University of Kentucky
Office of the
Executive Vice President
for Finance & Administration

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April 13, 2026

Senator Shelley Funke Frommeyer, Co-Chair
Representative Shawn McPherson, Co-Chair
Capital Projects and Bond Oversight Committee
Capital Annex Building – Room 136
702 Capitol Avenue
Frankfort, Kentucky 40601

Dear Senator Funke Frommeyer and Representative McPherson and Members of the Capital Projects and Bond Oversight Committee:

Pursuant to KRS §§ 45.763 and 45A.077 this is to report a public-private partnership delivery method for a University of Kentucky capital project, Improve Parking/Transportation Systems – UK HealthCare (Chander Expansion Parking Structure) which was authorized in the 2024-2026 Executive Branch Budget Bill, House Bill 6.

To better serve the Commonwealth of Kentucky, the University is expanding the Albert B. Chandler Hospital. Due to the expansion, there is a need to increase parking capacity to accommodate increased patient and visitor demands. This parking structure is planned for the northwest corner of Cooper Drive and University Drive and will accommodate approximately 2,100 vehicles with direct access to the new Chandler Expansion Patient Care Facility for patients and visitors and will include shell space for future development. The approximately 70,000 square feet of shell space will be for UK HealthCare support services and potential mixed-use retail venues along the ground and second levels of the facility that will serve students, patients, faculty, staff and visitors. The parking structure will complement the design of the Chandler Expansion Patient Care Facility and will provide ample graphics and automation for ease of use by our patients and visitors.

Based on the specifics of this project, it was determined that a public-private partnership was in the best interest of the University and the Commonwealth of Kentucky. As this continues our previously awarded public-private partnership with Signet Real Estate Group – originally established through RFP UK-1896-19 competitively bid in 2018 – no new proposals were solicited.

The project will be financed through the issuance of tax-exempt and taxable Lease Purchase Obligations with a term not to exceed 30 years.

For your information and consideration, the University includes the following:

- New bond issue report for the Lease Purchase Obligations transaction;

- The University's Board of Trustees' approval (FCR 16) at its June 2025 meeting for the initiation of the project, in an amount not to exceed $140,000,000;
- The February 2026 University President's approval of a 15% scope increase to the project, in an amount not to exceed $161,000,000, pursuant to the University Administrative Regulation 8:2;
- Project renderings;
- Development Agreement between the University and Signet KY Development, LLC, along with associated exhibits; and
- Reimbursement Resolution of the University.

Elizabeth Baker and Jennifer Fraker will attend the April 27, 2026, Committee meeting. Please contact Elizabeth at (859) 257-6315 if there are any questions or if your staff requires additional information.

Sincerely,

Eric N. Monday
Executive Vice President for
Finance and Administration and
Co-Executive Vice President for Health
Affairs

Attachments

EXECUTIVE SUMMARY – CAPITAL PROJECT & BOND OVERSIGHT COMMITEE
UNIVERSITY OF KENTUCKY CHANDLER EXPANSION PARKING GARAGE

PROJECT SUMMARY:

To better serve the Commonwealth of Kentucky, the University is expanding the Albert B. Chandler Hospital. Due to the expansion, there is a need to increase parking capacity to accommodate increased patient and visitor demands. This parking structure is planned for the northwest corner of Cooper Drive and University Drive and will accommodate approximately 2,100 vehicles with direct access to the new Chandler Expansion Patient Care Facility for patients and visitors and will include shell space for future development.

The approximately 70,000 square feet of shell space will be for UK HealthCare support services and potential mixed-use retail venues along the ground and second levels of the facility that will serve students, patients, faculty, staff and visitors.

The parking structure will complement the design of the Chandler Expansion Patient Care Facility and will provide ample graphics and automation for ease of use by our patients and visitors.

Based on the specifics of this project, it was determined that a public-private partnership (P3) was in the best interest of the University and the Commonwealth of Kentucky. Substantial completion for the parking garage is planned for March 2029.

PROJECT FINANCE STRUCTURE:

The P3 will be financed through the issuance of taxable and tax-exempt Lease Purchase Obligations, secured by a subordinate pledge of the University's General Receipts. The University will own the land and lease the project site to Signet, via a Ground Lease, for a term of thirty (30) years. The University ("Lessee") and Signet ("Lessor") will enter into a Facilities Lease for a term of thirty (30) years or the length of the Financing Term under the Obligations, whichever terminates sooner. Lease payments will be supported by revenues from UK HealthCare. Upon repayment of the Obligations, the Facilities Lease and Ground Lease shall terminate and the University shall take ownership of the Project Improvements.

ROLE OF DEVELOPER:

Through a competitive bidding process Signet Real Estate Group, dba Signet KY Development, LLC, was selected as the Developer for the Cornerstone project. The agreement between the parties allowed for the University to also partner with Signet on future University parking projects. The University did so in 2024 for the construction of the UK HealthCare Cancer Center Parking Garage project and again in 2025 for the expansion of Parking Structure No. 7 and Johnson Center. Based on success of the Cornerstone project, the UK HealthCare Cancer Center Parking Garage, the Parking Strucutre No. 7 and Johnson Center Expansion and Signet's expertise in developing mixed-use projects on behalf of higher education and healthcare clients nationwide, the University engaged Signet for the Project. Signet will assume all responsibilities and risk associated with the financing, design, development, construction and delivery of the Project while ensuring it meets the University's goals. The Developer will also ensure a competitive bidding process of any necessary project subconsultants associated with the Project in collaboration with the University. Signet will be paid a development fee for its role in the Project.

BENEFIT TO UNIVERSITY:

Consistent with previous successful P3s, the University will be able to rely on the Developer's expertise while also transferring risk associated with the development, construction and delivery of the Project to the Developer. The University will still maintain control over the design and operation of the facility to ensure it meets University standards and goals. Based on UK's experience in working with P3 partners on other

construction projects, the expertise of a P3 developer has proven successful in delivering more expeditiously and of high quality on these types of facilities.

This structure allows the University to have one partner that brings an experienced team to the table that can provide the desired project components in an expedient cost-effective manner saving the University valuable time in meeting the completion date target thus avoid expensive temporary parking alternatives and accelerating additional parking revenues from the facility. Generally, the University has realized savings on P3 projects ranging from 10-15% for both cost and time.

Furthermore, by providing a subordinate pledge of the University's General Receipts to the financing, the University anticipates a more favorable interest rate on the Obligations than without the pledge.

LETTER OF INTENT
UNIVERSITY OF KENTUCKY
CHANDLER EXPANSION PARKING STRUCTURE

THIS LETTER OF INTENT ("LOI") is entered into this 22nd day of January, 2026 by and between the University of Kentucky (the "University") and Signet KY Development, LLC, an Ohio limited liability company, or its assigns (hereinafter referred to as the "Developer"). For purposes of this LOI, the Developer and the University are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, the University issued a Request for Proposal UK-1896-19 (the "RFP"), dated October 8, 2018, soliciting proposals for the development of a new Mixed-Use Parking Garage (now known as the "Cornerstone") to be developed on property located on the northwest corner of Winslow Street and South Limestone;

WHEREAS, pursuant to the RFP, the Developer was selected to negotiate with the University for the development of the Cornerstone, and any future parking related on-campus projects, including financing, design, construction, operations, and management, or any combination thereof, of the Project(s);

WHEREAS, pursuant to the RFP, the University agrees to negotiate with the Developer for the development of the Chandler Expansion Parking Structure ("Project"). The Project will be developed at the Northwest corner of Cooper Drive and University Drive generally described or depicted on Exhibit A attached hereto (the "Site");

WHEREAS, pursuant to the RFP, the University and the Developer are expected to enter into certain agreements setting forth their respective responsibilities and obligations with respect to the Project.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Pre-Development Activities. The University desires for the parking portion of the Project to be substantially complete and available for occupancy by July 1, 2029 and the Developer agrees to undertake to perform services pursuant to this LOI in order to make the Project available by such applicable date. Such schedule requires that the following pre-development activities (collectively, the "Pre-Development Activities"), all in consultation with and support from the University, be performed by the Developer and/or certain third parties engaged by the Developer:

a. visits to the Site and attendance at meetings with representatives of the University;

b. selection of design, engineering, construction and other professionals and consultants necessary for the planning, design, engineering, development, construction and financing of the Project and entering into contracts with any such professionals and consultants for the performance of such planning, design, engineering, development, construction or financing services; provided, however, that the Developer agrees and understands that the University selected the Developer through a competitive process and selection of the Developer was based, in part, on the project team submitted by the Developer to the University, therefore any changes to Developer's team must have prior approval from the University;

c. preparation of programming documents, conceptual and schematic design documents, preliminary specifications, design development and construction documents for the Project (the foregoing drawings, design, specifications and documents are referred to collectively herein as the "Plans") and preliminary construction pricing and preliminary development analysis related to the Project;

d. detailed assessment of the Site, including title review, boundary/topographical surveys, investigation of existing conditions at the parking structure currently on the Site (University Drive Garage), investigation of underground utilities, soil borings and geotechnical testing, landscape drawings, water analysis, civil engineering analysis and/or environmental site assessment;

e. soil and groundwater testing, and, if necessary, excavation and remediation of impacted soils in accordance with appropriate regulatory agencies ("Environmental Impacts");

f. refinement of the Plans based upon any budget constraints and/or Site constraints and preparation of the final and complete Plans (including final and complete specifications) for the Project;

g. preparation of a detailed development schedule;

h. ongoing construction pricing based upon actual Site conditions, refined plans, and the development schedule for the Project;

i. further assessment (along with University and its financial advisors) of the transaction structure and the related financing alternatives available for the Project;

j. financial budget and pro forma analysis related to the development including design, construction, financing, operations, and management of the Project;

k. obtaining all necessary governmental approvals and permits for the development and construction of the Project;

l. preparation of a final development budget, including project GMP, for the Project, and, if applicable, the Parties (1) satisfying the requirements of any proposed financing, and (2) closing the financing;

m. provide a 100% payment and performance bond for the on-site construction component of the Pre-Development Activities; and

n. Any and all other activities necessary to evaluate and finalize the Project.

The Developer shall keep the University informed as to progress of all Pre-Development Activities. The Parties agree to reasonably and timely cooperate with one another in good faith in connection with the Project, the performance of the Pre-Development Activities and the granting of any required approvals in connection therewith.

Following preparation of the Plans, the Developer will submit the same to the University for its approval.

2. Entry Upon Site. The University hereby grants the Developer, its agents and employees, and third parties engaged by the Developer to provide Pre-Development Activities during the term of this LOI, the right to enter upon the Site for the purpose of conducting Pre-Development Activities upon reasonable prior notice to the University in each instance that such entry is desired. Prior to any entry by the Developer and/or a third party on behalf of the Developer upon the Site, the Developer and/or such third party shall provide the University with evidence of commercial general liability insurance with minimum limits of liability of at least $3,000,000 per occurrence/aggregate covering the performance by the Developer and/or such third party of the Pre-Development Activities, with such commercial general liability insurance policy naming the University as an additional insured, written by an insurer that is of recognized financial standing and rated A-VIII or better by A.M. Best.

3. Reimbursable Expenditures. The Parties agree that the Pre-Development Activities shall be performed directly by the Developer or by third parties engaged by the Developer and that all costs and expenses (including without limitation reasonable travel, meals and lodging) paid or incurred by the Developer or third parties engaged by the Developer in connection with the Pre-Development Activities (collectively, the "Pre-Development Reimbursables") shall be initially funded by the Developer. In the event that the University and the Developer enter into a Project Agreement (as hereinafter defined), the unpaid Pre-Development Reimbursables shall be included in the development budget and reimbursed to the Developer and/or the University from financing proceeds at the closing of construction financing related to the Project (or as otherwise set forth in the applicable Project Agreement). The Developer will advise the University as to the amounts, from time to time, but no less than monthly, of Pre-Development Reimbursables paid or incurred to date, and shall provide documentation to support such amounts. The Pre-Development Reimbursables shall not exceed the amount detailed in Exhibit B (the "Pre-Development Budget"). The Developer shall provide the University, from time to time, a schedule of Pre-Development Reimbursables projected to be paid or incurred in the future up to and including the date to which a Project Agreement is projected to be executed (the "Projected Pre-Development Reimbursables Schedule"). Any savings relative to the amount

detailed in Exhibit B shall accrue to the total project savings, which revert to the University at project completion.

Should unforeseen environmental conditions cause material delay or cause costs to exceed the Pre-Development Budget, the Developer shall promptly notify the University. Thereafter, the Developer and the University shall mutually agree to either: (1) increase the Pre-Development Budget to include these additional costs; (2) extend the Project schedule as necessary; or (3) terminate this LOI and reimburse the Developer in accordance with Section 6 hereof.

4. Work Product. The Plans, professional third-party reports commissioned by the Developer (such as environmental, geotechnical, survey and market study), and other work products prepared by or on behalf of the Developer (such as budgets, proformas and market studies) in connection with the Pre-Development Activities (collectively, the "Work Product") are property of the Developer or third parties engaged by the Developer until and unless either (a) the Work Product is expressly assigned by the Developer to the University; (b) in the event Developer terminates this LOI after January 31, 2026 for no cause under Section 9, in which case Developer shall assign the Work Product to the University; or (c) in the event that this LOI is ever terminated for any other reason, the Developer receives complete reimbursement for all Pre-Development Reimbursables paid, incurred or otherwise committed to pay up to and including the date of such termination (but not to exceed the total amount of projected Pre-Development Reimbursables as set forth in the then-current Projected Pre-Development Reimbursables Schedule), at which time the Developer shall deliver to the University all originals of written documents or electronic information in the Developer's possession constituting the Work Product (other than any such information which is proprietary to the Developer or its affiliates) and assign, or shall cause third party's to assign, to the University all of the Developer's or third party's right, title and interest in and to such Work Product.

5. Project Agreement. The Parties acknowledge their intent to negotiate and potentially enter into further Project agreements which may include, but is not limited to, (a) a development agreement (b) a ground lease (whereby the Developer would ground lease the Site from the University and thereafter construct and finance the Project); (c) a facilities lease; (d) necessary financing agreements; and (e) other applicable definitive agreements (with such agreement, as applicable, being referred to herein as the "Project Agreement(s)") related to the development, design and construction, and financing of the Project on the Site. The Parties agree to negotiate in good faith the terms and provisions of a Project Agreement to be executed by the Parties.

6. Reimbursement.

a. In the event that the University terminates this LOI pursuant to Section 9 hereof, the University shall reimburse the Developer an amount equal to the Pre-Development Reimbursables actually paid or incurred by the Developer as of the date of termination, not to exceed $6,479,000. The Developer is at risk for any pre-development expenditure in excess of $6,479,000, except as the Parties may otherwise agree pursuant to Section 3 above.

b. In the event that, following any termination of this LOI, the University or any affiliate thereof thereafter utilizes the Plans, or any part thereof, to develop the Project without the Developer's involvement within three (3) years after the date of termination of this LOI, then the University shall reimburse the Developer for all Pre-Development Reimbursables (to the extent not theretofore reimbursed by University hereunder).

c. In the event that the University shall be required to reimburse the Developer for any Pre-Development Reimbursables pursuant to Section 3 above and/or this Section 6, such reimbursement and/or payment shall be made within thirty (30) days after University's receipt of the Developer's invoice therefor.

d. The University and the Developer acknowledge that, without the University's written agreement to reimburse the Developer for the Pre-Development Reimbursables pursuant to Section 3 above and this Section 6, the Developer would not be willing to incur Pre-Development Reimbursables. The terms and provisions of Section 3 above and this Section 6 shall survive any termination of this LOI.

7. Indemnity. The Developer shall indemnify and hold harmless the University, its officers, trustees, agents, employees and students from and against any and all liability, damage, loss, cost and expense (including, but not limited to, court costs and attorneys' fees) of any nature, including those for personal injury or property damage to the extent that such liability, damage, loss, cost or expense is caused by or is attributable to the negligence or willful misconduct of the Developer, its agents, employees or third parties engaged by the Developer in the performance of its covenants or obligations under this LOI.

8. Term. This LOI shall remain in full force and effect until the earlier of (a) mutual execution by the Parties of the Project Agreement(s) or (b) termination of this LOI by either Party pursuant to Section 9 hereof. Upon termination of this LOI, all obligations and liabilities of the Parties by reason of this LOI shall cease, except that any obligations or liabilities under Sections 6 and 7 hereof shall survive any termination or expiration of this LOI.

9. Termination. Either Party may terminate this LOI by written notice 30 days prior to termination to the other Party at any time for any or no reason. However, if Developer terminates this LOI under this Section 9 for no cause or reason after January 31, 2026, Developer shall assign the Work Product to University immediately without receiving payment of Pre-Development Reimbursables.

10. Assignment. The Developer may assign this LOI to an affiliate of the Developer upon written consent of the University, which shall not be unreasonably conditioned, withheld, or delayed. The term "affiliate" for purposes of this Section 10 shall mean any entity which is controlled by, controls, or is under common control with the Developer. The term "control" (including the terms "controlled," "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management of an entity. This LOI may not otherwise be assigned by the Developer or the University without the written consent of the other Party.

11. Representations and Warranties.

a. The Developer hereby represents and warrants to the University as follows:

(i) This LOI is a valid obligation of the Developer and is binding upon and enforceable against the Developer in accordance with its terms; and

(ii) The consummation by the Developer of the transaction contemplated hereby does not, and will not, constitute a violation of any order, rule or regulation of any court or of any federal or state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over the Developer.

b. The University hereby represents and warrants to the Developer as follows:

(i) This LOI is a valid obligation of the University and is binding upon and enforceable against the University in accordance with its terms; and

(ii) The consummation by the University of the transaction contemplated hereby does not, and will not, constitute a violation of any order, rule or regulation of any court or of any federal or state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over the University.

12. Miscellaneous.

a. This LOI may be executed in one or more counterparts, each of which shall be deemed an original. Counterparts signature page(s) may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This LOI shall be binding upon and shall inure to the benefit of the University and the Developer and their respective successors and authorized assigns. This LOI shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

b. The University hereby covenants with the Developer as follows: (i) in the event that approvals or consents of the University or any governmental authority are required in order for the Project to be properly authorized, the University shall take all actions reasonably within its power to obtain such approvals or consents and (ii) the University shall not take any action which would cause a change in the applicable building or development codes which are applicable to the design, development or construction of the Project.

IN WITNESS WHEREOF, each of the Parties hereto has executed this LOI by an authorized representative effective as of the day and year first set forth above.

DEVELOPER:

SIGNET KY DEVELOPMENT, LLC

By: _____

Name: MARK S. CORR

Title: PRESIDENT

UNIVERSITY:

UNIVERSITY OF KENTUCKY

By: _____

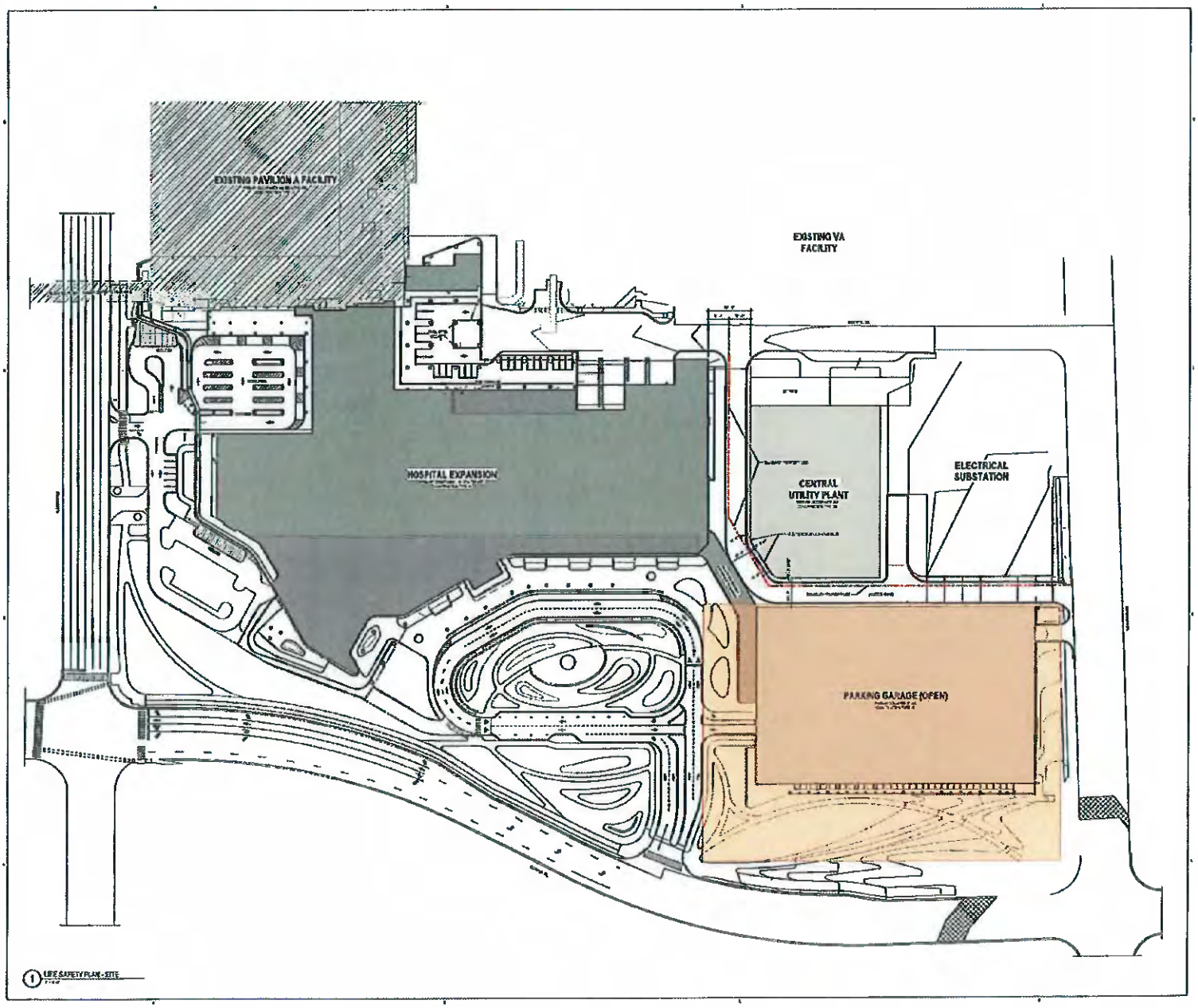
Name: Eric N Monday

Title: EVPFA

Digitally signed by Shannan Stamper
Reason: Reviewed for form and legality
Date: 2026.01.21 16:32:30 -05'00'

Exhibit A

Site



1 LIFE SAFETY PLAN - SITE

Exhibit B

Pre-Development Budget

PRE-DEVELOPMENT CASH FLOW

UK HEALTHCARE - Chandler Parking Structure

Signet REAL ESTATE GROUP

	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	TOTAL	COMMENTS
									Target Finance Close		
CONSTRUCTION											
Preconstruction Fee										$ -	Precon will be paid after Fin. Close
Demolition*									$ 2,250,000	$ 2,250,000	*Included as Alternate for early start to Demo
TOTAL CONSTRUCTION	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,250,000	$ 2,250,000	
A&E FEES											
Base Design Fee	$ 533,000	$ 533,000	$ 623,000	$ 472,000	$ 472,000	$ 626,000	$ 510,000	$ 85,000	$ 85,000	$ 3,939,000	
Misc. Design Consultants										$ -	
TOTAL A&E	$ 533,000	$ 533,000	$ 623,000	$ 472,000	$ 472,000	$ 626,000	$ 510,000	$ 85,000	$ 85,000	$ 3,939,000	
Other Soft Costs											
Surveys and Testing				$15,000	$15,000				$15,000	$0 $ 45,000	
Permit & Impact Fees										$175,000 $ 175,000	
Geotech & Environmental					$25,000					$25,000 $ 50,000	
Misc Testing										$ -	
Other Indirect Costs / Misc					$10,000		$10,000			$ 20,000	
TOTAL OTHER SOFT COSTS	$0	$0	$15,000	$50,000	$0	$10,000	$0	$15,000	$200,000	$ 290,000	
TOTAL	$ 533,000	$ 533,000	$ 638,000	$ 522,000	$ 472,000	$ 636,000	$ 510,000	$ 100,000	$ 2,535,000	$ 6,479,000	
CUMULATIVE TOTAL	$ 533,000	$ 1,066,000	$ 1,704,000	$ 2,226,000	$ 2,698,000	$ 3,334,000	$ 3,844,000	$ 3,944,000	$ 6,479,000		

Preliminary New Bond Issue Report

Issue	Lease Purchase Obligations, Series 2026A (University of Kentucky Chandler Expansion Parking Structure) and Lease Purchase Obligations, Taxable Series 2026B (University of Kentucky Chandler Expansion Parking Structure)
Purpose of Issue	Construct a parking structure to support the expansion of the Albert B. Chandler Hospital. The garage will accommodate approximately 2,100 vehicles with direct access to the new Chandler Expansion Patient Care Facility for patients and visitors and 70,000 square feet of shall space for UK HealthCare support services and potential mixed-use retail venues.
Estimated Date of Sale	TBD
Estimated Date of Delivery	TBD
Ratings	
Moody's	TBD
S&P	TBD

	Series 2026A (Tax-Exempt)	Series 2026B (Taxable)	Total
Sources			
Par Amount of Bonds	$ 124,690,000	$ 32,215,000	$ 156,905,000
Premium	4,090,793	-	4,090,793
Total Sources	$ 128,780,793	$ 32,215,000	$ 160,995,793
Uses			
Project Fund	$ 127,490,140	$ 31,872,535	$ 159,362,675
Costs of Issuance	854,238	229,713	1,083,950
Underwriter Discount	436,415	112,753	549,168
Total Uses	$ 128,780,793	$ 32,215,000	$ 160,995,793
All-in True Interest Cost	5.079%	5.345%	5.103%
Final Maturity Date	10/1/2056	10/1/2038	10/1/2056
Average Annual Debt Service	$ 9,078,410	$ 3,586,050	$ 10,512,830
Total Debt Service	$ 272,352,288	$ 43,032,602	$ 315,384,890
Average Life (years)	22.557	6.518	19.264

Deal Summary

Method of Sale	Negotiated
University Counsel/ Disclosure Counsel	Dinsmore & Shohl
Special Counsel / Underwriter's Counsel	Frost Brown Todd LLC
Underwriters	Morgan Stanley & Co. LLC, BofA Securities, Inc., PNC Capital Markets LLC and Stifel, Nicolaus & Company, Inc.
Trustee	US Bank National Association
P3 Advisor	R.W. Baird

FCR 16

Office of the President
June 13, 2025

Members, Board of Trustees:

IMPROVE PARKING/TRANSPORTATION SYSTEMS – UK HEALTHCARE (CHANDLER EXPANSION PARKING STRUCTURE) CAPITAL PROJECT

Recommendation: that the Board of Trustees approve the initiation of the Improve Parking /Transportation Systems – UK HealthCare (Chandler Expansion Parking Structure) capital project and authorize the Executive Vice President for Finance and Administration to negotiate and execute all documents necessary to create a viable Public-Private-Partnership (P3).

Background: Pursuant to Administrative Regulation 8:2, any capital project with an estimated scope of $1,000,000 or more must be approved by the Board prior to initiation.

With the Chandler Expansion there is a significant need to increase parking capacity to accommodate increased patient and visitor demands. This parking structure is planned to accommodate approximately 2,400 vehicles with direct access to the new Chandler Expansion Patient Care Facility for patients and visitors. Entrance to the new facility will be off Cooper Drive, with secondary access planned for University Drive. The new structure will be designed to complement the design of the Chandler Expansion facility and provide ample graphics and ticketing automation for ease of use by our patients and visitors.

This project, authorized by the 2024 Kentucky General Assembly, is anticipated to cost up to $140,000,000, well within the authority of $200,000,000, and will be funded with third-party financing as a Public-Private Partnership pursuant to KRS Chapter 45A.

Action taken: ☑ Approved ❑ Disapproved ❑ Other_____

University of Kentucky

FCR 16 - IMPROVE PARKING/TRANSPORTATION SYSTEMS - UK HEALTHCARE (CHANDLER EXPANSION PARKING STRUCTURE) CAPITAL PROJECT

University of Kentucky
Capital Project Management
222 Peterson Service Building
Lexington, KY 40506
P: 859-257-5911
F: 859-323-1017
www.uky.edu/cpmd

February 6, 2026

MEMORANDUM

TO: Eli Capilouto, President

THROUGH: Eric Monday, Executive Vice President Finance and Administration

FROM: Gina Dugas, Senior Vice President Finance and Administration

Barry Swanson, Acting Vice President for Facilities Management

RE: Improve Parking/Transportation Systems – UK HealthCare
(Chandler expansion parking garage)
President's Approval to Increase Scope by a Total of 15%

1. On June 13, 2025, the University of Kentucky Board of Trustees approved the initiation of the $140,000,000, Improve Parking/Transportation Systems – UK HealthCare project (See attached FCR 16). This project will construct a parking structure to support the expansion of the Albert B. Chandler Hospital. The structure will have vehicle access from Cooper Drive and University Drive and will complement the design of the Chandler expansion facility. The project will be delivered via a public-private partnership.

2. This requested scope increase will allow for the additional scope of shelled space for retail establishments along the ground level of the parking structure. These retail establishments will provide services to students, faculty, staff, and visitors.

3. We are requesting a $21,000,000 increase in the original scope of the project. This increase will bring the total project scope to $161,000,000, representing a 15% increase over the original scope. The additional funding is from third-party financing as a public-private partnership.

4. Pursuant to the University Administrative Regulation 8:2: IV – D the President may approve scope increases of up to 15% on capital projects (See attached Administrative Regulation).

5. Since this project remains well within the Legislative authority of $200,000,000, this increase does not require approval from CPE or the Capital Projects and Bond Oversight Committee.

Approved: _____ Date: 2/13/24
Eli Capilouto, President

BS/kl
Enclosures
c: Eric Monday Angie Martin Kevin Locke

DISCOVER WHAT'S Wildly Possible.
An Equal Opportunity University

UNIVERSITY OF KENTUCKY Regulations

Administrative Regulation 8:2

Responsible Office: Executive Vice President for Finance and Administration / Treasurer

Date Effective: 9/9/29016

Supersedes Version: 10/10/2006

Approval of University Capital Projects
(Approved by Board of Trustees)

Index

Introduction

Entities Affected

Definition – University Capital Project

University Capital Project Approval Authority

Procedure for Requesting Board of Trustees Approval to Initiate a University Capital Project

Emergency University Capital Projects

I. Introduction

This Administrative Regulation outlines the process for all University units to request, through the President, approval of University Capital Projects by the Board of Trustees (Board).

II. Entities Affected

This regulation applies to all units of the University, including but not limited to the Hospital system, affiliated corporations and auxiliary enterprises.

III. Definition

For the purposes of this Administrative Regulation, “University Capital Project” includes those which involve University-owned land or which are for the University’s use and benefit, and:

A. The construction, reconstruction, improvement, or structural maintenance of buildings estimated to cost $1,000,000 or more; or

B. The acquisition or improvement of a building or real property estimated to cost $1,000,000 or more.

IV. University Capital Project Approval Authority

A. Prior to initiation, all University Capital Projects, regardless of fund source, shall be approved by the Board, except for emergency University Capital Projects pursuant to Section VI of this regulation.

B. Prior to initiation, all debt financing transactions for University Capital Projects shall be in compliance with the University Debt Policy.

C. The Board shall approve scope increases to University Capital Projects that exceed fifteen percent (15%).

D. The President shall approve scope increases to University Capital Projects that do not exceed fifteen percent (15%).

E. The President shall provide to the Board a Quarterly Capital Construction Report describing the status of ongoing University Capital Projects.

V. Procedure for Requesting Board of Trustees Approval to Initiate a University Capital Project

A. Prior to requesting Board approval to initiate a University Capital Project, the unit shall develop a University Capital Project Plan that includes at least the following:

   1. Need analysis;

   2. Project scope;

   3. Financial plan for funding the University capital project and the recurring operating costs; and

   4. Legislative authorization.

   The unit shall consult, as necessary, with the Capital Projects Management Division and the University Budget Office (UBO) in developing the above plan.

B. The University Capital Project Plan shall be submitted to the Provost or appropriate executive vice president for review. The Provost or appropriate executive vice president shall, in consultation with the Executive Vice President for Finance and Administration (EVPFA), make a recommendation to the President.

C. The President shall determine whether to recommend the University Capital Project to the Board.

D. Project scope increases or decreases and revisions to financial plans shall follow the same procedures.

VI. Emergency University Capital Projects

A. An “Emergency University Capital Project” is a University Capital Project as defined by this regulation and is:

   1. Necessitated by injury or damage resulting from a disaster;

   2. Necessary to maintain University operations or to prevent or minimize injury or damage that could reasonably be expected to result from an impending disaster; or

3. Necessitated by an unforeseen mechanical breakdown, electrical breakdown, or structural defect that must be corrected to make a facility or structure usable.

B. The President shall determine whether a University Capital Project is an Emergency University Capital Project. Upon such a determination, the Emergency University Capital Project may be initiated and shall then be reported to the Board at its next meeting.

C. Emergency University Capital Projects shall be reported to the Capital Projects and Bond Oversight Committee pursuant to KRS 45.750 – 45.810.

References and Related Materials

KRS 164A.560

KRS Chapter 7A

KRS 45.750 – 45.810

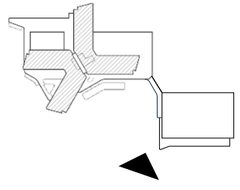
Governing Regulation Part II, Governance of the University of Kentucky

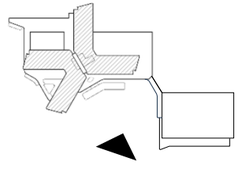
University of Kentucky Debt Policy

Revision History

7/1/1983, 10/1/1984, 9/18/1993, 9/23/1994, 6/11/1996, 8/18/98, 11/1/2001, 12/14/2004, 10/10/2006, 9/9/2016

For questions, contact: Office of Legal Counsel





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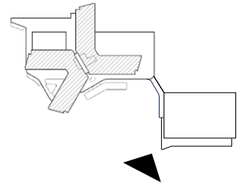

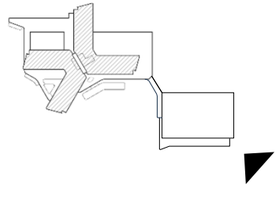

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of this ___ day of [_____], 2026 ("Effective Date"), by and between the **University of Kentucky,** an institution of higher education and agency of the Commonwealth of Kentucky (the "University"), and **Signet KY Development, LLC**, an Ohio limited liability company, or its permitted assigns (the "Developer" or "Signet"), each referred to herein as a "Party" and collectively, as the "Parties".

RECITALS

A. The University issued a Request for Proposal UK-1896-19 (the "RFP"), dated October 8, 2018, soliciting proposals for the development of a new Mixed-Use Parking Garage (now known as the "Cornerstone") to be developed on property located on the northwest corner of Winslow Street and South Limestone.

B. Pursuant to the RFP, the Developer was selected to negotiate with the University for the development of the Cornerstone, and any future parking related on-campus projects, including financing, design, construction, operations, and management, or any combination thereof.

C. Through a Letter of Intent dated January 22, 2026 (the "Letter of Intent"), Signet proposed (i) to provide the development, design and construction services for, (ii) to cause the construction of, and (iii) to facilitate or provide financing for, the Chandler Expansion Parking Structure (the "Project"). The Project will be developed at the Northwest corner of Cooper Drive and University Drive generally described or depicted on Exhibit A attached hereto (the "Site" a legal description of which is attached hereto as Exhibit A), which Site is owned in fee simple by the University.

D. The University desires that the Project be constructed upon the Site in accordance with an authorization in H.B. 6 of the General Assembly, 2024 Regular Session, as enacted and vetoed in part, and in accordance with a resolution adopted by the University dated June 13, 2025, and subsequent memorandum by the University's president dated February 6, 2026 in accordance with University regulations, providing a total University authorization of up to $161,000,000 for the Project. Under these authorizations, the University is leasing the Site to Signet pursuant to that certain Ground Lease Agreement to be dated [_____] between the University and Signet's Affiliate, Signet KY RE 4, LLC, a Kentucky limited liability company ("Signet KY RE") (the "Ground Lease"), and Signet KY RE has agreed to lease from the University, the Site. A copy of the Ground Lease is attached hereto as Exhibit B. Signet, along with its Affiliates as provided herein, intends to develop, design, construct, and own the Project on the Site.

E. Signet's affiliate, Signet KY RE, will own the Project. Pursuant to the aforementioned University resolution, Signet KY RE and the University will enter into that certain Facilities Lease to be dated [_____] (the "Facilities Lease") wherein the University has agreed to lease the Project from Signet KY RE. A copy of the Facilities Lease is attached hereto as Exhibit C. The Project will be financed through the issuance of the Lease Purchase

Obligations, Series 2026A and Taxable Series 2026B (University of Kentucky [Chandler Expansion Parking Structure]) by [_____] (the "Obligations").

F. To achieve consistency within the University's campus, Signet and the University have agreed to enter into this Agreement to set forth their respective rights and obligations with respect to the design and construction of the Project.

NOW, THEREFORE, in consideration of the foregoing premises, the terms and conditions set forth below, and intending to be legally bound, the Parties hereto agree as follows:

ARTICLE I
DEVELOPMENT OF THE PROJECT

1.1 Description of the Project. The foregoing recitals are hereby incorporated into and made a part of this Agreement. The Parties agree that Signet will, at its expense, develop, design, construct, and own (through its affiliate Signet KY RE) the Project on the Site in accordance with the Project timeline attached hereto as Exhibit D (the "Project Timeline"). The Project will be known as the "[Chandler Expansion Parking Structure] Project," or such other name as determined from time to time by the University. The Project will consist of: (1) construction of a [___] level Parking Structure at the University of Kentucky Chandler Expansion Patient Care Facility, consisting of approximately [_____] parking spaces and approximately [____] square feet of available shell space; and (2) additional improvements to the site, existing facilities and utilities to support the Project.

1.2 Developer Conditions. The obligations of Signet under this Agreement are contingent upon the following, unless waived by Signet: (a) the due authorization, execution and delivery of this Agreement, the Ground Lease and the Facilities Lease by all parties thereto; (b) issuance of the Obligations; (c) Signet's receipt of firm financing commitments for all additional financing necessary for it to perform its obligations under this Agreement; (d) the commitment of a nationally-recognized title company to issue title policies in form and substance reasonably acceptable to Signet and its lender, if any; (e) Signet's receipt of all permits necessary for the development and use of the Project in accordance with the approved building plans; (f) the agreement of the parties to approved building plans; (g) Signet's completion of its environmental, title, survey, and zoning review and determination that the Project and the Site are suitable for development without undue cost or difficulty; and (h) Signet's determination that that the final costs of the Project as reflected in the final, approved, building plans, shall not exceed $[_____] (subject to adjustment as agreed to in writing between Signet and the University in finalizing the Budget as defined below). In the event that any of the foregoing contingencies (except for the issuance of the Obligations in (b)) are not fully satisfied by [_____], 2026, this Agreement may be terminated by Signet, in which event the Ground Lease and Facilities Lease shall also automatically terminate. To the extent that the condition giving rise to such termination failed wholly as a result of the University's actions or inactions in default of its obligations under this Agreement, the University shall reimburse Signet for all documented out-of-pocket expenses incurred by Signet or Signet-related parties prior to the date of such termination up to $6,479,000 (being the maximum amount provided in the Letter of Intent), and Signet shall deliver to the University copies of all documents, reports and plans prepared to date for the Project, and upon

request of the University, Signet shall assign to the University any or all of such documents as may be requested by the University.

1.3 Construction Documents.

(a) Project Design. All architectural, engineering, interior design, landscaping, construction and other services for the Project to be provided by any third-party shall be provided by qualified professionals pursuant to separate contractual arrangements between Signet and such firms, or between the construction manager or consultant and such firms. Signet shall negotiate contracts with and shall monitor and oversee all aspects of the performance of, the construction manager and all contractors and any other professional firms providing architectural design, engineering, interior design, landscaping, construction, or other services for the Project. The following entities are intended to be retained by Signet in connection with the Project, and they shall herein be designated as follows (subject to Signet's ability to negotiate mutually agreeable and commercially reasonable terms and conditions in each contract for services):

(1) "Architect": [_____]

(2) "General Contractor": [Messer Construction Company]

(3) "Structural Engineers": [_____]

(4) "Civil Engineers": [_____]

Signet shall have the right to select other professionals and subcontractors as necessary or desirable, in addition to or in lieu of the foregoing, for the design, permitting, development, and construction of the Project, all in its reasonable discretion; provided, however, that Signet will work with certain University chosen consultants to coordinate connections between the existing facilities and the Project.

1.4 Schematic Design. The University shall have the opportunity to review and approve, with such approval being provided to Signet in writing, the schematic design for the Project, including but not limited to, the Site plans, unit mix, elevations, and other general design criteria for the Project (the "Schematic Design"). Signet will present and has presented to the University for review and comment the Site plans, conceptual program, and floor and unit plans, which Signet will use to prepare the Schematic Design, based upon conceptual program provided by the University. To facilitate the University's review of the Schematic Design, Signet will discuss with the University and keep the University reasonably apprised of proposed or contemplated changes and additions to the plans and programming as they progress. Except as otherwise agreed to between the Parties, in the event the University does not respond in writing to Signet regarding the Schematic Design within fifteen (15) calendar days of receipt thereof, the Schematic Design, as submitted to the University by Signet, shall be deemed approved by the University.

1.5 Plans and Specifications. The plans and specifications for the Project (the "Plans and Specs") will be provided by Signet to the University prior to the start of construction for the

University's review and approval or rejection prior to the start of construction, which shall be provided in writing to Signet. If the University does not respond in writing to Signet regarding the Plans and Specs within fifteen (15) calendar days of receipt thereof, the Plans and Specs, as submitted to the University by Signet, shall be deemed approved by the University. The Plans and Specs shall be: (a) consistent with the approved Schematic Design (Signet agrees to keep the University apprised of proposed changes and additions to the approved Schematic Design as they progress); and (b) in conformity with the requirements of the Governmental Authorities (defined below). Notwithstanding any other provision of this Agreement, Signet agrees to work together with the University, in good faith, on all aspects of the Project to achieve results that are acceptable to both Signet and the University. Written approval of Plans and Specs by the University shall include a list of the approved variances from the Schematic Design, if any.

1.6 Design Approvals. The University shall actively participate in the design of the Project. The University shall review all of the following for compliance with the Schematic Design:

(a) Design development documents ("Design Development Documents") at the 100% level.

(b) Construction documents ("Construction Documents") at the 75% level.

(c) Construction Documents at the 100% level.

The University's review of the Construction Documents at the 100% level shall be limited to comments and verification that the University's comments to the Construction Documents at the 75% level have been incorporated into the Construction Documents at the 100% level and any material deviation of the Construction Documents at the 100% level from the prior construction and Schematic Design Documents previously reviewed and approved. Signet agrees to consider and reasonably act to implement the University's comments and suggestions, including, without limitation, those regarding "value management" in conjunction with the Design Development Documents and the Construction Documents. The schedule for such documents is included in the Project Timeline attached hereto as Exhibit D.

Signet shall provide the University notice of any changes in the schedule for delivery of the above documents promptly following Signet learning that the schedule has changed. Signet shall provide such further documents and information as are reasonably requested by the University in conjunction with the University's review and approval of the Design Development Documents and the Construction Documents. The University agrees to review the Design Development Documents and each level of the Construction Documents within fifteen (15) calendar days of submission by Signet. The University's failure to provide a response within such timeframe shall be deemed to be an approval thereof. The University's review and approval of Schematic Design, Design Development Documents, Construction Documents, Plans and Specs, and Site Plans (hereafter defined) shall not constitute or be interpreted as a representation or indemnity by the University to any person or entity (i) that such Documents or Plans and Specs are in conformity with the requirements of the Governmental Authorities, as defined below, or (ii) against any deficiency in such Schematic Design, Design Development Documents, Construction

Documents, Plans and Specs, or Site Plans or for any deficiency or defect in any work thereunder or against any breach of any contract. Inspections and approvals of the Schematic Design, Design Documents, Construction Documents, Plans and Specs, Site Plans, and the Project, the workmanship and materials used in the Project, and the exercise of any other right of inspection, approval, or inquiry granted to the University in this Agreement are acknowledged to be solely for the protection of the University's interests, and under no circumstances shall they be construed to impose any responsibility or liability of any nature whatsoever on the University to Signet or any person or entity, nor shall it constitute a representation or indemnity of the University to any person or entity against any deficiency or defects in the Project or against any claimed breach of contract for the design or construction of the Project.

1.7 Project Budget and Proforma. The proposed initial budget and proforma for the Project, including the amount and timing of all payments to be made to or for the benefit of Signet (the "Budget") will be provided by Signet to the University along with the Plans and Specs for the University's review and approval or rejection prior to the start of construction, which shall be provided in writing to Signet. If the University does not respond in writing to Signet regarding the Budget or Budget update within fifteen (15) calendar days of receipt thereof, the Budget, as submitted to the University by Signet, shall be deemed approved by the University. The Budget shall be consistent with (a) prior Budget submissions and (b) the approved Schematic Design and Plans and Specs. Signet agrees to keep the University apprised of proposed changes and additions to the Budget as they progress by providing weekly budget updates, substantially in the form attached hereto as Exhibit E. The current proposed Budget reflects a final, not to exceed, cost of the Project of $[_____] (subject to modification by Change Orders). To the extent not otherwise paid with available capital of the University, the Project and all financing costs associated therewith shall be financed through the issuance of the Obligations having an original aggregate principal amount not in excess of $[_____], and the Project Budget and Project Timeline shall take into account any applicable arbitrage rules requiring the timing of disbursement and use of funds. Notwithstanding any other provision of this Agreement, and subject to the preceding sentence, Signet agrees to disburse funds only in accordance with the approved Budget, as modified by Change Orders (as hereinafter defined).

1.8 Design Review. Signet and the University agree to communicate and coordinate throughout the design process. Weekly meetings shall be held involving Signet, the Signet Representative (as defined in Section 6.10), the University, the University Representative (as defined in Section 6.10), the Architect and the General Contractor. The University Representative shall be permitted to provide input throughout the design phase regarding all aspects of the Project, including but not limited to exterior elevations, building systems, construction techniques, materials, Plans and Specs and Budget.

1.9 Ownership of Drawings for Project.

(a) Signet shall grant to the University a license to use all digital and paper documents prepared in connection with the development of the Project.

(b) Drawings shall be produced in a format and manner reasonably acceptable to and compatible with the University and shall include a complete electronic set of "as built" drawings and one complete printed set of "as built" drawings.

(c) Upon Final Completion (as defined in Section 2.1 below), the documents will be assigned to the University upon payment of any amounts due Signet at the time of Final Completion, with digital copies and original paper copies of all documents and drawings being provided.

(d) Notwithstanding the foregoing, in the event of termination of this Agreement before Final Completion (defined below), the documents will, at the University's request, be assigned to the University upon payment of any amounts due Signet at the time of termination, with digital copies and original paper copies of all documents and drawings being provided.

1.10 Site Plans. Preliminary site plans are attached hereto and incorporated herein as Exhibit F (the "Site Plans") and are subject to any necessary changes as determined by Signet, provided that such changes are (a) approved in writing by the University, (b) in substantial conformity with the approved Schematic Design, and (c) in conformity with the requirements of the Governmental Authorities, as defined below; provided, however, that if the University does not respond in writing to Signet regarding the Site Plans within fifteen (15) calendar days of receipt thereof, the Site Plans, as submitted to the University by Signet, shall be deemed approved by the University.

1.11 Communications. In the event differences between the Parties arise, the Parties agree to act in good faith to resolve their differences. Signet agrees to provide written, weekly update reports to the University's Representative regarding the status of the Project's development and schedule. The University may visit the job site to inspect the progress and performance of the work at any time. If such site visits are during normal business hours and would be of a nature that would interfere with construction, the University will coordinate such visits/inspections with the Signet Representative to avoid undue interference with construction. In entering the Site, the University and its representatives shall comply with all reasonable restrictions of Signet or its agents, contractors and subcontractors intended to prevent personal injury or property damage.

ARTICLE II
CONSTRUCTION OF THE PROJECT

2.1 Construction of the Project. Developer shall construct and equip the Project, or cause the Project to be constructed and equipped, to Final Completion (hereafter defined) utilizing only new and good quality materials in accordance with the terms of this Agreement. The University reserves the right to monitor the construction of the Project from inception to Final Completion. "Final Completion" of the Project shall mean: (i) Substantial Completion of the Project, (ii) full completion of all punch list items, (iii) receipt by Developer of a complete set of lien releases from each and every person or entity supplying labor, material or services to the Project, and (iv) the meaning generally ascribed the term in the course of dealing in connection with the completion of the construction and equipping of the Project.

2.2 Staging Areas and Right of Entry. During the Term of this Agreement, as defined below, the University hereby grants to Signet and its employees, contractors, subcontractors, agents and representatives (collectively, the "Signet Parties"), subject to the terms and conditions of this Agreement, the right to enter on to those areas identified as "Staging Areas" on the plan attached hereto as Exhibit G (the "Staging Areas & Site Mobilization Plan") for the following purposes and subject to the restrictions set forth below:

(a) Location and maintenance of construction assets and equipment, including construction trailers, prior to and during construction of the Project, as shown on the plan attached hereto as Exhibit G;

(b) Storage of equipment and materials for the construction of the Project; and

(c) Short-term parking for Signet Parties while working on the Site, as shown on the plan attached hereto as Exhibit G.

Upon the vacation of the Staging Areas by the Signet Parties, Signet at its sole cost and expense shall (a) remove any and all structures, equipment, supplies, construction materials, trash and debris from the Staging Areas and (b) repair any damage to the Staging Areas and surrounding areas caused by the Signet Parties and restore them to substantially the same condition that existed prior to Signet's entry thereon. The University will have no responsibility for security at or of the Staging Areas.

Signet shall, with the assistance and cooperation of the University, obtain license or similar usage agreements for any portions of the Staging Areas not owned by the University.

2.3 Target Completion Date. All time limits for Substantial Completion of the Project and milestones within the Project Timeline are of the essence of this Agreement.

The target Substantial Completion date for the Project is [_____], or earlier (the "Target Completion Date"), except to the extent of any delay by the University, or by reason of Force Majeure (defined below). Signet shall give the University prompt written notice of (i) its failure to meet any milestone date set forth in the Project Timeline (including milestones set by arbitrage rules applicable to the financing); or (ii) the occurrence of any Force Majeure event or act or omission by the University, that has caused or is reasonably likely to cause a delay (or total stoppage) in the progress of the Project of more than ten (10) calendar days. The term "Substantial Completion" shall mean the date on which: (i) Signet delivers the Certificate of Occupancy for the Project, in accordance with the Plans and Specs; (ii) the University, its employees, agents and invitees have ready, unobstructed access to the garage; and (iii) the garage is broom cleaned and ready for its intended use. The University and Signet shall execute a written confirmation of the date of Substantial Completion.

The Parties recognize that time is of the essence of this Agreement and that University will suffer financial loss if the Project is not completed by the Target Completion Date, plus any extensions thereof allowed in accordance with this Section 2.3(a). If the Project does not reach

Substantial Completion by the Target Completion Date, University will be entitled to the remedies set forth in Section 5.2(b).

2.4 Performance of Construction.

(a) Signet shall, after the awarding of the construction contracts, cause the commencement and diligent continuance of the construction of the Project. All items of work shown on the Plans and Specs for the construction of the Project's improvements is sometimes referred to herein as the "Project Work."

(b) As it relates to this Agreement, Signet shall be solely responsible for all means, methods and techniques in the performance of all Project Work and constructing the Project. The construction of the Project shall be performed in a diligent and continuous fashion utilizing an adequate workforce in order to expeditiously construct the Project.

(c) All Project Work shall be performed pursuant to good construction practices and sound professional standards, and in compliance with all laws and legal regulatory requirements of Governmental Authorities relating to the construction and the performance of the Project Work, and applicable University standards. All construction shall be performed in a good and workmanlike manner, utilizing new, good quality materials as provided in the Plans and Specs. Signet shall be responsible for the supervision of the Project Work and shall advise the University as to the progress of such work. The University and its designated engineer shall be advised in advance of, and may attend, any meeting with the construction manager and contractors and may visit the job site to inspect the progress and performance of the work at any time.

(d) Signet shall coordinate with University consultants and contractors on any neighboring University construction projects.

2.5 Standard of Work; Warranty.

(a) All work shall be performed in a good and workmanlike manner in accordance with the provisions of this Agreement and all requirements of law, including all applicable rules, regulations, ordinances, statutes, and guidelines promulgated by any applicable governmental or quasi-governmental authorities, agencies, or organizations (collectively referred to as the "Governmental Authorities"). The Project shall be constructed applying sound and generally accepted construction practices and sound professional standards utilizing materials of a quality and type standard in the industry for similar projects.

(b) Signet hereby guarantees and warrants to the University for a period of one (1) year from Final Completion as follows:

(1) That the Project Work has been performed in a good and workmanlike manner.

(2) That the Project Work has been done consistent with the Plans and Specs, as modified by approved Change Orders.

(3) That the Project Work is free from faults and defects.

(4) That the Project Work is in material compliance with all applicable laws, ordinances, rules and regulations, and University standards.

(5) The Project Work has been performed consistent with the requirements of the University and the University Representative.

(c) Signet shall assist the University in conducting a one (1) year warranty inspection of the Project prior to the expiration of the warranty period as identified herein. In addition to foregoing, Signet will make available for the benefit of the University all warranties of contractors, subcontractors, materialmen and suppliers with respect to the Project and Project Work and the materials utilized in connection therewith. Signet will assist the University in the enforcement of warranties and coordinate all warranty work until all provisions of the one (1) year warranty period are satisfied. All warranty notices and claims submitted during the warranty period shall be honored, notwithstanding the expiration of such period following such submittal.

2.6 Signet Obligations. Signet will take all necessary actions to accomplish the construction of the Project and perform the Project Work, including but not limited to, the following:

(a) Procuring any and all licenses, permits, and approvals for the development and construction of the Project;

(b) Contracting and paying for all design, engineering, and testing services for the Project;

(c) Entering into all construction contracts for the construction of the Project;

(d) [Intentionally omitted];

(e) Meeting, at weekly intervals during the course of construction of the Project, with representatives of the University and the contractor for the Project;

(f) Executing all documentation and taking all action necessary to cause the disbursement of funds obtained for the construction of the Project, including furnishings;

(g) Performing all other actions with regard to the development and construction of the Project as contemplated pursuant to this Agreement;

(h) Establishing and maintaining at a location on or near the Site a complete set of the current Plans and Specs for the Project for review by the University and its representatives during regular business hours;

(i) Being responsible for and paying all over Budget costs and expenses that are not expressly covered by a Change Order as provided in Section 2.7 below; and

(j) Being responsible for all security for the Site and any off-site storage or staging areas utilized by Signet during the construction period. Signet will, throughout all construction periods, be responsible for the enforcement of discipline and good order among workers on the Site and any off-site storage or staging areas. All signage shall be subject to the University's prior written approval.

Notwithstanding any other provision of this Agreement, the Facilities Lease or the Ground Lease to the contrary, Signet will be responsible for the payment of ad valorem personal property taxes assessed against the buildings and other improvements that are part of the Project or the materials used in construction of such buildings or other improvements that are assessed as of any date prior to Substantial Completion.

2.7 Changes to the Project; Change Orders.

(a) General. During the course of construction of the Project, Signet may order changes within the general scope of the Plans and Specs, consisting of additions, deletions, or other revisions that Signet deems necessary or desirable, provided that such changes are (i) approved in writing by the University, which approval shall not be unreasonably withheld, delayed or conditioned, (ii) in conformity with the approved Schematic Design, and (iii) in conformity with the requirements of the Governmental Authorities; provided, however, that if the University does not respond in writing to Signet regarding a proposed change within fifteen (15) calendar days of receipt thereof, such proposed change, as submitted to the University by Signet, shall be deemed approved by the University.

(b) Change Orders. No change in the Plans and Specs, deviation from the Plans and Specs and/or changes related to the Project Work shall occur without the written approval of Signet and the University. At any time, by written order, the University may request changes in the Project Work (individually a "Change Directive," and collectively the "Change Directives") consisting of additions, deletions, clarifications, changes, modifications or revisions of the Plans and Specs, the quantity or type of materials, the design of any aspect of the Project, any required equipment or services, or material change in the schedule for performance of the Project Work. Signet agrees to work with the University in good faith to agree upon the scope, timing and cost adjustments, if any, for any requested Change Directive. Signet will review all Change Directives and, if necessary, prepare the corresponding change orders (the "Change Orders") on standard AIA forms. All Change Orders must be agreed upon in writing and signed by both the University and Signet. Signet agrees to perform the modifications in the Project Work as set forth in each fully executed Change Order. If a Change Order requested by the University results in a net increase in the Budget (including contingencies) for the Project and/or the cost of the

Project Work when aggregated with any prior Change Orders requested by the University, then, to the extent applicable contingency funds have been exhausted, the University shall be responsible for and shall fund the net additional monies in advance prior to any work with respect to such Change Order being commenced. In the event the Project Budget and/or the cost of the Project Work as a result of a Change Order shall increase prior to Signet's execution of the Change Order requested by the University, Signet shall prepare an amendment to the Project Timeline and/or the Project Budget. The University agrees to review and respond to Change Orders, changes in the Project Timeline and/or changes in the Project Budget within five (5) business days after receipt of notice from Signet to the University. Signet shall not be responsible for any change in or departure from the Project Timeline or increase in the Project Budget caused by a Change Order requested by the University. Signet agrees with the University that all Project Work shall be performed in a manner consistent with the Project Budget and the Project Timeline as the same may be modified.

2.8 Review and Inspections; Punch List.

(a) The University shall have the right, but not the obligation, to have such additional independent consulting architects, engineers, or any other appropriate consultants retained and paid for by the University to inspect the construction work as it progresses and to review the Plans and Specs. Such inspections shall be coordinated through the University Representative with Signet so as not to interfere with or delay construction of the Project, and, if the University receives any written report from any such consultant that the University believes would be helpful to Signet in administering and enforcing any of the contracts or in completing the Project, the University shall provide Signet with a copy of such written inspection report. If during the course of such construction, the University shall determine that construction is not proceeding in accordance with the Plans and Specs, the University shall give notice in writing to Signet that includes the University's best efforts to specify the particular deficiency or omission. Thereupon, Signet, in its reasonable discretion, may take, or cause to be taken, all steps necessary to correct the same. The failure to give such notice shall not give rise to any liability for the University and shall not be considered a waiver of any right of the University under this Agreement, including without limitation, the enforcement of the representations and warranties of Signet under this Agreement and the requirements with respect to construction of the Project in accordance with the Plans and Specs.

(b) Prior to the University's occupancy of the Project, and concurrent with Signet's preparation of its punch list with its contractor, the University will walk through the Project with Signet and, to the extent that Signet's and such contractor's punch list items pertain to the Project, or to any other of the University's interests in the Project, give input as to matters to be included in said punch list. Signet shall cause all punch list items to be promptly completed or remedied.

2.9 Minimal Disturbance. During the construction of the Project, Signet shall use commercially reasonable efforts to minimize the amount of disturbance to the current facilities located on or around the Site, including pedestrian and vehicular circuity around the Site, traffic,

other University construction adjacent to the Project, and nearby residents and businesses. Signet shall also use commercially reasonable efforts to minimize heavy construction noise during University's final examination periods or other periods determined by the University in consultation with Signet.

2.10 Permits and Approvals. Signet, at its sole cost and expense, shall apply for and use its best efforts to obtain any and all necessary building permits, licenses, and approvals that are necessary to construct the Project. The University agrees that it shall at all times and at no additional cost to the University cooperate with Signet in the procurement of any such permits, licenses, and approvals, and shall execute such documentation as is reasonably required therefor.

2.11 Assistance and Cooperation. The University shall make all reasonable efforts to assist Signet in obtaining permission for Signet to cause all buildings, structures, and other improvements required for construction of the Project, both above-ground and underground, to be removed from the Site (to the extent such work is not being done by the University), and the University shall provide, at no additional cost to the University, reasonable assistance to Signet in obtaining all necessary utilities for the Site (including without limitation electricity, natural gas, potable water, sanitary sewer, and telephone, telecommunication, and data service in capacities acceptable to Signet). The University's obligations hereunder shall include providing all reasonable assistance to Signet to vacate, in the event that it is necessary, any easements, existing storm water or waste water lines, or rights-of-way located within the boundaries of the Site and relocate, as necessary, any utility or other installations within such vacated rights-of-way or other areas of the Site where feasible. Signet shall reimburse the University, and hold the University Indemnified Parties (hereafter defined) harmless, for any and all costs, expenses or liabilities incurred by the University in relation to the approvals, removals, or relocations described in this Section 2.11. The Parties agree to work in good faith to establish such easements as may be reasonably requested by the other.

2.12 Insurance. Beginning no later than the earlier of commencement of (a) staging or (b) construction of the Project (including, without limitation, commencement of excavation, demolition and other site work) and continuing through at least the date of execution by the University of written confirmation of Substantial Completion, Signet shall procure and maintain the minimum insurance coverage described in this Section 2.12 or such other coverage types and amounts required by its lender. Each requirement of this Section 2.12 applies to Signet KY RE and Signet's contractors and subcontractors as it applies to Signet.

(i) Employers Liability Coverage. Signet shall maintain employers' liability coverage with (1) an each-accident limit of not less than $1,000,000, (2) an each-employee limit of not less than $1,000,000, and (3) a disease policy limit of not less than $1,000,000.

(ii) [Intentionally omitted.]

(iii) Commercial General Liability. Signet shall maintain commercial general liability ("CGL") coverage which provides (1) an each-occurrence limit of not less than $3,000,000, (2) a general-aggregate limit of not less than $3,000,000, and (3) a deductible not in excess of $250,000.

(A) The CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.

(B) Signet shall include the University as an additional insured under the CGL policy using ISO endorsement CG 20 26 07 04 or a substitute form(s) providing equivalent coverage.

(C) The CGL insurance provider shall be of recognized financial standing and carry a rating of A-VIII or better by A.M. Best.

(D) The CGL insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs which cover the additional insured(s).

(E) The CGL policy shall not exclude coverage to the additional insured(s) for bodily injury or property damage arising out of the products/completed-operations hazard.

Signet shall cause the General Contractor to maintain CGL coverage as set forth above which shall also include not less than $2,000,000 of ongoing and completed operations coverage, including two (2) year extended completed operations following Substantial Completion of the Project.

Signet shall cause the General Contractor and all subcontractors to maintain workers compensation coverage meeting the requirements of Kentucky law.

Signet shall cause the General Contractor and all subcontractors to maintain business automobile coverage reasonably satisfactory to the University with a limit of not less than $1,000,000 each accident, with the University being added as an additional insured under such policy.

(iv) Umbrella/Excess Liability.

(A) Signet may employ an umbrella/excess liability policy to achieve the above-required minimum coverage.

(B) Signet shall maintain umbrella/excess liability coverage with a limit of not less than $5,000,000 (in addition to the above-required limits).

(C) Signet shall cause the General Contractor to maintain no less than $20,000,000 of umbrella/excess liability coverage in excess of the CGL amounts it shall be required to carry as set forth above.

(v) Professional Liability. Signet shall cause the General Contractor and the Architect to each maintain professional liability insurance with a per-claim limit of not less than $1,000,000 and an annual aggregate limit of not less than $2,000,000.

(A) The professional liability policy shall have an effective date which is on or before the date on which Signet first started to provide any Project-related services.

(B) Upon submission of the associated certificate of insurance and at each policy renewal, Signet shall advise the University in writing of any actual or alleged claims which may erode the professional liability policy's limits.

(vi) Builder's Risk. Signet shall maintain or cause to be maintained All Risk and Builder's Risk - Completed Value Form Property Insurance ("Builder's Risk") covering all physical loss or damage to the Project covered by the extended coverage endorsement then in use in the Commonwealth of Kentucky (including vandalism and malicious mischief) in an amount not less than full replacement value of the Project with deductible not in excess of $50,000. All such insurance shall be written on an occurrence basis. Such insurance shall include the University as an additional insured under the Builder's Risk policy.

All insurance policies to be maintained pursuant to this Section 2.12 must be issued by a company authorized to conduct business in the Commonwealth of Kentucky that is reasonably acceptable to the University. All insurance policies shall contain a provision that the policies and coverages shall not be altered or cancelled without thirty (30) calendar days' prior written notice to the University. All insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs which cover the University. All insurance shall be written on an occurrence basis. Signet shall furnish certificates and other evidence of insurance coverage prior to commencement of (y) staging or (z) construction of the Project (including, without limitation, commencement of excavation, demolition and other site work) and prior to each policy renewal date. Upon request of the University, Signet shall furnish or cause to be furnished certified copies of policies evidencing all insurance coverage required under this Agreement.

All insurance policies required to be maintained by the General Contractor, any subcontractor, or the Architect shall name the University and Signet as additional insureds.

2.13 Liens. Signet shall cause title to the Project to be and remain, during construction of the Project, free from and clear of all liens, claims, and encumbrances created by, through or under Signet or any contractor or subcontractor, except for (a) real estate taxes and assessments that are a lien but not yet due and payable, (b) liens or claims for materials supplied or labor or services performed in connection with the Project that are bonded-off or otherwise removed in accordance with applicable laws within sixty (60) calendar days of the filing of such lien and in any event prior to the commencement of an action to foreclose on such lien and (c) any other liens or exceptions that are approved in writing by the University.

2.14 Environmental Laws. Signet shall not knowingly permit a violation of any Environmental Laws (as defined below) to exist with respect to the Project. Neither Signet nor its contractors or subcontractors shall use or permit to be used all or any portion of the Project for the storage, treatment, use or disposal of any substance for which a license or permit is required by state, federal or local Environmental Laws and for which no such license or permit has been obtained. Without limitation express or implied, unless caused by the negligence or willful misconduct of the University, Signet shall pay all sums and take all such actions as may be required to avoid or discharge the imposition of any lien on the Project facilities under any Environmental Law to the extent caused by a violation by Signet, its contractors or subcontractors of this Section 2.14, and Signet shall indemnify and save harmless the University Indemnified Parties (hereafter defined) from any and all loss, claims, liabilities, fines, and expenses (including attorney's and expert fees) incurred or suffered by the University by virtue of the failure of Signet, its contractors, or subcontractors, to comply with the provisions of this Section 2.14 or by virtue of the failure of the Signet, its contractors, or subcontractors, to comply with any Environmental Law in connection with the presence of any Hazardous Materials in violation of such Environmental Laws.

"Environmental Laws" as used herein shall mean all applicable federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local Governmental Authorities with respect thereto, including, without limitation, CERCLA and similar state law. "Hazardous Materials" as used herein shall mean any and all substances, materials, chemicals, or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Environmental Law applicable to the Project, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives.

2.15 Unforeseen Conditions. The Parties acknowledge that the University selected the Site as the location for the Project. Accordingly, in the event Signet encounters any unforeseen conditions at the Site (including, without limitation, the presence of any Hazardous Materials) after the contingencies deadline set forth in Section 1.2 above, the Parties shall work in good faith to agree upon the scope, timing and cost adjustments necessary to rectify such condition and evidence the same via the University executing a Change Order in accordance with Section 2.7(b) above. In the event that the Parties are unable to agree upon such scope, timing or cost adjustments, either Party may terminate this Agreement. In such event, the University shall reimburse Signet for all documented out-of-pocket expenses incurred by Signet or Signet-related parties prior to the date of such termination.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the University. The University represents and warrants that the following matters are true and correct as of the date of this Agreement and shall be true and correct throughout the Term of this Agreement:

(a) To the University's knowledge, all of the documents provided to Signet by the University are true, correct, and complete in all material respects.

(b) There are no actions, suits or proceedings pending or threatened against or affecting the University which could impair the University's ability to perform its obligations under this Agreement.

(c) This Agreement and all of the documents or instruments being executed in connection with the transactions contemplated hereunder (i) have been duly authorized, executed and delivered, (ii) are the legal, valid and binding obligations of the University, enforceable against it in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally), and (iii) do not violate any provision of any agreement to which it is a party or to which it is subject.

(d) No brokerage commission, finder's fee or other, similar compensation is payable in connection with the transactions contemplated hereunder.

3.2 Representations and Warranties of Signet. Signet represents and warrants that the following matters are true and correct as of the date of this Agreement and shall be true and correct throughout the Term of this Agreement:

(a) To Signet's knowledge, all of the documents provided to the University by Signet are true, correct and complete in all material respects.

(b) There are no actions, suits or proceedings pending or threatened against or affecting Signet which could impair Signet's ability to perform its obligations under this Agreement.

(c) Signet is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Ohio and qualified to do business in the Commonwealth of Kentucky. This Agreement and all of the documents or instruments being executed in connection with the transactions contemplated hereunder (i) have been duly authorized, executed and delivered, (ii) are the legal, valid and binding obligations of Signet, enforceable against it in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and (iii) do not violate any provision of any agreement to which it is a party or to which it is subject.

(d) No brokerage commission, finder's fee or other, similar compensation is payable in connection with the transactions contemplated hereunder.

3.3 Definition of Knowledge. Whenever a representation or warranty is made in this Agreement to the "knowledge" of a Party, such representation and warranty shall be limited to (a) facts and circumstances within the actual and present knowledge of such Party, and (b) facts and circumstances that were disclosed in any written notice at any time received by such Party. The knowledge of the University is limited to the present knowledge after due inquiry of its President, Executive Vice President for Finance and Administration, and Vice President for Facilities Management and Chief Facilities Officer.

ARTICLE IV
INDEMNIFICATION

4.1 Indemnification Obligations of Signet. Signet hereby agrees to indemnify and hold the University and its officers, members, managers, officials, directors, trustees, employees, and agents (collectively, the "University Indemnified Parties" and each, a "University Indemnified Party") harmless from and against the losses, liabilities, claims, damages, costs, and reasonable legal fees, (collectively, the "Losses") imposed upon, incurred by, or asserted against a University Indemnified Party on account of:

(a) a loss of or damage to property, or injury to or death of any person, that is caused by Signet or any of its members, owners, affiliates, employees, consultants, contractors, subcontractors or agents during the construction of the Project, or any part thereof or that occurs on the Site during the construction of the Project; or

(b) a breach or default on the part of Signet in the performance of a covenant, obligation, or agreement of Signet in this Agreement.

Notwithstanding anything contrary contained herein, Signet shall have no duty to indemnify a University Indemnified Party to the extent the Losses result or resulted from (i) the willful misconduct or gross negligence of a University Indemnified Party; or (ii) the breach by a University Indemnified Party of a material representation, warranty or covenant made in this Agreement.

4.2 Indemnification Obligations of the University. The University, to the extent permitted by the laws of the Commonwealth of Kentucky, including but not limited to Section 177 of the Kentucky Constitution, hereby agrees to indemnify, defend and hold Signet and its affiliates, as well as their respective officers, members, managers, officials, directors, employees, and agents (each, a "Signet Indemnified Party") harmless from and against the Losses imposed upon, incurred by, or asserted against a Signet Indemnified Party on account of:

(a) a loss of or damage to property, or injury to or death of any person, that is caused by the University or any of its directors, officers, employees, agents, or independent contractors; or

(b) a breach or default by the University in the performance of any of its covenants, obligations, or agreements under this Agreement.

Notwithstanding anything contrary contained herein, the University shall have no duty to indemnify a Signet Indemnified Party in the event the Losses result or resulted from (i) the willful misconduct or gross negligence of a Signet Indemnified Party; or (ii) the breach by a Signet Indemnified Party of a material representation, warranty, or covenant made in this Agreement.

4.3 Successors and Assigns. The indemnification obligations set forth in this Article IV are intended to and shall include the indemnification of all affected officers, members, managers, officials, directors, trustees, employees, and agents of each Party seeking indemnification, respectively, and their successors and permitted assigns. All insurance required to be maintained pursuant to this Agreement is in support of, and not in satisfaction of Developer's indemnification obligations. The indemnification obligations are intended to and shall be enforceable thereby to the full extent permitted by law and shall survive the termination of this Agreement**.**

ARTICLE V
EVENTS OF DEFAULT

5.1 Events of Default. Any one or more of the following events (each an "Event of Default") shall constitute a breach of this Agreement:

(a) the filing by Signet of any petition for dissolution or liquidation of Signet, or the commencement by Signet of a voluntary case under any applicable bankruptcy, insolvency or other similar law for the relief of debtors, foreign or domestic, now or hereafter in effect, or Signet shall have consented to the entry of an order for relief in an involuntary case under any such law, or the appointment of or taking possession by a receiver, custodian or trustee (or other similar official) for Signet or any substantial part of its property, or a general assignment by Signet for the benefit of its creditors, or Signet shall have taken any corporate action in furtherance of any of the foregoing; or the filing against Signet of an involuntary petition in bankruptcy that results in an order for relief being entered or, notwithstanding that an order for relief has not been entered, the petition is not dismissed or stayed within ninety (90) calendar days of the date of the filing of the petition, or the filing under any law relating to bankruptcy, insolvency or relief of debtors of any petition against Signet that either (i) results in a finding or adjudication of insolvency of Signet, or (ii) is not dismissed or stayed within ninety (90) calendar days of the date of the filing of such petition;

(b) Signet shall fail to maintain or cause to be maintained insurance as required by this Agreement;

(c) Signet shall fail to meet a milestone set forth in the Project Timeline which will, subject to (i) delays attributable to the University, (ii) unforeseen conditions described in Section 2.15, or (iii) Force Majeure, adversely impact the ability of the Project to achieve Substantial Completion by the Target Completion Date;

(d) Signet shall breach in any material respect any of its representations or warranties under this Agreement or shall fail to observe or perform any material term, covenant or condition of this Agreement; provided, however, such failure or breach, shall not constitute an Event of Default so long as Signet gives notice to the University within thirty (30) days of its intention to cure such failure or breach; and if such failure is of such a nature that it cannot be corrected within such thirty (30) day period, institutes curative action within such thirty (30) day period, diligently pursues such action to completion and cures such failure within a reasonable period, after such thirty (30) day period. Notwithstanding the foregoing, the thirty (30) day period shall not apply to an Event of Default under Section 5.1(c) or Signet's failure to timely complete and open the Project, each of which shall constitute an Event of Default immediately upon such failure.

Signet shall pay all reasonable costs and expenses incurred by or on behalf of the University, including without limitation reasonable fees and expenses of counsel, as a result of any Event of Default, including, as applicable any amounts stated in Section 5.2(b) below. Signet acknowledges that its obligations to make such payments shall be absolute and unconditional under any and all circumstances and shall be paid and performed, as the case may be, without notice or demand and without any abatement, reduction, diminution, set-off, defense, counterclaim or recoupment whatsoever is provided.

5.2 Remedies; Remedies Cumulative.

(a) If an Event of Default shall have occurred and be continuing, the University shall have all other rights available at law, in equity or otherwise, including without limitation, the right to (i) remove and replace Signet as the developer of the Project, or (ii) require Signet to complete, or cause to be completed, all or any part of the Project. In either such event, Signet shall hold the University harmless from any damages or additional costs arising from the Event of Default. In the event that the University elects to remove and replace Signet as developer of the Project, the University may, in its discretion, elect to assume control of Signet's work and oversee completion of the Project. The University shall send written notice of such assumption to Signet and any leasehold mortgagee and, upon receipt of such notice, Signet shall forthwith assign to the University or its designee all of Signet's and its affiliates' right, title and interest in and to any and all construction contracts and related agreements and warranties, all payment, completion, construction or surety bonds, any and all insurance policies and all funds then remaining in the accounts subject to the terms of any construction escrow agreement, and all other documents and things reasonably requested by the University or its designee to allow the University or its designee to complete construction of the Project and operate the Project in the manner contemplated by this Agreement, the Ground Lease, and the Facilities Lease.

(b) Remedies for Failure to Meet Target Completion Date. The Parties recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the University if the Project does not reach Substantial Completion by the Target Completion Date. Accordingly, instead of requiring any such proof, the Parties agree that if the Project does not reach Substantial Completion by the

Target Completion Date for reasons other than (i) delays attributable to the University, (ii) unforeseen conditions described in Section 2.15, or (iii) Force Majeure, then beginning on [_____], Signet shall pay the University the following as liquidated damages for delay (but not as a penalty):

i. $[_____], which amount approximates the per-diem debt service obligation on the Obligations financing the Project, for each day that expires from and after [_____], until the Project reaches Substantial Completion; and

ii. Reimbursement of any and all reasonable, temporary parking arrangements University makes for University employees, students, and visitors, due to failure to meet the Target Completion Date, including but not limited to rental of temporary parking space from third parties and shuttle transportation service from temporary parking areas to campus at reasonable regular intervals.

(c) No failure to exercise and no delay in exercising, on the part of any Party to this Agreement, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Substantial Completion will not relieve Developer of its obligation to achieve Final Completion of the Project. The rights, remedies, powers and privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

ARTICLE VI
MISCELLANEOUS

6.1 Term. This Agreement shall remain in effect from the Effective Date until the later of (i) Final Completion of the Project or (ii) termination of the Ground Lease and the Facilities Lease, and all obligations of Signet KY RE thereunder ("Term").

6.2 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The Parties hereby agree that all demands, claims, actions, causes of action, suits, proceedings and litigation between or among the Parties or arising out of this Agreement shall be filed, tried and litigated only in the Franklin Circuit Court, Commonwealth of Kentucky. In connection with the foregoing, the parties hereto irrevocably consent to the jurisdiction and venue of such courts and expressly waive any claims or defenses of lack of jurisdiction of or proper venue by such courts.

6.3 Exhibits, Entire Agreement, Beneficiaries. All exhibits referred to herein shall be considered a part of this Agreement as fully as if and with the same force and effect as if such exhibit had been included herein in full. This Agreement, and all the agreements and exhibits identified herein, and the RFP, represent the entire agreement between the University and Signet with regard to the Project and all prior agreements are superseded hereby. This Agreement is for the sole benefit of the University and Signet and for any mortgagees of any mortgage that Signet

shall hereafter execute, and no other party other than those specifically listed in this Agreement are benefited hereby.

6.4 Relationship of the Parties. The relationship of the Parties shall be limited to the development and construction of the Project. The Parties shall act as independent contractors of each other with regard to this Agreement. All personnel and staff of each Party shall be and remain employees or agents of, or independent contractors with, that Party and not of or with the other Party. Neither Party shall represent to any third-party that the Parties are partners, co-venturers or principal and agent, or have any other relationship other than that of independent contractors with regard to this Agreement.

6.5 No Waiver. The failure of any Party to seek redress for violation, or to insist upon the strict performance of any covenant, agreement, provision, or condition of this Agreement shall not constitute a waiver of such strict performance and the Parties shall have all remedies provided in this Agreement and by applicable law with respect to any subsequent act which would originally constitute a violation.

6.6 Interpretation. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. The paragraph headings used in this Agreement are intended for reference purposes only and shall not be considered in the interpretation of the terms and conditions of this Agreement. No provision of this Agreement is to be interpreted for or against either Party because that Party or its legal counsel drafted such provision. If there is any conflict between the terms of this Agreement and specific terms of the Facilities Lease, Ground Lease, or RFP regarding the construction and development of the Project, then the terms of this Agreement will prevail. With respect to matters other than the construction and development of the Project, the Facilities Lease shall prevail.

6.7 Severability. If one or more of the provisions of this Agreement or any application of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this Agreement and any other application of such provisions shall in no way be affected or impaired.

6.8 Amendments and Assignments. This Agreement may be amended, from time to time, only with the written consent of the University and Signet. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent may be withheld in the discretion of the non-assigning Party.

6.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

6.10 Notices. All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly delivered and deemed to have been received (a) upon personal delivery, (b) two (2) business days after deposit with a nationally recognized overnight delivery service, (c)

if mailed, upon the first to occur of actual receipt or four (4) business days after being placed in the United States mail, postage prepaid, registered or certified mail, with return receipt requested, or (d) upon receipt of electronic confirmation of receipt in the event of delivery by electronic mail (provided that a copy of such correspondence is also delivered by one of the methods described in (a) – (c) above within one (1) calendar day following delivery of such electronic mail). The addresses to which notices shall be sent are set forth below. Notice of any change in address by any of the Parties to this Agreement shall be given in writing to the other Party as provided above, and shall be effective only upon actual receipt:

If to the University, to:

University of Kentucky
Office of Legal Counsel
301 Main Building
Lexington, Kentucky 40506-0032
Attn: Academics, Finance, Students and Athletics legal group
Email: shannan.stamper@uky.edu

With a copy to:

UK Real Estate Services
824 Bull Lea Run, Suite 210
Lexington, Kentucky 40511
Email: george.ward@uky.edu

If to Signet, to:

Signet KY Development, LLC
c/o Signet Real Estate Group, LLC
10201 Centurion Parkway N., Suite 402
Jacksonville, Florida 32256
Attention: Spencer G. Hyatt
Telephone: 904-350-1314
Email: shyatt@signetre.com

With a copy to:

Brennan Manna Diamond
The Carnegie Building
75 East Market Street
Akron, Ohio 44308
Attention: Lee S. Walko, Esq.
Email: lswalko@bmdllc.com

Each of the University and Signet shall designate a representative (hereinafter the "University Representative" and the "Signet Representative"), who each shall be authorized to receive such oral

notices as may be made from time to time under the Agreement (but only if and when oral notices are expressly permitted under this Agreement), perform such actions as are specifically assigned to said representative under this Agreement and act on behalf of the Parties on a day-to-day basis with respect to the Project. A Party may change its representative on ten (10) calendar days' prior written notice to the other Party.

The initial University Representative shall be [_____].

The initial Signet Representative shall be Spencer G. Hyatt.

6.11 Additional Acts. In connection with this Agreement, as well as all transactions contemplated by this Agreement, the University and Signet each agree to work in good faith and execute and deliver such additional documents and instruments and take all such necessary action and perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and all such transactions; provided, however, this Agreement may be modified only in accordance with the terms hereof.

6.12 Announcements. Except as may be required by law or Governmental Authorities, the Parties shall agree on the content and date of any public announcement or statement concerning the existence of this Agreement or its subject matter or anything related to the Project.

6.13 Force Majeure. The time for performance by a Party of any term, provision or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, acts of war or terrorism, floods, restrictions by Governmental Authorities, and any other similar cause not within the control of, or the result of the fault or negligence of, the Party, as the case may be ("Force Majeure"). A Party claiming Force Majeure shall notify the other of such delay by notice in accordance with this Agreement not more than seven (7) business days after the beginning of such delay and the cause(s) thereof.

6.14 Relationship of the Parties. The relationship of the Parties shall be limited to the development and construction of the Project. Nothing herein or in the Ground Lease or Facilities Lease shall be deemed to create a partnership or joint venture between the Parties, nor to authorize either Party to act as an agent for the other.

6.15 Equal Opportunity. While performing its construction of the Project under this Agreement, Signet shall comply with the University's nondiscrimination policy and shall not in its operations or employment practices discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or smoker or nonsmoker status, as long as the person complies with the University's policy concerning smoking.

[Remainder of page intentionally blank. Signatures appear on the following pages.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

"The University":
THE UNIVERSITY OF KENTUCKY

By:_____
Dr. Eric N. Monday
Executive Vice President for Finance
and Administration

_____
Approved as to Legal Form
for the University:

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF FAYETTE)

BEFORE ME, a Notary Public, in and for said county and state, personally appeared Dr. Eric N. Monday, the Executive Vice President for Finance and Administration, for and on behalf of the University, a Commonwealth of Kentucky institution of higher education, who acknowledged that he/she did sign the foregoing instrument and the same was his/her free act and deed and the free act and deed of said University.

IN WITNESS WHEREOF, I hereto affix my hand and official seal at _____, Kentucky, this __ day of [_____], 2026.

_____
Notary Public

"Signet":

SIGNET KY
DEVELOPMENT, LLC,
an Ohio limited liability company

By: Signet Development, Ltd.
Its: Sole Member

By:_____
Mark S. Corr, IV
President and Chief Executive Officer

STATE OF OHIO)
) SS:
SUMMIT COUNTY)

BEFORE ME, a Notary Public, in and for said county and state, personally appeared Mark S. Corr, IV, President and Chief Executive Officer of Signet Development, Ltd., sole member of Signet KY Development, LLC, an Ohio limited liability company, by Mark S. Corr, its President and Chief Executive Officer, for and on behalf of Signet, who acknowledged that he did sign the foregoing instrument and the same was his free act and deed and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I hereto affix my hand and official seal at Akron, Ohio, this ____ day of [_____], 2026.

_____
Notary Public

EXHIBIT A:

Description of the Site

The “Project” shall mean the design, development, and construction of the Chandler Garage Expansion. The Project will include the demolition of Parking Structure 1 and the construction of a 2,400-space parking garage on the south end of the Albert. B Chandler Hospital. The garage will include approximately 70,000 square feet of shell space which will provide UK HealthCare support services and potential mixed-use retail venues along the ground and second levels of the facility that will serve students, patients, faculty, staff and visitors.

EXHIBIT B:

Ground Lease

GROUND LEASE

by and between

COMMONWEALTH OF KENTUCKY, for the use and benefit of
UNIVERSITY OF KENTUCKY,
as Ground Lessor

and

SIGNET KY RE 4, LLC,
as Ground Lessee

Dated as of
[_____], 2026

GROUND LEASE

This GROUND LEASE (this "Ground Lease"), is made and entered into as of _____ 1, 2026, by and between the COMMONWEALTH OF KENTUCKY, for the use and benefit of the UNIVERSITY OF KENTUCKY, a public body corporate and an educational institution and agency of the Commonwealth of Kentucky, as ground lessor (the "Ground Lessor" and sometimes the "University") and SIGNET KY RE 4, LLC, a limited liability company organized and existing under the laws of the Commonwealth of Kentucky, as ground lessee (the "Ground Lessee");

WITNESSETH

WHEREAS, the Ground Lessor is the owner of certain real property and the improvements thereon located at the northwest corner of Cooper Drive and University Drive, in Lexington, Kentucky, as further described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Ground Lessor has agreed to lease the Property to the Ground Lessee under the terms and conditions hereof for use by the Ground Lessee in connection with the development, acquisition, construction, installation, equipping, and operation of an expansion of the Chandler Expansion Parking Structure (the "Improvements" and, together with the Property, the "Project"); and

WHEREAS, the Ground Lessor and the Ground Lessee, as a consequence of this Ground Lease, shall enter into a Facilities Lease, whereby the University will lease the Project, including without limitation the Property, from the Ground Lessee for the purpose of financing the costs of the Improvements (the "Facilities Lease"); and

WHEREAS, the Ground Lessee shall finance the costs of the Project by the issuance of the Lease Purchase Obligations, Series 2026A and Taxable Series 2026B (University of Kentucky Chandler Expansion Parking Structure) (the "Obligations") under a Trust Indenture (the "Indenture"), by and between the Ground Lessee and [U.S. Bank Trust Company, National Association], as trustee (the "Trustee"); and

WHEREAS, the obligations of the Ground Lessee to pay the Obligations shall be secured by the assignment of the rights of the Ground Lessee under the Facilities Lease to the Trustee under the Indenture pursuant to a Lease Assignment Agreement dated as of _____ 1, 2026 (the "Lease Assignment");

NOW THEREFORE, IN CONSIDERATION of the covenants and agreements of the parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto:

Section 1. Demise. Subject to and upon the terms, conditions, covenants, and undertakings hereinafter set forth, the Ground Lessor hereby leases to the Ground Lessee, and the Ground Lessee hereby leases from the Ground Lessor, the Property.

Section 2. Ground Lessor's Representations and Warranties. The Ground Lessor hereby represents and warrants to and with the Ground Lessee that, as of the date hereof:

(a) The Ground Lessor has good and merchantable title interest in the Property, has authority to enter into, execute, and deliver this Ground Lease, and has duly authorized the execution and delivery of this Ground Lease;

(b) The Property is located in Fayette County, Kentucky, constitutes the site upon which the Project will be developed, constructed, and operated, and the Ground Lessor has determined that the Property will be suitable and convenient for the Project through Ground Lessor's entering into this Ground Lease and the Facilities Lease, and the completion of the transactions contemplated thereby;

(c) The Property is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien, or encumbrance that would prohibit or materially interfere with the construction of the Project or the use of the Property, as contemplated by the Facilities Lease;

(d) All taxes, assessments, or impositions of any kind with respect to the Property, except current taxes, have been paid in full;

(e) There are no liens outstanding against the Property; and

(f) The Ground Lessor has authority to enter into, execute, and deliver this Ground Lease, and has duly authorized its execution and delivery.

Section 3. Ground Lessee's Warranties. The Ground Lessee covenants and warrants to the Ground Lessor that the Ground Lessee has authority to enter into, execute, and deliver this Ground Lease and the Facilities Lease, and has duly authorized the execution and delivery of this Ground Lease and the Facilities Lease.

Section 4. Term. The term (the "Term") of this Ground Lease shall commence as of the date first above written, and shall end upon the later of the date of termination of the Facilities Lease or the final date of payment of all principal of, premium, if any, and interest on the Obligations, together with the payment of all other amounts related thereto, to the registered holders of the Obligations, or their assignees, under the Indenture.

Section 5. Rent. The rent shall be One Dollar ($1.00) payable in one installment on the date hereof. The parties hereto affirm that (a) the consideration reflected in this Ground Lease is the full actual consideration paid for the leasehold interest in the Property transferred hereby; and (b) the fair market value of the leasehold interest in the Property conveyed herein is the rent set forth in this Section.

Section 6. Lease. In further consideration of the authorization, execution, and delivery of this Ground Lease by each of the parties, the parties have entered into the Facilities Lease and agreed to carry out and perform their obligations thereunder.

Section 7. Use. The Ground Lessee shall develop, construct, and operate the Project as provided in the Facilities Lease and the Development Agreement dated as of _____, 2026,

by and between the Ground Lessor and Signet KY Development, LLC, an Ohio limited liability company and an affiliate of the Ground Lessee.

Section 8. Quiet Enjoyment. The Ground Lessor covenants that upon the Ground Lessee's paying the rent reserved herein, and performing all conditions and covenants set forth in this Ground Lease and the Facilities Lease, the Ground Lessee shall and may peaceably have, hold, and enjoy the Property for the term of this Ground Lease, subject to termination as provided in the Facilities Lease. The Ground Lessee covenants that upon expiration or termination of this Ground Lease it shall give the Ground Lessor peaceable possession of the Property, together with all the improvements constructed thereon pursuant to the Facilities Lease.

Section 9. Assignment and Subletting. So long as the Facilities Lease is in effect, Ground Lessor may sublet, mortgage, or otherwise encumber the Property only in accordance with the Facilities Lease.

Section 10. Ground Lessee's Default. The Ground Lessee's failure to observe or perform any of the obligations of Ground Lessee provided herein or in the Facilities Lease shall be an "event of default" or a "default" hereunder.

Section 11. Ground Lessor's Remedies. Upon the occurrence of an event of default by the Ground Lessee hereunder, which shall remain uncured for thirty days after receipt by the Ground Lessee of written notice from the Ground Lessor of such event of default, the Ground Lessor may thereafter or any time subsequently during the existence of such breach or default: (a) enter into and upon the Property and repossess the same, expelling and removing therefrom all persons and property; and (b) terminate this Ground Lease and hold the Ground Lessee liable for damages for its breach.

Section 12. Binding Effect. This Ground Lease shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns.

Section 13. Severability. If any section, paragraph, or clause of this Ground Lease shall be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, or clause shall not affect any of the remaining provisions hereof.

Section 14. Counterpart Signatures. This Ground Lease may be signed in one or more counterparts, which together shall constitute one Ground Lease.

Section 15. Applicable Law. This Ground Lease shall be interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.

[Signature page to follow]

SIGNATURE PAGE TO GROUND LEASE

IN TESTIMONY WHEREOF, the University of Kentucky has caused this instrument to be executed in its name and on its behalf by its duly authorized Executive Vice President for Finance and Administration; and Signet KY RE 4, LLC has caused this instrument to be executed in its name and on its behalf by its duly authorized Member, effective as of the day and year first above written.

GROUND LESSOR:

COMMONWEALTH OF KENTUCKY,
UNIVERSITY OF KENTUCKY

By:_____
Dr. Eric N. Monday
Executive Vice President
Finance and Administration

GROUND LESSEE:

SIGNET KY RE 4, LLC,
a Kentucky limited liability company

By: _____
Mark S. Corr, IV
President and Chief Executive Officer

[Continued on the following page]

COMMONWEALTH OF KENTUCKY)
) ss
COUNTY OF _____)

The foregoing Ground Lease was acknowledged before me this _____, 2026, by Dr. Eric N. Monday, as Executive Vice President for Finance and Administration, of the University of Kentucky, a public body corporate and an educational institution and agency of the Commonwealth of Kentucky, on behalf of the University.

_____
Notary Public

My commission expires: _____

Notary ID: _____

STATE OF OHIO)
) ss
COUNTY OF SUMMIT)

The foregoing Ground Lease was acknowledged before me this _____, 2026, by Mark S. Corr, IV, as President and Chief Executive Officer of Signet KY RE 4, LLC, a Kentucky limited liability company, on behalf of the company.

_____
Notary Public

My commission expires: _____

Notary ID: _____

This instrument prepared by the undersigned
Attorney at Law:

John S. Egan
Frost Brown Todd LLP
400 West Market Street, Suite 3200
Louisville, Kentucky 40202
(502) 751-3092

EXHIBIT A
TO
GROUND LEASE

DESCRIPTION OF GROUND LEASE PREMISES

Ground Lease Description of
Chandler Expansion Parking Structure located on the campus of the University of Kentucky
Lexington, Fayette County, Kentucky

(Still under development)

EXHIBIT C:

Facilities Lease

FACILITIES LEASE

By and Between the

UNIVERSITY OF KENTUCKY

As University

And

SIGNET KY RE 4, LLC

As Facilities Lessor

Dated as of [_____], 2026

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FACILITIES LEASE

This Facilities Lease is made and entered into as of _____, 2026 (this "Facilities Lease" or "Lease"), by and between the **UNIVERSITY OF KENTUCKY**, party of the first part (the "University" or "Facilities Lessee") and **SIGNET KY RE 4, LLC**, a Kentucky limited liability company, party of the second part, its successors and assigns (the "Facilities Lessor").

W I T N E S S E T H:

WHEREAS, the University issued a Request for Proposal UK-1896-19 (the "RFP"), dated October 8, 2018, soliciting proposals for the development of a new Mixed-Use Parking Garage (now known as the "Cornerstone") to be developed on property located on the northwest corner of Winslow Street and South Limestone;

WHEREAS, pursuant to the RFP, Signet Real Estate Group, LLC ("Signet") was selected to negotiate with the University for the development of the Cornerstone, and any future parking related on-campus projects, including financing, design, construction, operations, and management, or any combination thereof;

WHEREAS, through a Letter of Intent dated January 22, 2026, Signet's affiliate, Signet KY Development, LLC ("Developer"), proposed (i) to provide the development, design and construction services for, (ii) to cause the construction of, and (iii) to facilitate or provide financing for, a Chandler Expansion Parking Structure (as further described below, the "Project"). The Project will be developed at the _____ corner of _____ generally described or depicted on Exhibit B attached hereto (the "Site" a legal description of which is attached hereto as Exhibit B), which Site is owned in fee simple by the University;

WHEREAS, under the Developer's plan of development, the University, as ground lessor, is entering into a Ground Lease dated the date hereof with the Facilities Lessor, as ground lessee, such Ground Lease to be recorded in the real estate records of Fayette County, Kentucky;

WHEREAS, the Developer pursuant to a Development Agreement (as hereinafter defined) will cause the development of the Project to be constructed on the Site;

WHEREAS, the Facilities Lessor wishes to lease the Project to the University, and the University wishes to lease the Project from the Facilities Lessor, pursuant to this Facilities Lease;

WHEREAS, pursuant to a Lease Assignment Agreement dated as of even date herewith (the "Assignment Agreement") between the Facilities Lessor and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), Facilities Lessor will assign all of its right, title and interest in this Facilities Lease to the Trustee, in consideration of the execution and delivery by the Trustee of the Lease Purchase Obligations, Series 2026A and Taxable Series 2026B (University of Kentucky Chandler Expansion Parking Structure), collectively evidencing a Proportionate Interest (as defined in the Indenture hereinafter defined) in Base Rent to be paid by the University (the "Obligations"), pursuant to a Trust Indenture dated as of _____, 2026 (the "Indenture") between the Facilities Lessor and the Trustee, the proceeds of which are to be used to finance the acquisition, construction, installation and equipping of the Project;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS. In addition to the words and terms defined in the recitals and elsewhere in this Facilities Lease, the words and terms defined in this Section 1 shall, for all purposes of this Facilities Lease, have the meanings herein specified, except as otherwise expressly provided or unless the context otherwise requires. Those words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization, or which are otherwise defined terms under the Indenture, shall have the meanings set forth in the Indenture.

"Additional Rent" means (i) with respect to any particular Lease Payment, the portion of such Lease Payment not reflected on Exhibit A attached hereto, which may be comprised of (a) Rebate Amounts payable by Facilities Lessee to the Trustee under the Indenture; (b) Extraordinary fees and expenses of the Trustee; (c) insurance proceeds related to the Project to be received by the Trustee in accordance with this Facilities Lease or the Indenture; or (d) condemnation proceeds related to the Project to be received and applied by the Trustee in accordance with this Facilities Lease or the Indenture, and (ii) with respect to all Lease Payments remaining to be paid on any particular date hereunder, the sum of all items described in clause (i) of this definition then remaining to be paid (which may or may not be known on the date of such determination).

"Administrative Expense Fund" means the Administrative Expense Fund established under the Indenture for the purpose of paying the costs of issuance of the Obligations.

"Architect" means [Ross Tarrant Architects].

"Assignment of Lease" means the Lease Assignment Agreement of even date herewith whereby the Facilities Lessor assigned all of its right, title and interest in this Facilities Lease to the Trustee, and any permitted amendments or supplements thereto.

"Authorized Officer", means, (i) when used with respect to the Facilities Lessor, any representative of the Facilities Lessor who is designated in writing by the manager of the Facilities Lessor as an Authorized Officer for purposes of this Facilities Lease, (ii) when used with respect to the Trustee, the President, any Vice President, any trust officer or any officer of the Trustee who is designated in writing by the Board of Directors of the Trustee as an Authorized Officer for purposes of this Facilities Lease and (iii) when used with respect to the University, the Executive Vice President for Finance and Administration of the University of Kentucky, or any representative of the University of Kentucky designated in writing by the University of Kentucky as an Authorized Officer for purposes of this Facilities Lease.

"Base Rent" means (i) with respect to any particular Lease Payment, the portion of such Lease Payment comprised of principal and interest and the ordinary fees of the Trustee identified for such Lease Payment described on Exhibit A attached hereto, and (ii) with respect to all Lease Payments remaining to be paid on any particular date hereunder, the sum of all items described in clause (i) of this definition then remaining to be paid.

"Business Day" means a day of the year, other than (a) a Saturday; (b) a Sunday; (c) a day on which the corporate trust office of the Trustee is required or authorized by law to remain closed; or (d) a day on which the New York Stock Exchange is closed.

"Certificate of Occupancy" means the final certificate of occupancy for the Project issued by the Commonwealth of Kentucky, Department of Housing, Buildings and Construction, evidencing that the Project has been completed and is available for occupancy by the University.

"Closing Date" means the date of initial delivery of the Obligations to the Original Purchaser.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and proposed and temporary regulations promulgated thereunder.

"Company" or "Facilities Lessor" means Signet KY RE 4, LLC.

"Construction Contract" means, collectively, (i) Standard Form of Agreement between the Company and the Contractor (AIA DocumentA133) dated as of _____, 2026 (signed on _____, 2026) and (ii) General Conditions of the Contract for Construction (AIA Document A201).

"Construction Fund" means the Construction Fund established under the Indenture for the purpose of paying the costs of the acquisition, construction, installation and equipping of the Project.

"Construction Period" means the period between (i) the earlier of the Closing Date or the date of the beginning of the acquisition, construction and installation of the Project, and (ii) the Project Completion Date.

"Contractor" means [Messer Construction].

"Developer" means Signet KY Development, LLC, an Ohio limited liability company authorized to do business in the Commonwealth of Kentucky.

"Development Agreement" means the Development Agreement dated as of _____, 2026 by and between the Developer and the University.

"Event of Default" means any of the events described in Section 23 hereof.

"Facilities Lease" means this Facilities Lease and any permitted amendments or supplements thereto.

"Fiscal Year" means a year beginning on July 1 and ending on June 30.

"General Receipts" means General Receipts as defined in the General Receipts Trust Agreement, as amended.

"General Receipts Trust Agreement" means the Trust Agreement dated as of November 1, 2005, between the University of Kentucky and the General Receipts Trustee, as supplemented, with respect to the General Receipts Bonds.

"General Receipts Obligations" means Obligations as defined in the General Receipts Trust Agreement, as amended.

"General Receipts Trustee" means the trustee under the General Receipts Trust Agreement.

"Government Obligations" means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, (b)

obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of, premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America or Federal Reserve Bank), and (c) securities which represent an interest in the obligations described in (a) and (b) above.

"Ground Lease" means the Ground Lease dated as of _____, 2026 between the University, as fee owner, and the Company, as ground lessee, whereby the University has leased the Site to the Company for the term set forth therein, and any permitted amendments or supplements thereto.

"Improvements" as used herein means the improvements to be constructed at the Site for the Project, comprised of the construction of a Chandler Expansion Parking Structure [and a related retail component] as set forth in the Plans and Specifications.

"Indenture" means the Trust Indenture dated as of _____, 2026 between the Facilities Lessor and the Trustee, pursuant to which the Obligations are being issued and delivered, as supplemented or amended.

"KRS" means the Kentucky Revised Statutes, as the same may be amended from time to time.

"Lease Documents" means the Ground Lease, this Facilities Lease, the Assignment of Lease, the Obligations, and the Indenture.

"Lease Payment Date" means [March 20, 2027, and each September 20 and March 20] thereafter during the Lease Term.

"Lease Payments" means amounts payable by the University under this Facilities Lease comprised of Base Rent and Additional Rent.

"Lease Term" has the meaning set forth in Section 3 hereof.

"Obligation Payment Date" means the semi-annual dates set forth in the Indenture for the payment of interest on the Obligations, being each [April 1 and October 1, commencing April 1, 2027].

"Obligation Payment Fund" means the Obligation Payment Fund established under the Indenture for the purpose of paying principal of, and interest on, the Obligations when due.

"Obligations" means (i) the Lease Purchase Obligations, Series 2026A (University of Kentucky Chandler Expansion Parking Structure), issued in the principal amount of $_____, and (ii) the Lease Purchase Obligations, Taxable Series 2026B (University of Kentucky Chandler Expansion Parking Structure), issued in the principal amount of $_____, evidencing the proportionate interests of the Owner thereof in this Facilities Lease, including payments of Base Rent to be made by the University hereunder, and in the Project.

"Original Purchasers" means Morgan Stanley & Co. LLC, BofA Securities, Inc., PNC Capital Markets LLC and Stifel, Nicolaus & Company, Incorporated.

"Outstanding", when used with reference to the Obligations and as of any particular date, means all Obligations theretofore delivered except: (a) any Obligation cancelled by the Trustee on or before said date, (b) any Obligation in lieu of or in substitution for which another Obligation shall have been delivered pursuant to the Indenture, and (c) Obligations which are deemed paid in accordance with the Indenture.

"Owner" means the registered owner of any outstanding Obligation.

"Plans and Specifications" means the detailed plans and specifications for the construction of the Improvements in accordance with the Construction Contract.

"Project" means the construction of a Chandler Expansion Parking Structure.

"Project Completion Date" means the date of Substantial Completion of the Project.

"Purchase Date" has the meaning set forth in Section 6 hereof.

"Purchase Price" has the meaning set forth in Section 6 hereof.

"RFP" means University of Kentucky Purchasing Division Request for Proposals UK-1896-19.

"Series 2026A Obligations" means the Lease Purchase Obligations, Series 2026A (University of Kentucky Chandler Expansion Parking Structure), issued in the principal amount of $_____.

"Series 2026B Obligations" means the Lease Purchase Obligations, Taxable Series 2026B (University of Kentucky Chandler Expansion Parking Structure), issued in the principal amount of $_____.

"Site" means the real estate and interest in real estate constituting the site of, and part of, the Project, as described in Exhibit B attached hereto as a part hereof.

"Special Counsel" means a nationally recognized firm of municipal bond attorneys, selected by the Company with the consent of the University.

"Tax Certificate" means the Tax Certificate of the University.

"Termination Date" means the first to occur of (i) [October 1, 2056], (ii) the exercise by the University of its option to purchase the Project as described herein; (iii) a default by the University hereunder and termination of this Facilities Lease; and (iv) the complete payment and performance by the University of all Lease Payments and other obligations as set forth in this Facilities Lease.

"Trustee" means U.S. Bank Trust Company, National Association, Louisville, Kentucky, its successor or successors, and any other banking corporation or association which may at any time be substituted in its place pursuant to the Indenture.

"Trust Funds" means, collectively, the Administrative Expense Fund, the Construction Fund, the Obligation Payment Fund, and the Rebate Fund.

"University" means the University of Kentucky.

SECTION 2. LEASE OF PROJECT. Facilities Lessor, in consideration of the terms, covenants and conditions hereinafter set forth, does hereby demise, lease and rent the Project to the University and the Facilities Lessee does hereby demise, lease and rent the Project from the Facilities Lessor, as provided herein. All leasehold rights granted to the University by the Facilities Lessor under this Facilities Lease shall vest in the University without further action on the part of the Facilities Lessor; provided, however, that the University's possession of the Project shall not occur until the Project Completion Date and University's obligation to pay rent under Section 4 hereof shall not commence until [March 20, 2027].

University declares its current need for the Project and further determines and declares its expectations that the Project will (so long as it is subject to the terms hereof) adequately serve the needs for which it is acquired throughout the Lease Term. The University hereby determines and declares that, to the best of its knowledge, the period during which the University has the option to purchase the Project (i.e. years 10-30 of this Facilities Lease) does not exceed the useful life of the Project.

In order to secure its obligations hereunder, the University hereby grants to the Facilities Lessor a security interest in the University's General Receipts and all proceeds thereof, which security interest shall be subordinate only to the University's pledge of General Receipts in support of, and as security for, General Receipts Obligations currently existing or that may be issued or entered into from time to time under the General Receipts Trust Agreement; provided that the amount of General Receipts pledged hereunder is expressly limited to the Base Rent that is due and unpaid pursuant to Section 4 hereof. The foregoing pledge is made on a parity with respect to payment and security with all other existing and future indebtedness of the University comprising "Subordinate Indebtedness" under the General Receipts Trust Agreement.

SECTION 3. TERM. The term of this Facilities Lease (the "Lease Term") will be for the period which begins on the date of this Facilities Lease and which ends on the first to occur of the following (the "Termination Date"):

(a) [October 1, 2056]; or

(b) Exercise by the University of its option to purchase the Project under Section 6 hereof; or

(c) A default by the University under this Facilities Lease and termination of this Facilities Lease as described in Section 24 hereof; or

(d) The complete payment and performance by the University of all Lease Payments and other obligations as set forth in this Facilities Lease.

SECTION 4. RENT. During the Lease Term, the University shall pay, without notice or demand, the Base Rent due on the Lease Payment Dates indicated on Exhibit A hereto, such payments to be made on each [March 20 and September 20, beginning March 20, 2027], to the extent that amounts are not then on deposit in the Obligation Payment Fund and available to make payments of the principal of, or interest on, the Obligations in full on the next ensuing [April 1 and October 1]. All payments of Base Rent shall be made to the Trustee, as assignee of the Facilities Lessor, in immediately available funds, at such place as the Trustee may reasonably specify.

Payments of Base Rent shall be applied first to the principal of and interest in the Obligations that is then due and then to the regular fees of the Trustee then due. The obligation of the University to make such payments of Base Rent on such dates is absolute and unconditional and is not subject to any set-off, abatement, defense, counterclaim or recoupment for any reason whatsoever. Without limiting the foregoing, the University shall be entitled to a credit against Base Rent due from time to time for any amounts available therefor in the Obligation Payment Fund, all as defined in and to the extent provided by the Indenture; provided that there is no representation, warranty, or covenant, express or implied, that any such amounts shall be so available.

All Lease Payments shall be made in lawful money of the United States of America.

The University reasonably believes and warrants that funds will be available to make all Lease Payments during the Lease Term and hereby covenants that, unless the University has given notice of its option to purchase the Project pursuant to Section 6 hereof and paid the Purchase Price, hereinafter defined, it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments in budgets submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals, if any, in the event such portion of the budget is not approved. It is the University's intent to make Lease Payments for the Lease Term if funds are legally available therefor, and in that regard the University represents that the use of the Project will be essential to its proper, efficient, and economic operation.

SECTION 5. DEVELOPMENT OF PROJECT; CONTROL AND MANAGEMENT OF THE PROJECT ON AND AFTER THE PROJECT COMPLETION DATE. Facilities Lessor or its affiliates shall develop the Project in accordance with the Development Agreement. Facilities Lessor shall control the development, acquisition, construction, installation, and equipping of the Project to, but excluding, the Project Completion Date. Except as may otherwise be set forth herein, on and after the Project Completion Date, the University shall manage and operate the Project, including, without limitation, the payment of all management, operating, and maintenance costs related thereto. Facilities Lessor, as the fee owner of the Improvements, shall fully cooperate with the University to ensure continual and uninterrupted supply of utilities to the Project during the Lease Term. Facilities Lessor shall not be responsible for the quality, quantity, interruption or failure in the supply of any utility to the Project when such supply is affected by conditions beyond the control of Facilities Lessor.

SECTION 6. OPTION TO PURCHASE. Facilities Lessor hereby grants to the University the option to purchase the entire interest of Facilities Lessor in the Project in accordance with the provisions of this Facilities Lease, the RFP and KRS 45A.077. The University shall have the right to exercise such option to purchase on any Business Day occurring on or after [October 1, 2036] (the "Purchase Date"), upon giving 30 days written notice to the Trustee, as assignee of Facilities Lessor. The University may not purchase less than Facilities Lessor's entire interest in the Project.

The purchase price (the "Purchase Price") for the Project shall be equal to the sum of (i) the amount set forth in Exhibit A under the heading Optional Purchase Price, (ii) accrued interest through the Purchase Date, and (iii) any Additional Rent then due. Notwithstanding the foregoing, the University shall receive a credit against the Purchase Price in an amount equal to the aggregate amounts on deposit in the Obligation Payment Fund on the Purchase Date. The Purchase Price

shall be payable by the University in cash in lawful money of the United States to the Trustee, as assignee of Facilities Lessor, on the Purchase Date.

Upon payment of the Purchase Price, Facilities Lessor shall deliver to the University any documents the University may reasonably request and such documents shall be executed and in recordable form conveying Facilities Lessor's interest in the Project which shall be conveyed free and clear of all liens, encumbrances, covenants, conditions, restrictions, easements, and rights of pay of record, leases or other tenancy agreements, and other matters of record, except (i) current taxes which are a lien but not yet delinquent, (ii) those portions of current assessments not yet due and payable, (iii) anything of record or not of record that in any way affects title to the Project resulting from the acts or omissions of the University, (iv) any liens and encumbrances existing on the date of the Ground Lease or placed on the Site during the term of this Facilities Lease by the University and Facilities Lessor jointly, (v) any covenants, conditions, restrictions, easements, rights of way of record, and leases or other tenancy agreements existing on the effect date of ground leasing of the Site under the Ground Lease, and (vi) easements, conditions and matters incorporated in any subdivision plat approved by the Lexington Fayette Urban County Government.

Additionally, in the event of destruction or damage by fire or other casualty to the Project rendering more than twenty five percent (25%) of the Leased Premises either untenantable or undesirable for its intended use, the University has the option to effect extraordinary optional redemption of the Obligations in whole on any Business Day pursuant to Section 2.07 of the Indenture, by paying the Purchase Price for the Project as described in the second paragraph of this Section 6. Purchase of the Project by the University under this paragraph of Section 6 of this Facilities Lease requires delivery of the following to the Trustee and the Facilities Lessor: (i) at least 30 days' written notice, (ii) a certificate of the University stating that available insurance proceeds are insufficient to restore the Project to its intended functionality and use and, as result, the University has elected to purchase the Project pursuant to Section 6 of the Facilities Lease and terminate the Facilities Lease and (iii) a certificate of a Qualified Independent Engineer stating that twenty five percent (25%) or more of the Leased Premises has been destroyed or damaged by fire or other casualty.

SECTION 7. CONSENT TO ASSIGNMENT. The University hereby consents to the assignment by Facilities Lessor of its right, title, and interest in this Facilities Lease to the Trustee pursuant to the Assignment of Lease. The University agrees that the Trustee (rather than Facilities Lessor) shall be entitled to exercise all remedies provided for herein. Except for the assignment under the Assignment of Lease, the Facilities Lessor shall not convey its interests in the Project to a third party except with the written consent of the University.

SECTION 8. TAXES AND ASSESSMENTS. The Developer shall be responsible for payment before they become delinquent, of any ad valorem taxes (if any) that may be assessed against the fee or any leasehold interest held by the Facilities Lessor prior to Substantial Completion of the Project. After Substantial Completion, the University shall be responsible for the payment before they become delinquent, of any ad valorem taxes (if any) that may be assessed against any fee or leasehold ownership interest held by Facilities Lessor or University in the Project, and shall have the right to contest such liability or the amount of such tax assessment. Facilities Lessor agrees to cooperate fully with the University in any such contest, including, but not limited to, execution of any documents necessary or beneficial to the University's case. If such tax assessment shall be accepted by the University as valid, or if contested, and thereafter adjudged

by the Kentucky Board of Tax Appeals or upon appeal, by a court of competent jurisdiction, to be valid, the University agrees that it shall cause to be paid as Additional Rent the amount of ad valorem taxes payable, inclusive of interest, penalty, and costs and expenses of contesting the assessment.

SECTION 9. USE OF THE PROJECT. The University understands and acknowledges that the Project is financed with the Series 2026A Obligations and the Series 2026B Obligations. The interest on the Series 2026A Obligations is exempt from federal income taxation received by the Owners of the Series 2026A Obligations, and, as a result, the Code imposes certain limitations on the use of proceeds of the Series 2026A Obligations. The University will comply with all restrictions, limitations and requirements that are necessary to maintain the exclusion of the interest portion of Series 2026A Obligations from gross income for federal income tax purposes.

Neither Facilities Lessor nor the University shall use, or permit the use of, the Project in any manner which would result in the interest on the Series 2026A Obligations as shown in the interest column of Exhibit A becoming subject to federal income taxation.

Additionally, the University shall be required to keep the Project in good repair pursuant to the requirements of this Facilities Lease and the University shall not use or occupy the Project or permit the same to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would cause the value or the usefulness of the Project to be substantially diminished or would cause a public nuisance or waste.

Facilities Lessor and the University agree that the University shall have the right to direct the Facilities Lessor, or its agents, to make such tenant improvements, capital improvements and renovations to the Project on and after the Project Completion Date and not otherwise provided for in the Construction Contract or this Facilities Lease as may be requested from time to time by the University; provided that all costs of such supplemental improvements shall be payable solely to the extent that the University pays such costs. Facilities Lessor and the University each acknowledge and agree such improvements will be completed in accordance with a separate agreement incorporating conditions stated in the RFP.

SECTION 10. ACCEPTANCE OF THE PROJECT. The University covenants and agrees to diligently pursue, and cooperate with Facilities Lessor, following the Substantial Completion of the Project, in securing in an expeditious manner, Certificate of Occupancy for the Project. The University understands that the Trustee has not made and does not hereby make any warranty as to the condition of the Project or as to the fitness or security of the Improvements for any specific use. Nothing contained herein, however, shall operate to nullify or reduce Developer's obligations under the Development Agreement.

SECTION 11. UNIVERSITY'S PROPERTY. Except as otherwise provided in the Ground Lease, and upon completion and acceptance of the Improvements for the Project, all fixtures, furnishings, non-buildings systems equipment, inventory and other personal property at any time located at the Project shall be kept and maintained by the University at its sole risk, and the University shall bear all cost, loss and expense for any casualty or theft risk in connection with such fixtures, furnishings, non-buildings systems equipment, inventory and other personal property. The University, to the extent permitted by the laws of the Commonwealth of Kentucky, including but not limited to Section 177 of the Kentucky Constitution, shall indemnify and save harmless Facilities Lessor from and against any and all loss, cost and expense, including but not

limited to reasonable attorney fees, by reason of any damage to or destruction of any fixtures, furnishings, non-buildings systems equipment, inventory and other personal property and any such additions, alterations and improvements made to the Project by the University.

SECTION 12. RISK OF LOSS; CASUALTY INSURANCE. At such times as builder's risk insurance under the Construction Contract is no longer in effect or inadequate, the University shall keep the Improvements insured for their full insurable value against damage or destruction by fire, windstorm, earthquake or other casualty through a solvent insurance company authorized to do business in Kentucky, (as permitted through KRS 164A.575(18) or successor statute), or through the State Fire and Tornado Insurance Fund (as provided in KRS 56.065 et. seq.), a policy of fire and extended coverage insurance insuring all Improvements at any time located upon the Project and all additions, alterations and Improvements to the same, against damage and destruction by all causes generally insured against in policies of fire and extended coverage insurance written on properties in Fayette County, Kentucky including earthquake insurance for the replacement cost of the Improvements, as determined by the insurance company issuing such policy of insurance but in no event shall the amount of such insurance be less than the outstanding par amount of the Obligations. All such insurance coverage shall name the Facilities Lessor, the Facilities Lessee and the Trustee as insureds, as their respective interests may appear. Such policy of insurance shall bear an endorsement to the effect that the insurer agrees to notify the Trustee not less than thirty (30) days in advance of any modification or cancellation thereof. Such policy of insurance shall be in a form acceptable to the Facilities Lessor. The University shall, upon demand, provide evidence satisfactory to Facilities Lessor and the Trustee of the payment of such premiums and of the renewal of such policy of insurance.

SECTION 13. FIRE AND OTHER CASUALTY. If any building, fixture or other improvement now or hereafter situated on the Project Site, except movable fixtures, furniture, furnishings or non-buildings systems equipment, should at any time during the term of this Facilities Lease (including during construction of the Project or thereafter) be damaged or destroyed by fire or otherwise, the Facilities Lessor shall, at its sole cost and expense (to the extent of available insurance proceeds received by, or made available to, the Facilities Lessor from insurance in force during the construction phase of the Project, or from proceeds of casualty insurance carried by the University following completion of the Improvements, or from proceeds of casualty insurance on the Project that has been assigned to the Trustee and made available to the Facilities Lessor), and subject to the provisions of third paragraph of this Section 13, restore and rebuild the same as nearly as possible to the condition they were in immediately prior to such damage or destruction or build a replacement improvement which, with the approval of the University, is determined to be at least as desirable under the circumstances, and such restoration and rebuilding prosecuted with reasonable diligence, shall be completed as soon as reasonably possible.

Should Facilities Lessor fail to cause the repair or replacement of the damaged improvements to be done with all due speed, the University may, but shall not be required to, cause the same to be done, and Facilities Lessor shall pay the costs thereof to the University immediately upon the University's giving notice of the same to Facilities Lessor; no such action by the University shall in any way be deemed to be a waiver by the University of any right the University may have hereunder on account of any default by Facilities Lessor. In lieu of the above, the University may elect to purchase the Project in accordance with Section 6 hereof and the fourth paragraph of this Section 13 and direct Facilities Lessor to apply any proceeds of insurance on the Project received from the Trustee to payment of the Purchase Price.

If the Improvements are partially destroyed or damaged by fire or other casualty rendering not more than twenty five percent (25%) of the Improvements either untenantable or undesirable for habitation by the University, such occurrence shall not relieve the University of its obligation to make Base Rent payments at the times and in the amounts and under the conditions described herein.

If the Improvements are destroyed or damaged by fire or other casualty rendering more than twenty five percent (25%) of the Leased Premises either untenantable or undesirable for its intended use, the University may (i) continue to make Lease Payments under the Facilities Lease during the remaining term of the Facilities Lease or (ii) if the conditions for purchase of the Project under the fourth paragraph of Section 6 can be met, exercise its option to purchase the Project pursuant to the fourth paragraph of Section 6 [and effect extraordinary optional redemption of the Series 2026 Obligations under Section 2.07 of the Indenture]. Under the circumstances described in (ii) of the foregoing sentence, in addition to any credits provided for under Section 6 hereof, any proceeds payable under the casualty insurance policy to be maintained under Sections 12 and 13 hereof shall be paid to the Trustee as assignee of the Company and further credited against the Purchase Price; provided, further, that if the proceeds payable under such casualty insurance policy exceed the Purchase Price, the University shall be entitled to retain such excess.

No loss or destruction of, damage to, defect in, or unfitness or obsolescence of, the Site or the Improvements shall relieve the University of the obligation to make Base Rent payments at the times and in the amounts and under the conditions described herein.

SECTION 14. CONDEMNATION. If all or any part of the Project shall be taken at any time during the term of this Facilities Lease for any public or quasi-public purpose by any lawful power or authority, the University shall give prompt notice thereof to Facilities Lessor and the term of this Facilities Lease shall not be reduced or affected in any way. In such case, the University shall continue to pay in full the Lease Payments, including payments of Base Rent, (subject to the University's right to exercise its option to purchase the Project on any Business Day occurring on or after [October 1, 2036] pursuant to Section 6 hereof).

In the event of a proceeding by condemnation or eminent domain with respect to the Project, Facilities Lessor and the University shall each retain their respective right to seek damages from the condemning authority. The University, at its sole option, may elect (i) that the proceeds of any condemnation award be applied to the replacement of that portion of the Project so condemned, in the manner provided above for damage and destruction of the Improvements in which case this Facilities Lease shall continue in full force and effect, without any abatement of Lease Payments, or (ii) to the extent the University exercises its option to purchase the Project on any Business Day occurring on or after [October 1, 2036] pursuant to Section 6 hereof, direct that the proceeds of any condemnation award be applied to the payment of the Purchase Price.

Facilities Lessor and the University agree that the deprivation of the University's use of all or any part of the Improvements during the term of this Facilities Lease shall entitle the University to its pro tanto share of any appropriation award, subject to the rights of the Facilities Lessor under the Ground Lease and this Section 14.

SECTION 15. TEMPORARY TAKING. If the temporary use of the whole or any part of the Project shall be taken at any time during the term of this Facilities Lease for any public or quasi-public purpose by any lawful power or authority, the University shall give prompt notice

thereof to Facilities Lessor and the term of this Facilities Lease shall not be reduced or affected in any way. In such case, the University shall continue to pay in full the Lease Payments, including payments of Base Rent. The University shall be entitled to the entire award for such taking (whether paid by way of damages, rent, or otherwise). In any such proceeding, Facilities Lessor shall have the right to intervene and participate; provided that if such intervention shall not be permitted by law, the University shall, at the University's expense, consult with Facilities Lessor, its attorneys and experts, and make all reasonable efforts to cooperate with Facilities Lessor in the prosecution or defense of such proceeding.

SECTION 16. MECHANIC'S LIENS. If, as a result of any additions, alterations, improvements, repairs or replacements ("Construction Improvements"), the Project or any part thereof shall, at any time during the term of this Facilities Lease become subject to any vendor's, mechanics, laborer's, materialman's or other similar lien based upon furnishing of materials or labor to the Project, Facilities Lessor shall cause the same to be discharged at its sole cost and expense within sixty (60) days after Facilities Lessor shall have actual notice of the existence thereof under and subject to the provisions of the public improvements mechanic's lien law, KRS 376.195 to 376.260. If Facilities Lessor fails to discharge any such lien within said sixty (60) day period, the University may cause the same to be discharged and Facilities Lessor shall promptly pay such amount to the University.

Facilities Lessor shall not be liable for any work performed or to be performed on the Site, or in any building or Improvements thereon, or in connection with any appurtenances thereto, if such work is not performed by Facilities Lessor or Facilities Lessor's agents or contracting parties, including the Contractor, or for any materials furnished or to be furnished at the Project for the University, and that no such mechanic's or other such lien for such work or materials shall attach to the reversionary or other interest of Facilities Lessor.

SECTION 17. CASUALTY INSURANCE. Upon completion of the Improvements and receipt of the Certificate of Occupancy, during the term of this Facilities Lease, the University shall, at its sole cost and expense, carry and maintain for the mutual benefit of itself, the Trustee and Facilities Lessor, as their respective interests may appear, a casualty insurance policy on all fixtures, furnishings, non-buildings systems equipment, inventory and other personal property at any time located upon the Site and all additions, alterations and improvements to the same. Such policy of insurance shall bear an endorsement to the effect that the insurer agrees to notify the Trustee not less than thirty (30) days in advance of any modification or cancellation thereof. Such policy of insurance shall be issued by an insurance company licensed to do business within the Commonwealth of Kentucky and shall be in a form acceptable to Facilities Lessor. The University shall, upon demand, provide evidence satisfactory to Facilities Lessor and the Trustee of the payment of such premiums and of the renewal of such policy of insurance. To the extent available the University's obligations hereunder may be met through the State Fire and Tornado Insurance Fund as provided in KRS 56.065 et. seq.

SECTION 18. LIABILITY INSURANCE. During the term of this Facilities Lease, claims for personal injuries, wrongful death or property damage occurring on or about the Project against the Facilities Lessee shall be filed with the Kentucky Board of Claims, as set forth in KRS 49.030 et. seq. In the event the Kentucky Board of Claims shall be dissolved, or if claims against the University shall no longer be subject to determination by the Kentucky Board of Claims, the University covenants to self-insure, or to procure a policy or policies of liability insurance with reputable insurance companies authorized to transact business in the Commonwealth of Kentucky,

against all claims of personal injury, wrongful death or property damage occurring on or about the Project. In addition, upon Substantial Completion (as defined in the Development Agreement), the University shall cause to be issued and shall maintain during the term of this Facilities Lease such Worker's Compensation and disability insurance as may, from time to time, be required by applicable city, county, state or federal laws.

SECTION 19. ASSIGNMENT AND SUBLETTING BY FACILITIES LESSEE. The University shall not assign, transfer, sublease, pledge, hypothecate or grant any security interest in the Project or its interest under this Facilities Lease, without the prior written consent of Facilities Lessor and the Trustee and receipt of an opinion of nationally recognized bond counsel to the effect that such assignment, sublease, transfer or other disposition will not violate the covenants of the University contained in the Tax Certificate or adversely affect the excludability from gross income for federal income tax purposes of the interest component of Base Rent for the Series 2026A Obligations. In the event of a sublease of any shell space specified in the Development Agreement, Facilities Lessor's and Trustee's consent shall not be unreasonably withheld so long as the opinion of nationally recognized bond counsel described in the prior sentence is received. Any consent by Facilities Lessor to any assignment of this Facilities Lease shall not constitute a waiver of the necessity of such consent to any subsequent assignment. Each assignee or transferee shall assume and be deemed to have assumed this Facilities Lease and shall remain liable jointly and severally with the University for the payment of all Lease Payments and for the due performance of all the terms, covenants, conditions and agreements herein contained on the University's part to be paid and performed for the Lease Term. No assignment shall be binding on Facilities Lessor unless such assignee or the University shall deliver to Facilities Lessor a counterpart of such assignment and an instrument in recordable form which contains a covenant of assumption by the assignee. No assignment by the University with the consent of the Trustee shall relieve the University of its obligations hereunder unless Facilities Lessor expressly so agrees in writing.

SECTION 20. ATTORNMENT BY FACILITIES LESSEE. The University acknowledges that Facilities Lessor is assigning all of its right, title and interest in this Facilities Lease to the Trustee on the date of delivery hereof pursuant to the Indenture, and the University hereby consents to such assignments and agrees to perform all duties required to be performed on its part pursuant to the Indenture. The University agrees to recognize the Trustee as Facilities Lessor hereunder and will continue to be bound by the terms and conditions of this Facilities Lease. Any provisions governing the rights, immunities and protections of the Trustee under the Indenture are incorporated by reference into this Facilities Lease as being applied to the Trustee as though fully set forth herein.

SECTION 21. INDEMNIFICATION. The University, to the extent permitted by the laws of the Commonwealth of Kentucky, including but not limited to Section 177 of the Kentucky Constitution, shall indemnify and save and hold harmless Facilities Lessor, the Trustee, and their respective officers, agents and employees from and against any and all loss, liability, damage, cost and expense, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property or any other claim by the University or its officers, employees, agents, customers, licensees, invitees or any other person, firm or corporation resulting from its occupancy or use of the Project and not in any way attributable to any act or omission of the Facilities Lessor or the Trustee, or their respective officers, employees, contractors or agents. In the event that any action or proceeding is instituted against Facilities Lessor or the Trustee by reason of any such claim or event, the University shall to the extent permitted by the Kentucky

Revised Statutes, resist and defend such action or proceeding at the University's sole cost and expense.

SECTION 22. ESTOPPEL CERTIFICATE. Facilities Lessor shall at any time and from time to time upon not less than thirty (30) days prior written notice from the University execute, acknowledge and deliver to the University a statement in writing certifying that this Facilities Lease is unmodified and in full force and effect, or if there has been any modification thereof, that the same is in full force and effect as modified and identifying the modification or modifications; that there are no existing defaults, or if there is any claimed default, stating the nature and extent thereof; and stating the dates to which Base Rent and other charges have been paid in advance. The University shall at any time and from time to time at Facilities Lessor's request, upon thirty (30) days prior written notice, provide a similar statement certifying the same type of information to Facilities Lessor.

It is expressly understood and agreed that any such writing pursuant to this Section may be relied upon by any prospective assignee or sublessee of the leasehold estate of the University or any perspective assignee of the interest in the Project of Facilities Lessor or any lender on the security of the Project or any part thereof.

SECTION 23. DEFAULT. The occurrence of any of the following events shall constitute an "Event of Default" under this Facilities Lease: (i) the University shall default in the payment of any Lease Payments or of any other sum of money which the University shall be obligated to pay under the provisions of this Facilities Lease to Facilities Lessor or others; provided, however, if on the due date of any such payment there are then on deposit in the Obligation Payment Fund sufficient moneys to make the payments of principal of, and interest on, the Obligations on the next ensuing interest payment date for the Obligations, no Event of Default under this clause (i) shall be deemed to have occurred if such payment is made within ten (10) days of the respective due date therefore, or (ii) the University shall default in the performance or observance of any of the other material terms, covenants, conditions or agreements of this Facilities Lease for sixty (60) days after receipt of written notice and demand; provided, however if such default is of such nature that it cannot be cured within such sixty (60) day period, no Event of Default shall be declared while the University is diligently pursuing cure of same.

SECTION 24. REMEDIES. Pursuant to Section 2 hereof, the University has granted to Facilities Lessor a subordinate security interest in the University's General Receipts. Upon the occurrence of any Event of Default described in clause (i) of Section 23, the Trustee, as assignee of all rights of Facilities Lessor under this Facilities Lease, shall seek to enforce the pledge of General Receipts set forth in Section 2 hereof to satisfy the payment of Base Rent then due and payable under Exhibit A hereto, but only if the Trustee has obtained from the General Receipts Trustee a written certification that (i) the University's payment of the Base Rent will leave sufficient Pledged Receipts for the payment of any amounts payable during the current Fiscal Year with respect to General Receipts Obligations that are outstanding under the General Receipts Trust Agreement and (ii) no default exists, or with the passage of time would exist, under the General Receipts Trust Agreement.

In addition to the foregoing, upon the occurrence of any Event of Default hereunder, the Facilities Lessor may, and upon the written direction of the Owners of 25% or more the Obligations shall, declare this Facilities Lease to be terminated on the 30th day following such Event of Default without prejudice to Facilities Lessor's rights in respect of the obligations of the University then accrued and remaining unsatisfied. In the event of any such termination of this Facilities Lease

without payment of the Purchase Price, the right of the University to occupy the Project shall terminate and the Facilities Lessor shall have the right, in addition to its other rights under this Section 24, to relet or dispose of the Project or to have a receiver appointed for the Project and to terminate the University's right to occupy the Project.

The University shall remain liable for all covenants and obligations under this Lease, and for all reasonable legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by Facilities Lessor with respect to the enforcement of any of the remedies under this Facilities Lease, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair or be construed to be a waiver of any such right or power, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Facilities Lessor to exercise the remedy reserved to it in this Facilities Lease, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Facilities Lease.

No failure by Facilities Lessor to insist upon strict performance by the University of any provision of this Facilities Lease shall constitute a waiver of Facilities Lessor's right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the University to observe or comply with any provision of this Facilities Lease.

The University shall notify Facilities Lessor immediately if it becomes aware of the occurrence of any Event of Default or of any fact, condition, or event which, with the giving of notice or passage of time or both, would become an Event of Default.

In addition to the foregoing, the Trustee, as assignee of the rights of Facilities Lessor hereunder, may pursue any other remedies available at law or by contract to pursue collection of Base Rent and Additional Rent following the occurrence and continuation of an Event of Default under this Facilities Lease.

SECTION 25. QUIET ENJOYMENT. So long as the University shall promptly pay the Lease Payments and keep and perform the terms, covenants and conditions of this Facilities Lease on its part to be kept and performed, the University shall peaceably and quietly hold, occupy and enjoy the Project during the term hereof without hindrance or molestation from Facilities Lessor or by any person lawfully claiming through or under Facilities Lessor.

SECTION 26. LIMITED OBLIGATIONS OF FACILITIES LESSOR. Facilities Lessor shall not be requested to provide any services or do any act or thing with respect to the Project, or the appurtenances hereto, except as may be specifically provided herein or in the Ground Lease, and the Lease Payments reserved herein shall be paid to Facilities Lessor without any claim on the part of the University for diminution, set-off or abatement and nothing shall suspend, abate or reduce any Base Rent to be paid hereunder.

SECTION 27. [INTENTIONALLY OMITTED.]

SECTION 28. ACCORD AND SATISFACTION. No payment by the University or receipt by Facilities Lessor of a lesser amount than the Lease Payments herein stipulated shall be

deemed to be other than on account of the Lease Payments, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as Lease Payments be deemed an accord and satisfaction, and Facilities Lessor may accept such check or payment without prejudice to Facilities Lessor's right to recover the balance of such Lease Payments or pursue any other remedies provided in this Facilities Lease.

SECTION 29. ACTS BEYOND CONTROL OF THE PARTIES. In the event that Facilities Lessor or the University shall be delayed or hindered or prevented from the performance of any act required hereunder by reason of the circumstances set forth in Section 6.13 of the Development Agreement, the performance of such acts shall be excused for the period of the delay until return to the status quo, provided that this provision shall not operate to excuse the University from payment of any Lease Payments required by the terms of this Facilities Lease or payment of the Purchase Price, when due.

SECTION 30. TERMINATION OF THE FACILITIES LEASE. UPON THE PAYMENT BY THE UNIVERSITY OF ALL LEASE PAYMENTS DUE HEREUNDER AND THE PAYMENT IN FULL OR DEFEASANCE OF ALL OBLIGATIONS PURSUANT TO SECTION 8.02 OF THE INDENTURE, THIS FACILITIES LEASE SHALL CEASE, TERMINATE AND BECOME VOID; TITLE TO THE PROJECT SHALL VEST IN THE UNIVERSITY; AND FACILITIES LESSOR SHALL EXECUTE AND DELIVER ANY INSTRUMENTS REASONABLY REQUESTED BY THE UNIVERSITY TO EVIDENCE SUCH TERMINATION AND TRANSFER OF TITLE.

SECTION 31. NOTICES. Any notice, request, complaint, demand or other paper required by this Facilities Lease to be given by either Facilities Lessor or the University to the other shall be in writing, sent by certified mail, return receipt requested, or by electronic mail, and unless otherwise specifically stated herein, shall be deemed to be given when deposited in the United States mail, postage prepaid, or upon receipt of electronic confirmation of receipt in the event of delivery by electronic mail (provided that, in the case of electronic mail delivery, a copy of such correspondence is also delivered via U.S. mail to the addressee(s) within one (1) calendar day following delivery of such electronic mail), addressed to Facilities Lessor or the University at their respective addresses as follows:

If to the University:

University of Kentucky
Office of Legal Counsel
301 Main Building
Lexington, Kentucky 40506-0032
Attn: Academics, Finance, Students and Athletics Group
Email: shannan.stamper@uky.edu

With a copy to:

UK Real Estate Services
824 Bull Lea Run, Suite 210
Lexington, Kentucky 40511
Email: george.ward@uky.edu

or at such other address as to which the University gives notice to Facilities Lessor.

If to Facilities Lessor:

Signet KY RE 4, LLC
19 North High Street
Akron, Ohio 44308
Email: shyatt@signetre.com

With a copy to:
Brennan Manna Diamond
The Carnegie Building
75 East Market Street
Akron, Ohio 44308
Attn: Lee S. Walko, Esq.
Email: lswalko@bmdllc.com

or at such other address as to which Facilities Lessor gives notice to the University.

If to the Trustee, as assignee of Facilities Lessor:

U.S. Bank Trust Company, National Association
U.S. Bank Corporate Trust
435 N. Whittington Parkway
Louisville, Kentucky 40222
Email: amy.anders@usbank.com

or at such other address as to which the Trustee gives notice to the University.

SECTION 32. HEADINGS. It is understood and agreed that the headings of the various Sections of this Facilities Lease have been inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Facilities Lease or any of its provisions. The singular number and gender of personal pronouns as used throughout this Facilities Lease shall be construed to mean such number and gender as the context, circumstances or its antecedent may require.

SECTION 33. SUCCESSORS AND ASSIGNS. Any term, covenant or condition of this Facilities Lease which inures to the benefit of or is binding upon Facilities Lessor shall also inure to the benefit of and be binding upon the Trustee, its successors and assigns as assignee of Facilities Lessor. Any term, covenant or condition of this Facilities Lease which inures to the benefit of or is binding upon the University shall also inure to the benefit of and be binding upon the successors and assigns of the University.

SECTION 34. ENTIRE AGREEMENT. This Facilities Lease constitutes the entire agreement between Facilities Lessor and the University in respect of the subject matter thereof and this Facilities Lease supersedes all prior and contemporaneous leases, if any, between Facilities Lessor and the University in connection with the subject matter of this Facilities Lease; provided, however, that nothing contained herein shall operate to nullify any covenant, term, condition or agreement contained in the Ground Lease.

It is the intention of the parties hereto that this Facilities Lease shall not supersede, but shall be complementary to the terms and conditions of the Development Agreement, and this Facilities Lease shall be read in conjunction with the Development Agreement. In the event of a conflict between the provision of this Facilities Lease and the Development Agreement relating to the development and construction of the Project, the provisions of the Development Agreement shall prevail, and with respect to matters other than the construction and development of the Project, the Facilities Lease shall prevail.

The rights of the Facilities Lessor under this Facilities Lease have been assigned to the Trustee, pursuant to the Lease Assignment. This Facilities Lease may be modified only by a writing signed by the Facilities Lessor, the University and the Trustee, in accordance with the requirements of Section 5.06 of the Indenture.

As provided in Section 5.06 of the Indenture, the Trustee without the consent of the Owners may consent to any amendment to the Lease which is not to the prejudice of the Trustee or the Owners. The Trustee shall not consent to any amendment, change or modification of this Facilities Lease which would change the amount of the Lease Payments required to be paid under this Facilities Lease or the Lease Payment Dates, unless the Owners of not less than a majority in aggregate principal amount of the Obligations then outstanding shall approve the Trustee's consent to such amendment; provided, however, that no amendment to this Facilities Lease shall be consented to if the amendment would result: (i) in an extension of the maturity of the principal or the interest with respect to any Obligation executed and delivered under the Indenture, or a reduction in the principal with respect to any Obligation or the rate of interest or prepayment premium with respect thereto, unless each Owner so affected consents; or (ii) in a privilege or priority of any Obligation over any other Obligation, or a reduction in the aggregate principal with respect to the Obligations required for consent to such amendment, unless the Owners of all of the Obligations then Outstanding so consent.

SECTION 35. CONDITIONS AND COVENANTS. All of the provisions of this Facilities Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

SECTION 36. COMPUTATION OF TIME. In any case where the date of maturity of interest, or principal, with respect to the Obligations, including any principal amortization date, or the date fixed for prepayment of the Obligations, shall be a Saturday, Sunday or a day on which the Trustee is required, or authorized or not prohibited, by law (including executive orders) to close and is closed, then payment of such interest or principal and any prepayment premium need not be made by or on such date but may be made on the next succeeding Business Day on which the Trustee is open for business with the same force and effect as if made on the date of maturity or the date fixed for prepayment, and no interest shall accrue for the period after such date.

SECTION 37. RELATIONSHIP OF THE PARTIES. Nothing contained in this Facilities Lease shall be deemed or construed by the parties or by any third person to create the relationship of an agent or of partnership or of joint venture or of any association between Facilities Lessor and the University, and neither the method of computation of rent nor any other provisions contained in this Facilities Lease nor any acts of the parties shall be deemed to create any relationship between Facilities Lessor and the University other than landlord and tenant.

SECTION 38. COUNTERPARTS. This Facilities Lease may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

SECTION 39. RECORDING. An executed counterpart of this Facilities Lease shall be filed for record with the County Clerk of Fayette County, Kentucky on the date of initial issuance and delivery of the Obligations.

SECTION 40. EXHIBITS. The following Exhibits attached hereto are made a part hereof as fully as if set forth herein:

Exhibit A Schedule of Base Rent, Payments, and Purchase Option Price

Exhibit B Description of Site

SECTION 41. GOVERNMENTAL REGULATIONS. The University and Facilities Lessor shall comply with all laws, ordinances and regulations of the Government of the United States, Commonwealth of Kentucky, and county and municipal authorities with respect to the use, occupancy, or maintenance of the Project by the University and Facilities Lessor, respectively.

SECTION 42. SEVERABILITY. If any provision of this Facilities Lease shall be held by a court of competent jurisdiction to conflict with or be invalid or unenforceable under any statute or principle of law in effect in the Commonwealth of Kentucky, such Lease provision shall be construed so as to harmonize with the requirements of the statute or principle of law if it is possible to do so, but in the event such provision cannot be harmonized with the requirements of the statute or principle of law, the invalid or unenforceable provision shall not affect the remainder of this Facilities Lease and this Facilities Lease shall be construed and enforced as if it did not contain such provision.

SECTION 43. GOVERNING LAW. This Facilities Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have executed this Facilities Lease as of the day and year first above written.

Facilities Lessor:

SIGNET KY RE 4, LLC

By:_____
Name: Mark S. Corr, IV
Title: President and Chief Executive Officer

STATE OF OHIO

COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this __ day of _____, 2026, by Mark S. Corr, IV, as President and Chief Executive Officer of Signet KY RE 4, LLC, a Kentucky limited liability company, on behalf of said company.

My Commission expires: _____.

_____
NOTARY PUBLIC

Signature Page to Facilities Lease

Facilities Lessee:

UNIVERSITY OF KENTUCKY

By:
Eric N. Monday
Executive Vice President for
Finance and Administration

Reviewed by

_____
University of Kentucky General Counsel

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this __ day of _____, 2026, by Eric N. Monday, as Executive Vice President for Finance and Administration of the University of Kentucky, for and on behalf of the University of Kentucky.

My Commission expires: _____.

_____
NOTARY PUBLIC

This instrument prepared by the
Attorney at Law:

John S. Egan
FBT Gibbons LLP
400 West Market Street, Suite 3200
Louisville, Kentucky 40202
(502) 751-3092

EXHIBIT A

Base Rent and Purchase Price Schedule

SCHEDULE OF BASE RENT AND PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE SERIES 2026A OBLIGATIONS AND THE SERIES 2026B OBLIGATIONS

	Series 2026A Obligations		Series 2026B Obligations				
Lease Payment Date	**Principal[1]**	**Interest**	**Principal**	**Interest**	**Trustee Fees[2]**	**Total Payments[3]**	**Optional Purchase Price[4]**

[1] [Interest payments on the Series 2026A Obligations and the Series 2026B Obligations are due to the Obligation holders on each October 1 and April 1, commencing April 1, 2027. Principal payments on the Series 2026B Obligations are due to the Obligation holders on each October 1, commencing October 1, 20__, until maturity. Principal payments on the Series 2026A Obligations are due to the Obligation holders on each October 1, commencing October 1, 20__, until maturity.

[2] The Trustee payments are due annually on each October 1, commencing October 1, 2027.

[3] Base Rent is equal to principal and interest on the Series 2026A Obligations and the Series 2026B Obligations and the ordinary fees of the Trustee. Base Rent payments are due to be made by the University to the Trustee on each March 20 and September 20 immediately preceding the April 1 and October 1 Obligation Payment Dates.

[4] The Purchase Price is equal to the outstanding principal amount of the Series 2026 Obligations, interest due thereon and any Additional Rent then due thereon (in this table, the Purchase Price is illustrative, assuming that a redemption of Obligations occurs on an Obligation Payment Date). The University cannot exercise its right to acquire the Project by paying the Purchase Price and optionally redeeming the Series 2026 Obligations prior to October 1, 2036. Beginning October 1, 2036 and thereafter, the University may elect to acquire the Project and optionally redeem the outstanding Series 2026A Obligations in whole on any Business Day by paying the applicable Purchase Price, pursuant to Section 2.07 of the Indenture and Section 6 of the Facilities Lease. The Series 2026B Obligations mature on October 1 of the years 20__ to 20__. In certain limited circumstances described in Section 2.07 of the Indenture and Section 6 of the Facilities Lease (in the event of destruction or damage by fire or other casualty to the Project rendering more than twenty five percent (25%) of the Leased Premises either untenantable or undesirable for its intended use), the University has the option to effect extraordinary optional redemption of the Series 2026A Obligations and the Series 2026B Obligations in whole on any Business Day by paying the applicable Purchase Price, pursuant to Section 2.07 and Section 6 of the Facilities Lease.]

	Series 2026A Obligations		Series 2026B Obligations				
Lease Payment Date	Principal[1]	Interest	Principal	Interest	Trustee Fees[2]	Total Payments[3]	Optional Purchase Price[4]

EXHIBIT B

LEGAL DESCRIPTION OF FACILITIES LEASE PREMISES

Chandler Expansion Parking Structure

(Still under development)

EXHIBIT D:

Project Timeline

Activity	Completion
Mobilization (Demolition)	***6/15/2026***
Demolition of PS1 Ramps	8/15/2026
Demolition of PS1	12/31/2026
Site Utilities	5/1/2027
Foundations	8/15/2027
Structural Frame	6/30/2028
Finishes	12/31/2028
Exterior	1/15/2029
Punchlist	3/15/2029
CO/Substantial Completion	***4/15/2029***

EXHIBIT E:

Form of Budget Update

SEE ATTACHED

University of Kentucky

UK Chandler Hospital Garage Expansion

Monthly Project Report

Project Team:

Owner / Developer:	*Signet KY Development LLC*
Client:	*University of Kentucky*
Architect:	*RossTarrant Architects*
Construction Manager:	*Messer Construction*

Signet REAL ESTATE GROUP

Table of Contents

Executive Summary

Safety Update

Schedule Update & Milestones

Progress Photographs

Appendix A – Project Budget Update

Appendix B – Construction Schedule

Appendix C – Change Order Request Log

Appendix D – Meeting Minutes & Field Report

Signet REAL ESTATE GROUP

Executive Summary

XXX

Executive Schedule Summary

Schedule Event	Completion Date

Budget Summary

XXX

Contingency Summary

Contingency Description	Budget	Remaining Budget

Signet REAL ESTATE GROUP

Safety Update

XXX

Accidents to date:
Accidents this update:

Near Misses to date:
Near Misses this update:

Property Damage to date:
Property Damage this update:

Average number of workers on site:

Safety focus during the month was:

XXX

Monthly Important Takeaways:

XXX

Signet REAL ESTATE GROUP

Schedule Review & Milestones

Current Activities:

XXX

Project Risk Concerns

XXX

Progress Photographs

Signet
REAL ESTATE
GROUP

Appendix A

Project Budget Update

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Appendix B

Construction Schedule

Signet REAL ESTATE GROUP

Appendix C

Change Order Request Log

Signet REAL ESTATE GROUP

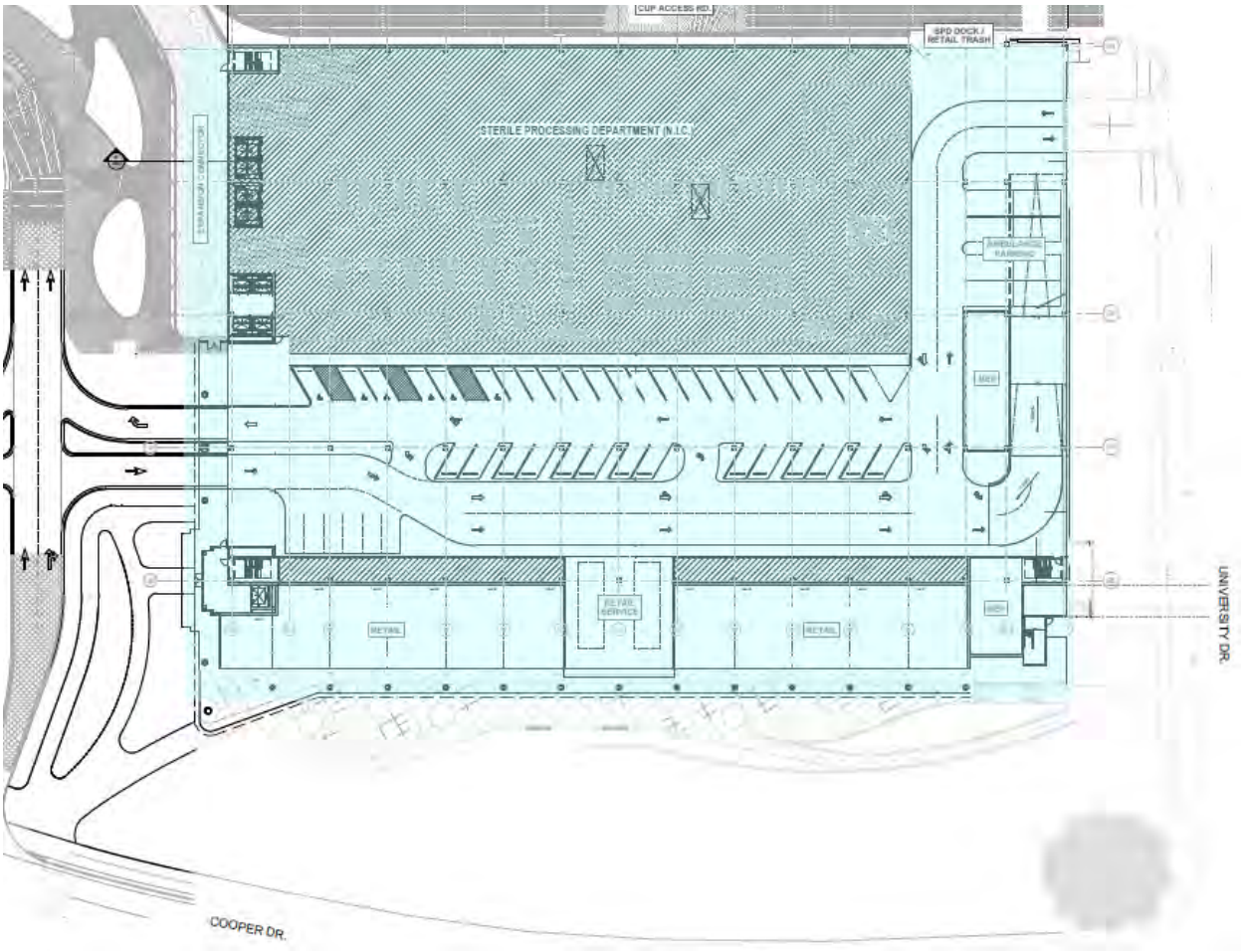
Appendix D

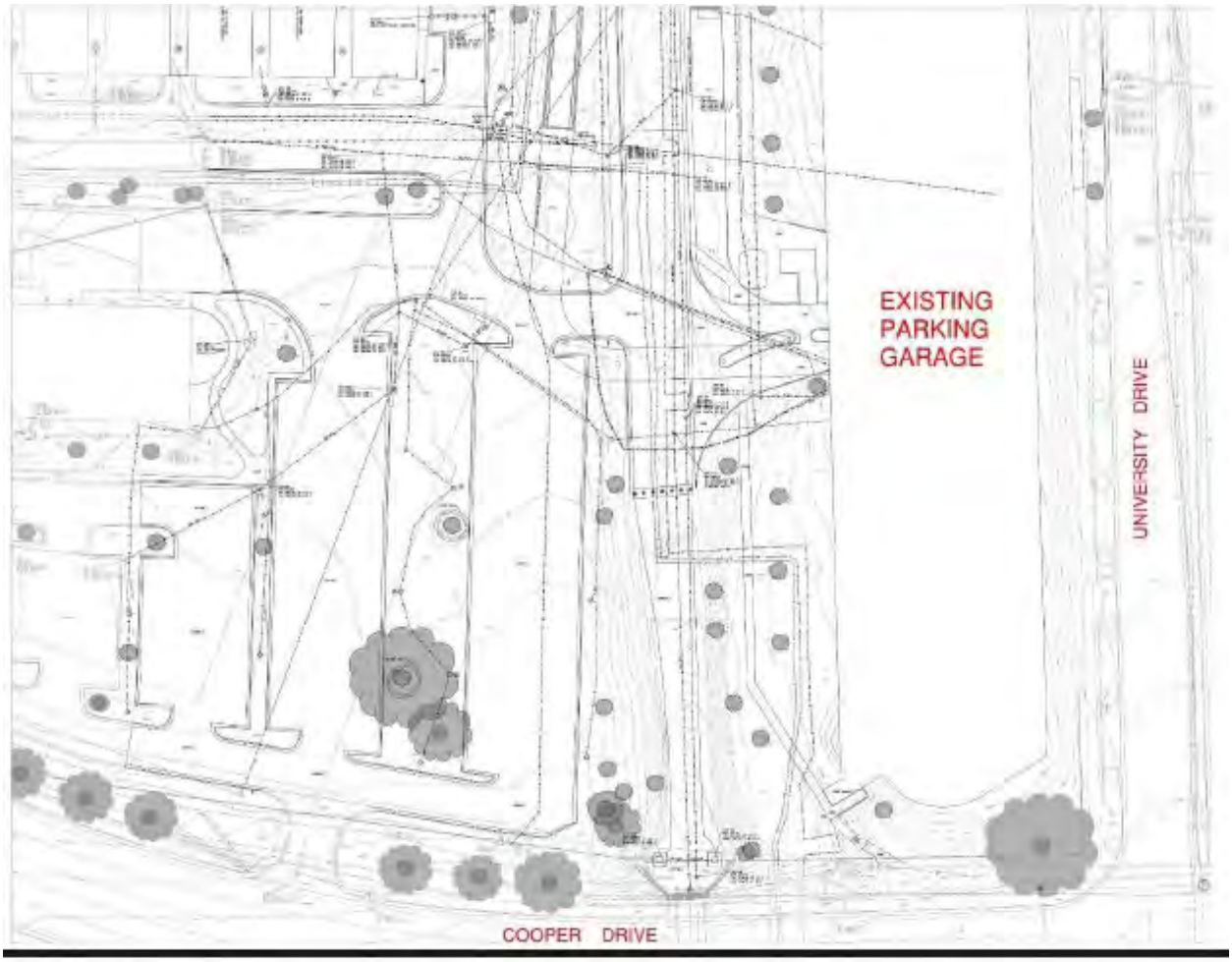
Meeting Minutes & Field Report

Signet REAL ESTATE GROUP

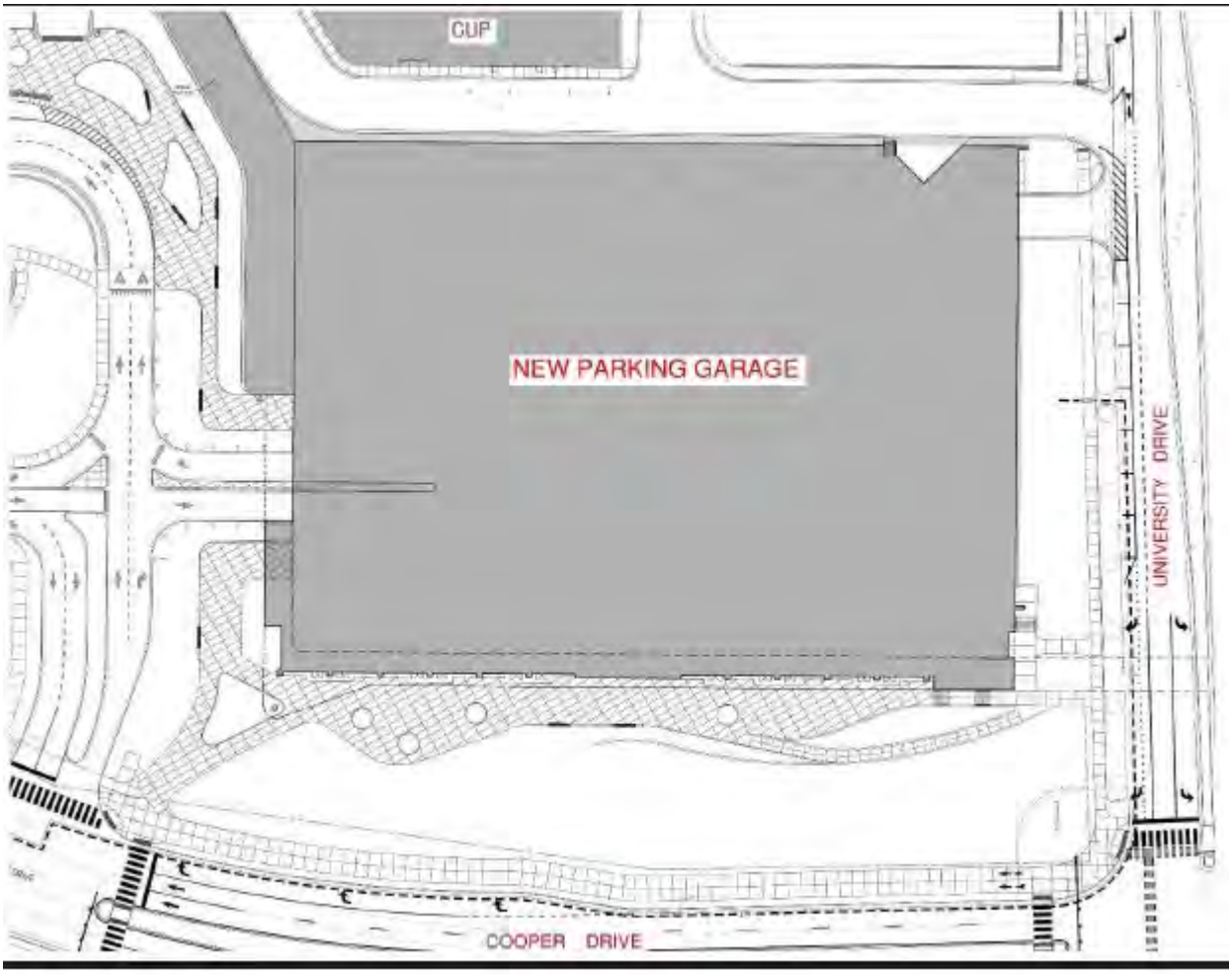
Exhibit F:

Preliminary Site Plans





Existing Conditions



Proposed Site Plan

EXHIBIT G:

Staging Areas & Site Mobilization Plan

(Still under development)

SEE ATTACHED

4913-6807-3099, v. 3

A RESOLUTION OF THE EXECUTIVE VICE PRESIDENT FOR FINANCE AND ADMINISTRATION OF THE UNIVERSITY OF KENTUCKY, DECLARING THE UNIVERSITY'S OFFICIAL INTENT TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS.

WITNESSETH:

WHEREAS, except as otherwise provided, all capitalized terms used in this preamble have the meanings set forth in Section 2 of this Resolution; and

WHEREAS, the University of Kentucky, a public body corporate, and an educational institution and agency of the Commonwealth of Kentucky (the "University"), intends to cause the acquisition, construction, installation, and equipping of the Chandler Expansion Parking Structure, with the parking structure capable of accommodating approximately 2,100 vehicles with direct access to the new Chandler Expansion Patient Care Facility and approximately 50,000 square feet of available shell space (the "Project"); and

WHEREAS, the University expects to expend general operating or capital reserve funds to pay Capital Expenditures in the future; and

WHEREAS, Section 150 of the Code and the Reimbursement Regulations permit the University to issue or incur Tax-Exempt Obligations and to use the proceeds thereof to reimburse the University for its prior payment of Capital Expenditures, provided, among other things, that (i) the University makes a Declaration of Official Intent within sixty days after payment of such Capital Expenditures and (ii) the University makes a Reimbursement Allocation within eighteen months after the later of the date a Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service and, in any event, no later than three years after the Capital Expenditure was paid; and

WHEREAS, on June 13, 2025, the Board of Trustees of the University authorized Dr. Eric N. Monday, in his capacity as the Executive Vice President for Finance and Administration of the University (the "Authorized Officer"), to effectuate the construction and financing of the Project pursuant to KRS 45A.077; and

WHEREAS, the Authorized Officer desires to make a Declaration of Official Intent pursuant to the Reimbursement Regulations related to the payment of Capital Expenditures for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE VICE PRESIDENT FOR FINANCE AND ADMINISTRATION OF THE UNIVERSITY OF KENTUCKY, AS FOLLOWS:

Section 1. Affirmation of Preamble. It is hereby found, determined, and declared that the facts, recitals, and definitions set forth in the recitals of this Resolution are true and correct and are hereby affirmed, and all acts described in the recitals of this Resolution are hereby ratified. Such facts, recitals, and definitions are hereby adopted and incorporated as a part of this Resolution.

Section 2. Definitions. The following definitions apply to the terms used herein:

"Allocation" means written evidence that proceeds of Tax-Exempt Obligations issued after the payment of a Capital Expenditure are to reimburse the University for such payment.

"Capital Expenditure" means any expense related to the Project for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Obligations.

"Code" means the Internal Revenue Code of 1986, as amended.

"Declaration of Official Intent" means a written declaration, including this Resolution, that the University intends to fund Capital Expenditures with an issue of Reimbursement Obligations and reasonably expects to reimburse the University from the proceeds of such an issue.

"Reimbursement" means the restoration to the University of money temporarily advanced from other funds, including moneys borrowed from other sources, by the University to pay for Capital Expenditures before the issuance of Reimbursement Obligations intended to fund such Capital Expenditures. "To reimburse" means to make such a restoration.

"Reimbursement Obligations" means Tax-Exempt Obligations that are issued to reimburse the University for Capital Expenditures and for certain other expenses permitted by the Reimbursement Regulations previously paid by or for the University.

"Reimbursement Regulations" means Treasury Regulation § 1.150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary, or final form, as applicable, prescribing conditions under which the proceeds of Tax-Exempt Obligations may be allocated to reimburse the University for Capital Expenditures and certain other expenses paid before the issuance of the Tax-Exempt Obligations so that the proceeds of such Tax-Exempt Obligations will be treated as "spent" for the purposes of Section 103 and Sections 141 to 150 of the Code.

"Tax-Exempt Obligations" means tax-exempt bonds, notes, certificates, or other obligations included in the meaning of "bonds" under Section 150 of the Code.

Section 3. Declaration of Official Intent. The Authorized Officer hereby declares, pursuant to the Reimbursement Regulations, the University's official intent to reimburse itself with the proceeds of Reimbursement Obligations in the reasonably anticipated amount of up to $161,000,000 for the purpose of Capital Expenditures for the Project that may occur before the issuance of Reimbursement Obligations; provided, however, that such reimbursement shall otherwise be limited to the greater of (i) the amount of the Project or Reimbursement Obligations authorized and approved by the Capital Projects and Bond Oversight Committee of the Commonwealth of Kentucky in accordance with KRS 45A.077; or (ii) the amount of predevelopment expenditures for the Project incurred or paid by the University in accordance with

the Letter of Intent by and between the University and Signet KY Development LLC related to the Project.

DULY ADOPTED by the Executive Vice President for Finance and Administration of the University of Kentucky, this February 13, 2026.

Dr. Eric N. Monday
Executive Vice President for Finance and Administration
University of Kentucky

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Assistant Secretary of the Board of Trustees of the University of Kentucky, and as such Assistant Secretary, I further certify that the foregoing is a true, correct, and complete copy of a Resolution duly adopted by the Executive Vice President for Finance and Administration of the University on February 13, 2026, on the same occasion signed by the Executive Vice President for Finance and Administration as evidence of his approval, and now in full force and effect, all as appears from the official records of the University in my possession and under my control.

WITNESS MY HAND, as Assistant Secretary of the Board of Trustees of the University of Kentucky, as of February 13, 2026.

Assistant Secretary

WKU

OFFICE OF THE PRESIDENT

April 13, 2026

Senator Shelley Funke Frommeyer
Representative Shawn McPherson
Capital Projects and Bond Oversight Committee
Capital Annex Building — Room 136
702 Capitol Avenue
Frankfort, Kentucky 40601

Re: Public-Private Partnership Transaction for Western Kentucky University

Dear Senator Frommeyer and Representative McPherson and Members of the Capital Projects and Bond Oversight Committee:

In accordance with KRS §§ 45.763 and 45A.077 this letter reports a public-private partnership delivery method for a Western Kentucky University capital project, Residential Halls Public-Private Partnership, which is authorized for the 2025-2026 fiscal year in the 2026-2028 Executive Branch Budget Bill, House Bill 500.

The project will comprise the first phase of the continued modernization of the University's on campus housing facilities (the "Housing Facilities") and will include: (i) the acquisition of the University's existing Housing Facilities from the WKU Student Life Foundation, Inc. ("SLF"); (ii) leasing the land upon which the existing Housing Facilities are located to an affiliate of Collegiate Housing Foundation, Inc., an Alabama nonprofit corporation and 501(c)(3) organization ("CHF"), which will then acquire fee title in the real property improvements and personal property comprising the Housing Facilities from the University; (iii) CHF will contract will a subsidiary of Gilbane Development ("Gilbane") to demolish Douglas-Keen and Hugh-Poland Halls and a nearby dining facility and construct a new approximately 1,000 bed dormitory and dining facility on the same site (the "New Housing Facility"); (iv) Gilbane will make various improvements to the other Existing Housing Facilities (excluding any demolished facilities); (v) CHF will enter into a management agreement with an affiliate of Gilbane to manage the Housing Facilities (including the New Housing Facility once constructed).

CHF will finance the costs of the foregoing by the issuance of both tax-exempt and taxable conduit revenue bonds (collectively, the "Bonds"). Viewed broadly, the Bonds will (i) pay and discharge the outstanding indebtedness of SLF (facilitating the purchase of the existing Housing Facilities from SLF), (ii) pay for the New Housing Facility, (iii) pay for the improvements to the other Housing Facilities, and (iv) pay the costs of issuance of the Bonds. The Bonds will be secured by the revenues of the Housing Facilities operated by CHF and a mortgage on and security interest in the Housing Facilities (as the same are demolished, constructed, or added to from time to time). The University will not financially backstop or otherwise be liable for debt service on CHF's debt. The University will covenant to use its best efforts to assign students to the Housing Facilities to generate revenues to pay CHF's debt service. CHF will be obligated to distribute surplus revenues to the University to the extent any such revenues are generated by the Housing Facilities and after assuring that adequate funds are available for repair and maintenance of the Housing Facilities.

All of the information in the immediately preceding two paragraphs is identified in the remainder of this letter as the "Project."

SLF will be responsible for demolishing Hilltopper Hall, which has been determined to be beyond repair, and thus it will be excluded from the Project. SLF is repairing Normal and Regents Halls. CHF will take title to Normal and Regents Halls, once repaired, with their revenues supporting debt service for the Bonds.

Following are additional key highlights regarding the Project:

- The University will enter into a ground lease with CHF governing the use of the land upon which the housing assets are located (the "Ground Lease"). The Gound Lease will have a 50-year term and will require CHF to transfer the Housing Facilities to the University in exchange for nominal consideration at the conclusion of the lease term.
- The Gound Lease will prohibit CHF from constructing additional housing facilities without the University's prior written consent.
- The Ground Lease will require CHF to maintain the Housing Facilities in good order and condition at its sole cost and expense (by and through an affiliate of Gilbane). CHF is required to adopt an annual budget to be approved by the University with respect to the operation of the Housing Facilities.
- CHF may not further mortgage or encumber the Housing Facilities without the University's prior written consent except with respect to the financing of additional Housing Facilities, which the University must otherwise approve.
- Scheduled completion for the New Housing Project is July 2028, in time for occupancy for the 2028-2029 academic year.
- The University will provide residence life programming, including resident advisors and a resident hall director.
- The University's right to receive payments of surplus funds will be determined using CHF's audited financial statements.

The University has included the following documentation for your information and consideration:

- The University's Board of Regents will approve the transaction on Friday, April 24, 2026. A fully-executed copy of the resolution will be provided to the Committee as soon as possible after approval. A final draft of the resolution is included as an exhibit to this submission.
- A short financial summary of the financing for the New Housing Facility.
- The signed and executed Predevelopment Agreement between the University and Gilbane, including all exhibits.
- Renderings of the New Housing Facility.
- The form of the Ground Lease to be entered into between the University and CHF.
- The form of the Development Agreement to be entered into by CHF and Gilbane for the benefit of the University.
- The form of the Trust Indenture to be entered into by the Issuer and the Trustee related to the Bonds to finance portions of the Project.
- The form of the Loan Agreement to be entered into by the Issuer and CHF related to the use of the proceeds of the Bonds and the Project.

President Timothy C. Caboni and General Counsel Andrea Anderson, along with other supporting personnel, will attend the April 27, 2026 Committee meeting. Please contact Andrea at (270) 745-5398 if there are any questions or should your staff require additional information.

Sincerely,

Timothy C. Caboni
President

WESTERN KENTUCKY UNIVERSITY

PUBLIC-PRIVATE PARTNERSHIP APPROVAL SUBMISSION INDEX

DOCUMENT INDEX

1. Relevant Portion of House Bill 500 of the 2026 Regular Session of the General Assembly, as provided to the Governor for signature as of the date of submission of this Packet to the Committee

2. Form of Resolution to be adopted by the University on April 24, 2026

3. Financial Summary (Estimated Sources and Uses; Estimated Debt Service)

4. Pictures of the New Housing Facility prepared by the Developer

5. Project Document Summaries

6. Substantially Final Drafts of:

    a. Turnkey Development Agreement

    b. Management Agreement

    c. Ground Lease

    d. Trust Indenture

    e. Loan Agreement

111. Lease - Housing 4

112. Lease - Jefferson County Clinic Space - State of Kentucky

113. Lease - Jefferson County - Clinic Space 1

114. Lease - Jefferson County - Clinic Space 2

115. Lease - Jefferson County - Clinic Space 3

116. Lease - Jefferson County - Office Space 1

117. Lease - Jefferson County - Office Space 2

118. Lease - Jefferson County - Office Space 3

119. Lease - Jefferson County - Office Space 4

120. Lease - Medical Center One 2

121. Lease - Nucleus 1 Building 2

122. Lease - Support Space 1

123. Guaranteed Energy Savings Performance Contracts

9. WESTERN KENTUCKY UNIVERSITY

001. Asset Preservation Pool - 2026-2028

Bond Funds	-0-	10,000,000	9,158,000

002. Residential Halls Public-Private Partnership

Other Funds	350,000,000	-0-	200,000,000

(1) Authorization: The above authorization is approved pursuant to KRS 45.763 and 45A.077.

003. Acquire Furniture, Fixtures, and Equipment - Media

Restricted Funds	-0-	20,000,000	-0-

004. Renovate Center for Research and Development Phase I

Restricted Funds	-0-	6,000,000	-0-
Other Funds	-0-	6,000,000	-0-
TOTAL	-0-	12,000,000	-0-

005. Renovate Space for Exercise Science Program

Restricted Funds	-0-	10,000,000	-0-
006. Renovate and Expand Clinical Education Complex			
Other Funds	-0-	10,000,000	-0-
007. Remove and Replace Student Housing at Farm			
Other Funds	-0-	10,000,000	-0-
008. Install Additional Club Seating at Diddle Arena			
Other Funds	-0-	10,000,000	-0-
009. Capital Renewal Pool - 2026-2028			
Restricted Funds	-0-	10,000,000	-0-
010. Construct Permanent Seating at Houchens Industries – L.T. Smith Stadium			
Agency Bonds	-0-	10,000,000	-0-
011. Acquire Fixtures, Furniture, and Equipment - College of Health and Human Services			
Restricted Funds	-0-	8,000,000	-0-
012. Expand Track and Field Facilities			
Other Funds	-0-	6,500,000	-0-
013. Renovate South Campus			
Restricted Funds	-0-	6,000,000	-0-
014. Construct Baseball Grandstand			
Other Funds	-0-	6,000,000	-0-
015. Construct State Street Plaza			
Restricted Funds	-0-	6,000,000	-0-
016. Acquire Furniture, Fixtures, and Equipment Diddle Arena			
Other Funds	-0-	5,000,000	-0-
017. Construct South Plaza			
Other Funds	-0-	5,000,000	-0-
018. Acquire Furniture, Fixtures, and Equipment Pool - 2026-2028			

Restricted Funds	-0-	5,000,000	-0-

019. Upgrade Softball/Soccer Facilities and Field

Restricted Funds	-0-	2,000,000	-0-
Other Funds	-0-	2,000,000	-0-
TOTAL	-0-	4,000,000	-0-

020. Renovate Owensboro Campus for the Certified Registered Nurse Anesthetist (CRNA) Program

Restricted Funds	-0-	3,000,000	-0-

021. Renovate Medical Center Health Complex for the Certified Registered Nurse Anesthetist (CRNA) Program

Restricted Funds	-0-	3,000,000	-0-

022. Purchase Property/Parking and Street Improvements

Restricted Funds	-0-	3,000,000	-0-

023. Purchase Property for Campus Expansion

Restricted Funds	-0-	3,000,000	-0-

024. Renovate State/Normal Street Properties

Restricted Funds	-0-	2,000,000	-0-

025. Replace Retractable Seating at Diddle Arena

Restricted Funds	-0-	1,000,000	-0-

026. Replace Field Lighting at Nick Denes Field

Restricted Funds	-0-	1,000,000	-0-

027. Construct Parking Structure IV Reauthorization ($35,000,000 Agency Bonds)

028. Lease - Alumni Center

029. Lease - Parking Garage

030. Lease - Nursing/Physical Therapy

031. Lease - Campus Flats

032. Guaranteed Energy Savings Performance Contracts

A RESOLUTION OF THE BOARD OF REGENTS OF WESTERN KENTUCKY UNIVERSITY AWARDING A PUBLIC-PRIVATE PROCUREMENT TO GILBANE DEVELOPMENT COMPANY, ACTING BY AND THROUGH ITS WHOLLY-OWNED SUBSIDIARY, GD WKU DEVCO LLC, RELATED TO THE OPERATION, MANAGEMENT, AND IMPROVEMENT OF THE STUDENT HOUSING SYSTEM UTILIZED BY THE UNIVERSITY, INCLUDING, WITHOUT LIMITATION, THE CONSTRUCTION OF A NEW APPROXIMATELY 1,000 BED STUDENT HOUSING AND DINING FACILITY; AND AUTHORIZING RELATED ACTIONS

WITNESSETH:

WHEREAS, all capitalized terms used in these recitals shall have the meanings set forth in Section 2 hereof; and

WHEREAS, on June 10, 2025, the University released a Request for Qualifications to solicit a qualified team to modernize the on-campus housing facilities of the University through a public-private partnership; and

WHEREAS, in seeking responses, the University asked respondents to address solutions for the University's housing needs given the temporary closure of Regents Hall and Normal Hall and the permanent closure of Hilltopper Hall, address the University's aging housing facilities, and to modernize housing to assist the University in remaining competitive in attracting students; and

WHEREAS, the University selected Gilbane Development Company as its sole negotiating partner to finalize the procurement under the RFQ; and

WHEREAS, the University and the Developer and their respective agents and representatives have negotiated the terms and conditions of the P3 Procurement, which have been documented in a collection of Project Documents and Financing Documents; and

WHEREAS, in accordance with the laws of the Commonwealth, the Board desires to award the Project to the Developer and to authorize the execution and delivery of the Project Documents and Financing Documents by the University, subject to the approval of the Kentucky Capital Projects and Bond Oversight Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF WESTERN KENTUCKY UNIVERSITY, AS FOLLOWS:

Section 1. Affirmation and Incorporation of Preamble. The facts and statements contained in the foregoing preamble of this Resolution, including any terms defined therein, are hereby affirmed and incorporated as a part of this Resolution.

Section 2. Definitions. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings set forth below.

"Assignment" means the Collateral Assignment Agreement to be granted by CHF to the Trustee in connection with CHF's interests in the Financing Documents.

"Authorized Officer" means each of (i) the President, (ii) the Executive Vice President for Strategy, Operations and Finance, (iii) the Secretary of the Board, and (iv) the General Counsel of the University.

"Board" means the Board of Regents of the University, being the governing body of the University in accordance with KRS 164.360.

"CHF" means Collegiate Housing Foundation – Bowling Green, L.L.C., a single member limited liability company organized under of the laws of the State of Alabama, whose sole member is the Foundation.

"Commonwealth" means the Commonwealth of Kentucky.

"Counsel" means (i) the General Counsel of the University or (ii) any additional legal counsel retained by the University or its agents to represent the University with respect to the Project.

"CPBOC" means the Capital Projects and Bond Oversight Committee established by the Kentucky General Assembly as a legislative committee of the General Assembly in accordance with KRS 45.790.

"Deed" means any general or special warranty deed to be used by the University to transfer (i) title to the land for the Legacy Housing Facilities to CHF; and (ii) title to the land for Normal Hall and Regents Hall to CHF.

"Development Agreement" means the Turnkey Development Agreement to be entered into by and between CHF and the Developer governing the development of the Project.

"Developer" means Gilbane Development Company, a corporation organized under the laws of the State of Rhode Island, acting by and through its wholly-owned subsidiary, GD WKU DEVCO LLC, a limited liability company organized under the laws of the Commonwealth.

"Dining Sublease" means the Dining Facility Lease Agreement to be entered into by and between CHF, as lessor, and the University, as lessee, regarding, among other things, certain dining facilities to be located within the Project and operated by the University or its designees.

"Effective Date" means the date provided in Section 15 hereof.

"Financing Documents" means the agreements, documents, and instruments utilized by CHF, the Developer, and the Issuer to effectuate the financing of the Project, including, without limitation, the Indenture, the Loan Agreement, the Ground Lease, the Mortgages, the Security Agreements, the Assignment, and the Official Statements.

"Foundation" means Collegiate Housing Foundation, a nonprofit corporation organized under of the laws of the State of Alabama and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

"Ground Lease" means the Ground Lease Agreement to be entered into by and between CHF and the University whereby the University will lease to CHF the land upon which the Legacy Housing Facilities are located and certain future student housing facilities will be located.

"Housing Facilities" means (i) the Legacy Housing Facilities, (ii) the New Housing Facility, and (iii) Normal Hall and Regents Hall (once acquired by CHF in accordance with the Purchase Agreement).

"Interlocal Agreement" means the Interlocal Cooperation Agreement relating to the Issuer, dated September 19, 2014, by and among various political subdivisions of the Commonwealth, as amended.

"Issuer" means the Kentucky Bond Development Corporation, a nonprofit corporation organization under the laws of the Commonwealth, acting as the agency and instrumentality of the public agencies party to the Interlocal Agreement.

"KRS" means the Kentucky Revised Statutes in effect as of the date of this Resolution.

"Legacy Housing Facilities" means the following student housing facilities located at the University (i) Douglas Keen Hall (to be demolished to construct the New Housing Facility); (ii) Gilbert Hall; (iii) Hugh Poland Hall (to be demolished to construct the New Housing Facility); (iv) McCormack Hall; (v) Minton Hall; (vi) Pearce Ford Hall; (vii) Rodes Harlin Hall; (viii) Meredith Hall; (ix) Zacharias Hall; (x) Bates Runner Hall; (xi) Kentucky Apartments; (xii) McLean Hall; (xiii) Munday Hall; (xiv) Southwest Hall; and (xv) the Den dining facility (to be demolished to construct the New Housing Facility).

"Management Agreement" means the Management Agreement to be entered into by and between CHF and the Manager regarding the management of the Project for the benefit of the University.

"Manager" means WGB Property Management LLC, doing business as Inwood Management, a limited liability company organized under the laws of the State of Delaware.

"Mortgages" means the mortgages or leasehold mortgages to be granted by CHF to the Trustee in connection with CHF's interests in the Project.

"New Housing Facility" means the new applicable 1,000 bed student housing and dining facility to be constructed by CHF and the Developer for the benefit of the University on the current site of Douglas-Keen Hall and Hugh-Poland Hall.

"Predevelopment Agreement" means the Phase 1 Pre-Development Agreement dated December 22, 2025, by and between the University and the Developer, as amended and supplemented to and including the Effective Date.

"Project" means the property, improvements, and services solicited by the University in accordance with the Project Procurement Documents and effectuated by CHF, the Developer, the Manager, and the University, among others, in accordance with the Project Documents and the Financing Documents. For purposes of clarity, the elements of the Project are more specifically described in Section 4 herein.

"Project Documents" means the agreements, documents, and instruments utilized by CHF, the Developer, the Manager, and the University, among others, to effectuate the management, operation, and maintenance of the Legacy Housing Facilities and the New Housing Facility (excepting any Legacy Housing Facilities required to be demolished thereunder), including, without limitation, the Ground Lease, the Development Agreement, the Dining Sublease, the Management Agreement, the Deeds, and the Predevelopment Agreement.

"Project Procurement Documents" means the Request for Qualification WKU-10432 of the University dated June 10, 2025, and associated supplements and responses provided by the University or the Developer thereto.

"Purchase Agreement" means the Purchase and Sale Agreement to be entered into between CHF and the University regarding the acquisition by CHF of Normal Hall and Regents Hall.

"P3 Procurement Method" means the procurement method established in accordance with (i) KRS 45A.077 of and (ii) 200 KAR 5:355.

"Resolution" means this Resolution adopted by the Board on the Effective Date.

"Security Agreement" means the security agreement or agreements to be granted by CHF to the Trustee in connection with CHF's interests in the Project.

"SLF" means WKU Student Life Foundation, Inc., a nonprofit corporation organized in accordance with the laws of the Commonwealth.

"SLF Documents" means all deeds, agreements, documents, instruments, notices, and other documentation necessary or desirable to effectuate the transfer fee title to the Legacy Housing Facilities from SLF to the University.

"University" means Western Kentucky University, a public body corporate, and an educational institution and agency of the Commonwealth, together with its successors and assigns.

Section 3. Affirmation of P3 Procurement Method. The Board hereby affirms the University's use of the P3 Procurement Method to procure the Project. All actions taken by the University in connection with the P3 Procurement of the Project on and before the date of this Resolution are hereby affirmed, including without limitation, the execution and delivery of the Predevelopment Agreement.

Section 4. Description of the Project. Though described in the P3 Procurement Documents and in the Project Documents and the Financing Documents, for purposes of this Resolution, the Board hereby defines and describes the Project as:

The selection of the Developer and its agents, including CHF and the Manager, for the purpose of:

(i) providing CHF a leasehold interest in the land upon which the Housing Facilities are located;

(ii) transferring the Housing Facilities to CHF for the purpose of CHF accepting responsibility, as the owner of the Housing Facilities, for overseeing and operating the portions of the University's student housing operations described in the Project Documents;

(iii) permitting CHF to demolish certain of the Legacy Housing Facilities and an existing dining facility and contracting with the Developer to design and construct a new approximately 1,000 bed student housing and dining facility on the site of the demolished facilities;

(iv) permitting CHF to contract with the Developer to renovate certain of the other Legacy Housing Facilities; and

(v) obtaining CHF's agreement, once the restoration and correction of Normal Hall and Regents Hall are complete, to accept fee title to the real property improvements and personal property

comprising such facilities in accordance with the Purchase Agreement, and thereafter adding such facilities to the Housing Facilities owned and operated by CHF (or the Manager) in accordance with the Ground Lease and the Management Agreement.

CHF will finance the costs of the improvements under items (iii) through (iv) above by the issuance of one or more series of industrial revenue bonds to be issued by the Issuer, the aggregate principal amount of which shall not exceed $400,000,000, which shall not exceed a term of forty years, and which shall cumulatively accrue interest at an aggregate net interest cost not to exceed 8.0% per annum.

The University will not be liable for CHF's obligations with respect to the bonds and will otherwise not provide any financial backstop in connection therewith. CHF's obligations to pay debt service for the bonds will be paid solely by the revenues of the housing system operated by CHF. To the extent such operations generate excess revenues, such excess revenues will be payable by CHF to the University under the terms and conditions of the Project Documents.

Nothing in this Resolution or in the Project Documents shall be construed as creating a debt of the University or the Commonwealth within the meaning of any constitutional or statutory limitation.

The Board recognizes the foregoing comprises a high-level overview of the Project, but also reaffirms the goals and objectives contained within the P3 Procurement Documents, as modified by the discussions and negotiations that have occurred among the University, the Developer, and CHF in connection with the Project Documents and the Financing Documents.

Section 5. P3 Procurement Method Determinations. The Board makes the following findings in accordance with 200 KAR 5:355 (collectively, the "Considerations"), assuming that the Project is awarded to the Developer and its development team, which includes CHF and the Manager, in accordance with the terms and conditions contained in the Project Documents and the Financing Documents in the forms previously submitted to the Board in connection with this Resolution:

(a) Qualitative considerations.

(i) The use of the P3 Procurement Method to procure the Project permits the University to allocate and control the risks, responsibilities, and rewards associated with and arising from the Project among CHF, the Developer, and the University in a manner that ultimately benefits the University and the students and citizens the University serves.

(ii) The use of the P3 Procurement Method permits the University to procure the Project on a more accelerated timeline than would otherwise be possible if the University procured the Project utilizing other procurement methods.

(iii) The use of the P3 Procurement Method provides tangible and intangible benefits that exceed the costs of developing and maintaining Project utilizing a public-private partnership method.

(iv) The University, through its staff and professional agents, maintains the expertise to measure and monitor the performance and operational effectiveness of CHF and the Developer. The Project Documents contain structural safeguards for the University to accomplish such objectives.

(v) The use of the P3 Procurement Method permits the University to capture and utilize incentives, efficiencies, and expertise derived from the involvement of CHF and the Developer.

(vi) The Project would be difficult to achieve on the desired timeline without private sector involvement.

(vii) The public interest is best served by the University's acquisition of the Project using a P3 Procurement Method.

(viii) The University has an urgent need for the services of CHF and the Developer in order to address housing needs and enrollment issues at the University.

(b) Quantitative Considerations. In selecting the Developer (including the services of CHF) as its private partner to deliver the Project, the University has considered:

(i) The net present value of the Project over its useful life.

(ii) The allocation of risks and contingencies between the University and the Developer (and CHF and the Manager, who have been retained by the Developer).

(iii) The operating cash flows reasonably expected to provide a return on investment to the Developer.

(iv) The net present value of the payments to be received by the University under the Ground Lease over the life of the Project.

(v) The anticipated value of the Project and other deliverables under the Project Documents at the conclusion of the Project with the Developer.

The Board hereby finds and determines that, after consideration of the qualitative and quantitative factors set forth above, the Project and the P3 Procurement Method are in the best interests of the University, its students, and the Commonwealth, and that the allocation of risks and benefits under the Project Documents and Financing Documents is fair and reasonable.

Section 6. Award of Project to Developer Team. Based on the foregoing considerations, in accordance with the P3 Procurement Method, the Board hereby awards the Project to the Developer on the terms and conditions set forth in the Developer's RFQ Responses, as modified, clarified, and expanded in the forms of the Project Documents and the Financing Documents submitted to the Board in connection with the consideration of this Resolution. To the extent necessary, the Authorized Officers are hereby authorized to notify all other parties providing proposals for the Project of this award.

Section 7. Approval of Project Documents and Financing Documents. The Board recognizes that the University is a party to a limited number of the Project Documents and the Financing Documents. Nonetheless, given that the Project is being awarded and will be effectuated by the Developer (collectively with CHF and the Manager) for the benefit of the University, the Board hereby (i) approves the execution and delivery of all Project Documents to which the University is a party, (ii) consents to the execution and deliver of all Project Documents to which the University is not a party by those who are such parties for the benefit of the University, (iii) approves the execution and delivery of all Financing Documents to which the University is a party, (ii) consents to the execution and delivery of all Financing Documents to which the University is not a party by those who are such parties for the benefit of the University; provided, however, that all such documents are

hereby approved substantially in the forms previously provided to the Board for purposes of this approval. Any Authorized Officer, upon the advice of Counsel, may approve any change in any such Project Document or Financing Document on behalf of the University upon a determination that (a) any such change is immaterial to the University's interest, (b) any such change is in the University's best interest, (c) any such change is necessitated by changes in market conditions occurring after the date hereof but before the financial closing of any bonds issued to finance all or a portion of the costs of the Project. No such approval shall be required for changes solely related to pricing results for such bonds. With respect to any Project Document or Financing Document for which the University is a party, the execution of such document by an Authorized Officer shall constitute evidence of the approval of such change. For any Project Document or Financing Document for which the University is not a party, the Authorized Officer authorizing such a change may, at his or her discretion, note the basis for such change in a memorandum to the Board or otherwise inform the Executive Committee of the Board of such change before executing such document.

Section 8. Acquisition and Transfer of Housing Facilities. The Board hereby authorizes the acquisition of all real and personal property interests comprising the Legacy Housing Facilities from SLF, such receipt to occur collectively or from time to time, as is determined to be in the best interest of the University by the University. The acquisition shall be for consideration shall be for an amount set out in the SLF Documents.

The Board further approves the lease of the land upon which the Housing Facilities are located to CHF in accordance with the Ground Lease and the sale of the real property improvements and personal property comprising the Housing Facilities to CHF in accordance with, among other things, the Purchase Agreement and one or more Deeds and bills of sale. The consideration for such sale or sales shall equal the aggregate amount set out in the Project Documents.

For purposes of clarity, the Board reasonably expects that all consideration to be paid and received by the University in connection with the acquisition and transfer of the Housing Facilities shall be provided, directly or indirectly, by the proceeds of the bonds issued by the Issuer for the benefit of CHF.

To the extent the sale of the real property improvements and personal property comprising the Housing Facilities to CHF would comprise a sale of real or personal property of the University, the Board hereby determines ownership of the Housing Facilities by CHF and operation of the Housing Facilities by CHF in accordance with the Project Documents would be more suitably consistent with the public interest, given the Considerations established herein. Moreover, the Board notes that the Ground Lease requires fee title in the real property improvements and personal property comprising the Housing Facilities, as the same may be maintained, improved, or replaced in accordance with the Project Documents, to be returned to the University upon the termination of the Ground Lease.

Section 9. Authorized Disclosure of University Information. The Board recognizes that CHF intends to finance the improvements associated with the Project by the issuance of one or more series of bonds to be governed by the Financing Documents. To that end, CHF and the Issuer will utilize one or more Official Statements to market such bonds to potential investors. The Board hereby authorizes the Authorized Officers to provide CHF, the Developer, and the Issuer with financial and operating information regarding the University in an amount and quality sufficient to assist CHF, the Developer, and the Issuer with the marketing of such bonds. Any Authorized Officer is authorized to deem any portion of an Official Statement containing information regarding the University "final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission, as amended.

Section 10. Execution of Project Documents and Financing Documents. The Authorized Officers are hereby authorized to execute and deliver any Project Document, Financing Document, or SLF Document to which the University is a party in accordance with Section 7 or Section 8 hereof. In addition, any Authorized

Officer is hereby authorized to execute and deliver any agreement, document, certificate, deed, notice, memorandum, consent, approval, bill of sale, or other instrument or forms of documents necessary or desirable, in the judgment of such Authorized Officer, upon the advice of Counsel, to effectuate the Project.

Section 11. Conditional Approval. All approvals hereunder are subject to and conditioned upon the approval of CPBOC in accordance with Kentucky law. If CPBOC fails to meet and consider the Project before the desired initial marketing date of the bonds to be issued by the Issuer, the President of the University may provide the approval (in writing) permitted by KRS 45.800(3).

Section 12. Open Meetings. The Board hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements.

Section 13. Conflicts of Interests. The Board finds that any actual or potential conflicts of interest of members of the Board or officers of the University relating to the Project have been disclosed in accordance with applicable law and University policies, and that any such members or officers have abstained from deliberation and voting to the extent required.

Section 14. Provisions in Conflict are Repealed. All resolutions or parts thereof in conflict with the provisions of this Resolution are hereby rescinded to the extent of such conflict.

Section 15. Effective Date. This Resolution shall take effect from and after its passage.

[Signature page to follow]

SIGNATURE PAGE TO RESOLUTION

Adopted April 24, 2026.

Chair, Board of Regents
Western Kentucky University

Attest:

Secretary, Board of Regents
Western Kentucky University

CERTIFICATION

The undersigned, as the Secretary of the Board of Regents of Western Kentucky University, Bowling Green, Kentucky, hereby certifies (a) that the foregoing is a true, complete, and correct copy of a Resolution duly adopted by the Board of Regents of the University at a meeting of the Board of Regents duly held on April 24, 2026, as recorded in the official Minute Book of the Board of Regents in my custody and under my control, (b) that such meeting was held in accordance with all applicable requirements of Kentucky law, including, particularly, Sections 61.800 to 61.850, inclusive, of the Kentucky Revised Statutes, (c) that a quorum was present at such meeting, and (d) that the Resolution is of record in the office of the Board of Regents and has not been modified, amended, or rescinded, and is in full force and effect, as of the date hereof.

WITNESS my signature this April 24, 2026.

Secretary, Board of Regents
Western Kentucky University

FINANCIAL SUMMARY OF THE BONDS

Estimated Sources and Uses

Sources	Series 2026A Tax-Exempt	Series 2026B Taxable	Aggregate
Par Amount	$ 324,235,000.00	$ 2,140,000.00	$ 326,375,000.00
Net Premium	3,638,354.90	-	3,638,354.90
Funds on Hand	9,120,526.41	-	9,120,526.41
Investment earnings	5,327,914.78	-	5,327,914.78
Total Sources	**$ 342,321,796.09**	**$ 2,140,000.00**	**$ 344,461,796.09**
Uses			
Project Fund	$ 175,250,895.77	$ -	$ 175,250,895.77
Acquisition Payment	147,222,181.13	-	147,222,181.13
Working Capital	-	1,500,000.00	1,500,000.00
Capitalized Interest Fund	12,018,339.03	97,120.75	12,115,459.78
Costs of Issuance	7,830,380.16	542,879.25	8,373,259.41
Total Uses	**$ 342,321,796.09**	**$ 2,140,000.00**	**$ 344,461,796.09**

FINANCIAL SUMMARY OF THE BONDS

Estimated Debt Service Schedule

Year	Principal	Interest	Total Debt Service	Annual Bond Insurance Installment	Capitalized Interest Fund	Net Debt Service
2027	$ -	$ 18,214,267.30	$ 18,214,267.30	$ -	$10,017,847.00	$ 8,196,420.30
2028	-	16,684,825.00	16,684,825.00	-	2,502,723.74	14,182,101.26
2029	-	16,684,825.00	16,684,825.00	-	-	16,684,825.00
2030	580,000.00	16,684,825.00	17,264,825.00	-	-	17,264,825.00
2031	1,140,000.00	16,648,575.00	17,788,575.00	-	-	17,788,575.00
2032	1,755,000.00	16,577,325.00	18,332,325.00	-	-	18,332,325.00
2033	2,405,000.00	16,484,325.00	18,889,325.00	-	-	18,889,325.00
2034	3,105,000.00	16,364,075.00	19,469,075.00	-	-	19,469,075.00
2035	3,850,000.00	16,208,825.00	20,058,825.00	-	-	20,058,825.00
2036	4,440,000.00	16,016,325.00	20,456,325.00	247,280.00	-	20,703,605.00
2037	4,835,000.00	15,794,325.00	20,629,325.00	243,412.00	-	20,872,737.00
2038	5,080,000.00	15,552,575.00	20,632,575.00	239,348.00	-	20,871,923.00
2039	5,330,000.00	15,298,575.00	20,628,575.00	235,084.00	-	20,863,659.00
2040	5,600,000.00	15,032,075.00	20,632,075.00	230,604.00	-	20,862,679.00
2041	5,880,000.00	14,752,075.00	20,632,075.00	225,900.00	-	20,857,975.00
2042	6,175,000.00	14,458,075.00	20,633,075.00	220,960.00	-	20,854,035.00
2043	6,495,000.00	14,133,887.50	20,628,887.50	215,764.00	-	20,844,651.50
2044	6,840,000.00	13,792,900.00	20,632,900.00	210,292.00	-	20,843,192.00
2045	7,195,000.00	13,433,800.00	20,628,800.00	204,536.00	-	20,833,336.00
2046	7,575,000.00	13,056,062.50	20,631,062.50	198,476.00	-	20,829,538.50
2047	7,975,000.00	12,658,375.00	20,633,375.00	192,096.00	-	20,825,471.00
2048	8,390,000.00	12,239,687.50	20,629,687.50	185,384.00	-	20,815,071.50
2049	8,830,000.00	11,799,212.50	20,629,212.50	178,320.00	-	20,807,532.50
2050	9,295,000.00	11,335,637.50	20,630,637.50	170,884.00	-	20,801,521.50
2051	9,785,000.00	10,847,650.00	20,632,650.00	163,056.00	-	20,795,706.00
2052	10,295,000.00	10,333,937.50	20,628,937.50	154,820.00	-	20,783,757.50
2053	10,835,000.00	9,793,450.00	20,628,450.00	146,152.00	-	20,774,602.00
2054	11,405,000.00	9,224,612.50	20,629,612.50	137,028.00	-	20,766,640.50
2055	12,005,000.00	8,625,850.00	20,630,850.00	127,424.00	-	20,758,274.00
2056	12,635,000.00	7,995,587.50	20,630,587.50	117,316.00	-	20,747,903.50
2057	13,300,000.00	7,332,250.00	20,632,250.00	106,676.00	-	20,738,926.00
2058	13,965,000.00	6,667,250.00	20,632,250.00	95,504.00	-	20,727,754.00
2059	14,660,000.00	5,969,000.00	20,629,000.00	83,776.00	-	20,712,776.00
2060	15,395,000.00	5,236,000.00	20,631,000.00	71,460.00	-	20,702,460.00
2061	16,165,000.00	4,466,250.00	20,631,250.00	58,528.00	-	20,689,778.00
2062	16,975,000.00	3,658,000.00	20,633,000.00	44,948.00	-	20,677,948.00
2063	17,820,000.00	2,809,250.00	20,629,250.00	30,692.00	-	20,659,942.00
2064	18,715,000.00	1,918,250.00	20,633,250.00	15,720.00	-	20,648,970.00
2065	19,650,000.00	982,500.00	20,632,500.00	-	-	20,632,500.00
Total	**$326,375,000.00**	**$455,765,292.30**	**$ 782,140,292.30**	**$ 4,551,440.00**	**$12,520,570.74**	**$774,171,161.56**

WESTERN KENTUCKY UNIVERSITY
MACKEY MITCHELL
ARCHITECTS
BROEREN
RUSSO
BUILDERS INC

KENTUCKY UNIVERSITY
CHF
Gilbane
MACKEY MITCHELL
ARCHITECTS

UNIVERSITY
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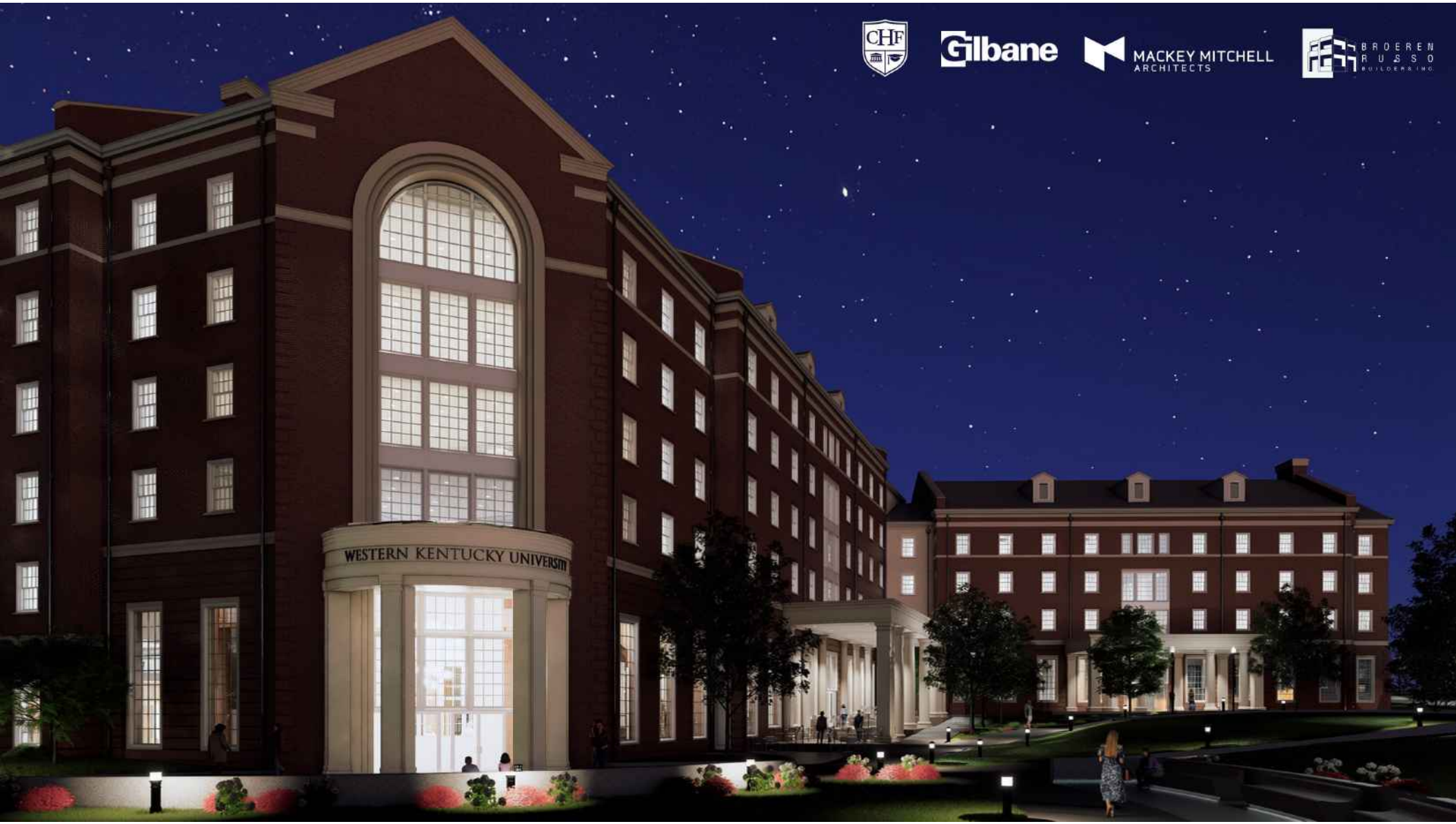
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WESTERN KENTUCKY UNIVERSITY

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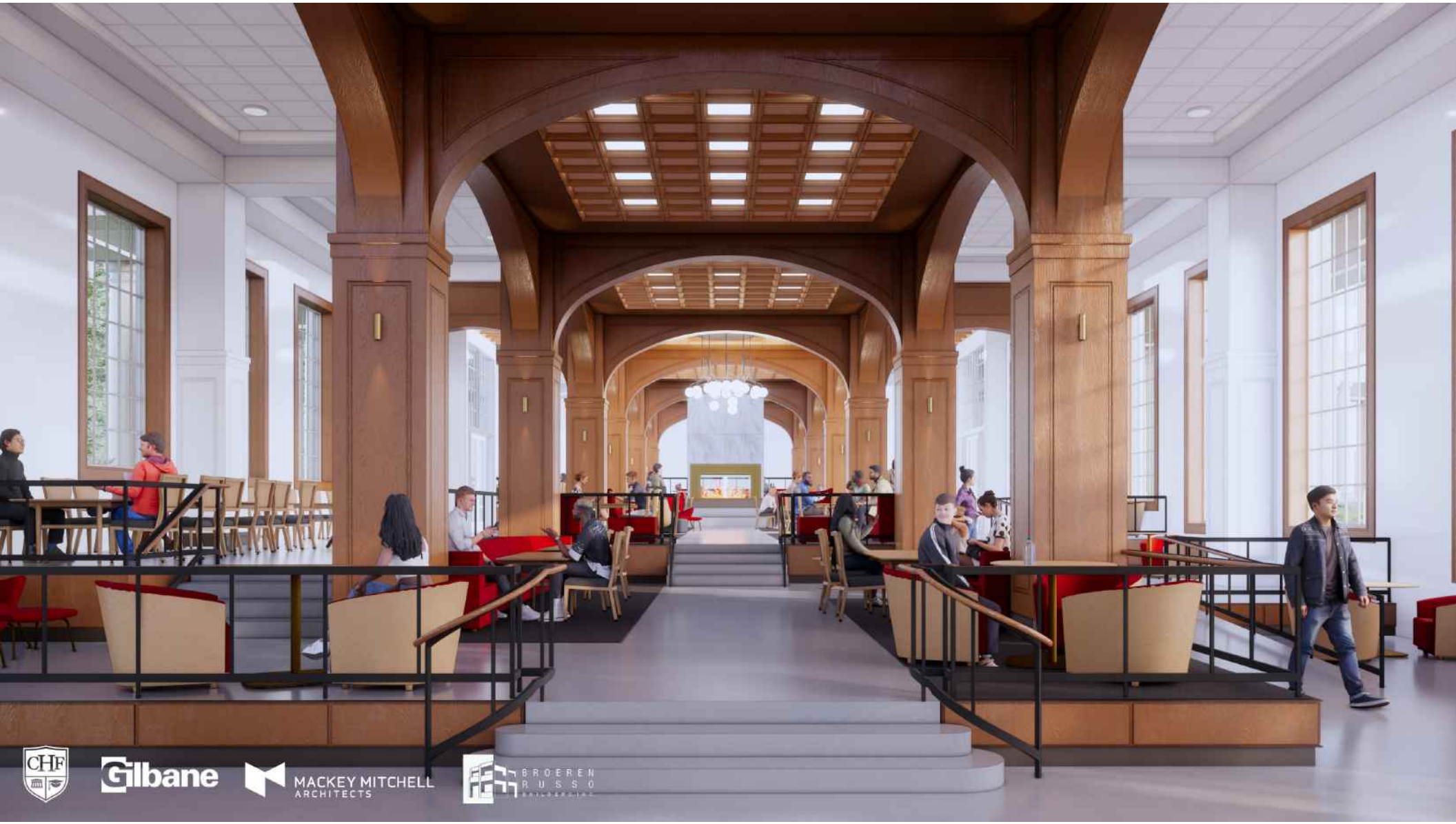
CHF
Gilbane
MACKEY MITCHELL
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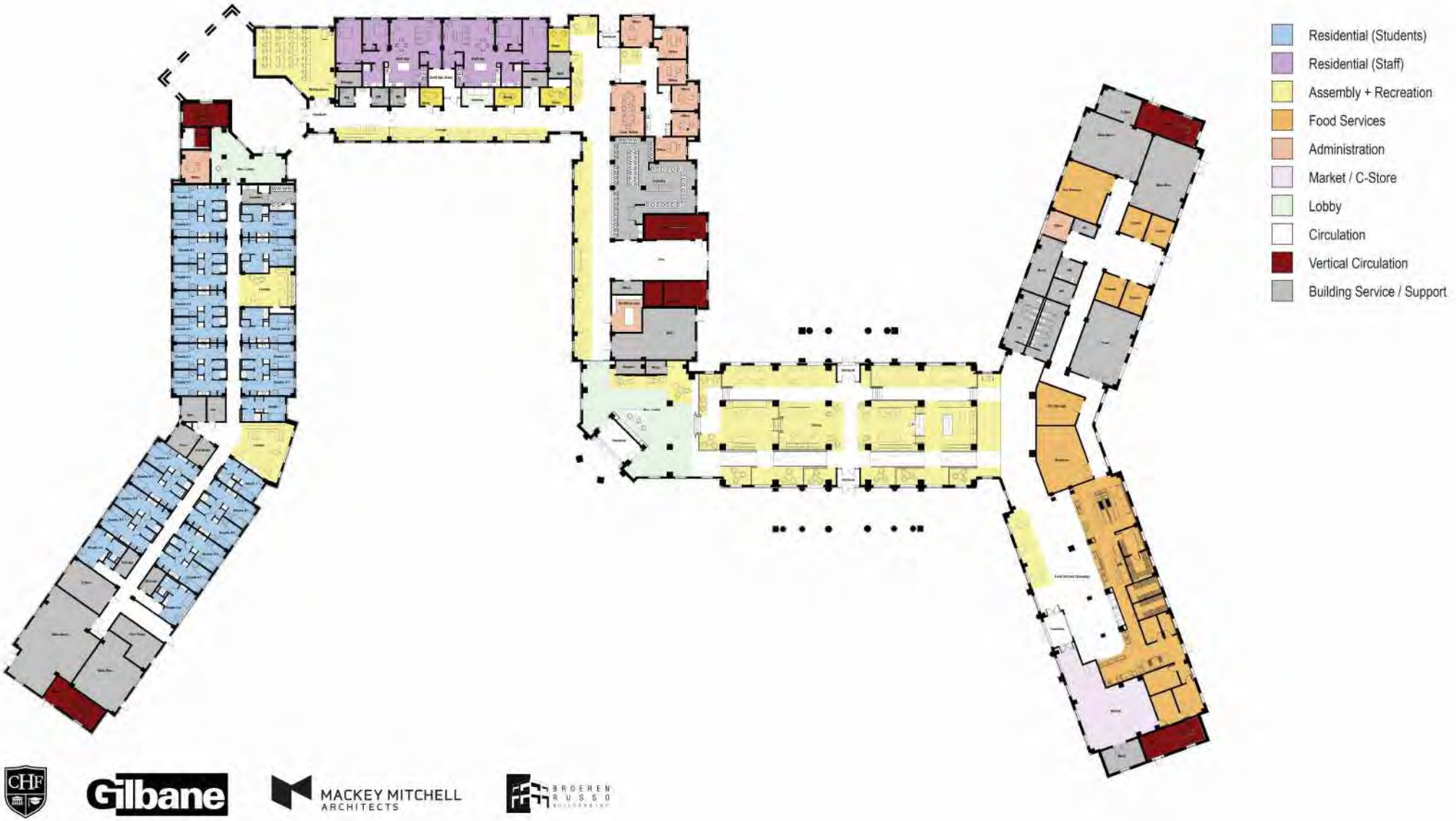
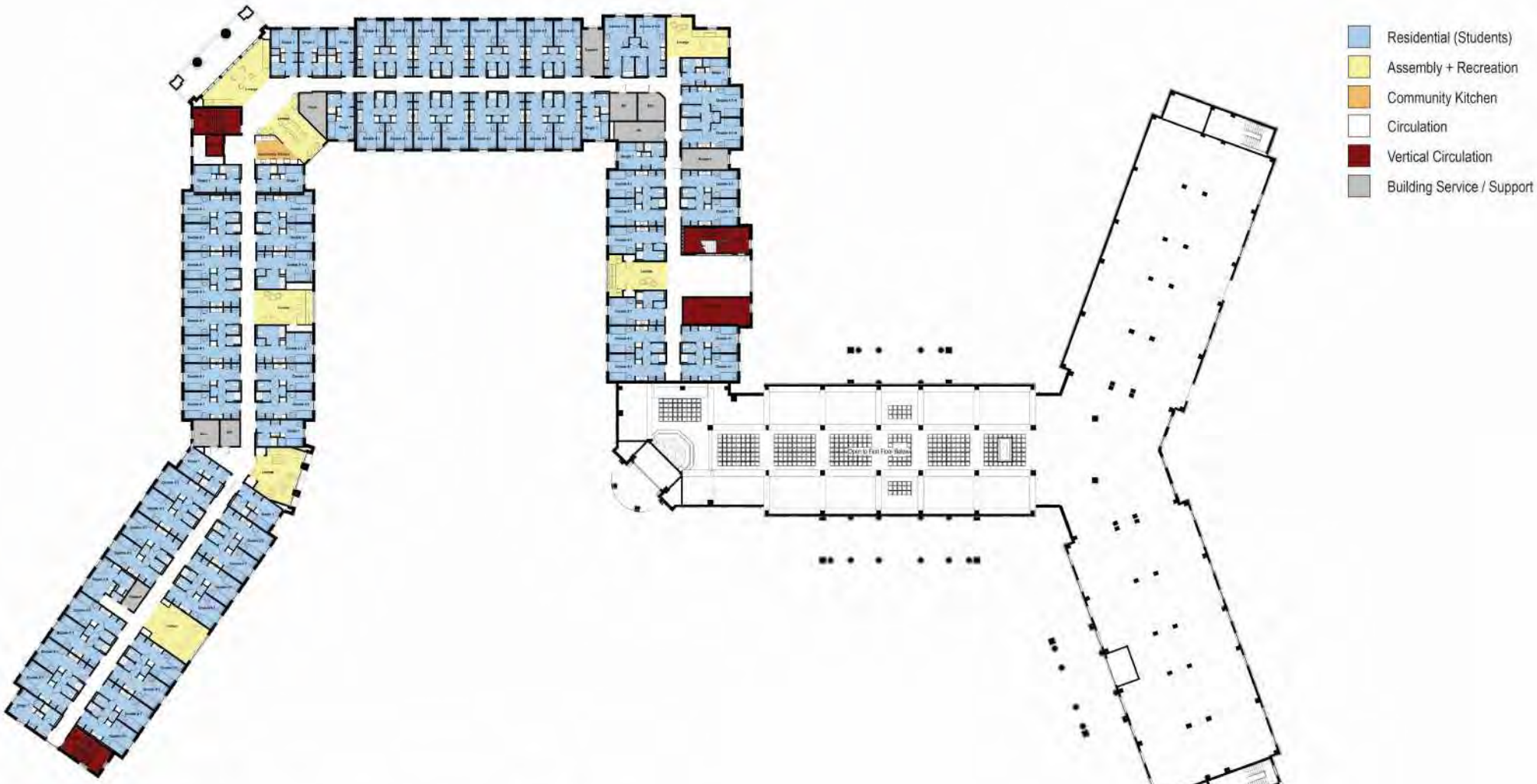
RUSSO

AVENUE OF CHAMPIONS
PEARCE FORD TOWER
Gilbane
MACKEY MITCHELL
ARCHITECTS
element
design



CHF Gilbane MACKEY MITCHELL ARCHITECTS BROEREN RUSSO



CHF Gilbane MACKEY MITCHELL ARCHITECTS BROEREN RUSSO

CHF Gilbane MACKEY MITCHELL ARCHITECTS BROEREN RUSSO

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WESTERN KENTUCKY UNIVERSITY STUDENT HOUSING P3
PROJECT DOCUMENT SUMMARIES

PARTIES	
Lessor/Owner:	Western Kentucky University ("WKU")
Lessee/Borrower:	Collegiate Housing Foundation – Bowling Green, L.L.C. ("CHF")
Developer:	GD WKU DEVCO LLC ("Developer")
Guarantor:	Gilbane Development Company ("Guarantor")
Manager:	WGB Property Management LLC dba Inwood Management ("Manager")
Current Manager:	WKU Student Life Foundation, Inc. ("SLF")

GROUND LEASE	
Parties:	WKU, as Lessor / CHF, as Lessee
Project:	Lease of the existing student housing facilities on campus (the "Existing Housing") and the development and construction of a new on-campus student housing facility (the "Project")
Term:	Earlier of: (a) 50 years and (b) the date on which the Bonds have been fully repaid.
Purchase Option:	WKU has the right to purchase back the Project from CHF at a purchase price equal to the principal balance of all debt outstanding including any premium payable on such debt plus all accrued interest.
Rent / Net Available Cash Flow / Project Waterfall:	Rent for an annual period is equal to the Net Available Cash Flow for such period which equals all amounts transferred to the Surplus Fund and available for transfer to WKU at the end of such annual period. All gross receipts and revenues received from the Project will be deposited into the Revenue Fund and transferred monthly in the following order: • operating expenses for the following month; • 1/6th of the interest due on the next interest payment date; • 1/12th of the principal due on the next principal payment date; • other mandatory redemption moneys due; • bond trustee fees and expenses; • bond issuer fees and expenses; • any required debt service reserve fund deposits due; • rebate amounts; • any required repair and replacement fund deposits due; and • any operations contingency fund deposits due.
Alternative Student Housing	WKU agrees not to construct or otherwise sponsor any new additional housing facilities for students on or off campus unless:

	• WKU obtains the report of a financial consultant stating that
	  o the fixed charges coverage ratio ("FCCR") for the most recent annual period prior to the construction of the alternative student housing was at least 1.2,
	  o the projected FCCR for the first full annual period immediately succeeding completion would be at least 1.2, and
	  o the occupancy of the Project was at least 95% in the preceding annual period; provided, however, WKU may construct alternative student housing if it the FCCR for the first three full Annual Periods immediately succeeding the completion of such alternative student housing would be at least 1.2;
	• the construction is supported by a demand study completed not more than two years prior to the projected commencement of construction concluding that sufficient demand exists for the additional number of beds to be constructed so as not to have a material adverse effect on the Project and the rate covenant with respect to the financing; and
	• no Event of Default exists under the Loan Agreement;
	provided that this restriction does not apply to new housing facilities that replace existing housing facilities.

WKU Obligations:	WKU is responsible for the following: • treat the Project at all times as part of WKU's student housing program on an equal basis with all other student housing facilities; • include the Project in all information and marketing materials regarding student housing that it provides to students and prospective students; • provide to students the services and access reasonably expected in comparable student housing facilities, including student life programs, computer network and student transportation system; • assign students to the Project to ensure that the Project maintains occupancy levels at all times at least equal to: (a) 120% of all debt service payments scheduled to become due during such annual period; and (b) the total sum needed to (i) meet all of the funding requirements for the debt service reserve fund and the repair and replacement fund, (ii) pay all operating expenses, and (iii) make all other payments required by WKU; and • approve all construction and design/construction documents.
CHF Obligations:	CHF is responsible for the following: • complete the construction of the Project and any additional construction required for the facilities; • providing all utility services; • procuring insurance; and • enter into the management agreement and ensure for the proper management and maintenance of the Project.

DEVELOPMENT AGREEMENT	
Parties:	CHF / Developer
Developer Obligations:	The Developer agrees to perform the following: • design, development, construction, furnishing, and equipping of the Project; • deliver the Project by pre-approved delivery dates, including a substantial completion deadline that will be agreed to by WKU; • provide monthly updates during construction to WKU and CHF; and • provide required insurance for the design and construction of the Project.
Stipulated Sum:	The Developer will deliver the Project in exchange for a stipulated sum that will be agreed upon by WKU, CHF and the Developer which will include all hard and soft costs related to the design and construction of the Project and a development fee for the Developer.
Developer Defaults:	Developer Defaults under the Development Agreement: • if the Developer defaults or fails or neglects to carry out its Work; • general covenant default; • Developer fails to achieve substantial completion prior to the substantial completion deadline or the applicable delivery date; and • bankruptcy-related defaults.
Temporary Housing / Liquidated Damages:	If the Developer does not deliver the Project by the substantial completion deadline, WKU will be responsible for moving displaced students into available units within the WKU housing system or into off-campus hotels or similar accommodations. In exchange, the Developer shall pay to WKU liquidated damages subject to pre-agreed upon caps per day depending on the type of temporary housing provided by WKU.
Guaranty:	Under a separate guaranty agreement delivered by the Guarantor to CHF, the Guarantor will guarantee the following: • the payment and performance of all of Developer's obligations under the Development Agreement; and • performance, and satisfaction of all of Developer's obligations, duties, covenants, and agreements with respect to the completion of the design, development, construction, equipping, and furnishing of the Project.

MANAGEMENT AGREEMENT	
Parties:	CHF / Manager / WKU
Manager Obligations:	The Manager agrees to perform the following: • day-to-day management, operation, maintenance, and repair of the Existing Housing and the Project; • quarterly and annual reports related to the Existing Housing and the Project; • assist with the marketing of the Existing Housing and the Project; • move-in and move-out logistics; • purchase all materials, equipment, tools, appliances, supplies and services necessary to assure proper maintenance and repair of the Existing Housing and the Project; • cleaning, maintenance and operation of the HVAC equipment; • provide all necessary insurance; and • provide and utilize an electronic system to manage work orders.
WKU Obligations:	WKU agrees to perform the following: • billing and collecting revenue from residents; • marketing of the Existing Housing and the Project, including on the website, social media and with respect to various marketing materials; • room assignments and general housing management; • residence life and academic integration; and • security and parking enforcement.
Operating Standards:	The Manager will operate and manage the Existing Housing and the Project in accordance with: • all Applicable Laws; • standards of practice followed by professional managers of other privately operated on-campus student housing projects of a size, class and nature comparable to the Existing Housing and the Project; and • Key Performance Indicators that will be agreed upon by WKU, CHF and the Manager.
Resident Housing Rates:	The Manager shall review and analyze market demand for the occupancy of the Project and shall recommend to CHF the rental rates to be charged to Residents and other gross fees to be charged to residents each year.
Manager Compensation:	The Manager will be paid an annual base fee plus an incentive fee that will be agreed upon by WKU, CHF and the Manager.

DRAFT DATED 04/09/2026

TURNKEY DEVELOPMENT AGREEMENT

by and between

COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C.

and

GD WKU DEVCO LLC

Executed _____, 2026

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EXHIBITS:

EXHIBIT A	Legal Description of Property
EXHIBIT B-1	Survey of Student Housing Facility 1 Property
EXHIBIT B-2	Survey of Student Housing Facility 2 Property
EXHIBIT C	List of Current Plans (To Be Replaced with Final Plans)
EXHIBIT D	Project Schedules
EXHIBIT E	Construction Area Map
EXHIBIT F	List of Due Diligence Materials
EXHIBIT G	List of Legal Requirements
EXHIBIT H	Development Budgets
EXHIBIT I	Payment Application
EXHIBIT J	Guaranty of Gilbane Investment Company
EXHIBIT K	Material Subcontractors
EXHIBIT L	Insurance
EXHIBIT M	Project Cost Savings

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TURNKEY DEVELOPMENT AGREEMENT

This TURNKEY DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into as of _____, 2026 ("**Effective Date**") by and between COLLEGIATE HOUSING FOUNDATION-BOWLING GREEN, L.L.C., an Alabama limited liability company ("**Lessee**"), whose sole member is Collegiate Housing Foundation, an Alabama nonprofit corporation (the "**Foundation**") and GD WKU DEVCO LLC, a Kentucky limited liability company ("**Developer**"). Lessee and Developer are referred to herein as each, a "**Party**" and collectively, as the "**Parties**."

R E C I T A L S :

A. WESTERN KENTUCKY UNIVERSITY, a public body corporate, and an educational institution and agency of the Commonwealth of Kentucky ("**University**"), operates a public university on its main campus consisting of approximately two hundred (200) acres located at 1906 College Heights Boulevard, Bowling Green, Kentucky 42101 ("**Campus**") that includes certain on-campus student housing residence halls other housing facilities located thereon (collectively, the "**Housing System**").

B. The University wishes to add one new student housing facility to the Campus and the renovation of certain existing student housing facilities on the Campus.

C. The University has requested Lessee to assist it in providing student housing on the Campus.

D. The University and GILBANE DEVELOPMENT COMPANY, a Rhode Island corporation ("**Gilbane**") entered into a Phase 1 Pre-Development Agreement executed on December 22, 2025, as amended by that certain First Amendment to Pre-Development Agreement (collectively, the "**PDA**") whereby Gilbane performed the Pre-Development Activities (as defined in the PDA) on the Campus at the Project Site (as defined in the PDA) as shown on *Exhibit D* attached to the PDA.

E. The University has leased or transferred to Lessee pursuant to the terms and conditions of that certain Ground Lease executed on or about the even date herewith ("**Ground Lease**") certain portions of the Campus as legally described in the Ground Lease and on **Exhibit A** attached to this Agreement (the "**Property**"), whereby Lessee has the right and obligation to engage the Developer, an authorized affiliate of Gilbane, to design, build, renovate, and finance the Project (as defined herein) on the Property in furtherance of enlarging and enhancing the University's Housing System and associated amenities.

F. The University acknowledges that the Project (as defined herein) is necessary and integral in fulfilling its educational purpose and objectives and will allow the University to attract and retain qualified students and faculty.

G. Lessee is an Alabama limited liability company, whose sole member is the Foundation, an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and is exempt from federal income tax under Section 501(a) of the Code.

H. The purpose of the Lessee is to further the stated charitable purposes of the Foundation through the development, purchase, acquisition, design, construction, equipping, ownership, management, operation, and maintenance of student-housing and related facilities for use by students, faculty, and staff of the University and through the provision of a broad range of activities, programs, and services designed to advance education and to otherwise assist and support the University in fulfilling its educational mission.

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I. Lessee is disregarded as an entity separate and apart from the Foundation for federal income tax purposes, such that the activities of Lessee are attributed to the Foundation.

J. Lessee desires to engage Developer and Developer desires to accept such engagement from Lessee to perform the development services for the Project on the Property upon the terms and conditions set forth in this Agreement.

K. Lessee intends to pass on to Developer the obligations of Lessee under the Ground Lease and the Bond Documents (hereinafter defined) relative to the development, renovation and construction management of the Student Housing Facilities as expressly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties mutually covenant and agree to the following:

1. **Recitals Incorporated; Definitions**. The recitals are hereby incorporated by reference and made a part of this Agreement. Any capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Ground Lease.

2. **Projects; Plans; Contract Documents; Construction Access**.

(a) Lessee hereby engages Developer and Developer accepts such engagement to complete the design, development, construction, furnishing, and equipping (to the extent set forth in the Final Plans) of a new mixed-use student housing facility located on Campus containing six (6) floors of student housing with approximately 1,036 student beds, _____ square feet of retail space and associated amenities, including, without limitation, a dining facility ("**Student Housing Facility 1**") located on the portion of the Property legally described and shown on the Survey attached as **Exhibit B-1**, together with all Personalty (as defined in the Ground Lease), amenities and improvements required for or in connection with the use, occupancy, lease and operation of the Student Housing Facility 1, including, without limitation, utilities, driveways, approaches, sidewalks, parking lots, landscaping, lighting, security systems, other site improvements, exterior and interior improvements made a part of the Student Housing Facility 1, as set forth in the final construction drawings, plans and specifications approved by the Parties.

(b) In addition to Student Housing Facility 1, Lessee hereby engages Developer and Developer agrees to complete the demolition, renovation, design, development, construction, furnishing, and equipping (to the extent set forth in the Final Plans) of __ (_) [describe facilities to be renovated] existing student housing facilities on the Campus comprised of one or more buildings with [___] units and approximately [_____] student beds (**"Student Housing Facility 2"**) located on the portion of the Property legally described and shown on the Survey attached as **Exhibit B-2**, together with all Personalty (as defined in the Ground Lease), amenities and improvements required for or in connection with the use, occupancy, lease and operation of Student Housing Facility 2, including, without limitation, utilities, driveways, approaches, sidewalks, parking lots, landscaping, lighting, security systems, other site improvements, exterior and interior improvements made a part of the Student Housing Facility 2, as set forth in the final construction drawings, plans and specifications approved by the Parties. The Student Housing Facility 1 and Student Housing Facility 2 together with their associated Personalty and improvements may be referred to herein as each, a "Student Housing Facility" or a "Project" and collectively, as the "Student Housing Facilities" or as the "Projects".[1]

[1] Project description to be updated and in-line with other transaction documents.

(c) The preliminary design drawings for the Student Housing Facilities as of the Effective Date, are referenced on the list of current drawings and documents attached as **Exhibit C** which as of the date hereof consist of design drawings that are one hundred percent (100%) complete (the "**Current Plans**").[2] The Parties acknowledge and agree that the Current Plans for the Project have been approved by the Lessee, Developer and University and that no further approvals or consents are required. Any Material Change (as defined below) shall require the written approval of the Lessee and University, which approval shall not be unreasonably withheld, conditioned or delayed and shall be granted or denied by the Lessee and University within thirty (30) business days of Developer's written request therefor. A "**Material Change**" shall mean any addition, reduction, or change to the Current Plans or Final Plans that results in: (i) a material change to the final designed elevation(s), site plan, floor plan(s) or square footage shown on the Final Plans (as hereinafter defined); (ii) a material impact on the Projects' cost, schedule, or compliance with applicable laws, regulations, or standards; or (iii) an increase in the Stipulated Sum or delay to the Delivery Dates.

(d) Following the Effective Date, but not later than [_____],[3] the Developer shall cause the Contractor, Architect and any other applicable design professionals to complete final construction drawings, plans and specifications for the Student Housing Facilities that are based on and consistent with the design details set forth in the Current Plans (the "**Final Plans**") and Lessee shall, act in good faith, diligently, proactively and cooperatively with Developer, Contractor and Architect and the University to review and approve the Final Plans. Approval of the Final Plans shall require the prior written approval of the Lessee and University, which approvals shall not be unreasonably withheld, conditioned or delayed and shall be granted or denied by the Lessee and University within ten (10) business days of receipt of the Developer's written request therefor, which written request shall explicitly state the deadline for granting or denying such approval; provided. The Final Plans as approved by the Lessee and the University shall be acknowledged in writing by the Lessee, University and Developer and shall be attached hereto as **Exhibit C** (thereby replacing the Current Plans) and incorporated herein and made a part of this Agreement. Any Material Change approved by the Lessee and the University in connection with approval of the Final Plans shall be documented by a Change Order in accordance with Section 3 below.

(e) Although the University is not a party to this Agreement, it is understood and agreed that the Lessee seeks to act in accordance with the intentions of the University regarding the development, design, construction and equipping of the Projects and that the Ground Lease in some instances requires the University's consent or approval. In order to effectuate any such required approval, Developer agrees to furnish the University with copies of all notices furnished to the Lessee under this Agreement to the address and in the manner specified in the Ground Lease.

(f) As part of the "Work" defined below, the Developer shall (i) advise the Lessee and negotiate and obtain all governmental and private approvals required in connection with developing and constructing the Projects as more fully set forth in Section 7(a) below; (ii) negotiate and, subject to Lessee's review and approval (which approval shall not be unreasonably withheld, conditioned or delayed), enter into a modified A133 Standard Form of Agreement Between Owner and Construction Manager as Constructor ("**Contractor Agreement**") with Unity Construction Management, LLC ("**Contractor**"), pursuant to which the Contractor will assist Developer with providing all of the architectural, engineering, design and construction services for the Projects, which Contractor may hire subcontractors for construction of certain Work for the Projects (each, a "**Subcontractor**" and collectively, the "**Subcontractors**"); and (iii) engage Mackey Mitchell Architects ("**Architect**") to provide architectural and design services for the Projects, and provide other professionals to perform all other professional services required for the design

[2] Plan set at Financial Closing is 100% DDs.

[3] Gilbane to provide date expected to receive 100% CDs.

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and construction of the Projects. Lessee acknowledges and agrees that the Architect and other design professionals retained by Developer and Contractor will be responsible for designing the Projects in accordance with the Contract Documents and Legal Requirements as more full set forth in Section 4 below; provided, however, that such acknowledgment shall not relieve Developer of its obligation to manage and coordinate the design process to ensure compliance with the Contract Documents and Legal Requirements, nor constitute a waiver of any claims for errors, omissions, or non-compliance with such requirements. Notwithstanding the foregoing, the Contractor Agreement by and between the Developer and Contractor shall be executed and in full force and effect as of the Effective Date of this Agreement.

(g) The "**Work**" means all professional design and engineering services and construction and project administration services to complete the Student Housing Facilities in accordance with the Contract Documents (as hereinafter defined) by the specified required delivery dates for each Project (each, a **"Delivery Date"** and collectively, the **"Delivery Dates"**) as set forth in the construction schedules for the Projects attached as **Exhibit D** (each, a "**Project Schedule**" and collectively, the "**Project Schedules**"), that includes all labor necessary to construct the Student Housing Facilities, and all materials and equipment to be incorporated in the Student Housing Facilities. The "**Contract Documents**" shall consist of this Agreement, all documents in the Current Plans, Final Plans, Project Schedules, Development Budgets, Contractor Agreement and Change Orders (as such terms are defined herein).

(h) If the Developer or Contractor encounters conditions at the Property that are (1) subsurface or otherwise concealed physical conditions that were not visible and not known to exist as of the Effective Date and that are materially different from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature other than the weather, climate, or another Force Majeure Event that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents (collectively, "**Differing Site Conditions**"), the Developer shall promptly provide notice to the Lessee, University and the Construction Monitor before conditions are disturbed and in no event later than fourteen (14) business days after first observance of the conditions. The notice shall include reasonable documentation and evidence of the conditions encountered, demonstrating how they differ materially from the Contract Documents or conditions ordinarily inherent in the specified construction activities. The Construction Monitor will promptly investigate such conditions and issue its determination and recommendation to the parties in writing within ten (10) business days after receiving notice. If the Construction Monitor determines that Differing Site Conditions exist and cause an increase or decrease in the Developer's cost of, or time required for, performance of any part of the Work, the Construction Monitor will recommend that an equitable adjustment be made in the Stipulated Sum or Delivery Dates, or both. The source of funds for such equitable adjustment shall be determined by the Developer, Lessee and the University. If the Construction Monitor determines that no Differing Site Conditions exist and that no change in the terms of this Agreement is justified, the Construction Monitor shall promptly notify the Lessee, University and Developer, stating the reasons. For the avoidance of doubt, Differing Site Conditions shall not include (i) any condition disclosed in the Due Diligence Materials (as hereinafter defined); (ii) any other conditions that could have been reasonably identified or discovered through customary site investigations, geotechnical studies, or other due diligence performed before execution of this Agreement or (iii) any condition that was caused or exacerbated by the acts or omissions of the Developer or the Contractor. If either Party disputes the Construction Monitor's determination or recommendation, such dispute shall be resolved in accordance with the dispute resolution process set forth in Section 12. All adjustment to the Delivery Dates and Stipulated Sum shall be evidenced by the Parties executing a Change Order. Pending resolution of any

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dispute regarding Differing Site Conditions, the Developer shall continue to perform all unaffected portions of the Work without delay.[4]

(i) During the construction of the Student Housing Facilities, Developer, Contractor, Architect and their respective consultants, contractors, subcontractors, and suppliers shall have, subject to the terms and conditions of the Ground Lease, a revocable and non-exclusive license and right of entry to the Campus owned by the Lessee and the University that are specifically included within the construction area shown on **Exhibit E** attached hereto for access to the Property.

(j) Developer shall, and has agreed to, perform or will cause to be performed all Work in a good and workmanlike manner and in accordance with (i) the professional standards of an experienced and qualified developer, with a scope, level of expertise, and quality not less than those generally performed by competent professional developers of properties similar in type and quality to the Projects and located on the campuses of institutions of higher education, and (ii) the Contract Documents and Legal Requirements (as defined below) (the "**Standard of Care**"). All goods incorporated into, or placed at, the Projects shall be of the quality required under the Final Plans and the Developer will be responsible for the design, layout and installation of the furniture, fixtures and equipment set forth in the Final Plans. It is the intent of the Parties and University that the Stipulated Sum cover all Work for the Projects as detailed in the Final Plans, and the Developer and University shall work in good faith to achieve this goal. From and after the Effective Date, the Developer may reasonably reallocate certain hard and soft costs and any contingencies and final line-item cost savings with the understanding that the Parties are relying on the Stipulated Sum as the final costs and fees to complete the Projects.

(k) Developer shall maintain, or cause to be maintained, in good order and visible and accessible at the building sites or construction office one record copy of the Final Plans and other related documents, marked currently to record changes made during construction, and during construction the Lessee and University shall have the right to review all such Final Plans and other related documents during regular business hours upon one (1) business day's notice. Upon completion of the design and construction of the Student Housing Facilities and prior to termination of this Agreement, the Developer shall deliver to the Lessee the following: (i) as-built plans (to be provided in hard copy form and electronically in .pdf and .dwg and/or .rvt format, in the Lessee's and University's discretion); (ii) all written specifications as amended (to be provided electronically); (iii) complete copies of all operations and maintenance manuals for all equipment installed in the Student Housing Facilities as part of the Work (to be provided electronically); (iv) the warranties for the foregoing (to be provided electronically) in conformity with Section 13 hereof and transfer of the same to the Lessee; and (v) provide the necessary training and validation of operating systems to ensure a smooth transition to management and operation of all portions of the Student Housing Facilities.[5]

(l) Developer has caused to be conducted certain due diligence on the Property with regard to the engineering, construction, financial and logistical feasibility of developing the Student Housing Facilities consistent with the terms and conditions of the Ground Lease and this Agreement, that specifically includes the title commitment, surveys, environmental site assessments, geotechnical reports, Architect's field investigations reports and other assessments, tests and studies set forth on the List of Due Diligence Materials attached as **Exhibit F** ("**Due Diligence Materials**") and has completed an analysis of the Due Diligence Materials with respect to land use and zoning, entitlements and the need for permits for the purpose of establishing the Work covered by the Stipulated Sum. The Due Diligence Materials are incorporated herein by reference and made a part of this Agreement. The Developer's evaluation and

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[4] Parties to discuss underground power lines/steam tunnel.

[5] Retained Services?

analyses of the Due Diligence Materials with respect to development of the Student Housing Facilities have been conducted consistent with the Standard of Care.

(m) Developer acknowledges and agrees that the Ground Lease and the Loan Agreement place certain requirements on the Lessee relating to the development, design, construction and equipping of the Projects. Developer agrees to cause the completion of the Project in compliance with the terms and conditions of this Agreement and to not knowingly take any action (or fail to take any action which it is specifically obligated to take hereunder) that would cause the Lessee to be in breach of any representations or covenants made by Lessee in the Ground Lease or the Loan Agreement.

(n) This Agreement supplants and terminates the PDA. Notwithstanding anything to the contrary in this Agreement, any work previously performed under the PDA as of the Effective Date shall be irrevocably deemed a part of the Work performed under this Agreement (including for the purposes of any warranty(ies) under Section 13 of this Agreement, and the coverages afforded under the insurance policies required under Section 9 and the performance security required under Section 17 of this Agreement.

3. **Changes in the Work**.

(a) A "**Change Order**" is a written order to the Developer signed and approved by the Lessee and University issued after execution of this Agreement, authorizing a change in the Work or an adjustment in the Stipulated Sum (as defined in Section 7) or the Delivery Dates. The Delivery Dates may be changed only by an executed Change Order, including changes resulting from a Force Majeure Event, Differing Site Conditions, Lessee Delay or University Delay (as such terms are hereinafter defined). A Change Order shall be required for any Material Change, any adjustment in the Stipulated Sum or Delivery Dates, or for any adjustment that materially impacts the Projects budgets or schedules. A Change Order signed by the Developer, the Lessee and University indicates their agreement therewith, including the adjustment (if any) in the Stipulated Sum and Delivery Dates. The Developer shall submit a proposed Change Order in writing to the Lessee and University, including a description of the proposed change, its impact on the Stipulated Sum and/or Delivery Dates, the proposed funding source for any increase in the Stipulated Sum, and any supporting documentation reasonably requested by Lessee, University or Construction Monitor. The Lessee and the University shall review and respond to the proposed Change Order within fifteen (15) business days of receipt. No changes to the Stipulated Sum or Delivery Dates shall be binding unless authorized by an executed Change Order.

(b) The cost or credit resulting from a Change Order shall be determined by taking into account the increase or decrease in (i) the engineered cost for labor and materials of the Contractor and all Subcontractors affected by the Change Order, and (ii) such Contractor's and Subcontractors' general overhead and profit as a result of the Change Order. The Stipulated Sum shall be further increased by an amount equal to three and one-half percent (3.50%) of any net increase in costs attributable to a Change Order, to reflect the parties' agreed upon adjustment to the Developer's overhead and profit as a result of any Change Order. All adjustments in the Stipulated Sum shall be based on one of the following methods: (i) mutual acceptance of a lump sum by Developer, Lessee and the University properly itemized and supported by sufficient substantiating data to permit evaluation; or (ii) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

(c) If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of the Work proposed will cause substantial inequity to the University, the Lessee or the Developer, the applicable unit prices shall be equitably adjusted.

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(d) The Developer shall have authority to make minor changes in the design and construction, provided that such changes: (i) do not affect the structural integrity, functionality, or performance of the Projects; (ii) are consistent with the quality and aesthetic standards set forth in this Agreement; and (iii) do not require adjustments to the Stipulated Sum or an extension of the Delivery Dates. The Developer shall keep the Lessee, University and Construction Monitor reasonably informed of any such minor changes.

4. **Developer's Compliance Responsibilities**.

(a) Developer shall be responsible for causing the Work (including, without limitation, all changes thereto) to comply with (i) all federal, state and local rules, regulations, building codes, ordinances, statutes and laws, including the Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq. ("**ADA**"), that govern the development and construction of the Student Housing Facilities, including, without limitation, those specifically set forth on the List of Legal Requirements attached as **Exhibit G**, and any other applicable Legal Requirements that are in effect during the term of this Agreement, and which are applicable to the Projects, or the Developer; and (ii) applicable recorded protective covenants, easements, and restrictions on the Property set forth in the documents of record that are defined as Permitted Encumbrances in the Ground Lease ((i) and (ii), collectively, the "**Legal Requirements**"). The Lessee and University acknowledge the role of the Architect and other design professionals in ensuring compliance with Legal Requirements; however, such reliance shall not relieve the Developer of its responsibility to ensure that the Work as a whole complies with all Legal Requirements.

(b) Developer shall be responsible for obtaining a certificate of occupancy (or similar certification approving the utilization thereof) from the applicable governing authority and Completion Certificate from the Architect, as applicable, for the Student Housing Facilities as more fully set forth in Section 5 of this Agreement.

(c) If there is any change between the Effective Date and the Substantial Completion Date for each component of the Project in any applicable Legal Requirements which requires a change in the Work in order to avoid a violation of any such applicable Legal Requirement, the Developer shall promptly notify the Lessee and University in writing of such change, including a description of the required changes and their anticipated impact on the Stipulated Sum and Delivery Dates. The Developer shall be responsible for changing the Work in order to comply with the new Legal Requirements and shall use commercially reasonable efforts to minimize any increase in costs or delays to the Project Schedules resulting from such changes. Any adjustments to the Stipulated Sum and Delivery Dates shall be limited to changes in Legal Requirements that materially impact the scope, cost, or schedule of the Work, and shall be set forth in a Change Order executed in accordance with Section 3.

(d) If there is a change in any applicable Legal Requirement but the Work or portion thereof affected by such change is deemed to be "grandfathered" (i.e., the applicable Legal Requirement does not require that the Work be changed), such portion of the Work shall nevertheless be deemed to be in compliance with such applicable Legal Requirements and the Developer shall not be required to change the Work to otherwise comply with such changed Legal Requirements.

5. **Construction Timetable**.

(a) The currently planned commencement date for the Project, together with the scheduled Substantial Completion Date (as defined below) and the Final Completion deadline for the Project are set forth in the Project Schedule attached as **Exhibit D**. In performing the Work, Developer shall achieve the milestone dates set forth in the Project Schedule so that the Substantial Completion Date for the Project shall occur on or before the applicable Delivery Date (the **"Substantial Completion**

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Deadline"). Time shall be of the essence as to each Delivery Date. The Project Schedule may be updated by the Developer every four (4) weeks in accordance with the progress of the Work for the Projects, and copies of such updates shall be promptly furnished to the Lessee and University; it being expressly understood, however, that such updates may not extend the Delivery Dates, except as expressly set forth in this Agreement. Developer shall give the University and Lessee written notice promptly, and in no event later than fourteen (14) days, after the Developer becomes aware of the occurrence of any delay to the Work for the Projects that is reasonably likely to cause its Substantial Completion Date to occur after the applicable Delivery Dates (including, without limitation, any Force Majeure Event, University Delay or any Lessee Delay).

(b) The Delivery Dates may be extended only by reason of a Change Order approved and executed by the University and Lessee pursuant to Section 3, including changes resulting from a University Delay, Lessee Delay, Differing Site Conditions or a Force Majeure Event. In the event of a Change Order, the Delivery Dates shall be accelerated or postponed, if at all, only as set forth in such Change Order. Delays related to University Delays, Lessee Delays and Force Majeure Events, including any extensions of the Delivery Dates or adjustments to the Stipulated Sum, shall be governed by the provisions of Section 15 and Section 16, respectively.

(c) If at any time in the course of the performance of its Work, Developer shall fall materially behind the Project Schedule which is not due to a Change Order, Force Majeure Event, University Delay or Lessee Delay, then Developer shall prepare and submit to Lessee and University a written report of the measures that Developer will take, or cause to be taken, to mitigate the effect of such delay. Such mitigation measures may include acceleration of the Work (including, for example, authorizing overtime work), use of contingency monies, the re-prioritization of the critical path of the Work, and relocating Eligible Tenants (as such term is defined in the Ground Lease). The cost and expense of overtime, or any other measures implemented to achieve the foregoing, shall be borne entirely by Developer, and Developer shall update its report every four (4) weeks, which updates shall include status updates relative to Developer's mitigation efforts.

(d) For purposes herein, "**Substantial Completion**" (as identified on the Project Schedules attached as **Exhibit D**) for the Project shall mean the stage in the progress of the Work when the Work or designated portion thereof for the Project is sufficiently complete to satisfy both of the following conditions: the issuance of a temporary certificate of occupancy by the appropriate authority having jurisdiction, if applicable, and such completion as will make the Project sufficient, suitable, and ready for immediate occupancy for the use intended and for the avoidance of doubt, "move-in ready". The "**Substantial Completion Date**" for the Project means the date on which (i) Substantial Completion has occurred; (ii) each authority having jurisdiction has issued a temporary certificate of occupancy (or similar certification approving the utilization thereof) for each Project that certifies the Work applicable to each Project complies with applicable law; (ii) the Architect has inspected the Work applicable the Project and issues a Certificate of Substantial Completion that is in the form of AIA Document G704- 2017 ("**Completion Certificate**") that certifies that all such Work for the Project has been completed in accordance with the Contract Documents and Legal Requirements; and (iii) the Architect for the Project and Construction Monitor delivers to Lessee a list of "Punch List Items" (as hereinafter defined), if any. For purposes herein, "**Final Completion**" means that Lessee has provided its written acknowledgment that all Punch List Items have been addressed to Lessee's reasonable satisfaction, and each of the Developer, Lessee and Construction Monitor have provided a written acknowledgement that they are satisfied with the reconciliation of all costs associated with the Project.

(e) Concurrently with the Architect's delivery of the Completion Certificate, The Vertex Companies, LLC ("**Construction Monitor**") shall deliver to Developer, Lessee, and the University for their review and approval a listing of the Punch List Items that the Architect and/or the Construction

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Monitor believe the Developer is obligated by the provisions of this Agreement or other Contract Documents to complete to achieve Final Completion for a Project. Lessee, Construction Monitor and University shall advise the Developer and Architect within ten (10) business days after receipt of the Architect's and Construction Monitor's list of Punch List Items for each Project of any additional Punch List Items which such parties believe Developer is obligated by the provisions of this Agreement or other Contract Documents to complete to achieve Final Completion. All Punch List Items shall be completed within ninety (90) days following the Substantial Completion Date; provided, however, if, in the reasonable discretion of the Construction Monitor, any Punch List Item cannot be completed within ninety (90) days following the Substantial Completion Date, the Developer shall complete said Punch List Item within the amount of additional time recommended by the Construction Monitor and agreed upon by the Lessee and the University. Any disagreements between Developer and Lessee regarding Punch List Items for a Project shall be resolved in accordance with Section 12 hereof. The term "**Punch List Items**" shall mean details of construction and mechanical and electrical adjustments which are minor in character and do not materially interfere with the Lessee's use or enjoyment of a Project or designated portion thereof for its business operations, and may also include landscaping and other items which do not materially affect the Lessee's use of the Student Housing Facilities but which cannot be immediately completed because of weather.

(f) Developer shall keep the Lessee, Construction Monitor and University informed of the progress of each Project by, not later than twenty (20) days after the end of each month, including the month in which Final Completion of a Project occurs, providing a report to the Lessee and University (the "**Monthly Progress Report**") reflecting the following information: (i) construction progress reports reflecting the percentage of completion of the Work for each bid division for each Project, together with narrative explaining any variance to the Stipulated Sum and schedule delays; (ii) updated Project Schedules along with reports as to compliance or noncompliance with the Project Schedules, including estimated four-week look-aheads; (iii) any recovery schedules if in noncompliance with the Project Schedules; (iv) any Change Orders proposed, under review, accepted, and denied including funding source(s) for such Change Orders; (v) a narrative summary of construction progress with corresponding photographs; (vi) an itemization of charges against any of the Developer's contingency funds, if applicable; (vii) a narrative summary of man hours worked and any safety and/or inspection reports completed for the Project certified by the Contractor for the Project, but excluding budget to actual reconciliations and budget to actual itemization of each component line item in the Development Budget for the Project; and (viii) any additional report related to the development or construction of the Projects and required to be produced by the Lessee under the Ground Lease. Notwithstanding the foregoing, the Developer shall not be obligated to furnish audited financial statements or any other report that would require the Developer to pay any third-party to prepare or certify. The Lessee shall be entitled to post the Monthly Progress Report on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website in compliance with its continuing disclosure obligations under any continuing disclosure agreement entered into in connection with the issuance of the Series 2026 Bonds (as defined herein).

(g) As soon as practicable, but in no event to exceed six (6) calendar months after the Substantial Completion Date, the Developer shall furnish to the Lessee and the University a complete set of final "as-built" plans, a certified "as-built" survey of the completed Projects, and a complete set of operations and maintenance manuals for all systems, equipment, furniture and fixtures relating to the Projects.

6. **Project Financing**. The Parties acknowledge and agree that Lessee, as Borrower, on or before the Effective Date obtained financing for the Project from the Kentucky Bond Development Corporation ("**Issuer**") in the principal amount of [$_____] ("**Project Financing**") through the issuance of its (i) Student Housing Revenue Bonds, City of Plum Springs 2026A (Collegiate Housing Foundation-Bowling Green, L.L.C. – Western Kentucky University Project), in the principal amount of

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[$_____] (the **"Series 2026A Bonds"**) and (ii) its Student Housing Revenue Bonds, City of Plum Springs Taxable Series 2026B (Collegiate Housing Foundation-Bowling Green, L.L.C. – Western Kentucky University Project), in the principal amount of [$_____] (the **"Series 2026B Bonds"**, and together with the Series 2026A Bonds, the **"Series 2026 Bonds"**), that were issued under and secured by that certain Trust Indenture dated May 1, 2026 ("**Series 2026 Indenture**"), between Issuer and Wilmington Trust, National Association, as trustee (the "**Trustee**"). As a condition precedent to each party's obligations under this Agreement, the Series 2026 Indenture and the Loan Agreement between the Issuer and Lessee ("**Series 2026 Loan Agreement**") shall authorize the Trustee to disburse proceeds of the Series 2026 Bonds and the Trustee shall disburse such proceeds to Lessee for purposes of paying the Stipulated Sum and other expenses of the Projects, including funding applicable construction funds, reserve funds and contingencies for the Projects as reflected in the Series 2026 Indenture, Series 2026 Loan Agreement and Contract Documents.

7. **Stipulated Sum; Development Fee**

(a) Subject to the Lessee's obligations under this Agreement, the Developer shall be responsible for all costs to complete the Work. Such costs shall include the cost of all equipment, furniture, fixtures, materials, labor, transportation, insurance, utilities, permits and approvals, testing, architecture, design, engineering, and other services (including intellectual property rights) to be provided hereunder, including all taxes, if any, on equipment, furniture, fixtures, materials, labor, design and other services furnished by the Developer, Architect, Contractor, Subcontractors or anyone directly or indirectly employed by Developer or Contractor in the performance of the Work for the Projects, and any duties, fees and royalties imposed with respect thereto. The Developer, with the reasonable cooperation and assistance of the University, shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections required for the execution and completion of the Work, which Developer represents are included in the Stipulated Sum.

(b) In consideration for Developer's performance of the Work, Lessee shall pay to Developer the stipulated sum of [_____] ($_____) ("**Stipulated Sum**") that includes a development fee of [_____] ($_____) (the "**Development Fee**"). Any adjustments to the Stipulated Sum shall be made only through an approved Change Order in accordance with Section 3. The Stipulated Sum is allocated between each Project and broken-down to specific line items of the costs and expenses for each component of the Project as set forth on the Development Budgets attached as **Exhibit H** ("**Development Budget**").

(c) In further consideration for Developer's performance of the Work, Lessee shall pay to Developer an incentive development fee of [_____] ($_____) (the **"Incentive Development Fee"**). The Incentive Development Fee shall be due and payable by Lessee to Developer upon Substantial Completion of each Project.

(d) The Developer represents and warrants that the Stipulated Sum includes a reasonable contingency to address minor cost overruns, estimation errors, and anticipated risks in completing the Work. Upon Final Completion of a Project, Lessee shall direct any savings resulting from unused Developer contingency (as set forth in Developer's final Requisition) to be remitted to the Lessee and the Developer in accordance with the respective percentages set forth on **Exhibit** attached hereto and made a part hereof (the **"Project Cost Savings"**).

(e) The Developer acknowledges and agrees that the Stipulated Sum is an all-inclusive, fixed amount that covers all costs and expenses necessary to complete the Work in accordance with the Contract Documents and Legal Requirements. Except for adjustments to the Stipulated Sum made

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in accordance with an approved Change Order, the Developer shall be solely responsible for any costs that exceed the Stipulated Sum.

8. **Payments**.

(a) Except for the payment of the Development Fee in accordance with Section 8(d) below, the payment of the Stipulated Sum shall be disbursed in monthly progress payments based on the percentage of the Work for the Projects completed to date. No more than once each calendar month Developer will submit to the Lessee (with a copy concurrently to University and Construction Monitor) a requisition ("**Requisition**") for the percentage of the Work on the Projects completed, with respect to payments toward the Stipulated Sum (including contingencies), through the last day of the immediately preceding calendar month, less retainage of five percent (5%)[6] (based upon the "hard costs" only), unless different retainage requirements shall be set forth in the Contract Documents, and less the aggregate of previous payments made by the Lessee to the Developer hereunder. For the avoidance of doubt, notwithstanding any other term or provision in this Agreement, no retainage shall be withheld on Contractor's general conditions costs, general requirements, fee, or cost of the work other than upon Subcontractor's progress applications for payment. Each Requisition shall include the following (i) an Application for Payment that is in the form attached as **Exhibit I** hereto ("**Payment Application**") that is certified by the Developer, and that establishes the percentage of Work on the Projects completed for which payment is requested, with confirmation by the Construction Monitor and Architect for the Projects; (ii) a narrative description of the Work that has been completed so that Lessee or University can verify such Work (either independently or by the Construction Monitor or its architect or other consultant), (iii) certification by Developer that all construction lien rights have been waived for the amounts disbursed for the period up to and including the prior month's Requisition, (iv) percentage of completion of the Work for the Projects, (v) an updated list of all Change Orders requested to be funded through the Payment Application, and (vi) any other documentation reasonably requested by Lessee or the Construction Monitor to verify the accuracy, completeness, and compliance of the Requisition with the terms of this Agreement, including invoices and other evidence of expenditures for which Developer requests payment. The Parties agree that the information and documents to be provided as part of the Requisition may be in a different form and may include different information than the information and documents to be provided as part of the Monthly Progress Report and that the Requisition and Monthly Progress Reports are not required to be delivered at the same time.

(b) Developer agrees that the execution by Developer of each Requisition shall constitute the certification, warranty, and agreement of the Developer as follows:

(i) to Developer's actual knowledge, the Projects are free and clear of all liens and encumbrances except Permitted Encumbrances (as defined in the Bond Documents);

(ii) to Developer's actual knowledge, all evidence, statements and other writings required to be furnished by Developer in its own name or on behalf of Lessee under the terms of the Bond Documents are true in all material respects and omit no material fact the omission of which would make them misleading;

(iii) to Developer's actual knowledge, all money previously disbursed has been used solely to pay for costs allowed by the Bond Documents, and the Developer has written evidence to support this item of warranty;

[6] Parties still discussing retainage.

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(iv) to Developer's actual knowledge, none of the items for which payment is requested has formed the basis for any payment previously requisitioned;

(v) to Developer's actual knowledge, all bills for labor, materials and fixtures used, or on hand and to be used, in the construction of the Projects have been paid, and no one is asserting a lien with respect thereto, except Permitted Encumbrances;

(vi) to Developer's actual knowledge, such Requisition for payment contains no items representing payment of any amount constituting Costs of Issuance (as defined in the Bond Documents);

(vii) to Developer's actual knowledge, the payment of such Requisition, together with the payment of all prior Requisitions, will not result in more than five percent (5%) of the proceeds of any series of tax-exempt bonds being used directly or indirectly in any trade or business carried on by and person who is not a "501(c)(3) organization" or a "governmental unit," within the meaning of Section 145 of the Code or in any unrelated trade or business of a 501(c)(3) organization; and

(viii) to Developer's actual knowledge, the representations made by Lessee in such requisition are accurate.

(c) Each Requisition shall be approved in writing by the Construction Monitor and the Lessee and the Architect. In addition, the Developer shall establish the percentage of the Work on the Projects completed for which payment is requested, with confirmation by the Construction Monitor and Architect for each Project. If the Parties disagree as to the determination of the percentage of Work completed for each Project, such matter may be submitted to dispute resolution under Section 12 of this Agreement. Within thirty (30) days after the receipt of each approved Requisition, the Lessee shall, unless the Parties otherwise agree, pay the full amount requested to the Developer to disburse in accordance with the Requisition. In the case of a dispute, the Developer and the Lessee shall agree on the disputed value which shall be deducted from the payment while dispute resolution in Section 12 hereof is implemented; provided that, before submitting any such dispute to dispute resolution under Section 12, the Lessee and the Developer shall first submit such dispute to the Architect for the Project and the Architect's nonbinding determination and attempt for at least ten (10) days to mutually resolve such dispute. Lessee understands and acknowledges that prompt payment of all approved Requisitions is a critical component in the Developer's ability to complete the Projects within the time frames required and if any Requisition is not paid to the Developer in full or as otherwise set forth in the Requisition, within twenty (20) days after its due date, interest shall accrue (and be immediately due) on the unpaid amounts at the Default Interest Rate (as defined in Section 37 below) until paid in full; provided, however, no interest shall accrue on any unpaid portions that are deemed not due as a result of the dispute resolution contemplated above and in Section 12 hereof.

(d) Upon certification by the Construction Monitor and Architect that the Project is fifty percent (50%) complete, Developer may request Lessee to reduce or partially release the percentage of retainage withheld on the monthly progress payments made to Developer toward the Stipulated Sum. Lessee, with the approval of the University and Construction Monitor, may agree to such request for retainage reduction or release (less any amount for incomplete Work). Upon Substantial Completion of each Project, any retainage related to such Project shall be paid to the Developer, less a holdback for any uncompleted Punch List Items for such Project in an amount equal to one hundred fifty percent (150%) of the estimated cost to complete such Punch List Items.

(e) Lessee shall pay to Developer the Development Fee in accordance with the following schedule:

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(i) Fifty (50%) percent of the Development Fee shall be paid in full on the date the Issuer issues the Series 2026 Bonds to Lessee that includes the applicable parties executing and delivering the Series 2026 Indenture, Series 2026 Loan Agreement and related financing documents together with this Agreement (the "**Financial Closing**"); and

(ii) The remaining Fifty (50%) Percent of the Development Fee shall be payable during construction on a monthly basis (on a percentage completed basis) which amounts shall be paid in connection with Developer's monthly Payment Applications as provided in this Section 8.

All payments of the Development Fee shall not be subject to any retainage requirements set forth in Section 8(a).

(f) Lessee shall pay to Developer the Incentive Development Fee as set forth in Section 7(c).

9. **Insurance; Waiver of Subrogation**.

(a) Developer shall acquire and maintain or cause to be acquired and maintained in force insurance as provided in **Exhibit L**.

(b) Each of the insurance coverages required in this Section 9 shall be issued by a company authorized by the Insurance Commissioner of the Commonwealth of Kentucky to transact business in the Commonwealth of Kentucky for the applicable line of insurance and shall be an insurer with an A.M. Best Policyholders Rating of "A-" or better with a financial size rating of Class VII or larger. The Developer or Contractor, as applicable, shall give thirty (30) days' written notice, except for non-payment of premium which shall be ten (10) days, to the Lessee and University of any material change, lapse or expiration of any required coverage hereunder.

(c) The Lessee and the Developer, for itself and shall require the Contractor, to waive their respective rights, to the extent permitted by law, against (1) each other and any of their Subcontractors, sub-subcontractors, agents and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property or builders risk insurance required by this Agreement or the Ground Lease or other property insurance applicable to the Projects. The Lessee or Developer, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Subcontractors, separate contractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. If during the construction of the Projects, the Lessee insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Projects, or if after final payment property insurance is to be provided on the completed Projects through a policy or policies other than those insuring the Projects during the construction period, to the extent permissible by such policies, the Lessee waives all of its rights in accordance with the terms of this Section for damages caused by fire or other causes of loss covered by this separate property insurance.

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(d) The Lessee shall obtain and maintain leasehold title insurance for the Projects in the amount of the Series 2026 Bonds.

10. **Architect, Engineer and Other Professionals**. Developer represents that the terms and conditions for the Architect, the engineer and other design professionals retained by the Developer and/or the Contractor for the Project are set forth in the Contractor Agreement and shall, without limitation, contain the following:

(a) The Architect for the Project shall be required to carry during the construction of the Project and for a period of five (5) years after the Final Completion of each Project errors and omissions insurance, in an amount not less than $5,000,000 per claim and $5,000,000 in the aggregate. All other professionals shall be required to carry errors and omissions insurance in amounts reasonably acceptable to the Developer, the Lessee and the University, but not less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) in the annual aggregate; and

(b) Any contractors, architects and engineers shall be required to maintain Workers' Compensation Insurance covering all employees of such contractors, architects and engineers on the Projects as required by the laws of the Commonwealth of Kentucky. The Workers' Compensation policy must include Coverage B-Employer's liability limits of: Bodily Injury by Accidence – One Million Dollars ($1,000,000) each accident; and Bodily Injury by Disease – One Million Dollars ($1,000,000) each employee/policy limit. The Lessee shall cause the Developer to cause all contractors, architects and engineers performing work under the Ground Lease to obtain an insurance certificate showing proof of Workers' Compensation and Employer's Liability Insurance.

(c) Prior to Final Completion, the rights to use the Final Plans and other related documents prepared in connection with the Work are and shall remain under the control of the Developer and may not be used by others without the Developer's consent. The professionals described in the preamble of this Section 10 shall be required to deliver to the Lessee copies, including reproducible copies, of the Final Plans and other related documents for information and reference in connection with the Lessee's and University's use and occupancy of the Projects. Further, the Final Plans and other related documents may be used by the Lessee and/or University, in whole or in part, or in modified form, for completion and maintenance of the Projects by others, without further employment of, or payment of any compensation to, the Architect or any engineer or other design professionals, in which event, the Lessee and University shall release such professionals from any responsibility for the conformance of the incomplete portions of the Projects to the Final Plans and other related documents and shall indemnify such professionals against and hold them harmless from all claims arising from causes other than the negligence, breach of contract, or fault of such professionals. Upon the Final Completion of the Projects, Lessee and the University shall have the full right and license to use the Final Plans and other related documents, to the same extent as the Developer, provided that Lessee has paid Developer all amounts then due and owing by Lessee to Developer in accordance with this Agreement.

11. **Events of Default; Termination of Agreement**.

(a) Developer Defaults and Termination.

i. **"Developer Default"** means any one or more of the following:

(A) if the Developer defaults or fails or neglects to carry out its Work in accordance with the Contract Documents;

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(B) if the Developer fails to perform any of its obligations or breaches any of the representations under this Agreement;

(C) if the Developer fails to achieve Substantial Completion for a Project prior to the Substantial Completion Deadline or the applicable Delivery Date (as may be extended as permitted in this Agreement), as applicable;

(D) if the Developer files a voluntary proceeding under any bankruptcy or insolvency laws, or is the subject of any order of relief under any present or future law relating to bankruptcy, insolvency, or other relief for debtors;

(E) if the Developer seeks, consents to, or acquiesces in the issuance of an order for relief, appointment of any trustee, receiver, custodian, conservator, or liquidator of Developer, for all or any substantial part of its properties; or

(F) if a court of competent jurisdiction enters an order or relief, judgment, or decree approving an involuntary bankruptcy proceeding filed against Developer.

ii. Upon a Developer Default the Lessee may give written notice of such Developer Default, which notice shall contain a reasonably detailed description of the alleged Developer Default. The Developer shall correct the defaults, failure or neglect within thirty (30) days after being given such notice; provided, however, if the nature of such defaults, failure or neglect is such that they are not reasonably capable of being corrected within such thirty (30) day period, the Developer shall be allowed a reasonable period of additional time (the "**Developer Cure Period**") to correct the defaults, failure or neglect so long as the Developer promptly commences and diligently pursues such corrections to completion, which Developer Cure Period shall in no event extend beyond thirty sixty (60) days. If the Developer fails to make such corrections within the Developer Cure Period, then the Lessee may, and without prejudice to any other remedy, (x) make good such deficiencies and cause the deduction of the cost thereof from any payment due the Developer or (y) with fifteen (15) days' notice, terminate this Agreement and take possession of the Property, of the Contract Documents and of all materials, equipment, tools and construction equipment and machinery thereon that were purchased with Project Financing or are in the process of being leased for the Student Housing Facilities and, if the Lessee so chooses, finish the Work for the Student Housing Facilities by whatever method the Lessee may deem expedient provided any replacement developer and contractors are approved in advance by the Lessee and University and all such work is performed and completed in accordance with the Standard of Care, Contract Documents and Legal Requirements.

iii. Upon such termination, the Developer shall cooperate with Lessee to assign any contracts, leases, or purchase agreements for such materials or equipment to the Lessee or its designee. If the unpaid balance of the Development Fee exceeds the expense of finishing the Work, the excess shall be paid to Developer, but if the expense of finishing the Work exceeds the unpaid balance of the Development Fee, the Developer shall pay the difference to the Lessee within thirty (30) day of written demand therefor and provided Lessee delivers a reasonable accounting and invoices that sets forth the actual costs and expenses incurred by Lessee to complete the Work for any unfinished portions of the Student Housing Facilities or otherwise cure any default of Developer hereunder.

(b) Lessee Default and Termination.

i. Upon thirty (30) days' prior written notice to the Lessee, Developer may terminate this Agreement for any of the following reasons, except to the extent that any of the follow are caused by Developer or Developer is in default under the terms of this Agreement: (1) if the Work has been

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stopped for a one hundred eighty (180) day period as a result of a court order or order of other governmental authorities having jurisdiction over the Projects; or (2) if the Work is suspended by the Lessee for one hundred eighty (180) consecutive days. If the Lessee has for thirty (30) days failed to pay the Developer any undisputed amount due under this Agreement when it is due, the Developer may give written notice of its intent to terminate this Agreement. If the Developer does not receive payment of undisputed amounts within ten (10) days of giving written notice to the Lessee, then upon ten (10) days' additional written notice to the Lessee, the Developer may terminate this Agreement.

ii. Upon termination by the Developer in accordance with this Section, the Developer shall be entitled to recover from the Lessee payment for all Work executed through the date of termination and for all direct costs or expenses actually incurred by the Developer through the date of such termination in connection with the Work, plus all reasonable and actual out-of-pocket demobilization costs, incurred by reason of such termination, such as cancellation charges applicable to leased equipment and labor charges to dismantle and remove equipment, but, in all cases, excluding any special, indirect, incidental or consequential damages. Lessee shall assume and become liable for obligations, commitments and unsettled claims that the Developer has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement provided such obligations, commitments and unsettled claims undertaken or incurred were (i) within the authority granted to the Developer under this Agreement, (ii) within the approved Development Budget, and (iii) without negligence, willful misconduct, or breach of contract by the Developer, Architect, Contractor, Subcontractors, or other professionals associated with the Project. In no event shall the Lessee assume liability for any liens, claims, or obligations for which payment was made to Developer, which shall remain the sole responsibility of Developer. As a condition of receiving the payments provided under this Section, the Developer shall cooperate with the Lessee by taking all steps necessary to accomplish the legal assignment of the Developer's rights and benefits to the Lessee, including the execution and delivery of required papers.

(c) Developer acknowledges and recognizes that Lessee is entitled to full and beneficial occupancy and use of the Student Housing Facilities by the Delivery Dates set forth in the Project Schedules attached as **Exhibit D**, and that Lessee has made, or will make, important business commitments based upon Developer achieving Substantial Completion of the Student Housing Facilities no later than the Delivery Dates specified in the Project Schedules, as such Delivery Dates may be extended by Change Orders executed pursuant to Section 3, which may result from Force Majeure Event, Differing Site Conditions, University Delay or Lessee Delay. Developer further acknowledges and agrees that if Developer fails to achieve Substantial Completion of the Student Housing Facilities by the Delivery Dates (and said failure to achieve Substantial Completion of the Student Housing Facilities by the Delivery Dates was not due to a Force Majeure Event, Differing Site Conditions, University Delay or Lessee Delay), Lessee will sustain extensive damages and serious loss as a result of such failure.

(d) Temporary Housing and Liquidated Damages.[7]

i. If (A) on the date that is two (2) months prior to the Delivery Dates (as the same may be extended as permitted in this Agreement), the Construction Monitor concludes (in its reasonable discretion) that the Developer will fail to achieve Substantial Completion of the Student Housing Facilities by the Substantial Completion Deadline (as the same may be extended as permitted in this Agreement) and the Developer has not provided the Construction Monitor, Lessee and University a written report of the measures that Developer will take, or cause to be taken, to mitigate the effect of such delay to ensure the Substantial Completion of the Student Housing Facilities by the Substantial Completion Deadline or (B) at any time the Developer concludes that it will fail to achieve Substantial Completion of

[7] Parties to discuss.

the Student Housing Facilities by the Delivery Dates (as the same may be extended as permitted in this Agreement) and Developer has given Lessee and the University prompt written notice thereof as soon as such fact is determined, the University shall be administratively and financially responsible for moving residents who have executed a Resident Lease (the **"Affected Residents"**) into and out of available vacant units within the University's Housing System or, if no vacant units are available in the University's Housing System, into and out of off campus hotels or similar accommodations ("**Temporary Housing**"), and managing the living accommodations of the displaced Affected Residents in such Temporary Housing until such time as Substantial Completion of the applicable Project is completed. Displaced Affected Residents will remain responsible for the payment of all rent and fees pursuant to their Resident Leases during the provision of any Temporary Housing. The Developer shall pay the Liquidated Damages set forth below in Section 11(d)(ii) until the displaced Affected Residents can take occupancy of his or her residential unit in the Student Housing Facilities.

ii. The Developer shall pay to the University the liquidated damages set forth in this Section 11(d)(ii) starting on the date that the parties agree that the Developer will fail to achieve Substantial Completion as set forth in Section 11(d)(i) above for each day until the displaced Affected Residents can take occupancy of his or her residential unit in the Student Housing Facilities (the "**Liquidated Damages**"). Developer's obligation to pay Liquidated Damages shall be as follows: (a) regardless of the location of the Temporary Housing, Developer shall pay the University to move the Affected Residents into and out of the Temporary Housing an amount up to a cap of $25 per Affected Resident per move-in and move-out event (subject to the Move-in Exception); (b) if Temporary Housing is located within the then-existing Housing System, Developer shall pay to the University (i) $75/bed per day for Affected Residents who were scheduled to move into single-occupancy units, and (ii) $50/bed per day for Affected Residents who were scheduled to move into double-occupancy units, and (c) if Temporary Housing is provided at off-campus hotels or similar accommodations, Developer shall pay to the University the actual cost of procuring the off-campus accommodations up to a cap of $100/bed per day for Affected Residents. Notwithstanding anything contained in this Section 11(d) to the contrary, Developer shall not be required to pay the costs associated with moving Affected Residents into Temporary Housing facility(ies) if such Affected Residents' move-in occurs contemporaneously with the University's regular move-in process and such Affected Residents would have already been moving into a newly completed Project (the "**Move-in Exception**"). For the avoidance of doubt, Developer's obligation to pay Liquidated Damages shall only apply if the Developer fails to achieve Substantial Completion of a Project by the Delivery Date set forth in the Project Schedules.

12. **Dispute Resolution**. Except as otherwise expressly provided herein, any dispute between the Lessee and Developer arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section 12, which shall be the sole and exclusive procedure for the resolution of any such dispute.

(a) The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by direct negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other Parties written notice of any dispute not resolved in the normal course of business. Within thirty (30) days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (a) a statement of each Party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within forty-five (45) days after the delivery of the disputing Party's notice, the executives of each Party shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to

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any other Party will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(b) If the dispute has not been resolved by negotiation within sixty (60) days of the disputing Party's notice, the Parties shall endeavor to settle the dispute by mediation using a mediator and mediation mutually agreeable to the Parties. In the event that the Parties are unable or unwilling to agree on a mediator or the mediation procedure to employ, then the Parties shall endeavor to settle the dispute by mediation under the then current American Arbitration Association Commercial Mediation Rules. The cost of the mediator's services incurred in conjunction with any mediation conducted under this Section 12 shall be shared equally by the Parties. Any mediation conducted hereunder shall take place at a location in Bowling Green, Kentucky as mutually agreed upon by the Parties. In connection with the resolution of any dispute, the role of the mediator shall be to determine how best to provide quality student housing to Residents (as such term is defined in the Ground Lease) of the Project in a manner that is fiscally responsible and sustainable for the duration of the term of the Ground Lease (while also taking into account any indebtedness of the Project and other obligations under the Series 2026 Indenture, Series 2026 Loan Agreement and other loan documents related to the Series 2026 Bonds and any Legal Requirements). The Parties may present, and the mediator may duly advise, weigh and consider, all relevant evidence in connection with any dispute, including, without limitation and to the extent relevant to the dispute, evidence of how comparable student housing projects around the country have addressed similar disputes or issues, and national, regional and local changes in the costs of providing on-campus student housing, and the fees charged therefor. Any mediator selected hereunder shall be selected from AAA's Panel of Mediators and shall be appropriately qualified to conduct mediation of the particular dispute at issue.

(c) If the dispute has not been resolved by non-binding means as provided herein within ninety (90) days of the initiation of such procedure, any Party may initiate litigation upon ten (10) days written notice to the other Parties; provided, however, that if either the, Developer or Lessee have requested the other to participate in a non-binding procedure and the other has failed to participate, the requesting Party may initiate litigation before the expiration of the above period. The Parties hereby submit to in personam jurisdiction in the applicable courts located in Warren County, Kentucky for these purposes.

(d) All applicable statutes of limitation and defenses upon the passage of time shall be tolled while the procedures specified in this Section 12 are pending. The Parties will take such action, if any, required to effectuate such tolling.

(e) Each Party is required to continue to perform its obligations under this contract pending final resolution of any dispute arising out of or related to this Agreement, unless to do so would be impossible or impracticable under the circumstances.

13. **Warranties**.

(a) The Developer warrants and represents to the Lessee that the Work (i) will be completed in accordance with the Contract Documents and Legal Requirements, (ii) will be performed in a good and workmanlike manner, (ii) will be new and free from defects in workmanship and materials, and (iii) will be free of all liens, claims and encumbrances consistent with the provisions of Section 14, hereof, and that all goods, products, materials and equipment furnished or supplied in connection with the Student Housing Facilities will be of good quality and new and free of substances prohibited by law for use in the Student Housing Facilities. In addition, Developer shall (A) obtain from the roofing manufacturer an industry standard warranty and (B) use commercially reasonable efforts at no additional cost to the Developer to obtain extended warranties relating to major equipment included in the construction of the Student Housing Facilities and, in any event, all standard warranties relating to all equipment, materials,

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and labor used or incorporated into the Work or the Student Housing Facilities shall be transferred to the Lessee at no additional cost at the Final Completion.

(b) The Developer hereby warrants to the Lessee that all Work for the Student Housing Facilities will be in conformance with the Contract Documents and Legal Requirements and that all Work will be free from defects in workmanship and materials for a period of one (1) year after the Substantial Completion Date for each Project.

(c) In the event that any of the Work or any portion thereof is found defective or not in accordance with the Contract Documents within the one (1) year time period set forth in Section 13(b), the Developer, at its sole cost, shall correct it or cause it to be corrected promptly after written notice from the Lessee to do so to the reasonable satisfaction of the Lessee. The Developer shall not have any liability for any claimed breach of the above warranties unless the Lessee gives the Developer written notice of breach of such warranty, specifying the nature of the breach in reasonable detail sufficient to enable the Developer to identify and address the defect, within one (1) year after the Substantial Completion Date for each Project. The Developer shall correct any such defects, at its sole cost, within thirty (30) days' notice from the Lessee or, if the defect is not reasonably capable of being corrected within such thirty (30) day period, the Developer shall commence the correction of the defect within thirty (30) days and diligently complete it as soon as reasonably practicable thereafter.

(d) On the first (1st) anniversary of the date following the Substantial Completion Date for the Student Housing Facilities, the Developer shall assign, and cause Contractor to assign, to the Lessee the nonexclusive right along with the Developer and the Contractor to enforce, at the Developer's cost, if the Lessee elects to pursue such enforcement, any and all warranties which the Developer or the Contractor may have relating to construction of the Student Housing Facilities or the Work provided under any construction and/or supply contracts now or hereafter entered into by the Developer or the Contractor for construction of the Student Housing Facilities and the Work. After such assignment, the Lessee shall have the right, at Developer's cost, to pursue any such claims in the name of the Developer or the Contractor.

(e) Except as specifically set forth in this Section 13, the Developer makes no warranty or representation to the Lessee as to the Work or the condition and/or suitability of the Student Housing Facilities and the Lessee waives and releases the Developer from any other claim or cause of action the Lessee may now or hereafter have or claim to have against the Developer for or on account of the construction or condition of the Student Housing Facilities, excepting only claims against the Developer for (i) fraud, gross negligence or willful misconduct,(ii) failure to complete the Work in accordance with the Contract Documents and the terms of this Agreement.

14. **Lien Removal**.

(a) If, at any time, there is any lien or claim of any kind whatsoever filed against the Project or any of the Property by the Developer, any Contractor, Subcontractor, Architect, engineer or other design professional, any other Developer Party, or anyone claiming under or through the Developer, Contractor, Subcontractor, Architect, engineer or other design professional for work performed or materials, supplies or equipment furnished in connection with the Work, the Developer shall, within fifteen (15) days after receipt of notice, or, after the filing of same, take action to cause such lien or encumbrance to be canceled and discharged of record by payment, bonding or otherwise, at Developer's sole cost and expense, and at no cost to the Lessee. If the lien or encumbrance is not reasonably capable of being removed within a commercially reasonable time period not to exceed forty-five (45) days after Developer commences action to remove such lien or encumbrance, the Developer shall diligently remove it as soon as reasonably practicable thereafter.

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(b) If any lien or other encumbrance required to be removed at the Developer's sole cost and expense pursuant to Section 14(a) is not canceled and discharged of record as aforesaid, the Lessee shall have the right to (i) take such action as the Lessee shall deem appropriate (which shall include the right to cause such lien or other encumbrance to be canceled and discharged of record), and in such event, all costs and expenses incurred by the Lessee in connection therewith (including, without limitation, premiums for any bond furnished in connection therewith, and reasonable attorneys' fees, court costs and disbursements), together with interest thereon at the rate set forth in Section 37 hereof, shall be paid by the Developer to the Lessee on demand, or at the option of the Lessee, as applicable, deducted from any payment then due or thereafter becoming due to the Developer in accordance with provisions of this Agreement; and such deducted amount to be paid to the Lessee, or (ii) give the Developer written notice of termination of this Agreement, which notice of termination shall be effective as of the 15th day after the date of the Lessee's notice under this Section 14(b), unless the Developer has cured such default by canceling or discharging such lien prior to the expiration of such fifteen (15) day period. Notwithstanding the foregoing, Lessee may not take the actions called for under Section 14(b)(i) or Section 14(b)(ii) so long as Developer has commenced efforts to remove the lien or encumbrance within the time periods set forth in Section 14(a) and is diligently working to remove the lien or encumbrance as soon as reasonably practicable.

15. **Lessee Delay**.[8] For purposes hereof, a "**Lessee Delay**" shall mean any delays in achieving Substantial Completion of any Project that are actually caused by the acts or omissions of the Lessee or the breach by the Lessee of its obligations under the Contract Documents, including the Lessee unreasonably withholding, delaying or conditioning its approval of any additions or changes to the Current Plans or approving the Final Plans or other documents or actions requiring the Lessee's approval under the Contract Documents (each, a "**Lessee Approval Delay**"). For the avoidance of doubt, a Lessee Delay under this Agreement shall mean any Lessee Approval Delay but shall specifically exclude delays caused by: (a) a Force Majeure Event; (b) the acts or omissions of any third person or entity, including, without limitation, the Trustee, Contractor or Subcontractors; (c) the financial performance or non-performance of the Projects; or (d) the failure or refusal of the Trustee to disburse or release funds under any Project Financing. Except for a Lessee Approval Delay, no other Lessee Delay shall be deemed to have accrued unless the Developer shall have provided the Lessee and the Lessee with written notice of circumstances that would constitute a Lessee Delay, and the Lessee shall have failed to cure such delay within ten (10) business days thereafter. The Parties agree that, provided that the applicable written request to the Lessee explicitly states the deadline for the requested approval, no notice or cure period shall apply to a Lessee Approval Delay. In the event of a Lessee Delay, Developer shall seek to minimize the period of delay or hindrance by (i) providing Lessee and University (if Lessee has not already provided such notice) with written notice that a Lessee Delay has occurred and is ongoing, and (ii) other means which include, without limitation, seeking alternate sources of labor or materials or acceleration of the Work. If in seeking to minimize the period of delay or hindrance added costs would be incurred, the Developer shall have no obligation to act unless the Lessee and University execute a Change Order to cover such added costs. If the Developer wishes to make a claim for an extension of the Delivery Date or increase in the Stipulated Sum and/or Development Fee by reason of a Lessee Delay, Developer shall give reasonably prompt notice, but in no event later than five (5) business days after discovering the occurrence of the Lessee Delay, to the Lessee and the University of such claim so that the Lessee and the University are not unfairly disadvantaged by any delay in receiving notice of any such claim. Such notice must include written documentation demonstrating that the Lessee's acts, omissions, or breach caused a material and demonstrable delay to the critical path of the Project Schedules. The Developer shall use best efforts to mitigate the impact of a Lessee Approval Delay. Any disputes related to a Lessee Delay shall be resolved in accordance with the dispute resolution provisions set forth in Section 12 hereof.

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[8] Parties to discuss University Delay as additional concept.

16. **University Delay**. For purposes hereof, a "**University Delay**" shall mean any delays in achieving Substantial Completion of any Project that are actually caused by the acts or omissions of the University or the breach by the University of its obligations under the Contract Documents, including the University unreasonably withholding, delaying or conditioning its approval of any additions or changes to the Current Plans or approving the Final Plans or other documents or actions requiring the University's approval under the Contract Documents (each, a "**University Approval Delay**"). For the avoidance of doubt, a University Delay under this Agreement shall mean any University Approval Delay but shall specifically exclude delays caused by: (a) a Force Majeure Event; (b) the acts or omissions of any third person or entity, including, without limitation, the Trustee, Contractor or Subcontractors; (c) the financial performance or non-performance of the Projects; or (d) the failure or refusal of the Trustee to disburse or release funds under any Project Financing. Except for a University Approval Delay, no other University Delay shall be deemed to have accrued unless the Developer shall have provided the Lessee and the University with written notice of circumstances that would constitute a University Delay, and the University shall have failed to cure such delay within ten (10) business days thereafter. The Parties agree that, provided that the applicable written request to the University (with a copy to Lessee) explicitly states the deadline for the requested approval, no notice or cure period shall apply to a University Approval Delay. In the event of a University Delay, Developer shall seek to minimize the period of delay or hindrance by (i) providing Lessee and University (if Lessee has not already provided such notice) with written notice that a University Delay has occurred and is ongoing, and (ii) other means which include, without limitation, seeking alternate sources of labor or materials or acceleration of the Work. If in seeking to minimize the period of delay or hindrance added costs would be incurred, the Developer shall have no obligation to act unless the Lessee and University execute a Change Order to cover such added costs. If the Developer wishes to make a claim for an extension of the Delivery Date or increase in the Stipulated Sum and/or Development Fee by reason of a University Delay, Developer shall give reasonably prompt notice, but in no event later than five (5) business days after discovering the occurrence of the University Delay, to the Lessee and the University of such claim so that the Lessee and the University are not unfairly disadvantaged by any delay in receiving notice of any such claim. Such notice must include written documentation demonstrating that the University's acts, omissions, or breach caused a material and demonstrable delay to the critical path of the Project Schedules. The Developer shall use best efforts to mitigate the impact of a University Approval Delay. Any disputes related to a University Delay shall be resolved in accordance with the dispute resolution provisions set forth in Section 12 hereof

17. **Force Majeure Event**. A "**Force Majeure Event**" shall mean an event or condition beyond the reasonable control of the affected Party that materially and adversely impacts such Party's ability to perform its obligations under this Agreement and could not have been prevented through the exercise of reasonable care or foresight. Force Majeure Events shall include: acts of God (including, without limitation, pandemics, epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, or other severe weather); explosions; war; restraint of government; strikes; riot; insurrection; terrorism; unavailability of materials used to construct the Project; increased or new taxes or tariffs; lockouts; labor troubles; city, county, state or other governmental or administrative restrictions, injunctions, directives, changes in laws, regulations, codes, administrative requirements, orders or limitations; failure or shortage of electrical power, water, fuel oil, or other utility or service; or other similar events beyond the reasonable control of the affected Party. If either the Lessee or the Developer is unable to perform any part of its obligations under this Agreement by reason of a Force Majeure Event, it will be excused from its obligations to the extent that its performance is temporarily prevented by such Force Majeure Event. The Party claiming a Force Majeure Event must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Agreement. Notwithstanding the foregoing, if a delay or hindrance of the Work is caused by a Force Majeure Event, the Developer shall give notice to the Lessee and the University of the occurrence of any Force Majeure Event that may give rise to a claim for an extension of the Delivery Date or adjustment to the Stipulated Sum as soon as reasonably possible,

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but in no event later than five (5) business days after discovering the occurrence of the Force Majeure Event, so that the Lessee and University are not unfairly disadvantaged by any delay in receiving notice of any such claim. The Developer shall thereafter use all reasonable efforts to overcome or lessen the impact of such Force Majeure Event and shall keep the University and the Lessee reasonably informed of the Developer's progress in mitigating the effects of any such Force Majeure Event. The Developer shall cooperate with the Lessee, and allow the Lessee to participate in attempting, to resolve or mitigate any such Force Majeure Event. Any disputes related to a Force Majeure Event shall be resolved in accordance with the dispute resolution provisions set forth in Section 12 hereof.

18. **Guaranty of Developer's Obligations**.

(a) Developer agrees that, as a condition precedent to the Financial Closing and the Lessee's obligations under this Agreement, it will cause Gilbane to execute and deliver to Lessee the Guaranty Agreement in the form of **Exhibit J** attached hereto ("**Guaranty**") that guarantees Developer's obligations under this Agreement.

(b) Developer shall obtain and maintain, or shall cause the Contractor to cause its Subcontractors who are to complete material portions of the Work for the Projects as identified on attached **Exhibit K** ("**Material Subcontractors**") to obtain and maintain, payment and performance bonds (the "**P&P Bonds**") covering the faithful performance of such Work and the related payment obligations that arise under the applicable subcontracts between Contractor and the Material Subcontractors ("**Material Subcontract**"). **Exhibit K** hereto also sets forth a schedule of the P&P Bonds to be obtained in connection with the Projects covering the portions of the Stipulated Sum allocated to the Work to be performed by the Material Subcontractors for each Project and related payment obligations arising therefrom, including a list of the bid divisions and description of Work to be performed by the Material Subcontractors (collectively, the "**Material Subcontractor Bonds**"). The cost of the Material Subcontractor Bonds shall be included in the Stipulated Sum for the Projects. For the Material Subcontractor Bonds, the Contractor, as the primary obligee, shall require the Material Subcontractors, as the principals, and the applicable sureties to execute and deliver dual obligee riders in connection with the Material Subcontractor Bonds that name each of the Issuer, Lessee, University, Trustee, and the Developer as a dual or additional obligee. The applicable dual obligee riders shall be executed and delivered to the primary obligee and additional obligees prior to payment of the premiums for the Material Subcontractor Bonds. The Material Subcontractor Bonds shall be (i) executed and issued by responsible sureties licensed in the Commonwealth of Kentucky with an A.M. Best's rating of an A-, VII or better that are acceptable to Lessee, Trustee, and Developer, and (ii) shall be in such forms as are reasonably acceptable to Lessee, Trustee and Developer. The Material Subcontractor Bonds shall remain in effect for a period of not less than one (1) year following the later of (a) the date of Final Completion for the Project, or (b) the time required to resolve any items of incomplete Work or the payment of any disputed amount for the Project. The Material Subcontractor Bonds shall also (i) display the surety's bond number, and (ii) include a rider that expressly waives the surety's right to notice, waives any defense or rejection of a claim on the basis of a modification of any sort to the portion of the Work such P&P Bonds cover or this Agreement and requires the surety to remain obligated under such applicable Material Subcontractor Bonds to any successor, grantee or assignee of Lessee. The Material Subcontractors shall be responsible for communications to the sureties for the Material Subcontractor Bonds and the Developer, Trustee, and Lessee shall be included in all such communications, provided, however, the Developer, Trustee, and Lessee shall have the right to communicate directly with all sureties. If the Developer, Trustee, and/or Lessee are named as an obligee or additional obligee under any of the Material Subcontractor Bonds, such Party shall execute any dual or additional obligee riders required by the sureties and take the necessary actions in connection with any claims made against the Material Subcontractor Bonds including complying with all notice requirements and other conditions precedent of the Material Subcontractor Bonds. The Material Subcontractor Bonds shall be delivered to the Lessee before each Material

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Subcontractor commences its respective component of the Work on the Projects and at the same time that the insurance certificates or policies, as applicable, are delivered. If a Material Subcontractor fails to cause their Material Subcontractor Bonds to be obtained as required by this Section, Lessee, at its option, may obtain the same for any Material Subcontractors and deduct the cost thereof from any payments to be made by Lessee under this Agreement.

19. **Indemnification**.

(a) Except to the extent any Claims (as defined below) are covered by a Professional Liability policy, Developer will indemnify, defend (with counsel reasonably acceptable to the indemnified party), and hold harmless, at its sole cost and expense, Lessee, the Trustee, the University, and their members, designated members, trustees, officers, directors, agents, and employees and their successors and assigns from and against any and all claims, demands, actions, lawsuits, liabilities, damages, losses or other proceedings, judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) (referred to in this Section 18 as **"Claims"**), including, without limitation, those for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property related to the Projects arising out of the negligence, willful misconduct or breach of this Agreement by Developer or any of its owners, officers, directors, agents, employees, Contractor, Architect or any Subcontractor or any design professionals, suppliers, or other third parties engaged by such parties in connection with the performance of the Work, except for such Claims to the extent the same are caused directly or exacerbated by the willful misconduct or gross negligence of the Lessee and/or the University or their respective officers, members, directors, agents or employees. The Developer's indemnity obligation under this Section 18(a) shall not extend to any third-party losses or third-party claims incurred by the Lessee and/or the University or their respective officers, members, directors, agents or employees to the extent adjudicated (including all appeal rights) to have been caused by the sole gross negligence; recklessness, willful, or intentional misconduct; illegal activities (or inaction); fraud; criminal conduct; bad faith; or violation or breach of contract (excluding breach of this Agreement); or arbitrary or capricious acts on the part of the Party seeking indemnification.

(b) Lessee shall indemnify and hold harmless the Developer and its subsidiaries and affiliates, and the shareholders, directors, officers, representatives, agents and employees of each of them (collectively, the "**Developer Indemnified Parties**") from and against any and all claims, losses, expenses, damages, causes of action and liabilities of every kind and nature (including, but not limited to, court costs and reasonable attorney's fees), arising solely out of any grossly negligent act or omissions or willful misconduct of Lessee with respect to the Projects; provided, however, that such indemnity and hold harmless obligations shall not apply to any claims or matters subject to indemnification pursuant to Section 18(a). The indemnification obligations of Lessee under this Agreement shall survive for the period of one (1) year after the Final Completion of the Project.

20. **Maintain Project**. Throughout the performance of the Work, the Developer shall keep, or cause to be kept, the Projects free from accumulation of waste materials or rubbish caused by the Developer's operations. The Developer shall comply with all applicable University rules, regulations, and requirements related to construction, including but not limited to site cleanliness, noise control, and safety protocols. Upon Substantial Completion of each Project, the Developer shall remove from and about such Project Developer's tools, construction equipment, machinery, surplus materials and rubbish and provide the Project in a clean state.

21. **Governing Law; Jurisdiction**. This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the Commonwealth of Kentucky. The Parties (a) agree that any suit, action or other legal proceeding arising out of this Agreement may be brought in any state court situated in Warren County, Kentucky, or the United States

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District Court for the Western District of Kentucky; (b) consent to the jurisdiction of any such court in any such suit, action or proceeding; and (c) waive any objection which such Party may have to the laying of venue of any such suit, action or proceeding in such court.

22. **Notices**. Whenever a Party is required or shall desire to give or serve upon any other Party any notice, demand, order, direction, determination, requirement, consent or approval, request or other communication with respect to this Agreement, such notice, demand, order, direction, determination, requirement, consent or approval, request or other communication shall be in writing and shall not be effective for any purpose unless same shall be given or served as provided herein and addressed as follows::

To Developer:
c/o Gilbane Development Company
7 Jackson Walkway
Providence, RI 02903
Attention: Russell Broderick, Executive Vice President

With a copy to:
Gilbane Development Company
7 Jackson Walkway
Providence, Rhode Island 02903
Attention: Molly Stolmeier, General Counsel

To Lessee:
c/o Collegiate Housing Foundation
409 Johnson Avenue
Fairhope, Alabama 36532
Attention: President

With copy to:
_____
_____
_____
Attention: _____

To University:
Western Kentucky University
_____
Wetherby Administration Building, Suite 101
Bowling Green, Kentucky 42101
Attention: _____

With copy to:
Western Kentucky University
General Counsel
Wetherby Administration Building, Suite 101
Bowling Green, Kentucky 42101
Attention: Andrea Anderson, General Counsel

To Construction Monitor:
_____
_____
_____
Attention: _____

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or at such other address or addresses as a Party may from time to time designate by notice given by certified mail. Every notice, demand, order, direction, determination, requirement, consent or approval, request, or communication hereunder shall be (a) personally served, (b) sent by recognized overnight delivery service or (c) sent by e-mail, provided that notice by e-mail shall be promptly supplemented by delivery of notice as provided in (b) above. Any such notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication shall be deemed to have been delivered only on the date of the receipt of such delivery or transmission provided by (a) or (b) above at the address set forth above (or such other address designated pursuant hereto).

23. **Authorized Representatives**.

(a) Lessee shall have the right at any time to replace the Construction Monitor by delivering written notice to the Developer that designates the person to act as the Construction Monitor for the Project. The Developer shall keep the Construction Monitor informed as to the progress of the Work, shall provide the Construction Monitor with updates or refinements to the Project Schedules and keep the Construction Monitor reasonably informed of upcoming key milestone events in the Project Schedules.

(b) The Developer designates Geoffrey Eisenacher and Jeffrey Resetco as principals-in-charge for the Projects. Developer also designates Torben Arend as a "**Developer's Authorized Representative**", and anyone else whom, with prior notice to the Lessee, the Developer may designate as a Developer's Authorized Representative. Any Developer's Authorized Representative shall have the authority to act individually or jointly with any other Developer's Authorized Representative to approve in writing all plans, drawings, specifications, Change Orders, charges and approvals to this Agreement on behalf of Developer.

24. **Books and Records**. Developer agrees to maintain books and records substantiating the costs of the Project, including hard costs, soft costs, fees and other expenses incurred and pain in connection with the construction of the Project, for a period of eight (8) years following Substantial Completion of the Projects. Developer agrees to make such books and records available to Lessee in the event of an audit by the Internal Revenue Service (**"IRS"**) of the Project, and the Series 2026 Bonds. Developer also agrees to cooperate with Lessee in connection with (a) any such IRS audit, and with any requests from the IRS regarding expenditures of the proceeds of the Series 2026 Bonds by the Lessee in connection with the construction and operation of the Projects, and (b) the completion of the Projects' GAAP accounting and its financial statement audit by Lessee's accountants.

25. **Statement of Non-Discrimination**. Developer agrees that Developer, any contractor or subcontractor, and any person or entity acting on behalf of Developer, any contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work. Developer further agrees that Developer, any contractor or subcontractor, and any person or entity acting on behalf of Developer or any contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the work on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

26. **Expectation of Equal Employment Opportunities**. Developer agrees not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because or race, color, religion, gender, age, sexual orientation, national origin, disability, or identity as a disabled veteran or

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veteran of the Vietnam era to the extent required by law. The Developer further agrees that every applicable Contract Documents and subcontract or order given for the supplying of this order will contain a provision requiring nondiscrimination in employment, as herein specified. This covenant is required pursuant to Federal executive orders 11246 and 11375 and any breach thereof may be regarded as a material breach of the contract or purchase order. Additionally, Developer agrees to comply with the following:

(a) The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. 2000e et seq., which prohibits discrimination in employment because of race, color, religion, sex or national origin.

(b) The Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq. and 45 C.F.R. 84.3(J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified individuals with disabilities in the access to or participation in federally-funded services or employment.

(c) The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination based upon age.

(d) The Equal Pay Act of 1963, as amended, 29 U.S.C. 206, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

27. **Drug Free, Smoke Free Workplace**. Developer agrees to comply with all applicable federal, state and local laws and University published policies regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of Developer's employees or permitted subcontractors engaged in the Work purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

28. **Waiver of Claims for Consequential Damages**. Developer and Lessee waive all claims against each other for any special, indirect, incidental or consequential damages, including, without limitation, loss for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, arising out of any performance of this Agreement or in furtherance of the provision or objectives of this Agreement, regardless of whether such damages are based on tort, warranty, contract or any other legal theory, even if advised of the possibility of such damages by reason of any act or omission or arising out of or in connection with this Agreement.

29. **Limitation of Liability of Developer**. The total liability, in the aggregate, of Developer to the Lessee, the University or anyone claiming by, through, or under Lessee for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Developer's performance of the Work on the Projects, its obligations under this Agreement or the Contract Documents, or from any cause or causes directly resulting from Developer's activities on the Property, including but not limited to, negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the sum of: (a) the amount of the Stipulated Sum, *plus* (b) the Development Fee. Except for Gilbane under the Guaranty, the shareholders, officers, directors, members, managers, partners, employees, agents and affiliates of the Developer and any of its affiliates shall have no liability under this Agreement and Lessee waives any and all claims against such parties.

30. **Limitation of Liability and No Personal Liability of Lessee and Foundation**. It is expressly understood and agreed that Lessee's and Foundation's liability under this Agreement, including the indemnification provisions hereof, shall in no event exceed the value of Lessee's leasehold estate in the

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Property. Lessee and Foundation shall have no personal liability with respect to any of the provisions of this Agreement and if Lessee is in breach or default with respect to its obligations or otherwise under this Agreement, Developer shall have recourse only against the leasehold estate of Lessee in the Property. Further, Lessee shall not in any event whatsoever be liable for any injury or damage to any person or property occurring on, in or about the Property and its appurtenances, nor for any injury or damage to the Property or to any property belonging to Lessee or any other person which may be caused by any fire or breakage, flood, leakage, or other water flow, the use, misuse or abuse of the Property, or which may arise from any other cause whatsoever, except as is solely due to Lessee's affirmative negligence or that of its representatives, agents, employees, officers and directors acting within the scope of their authority. All covenants, stipulations, promises, agreements and obligations of Lessee contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of Lessee only and not of any member, director, officer, employee or agent of Lessee or Foundation in his or her individual capacity, and no recourse shall be had for any pecuniary liability or for any claim based hereunder for any reason whatsoever against any such member, director, officer, employee or agent.

31. **Successors and Assigns**. Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Except as contemplated in the documents executed pursuant to the Project Financing, this Agreement may not be assigned without the prior written consent of all Parties, which consent shall not unreasonably be withheld; excepting, however, that the Developer agrees and acknowledges that the Lessee has or will grant the University a security interest in this Agreement under the Ground Lease and consents to any assumption by the University of the Lessee's interest under this Agreement (and shall execute any commercially standard instruments necessary in connection therewith).

32. **Hazardous Materials**. The Developer shall not bring, use, store, generate, or dispose of on or about the Property (or allow to be brought, used, stored, generated, or disposed of on or about the Property) any Hazardous Materials (as defined in the Ground Lease), except such materials as are routinely used in connection with construction and then only in accordance with appropriate guidelines, standards, and practices in the industry and in compliance with Environmental Laws. The Developer shall advise the Lessee immediately if the Developer becomes aware of Hazardous Materials on or near the Property.

33. **Time of the Essence**. Time shall be of the essence with respect to this Agreement and of every provision hereof.

34. **Independent Contractor**. It is expressly understood and agreed by the Parties hereto that the Developer, in performing its obligations under the Contract Documents, shall be deemed an independent contractor and not an agent, employee or partner of the University or the Lessee.

35. **No Waiver**. The failure of the Lessee to insist upon the strict performance of any provisions of the Contract Documents, the failure of the Lessee to exercise any right, option or remedy hereby reserved, or the existence of any course of performance hereunder shall not be construed as a waiver of any provision hereof or of any such right, option or remedy or as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by the Lessee of any act by the Developer requiring the Lessee's consent or approval shall not be construed to waive or render unnecessary the requirement for the Lessee's consent or approval of any subsequent similar act by the Developer. The Lessee's approval of payment of any amount due hereunder with knowledge of a breach of any provision or requirement of the Contract Documents shall not be deemed a waiver of such breach. No provision of the Contract Documents shall be deemed to have been waived unless such waiver shall be in writing signed by the Party to be charged.

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36. **Severability**. If any term or provision of this Agreement shall be determined to be invalid or unenforceable in any respect, it shall be replaced with a substantially similar provision to the greatest extent possible and the Agreement shall remain in full force and effect.

37. **Cooperation**. The parties agree to cooperate to achieve the objectives of this Agreement and to use reasonable and good faith efforts to resolve all disputes and disagreements that may arise hereunder.

38. **Default Interest Rate**. Any amount due hereunder which is not paid when due shall bear interest at an annual rate equal to the greater of (i) 2% per annum in excess of the Prime Rate, or (ii) 8% per annum (but in no event shall such rate of interest exceed the maximum rate of interest permitted to be charged by law) ("**Default Interest Rate**") from the date due until paid, compounded monthly, but the payment of such interest shall not excuse or cure any default by any Party under this Agreement. "**Prime Rate**" means the highest base rate on corporate loans posted by at least 75% of the 30 largest banks in the United States as published from time to time by The Wall Street Journal.

39. **Entire Agreement**. This Agreement and the exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the Developer and the Lessee concerning the Property and the development of the Projects thereon and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon the Developer or the Lessee unless reduced to writing and signed by each Party.

40. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of such counterparts together shall be deemed to be one and the same instrument.

41. **Electronic Signatures**. This Agreement may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("**PDF**")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the Parties to create a valid and legally enforceable contract between them. The exchange and delivery of this Agreement and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of any Party, the Parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

42. **Third Party Beneficiaries**. Neither Party intends that this Agreement shall create rights hereunder in favor of any third party, except that the University shall be an express third-party beneficiary under this Agreement, and shall have the right to enforce any right or benefit afforded the University under this Agreement as if it were a party to this Agreement.

43. **IRC 4958 Protections**. Developer acknowledges that (i) for federal income tax purposes, Lessee will be disregarded as an entity separate and apart from the Foundation and an organization exempt from federal income tax under the Code, as an organization described in Section 501(c) (3) of the Code; (ii) the Foundation has been recognized by the United States Internal Revenue Service ("**IRS**") as a tax-exempt organization under Section 501(c)(3) of the Code; and (iii) the Foundation and Lessee must be operated exclusively for "exempt purposes" within the meaning of the Code and regulations promulgated thereunder (the "**Regulations**"). Lessee and Developer acknowledge and agree that the fees provided hereunder are reasonable, and have been arrived at through arm's length negotiation and are not in excess of the fair market value of the services to be provided by Developer to Lessee under this Agreement, that

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Developer has been hired by Lessee on the basis of Developer's qualifications as a developer of property and facilities of similar type as the Projects and the Developer has not been retained for the purpose of providing any private benefit or to privately inure to Developer within the meaning of the Code or the Regulations. Developer acknowledges and agrees that a copy of this Agreement will be provided to the IRS in connection with any audit of the Foundation, and if the IRS determines on audit that any provision of this Agreement violates any applicable provision of the Code or the Regulations, Lessee and Developer shall act in good faith and with due diligence to address the violations noted by the IRS, and to take all actions as are necessary, appropriate or required under the circumstances to address the concerns of the IRS with respect to this Agreement; provided, however, that in the event Lessee and Developer are unable to reach agreement on the manner of curing such violation(s), either Party may terminate this Agreement upon written notice to the other Party

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LESSEE:

COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C., an Alabama limited liability company

By: Collegiate Housing Foundation, an Alabama nonprofit corporation
Its: Sole Member

By:_____

Its:_____

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[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

DEVELOPER:

GD WKU DEVCO LLC, a Kentucky limited liability company

By:_____

Its:_____

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EXHIBIT A
Legal Description of Property

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EXHIBIT B
Survey of Property

[TO BE ATTACHED]

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EXHIBIT C
List of Current Plans

PLEASE SEE ATTACHED

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EXHIBIT D
Project Schedules

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EXHIBIT E
Construction Area Map

[TO BE COMPLETED]

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EXHIBIT F
List of Due Diligence Materials

[TO BE INSERTED]

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EXHIBIT G
List of Legal Requirements

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EXHIBIT H
Development Budgets

[TO BE ATTACHED]

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EXHIBIT I
Payment Application

[TO BE ATTACHED]

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EXHIBIT J
Guaranty of Gilbane Investment Company

GUARANTY AGREEMENT

This Guaranty Agreement ("**Guaranty**") is made as of May __, 2026 by GILBANE INVESTMENT COMPANY, a [Rhode Island] corporation ("**Guarantor**") of 7 Jackson Walkway, Providence, Rhode Island, 02903 in favor of COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C., an Alabama limited liability company ("Lessee").

RECITALS:

A. WESTERN KENTUCKY UNIVERSITY, a public body corporate, and an educational institution and agency of the Commonwealth of Kentucky ("**University**"), operates a public university on its main campus consisting of approximately two hundred (200) acres located at 1906 College Heights Boulevard, Bowling Green, Kentucky 42101 ("**Campus**") that includes certain on-campus [student housing residence halls other housing facilities located thereon] (collectively, the "**Housing System**").

B. The University is the fee simple title owner of the Campus and has leased to Lessee pursuant to the terms and conditions of that certain Ground Lease executed on or about the even date herewith ("**Ground Lease**") certain portions of the Campus as legally described in the Ground Lease (the "**Property**") and on Exhibit A attached to the TDA (as defined herein), whereby Lessee has the right and obligation to engage the Developer, an authorized affiliate of Gilbane, to design, build, finance, operate, and maintain the Projects (as defined in the TDA) on the Property in furtherance of enlarging and enhancing the University's Housing System and associated amenities.

C. On or about the even date herewith, Lessee and GD WKU DEVCO LLC, a Kentucky limited liability company (collectively, "**Developer**"), an affiliated entity of Guarantor, entered into a Turnkey Development Agreement ("**TDA**") pursuant to which Lessee retained Developer to design, develop and construct the Projects (as defined in the TDA) on the Property.

E. To induce Lessee to enter into the TDA, Guarantor agrees to guarantee to Lessee the payment and performance of Developer's obligations under the TDA in accordance with the terms of this Guaranty.

NOW, THEREFORE, Guarantor agrees as follows:

1. In consideration of Lessee entering into the TDA with Developer, Guarantor, subject to the limitations set forth in Section 3 below, irrevocably and unconditionally guarantees to Lessee (i) the payment and performance of all of Developer's obligations under the TDA, including, without limitation, the payment of each and all of Developer's liabilities and payment obligations under the TDA when they or any part of them become due and owing according to the terms of the TDA and Developer's obligation to indemnify and hold harmless Lessee pursuant to and in accordance with the TDA (collectively, the "**Performance Guaranty Obligations**"); and (ii) full, complete and punctual observance, performance, and satisfaction of all of Developer's obligations, duties, covenants, and agreements with respect to the completion of the design, development, construction, equipping, and furnishing of the Projects and completion of the Projects in accordance with all requirements of the TDA (the "**Completion Guaranty Obligations** and, together with the Performance Guaranty Obligations, collectively, the "**Guaranteed Obligations**"). If and whenever Developer defaults for any reason whatsoever in the payment, performance,

or satisfaction of any of the Guaranteed Obligations and does not cure such default within any applicable cure periods, Guarantor shall forthwith upon written demand by Lessee unconditionally satisfy (or procure the satisfaction of) the Guaranteed Obligations in regard to which such default has been made as if the Guarantor instead of Developer were expressed to be primary obligor of the TDA and not merely as surety (but without affecting Developer's obligations) in the manner prescribed by the TDA and so that the same benefits shall be conferred on Lessee as it would have received if the Guaranteed Obligations had been satisfied by Developer.

2. **Continuing Obligations**. This Guaranty shall be unconditional and irrevocable. The obligations of Guarantor hereunder shall be direct and independent of any obligations of Developer. Guarantor hereby agrees that its obligations hereunder shall be absolute and unconditional, irrespective of the validity or enforceability of the TDA or any provision thereof or the absence of any action to enforce the same or the waiver or consent by Lessee or any time or indulgence granted to Developer by Contractor in respect of any provisions of the same, or any action to enforce the same or any other circumstance that might otherwise constitute a legal or equitable discharge or defense of Developer or of a surety or guarantor (including, without limitation, the finding or conclusions of any proceeding under the federal bankruptcy code or of similar present or future federal or state law), it being agreed that the obligations of Guarantor hereunder shall not be discharged except by payment and performance as herein provided. Guarantor hereby waives any right to require proceedings first against Developer with respect to the TDA or the obligations set forth therein and hereby covenants that this Guaranty is to be a continuing guarantee and accordingly is to remain in force notwithstanding any act, omission, neglect, event or matter whatsoever until all Guaranteed Obligations shall have been satisfied. This Guaranty is in addition to and without prejudice to and not in substitution for any rights or security which Lessee may now or hereafter have or hold for the performance and observance of the Guaranteed Obligations. This Guaranty is a guaranty of payment and performance and not of collection. Guarantor agrees that Lessee shall not be obliged to take any action or exhaust its recourse against any other guarantor, any other person or any collateral security that Lessee may hold from time to time before requiring or being entitled to performance of the Guaranteed Obligations.

3. **Limitation of Guaranty**. Notwithstanding anything in this Guaranty or the TDA to the contrary, the aggregate amount covered by this Guaranty shall not exceed the sum of the following (as such terms are defined in the TDA): (a) the Stipulated Sum, (b) Development Fee, (c) the Incentive Development Fee (to the extent it has been paid), and (d) the Liquidated Damages. Payment and performance by Guarantor pursuant to this Guaranty shall not be delayed pending any determination of any claims for or proceeds of any insurance or payment or performance bonds contemplated by Section 17(b) of the TDA; provided, however, that Lessee shall use commercially reasonable efforts to seek to recover proceeds of insurance or payment or performance bonds contemplated by Section 17(b) of the TDA to the extent it is entitled thereto or has right to do so; provided, that (i) Lessee's inability to collect or recover any such proceeds shall not limit Guarantor's obligations or Lessee's rights hereunder; and (ii) Lessee shall not be required to initiate, institute, or conduct any litigation or other legal action or proceeding with respect to collection or recovery of any such proceeds. In any case where Lessee recovers under any insurance policy maintained or required to be maintained by Developer pursuant to the TDA or any payment or performance bonds contemplated by Section 17(b) of the TDA, to the extent of any excess proceeds after application of such funds in accordance with the provisions of the Bond Documents (as defined in the Ground Lease) (net of any amounts expended by Lessee to collect such amount), with respect to any Guaranteed Obligations for which Guarantor made a payment to Lessee pursuant to this Guaranty, Lessee shall promptly pay over to Guarantor such amount.

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4. **Preservation of Rights**. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself the right to assert defenses to which Developer is or may be entitled relating to or arising from or out of the TDA, except for defenses relating to or arising from or out of the bankruptcy, insolvency, dissolution or liquidation or other reorganization of Developer, lack of validity or enforceability of the TDA against Developer, including as a result of Developer's lack of qualification to do business in any applicable jurisdiction, or Developer's lack of corporate authority to enter into or perform the TDA or the due execution and delivery thereof.

5. **Enforceability**. Guarantor's obligations and liability under this Guaranty will remain in full force and effect until all of the Guaranteed Obligations shall have satisfied, performed, and discharged in full and are not to be discharged, released or reduced in any way by reason of (i) any variation to or amendment of the TDA, (ii) any provision of the TDA being or becoming illegal, invalid, void or unenforceable, (iii) any assignment of the TDA to another affiliate of Guarantor, (iv) any termination of the TDA, (v) the loss of capacity or Developer, by any change in the name of Developer or in the objects, capital structure or constitution of Developer, or by the sale of Developer's business or any part thereof, or by Developer being merged with another company or companies, or (vi) any other circumstance whatsoever (with or without notice to or knowledge of Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of Developer or Guarantor, in bankruptcy or in any other instance.

6. **Payments**. Subject to the provisions of Section 3 above, Guarantor shall have thirty (30) days from the date of receipt of written demand to make payment in full to Lessee of any amount owing in accordance with this Guaranty and without set-off or counterclaim. Guarantor hereby agrees to pay upon demand all of Lessee's costs and expenses, including Lessee's reasonable attorneys' fees and legal expenses, incurred in connection with the enforcement of this Guaranty, whether or not there is a lawsuit.

7. **Notices**. In the event Lessee makes a demand upon Guarantor with respect to any of the Guaranteed Obligations, Lessee shall promptly provide notice and reasonable detail regarding such claim to the Guarantor. Any notice or other communication in connection with this Guaranty (each a "**Notice**") shall be in writing and shall not be effective unless same shall be given or served as provided herein and addressed as follows:

To the Guarantor to:

Gilbane Investment Company
7 Jackson Walkway
Providence, RI 02903
Attention: James Patchett, President & CEO
Email: jpatchett@gilbaneco.com

with a copy to:

Gilbane Investment Company
7 Jackson Walkway
Providence, Rhode Island 02903
Attention: Molly Stolmeier, General Counsel
Email: mstolmeier@gilbaneco.com

or at such other address or addresses as Guarantor may from time to time designate by written notice given to Lessee. Every notice, demand, direction, approval, request or other communication hereunder shall be

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(a) personally served, (b) sent by recognized overnight delivery service, or (c) sent by e-mail, provided that notice by e-mail shall be promptly supplemented by delivery of notice as provided in (b) above. Any such notice, demand, direction, approval, request or other communication shall be deemed to have been delivered only on the date of the receipt by Guarantor of such delivery or transmission provided by (a) or (b) above at the address set forth above (or such other address designated pursuant hereto).

8. **Representations**. Guarantor hereby represents and warrants to Lessee (such representations and warranties to be deemed to continue so long as this Guaranty remains outstanding): (i) it is a corporation duly formed and validly existing and has full power, and has taken all necessary actions, to execute and perform its obligations under this Guaranty, (ii) the execution and performance of this Guaranty do not contravene its organizational documents or applicable law or regulation and do not contravene or result in a default under any agreement or obligation of or affecting the Guarantor, (iii) this Guaranty has been validly created and constitutes a valid and legally binding obligation of the Guarantor enforceable in accordance with its terms.

9. **Assignment**. Guarantor shall not be entitled to assign or otherwise transfer the rights and obligations under this Guaranty or any part hereof, in whole or in part, without the prior written consent of Lessee and the University. This Guaranty shall inure to the benefit of Lessee and its assignees, if any. The Lessee shall be entitled to assign, convey, mortgage, pledge, grant, hypothecate and transfer the Lessee's rights as beneficiary under this Guaranty to the University under the Ground Lease and to Wilmington Trust, National Association, as trustee (the "**Trustee**"), under the Trust Indenture dated as of May 1, 2026 (the "**Indenture**"), by and between the Kentucky Bond Development Corporation (the "**Issuer**") and Trustee, relating to (i) the Student Housing Revenue Bonds, City of Plum Springs Series 2026A (Collegiate Housing Foundation - Bowling Green, L.L.C. – Western Kentucky University Project), in the principal amount of [$_____] (the **"Series 2026A Bonds"**) and (ii) the Student Housing Revenue Bonds, City of Plum Springs Taxable Series 2026B (Collegiate Housing Foundation - Bowling Green, L.L.C. – Western Kentucky University Project), in the principal amount of [$_____] (the **"Series 2026B Bonds"**, and together with the Series 2026A Bonds, the **"Series 2026 Bonds"**). Upon any such assignment, this Guaranty shall inure to the benefit of the University and the Trustee.

10. **Successors and Assigns**. This Guaranty shall be binding upon Guarantor and its successors and assigns.

11. **Severability**. If any term or provision of this Guaranty shall be invalid or unenforceable, the remainder of this Guaranty shall remain in full force and effect.

12. **Entire Agreement**. This Guaranty embodies the entire agreement and understanding between Lessee and Guarantor with respect to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to the subject matter hereof. Accordingly, this Guaranty may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

13. **Amendments**. This Guaranty shall not be amended or modified except by an instrument in writing signed by the Guarantor and Lessee.

14. **University Rights.** Notwithstanding anything in this Guaranty to the contrary, (a) the Guarantor agrees and acknowledges that the University is an express third-party beneficiary under the TDA, and shall have the right to enforce any right or benefit afforded the University under this Guaranty, and (b) the Lessee has or will grant the University a security interest in the TDA under the Ground Lease, and in

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the event of any assumption of the TDA by the University this Guaranty shall be deemed assigned from Lessee to the University simultaneously therewith.

15. **Governing Law**. This Guaranty shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Kentucky. As to any legal action or proceeding related to this Guaranty, Lessee and Guarantor hereby consent to the non-exclusive jurisdiction of the Commonwealth of Kentucky and waive any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue, *forum non conveniens* or any similar basis.

IN WITNESS WHEREOF, this Guaranty has been duly executed on the date that is first above written and shall come into force upon the signature of Guarantor.

GILBANE INVESTMENT COMPANY,
a [Rhode Island] corporation

By:_____

Its:_____

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EXHIBIT K
Material Subcontractors

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EXHIBIT L
Insurance

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EXHIBIT M
Project Cost Savings[9]

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9 Percentages and tiers to be discussed.

PROPERTY MANAGEMENT AGREEMENT

by and among

COLLEGIATE HOUSING FOUNDATION-BOWLING GREEN, L.L.C.

AND

WGB PROPERTY MANAGEMENT LLC

AND

WESTERN KENTUCKY UNIVERSITY

Executed [_____], 2026

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PROPERTY MANAGEMENT AGREEMENT

THIS PROPERTY MANAGEMENT AGREEMENT (this "**Agreement**") is made and entered into as of this [_____], 2026 (the **"Effective Date"**) by and among **COLLEGIATE HOUSING FOUNDATION - BOWLING GREEN, L.L.C.,** an Alabama limited liability company (the "**Lessee**"), whose sole member is Collegiate Housing Foundation (the "**Lessee Parent**"), an Alabama non-profit corporation doing business in the Commonwealth of Kentucky as Collegiate Housing Foundation, Inc., **WGB PROPERTY MANAGEMENT LLC**, a Delaware limited liability company doing business as INWOOD MANAGEMENT (the "**Property Manager**"), and **WESTERN KENTUCKY UNIVERSITY**, a public body corporate and an educational institution and agency of the Commonwealth of Kentucky (the "**University**"). The Property Manager, the University, and the Lessee are sometimes herein collectively referred to as the "**Parties**" and individually as a "**Party**." Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Lease (as herein defined), or, if not defined therein, in the Trust Indenture (as defined in the Lease).

W I T N E S S E T H :

WHEREAS, pursuant to that certain Ground Lease Agreement, dated as of the date of this Agreement (the "**Lease**") by and between the University, as lessor, and Lessee, as lessee, the University has leased certain Property (as defined in the Lease), and conveyed certain Legacy Student Housing Facilities (as defined in the Lease) to Lessee and contractually engaged the Lessee to handle the ownership, management, operation, maintenance, and repair of the University's Student Housing System, pursuant to the terms of the Lease.

WHEREAS, under the Lease, the Lessee has the right and obligation to engage the Property Manager to manage the day-to-day operation, management, maintenance, and repair of the Student Housing System.

WHEREAS, Lessee is an Alabama limited liability company, whose sole member is the Lessee Parent, an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the **"Code"**), and is exempt from federal income tax under Section 501(a) of the Code.

WHEREAS, the purpose of the Lessee is to further the stated charitable purposes of the Lessee Parent through the development, purchase, acquisition, design, construction, equipping, ownership, management, operation, and maintenance of student-housing and related facilities for use by students, faculty, and staff of the University and through the provision of a broad range of activities, programs, and services designed to advance education and to otherwise assist and support the University in fulfilling its educational mission.

WHEREAS, Lessee is disregarded as an entity separate and apart from the Lessee Parent for federal income tax purposes, such that the activities of Lessee are attributed to the Lessee Parent.

WHEREAS, the Lessee desires to engage the Property Manager as the Property Manager of the Student Housing System, and the Property Manager desires to accept such engagement from the Lessee, for the Term and upon the terms and conditions that are set forth herein.

WHEREAS, the Parties intend for this Agreement to be a "qualified management contract" that complies with the safe harbor conditions under IRS Rev. Proc. 2017-13 under which a management contract does not result in private business use of property financed with governmental tax-exempt bonds

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under § 141(b) of the Internal Revenue Code or cause the modified private business use test for property financed with qualified 501(c)(3) bonds under § 145(a)(2)(B) of the Internal Revenue Code to be met.

NOW, **THEREFORE**, in consideration of the mutual promises hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
ROLE OF PROPERTY MANAGER

Section 1.1 Appointment and Acceptance. The Lessee hereby engages the Property Manager as an independent contractor to handle the day-to-day management, operation, maintenance, and repair of the Student Housing System (including, but not limited to, cleaning, painting, decorating, plumbing, carpentry, HVAC, building access control systems, and such other routine maintenance and repair work as may be reasonably necessary), and Property Manager accepts such engagement, subject to the terms and conditions set forth in this Agreement and in the Transaction Documents (hereinafter defined). The Lessee will cooperate with the personnel of the University in connection with the management and operation of the Student Housing System. The Lessee hereby grants to the Property Manager all power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights powers herein granted, and Property Manager hereby agrees to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done by the Property Manager under this Agreement. Nothing contained in this Agreement shall obligate Property Manager to itself incur any monetary liability or obligation in the performance of its obligations under this Agreement, and any monetary expenses, liabilities or obligations incurred by Property Manager in the performance of its obligations hereunder shall be Expenses (as defined in the Indenture).

Section 1.2 Operational Standards. The Property Manager shall operate, manage and maintain the Student Housing System in accordance with all Applicable Laws and in good working order and first class condition, and in a manner consistent with the standards of practice followed by professional managers of other privately operated on-campus student housing projects of a size, class and nature of the Student Housing System and otherwise in a condition at all times reasonably acceptable to Lessee and the University, but subject in all events to the terms and conditions of this Agreement. The Property Manager shall manage the Student Housing System so as to assure that the Lessee's responsibilities with respect to the operation, management, maintenance, repair and use of the Student Housing System under the Transaction Documents, the Resident Leases and applicable legal and regulatory requirements are satisfied. The Property Manager shall at all times act in good faith and in a commercially reasonable manner to protect and to account for the assets of the University and the Lessee. The Parties agree that Property Manager's use of the Student Housing System is functionally related to the services being provided under this Agreement

Section 1.3 Transaction Documents. This Agreement is subject to the terms and conditions of: (a) the Lease; (b) the Development Agreement; and (c) the Loan Agreement (collectively, the "**Transaction Documents**"). The Property Manager acknowledges that the Lessee is required to operate and to manage the Student Housing Facilities, or cause the Student Housing Facilities to be operated and managed, in compliance with the terms and conditions of the Transaction Documents, and the Property Manager agrees to use its commercially reasonable efforts to manage the Student Housing System in accordance with the provisions of the Transaction Documents applicable to the operation, use, management, repair and modification of the Student Housing System; provided, that, nothing herein or in the Transaction Documents shall operate or be construed to make the Property Manager liable or responsible for any aspect of the Student Housing System except as specifically set forth in this Agreement. The Property Manager

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shall not take any action that is inconsistent with, constitutes a default under, or exceeds the scope of the Lessee's or the Property Manager's authority under, the Transaction Documents and shall not omit to take any action required under the Transaction Documents that falls within the scope of the Property Manager's responsibility under this Agreement. The Property Manager further agrees not to knowingly take any action or fail to take any action which it is specifically obligated to take hereunder that would cause the Lessee to be in breach of the representations or covenants made by the Lessee in the Transaction Documents. In the event of any conflict between the express terms and conditions of this Agreement and the terms and conditions of the Transaction Documents, the terms and conditions of the Transaction Documents shall govern and prevail.

ARTICLE II
MARKETING AND LEASING RESPONSIBILITIES

Section 2.1 Generally. Each Party shall be responsible for the tasks indicated as their responsibility in **Exhibit B** attached hereto (the "**Responsibility Matrix**"). In the event that any responsibility related directly to the management, operation, maintenance, repair and replacement of the Student Housing System is not specifically listed on the Responsibility Matrix, the same shall be the responsibility of the Property Manager using its best efforts; provided that any adjustments to the Annual Budget shall be considered and approved by the Lessee to pay for such service within the Student Housing System. In accordance with Section 14(b) of the Lease, the University shall execute and deliver Resident Contracts and in its own name consistent with the terms of the Lease. The Property Manager shall be responsible for maintenance and operation duties under the Resident Contracts and for any supplemental marketing of the Student Housing System to prospective residents of the Student Housing System (**"Residents"**), all in accordance with the terms of this Agreement.

Section 2.2 Marketing. The Property Manager agrees and acknowledges that the sole obligations of the University with respect to marketing the Project are set forth in Section 12(c) of the Lease. The Property Manager shall be primarily responsible for evaluating the need for any supplemental marketing and promotional activities for the Student Housing System, and shall prepare and implement marketing campaigns, materials, copy, and promotional activities to promote and increase student demand or other market demand as permitted to reside at the Student Housing System. The Property Manager shall include the cost of any supplemental marketing efforts in the Annual Budget, and any such marketing costs shall be Expenses. The Property Manager shall coordinate its supplemental marketing efforts for the Student Housing System with the University (and, upon request, the Lessee). The Property Manager shall obtain approval of the University when incorporating the colors, logos and branding of the University in its printed and electronic advertising materials, and shall exert reasonable efforts to integrate the Property Manager's marketing efforts with the University' branding and marketing efforts for the University or on-campus living as a whole. The Property Manager shall permit the University to access the Student Housing System to conduct tours thereof.

Section 2.3 Website Operation. Subject to the terms and conditions of the Lease, the University shall have the Student Housing System represented and marketed on its existing website, which will provide a URL address (a) for prospective Residents ("Applicants") to access the Property allow applications for housing (an **"Application"**) to be completed and filed and provide a URL address for students to access the Property Manager's work order system. The Property Manager will not have a separate website for these purposes. Subject to the following sentence, the Property Manager's website shall not include a mechanism for prospective Residents to complete an Application (**"Applicants"**) for residency within the Student Housing System and shall instead provide a link to the University's website, which will be the only website, if any, through which an Application may be filed and no Applications may be filed through Property Manager via mail or in person. During any period in which the Lessee shall have the right to market the Student Housing System directly to Residents pursuant to the terms and conditions

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of the Lease, the Property Manager's website shall include a mechanism for filing an Application for residency of the Student Housing System and Applications may be filed through Property Manager via mail or in person.

Section 2.4 Management of Occupancy Rates and Project Demand. The Property Manager shall exert commercially reasonable efforts consistent with its scope of authority under this Agreement and the requirements of the Transaction Documents to maximize the occupancy of the Student Housing System in a fiscally sustainable manner.

Section 2.5 Resident Application and Selection Procedures. The University will manage and administer the housing Application and lease-up process for the Student Housing System during the Term, including, without limitation, the procedures for accepting Applications from Applicants, selecting Residents for the Student Housing System, making room assignments within the Student Housing System, and facilitating student transfers between the Student Housing System and any University retained housing projects not a part of the Student Housing System; provided, however, that the Property Manager shall develop procedures for accepting Applications from Applicants, selecting Residents for the Student Housing System, and making room assignments within the Student Housing System. Subject to the direction and oversight of the Lessee, the Property Manager covenants and agrees to discharge the obligations of the Lessee and the University in administering such procedures.

Section 2.6 Termination of Resident Contracts. The Property Manager, on behalf of the Lessee, shall permit any Resident of the Student Housing System who is entitled to terminate his or her Resident Contract pursuant to the terms and conditions of the Lease to do so. The University shall have full discretion as to when to terminate a Resident Contract of any Resident who materially violates any University policies, or applicable Resident Contract. When requested by the Lessee, the University shall also terminate the Resident Contract of those Residents who owe Gross Fees beyond the applicable date upon which the Resident is subject to termination pursuant to University policy. In the event that any Resident Contract is terminated early, the Property Manager shall coordinate with the University for the assessment of resident housing termination fees. For the purposes of this Agreement, the term **"Gross Fees"** shall mean the fees that the University shall charge Applicants and Residents, including, but not limited to, application fees, Resident housing fees and any other such fees and/or charges Residents are required to remit to the University per the terms and conditions of their Resident Contract or University policy.

Section 2.7 Move-In and Move-Out. The Property Manager shall cooperate with the University to coordinate and to implement Resident move-in and move-out logistics, to disseminate information to Residents about the move-in and move-out process, and to provide maintenance and custodial availability during all Resident move-in and Resident move-out periods

Section 2.8 Room Assignments and Transfers. The University shall be responsible for assigning each such Resident to a particular unit within the Student Housing System.

ARTICLE III
MAINTENANCE AND REPAIR RESPONSIBILITIES

Section 3.1 Project Expenses Generally. The Property Manager's obligations to operate, manage and maintain the Student Housing System shall be subject to applicable funds being made available as and when set forth under the Annual Budget. The Property Manager shall purchase all materials, equipment, tools, appliances, supplies and services necessary to assure proper maintenance and repair of the Student Housing System, and all of the costs thereof shall be Expenses which will be owned by the Lessee.

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Section 3.2 Construction Work and Future Capital Improvements. The Lessee, and not the Property Manager, will be primarily responsible for completing the demolition, construction and renovation of the Student Housing System pursuant to the Development Agreement. Portions of the Student Housing System will be closed for operation during the performance of the Scheduled Improvements. Property Manager agrees and acknowledges that: (a) Lessee has engaged Developer (an affiliate of the Property Manager) to perform the aforementioned demolition, construction and renovation of the Student Housing System; (b) the Property Manager's performance under this Agreement will overlap with the Scheduled Improvements; (c) Property Manager shall as a material obligation under this Agreement, fully cooperate and be responsible for coordinating Property Manager's performance under this Agreement with the Developer, and its subcontractors, consultants and affiliates, and shall schedule and sequence its activities as reasonably necessary to accommodate the activities of all of the foregoing parties; and (d) no failure of Property Manager to perform under this Agreement shall be excused by reason that Developer (or any subcontractor, consultant, or affiliate of Developer) has caused such failure.

Section 3.3 Work Order Management. The Property Manager shall provide and utilize an electronic system to manage work orders. Information gathered through the use of the work order system will be used to assist in monitoring and maintaining the Student Housing System, and the work order system will assist the Property Manager in tracking preventative maintenance and annual inspections to determine the condition of the Student Housing System. The work order system shall have an online user interface that will allow online submission of requests by Residents and residence life staff, provide notifications of work orders to the Property Manager, and provide the Lessee and the University with access to status reports and dashboards. The work order system shall also track the amount of time occurring between work order submission and work order completion.

Section 3.4 Use of Maintenance Employees. The Property Manager will utilize the services of its regular maintenance employees except in circumstances where the Property Manager determines that the use of a third-party vendor or contractor would likely yield superior results than the use its regular employees, or when such employees are otherwise occupied or unavailable.

Section 3.5 Preventative Maintenance. The Property Manager shall schedule and perform preventative maintenance on the Student Housing System consistent with the Key Performance Indicators, this Agreement in general and good maintenance and repair practices and limitations contained in the Annual Budget. The Property Manager shall implement preventive maintenance and scheduled service plans for all capital equipment of the Student Housing System as permitted by Annual Budgets.

Section 3.6 Damage by Residents. The Property Manager shall assess damages beyond reasonable wear and tear caused by any Resident or such Resident's guests, and shall cooperate with the University to assess and invoice such Resident for the costs for the repairs of damage for which such Resident is responsible. The Property Manager shall be responsible for assessing damage costs for repairs that are necessary as a result of damage to any of the Student Housing System caused by Residents or their guests beyond reasonable wear and tear (subject to Lessee and University concurrence).

Section 3.7 Capital Improvements and Construction Works. The Lessee (or, at the direction of the Lessee, the Property Manager) will be responsible for planning, designing, managing, implementing and constructing major and minor capital improvements at the Student Housing System, including any reconstructions, renovations, rehabilitations and modernizations of the Student Housing System required under applicable laws or that are otherwise necessary prior to the expiration of the Term. In the event the Lessee directs the Property Manager to provide such services, the Property Manager shall be responsible for preparing, updating and implementing, in consultation with the Lessee and subject to the Lessee's review and approval, all aspects of such capital improvements for the Student Housing System in accordance with the terms and conditions of the Lease and the other Transaction Documents. Such capital

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improvements shall comply with the requirements contained in the Lease and the other Transaction Documents. The Property Manager shall include planned capital outlays in accordance with the planned investment program in its proposed Annual Budget for each Fiscal Year. If so directed by the Lessee, the Property Manager shall supervise third-party construction agents responsible for managing any capital improvements or other construction projects at the Student Housing System, and shall solicit competitive bids from such contractors when required under Section 4.3 hereof. In connection with such work, the Property Manager shall be responsible for preparing and reviewing all draw requests for submission to the Lessee and, if requested by Lessee, pay all draw requests on approval by Lessee. The Property Manager shall require each contractor and subcontractor to maintain insurance as required by the Transaction Documents or such greater coverages as are required by the Lessee. The Property Manager shall be compensated by the Lessee as an Expense for any labor and overhead costs incurred by the Property Manager, subject to being conspicuously disclosed and approved as part of the Annual Budget, for any of the services described in this Section 3.7; such compensation shall be in addition to the Property Management Base Fee and Property Management Performance Incentive Fee.

Section 3.8 Ownership of Personal Property. The Lessee owns all personal property located in the Student Housing System as of the Effective Date, other than property of Residents or other third parties, and the Property Manager, on behalf of the Lessee, has the right to use, maintain, repair, and dispose of all of such personal property in connection with the discharge of its rights and obligations hereunder. Any disposition of personal property is subject to the approval of the Lessee, which may be provided in the Annual Budget. Any personal property hereinafter acquired by the Lessee, or the Property Manager on behalf of the Lessee, for use in connection with the Student Housing System shall be conveyed to the University at the expiration or earlier termination of the Term of the Lease in accordance with the terms and conditions of the Lease.

Section 3.9 Inspection of Property. The Property Manager shall at all times allow for and cooperate with any reasonable request of the Lessee or the University for access to and inspection of the Student Housing System by the Lessee or the University, or their designees; provided, however, the Lessee and/or University shall provide the Property Manager with at lease twenty four (24) hours notice prior to any said inspection.

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ARTICLE IV
SERVICE CONTRACTS

Section 4.1 Generally. The Property Manager, on behalf of the Lessee, hereby assumes all [Assumed Service Contracts][1] and agrees to perform all responsibilities of the University under the Assumed Service Contracts arising from and after the Effective Date, which Assumed Service Contracts are listed on **Exhibit E** to this Agreement. The Property Manager shall enter into new or replacement service contracts for the Student Housing System (collectively, "**Service Contracts**"), in its own name or as agent and attorney-in-fact of the Lessee, in the ordinary course of its management of the Student Housing System. Service Contracts may govern, without limitation, the procurement of goods and services (including utilities and maintenance services) for the Student Housing System and the furnishing of goods and services to Residents of the Student Housing System. All costs and expenses incurred by the Property Manager under the Service Contracts shall be Expenses. The Property Manager shall keep good books and records of account relating to all Service Contracts. The costs of any such good or services will be included and specifically identified as third party good or services in the Annual Budget Further, the Property Manager covenants that (i) all such contracts will satisfy the requirements of IRS Rev. Proc. 2017-13 or any successor federal guidance, (ii) all such contracts shall comply with the terms of the Transaction

[1] Any assumed service contracts?

Documents, and (iii) no such contracts will, when taken together with this Agreement, cause this Agreement not to satisfy the requirements of IRS Rev. Proc. 2017-13 or any successor federal guidance.

Section 4.2 Utilities and Services. To the extent the University has not elected to provide the services described in this Section pursuant to the terms and conditions of the Lease, the Property Manager, on behalf of the Lessee, shall enter into Service Contracts for the provision of water, electricity, gas, and other utilities for the Student Housing System, and pest control and extermination services for the Student Housing System, utilizing such utility companies and vendors as the Property Manager selects, and as contemplated in the Annual Budget.

Section 4.3 Bidding Requirements. Unless the Lessee shall instruct otherwise, the Property Manager shall use reasonable efforts to ensure that all Service Contracts for the performance of repairs or capital improvements to the Student Housing System exceeding $25,000, or for the provision of goods and services to the Student Housing System exceeding $25,000, shall be awarded on the basis of a competitive bidding process managed by the Property Manager and approved by the Lessee, who shall consult with the University.

Section 4.4 Term of Service Contracts. To the extent reasonably possible under the circumstances, all Service Contracts shall contain a provision permitting Property Manager or Lessee to terminate them, with or without cause and without penalty or premium, with a thirty (30) day notice, or sooner if the Property Manager or the Lessee is no longer involved with the Student Housing System. The Lessee shall have the right to waive this requirement in its discretion.

Section 4.5 Service Contracts with Affiliates. Subject to any restrictions contained in the Transaction Documents, the Property Manager shall have the right to contract with or otherwise deal with any Affiliate of the Property Manager for the sale of goods or services to it or to the Lessee, but only if the fees, terms and conditions for the provision of such goods or services are conspicuously disclosed as Affiliate goods or services in the Annual Budget and at least as favorable to the Student Housing System as would be obtainable in an arm's length transaction. For purposes of this Section 4.5, "Affiliate" shall mean, with respect to any legal person, all legal persons directly or indirectly controlling, controlled by or under common control with such legal person, where control may be either management authority, contract or equity interest.

Section 4.6 Ancillary Concessions. The University shall own, operate and manage the laundry facilities, vending machines and similar ancillary concessions located at the Student Housing System during the Term; provided the Property Manager shall promptly notify the Lessee and the University upon becoming aware of any service or mechanical issues with respect to such laundry facilities, vending machines and similar ancillary concessions. The Property Manager shall cooperate and coordinate with the University as necessary to facilitate the University's operation and management of the Student Housing System dining facilities. and the costs thereof shall be Program Expenses and the revenues generated therefrom shall be Gross Revenues. The Property Manager shall abide by the terms and conditions of the Lease in performing and discharging the Property Manager's responsibilities hereunder.

ARTICLE V
BUDGETING AND REPORTING RESPONSIBILITIES

Section 5.1 Determination of Resident Housing Rates and Other Gross Fees. The University, in consultation with the Property Manager, shall review and analyze market demand for the occupancy of the Student Housing System and shall recommend to the Lessee the rental rates to be charged to Residents (**"Resident Housing Rates"**) and other Gross Fees to be charged to Residents each year. The Lessee shall have the right to make the final decision as to the Resident Housing Rates and Gross Fees

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Section 5.2 Annual Budget.

(a) In compliance with the provisions of Section 16 of the Lease and Section 8.07 of the Loan Agreement, and subject in all respects to the requirements and provisions of such sections, the Property Manager shall prepare, in consultation with the Lessee, and submit to Lessee and the University no less than sixty (60) days prior to July 1 of each year, an annual budget for the Student Housing System (**"Annual Budget"**). The Annual Budget shall set forth among other matters, usually contained in budgets of a similar nature, the following items:

(i) The categories of anticipated General Revenues relating to the Student Housing System and the projected amounts of each category of such General Revenues;

(ii) The amounts to be deposited to the Repair and Replacement Fund provided for in the Trust Indenture during such Annual Period and the amounts contained therein as of the first day of such Annual Period;

(iii) All anticipated capital expenditures to be paid out of the Repair and Replacement Fund provided for in the Trust Indenture;

(iv) The projected reasonable amounts of all Expenses of the Student Housing System;

(v) The schedule of specific and mandatory Resident Housing Rates and other Gross Fees to be charged to Residents each year to be paid pursuant to the Resident Leases which will be calculated to provide Revenue Available for Fixed Charges sufficient to produce a Fixed Charges Coverage Ration as required by Section 8.6 of the Loan Agreement;

(vi) The anticipated rental income to be generated by leasing the bed accommodations;

(vii) Sufficient information to explain the basis for the budgeted General Revenues, capital expenditures and Expenses of the Student Housing System.

(b) The Annual Budget shall reflect all anticipated Expenses of the Student Housing System paid, incurred, or accrued to be paid, incurred, or accrued with respect to the Student Housing System.

(c) The Annual Budget for (i) the period of time beginning on the Effective Date and ending on June 30, 2026, and (ii) the Annual Period beginning July 1, 2026 and ending June 30, 2027, are attached hereto as **Exhibit C** and are hereby approved by the Property Manager, Lessee and the University.

Section 5.3 General Revenues and Expenses.

(a) For purposes of this Agreement, the term **"General Revenues"** shall have the meaning specified in the Trust Indenture, which shall, as applicable, include, but not be limited to, Gross Fees, Scholarship Funds, and revenues from ancillary concessions owned by the University at the Student Housing System. In calculating General Revenues, Scholarship Funds and Gross Fees shall be credited without duplication. **"Scholarship Funds"** shall mean scholarships, financial aid, grants, student loans, stipends, and benefits provided in connection with a Resident's or another's military service or other sources of financial aid made available to a Resident, in each case for purposes of paying Gross Fees on a Resident Contract and which is payable to the University.

(b) For purposes of this Agreement, the term **"Expenses"** shall have the meaning specified in the Trust Indenture, which shall, as applicable, include, but not be limited to, all costs properly paid or

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properly incurred by the Property Manager consistent with the Annual Budget in connection with the exercise of its rights or the discharge of its responsibilities under the Agreement; provided that Expenses shall not include management and overhead expenses of the Property Manager, which shall be borne by the Property Manager out of its own funds, unless such management and overhead costs are conspicuously disclosed and approved in the Annual Budget. Such management and overhead expenses shall include, but not be limited to (i) compensation of central office or off-site personnel employed or contracted by the Property Manager, (ii) rent for off-site offices utilized by the Property Manager, (iii) telephone and utility charges incurred at such offices, (iv) office supplies, (v) rent for and repair and maintenance of office machines used at such offices, (vi) postage used at such offices, (vii) and rental for or allocation of depreciation or amortization of any non-Student Housing System properties owned by or leased by the Property Manager and used in the performance of its duties under this Agreement, and (viii) except for the bookkeeper for the Student Housing System, all off-site administrative and supervisory salaries and expenses.

(c) Property Manager shall not be liable for any properly incurred obligation or properly incurred expenditure incurred on behalf of the Lessee ("properly incurred" to mean such obligations incurred by Property Manager within the scope of Property Manager's authority, is made pursuant to the Annual Budget (as the same may from time to time be amended and approved by Lessee and the University, as applicable), and is not otherwise prohibited under this Agreement or applicable law). Property Manager shall not be obligated to advance any sum of money for Lessee or the Student Housing System, or lend its credit for the benefit of the Student Housing System.

Property Manager shall use commercially reasonable efforts to ensure that the actual costs of maintaining and operating the Project shall not exceed the Annual Budget, and year to date budget variances in excess of (i) $20,000 for any line item expense category, excluding insurance and utility costs, or (ii) 10% of the Annual Budget in the aggregate will be explained to Lessee and the University each month. Except as otherwise set forth herein, any expenditure from the Operating Account (1) which, with respect to any line item expense category, exceeds by $20,000 or more the amount for such line item expense category set forth in the Annual Budget, or (2) which will cause the overall Annual Budget to be exceeded by 10% or more, shall require the approval of Lessee and the University, which approval shall be given or denied within 10 days after such approval is requested. In cases of an emergency, in which expenditures for repairs or replacements are reasonably necessary to prevent imminent damage to property or injury to persons ("Emergency Program Expense"), Property Manager shall take reasonable measures necessary to address the applicable circumstance (whether or not funds are reflected in the Annual Budget) and is authorized to utilize funds in the Operating Account for such purposes up to an amount of $25,000; provided that Property Manager will promptly (but not later than one (1) business day following the date it becomes aware of such occurrence) notify the University and the Lessee of any Emergency Program Expense and the University shall have the right to determine any subsequently necessary actions or expenses. The Property Manager, the Lessee, and the University shall coordinate in good faith to make any necessary adjustments to the Annual Budget following and to incorporate any incurred Emergency Program Expense.

Section 5.4 Reports and Records. Unless otherwise directed by the Lessee, the Property Manager shall prepare (or coordinate the preparation of) all reports that the Lessee is obligated to provide to the University or any other party under the Transaction Documents (the **"Reports"**). The form of the Reports to be provided by the Property Manager are attached hereto as **Exhibit __** and the Lessee and the University have approved the form of said Reports. The Property Manager shall submit drafts of all such Reports to the Lessee, for the Lessee's review and approval before submission to the applicable parties. All records related to the operations of the Student Housing System that are under the control of the Property Manager, regardless of where they are housed, shall be the property of Lessee and shall be properly maintained by or under the direction of the Property Manager. The Property Manager shall retain all records for the term of this Agreement and five (5) years after the end of such term. The Property Manager shall

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also prepare and submit to the Lessee such additional Reports as are reasonably requested by Lessee on a mutually acceptable schedule, and shall furnish such information as may be requested by the Lessee from time to time with respect to any matter falling within the scope of the Property Manager's responsibilities herein.

Section 5.5 Notice of Material Events. The Property Manager will immediately notify the Lessee in the following circumstances: (a) the Property Manager receives any notice of any claim of violation of any applicable laws relating to the Student Housing System, any notice of any claim of liability or for damages relating to the Student Housing System, or any summons or other legal process relating to the Student Housing System; (b) any actual or alleged personal injury or property damage arises at the Student Housing System; (c) circumstances arise relating to the activities of the Property Manager that will or may constitute a default by Lessee or any other Person under the Transaction Documents or under any Resident Contract or Service Contract; or (d) the Property Manager receives any other material information pertaining to its activities at the Student Housing System. The Property Manager will fully cooperate with the Lessee in all legal and arbitration proceedings relating to the Student Housing System.

ARTICLE VI
COLLECTIONS RESPONSIBILITIES

Section 6.1 Generally. The Parties agree and acknowledge that the Property Manager shall have no obligations with respect to collection under Resident Contracts beyond those set forth in this Article VI.

Section 6.2 Collections Accounting Obligations. The University will make available to Property Manager (as necessary to monitor the Operating Account balances and activities) the cash management software system utilized by the University to identify and effectuate the transfer of Gross Fees and other Gross Revenues from the University to the Operating Account. The Property Manager shall develop, implement and maintain an application protocol interface for retrieving the books and records of the University for the Student Housing System, which interface shall tie into the University's electronic account and collections systems, or if such application protocol interface is unavailable to the Property Manager, the Lessee shall share with the Property Manager the information received from the University.

Section 6.3 Collections Efforts from Residents. The Property Manager shall cooperate with the University to ensure the coordinated and seamless collection of Gross Fees from Residents, and shall provide necessary feedback and information to the University for the implementation of the University's collections procedures (captioned, **"Collections Efforts"**). In all cases the Property Manager will coordinate and cooperate with the Lessee and the University to minimize duplication of efforts and to avoid inconsistent collection efforts. In no event shall the Property Manager supplement the University's collection efforts or undertake additional collection efforts unless requested and approved by the University and until all requirements, including any appeal process for students, of the University's Collection Efforts has been completed.

ARTICLE VII
CASH MANAGEMENT

Section 7.1 Operating Account. The Property Manager shall establish and maintain an account separate from any other account in the Lessee's name and designated as "Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project Operating Account' (the **"Operating Account"**) for the payment of the costs of operating, managing, monitoring and repairing the Student Housing System, all of which shall be deemed to be Expenses of the Student Housing System except as otherwise provided herein. All funds in the Operating Account shall not be commingled with any

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other funds of the Property Manager or any other person or entity and shall at all times be the exclusive property of the Lessee for application by the Property Manager as provided in this Agreement. All such deposits shall be in federally insured institutions and fully insured therein. The Property Manager shall notify the Lessee and the Trustee of the name, account number and location of the Operating Account. The Property Manager shall timely pay all such Expenses of the Student Housing System out of funds deposited by the Trustee in the Operating Account unless previously paid by the Trustee. The Property Manager may also establish a petty cash account for miscellaneous purposes, which petty cash account shall in no event exceed Five Thousand and 00/100 Dollars ($5,000.00). The Property Manager shall maintain a ledger of expenses funded from the petty cash account, which ledger the Property Manager shall provide to the University promptly upon request.

Section 7.2 Other Cash Management Provisions. The Property Manager shall not commingle funds from the Student Housing System with funds from any other project, other funds of the Property Manager, or funds of any other Person. The Property Manager shall have no liability to the Lessee for any amounts in the Operating Account which are lost or not covered by insurance if the depository institution at which such account is maintained fails or is otherwise placed in the control of a governmental or quasi-governmental authority and the assets of such account are thereby forfeited in whole or in part. Except for Emergency Program Expenses to the extent provided in Section 5.3, the Property Manager shall not be obligated to make any advance to or for the account of the Lessee, or to pay any sum, except out of funds held or provided as set for in this Agreement. The Lessee and the University shall have the right to conduct audits of all accounts managed by the Property Manager, and the costs thereof shall be Program Expenses

ARTICLE VIII
OTHER RESPONSIBILITIES OF PROPERTY MANAGER

Section 8.1 Property Management Office. The Property Manager shall establish and maintain a housing management office and a maintenance office either within the Student Housing System, or if requested by the Lessee, at another area on the campus of the University as designated by the University. The Property Manager's interest in any such office space shall be in the nature of a license and in no manner construed as a lease of space or similar possessory interest. All costs of furnishing and maintaining supplies for the management and maintenance office shall be Expenses. The University shall not charge the Property Manager any rent or other usage fees for the use of the campus housing management and maintenance offices, but if the University provides any services to such offices such as telephone or internet access, the University shall be entitled to reimbursement therefor as Expenses at rates consistent with those assessed by the University to its own internal divisions and business units for similar services.

Section 8.2 Security and Emergency Response. The University shall provide for the Student Housing System campus police and on-site security services and customer service services. The Property Manager shall coordinate with and obtain approval from the Lessee and the University with respect to its responses prior to, during and after potential disasters, conflicts or emergency situations (in each instance as may be reasonably feasible given the circumstances), to minimize the risk of loss of life or property. The Property Manager, in collaboration with the University, shall develop a continuity of operations plan to be utilized in the event of an emergency. Such plan shall be reviewed and approved by the Property Manager, Lessee and University annually. Such plan will include plans for relocation of Residents for emergency or temporary housing, adequate on-call services to minimize and protect assets from actual or potential damage, and an emergency notification plan for all of the Property Manager's personnel and all of the University's personnel responsible for the same under this Agreement. Each Party shall designate emergency points of contact from time to time by written notice to the other Parties, or pursuant to revisions and updates to the continuity of operations plan promulgated to the Property Manager and the University. All such points of contact (or reasonable temporary substitutions therefor) shall be available twenty-four

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(24) hours, seven (7) days a week. The provision of security services and implementation of other security measures by any Party hereunder is not guaranteed to deter criminal activity, and no Party shall be liable to the other Parties or any other Person by reason of the criminal activities of any third party.

Section 8.3 Cooperation with University for Residence Life Services. The Lessee and the Property Manager acknowledge that the University shall be responsible for administering and managing the residence life services and activities for Residents of the Student Housing System, including, without limitation, the resident assistant and other professional residence life staff for the Student Housing System. The Lessee and the Property Manager shall cooperate at all times with the University for the seamless and orderly performance of the University's responsibilities regarding residence life services and activities.

Section 8.4 Employment of Personnel. Subject to the requirements of the Transaction Documents, the Property Manager shall hire, pay, supervise and discharge, as appropriate, all employees, contractors, subcontractors or others necessary for the performance of its obligations under this Agreement. All such personnel shall be the employees or independent contractors of the Property Manager and not of the Lessee or the University. The Property Manager shall remove the on-site property manager from the campus upon request by the Lessee or the University. All matters pertaining to the employment of such employees or independent contractors shall be the sole responsibility of the Property Manager, and the Lessee shall bear absolutely no responsibility or liability therefor. The Property Manager shall fully comply with all applicable laws concerning worker's compensation, social security, unemployment, tax withholding and reporting, hours of labor, wages, working conditions and all other laws affecting or respecting the employment of such employees or independent contractors. The Property Manager shall have no authority to enter into any employment contract that purports to be on behalf of the Lessee, or that otherwise obligates the Lessee in any respect. The Property Manager shall require that employees or independent contractors performing any services relating to the Student Housing System be subject to a satisfactory background or security check performed by the Property Manager. The Lessee and the University reserve the right from time to time and at any time to require additional background or security checks performed by the Property Manager be paid as an Expense. Upon at least three (3) business days prior written notice, the Property Manager shall provide the Lessee or the University with a current roster of all employees and contractors with access to the University's campus. All costs of such background or security checks shall be Expenses. The Property Manager shall pay, as an Expense and in accordance with the Annual Budget, all costs of its employees or independent contractors performing services at or in respect to the Student Housing System, including, without limitation, salaries, wages and other compensation and fringe benefits. Such costs shall include reasonably allocated costs of those employees of the Property Manager who perform work related to the Student Housing System but who are not devoted full-time to the Student Housing System.

Section 8.5 Information Technology. The Property Manager acknowledges that the University shall be responsible for providing information technology services to integrate the technical infrastructure of the Student Housing System with the systems of the University and technical support service to Residents of the Student Housing System consistent with the scope of technical support services that the University provides to students living on-campus as of the Effective Date; provided that the Lessee and the Property Manager shall cooperate at all times with the University in the University's performance of its information technology services responsibilities under this Section.

Section 8.6 Compliance with Applicable Laws. The Property Manager shall take such actions as may be necessary to abide by all applicable laws. The Property Manager shall also take such actions as may be necessary to assure full compliance by Residents with all such applicable laws; provided, however, that Property Manager shall have no liability whatsoever for failure by Residents to comply with applicable laws. The Property Manager shall, with all due diligence reasonably possible under the circumstances, eliminate or discontinue any use or condition to the extent any use or condition exists at the

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Student Housing System that violates any applicable laws or that void or would void any policy of insurance covering the Student Housing System or render any loss incapable of collection thereunder. Unless otherwise directed by the Lessee, the Property Manager shall have the right to contest any alleged violation of applicable laws and to postpone compliance pending the determination of such contest, provided such postponed compliance does not subject the Lessee or the Property Manager or the University or any of their respective agents, contractors or employees to criminal liability or subject the Student Housing System or any part thereof to condemnation as a result of such contest.

Section 8.7 Permits and Approvals. The Property Manager shall be responsible for obtaining and maintaining any and all licenses, certificates, permits or approvals applicable to the Student Housing System that may be required by any Applicable Laws to operate the Student Housing System. The Property Manager's responsibilities will include, but are not limited to, preparing and submitting the applications and associated exhibits for such licenses, certificates, permits or approvals, and meeting with licensing personnel. Any and all such licenses, certificates, permits or approvals shall be obtained in the name of the Property Manager, the University, and/or the Student Housing System. Any expenses that Property Manager incurs in obtaining and maintaining such licenses, certificates, permits or approvals shall be Expenses.

Section 8.8 Tax Returns. The Property Manager shall file in a timely manner tax returns, if applicable, for all real property, personal property, and other taxes related to the Student Housing System (other than the income tax returns or filings relating to the non-profit status of the Lessee or the University). The Property Manager shall be responsible for the payment of all taxes related to the business of managing and operating the Property, including all social security, unemployment and other payroll and withholding taxes on the salaries of its own employees and agents engaged or employed at or in connection with the Student Housing System, and the costs thereof shall be Expenses. The Property Manager will review the appropriateness of any and all taxes, and unless otherwise directed by the Lessee, may institute appropriate protests or challenges to the taxes and, take such other appropriate steps as it deems necessary or appropriate with respect thereto, including the retention of a property tax consultant (the costs of whom shall be Expenses) to assist it in determining whether to make any such challenge and the likelihood of such challenge being successful. The Property Manager is not entitled to and shall not take any federal tax position that is inconsistent with being a service provider to Lessee with respect to the Student Housing System. For example, the Property Manager shall not take depreciation or amortization deductions, investment tax credits or deduction for payment as rent with respect to the Student Housing System.

Section 8.9 Environmental Contamination. The Parties shall abide by and comply with the terms and conditions of the Lease (including any provisions relating to Hazardous Materials as defined under the Lease).

Section 8.10 Limitations on Property Manager's Actions and Authority. Notwithstanding the authority granted to the Property Manager in any provision of this Agreement, the Property Manager shall not do any of the following without the prior written consent of the Lessee and the University in each instance:

(a) Enter into any contract that is not cancelable by the Lessee or the Property Manager on thirty (30) days' notice, without penalty;

(b) Enter into any contract or group or series of related contracts, which, in the aggregate, call for total payments in excess of $_____, exclusive of contracts or agreements to provide utility services;

(c) Institute any legal action without Lessee's consent;

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(d) Expend or commit any funds other than as allowed hereunder or otherwise approved by the Lessee;

(e) Execute and deed, note, mortgage or security agreement binding on the Lessee or the Student Housing System;

(f) Commit or allow any act or omission, which results in the creation or perfection of any lien or encumbrance on the Student Housing System;

(g) Incur material costs or expenses in excess of or not contemplated by the then-applicable Annual Budget; or

(h) Enter into any Resident Contracts or other contracts on behalf of the Lessee that would obligate the Lessee for any liability beyond its interest in the Student Housing System.

ARTICLE IX
INSURANCE AND LIABILITY

Section 9.1 Insurance. The Property Manager shall be responsible for procuring, maintaining, and timely paying (or ensuring the timely payment of) all premiums for the insurance coverages required to be carried by the Lessee under the Transaction Documents (consistent with all requirements of the Transaction Documents), and any additional insurance coverages approved or required by the Lessee. The Property Manager shall also be responsible for procuring, maintaining, and timely paying (or ensuring the timely payment of) all premiums for its own insurance coverages consistent with the insurance requirements attached hereto as **Exhibit A**, and any additional insurance coverages approved or required by the Lessee. The Property Manager shall review the insurance coverages of both the Lessee and the Property Manager on an annual basis and shall recommend any advisable changes to the Lessee. All insurance premiums paid by the Property Manager under this Section shall be Expenses (excepting any corporate-wide policies of the Property Manager). Notwithstanding the foregoing, Lessee shall bear the risk of loss upon damage or destruction of the Student Housing System except to the extent caused by the Property Manager's (or its agents, affiliates, subcontractors or employees) gross negligence, willful misconduct, or failure to comply with the requirements of this Agreement. Additionally, in the event that the University is able to procure any such insurance at a cost savings to the Student Housing System, the cost of such insurance shall be reimbursed to the University from the Operating Account.

Section 9.2 Property Manager Indemnification. Subject to the waivers contained in Section 9.5 below, the Property Manager hereby agrees to indemnify, defend and hold harmless the Lessee, the University and their respective officers, directors, agents and employees from and against any and all claims, demands, actions, suits, liabilities, damages, costs and expenses (including court costs and reasonable legal fees) (collectively, "**Claims**") asserted against or sustained by such Persons that are caused by the negligence, misconduct, or failure to comply with the requirements of this Agreement of Property Manager or its agents, affiliates, subcontractors or employees, excluding Claims caused by the gross negligence and willful misconduct of Lessee, the University, or their respective agents or employees.

Section 9.3 Lessee Indemnification. Subject to the waivers contained in Section 9.5 below, the Lessee hereby agrees to indemnify, defend and hold harmless the Property Manager and its officers, directors and employees from and against any and all Claims asserted against or sustained by such Persons that are caused by the negligent or willful acts of the Lessee or its agents or employees, excluding Claims caused by the negligence and willful misconduct of Property Manager or its agents or employees.

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Section 9.4 Waiver of Subrogation. All covenants, stipulations, promises, agreements and obligations of Lessee and Lessee Parent contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of Lessee and Lessee Parent only and not of any member, director, officer, employee or agent of Lessee or Lessee Parent in his or her individual capacity, and no recourse shall be had for any pecuniary liability or for any claim based hereunder for any reason whatsoever against any such member, director, officer, employee or agent. Notwithstanding any other provision of this Agreement to the contrary, to the extent permitted by law, the Lessee and the Property Manager agree that in the event that the Student Housing System or the contents thereof are damaged or destroyed, each Party hereto waives its rights, if any, against the other Parties with respect to such damage or destruction to the extent such damage or destruction is covered under the property insurance policies of the Party waiving such rights. To the extent permitted by law, all policies of fire and/or extended coverage or other insurance covering the Student Housing System or the contents thereof obtained by either Party shall contain a clause or endorsement providing in substance that (a) such insurance shall not be prejudiced if the insureds thereunder have waived in whole or in part the right of recovery from any person or persons prior to the date and time of loss or damage, if any, and (b) the insurer waives any rights of subrogation against the Property Manager (in the case of the Lessee's insurance policy) or the Lessee (in the case of Property Manager's insurance policy), as the case may be.

Section 9.5 Limitations of Liability. Notwithstanding anything in this Agreement to the contrary, no individual director, officer, member, agent or employee of any Party shall be personally liable for or shall suffer personal liability to the other Party or any of such Party's agents, contractors or employees, for any act or omission of such Party or such Party's agents, contractors or employees under this Agreement. Any claim or demand for indemnification made against a Party pursuant to and in accordance with this Agreement shall be and is deemed to be a claim solely against the Party itself, as the case may be, without recourse to, or obligation or liability of, any director, officer, member, agent or employee thereof. NOTWITHSTANDING ANY PROVISION SET FORTH HEREIN TO THE CONTRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANOTHER PARTY UNDER ANY PROVISION OF THIS AGREEMENT OR OTHERWISE FOR LOST OR PROSPECTIVE PROFITS, OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM SUCH PARTY'S OWN, SOLE OR CONCURRENT NEGLIGENCE OR THE NEGLIGENCE OF ITS AFFILIATES OR RELATED PARTIES, INCLUDING CLAIMS OF THE OTHER PARTY ARISING OUT OF THIRD PARTY CLAIMS.

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ARTICLE X
COMPENSATION OF PROPERTY MANAGER; COMPLIANCE WITH IRS MANAGEMENT CONTRACT GUIDELINES

Section 10.1 Management Compensation. Subject to the terms and provisions hereof, Property Manager's compensation for management of the Student Housing System shall be a fee (the "Property Management Fee") equal to the sum of (a) the Property Management Base Fee, and (b) the "Property Management Performance Incentive Fee, which shall consist of three separate components. Upon the commencement or termination of this Agreement on a day other than the last day of the calendar month, the Property Management Fee shall be prorated on a per diem basis for the days in which this Agreement was in effect and in that circumstance, the initial or final monthly Property Management Fee shall be based on the total income for the last normal month prior to commencement or termination of this Agreement. In compensation for the performance of its duties under this Agreement, the Property Manager shall be paid the following Property Management Fee:

(a) A property management base fee being a fee equal to _____ percent (_.0%) of the Gross Revenues in any Annual Period determined on a cumulative basis (unless any such Annual Period shall be shortened as a consequence of the termination or expiration of this Agreement) (the "**Property Management Base Fee**"). Subject to adjustment on an annualized basis as hereinabove set forth, the Property Management Base Fee will be calculated at the end of each monthly accounting period based on the General Revenues for that month, and will be due and payable on the 10th day of the following month as an Expense attributable to that monthly accounting period; and

(b) A property management performance incentive fee, which shall consist of three components as described and calculated pursuant to the provisions of **Exhibit D** to this Agreement (the "**Property Management Performance Incentive Fee**"). The Property Management Performance Incentive Fee shall be calculated using the Key Performance Indicator ratings that the Property Manager achieves for each Annual Period as provided on **Exhibit D** to this Agreement, and shall be based on the General Revenues for such Annual Period as disclosed in the Audited Financial Statements for such Annual Period. Subject to the Transaction Documents, for each Annual Period, the separate Property Management Performance Incentive Fee components shall be payable to the Property Manager within thirty (30) days after (i) receipt of the Audited Financial Statements for such Annual Period, (ii) completion of the applicable requirements for each component of the Property Management Performance Incentive Fee as set forth on **Exhibit D** to this Agreement, and (iii) the Property Manager's certification to the Lessee and the University that, based upon the Key Performance Indicator ratings that the Property Manager achieved for such Annual Period, the Property Management Performance Incentive Fee components calculated pursuant to **Exhibit D** to this Agreement have been earned by the Property Manager for such Annual Period. Notwithstanding anything contained in this Agreement to the contrary, during the Annual Periods ending June 30, 2026 and June 30, 2027, the Property Management Performance Incentive Fee shall not be applicable.

In addition to the compensation described above, the Property Manager shall be paid as an Expense:

(i) any labor and overhead costs incurred by Property Manager, to the extent the same are conspicuously disclosed and approved in the Annual Budget, for (i) managing and supervising the delivery of any future capital improvements with respect to the Student Housing System, as described in Section 3.7 hereof; or (ii) providing any other services with respect to the Student Housing System requested by the Lessee but not otherwise required to be provided by the Property Manager pursuant to this Agreement.

(ii) all of its general overhead expenses (but only to the extent the same are conspicuously disclosed and approved in the Annual Budget), payroll and general administrative expenses of any on-site employees of the Property Manager providing services under this Agreement and any other expenses incurred by the Property Manager which constitute an "Expense" and included in the Annual Budget.

Subject to any restrictions or limitations contained in the Transaction Documents, the Property Manager shall be entitled to pay itself the Property Management Fees and Expenses payable to the Property Manager as and when such fees are due and payable or such Expenses incurred.

In the event that there is any shortfall in available funds necessary to pay any Property Management Fees when due, such Property Management Fees shall accrue interest at _% per annum, and payments of such unpaid fees shall be paid when there are available funds starting with the oldest such fee unpaid and continuing with the next older such fee paid until paid in full. Notwithstanding any insufficiency of funds,

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any deferred Property Management Fees and accrued interest thereon shall be due and payable on the fifth anniversary of its initial due date. Accrued interest on unpaid Property Management Fees shall constitute an Expense.

Section 10.2 Threat to Lessee's Tax-Exempt Status; Compliance with IRS Management Contract Guidelines; No Inconsistent Tax Position.

(a) If Lessee or its representative makes a reasonable determination that one or more terms of this Agreement threaten either (i) Lessee's status as an organization described in Section 501(c)(3) of the Code and exempt from federal income tax under Section 501(a) of the Code; or (ii) compliance by this Agreement with the safe harbor conditions under which a management contract does not result in private business of property financed with tax exempt bonds under Section 141(b) of the Code as set forth in IRS Rev. Proc. 2017-13 or any successor federal guidance, then the Parties agree to renegotiate the problematic terms of this Agreement. If agreeable renegotiated terms cannot be reached within thirty (30) days of the Lessee providing the Property Manager with notice and an explanation of its determination pursuant to this Section 10.2, then either Party may terminate this Agreement without breach or further liability to the other Party, with 30 days' prior written notice to the other Party.

(b) It is the intention of the Parties for this Agreement to comply with the management contract guidelines set forth in IRS Rev. Proc. 2017-13. The Property Manager agrees that it will not take any tax position that is inconsistent with being a service provider to the Lessee with respect to the services described in this Agreement. Without limiting the foregoing, the Property Manager agrees it will not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to any of the Lessee's or the University's property.

ARTICLE XI
TERM

Section 11.1 Term of Agreement. The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall expire on June 30, 20__, and continuing thereafter for successive [one (1) year] terms beginning on July 1, 20__ and ending on the next succeeding June 30, unless on or before one hundred and twenty (120) days prior to the expiration of any such period or any extension thereof, either the Lessee (independently or at the request of the University) or the Property Manager shall notify the other in writing that it elects to terminate this Agreement, in which case this Agreement shall be thereby terminated on the last day of such period. Notwithstanding the foregoing, in no event shall the Term exceed the Term of the Lease. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

Section 11.2 Termination by Lessee. The Lessee shall have the right to terminate this Agreement by written notice to the Property Manager (effective as of the date specified in such notice) if: (a) the Lease expires or earlier terminates; (b) the Lessee provides not less than six (6) months prior written notice to the Property Manager of its election to terminate this Agreement for convenience; (c) the Lessee is obligated to remove or replace the Property Manager under the Transaction Documents; (d) the Property Manager materially defaults under the terms of this Agreement, and such default continues uncured for a period of thirty (30) days following its receipt of written notice from the Lessee, or, if such default will reasonably take longer than thirty (30) days to cure, such additional period as is reasonable under the circumstances provided that the Property Manager promptly commences the cure within such thirty (30) day period and thereafter diligently and continuously prosecutes such cure to completion (subject to a maximum cure duration of 60 days); (e) if a court having jurisdiction over the Property Manager shall (i) enter a decree or order for relief in respect of the Property Manager in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy,

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insolvency or other similar law, and such decree or order remains undismissed and unstayed for ninety (90) days or more, or (ii) appoint a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of the Property Manager or for any substantial part of its property, or for the winding-up or liquidation of its affairs, and such appointment remains undismissed and unstayed for ninety (90) days or more; (f) if the Property Manager shall (i) commence a voluntary case or action under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy insolvency or other similar law, or (ii) consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Property Manager or for any substantial part of its property, or (iii) make any assignment for the benefit of creditors, or (iv) fail generally to pay its debts as such debts become due, or take action in furtherance of any of the foregoing; (g) Property Manager, or its employees, or agents commits fraud or other malfeasance, including, without limitation, the intentional commission of (or omission leading to) a material default under this Agreement by Property Manager or its employees or agents, or the commission of criminal acts or the threat of criminal acts on the part of Property Manager or its employees or agents; or (h) Developer defaults under the terms of the Development Agreement, and such default continues past any applicable cure period. As used in this Agreement, the term "**Termination for Cause**" shall include a termination of this Agreement under Subsections 11.2(a), (c), (d), (e), (f) or (g) of this Agreement. As used in this Agreement, the term "**Termination for Convenience**" shall include a termination of this Agreement under Subsections 11.2(b) of this Agreement.

Section 11.3 Termination by Property Manager. This Agreement may be terminated by the Property Manager at any time during the Term hereof upon not less than one (1) year prior written notice to the Lessee. Any such termination shall be effective only at the end of an Annual Period.

Section 11.4 Compensation Upon Termination. In the event of a Termination for Cause or a voluntary termination of this Agreement by the Property Manager pursuant to the terms of Section 11.3 above, the Property Manager shall not be entitled to receive any consideration, compensation, payment or damages except the Property Management Fees earned and Expenses incurred until the effective date of termination (offset by any losses and other damages suffered by the Lessee as a result of any Property Manager's breach of this Agreement). In the event of a Termination for Convenience, Lessee shall pay an early termination fee to the Property Manager in the following applicable amount:

(a) If the Termination for Convenience occurs within the first four (4) years of the Term, an amount equal to two times the total amount of the annual Property Management Base Fee, the annual Property Management Performance Incentive fee, any outstanding Property Management Fee and Property Management Performance Incentive Fees already earned by Property Manager, and any expenses incurred by Property Manager incurred by Property Manager that constitute Expenses no later than thirty (30) days following the date of such termination; or

(b) If the Termination for Convenience occurs after the fourth (4^{th}) year of the Term, an amount equal to one and one-half times the total amount of the Property Management Base Fee and Property Management Performance Incentive Fee for the previous Fiscal Year.

The terms of this Section shall survive the expiration or earlier termination of this Agreement.

Section 11.5 Duties Upon Termination or Expiration. On the effective date of a termination or expiration of this Agreement, the Property Manager shall promptly deliver to the Lessee any and all of Lessee's funds held by the Property Manager with respect to the Student Housing System. The Property Manager shall also deliver to the Lessee any funds received by Property Manager after the date of termination or expiration that relate to the operation of the Student Housing System. The Lessee shall be liable for the obligations of any Service Contract or outstanding bill properly executed or properly incurred

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by the Property Manager under this Agreement, and the Property Manager shall have no liability therefor. Nothing contained herein shall be construed to imply any obligation on the part of the Lessee with respect to any liabilities incurred by the Property Manager in violation of this Agreement. All materials, supplies, keys, Resident Contracts, Service Contracts, other documents, insurance policies, plans, specifications, permits, licenses, promotional materials and such other papers and records (including general correspondence) that pertain to this Agreement, the operations of the Student Housing System or the performance of the Property Manager's duties hereunder shall be delivered to the Lessee or the new Property Manager, as directed by the Lessee, promptly after the effective date of a termination or expiration of this Agreement. The Property Manager shall assign any rights the Property Manager may have in and to any existing Service Contracts relating to the operation and maintenance of the Student Housing System as the Lessee shall desire or require. The Property Manager shall deliver to the Lessee a final accounting (prepared in accordance with the provisions of this Agreement) of the Student Housing System up to and including the effective date of the termination or expiration within sixty (60) days after such effective date of termination or expiration. No further services shall be performed by the Property Manager under this Agreement after the effective date of a termination or expiration, except that the Property Manager shall cooperate in good faith to accomplish an orderly transfer of the operation and management of the Student Housing System to the Lessee and the University or to any replacement property manager designated by the Lessee. The terms of this Section shall survive the expiration or earlier termination of this Agreement. All of Property Manager's reasonable costs to perform its duties under this Section shall be Expenses.

ARTICLE XII
MISCELLANEOUS

Section 12.1 No Joint Venture. Nothing contained in this Agreement will make, or shall be construed to make, the Parties hereto partners or joint venturers with each other, joint owners of any property or joint stockholders in any enterprise or create, or be construed to create, any other similar relationship or arrangement or agency relationship between the Parties, and any implication to the contrary is hereby expressly disavowed, it being understood and agreed that the only relationship between the Parties under this Agreement is that of independent parties, each acting in its own best interests. Nothing in this Agreement will render, or be construed to render, any Party hereto liable to any third party for the debts or obligations of the other Party hereto. The Parties acknowledge and agree that (a) the officers, shareholders, partners, members or employees of the Property Manager have no voting power as it relates to the University or the Lessee, and (b) the chief executive officer (or equivalent executive) of the Property Manager is not a member of the governing body of the University or the Lessee or of any related party within the meaning of Treas. Reg. Section 1.150-1(b).

Section 12.2 Remedies Cumulative; No Waiver. The specified remedies to which each Party may resort under the terms of this Agreement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which such Party may be lawfully entitled in case of any breach or threatened breach by the other Party of this Agreement. The failure of any Party to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or a relinquishment of such Party's right to the future performance of any such terms, covenants, or conditions, but the obligations of the other Party with respect to such future performance shall continue in full force and effect. No waiver by a Party of any provisions of this Agreement or the other Operative Agreements shall be deemed to have been made unless expressed in a writing signed by an authorized representative of such Party.

Section 12.3 Notices. Whenever a Party is required or shall desire to give or serve upon any Party any notice, demand, order, direction, determination, requirement, consent or approval, request or other communication with respect to this Agreement, such notice, demand, order, direction, determination,

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requirement, consent or approval, request or other communication shall be in writing and shall not be effective for any purpose unless same shall be given or served as provided herein and addressed as follows:

If to the Lessee:

Collegiate Housing Foundation - Bowling Green L.L.C.
c/o Collegiate Housing Foundation
409 Johnson Avenue
Fairhope, AL 36532
Attention: President
Telephone: (251) 928-9340
Facsimile: (251) 928-9342

With copies to:

Maynard Nexsen PC
1901 6th Avenue North
Suite 1700
Birmingham, Alabama 35203
Attention: Barry A. Staples
Telephone: (205) 254-1000
Facsimile: (205) 254-1999

If to the Property Manager:

INWOOD MANAGEMENT
c/o Gilbane Development Company
7 Jackson Walkway
Providence, RI 02903
Attention: Matthew Lawrence, Senior Vice President

With copies to:

Gilbane Development Company
7 Jackson Walkway
Providence, RI 02903
Attention: Molly Stolmeier, General Counsel

If to the University:

Western Kentucky University
_____
_____
Attention:

With copies to:

_____
_____
_____
Attention:

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or at such other address or addresses as a Party may from time to time designate by notice given by certified mail. Every notice, demand, order, direction, determination, requirement, consent or approval, request, or communication hereunder shall be (a) personally served, (b) sent by recognized overnight delivery service or (c) sent by e-mail, provided that notice by e-mail shall be promptly supplemented by delivery of notice as provided in (b) above. Any such notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication shall be deemed to have been delivered only on the date of the receipt of such delivery or transmission provided by (a) or (b) above at the address set forth above (or such other address designated pursuant hereto).

Section 12.4 Headings or Titles. The brief headings or titles preceding each Section are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this Agreement.

Section 12.5 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original of equal dignity with the other, and each of which is deemed one and the same instrument as the others.

Section 12.6 No Reliance. Each Party has entered into this Agreement upon the advice of advisors of its own choosing, and each Party warrants and represents that it is not relying on any statement or advice of or from the other Parties or any advisor of the other Parties except as set forth expressly in this Agreement. Each Party is entering into this Agreement freely and voluntarily and each desires to be bound by this Agreement. Each Party has been fully informed of the terms, conditions and effects of this Agreement.

Section 12.7 Statement of Non-Discrimination. The Property Manager agrees that the Property Manager, any contractor or subcontractor, and any person acting on behalf of the Property Manager, any contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform its obligations under this Agreement. The Property Manager further agrees that the Property Manager, any contractor or subcontractor, and any person acting on behalf of the Property Manager or any contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the obligations under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

Section 12.8 Force Majeure. If either the Property Manager, University or Lessee is unable to perform any part of its obligations under this Agreement by reason of force majeure, the Party will be excused from its obligations, to the extent that its performance is temporarily prevented by force majeure, for the duration of the event. The Party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Agreement. The term "force majeure" means without limitation: acts of God, including, without limitation, pandemics, epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, or any other severe weather; explosions; restraint of government and people; war; strikes (not specific to the claiming party or its affiliates); and other like events; or any other cause that could not be reasonably foreseen in the exercised of ordinary care, and that is beyond the reasonable control of the Party.

Section 12.9 Workplace Policies and Procedures. The Property Manager shall comply with all applicable federal, state and local laws and University and Lessee published policies regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the services under this Agreement purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

Section 12.10 FERPA Compliance. The Property Manager understands that it may, pursuant to the Operative Agreements, generate or otherwise be in possession of confidential education records regarding the University's students, and that these records are protected by federal law including, inter alia, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.5.C.A. 1232g. The Property Manager further understands that it may not share or disclose these education records with any Party other than the University, without both the University's and the relevant student's consent.

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Section 12.11 Americans with Disabilities Act. The University and Lessee encourage compliance with the Americans with Disabilities Act as amended (ADA-AA) and other applicable State of Michigan and Federal standards such as the Rehabilitation Act of 1973 regarding accessibility and disability. The University's and the Lessee's goal is to ensure that products and services are functionally accessible to individuals with disabilities. Compliance means that a person with a disability can acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability, in an equally effective and integrated manner, with substantially equivalent ease of use.

Section 12.12 Expectation of Equal Employment Opportunities. The Property Manager, in submitting a proposal and/or filling a purchase order, agrees not to discriminate against any employee or applicant for employment with respect to hiring and tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because or race, color, religion, gender, age, sexual orientation, national origin, disability, or identity as a disabled veteran or veteran of the Vietnam era to the extent required by law. The Property Manager must further agree that every subcontract or order given for the supplying of this order will contain a provision requiring nondiscrimination in employment, as herein specified. This covenant is required pursuant to Federal executive orders 11246 and 11375 and any breach thereof may be regarded as a material breach of the contract or purchase order. Additionally, the Property Manager must comply with the following:

(a) The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. 2000e et seq., which prohibits discrimination in employment because of race, color, religion, sex or national origin.

(b) The Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq. and 45 C.F.R. 84.3(J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified individuals with disabilities in the access to or participation in federally-funded services or employment.

(c) The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination based upon age.

(d) The Equal Pay Act of 1963, as amended, 29 U.S.C. 206, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

Section 12.13 Entire Agreement. This Agreement embodies the entire agreement among the Parties regarding the terms of this Agreement. There are no understandings or agreements, verbal or otherwise, among the Parties regarding the terms of this Agreement.

Section 12.14 Governing Law; Venue. This Agreement and the actions of the Parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky (excluding conflict of law principles). Venue for any actions brought under this Agreement shall be laid exclusively in a court of competent jurisdiction in Warren County, Kentucky and each party hereto consents to the jurisdiction and venue of such court and further agrees that service of process for any such action may be properly and completely made upon each party at the address provided for notices under this Agreement.

Section 12.15 Severability. If any term or provision of this Agreement, or the application of the term or provision to any Person or circumstance is, to any extent, invalid or unenforceable in any jurisdiction, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the Parties as contained herein, the remainder of this Agreement, or the application of the term or provision to Persons or circumstances other than those as to which the term or provision is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, and each remaining term or

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provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law. To the extent permitted by Applicable Law, the Parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Section 12.16 Binding Effect. Each of the provisions of this Agreement shall apply to, extend to, be binding upon and inure to the benefit or detriment of the Parties. The Property Manager may not assign its rights and obligations hereunder without the prior written consent of Lessee and the University, to be granted or withheld by the Lessee **and the University** in **their** sole discretion. The foregoing shall not impair the Property Manager's right to delegate its responsibilities hereunder or to enter into Service Contracts hereunder.

Section 12.17 No Individual Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any individual **director, member,** officer, official, agent, employee or representative of a Party, in his or her individual or official capacity and none of such persons shall be subject to any personal liability or accountability by reason of such person's execution of this Agreement, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise. The provisions of this Section shall survive indefinitely, notwithstanding the expiration or early termination of this Agreement.

Section 12.18 Amendment. This Agreement may be amended at any time by mutual agreement of the Parties but only by the execution of a writing signed by a duly authorized representative of each of the respective Parties hereto.

Section 12.19 Further Assurances. At any time or times after the Effective Date, each Party shall execute, have acknowledged and deliver to the other Party any instruments, and take any other actions, as may be necessary to effectuate the transaction described herein.

Section 12.20 Business Days. If the due date for any payment required under this Agreement by any Party falls on a day that is not a Business Day, such payment shall be due on the next Business Day following such due date.

Section 12.21 Time of the Essence. Time is of the essence to each and every provision of this Agreement.

Section 12.22 Recitals. The Recitals set forth above are hereby incorporated by this reference and shall be deemed terms and provisions hereof.

Section 12.23 Nature of University Participation in Agreement. The Property Manager and the Lessee agree and acknowledge that (a) the University's execution of and participation under this Agreement is for the purposes of delineation of the University's operation, management, and maintenance responsibilities with respect to the Student Housing System, and otherwise for the benefit of the University and the Lessee; and (b) (without limiting any Lessee right under the Lease) if the University fails to perform any of its obligations under this Agreement, then the Property Manager's sole recourse under this Agreement shall be relief from any obligation of the Property Manager to the extent and for so long as the Property Manager's ability to satisfy such obligation is impacted by the aforementioned failure of the University.

Section 12.24 Electronic Signatures. This Agreement may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("PDF")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between

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them. The exchange and delivery of this Agreement and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[Signature Pages Follow.]

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IN WITNESS WHEREOF, the Parties hereto (by their duly authorized officers) have executed this Agreement as of the date first written above.

LESSEE:

COLLEGIATE HOUSING FOUNDATION - BOWLING GREEN, L.L.C., an Alabama limited liability company

By: Collegiate Housing Foundation, doing business in Kentucky as Collegiate Housing Foundation, Inc., an Alabama nonprofit corporation
Its: Sole Member

By:_____

Its:_____

PROPERTY MANAGER:

WGB PROPERTY MANAGEMENT LLC,
a Delaware limited liability company
doing business as INWOOD MANAGEMENT

By: _____
Name: Russell W. Broderick
Title: Authorized Signatory

UNIVERSITY:

WESTERN KENTUCKY UNIVERSITY

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

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EXHIBIT A

Insurance Requirements

1. The Property Manager must procure and maintain the following insurance coverages throughout the term of this Agreement. Such insurance shall be procured and maintained as an Expense of the Project.

(a) Commercial General Liability insurance including premises and operations, product liability, completed operations liability, contractual liability, personal and advertising liability, abuse and molestation liability and broad form property damage liability with minimum limits of $1,000,000 each occurrence for bodily injury and property damage, $2,000,000 aggregate.

(b) Automobile Liability insurance for all owned (if any), non-owned and hired vehicles operated or used by the Property Manager with minimum combined single limits of $1,000,000 each occurrence for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability insurance with statutory workers' compensation coverage and Employer's Liability limits of no less than $1,000,000 per accident for bodily injury and $1,000,000 for bodily injury by disease.

(d) Excess/Umbrella Liability insurance with $10,000,000 limits. Providing coverage over the underlying Commercial General Liability, Automobile Liability, and Employer's Liability policies required by Sections 1(a), (b) and (c) above.

(e) Fidelity Bond/Commercial Crime insurance with minimum limits of $1,000,000 per claim including coverage for employee theft, theft of client property, computer fraud, funds transfer fraud, and social engineering fraud.

(f) Employment Practices Liability coverage, including third party or non-employment discrimination in an amount not less than $1,000,000 per claim.

(g) Property Manager's Professional Liability coverage in an amount not less than $1,000,000 per claim and in the aggregate.

(h) Cyber/Network Security Liability Insurance covering both third party and first party exposures including, but not limited to, privacy, network security, data breach/data loss, notification costs, regulatory response/regulatory defense, event management, media liability, business interruption and extra expense, systems failure, and ransomware/extortion.

(i) Western Kentucky University, Issuer, Trustee and Lessee must be named as an additional insured on the Commercial General Liability, Excess (Umbrella) Liability and Automobile Liability policies on a primary, non-contributory basis. To the extent permitted by law, a waiver of subrogation rights endorsement shall be provided under the aforementioned policies including Employer's Liability and excluding Professional Liability, Cyber Liability, Crime and Employment Practices Liability in favor of Western Kentucky University, Lessee, Issuer and Trustee. The Property Manager may be required to provide higher limited and/or additional lines of insurance such as Pollution Liability in accordance to the service provided.

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The Property Manager shall provide certificates of insurance including the required additional insured, primary and noncontributory, and waiver of subrogation rights endorsements and include at least the following information:

- The certificate(s) must name Western Kentucky University, Issuer, Trustee and Lessee as the Certificate Holder.

- The certificate(s) must indicate Western Kentucky University, Issuer, Trustee and Lessee and their respective officers, officials, employees, volunteers and agents as an additional insured on a primary and non-contributory basis on the commercial general liability, automobile liability, and excess/umbrella liability policies**.**

- In the description portion of the insurance certificate, project name and address shall be indicated.

- The cancellation portion of the certificate must state advance notice in accordance with the policy provisions (30 days except 10 days for non-payment) shall be provided to Western Kentucky University, Issuer, Trustee and Lessee.

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EXHIBIT B

Responsibility Matrix

[See attached.]

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EXHIBIT C

Annual Budgets for Period Beginning on Effective Date and ending on June 30, 2026 and Annual Period ending June 30, 2027

See attached.

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EXHIBIT D

Key Performance Indicators

Use of Key Performance Indicators. The Lessee, the Property Manager and the University acknowledge that the ongoing appropriate performance of the Student Housing System as student housing is dependent on the adherence by the Property Manager to the operating, maintenance, and satisfaction standards set forth in this Agreement. The Property Manager's performance shall be measured for each Annual Period according to three metrics (each a "Key Performance Indicator"), as follows: (1) resident satisfaction, (2) service order response and completion, and (3) facility inspection evaluations. The Property Manager shall be entitled to payment of an annual Property Management Performance Incentive Fee for attainment of each Key Performance Indicator as follows:[2]

1. PROPERTY MANAGEMENT PERFORMANCE INCENTIVE FEE METRIC: RESIDENT SATISFACTION COMPONENT

This component of the Property Management Performance Incentive Fee will be evaluated based on a Resident satisfaction survey. The Property Manager will engage a third party, such as "Benchworks by Elentra", to conduct an annual satisfaction survey of Residents based on the Residents' overall satisfaction with Student Housing System management in each Annual Period (the "Resident Satisfaction Survey"). The contents of the Resident Satisfaction Survey shall be approved in advance by the Lessee and the University. All Residents will receive a Resident Satisfaction Survey annually on or before _____ of each Annual Period, with the Resident Satisfaction Survey scores delivered to Lessee and the University no later than _____ of each Annual Period. The Resident Satisfaction Survey scores will be the basis for the payment of this Property Management Performance Incentive Fee component which component will entitle Property Manager to receive and annual potential payment of up to _____ percent (__%) of General Revenues for such Annual Period, as disclosed in the Audited Financial Statements for such Annual Period. The Property Management Performance Incentive Fee for an Annual Period shall be calculated as set forth in Figure 1 below and shall be based on the General Revenues for such Annual Period as disclosed in the Audited Financial Statements and the scores reflected in the Resident Satisfaction Survey for such Annual Period. If the Resident Satisfaction Survey shows that the Property Manager has earned a score of not less than 4.75 out of a maximum score of 7.0 in overall Resident satisfaction, Property Manager will earn 100% of this component of the Property Management Performance Incentive Fee. From there, this component of the Property Management Performance Incentive Fee will reduce on a scale as follows in Figure 1. In the event a different scale is used, the established metric will change proportionately with the new scale.

Annual Survey Score (Based on a 7-point maximum)	Percentage of Fee Earned/Awarded
4.75 Points or More	100%
4.00 – 4.74	75%
3.50 – 3.99	25%
3.49 and below	0%

[2] Discuss timing of payment.

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FIGURE 1

2. Property Management Performance Incentive Fee Metric: Service Order Responses and Completion Component

This component of the Property Management Performance Incentive Fee will be evaluated based on Property Manager's timely response to and completion of maintenance requests for an Annual Period. Each category of maintenance request (Emergency, Urgent, and Routine) has an individual listing of sample tasks and will have a required response and completion time associated with the category. Property Manager will track all requests through the Property Manager's software service order system for each Annual Period and will certify the results to Lessee and the University for each Annual Period within ___ days after completion of such Annual Period. This component of the Property Management Performance Incentive Fee will entitle Property Manager to receive, in addition to the payment set forth in Section l above, an annual potential payment of up to _____ percent (__%) of annual General Revenues for such Annual Period, as disclosed in the Audited Financial Statements for such Annual Period. Property Manager will earn and be awarded 100% of this component of the Property Management Performance Incentive Fee if Property Manager meets or exceeds the required response and completion times for 90% or more of the maintenance requests submitted for an Annual Period, on an aggregate category basis across the Student Housing System. If the Property Manager meets or exceeds the required response and completion times for less than 90% of the maintenance requests submitted for an Annual Period, this component of the Property Management Performance Incentive Fee will reduce on a scale as follows in **Figure 2.**

Percent of Meeting or Exceeding Required Completion Time	Percentage of Fee Earned/Awarded
90.0% or More	100%
80.0% - 89.9%	75%
70.0% - 79.9%	50%
60.0% - 69.9%	25%
Less than 60.0%	0%

FIGURE 2

3. Property Management Performance Incentive Fee Metric: Facility Inspection Evaluations Component

This component of the Property Management Performance Incentive Fee will be evaluated based on facility inspection evaluations of the Student Housing System for each Annual Period. Facility inspection evaluations shall be structured to follow the APPA standards. Solely for the purpose of determining this portion of the Property Management Performance Incentive Fee component, the benchmark performance shall be an overall rating of Level 2.75 or higher for an annual potential payment of up to one-third of one percent of General Revenues for an Annual Period, as disclosed in the Audited Financial Statements for such Annual Period. This component of the Property Management Performance Incentive Fee will reduce on a scale as follows in **Figure 3.**

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APPA Level	Percentage of Fee Earned/Awarded
2.75 or Higher	100%
2.76 – 2.99	60%
3.00 – 3.49	40%
3.5 or Lower	0%

FIGURE 3

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EXHIBIT E

Assumed Service Contracts

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DRAFT DATED 04/09/2026

GROUND LEASE AGREEMENT

between

WESTERN KENTUCKY UNIVERSITY,
as Lessor

and

COLLEGIATE HOUSING FOUNDATION - BOWLING GREEN, L.L.C.,
as Lessee

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EXHIBIT "A" LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT "B" LEGACY STUDENT HOUSING FACILITIES
EXHIBIT "C" SERIES 2026 IMPROVEMENTS
EXHIBIT "D" LEGAL DESCRIPTION OF PROPERTY TO BE ADDED

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GROUND LEASE AGREEMENT

This **GROUND LEASE AGREEMENT** (this "***Ground Lease***"), made and entered into as of this ____ day of _____, 2026, is between **WESTERN KENTUCKY UNIVERSITY** (the "***Lessor***"), and **COLLEGIATE HOUSING FOUNDATION - BOWLING GREEN, L.L.C.** (the "***Lessee***"), a limited liability company duly organized and validly existing under the laws of the State of Alabama.

W I T N E S S E T H:

WHEREAS, the Lessor is the owner of certain property (the "***Property***" as more specifically defined herein) located on its campus, as more particularly described in Exhibit "A" attached hereto, incorporated in and by this reference made a part hereof; and

WHEREAS, the Lessor owns the Student Housing System (as defined herein) and certain Student Housing Facilities (as defined herein), located on the Property as of the Commencement Date (as defined herein); and

WHEREAS, the Lessee desires to lease the Property from the Lessor, to acquire from the Lessor certain assets used in the operation of the Student Housing System, and to operate, maintain, and improve the Student Housing System in connection therewith for the Term (as defined herein) of this Ground Lease, all as hereinafter provided; and

WHEREAS, the Lessor desires (i) to lease the Property to the Lessee, and (ii) to transfer to the Lessee certain assets used in the operation of the Student Housing System for the purpose of operating, maintaining, and improving the Student Housing System for the use and benefit of Eligible Tenants (as defined herein); and

WHEREAS, the Kentucky Bond Development Corporation (the "***Issuer***") has determined to issue (i) its Student Housing Revenue Bonds, City of Bowling Green (Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project), Series 2026A, and (ii) its Student Housing Revenue Bonds, City of Bowling Green (Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project), Taxable Series 2026B (collectively, the ***"Series 2026 Bonds***"), under and pursuant to the terms of a Trust Indenture dated as of [May] 1, 2026 (the ***"Indenture" or Trust Indenture"***) between the Issuer and Wilmington Trust, N.A., as Trustee (the "***Trustee***"), and to lend the proceeds of the Series 2026 Bonds to the Lessee for the purpose of financing the costs of acquiring, operating, improving, renovating, expanding, and demolishing portions of the Student Housing System under and pursuant to the terms of a Loan Agreement of even date herewith between the Issuer and the Lessee; and

WHEREAS, the Lessor, the Lessee and the Issuer may agree to the subsequent issuance of Additional Bonds (as defined herein) by the Issuer, in order to finance Additional Housing Facilities (as defined herein) as and to the extent permitted by this Gound Lease and the Bond Documents (as defined herein); and

NOW, THEREFORE, in consideration of the premises, the rental to be paid hereunder, the mutual covenants and agreements herein set forth by each party to be kept and performed, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by each party hereto, the Lessor and the Lessee do hereby mutually covenant and agree as follows:

The Lessor does hereby let the Property to the Lessee, subject only to Permitted Encumbrances and the Reservations of Rights (each as defined herein), and the Lessee does hereby take and hire the Property

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from the Lessor, subject to all of such liens and encumbrances. Lessor and Lessee agree that the Student Housing Facilities (as defined herein) shall be held for the benefit of the Lessor and will not be rented to provide private residential housing to members of the public other than to Eligible Tenants.

TOGETHER WITH all appurtenances, rights, privileges, and easements benefiting, belonging, or pertaining thereto, and together with the buildings, structures, and improvements erected or to be erected thereon.

TO HAVE AND TO HOLD the Property for a term of years set forth herein unless this Ground Lease shall be sooner terminated as hereinafter provided.

This Ground Lease and all rights of the parties hereunder are expressly subject to the provisions as hereinafter set forth, all of which the parties hereto respectively agree to keep, abide by, and perform during the term hereof.

Section 1. Definitions. The following terms as used in this Ground Lease, shall have the following meanings, unless the context indicates otherwise:

"***Accountant***" means an independent certified public accountant or firm of independent certified public accountants retained by the Lessee.

"*Additional Bonds*" shall mean such taxable or tax-exempt bonds issued subsequent to the issuance of the Series 2026 Bonds pursuant to the terms of the Trust Indenture.

"***Additional Housing Facilities***" means (i) any subsequent expansion of the Student Housing System and any Student Housing Facilities and associated site development and related amenities and improvements other than the Legacy Student Housing Facilities and the Series 2026 Improvements; (ii) any demolition or retirement of Student Housing Facilities other than the Series 2026 Improvements; (iii) any other change to the dimensions, character, quantity, quality, description, location, or position of any part of the Student Housing System other than changes in the ordinary course of operation and maintenance of the Student Housing System; or (iv) major renovations of the Student Housing Facilities.

"***Annual Budget***" means the line-item operation and capital budget for the Student Housing Facilities for each Annual Period developed by the Lessee and approved by the Lessor in accordance with Section 16 hereof.

"***Annual Period***" means the twelve (12) month period commencing on July 1 of each calendar year and ending on June 30 of the immediately succeeding calendar year.

"***Architect***" means with regard to the design of the Series 2026 Improvements, Mackey Mitchell Architects, P.C., a Missouri professional corporation, and its successors and assigns, or with regard to the design of any Additional Housing Facilities, such architect engaged by Lessee for such design work with Lessor's written approval.

"***Architect's Agreement***" means, as to the Series 2026 Improvements, that certain Agreement dated as of _____, 20__, between the Developer, as design/builder, and the Architect, pursuant to which the Architect has agreed to provide certain architectural and engineering services in connection with the construction of the Series 2026 Improvements, and any amendments thereof and/or supplements thereto and any subsequent agreements with one or more architects for the design of any Additional Housing Facilities, which agreements are approved in writing by Lessor.

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"***Assigned Agreements***" means, collectively, the Development Agreement, the Construction Contract and the Architect's Agreement.

"***Assignments of Agreements and Documents***" means the various collateral Assignments of the Assigned Agreements executed by the Lessee or Developer in favor of the Trustee.

"***Bond Documents***" means any documents executed by the Lessee and/or the Issuer in order to provide for the issuance of and the security for the Bonds, including, without limitation, the Trust Indenture, the Loan Agreement, and the Trustee Mortgage.

"*Bonds*" means the Series 2026 Bonds, any bonds issued in connection with any refinancing of the Series 2026 Bonds (with respect to any period that such refinancing bonds are outstanding) and any Additional Bonds.

"***Campus***" means any property owned by the Lessor in proximity to its educational facilities.

"***Capital Improvements***" means (i) any permanent structural improvement, alteration, renovation, or repair of the Student Housing Facilities, or any portion thereof, by the Lessee that would be classified as a capital improvement under the Code or (ii) any construction of, alteration of, repair of, renovation of or any demolition of any existing or future improvement on the Property by the Lessee. Capital Improvements include the Series 2026 Improvements and any Additional Housing Facilities.

"***Code***" means the Internal Revenue Code of 1986.

"***Commencement Date***" means the date this Ground Lease is entered into as indicated in the preamble hereof.

"***Commonwealth***" means the Commonwealth of Kentucky.

"***Construction Contract***" means that certain Construction Contract dated as of _____, between the Developer, as design/builder, and the Contractor, as contractor, pursuant to which the Contractor has agreed to construct the Series 2026 Improvements, and any amendments thereof and/or supplements thereto.

"***Construction Documents***" means, collectively, those contracts and/or agreements between the Lessee and any person or firm rendering services or supplying material in connection with the design, construction, furnishing and equipping of the Series 2026 Improvements or any Additional Housing Facilities which require professionally designed and permitted drawings.

"***Consumer Price Index***" means the Consumer Price Index for All Urban Consumers, all items (1982-84=100), published by the U.S. Department of Labor, Bureau of Labor Statistics (the "***BLS***") for the largest metropolitan area in the State. If the Consumer Price Index:

(i) is not published for a given calendar month, then the Consumer Price Index for that month shall be the Consumer Price Index published for the most recent prior calendar month or other period for which it is so published;

(ii) hereafter uses a different standard reference base or is otherwise revised, an adjustment shall be made therein for the purposes of this Ground Lease, using the conversion factor, formula, or table for making that adjustment as is published by the BLS, or if the BLS does not publish the same, then as is published by Prentice-Hall, Inc., the Bureau of National Affairs, Commerce

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Clearing House, or any other nationally recognized publisher of similar statistical information, as selected by the Lessor;

(iii) ceases to be published, then for the purposes of this Ground Lease there shall be substituted for it such other index as the Lessor may choose to use in lieu thereof, subject to the approval of the Lessee, such approval not to be unreasonably withheld.

"***Consumer Price Index Increase***" means the percentage increase of the Consumer Price Index for December of the year in question over December of the immediately preceding year.

"***Contractor***" means Broeren Russo Builders, Inc., an Illinois corporation, and its successors and assigns, or with regard to construction or performance of any Capital Improvements other than the Series 2026 Improvements, any contractor engaged by the Lessee or the Developer for such Capital Improvements..

"***Developer***" means, with regard to the Series 2026 Improvements, GD WKU Devco LLC, a Kentucky limited liability company, and its successors and assigns.

"***Development Agreement***" means the Development Agreement of even date herewith, between the Lessee and the Developer.

"***Eligible Tenants***" means any person (i) who is a student enrolled in classes at the Lessor, (ii) who is attending a program presented and conducted by the Lessor, or another organization recognized as exempt under § 501(c)(3) or Section 115(1) of the Internal Revenue Code on the Campus, whose presence on the Campus is deemed desirable by the Lessor to the effective provision of the Lessor's programs and services at the Campus, or (iii) who is a member of the faculty or staff of the Lessor, whose presence on the Campus is deemed desirable by the Lessor to the effective provision of the Lessor's programs and services at the Campus, or a member of the household of such person that is either the spouse or a dependent of such person or such spouse.

"Environmental Reports" means [NAMES OF ENVIRONMENTAL REPORTS]

"***Event of Default***" means each of the events specified in Section 26 hereof.

"Excluded Assets" means Regents Hall, Normal Hall and Hilltopper Hall**.**

"Excluded Liabilities" means any liability, whether currently existing or arising subsequent to the execution and delivery of this Ground Lease, associated with any Excluded Asset.

"***Expenses***" for any period, has the meaning set forth in the Indenture.

"***Fiscal Year***" means, unless expressly stated to be otherwise, the fiscal year of the Lessee, which commences on each July 1 and ends the following June 30.

"***Foundation***" means Collegiate Housing Foundation, a non-profit corporation duly organized and existing under of the laws of the State of Alabama, and qualified to do business in the Commonwealth of Kentucky, and its successors and assigns.

"***GAAP***" means those principles of accounting set forth in pronouncements of the Financial Accounting Standards Board and its predecessors or pronouncements of the American Institute of Certified Public Accountants or those principles of accounting that have other substantial authoritative support and

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are applicable in the circumstances as of the date of application, as such principles are from time to time supplemented and amended.

"***General Revenues***" shall have the meaning given to it in the Indenture.

"***Ground Lease***" means this Ground Lease Agreement, as the same may be amended and/or supplemented from time to time in accordance with the provisions hereof.

"*Insurance Consultant*" shall mean such insurance consultant as the Lessee may engage to review and advise regarding the sufficiency of the insurance maintained by the Lessee and any contractors or engineers relating to the Student Housing Facilities.

"***Issuer***" shall have the meaning ascribed to such term in the recitals of this Ground Lease.

"***Leasehold Mortgage"*** means, collectively, the mortgage, the deed of trust, or any other encumbrance of the Lessee's interest in this Ground Lease or the Lessee's interest in the Premises as security for any indebtedness the Lessee or the Lessee's successors and assigns may incur, whether by deed to secure debt, mortgage, deed of trust, or other security instrument, including the Trustee Mortgage.

"***Leasehold Mortgagee***" means any holder of the indebtedness secured by any Leasehold Mortgage or any agent or fiduciary therefor and any designee thereof for the purpose of taking title to the Lessee's interest in this Ground Lease or the Lessee's interest in the Premises or entering into a Mortgage Lease, including the Trustee.

"Legacy Student Housing Facilities" means, collectively, all of the student housing facilities of the Lessor acquired by the Lessee with the proceeds of the Series 2026 Bonds, including (i) Douglas Keen Hall; (ii) Gilbert Hall; (iii) Hugh Poland Hall; (iv) The Den; (v) McCormack Hall; (vi) Minton Hall; (vii) Pearce Ford Tower; (viii) Rodes Harlin Hall; (ix) Meredith Hall; (x) Zacharias Hall; (xi) Bates Runner Hall; (xii) Kentucky Apartments; (xiii) McLean Hall; (xiv) Munday Hall; and (xv) Southwest Hall. For purposes of clarity, reference to the Legacy Housing Facilities includes all interests in real property, real property improvements, and Personalty associated therewith and utilized in connection with the operation of such facilities.

"***Lessee***" means Collegiate Housing Foundation – Bowling Green, L.L.C., a single member limited liability company organized and existing under the laws of the State of Alabama, and its successors and assigns, whose sole member is the Foundation.

"***Lessor***" or "***University***" means the Western Kentucky University, and its successor and assigns.

"***Lessor Representative***" means the Person or Persons designated by the Lessor to serve as the Lessor's representatives in connection with the development, financing, construction, furnishing, equipping, and operation of the Student Housing Facilities.

"***Loan Agreement***" means any loan agreement between the Issuer and the Lessee providing for the loan of proceeds to the Lessee from the Series 2026 Bonds or any Additional Bonds, as the same may be amended and/or supplemented from time to time, in accordance with the provisions of the Trust Indenture.

"***Management Agreement***" means (i) the Management Agreement of even date herewith between the Lessee and the Manager, as the same may be amended and/or supplemented from time to time, and (ii) any management or similar agreement in such form as may be approved by the Lessor in its sole discretion, between the Lessee and any successor Manager relating to the management of the Student Housing

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Facilities or a portion thereof, pursuant to which the Manager agrees to perform all obligations of the Lessee for the management of the Student Housing Facilities or a portion thereof (other than such ministerial and administrative acts as can only be performed by the Lessee) and to otherwise manage the Student Housing Facilities in a manner consistent with the terms of this Ground Lease and the Bond Documents, as the same may be amended and/or supplemented from time to time with the consent of the Lessor. The Management Agreement shall not include any terms that, as determined by the Lessee in its sole discretion, would be inconsistent with or in any way jeopardize the Foundation's tax-exempt status, and shall otherwise be in form satisfactory to the Lessee and the Foundation.

"***Manager***" means, initially, WGB Property Management LLC, a limited liability company organized under the laws of the State of Delaware, doing business as Inwood Property Management, and its successors and assigns, and thereafter, either the Lessor or any other management company employed by the Lessee to manage the Student Housing Facilities, with the consent of the Lessor.

"***Mortgagee Lease***" means a lease of the Premises entered into between a Leasehold Mortgagee, as lessee, and the Lessor, as lessor, as a result of a termination of this Ground Lease by reason of any Event of Default for the remainder of the term effective as of the date of termination of this Ground Lease, at the same Rent and upon the same terms, provisions, covenants, and agreements as contained in this Ground Lease and subject to no additional exceptions or encumbrances other than Permitted Encumbrances and to the rights, if any, of the parties then in possession (actual or constructive) of any part of the Premises.

"***Net Available Cash Flow***" means the amount transferred to the Surplus Fund at the end of each Annual Period and available for transfer to the Lessor in accordance with this Ground Lease and the Trust Indenture.

"***Operating Account***" means the separate account maintained by the Manager on behalf of the Lessee from which the Expenses shall be paid.

"***Permitted Encumbrances***" means, (i) liens for ad valorem taxes, special assessments, and other charges not then delinquent or for taxes, assessments, and other charges being contested in accordance with this Ground Lease or the Loan Agreement, (ii) the Bond Documents, (iii) currently existing utility, access, and other easements and rights of way, restrictions, and exceptions described in the title policy required by the Loan Agreement, (iv) inchoate mechanics' and materialmen's liens that arise by operation of law, but that have not been perfected by the required filing of record, for work done or materials delivered after the date of recording of this Ground Lease in connection with additions to or alterations of the Student Housing Facilities, (v) the mechanics' and materialmen's liens permitted by the Loan Agreement, (vi) liens or encumbrances securing Additional Bonds, (vii) easements, rights of use, rights of way and other similar conveyances which do not adversely affect the use of the Student Housing Facilities, and (viii) any additional exceptions or encumbrances created or consented to by the Lessor that are permitted by the Bond Documents.

"***Person***" means natural persons, firms, joint ventures, associations, trusts, partnerships, corporations, limited liability companies, public bodies, and similar entities.

"***Personalty***" means all machinery, equipment, fixtures, appliances, furniture, and any other personal property of any kind or description owned by the Lessee and used in connection with the Student Housing Facilities or any Additional Housing Facilities.

"***Plans and Specifications***" means the detailed plans and specifications for all of the construction of the Project fully identifying and describing all site work, architectural, mechanical, electrical, structural and plumbing systems, materials, signage, design, colors of exterior paints, and other finishes prepared by

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the Architect or by other architects and engineers acceptable to the Lessor as amended from time to time by the Lessee with the consent of the Lessor.

"***Premises***" means the Student Housing Facilities and the Property.

"***Project***" means the Series 2026 Project financed with proceeds of the Series 2026 Bonds, and any Additional Housing Facilities acquired or developed by the Lessee on the Campus with the Lessor's consent that are financed with the proceeds of Additional Bonds, and all Personalty.

"***Property***" means the land located on the Campus as more particularly described in Exhibit "A" attached hereto, incorporated in and by reference made a part hereof, which description may be modified by agreement of the Lessor and the Lessee in connection with the expansion of the Student Housing Facilities or the acquisition or development of any Additional Housing Facilities or the release of any portion of the Property in accordance with Section 27 hereof.

"***Purchase and Sale Agreement***" means that certain Purchase and Sale Agreement of even date by and between the Lessor and Lessee.

"***Rent***" means the annual rental payable by the Lessee to the Lessor in accordance with Section 3 hereof.

["***Required Improvements***" shall mean those of the Series 2026 Improvements identified on Exhibit "C" as the "Required Improvements".]

"***Reservations of Rights***" means the reservations of rights of the Lessor described in Section 17 hereof.

"***Resident Leases***" means, collectively, the rental agreements with residents of the Student Housing Facilities (each, a "***Resident Lease***").

"***Series 2026 Bonds***" shall have the meaning ascribed to such term in the recitals of this Ground Lease.

"***Series 2026 Improvements***" means (i) the development, acquisition, construction, equipping, and installation of a new approximately 1,000-bed Student Housing Facility by the Lessee on the campus of the Lessor; and (ii) the renovation and improvement of certain of the Legacy Housing Facilities, and (iii) the demolition of Douglas-Keen Hall, Hugh-Poland Hall, and The Den (comprising a portion of the Legacy Housing Facilities as of the [Closing Date]) located on the campus of the Lessor). All as more particularly described on Exhibit "C".

"Series 2026 Project" means (i) the acquisition of the Legacy Housing Facilities; and (ii) the Series 2026 Improvements.

"*Student Housing Facilities*" means (i) the Legacy Student Housing Facilities located on the Property as of the Commencement Date as more particularly described on Exhibit "B", along with related amenities and improvements, (ii) the Series 2026 Improvements; and (iii) any student housing facilities and related amenities, improvements and Personalty acquired or developed by the Lessee as Additional Housing Facilities to the Student Housing System pursuant to this Ground Lease.

"***Student Housing System***" means the student housing system serving the Campus consisting of the Student Housing Facilities and the Property, including (i) the Series 2026 Improvements and Additional

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Housing Facilities completed by or on behalf of the Lessee, and (ii) all improvements of any and every kind whatsoever forming a part of and used in connection with the operation and maintenance of the Student Housing Facilities, provided, however, that the "Student Housing System" shall not include any Excluded Assets or Excluded Liabilities.

"Substantial Completion Deadline" means _____, 20__.

"***Surplus Fund***" means the fund of that name created in accordance with the provisions of the Trust Indenture.

"***Termination Date***" means the date on which the term hereof ends by termination or expiration of this Ground Lease.

"***Trust Indenture***" or "***Indenture***" shall have such meaning as is ascribed to such terms in the recitals of this Ground Lease.

"***Trustee***" shall have the meaning ascribed to such term in the recitals of this Ground Lease.

"***Trustee Mortgage***" means any leasehold deed of trust, assignment of rents and leases, security agreement and fixture filing of the Lessee's interest in this Ground Lease executed by the Issuer and/or the Lessee in favor of the Trustee in order to secure the Bonds, as the same may be amended and/or supplemented from time to time as permitted by the Trust Indenture.

"Unrestricted Contributions" means contributions to the Lessee that are not restricted in any way that would prevent their application to the payment of debt service on indebtedness of the Lessee related to the Project.

Section 2. **Term.** The term of the leasehold estate of the Lessee in the Property created hereunder shall commence on the Commencement Date and shall expire on the earlier of (a) at 12:00 midnight on the 50th anniversary of the Commencement Date, unless otherwise extended or sooner terminated in accordance with the provisions hereof or by operation of law or extended by agreement of the Lessor and Lessee to a date on which the Bonds and all obligations under the Trustee Mortgage and any other permitted Leasehold Mortgage have been fully repaid or (b) the date on which the Bonds and all obligations under the Trustee Mortgage and any other permitted Leasehold Mortgage have been fully repaid.

Section 3. **Rent.** (a) The Lessee covenants and agrees to pay to the Lessor, subject to the terms of the Trust Indenture, throughout the term of this Ground Lease as Rent an amount equal to the Net Available Cash Flow subject to Section 36(c) hereof.

(b) The Rent shall be payable in respect of each Annual Period within thirty (30) days of receipt by the Lessee and the Trustee of the annual financial statements and audit report for the corresponding Fiscal Year of the Lessee provided to the Trustee in accordance with the provisions of the Loan Agreement and the Trust Indenture.

(c) If the Net Available Cash Flow for an Annual Period is zero (0) or a negative amount, no Rent shall be paid to the Lessor hereunder, and it is understood that the Lessee is under no obligation, express or implied, to contribute or pay the Lessor for any such deficit in Net Available Cash Flow.

(d) For purposes of this Ground Lease, the Lessor agrees that the Lessee may, in each Annual Period, charge or cause to be charged rent under Resident Leases sufficient to comply with all of the

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covenants and agreements of the Issuer, the Lessor, and the Lessee contained in this Ground Lease and in the Bond Documents.

(e) Payment of all Rent and all other sums due to the Lessor under this Ground Lease shall be made payable to the Lessor at the address shown in Section 31 hereof or at such other place as the Lessor may notify the Lessee from time to time.

Section 4. Financing of Student Housing Facilities and Any Additional Housing Facilities. The Lessee shall, at its own cost and expense, obtain all financing required for the design, acquisition, construction, demolition, renovation, furnishing and equipping of the Student Housing Facilities, including the Series 2026 Project to the extent provided herein, and for any Additional Housing Facilities, including through the issuance of the Series 2026 Bonds. The Lessor and Lessee each agree to cooperate with and to provide such reasonable assistance as the Lessor or Lessee, respectively, may need to facilitate the issuance of the Series 2026 Bonds and any Additional Bonds, including making such amendments to this Ground Lease as may reasonably be required; provided, however, subject to the provisions of Section 27 hereof, that terms of any such financing or any amendment or renewal thereof during the term of this Ground Lease shall in any event be subject to the prior approval of the Lessor, which approval shall not be unreasonably withheld; and provided further that any refinancing or refunding of any such financing shall also require the prior approval of the Lessor, which approval shall not be unreasonably withheld. The Lessee agrees to provide the Lessor with copies of all material information and documentation relating to any form of proposed financing or refinancing for the Student Housing Facilities and any Additional Housing Facilities. The Lessor's approval of the Bond Documents shall be evidenced by its execution and delivery of this Ground Lease. The Lessor and the Lessee hereby agree that the Student Housing Facilities subject to this Gound Lease, as more particularly described on Exhibit "B" hereto, may be amended in writing by the Lessor and Lessee at any point during the term of this Gound Lease to the extent permitted by the Bond Documents.

Section 5. Taxes and Assessments. (a) It is hereby determined and declared by the Lessor and the Lessee that nothing contained in this Ground Lease is intended to change the degree to which the interest or estate of the Lessee created by this Ground Lease is subject to *ad valorem* property taxes; however, to the extent assessed, the Lessee shall bear and pay to the public officer charged with the collection thereof, before the same shall become delinquent, and shall indemnify, save, and hold harmless the Lessor from the payment of, any and all taxes, assessments, license fees, excises, imposts, fees, and charges of every sort, nature and kind (hereinafter referred to singularly and collectively as "***Tax***"), that during the Term hereof are or might be levied, assessed, charged, or imposed upon or against the Premises or the interest or estate of the Lessee or the Lessor therein. If the transfer of fee simple title to the Property alone results in the levy, assessment, charge, or imposition of *ad valorem* taxes against the Student Housing System or causes the Property to become subject to such levy or assessment, the successor Lessor shall be responsible for the payment of such taxes, and the Lessee shall have no liability therefor. The Lessor agrees to use its best efforts to assist the Lessee to secure a property exemption on the Student Housing System, including, without limitation, the Property.

(b) If the imposition of any Tax shall be deemed by the Lessee or the Lessor to be improper, illegal, or excessive, the Lessee may, in its own name, dispute and contest the same and, in such event and to the extent permitted by law, any such Tax need not be paid until adjudged to be valid; provided, however, the Lessee shall in writing first notify the Lessor of such dispute and contest and shall comply with the requirements of the Bond Documents or any other Leasehold Mortgage permitted hereunder and related documents concerning the contest of a Tax. Unless so contested, any Tax shall be paid by the Lessee within the time provided by law, and if contested, any such Tax shall be paid before the imposition of a lien on the Premises with respect thereto.

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Section 6. **Utility Services; Easements.** (a) The Lessee shall make application for, obtain and pay for, and be solely responsible for, all utilities required, used, or consumed on the Premises, including, but not limited to gas, water (including water for domestic uses and for fire protection), telephone, electricity, cable TV, sewer service, garbage collection services, or any similar service (herein sometimes collectively referred to as "***Utility Services***"). In the event that any charge for any Utility Service supplied to the Premises is not paid by the Lessee to the utility supplier when due, then the Lessor may, ten (10) days after written notice to the Lessee, but shall not be required to, pay such charge for and on behalf of the Lessee, with any such amount paid by the Lessor being repaid by the Lessee to the Lessor, as additional rent, within twenty (20) days after demand by the Lessor.

(b) Upon request of the Lessee, the Lessor shall grant such easements and rights to the utilities providing Lessee Utility Services as are necessary to allow access to utility infrastructure sufficient for the operation, maintenance and repair of such utility infrastructure in a manner sufficient to provide the Lessee Utility Services in a consistent, uninterrupted manner and in compliance with applicable laws or, alternatively, shall itself keep such infrastructure in good and operable condition.

(c) If requested by the Lessor, the Lessee agrees to join in the grant of easements in connection with the Lessor's development of the Campus and to execute any and all documents, agreements, and instruments and to take all other actions in order to effectuate the same in the event the Lessee's joinder is required in connection with any easements affecting any portion of the Property, provided such easements: (i) may only be located within those areas of the Property that will not interfere with the Student Housing Facilities; (ii) are approved by the Lessee in its reasonable judgment as to their location and the form of the easement agreement; (iii) may only be granted as non-exclusive easements; and (iv) will not adversely affect the tax-exempt status of any outstanding Bonds or the tax-exempt status of the Foundation.

Section 7. **Payments for the Lessee by the Lessor.** If the Lessee fails to procure the insurance required to be procured by the Lessee under this Ground Lease or fails to pay any premium of insurance required to be procured by the Lessee under this Ground Lease, Tax, or any other sum in this Ground Lease required to be paid by the Lessee (other than Rent), the Lessor may, after expiration of the applicable cure period and after notifying the Lessee and the Trustee, elect to follow one of the options in accordance with Section 26(b) of this Ground Lease or may, without declaring an Event of Default, procure on behalf of the Lessee any such insurance, and pay on behalf of the Lessee any such payment or payments as may be necessary. Any sum(s) so paid or expended by the Lessor on behalf of the Lessee shall immediately be reimbursed and paid by the Lessee to the Lessor as additional rent within twenty (20) days after demand by the Lessor.

Section 8. **Interest on Unpaid Amounts.** Any sums that are payable by the Lessee to the Lessor under this Ground Lease (including any Rent) and that are not paid to the Lessor within ten (10) days after the due date thereof (and any amounts with respect to which Lessor pays on Lessee's behalf pursuant to Section 6(a) shall bear interest at the rate equal to the lesser of (i) the maximum rate permitted by applicable law, and (ii) 8% per annum from the due date thereof through the date payment of the same is made. If it becomes necessary for the Lessor to bring suit for collection of any sum(s) herein stipulated to be paid by the Lessee, and the Lessor prevails, the Lessee agrees to pay any and all such reasonable expenses and costs as the Lessor may incur, including, but not limited to, reasonable attorneys' fees actually incurred or reasonably determined to be the cost of legal services supplied by salaried employees of the Lessor.

Section 9. **Compliance by the Lessee with Laws and Ordinances.** The Lessee shall conform to, obey, and comply in all material respects with all present and future laws, ordinances, and regulations of all legally constituted authorities existing at the commencement of the term of this Ground Lease or at any time during the continuance of the term hereof that in any way are applicable to this Ground

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Lease or the use of the Premises or any repair, replacement, demolition, renovation, construction, restoration, or excavation being done on or to the Premises (provided that the Lessee shall be relieved from such obligation with respect to any violations of the foregoing existing on the Commencement Date that are remedied by the Series 2026 Improvements prior to the Substantial Completion Deadline for the applicable Series 2026 Improvements under the Development Agreement). The Lessee, in its own name and at its sole cost and expense, shall have the right to contest the validity of any law, ordinance, rule, regulation, or requirement contemplated under this Section 9. The Lessee shall use its best efforts not to use, or to suffer or to permit the Premises, or any part thereof to be used in any manner that would constitute a legal nuisance or an unreasonable annoyance to any student, employee, or visitor to the Campus or for any hazardous purpose. In the event, at any time during the term of this Ground Lease, or thereafter, as the result of the Lessee's acts or omissions to act during the term of this Ground Lease, any addition, alteration, change, or repair or other work of any nature, structural or otherwise, be lawfully required or ordered by an applicable governmental body or become necessary on account of any law, ordinance, or regulation of any governmental authority then in effect, or on account of any other reason with respect to the Premises, the entire expense thereof, regardless of when the same shall be incurred or become due, shall be paid by the Lessee and, in no event, shall the Lessor be called upon to contribute thereto or do or pay for any work of any nature whatsoever on or relating to the Premises.

Section 10. Quiet Enjoyment; Environmental Warranty.

(a) The Lessor represents and warrants that it owns fee simple, marketable title to the Property subject to no restrictions, liens, or other encumbrances other than Permitted Encumbrances. The Lessor further covenants and agrees that, throughout the term of this Ground Lease, the Lessee may peaceably and quietly enjoy the Property subject, however, to Permitted Encumbrances, and the Lessee's fulfillment of the covenants and agreements contained in this Ground Lease.

(b) The Lessor warrants, covenants, and represents to the Lessee that, other than as described in Environmental Reports:

(i) as of the date hereof, the Property is in full compliance in all material respects with all Environmental Laws, as hereinafter defined; and

(ii) as of the date hereof (1) there are no Hazardous Materials, as defined in subsection (c) of this Section, that have been spilled, disposed of, or otherwise released at, on, under or about the Property, that are or have been migrating to or from the Property, or otherwise are located on the Property, regardless of source and (2) there are no Hazardous Materials, that originated at or otherwise are related to or have affected the Property and have caused or threatened to cause any environmental contamination or otherwise have caused or threatened to cause any liability under any Environmental Law; and

(iii) there are no, and, the Lessor’s knowledge, never have been any underground storage tanks, above ground storage tanks, wastewater impoundments, or areas used for waste treatment, storage, or disposal activities at, on, in, under, or otherwise associated with the Property; and

(iv) there are no activities or conditions that exist, and to Lessor’s knowledge, have ever existed and remain unresolved at, on, in, under, or otherwise associated with the Property that violate any Environmental Law or could reasonably be expected to result in any claim or liability under any Environmental Law.

(c) For purposes of this section, the term "***Hazardous Materials***" means asbestos, asbestos-containing materials, materials presumed by law to contain asbestos, polychlorinated biphenyls ("***PCBs***"),

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petroleum, petroleum byproducts (including but not limited to, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity), natural or synthetic gas products, radioactive materials, and/or any hazardous or toxic substance, chemical or material, or any other environmentally regulated substance or material, waste, pollutant or contaminant, defined as such or regulated by any Environmental Laws. "***Environmental Laws***" means any federal, state or local statute, law, ordinance, code, common law, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning the protection of the environment, natural resources, health and safety, and/or activities involving any asbestos, asbestos-containing materials, materials presumed by law to contain asbestos, PCBs, petroleum, petroleum byproduct (including but not limited to, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity) natural or synthetic gas products, radioactive materials, and/or hazardous or toxic substances, chemicals or materials, or any other waste, materials, pollutant or contaminant that is regulated to protect the environment, as may now or at any time hereafter be in effect, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-To-Know Act, and the Occupational Safety and Health Act.

Section 11. Construction on the Property.

(a) *Lessor's Approval Required for All Construction*. Except for (i) the Series 2026 Improvements, which is approved by the Lessor herein, and (ii) routine repairs that do not alter the nature of the Student Housing Facilities, the Lessee shall not be permitted to make Capital Improvements upon the Premises, including but not limited to, the construction of, alteration of, repair of, renovation of or demolition of any future improvement upon the Property, without Lessor's written approval, such approval not to be unreasonably withheld, conditioned, or delayed, and which may be approved as part of the Capital Budget. If any such approval is required, then Lessee shall submit to Lessor completed design documents for review and receive Lessor approval thereof prior to commencement of construction and in accordance with the Developer Project Guidelines. Lessor agrees that such approval shall not be unreasonably withheld, conditioned or delayed.

(b) *Series 2026 Improvements*. The Lessor and the Lessee hereby approve the schedule of improvements constituting the Series 2026 Improvements included as part of Exhibit "C" attached hereto, including those items within the Series 2026 Improvements that are shown as "Required Improvements". The Lessor and the Lessee further acknowledge the initial cost estimates for the Series 2026 Improvements included as part of Exhibit "C". The Lessee shall cause the Developer to proceed with the construction and installation of the Required Improvements and to complete the Required Improvements not later than _____ (__) days after the date hereof. The remaining improvements of the Series 2026 Improvements will be financed from proceeds of the Series 2026 Bonds. The Lessee shall obtain the Lessor's prior written consent as to any changes in the Series 2026 Improvements (other than the Required Improvements). The Lessor acknowledges that, pursuant to the Development Agreement, the Developer shall act as the Lessee's agent to prosecute the construction and installation of the Series 2026 Improvements, as and to the extent the proceeds of the Series 2026 Bonds and operating revenues budgeted for such purpose are available therefor. The Lessee shall enter into, or shall cause the Developer to enter into as its agent, such contracts as shall be required in order to accomplish the construction and installation of the Series 2026 Improvements as and to the extent the proceeds of the Series 2026 Bonds and operating revenues budgeted for such purpose are available therefor.

(c) *Lessor's Approval of Construction Documents for Student Housing Facility*. The Lessee shall enter into the Development Agreement which shall contemplate the Developer's entering into the Construction Contract and the Architect's Agreement. The Lessor hereby approves the Construction

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Documents and acknowledges receipt of copies of the final forms thereof. The Lessee shall not terminate, assign, enter into any material amendment to the Construction Documents, or waive any material right of Lessee thereunder without the Lessor's prior written consent.

(d) *Lessee's Security for Performance*. As security for the Lessee's performance hereunder as it relates to the design and construction of the Series 2026 Improvements, the Lessee grants to the Lessor a security interest in the Construction Documents as provided in Section 13(a) hereof. At the time of the issuance of any Additional Bonds, Lessee agrees to grant Lessor a security interest in any design and construction documents related to any Additional Housing Facilities to be constructed by Lessee on the Property.

(e) *Default in Construction*. In the event of a default by the Developer, the Contractor, or the Architect in connection with the design and/or construction of the Series 2026 Improvements or of any party to any design or construction documents related to any Additional Housing Facilities, subject to the rights of the Issuer, the Trustee under the Bond Documents, the Lessee shall exercise all of the rights and remedies available to the Lessee in each such agreement in consultation with the Lessor. If an Event of Default shall occur and be continuing or if the Lessee shall default under the Development Agreement or any design or construction documents related to Additional Housing Facilities to be constructed by Lessee on the Property, the Lessor may, subject to the rights of the Issuer and the Trustee under the Bond Documents, assert the rights of the Lessee under the terms of the Construction Documents or such other design and construction documents, as the case may be.

(f) *Commencement of Construction*. The Lessee shall cause the Developer to commence and pursue to substantial completion the construction of the Series 2026 Improvements by the Substantial Completion Deadline, in accordance with the terms of the Construction Documents. All building materials for the Project must be new and of good quality in accordance with the Construction Documents and the Plans and Specifications.

(g) *Construction Approvals by the Lessor*. Prior to commencing any excavation, construction, paving, or any other work associated with the Property or the Project, unless waived in writing by the Lessor, the Lessee shall deliver or cause the Developer to deliver to the Lessor for its approval two (2) physical sets of the Plans and Specifications, along with an electronic submission of the same. The right of approval of the Lessor with respect to the Plans and Specifications shall include, but not be limited to, the compatibility of the exterior appearance of any improvement with the public activities of the Lessor on adjacent portions of the Campus. The Lessor shall have such period of time as is allowed under the Development Agreement to approve or reject such submissions, with any rejection being accompanied with a description of measures to be taken by the Lessee that will result in approval on resubmission (or why resubmission of any similar proposal would be rejected). Failure to approve or reject any submissions within such period shall be deemed approved by the Lessor. The Lessor agrees not to withhold unreasonably the approval required by this subsection. Approval of submissions by the Lessor shall not relieve the Lessee and/or the Developer from the obligation to obtain all other necessary approvals and permits required by various governmental agencies or from complying in all material respects with the Plans and Specifications, the Construction Documents, and all applicable building codes and ordinances.

(h) *Change Orders*. Once the Plans and Specifications are submitted to and approved by the Lessor or the Plans and Specifications are deemed approved in accordance with this Section, the Lessee may, with the consent or approval of the Lessor, order, authorize, or perform any change or substitute work or materials in prosecuting the construction of the improvements (a "***Change Order***"). The Lessor agrees not to withhold unreasonably the approval required by this subsection. The Lessor shall have such period of time as is allowed under the Development Agreement to approve or reject any such Change Order. Any

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such Change Order that is not approved or rejected within such period shall be deemed to be approved by the Lessor.

Approval of Change Orders by the Lessor shall not relieve the Lessee and/or the Developer from the obligation to obtain all other necessary approvals and permits required by various governmental agencies from complying in all material respects with the Plans and Specifications, the Construction Documents, and all applicable building codes and ordinances.

(i) *Coordination of Construction*. To the extent reasonably possible, any construction with respect to the Project shall be done so as to minimize disruption of the Lessor's operations. All construction activities must be coordinated with the appropriate departments of the Lessor, including campus security, student affairs, and campus facilities. The Lessor reserves the right to monitor construction on the Property from its inception to its completion, including participation in all construction meetings contemplated by the Construction Documents.

(j) *Non-Exclusive Easements for Construction*. The Lessor agrees and does hereby grant to the Lessee and its successors, assigns, successors-in-title, invitees, employees, and sublessees, a non-exclusive license and right of entry to the Campus as may be necessary for the development, construction, operation and maintenance of the Student Housing System, for all forms of pedestrian and vehicular ingress, egress, and access between the Property and the public streets and roadways abutting the Campus in accordance with a traffic control plan approved by the Lessor. Such non-exclusive license and right of entry herein granted shall expire automatically on the Termination Date. The Lessor also agrees and does hereby grant to the Lessee and its employees and contractors a non-exclusive, temporary license and right of entry on, over, across, and through the Campus for vehicular ingress and egress for construction activities in connection with the Series 2026 Improvements, which license and right of entry shall expire automatically upon the earlier to occur of (A) the Termination Date or (B) the full completion of the Series 2026 Improvements. Lessor agrees to also grant Lessee, its employees and contractors similar licenses and rights of entry as are necessary for the Lessee to construct any Additional Housing Facilities.

(k) *Payment of Bills for Construction*. As a construction expense, the Lessee covenants and agrees to pay or cause to be paid, currently as they become due and payable in accordance with the terms of the Bond Documents, as the case may be, all bills for labor, materials, insurance, and bonds, and all fees of architects, engineers, contractors, and subcontractors and all other costs and expenses incident to any construction in or on the Project; provided, however, that the Lessee may, in good faith, in its own name, dispute and contest any such bill, fee, cost, or expense, and in such event, any such item need not be paid until adjudged to be valid. Unless so contested by the Lessee, all such items shall be paid by the Lessee within the time provided by law, and if contested, any such item shall be paid before the issuance of an execution on a final judgment with respect thereto. The Lessee agrees to provide and/or cause the Developer to provide the Lessor with copies of all applications for payment submitted by any contractors, all certificates of payment issued by all architects prior to payment thereof and evidence of payment of each such application for payment.

(l) *All Liens and Rights are Subordinate to the Lessor*. The Lessee's rights, as well as the rights of anyone else, including, but not limited to, any mortgagee, architect, independent contractor, assignee, sublessee, sub-contractor, prime or general contractor, mechanic, laborer, materialman, or other lien or claim holder, shall always be and remain subordinate, inferior, and junior to the Lessor's title, interest, and estate in the Property. The Lessee shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialman's lien, or any security agreement, conditional bill of sale, title retention agreement, chattel mortgage, or otherwise (a "***Lien***") that might or does constitute a lien, encumbrance, or charge upon the Premises, or any part thereof, or the income therefrom, having a priority or preference over or ranking on a parity with the estate, rights,

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or interest of the Lessor in the Premises or any part thereof, or the income therefrom. Nothing in this Ground Lease shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied, by inference or otherwise, to the filing of any Lien against the Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other Person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof.

(m) *Completion of Construction by the Lessor*. The Lessor acknowledges and agrees that the Lessee and the Developer shall assign all of their respective right, title, interest, and remedies in and to the Construction Documents to the Trustee pursuant to the Assignments of Agreements and Documents. The Lessee covenants and agrees that in the event (i) the Lessee shall abandon or fail to complete the construction of improvements undertaken by the Lessee in accordance with all material requirements of this Ground Lease, (ii) such failure shall not be solely the result of the occurrence of an Event of Default, and (iii) the Trustee shall elect not to complete construction of such improvements pursuant to the terms of any assignment, the Lessor may, at its option (but without any obligation so to do and without prejudice to any other rights the Lessor may have under this Ground Lease) complete the construction of the improvements undertaken by the Lessee as an expense of the Project and, as nearly as practicable and proper, according to the Plans and Specifications previously approved by the Lessor.

(n) *Title to Improvements*. The title to all improvements now or hereafter located on the Property shall be vested in the Lessee until the Termination Date, at which time all title to and ownership of said improvements shall automatically and immediately vest (without the necessity of any further action being taken by the Lessee or the Lessor or any instrument being executed and delivered by the Lessee to the Lessor) in the Lessor.

(o) *Architects, Engineers, Contractors, Specialists, and Consultants*. The Lessee shall require (i) any architects, engineers, contractors, subcontractors, specialists, and consultants engaged in connection with the construction of improvements on the Property to perform their respective obligations under the terms of the applicable Construction Documents and to be licensed in accordance with State law; (ii) any architects and engineers to obtain and maintain errors and omissions insurance in accordance with the terms of Section 20(g) hereof; and (iii) as and to the extent required by the Loan Agreement for Additional Housing Facilities, any contractor to obtain and maintain commercial payment and performance bonds in form acceptable to the Lessor, each naming the Lessor as an additional payee.

(p) *Permits, Laws, and Ordinances*. The Lessee shall as a construction expense, comply and cause the Developer to cause its contractors and subcontractors to comply in all material respects with all building codes, ordinances, rules, regulations, orders, directives, and statutes of all governmental authorities which may now or hereafter, from time to time, be established and which are or shall be applicable to the Lessee as they relate to the Project, including without limitation, the Americans With Disabilities Act of 1990.

(q) *Construction Site*. The Lessee shall confine its operations to the Property and shall not store any material or equipment on property of the Lessor outside the boundaries of the Property, except as approved in writing and subject to such conditions as may be specified and approved by the Lessor. The Lessee shall protect all work and shall at all times keep and cause its contractors to keep the construction site reasonably clean and free from waste materials and rubbish.

(r) *Payment and Performance Bonds*. The Lessee shall provide or cause to be provided to the Lessor commercial payment and performance bonds for the construction of the Series 2026 Improvements and any Additional Housing Facilities in accordance with the terms of the Development Agreement and the Loan Agreement, which bonds shall name the Lessor as an additional obligee.

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(s) *Reports and Information*. The Lessee shall provide the Lessor with copies of all material documents and correspondence provided to or generated by the Lessee in connection with any construction on the Property and shall provide the Lessor with monthly progress reports, as provided to the Lessee by the Developer, in a form reasonably satisfactory to the Lessor for the previous month, copies of which shall also be furnished to the Trustee. The Lessee shall deliver or cause to be delivered to the Lessor copies of all soil reports, surveys, hazardous wastes or toxic materials reports, feasibility studies, and other similar written materials prepared for the Lessee pursuant to the applicable design and construction contracts with respect to the Property, copies of which shall also be furnished to the Trustee.

(t) *Substantial Completion of Improvements*. As soon as practicable (however, in no event to exceed six (6) calendar months) after the substantial completion of any phase of the Series 2026 Improvements or Additional Housing Facilities, the Lessee shall furnish or cause the Developer to furnish to the Lessor such documentation regarding the "as-built" improvements as and to the extent required under the Construction Documents. The term "substantial completion" as used in this Ground Lease shall be deemed to mean satisfaction of both of the following conditions: the issuance of a certificate of occupancy by the appropriate authority, if applicable, and such completion as will make the improvements sufficient, suitable, and ready for immediate occupancy and for the use intended.

(u) *Failure to Provide Student Housing Facilities on Schedule*. If the Lessee fails to cause the Developer to deliver the Project required by the Construction Documents to be ready and available for occupancy by the date required thereunder, then the Lessor shall arrange for alternative housing for the residents who have contracted to reside in the Project until the Project is ready and available for occupancy. The Manager shall be required to require such residents to make all payments owed under their Resident Leases and remit the payments received from such residents to the Trustee for deposit to the Revenue Fund under the Indenture. The cost of such alternative housing shall be borne by the Lessor; provided, however, the Lessor shall be entitled to reimbursement from the Developer for the actual cost incurred in connection with providing such alternative housing pursuant to the terms of the Development Agreement.

Section 12. Operation of Student Housing Facilities. (a) *Lessee's Obligation to Operate*. The Lessee shall operate, or cause to be operated, the Student Housing Facilities for the benefit of the Lessor and shall not rent the Student Housing Facilities to provide private residential housing to members of the public other than to Eligible Tenants.

(b) *Management of Student Housing Facilities*. The Lessee shall enter into the Management Agreement with respect to the Student Housing Facilities, but shall not enter into any other management agreement with respect to the Student Housing Facilities (or material amendment to the Management Agreement) with respect to the Project without the Lessor's consent, which consent shall not be unreasonably withheld. The Lessee shall not enter into any renewal or extension or permit an automatic renewal of the Management Agreement if the Lessor notifies the Lessee more than one hundred eighty (180) days prior to the expiration of the then current term of such Management Agreement that it has identified a successor manager for the Project permitted under the Bond Documents and otherwise reasonably acceptable to the Lessee that Lessee is able to engage as successor manager on reasonably acceptable terms. Until such successor manager has been successfully engaged, the Lessee shall be allowed to extend the term of the Management Agreement as it deems reasonably necessary. The foregoing notwithstanding, the Lessor understands that the Series 2026 Bonds are tax-exempt obligations, and that therefore any management agreement with an entity that is not a governmental entity must comply with Revenue Procedure 2017-13, or the Lessee shall provide the Trustee with an opinion with respect to the Series 2026 Bonds from nationally recognized bond counsel that such subsequent management agreement does not adversely affect the tax-exempt status of the interest on the Series 2026 Bonds.

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(c) *Lessor's Commitment*. The Lessor acknowledges that the Student Housing Facilities shall be treated at all times as part of the Lessor's student housing program, and on an equal basis with the Lessor's other student housing facilities, if any, and that the cooperation of the Lessor as described below is an important consideration and incentive in the decision by the Lessee to assist the Lessor by undertaking the financing of the Student Housing Facilities and the other obligations of the Lessee contemplated hereby. To such end:

(i) The Lessor agrees to:

(A) include the Student Housing Facilities in all information and marketing materials regarding student housing that it provides to students and prospective students, including providing information about the Student Housing Facilities on the Lessor's web site, refer students to the Student Housing Facilities, and, include the Student Housing Facilities in any housing lottery system it holds and promote the availability of the Student Housing Facilities in the same manner as its own student housing facilities, if any;

(B) provide to students residing at the Student Housing Facilities (i) the services and access reasonably expected in comparable student housing facilities of the Lessor, including, without limitation, its current student life programs, computer network and student transportation system, provided that the space and the resources to fulfill such services are provided in the Student Housing Facilities, and (ii) the same services and access available from time to time to students residing in its own housing facilities, if any;

(C) not construct or otherwise sponsor any new additional housing facilities for students of the Lessor on or off campus ("Alternative Student Housing") unless: (i) the Lessor obtains the report of a Financial Consultant (as that term is defined in the Indenture) stating that (1) the Fixed Charges Coverage Ratio (as that term is defined in the Indenture) for the most recent Annual Period prior to the construction of the Alternative Student Housing was at least 1.2, (2) the projected Fixed Charges Coverage Ratio for the first full Annual Period immediately succeeding completion of the Alternative Student Housing would be at least 1.2 (including any proposed indebtedness to finance the Alternative Student Housing), and (3) to the extent applicable, the occupancy of the Project was at least 95% in the preceding Annual Period; provided, however, notwithstanding the historical Fixed Charges Coverage Ratio of (1) or the occupancy requirement of (3), the Lessor may construct Alternative Student Housing so long as it obtains a report of a Financial Consultant stating that the Fixed Charges Coverage Ratio for the first three full Annual Periods immediately succeeding the completion of such Alternative Student Housing would be at least 1.2; (ii) the construction of the Alternative Student Housing is supported by a demand study from an independent consultant completed not more than two (2) years prior to the projected commencement of construction concluding that sufficient demand exists for the additional number of beds to be constructed so as not to have a material adverse effect on the Project and the rate covenant with respect to the financing; and (iii) no Event of Default exists under the Loan Agreement; provided that this restriction does not apply to new housing facilities that replace existing housing facilities, including, specifically, the Series 2026 Improvements. The projections and demand study shall be prepared by a nationally recognized consulting firm(s) experienced in student housing for comparably sized or larger institutions of higher education mutually agreed upon by the Lessor and the Lessee;

(D) assign all Eligible Tenants in need of housing to the Student Housing Facilities during and throughout each Annual Period to ensure that the Project attains and maintains occupancy levels at all times during such Annual Period sufficient to generate aggregate Revenues over the Annual Period in an amount at least equal to: (a) 120% of all Debt Service Payments

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scheduled to become due during such Annual Period; and (b) the total sum needed by the Lessee in such Annual Period to (i) meet all of the funding requirements for the Debt Service Reserve Fund and the Repair and Replacement Fund, (ii) pay all operating Expenses for the Student Housing Facilities, (iii) make all other payments required by the Lessee, and (iv) make all other payments required under the Bond Documents. Such assignment of students to the Student Housing Facilities shall (subject to subsection (E) below) be on a first priority basis such that the Lessor shall refrain from entering into any other type of use or occupancy arrangement for any other student housing for such Annual Period until the Student Housing Facilities attain and maintain occupancy levels sufficient to generate the Revenues required by the preceding sentence;

(E) not direct or assign students on a priority basis to Alternative Student Housing in preference over the Student Housing Facilities, except under its current practices to meet special program needs, such as honors housing;

(F) if the Lessee is not in compliance with the requirements of the Bond Documents, cooperate with the Lessee in selecting an independent consultant and in implementing such consultant's recommendations regarding the operation and management of the Student Housing Facilities;

(G) maintain and diligently enforce with respect to the Student Housing Facilities its (1) residency requirement for freshman and sophomores, subject to those certain Live-On Requirement Exemptions, as revised by the Lessor's Housing Executive Committee prior to the execution hereof and to be implemented prior to Fall of 2028, and (2) current policies regarding withholding of grades, transcripts and/or registration in the event of delinquencies in the payment of rent under Resident Leases;

(H) ensure that the Premises shall be subject, at all times during the term hereof, to the jurisdiction of the Lessor's campus security force;

(I) assist the Lessee with its continuing disclosure obligations by providing it with such information about the Lessor or the Student Housing Facilities that the Lessee may need to comply with any such obligations, including but not limited to demographic and statistical information about its enrollment, on-campus housing and general financial stability and the occupancy rates for the Student Housing Facilities; and

(J) in the event the Student Housing Facilities are not being managed by the Lessor, (i) implement procedures to assist students in applying for residence at the Student Housing Facilities, (ii) assist where possible in the collection of rents, (iii) where appropriate, facilitate the use of financial aid provided to students to pay eligible housing expenses, (iv) permit the Lessee to advertise the Student Housing Facilities on the Lessor's campus and its website and to post reasonably sized advertising literature on bulletin boards in the Lessor's facilities that are available for public announcements, (v) permit the Lessee to maintain space on the Lessor's campus at a site determined by the Lessor for a staffed leasing display, and (vi) provide to the Lessee a mailing list of the Lessor's students that are seeking housing to the extent such a list is maintained and the Lessor is permitted by law to disclose such information regarding its students to the Lessee.

(ii) The Lessee shall provide information regarding the Student Housing Facilities appropriate to assist the Lessor in carrying out its undertakings pursuant to this Section and, if the Lessor is not the manager of the Student Housing Facilities, provide in any management contract for the Student Housing Facilities provisions requiring the manager to implement appropriate procedures to facilitate the Lessor's undertakings pursuant to this Section.

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Section 13. **Security Interest.** (a) *Pledge, Assignment, and Grant of Security*. As security for the Lessee's performance of its obligations hereunder and subject to the rights of the Trustee and the Issuer under the Bond Documents, the Lessee hereby assigns and pledges to the Lessor, and hereby grants to the Lessor a security interest in, all of the Lessee's right, title, and interest in and to the Construction Documents related to the Series 2026 Improvements or any Additional Housing Facilities, including, without limitation: (i) all rights of the Lessee to receive moneys due and to become due under or pursuant to any Construction Documents related to the Series 2026 Improvements or any Additional Housing Facilities; (ii) all rights of the Lessee to receive proceeds of any insurance, indemnity, warranty, or guaranty with respect to any Construction Documents related to the Series 2026 Improvements or any Additional Housing Facilities; (iii) claims of the Lessee for damages arising out of or for breach of or default under any Construction Documents related to the Series 2026 Improvements or any Additional Housing Facilities; and (iv) the right of the Lessee to terminate and any Construction Documents related to the Series 2026 Improvements or any Additional Housing Facilities, to perform thereunder, and to compel performance and otherwise exercise all remedies thereunder. The Lessor acknowledges that the Lessee may grant to the Trustee security interests in various items of collateral including, but not limited to, certain rights and remedies with respect to any Construction Documents related to the Series 2026 Improvements or any Additional Housing Facilities (collectively the "***Lender Security Interest***"). Any and all security interests granted to the Lessor by the Lessee pursuant to this Ground Lease (including, but not limited to, the security interest granted in this Section) shall be subject to the provisions of Section 36(i) hereof and subordinate in all respects to the Lender Security Interests (as defined herein) and the interest of any permitted Leasehold Mortgagee.

(b) *Further Action and Documents*. The Lessee agrees that from time to time, at the expense of the Lessee, the Lessee will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Lessor may reasonably request, in order to perfect and protect any pledge, assignment, or security interest granted or purported to be granted hereby or to enable the Lessor to exercise and enforce its rights and remedies hereunder with respect to any Construction Documents related to the Series 2026 Improvements or any Additional Housing Facilities.

(c) *Financing Statements*. The Lessee hereby authorizes the Lessor to file one or more financing and/or continuation statements, and amendments thereto, relating to all or any part of any design and construction documents related to any Additional Housing Facilities without the signature of the Lessee where permitted by law. A photocopy or other reproduction of this Ground Lease or any financing statement covering any Construction Documents related to any Series 2026 Improvements or Additional Housing Facilities or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) *Lessor Appointed Attorney-in-Fact*. The Lessee hereby irrevocably appoints the Lessor the Lessee's attorney-in-fact, with full authority in the place and stead of the Lessee and in the name of the Lessee or otherwise, if an Event of Default shall have occurred, to take any action and to execute any instrument that the Lessor may deem necessary or advisable to accomplish the purposes of this Ground Lease, subject in all cases to the rights of the Issuer and the Trustee, including, without limitation:

(i) to obtain insurance required pursuant hereto in the event the Lessee shall fail to obtain such insurance;

(ii) to ask, demand, collect, sue for, recover, compromise, receive, and give acquittance and receipts for moneys due and to become due under or in connection with any Construction Documents related to the Series 2026 Improvements or any Additional Housing Facilities; and

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(iii) to file any claims or take any action or institute any proceedings that the Lessor may deem necessary or desirable to enforce compliance with the terms and conditions of, or the rights of the Lessor with respect to any of, any Construction Documents related to the Series 2026 Improvements or any Additional Housing Facilities.

(e) *Lessor May Perform*. If the Lessee shall fail to perform any agreement contained herein, the Lessor may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Lessor incurred in connection therewith shall be payable by the Lessee to the Lessor as additional rent hereunder.

(f) *Lessor's Duties*. The powers conferred on the Lessor hereunder are solely to protect its interest in any Construction Documents related to the Series 2026 Improvements or any Additional Housing Facilities and shall not impose any duty upon it to exercise any such powers. The Lessor shall have no duty to take any necessary steps to preserve rights against prior parties or any other rights pertaining to any Construction Documents related to the Series 2026 Improvements or any Additional Housing Facilities.

Section 14. Assignment of Lease. (a) *Written Consent*. Except as otherwise provided in this Ground Lease, the Lessee, and its successors and assigns, shall not have the right to assign or transfer this Ground Lease or any interest herein or any right or privilege appurtenant hereto or to sublease the Premises or any portion thereof, unless the written consent of the Lessor is first had and obtained, such consent not to be unreasonably withheld.

(b) *Resident Leases*. Any other provisions of this Ground Lease to the contrary notwithstanding, the Lessee, and its successors and assigns, shall, without the consent or approval of the Lessor, have the right, in the ordinary course of business, to enter into Resident Leases.

(c) *Assignment to Leasehold Mortgagee*. Any other provisions of this Ground Lease to the contrary notwithstanding, the Lessee, and its successors and assigns, shall have the right without the consent or approval of the Lessor to assign or transfer its interest in this Ground Lease or the Premises or any interest therein or any right or privilege appurtenant thereto that the Lessee desires to assign or transfer to a Leasehold Mortgagee to the extent permitted in Section 29 hereof. The Lessor agrees to recognize any assignee or transferee of an assignment or transfer for which the Lessor's consent is not required as lessee for the performance of all duties and obligations arising by reason of the interest of this Ground Lease being so assigned or transferred; provided, however, it is hereby agreed and acknowledged by the Lessor and the Lessee that the Lessee, its successors and assigns, shall not be relieved of its liability for the performance of such duties or obligations by any such assignment or transfer.

Section 15. Maintenance of Property. The Lessee shall, at all times during the term of this Ground Lease, at the Lessee's sole cost and expense, keep and maintain the Premises and appurtenances and every part thereof, and any and all buildings, other structures or improvements that may exist on, in, or be made a part of the Premises, in good order and condition, ordinary wear and tear excepted, and make all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, and foreseen and unforeseen. In the event the Lessee fails to perform any of its obligations as required hereunder, after notice and right to cure pursuant to the terms and provisions of Section 26(a) hereof, the Lessor may (but shall not be required to) perform and satisfy same, and the Lessee hereby agrees to reimburse the Lessor, as additional rent, for the reasonable cost thereof promptly upon demand. The parties agree that it shall be the Lessee's sole responsibility at all times during the term of this Ground Lease to maintain the Premises consistent with the Management Agreement and the maintenance standards for the other premises located on the Campus. All normal maintenance and repair during the term of this Ground Lease shall be complete when the Premises are surrendered to the Lessor. The Lessor acknowledges that

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the responsibility for all such maintenance will be assumed by the Manager pursuant to, and subject to the terms of, the Management Agreement.

Section 16. Annual Budget. (a) The Lessee shall cause the Manager, in consultation with the Lessee, to develop in good faith, in its discretion and after consultation with the Lessor, a line-item operation and capital budget for the Student Housing Facilities for each Annual Period (collectively, the "***Annual Budgets***" and each, an "***Annual Budget***") that sets forth matters usually contained in budgets of similar nature, all information required under the Bond Documents.

(b) Commencing with the first Annual Period and for each Annual Period thereafter, the Lessee shall submit to the Lessor for its approval, such approval not to be unreasonably withheld or delayed, a proposed Annual Budget within ninety (90) days prior to the commencement of each Annual Period. The Lessor shall give the Lessee notice of its approval of the Annual Budget as submitted or of its disapproval of one or more of the matters contained therein not later than fifteen (15) days prior to the commencement of such Annual Period. If the Lessor shall fail to give notice of approval or disapproval in a timely manner, then the Annual Budget as submitted shall be deemed approved by the Lessor. In the event that the Lessor gives notice of its disapproval, the Lessee and Lessor promptly, in good faith, shall develop an Annual Budget on which they both may agree. If the Lessee and the Lessor fail to initially establish a satisfactory Annual Budget for such Annual Period before the commencement of an Annual Period, the Annual Budget for the then current Annual Period, as increased by a factor equal to the greater of (i) 3.0% or (ii) the Consumer Price Index Increase shall be implemented for the next Annual Period until agreement is reached on a new Annual Budget.

(c) From time to time during or in respect to an Annual Period, the Lessee shall have the right to modify the Annual Budget, which amendment shall be subject to the Lessor's consent unless: (i) the amendment is to reflect additional General Revenues or the receipt of insurance or condemnation proceeds; (ii) the amendment shall be for an amount in respect to a line item (A) that does not increase or decrease, when added to all other changes to that line item, either the original amount of that line item or an increased amount approved by the Lessor and then in effect by more than the lesser of (1) ten percent (10%) and (2) $100,000, (B) that does not increase the original total amount of Expenses or an increased amount approved by the Lessor and then in effect by more than ten percent (10%) or (iii) the amendment shall be necessary to preserve life or property or comply with law. Any amendments requiring the Lessor's consent shall be submitted in writing and the Lessor shall give its consent or give the Lessee notice that it does not consent, with explanatory comments, within ten (10) business days of its receipt (by email of an electronic copy) of the amendment, failing which the amendment shall be deemed approved. An Annual Budget for an Annual Period, as so amended, shall, after such amendment, be the Annual Budget for such Annual Period.

(d) The Lessee shall operate the Student Housing Facilities and make expenditures in connection with the Student Housing Facilities in accordance with the Annual Budget.

(e) The Lessor acknowledges that there may be certain periods (e.g., the summer months) when the General Revenues may be inadequate to pay all of the Expenses (collectively, the "***Shortfall Periods***" and each, a "***Shortfall Period***") and agree that provision should be made for the funding of any such liquidity shortfalls (collectively, the "***Shortfalls***" and each, a "***Shortfall***") during the periods when the General Revenues are more than adequate to pay all of the Expenses (collectively, the "***Surplus Periods***" and each, a "***Surplus Period***"). The Lessor therefore authorizes the Lessee to make provision for such Shortfalls by arranging to have amounts deposited in the Operating Account during Surplus Periods to be in excess of that which is required to pay Expenses during such Surplus Periods with such excesses to be in the amounts of the anticipated Shortfalls. The Lessor also acknowledges that the funding for a Shortfall Period in one Annual Period may be made during a Surplus Period occurring in the immediately preceding Annual Period.

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The Lessee agrees that any such funding for a Shortfall Period shall be clearly and completely identified in the Annual Budget submitted to and approved by the Lessor.

Section 17. Reservations of Rights. The Lessor reserves the following rights in and to the Property:

(a) Pedestrian/Vehicular Access Reservation. The Lessor reserves the right, at any time and from time to time, to construct, install, repair, maintain, remove and replace one or more pedestrian walkways, connections, overhead walkways and similar improvements providing pedestrian ingress and egress to and from the Property to other lands or property owned from time to time by the Lessor. Additionally, the Lessor further reserves for itself and the users and occupants from time to time of land or other property owned from time to time by the Lessor the non-exclusive right to use, for vehicular and pedestrian ingress and egress purposes, all roads, streets, drives, sidewalks, plazas and other areas of the Property that are, from time to time, intended for use for vehicular and pedestrian ingress, egress and enjoyment of the Premises. The rights reserved by the Lessor in this Section are herein called the "***Pedestrian Access Reservation***". The Lessor expressly agrees that its use of the Pedestrian Access Reservation shall be reasonable and the Lessor shall not take any action in exercise of such rights that would interfere with the development or operation of the Premises or the improvements to be constructed thereon by the Lessee pursuant to this Ground Lease.

(b) Infrastructure Rights. The Lessor reserves and retains the right, exercisable from time to time in accordance with this Section, to connect to the utility mains, lines, conduit and other facilities providing power, technology, telecommunications, water, sanitary sewer, stormwater discharge service and capacity and other similar utilities and services to the Premises (as a whole or in material part, and as opposed to lines and conduit servicing only particular buildings or a limited set of improvements), and to transmit through such mains, lines, conduits and other facilities power, technology, telecommunications, water, sanitary sewer, stormwater and other similar utilities and services. Any such connections shall be at the sole cost and expense of the Lessor, coordinated with the Lessee so as to minimize any disruption in services to the Premises, and shall only be permitted to be made if, in the reasonable opinion of engineers selected by the Lessor, the lines and conduit all are of adequate size to accommodate the incremental flow or transmission capacity resulting from the intended use (if such lines are not of adequate size, the Lessor shall have the right to increase the size at its sole cost and expense). The rights reserved by the Lessor in this Section are herein called the "***Infrastructure Rights***." The Lessor expressly agrees that use of the Infrastructure Rights shall be reasonable and the Lessor shall take any action in exercise of such rights that would interfere with the development or operation of the Premises or the improvements to be constructed thereon pursuant to this Ground Lease.

(c) Construction. The Lessor reserves the right of access for the purpose of constructing, installing, maintaining, and/or expanding any roads, parking, curbing and utility and other infrastructure on, around and within the Property, provided that Lessor shall take any action in the exercise of such rights that would interfere with the development, operation or maintenance of the Premises or the improvements to be constructed thereon by the Lessee pursuant to this Ground Lease.

(d) Naming Rights. The Lessor reserves the right, at any time and from time to time, to add names for any new Student Housing Facilities and to change the names of any existing Student Housing Facilities. The Lessor's reservation of rights herein shall be subject to an opinion of bond counsel that the exercising of such rights shall not have an adverse effect on the tax-exempt status of any Bond used to finance or refinance the respective Student Housing Facility to be named or renamed.

Section 18. Indemnification Agreement. (a) Only to the extent of the Lessee's rights to and ownership interest in the Student Housing Facilities or required insurance coverage, which shall be the sole

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source of compensation available to any Indemnitee, the Lessee hereby releases and agrees to indemnify and hold harmless the Lessor and all of its regents, officers, employees, directors, agents, and consultants (hereinafter collectively referred to as the "***Indemnitees***") of and from any and all claims, demands, liabilities, losses, costs, or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and reasonable attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Ground Lease, due to any negligent act or omission on the part of the Lessee, its agents, employees, or others working at the direction of the Lessee or on its behalf, or due to the application or violation of any pertinent federal, state, or local law, rule, or regulation but shall not include any liability for any criminal, tortious, or intentional acts of the Indemnitees. This indemnification extends to the successors and assigns of the Lessee, and this indemnification survives the expiration or termination of the Ground Lease and the dissolution or, to the extent allowed by law, the bankruptcy of the Lessee. This indemnification does not extend beyond the scope of this Ground Lease and any construction documents related to the Project and the work undertaken thereunder, and does not extend to claims exclusively between the undersigned parties arising from the terms or regarding the interpretation of this Ground Lease.

(b) Upon the transfer of all of Lessee's interest in the Student Housing Facilities, whether by termination of this Ground Lease or as otherwise allowed under the terms hereof or consented to by Lessor (other than a termination resulting from an Event of Default), the Lessor shall, to the full extent allowed by the laws of the Commonwealth, be obligated to (a) indemnify and hold harmless Lessee from and against any and all costs, liability, damage or expense, including, without limitation, reasonable attorneys' fees and disbursements, arising with respect to Lessee's ownership, construction, financing or management of the Student Housing Facilities incurred prior to or subsequent to the transfer of the Student Housing Facilities, which obligation shall specifically include, without limitation, the obligation to reimburse Lessee for any state or local taxes assessed against Lessee as a result of such transfer, but shall not include any cost or expenses solely related to Lessee's corporate overhead or operation or as a result of the willful misconduct of the Lessee, its agents or employees. This indemnification extends to the successors and assigns of the Lessor, and this indemnification survives the expiration or termination of the Ground Lease and the dissolution or, to the extent allowed by law, the bankruptcy of the Lessor. This indemnification does not extend beyond the scope of this Ground Lease and any construction documents related to the Project and the work undertaken thereunder, and does not extend to claims exclusively between the undersigned parties arising from the terms or regarding the interpretation of this Ground Lease.

Section 19. Parking. The Lessor shall maintain throughout the term of this Ground Lease parking for residents of the Student Housing System in a manner consistent with parking provided to other students and in reasonable proximity to the Student Housing Facilities. Parking shall at all times be made available and be maintained in accordance with the Lessor's standards and practice for provision of parking for similar facilities throughout its campus and shall include accessible spaces in accordance with applicable law.

Section 20. Insurance. (a) *General*. It is the intent of the parties that all risk of loss for the Student Housing Facilities be shifted to insurance to the maximum extent practicable. Accordingly, unless the Lessor otherwise agrees, the Lessee shall maintain, or cause to be maintained, insurance covering the risks enumerated below to the extent that such insurance is available on commercially reasonable terms. Such insurance shall be written on an occurrence basis unless the Lessor otherwise consents in writing, which consent shall not be unreasonably withheld or delayed, except for the Fidelity/Employee Dishonesty coverage required under subsection 20(d) and Errors and Omissions coverage required under subsection 20(g) which may be written on a claims made basis. The policies shall provide that such insurance shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by the Lessor, the Issuer, and the Trustee, to themselves or their officers, officials, or employees, that such insurance shall not be cancelled without thirty (30) days' written notice, or ten (10) days' written notice for

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non-payment of premium to the Lessee and Lessor. Should any insurance company not provide notice to the Lessor, then the Lessee shall promptly forward any notice of cancellation received from an insurance carrier to the Lessor. Except for the insurance required under subsections 20(b), 20(d) and 20(g) hereof, such insurance shall name the Lessor, the Trustee and the Issuer as additional insureds and include a waiver of subrogation rights endorsement or language in favor of the additional insureds. The waiver of subrogation rights endorsement or language in favor of the additional insureds shall also apply under the workers' compensation /employers liability policy. The insurance policies purchased by or caused to be maintained by the Lessee must be issued by a company authorized to conduct business in the Commonwealth, including non-admitted insurance companies, or by a company acceptable to the Lessor and that has a rating of "A-VIII" or better by the latest *Best Insurance Report*. Notwithstanding anything else herein contained, the rights of the Lessor to any insurance policies covering the Premises or the Student Housing Facilities (or any portion thereof) and any and all proceeds paid or payable thereunder shall be in all respects junior and subordinate to the rights of the Lessee, the Trustee under the Bond Documents and any other permitted Leasehold Mortgage.

(b) *Workers' Compensation, Employer's Liability*. All times prior to the Termination Date, if applicable, the Lessee shall maintain Workers Compensation and Employer's Liability Insurance as further outlined below. In addition, the Lessee shall require the Developer and Manager, if applicable, and all contractors, architects and engineers to maintain, Workers' Compensation Insurance covering all employees working on the Property as required by the laws of the Commonwealth. The Workers' Compensation policy must include Coverage B-Employer's liability limits of: Bodily Injury by Accident – One Million Dollars ($1,000,000) each accident; and Bodily Injury by Disease – One Million Dollars ($1,000,000) each employee/policy limit.

(c) *Property/Business Interruption*. Subject to the additional requirements of the Loan Agreement, which shall govern any inconsistency herewith, the Lessee shall maintain or cause to be maintained with the Lessee and Lessor as insureds:

(i) All Risk Commercial Property Insurance covering physical loss or damage to the Premises and Personalty (including flood, earthquake, named storm, vandalism and malicious mischief) in an amount not less than the then full replacement value subject to standard property insurance sub-limits. Such insurance shall include coverage for routine renovation and construction projects or a stand-alone builder's risk policy will be procured and maintained for any such undertakings. Flood and earthquake limits may be sub-limited at a minimum of $5,000,000 each; and

(ii) Business interruption and extra expense insurance (also referred to as "loss of rental income insurance") covering loss of revenues, the value of related soft costs or other income by the Lessee by reason of total or partial suspension of, or interruption in, the operation of the Student Housing Facilities caused by covered damage or destruction of the Student Housing Facilities in an amount sufficient to meet debt service payments on the Series 2026 Bonds and budgeted operating expenses for eighteen (18) months, minus those operating expenses avoided as a result of, and during the period of interruption, subject to the reasonable discretion of the Lessor.

Should the Property/Business Income Interruption policy required herein not provide coverage for the Series 2026 Improvements, the Lessee shall obtain or cause to be maintained, with the Lessee and Lessor as insureds, a stand-alone all risk builder's risk insurance policy covering the replacement cost of the Series 2026 Improvements and delay in completion/loss of rental income covering at least eighteen months of lost rental revenue.

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(d) *Fidelity Bonds*. At all times during the term of this Ground Lease, the Lessee shall maintain fidelity bonds or employee dishonesty insurance (also known as "Commercial Crime Insurance") for all officers, agents, and employees of the Lessee with the responsibility of handling any revenues generated from the operation of the Student Housing Facilities with policy limits not less than Five Hundred Thousand Dollars ($500,000). Such insurance coverage shall specifically include coverage for computer fraud, funds transfer fraud and social engineering fraud (on a sublimited basis).

(e) *Public Liability*. At all times during the term of this Ground Lease, the Lessee shall maintain or cause to be maintained a primary Commercial General Liability insurance policy, CG 00 01 04 13 or equivalent or later, ("***CGL***") covering all claims for bodily injury and property damage, including loss of use thereof, in an amount not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, with deductible provisions per occurrence which are reasonable and customary in the current insurance market, to include personal and advertising injury, contractual liability and products/completed operations coverage, to cover all insurable obligations in this Ground Lease. Coverage may be specific for the Student Housing Facilities or covered under umbrella or pooled policies. The policy or policies must be on an "occurrence" basis unless waived by the Lessor.

(f) *Automobile*. At all times during the term of this Ground Lease, the Lessee shall maintain or cause to be maintained business automobile insurance (with deductible provisions per occurrence which are reasonable and customary in the current insurance market) with liability limits of not less than One Million Dollars ($1,000,000.00) combined single limit covering liability arising out of the use of any of the Lessee's vehicles used in conjunction with the Student Housing Facilities, whether owned, non-owned or hired.

(g) *Errors and Omissions*. The Lessee shall cause the Developer to cause any architects or engineers providing services in connection with the design and construction of Series 2026 Improvements or Additional Housing Facilities to maintain Professional Errors and Omissions Insurance in the amount of $5,000,000 per claim and annual aggregate for not less than a period of five (5) years after final completion of Series 2026 Improvements or Additional Housing Facilities, as the case may be. Coverages may be specific for Series 2026 Improvements or Additional Housing Facilities or aggregated with insurance for other undertakings of the insureds. If the policies are canceled or non-renewed an extended reporting period endorsement or tail coverage shall be purchased for the required three (3) years.

(h) *Umbrella/Excess Liability*. The Lessee shall obtain and maintain or cause to be obtained and maintained, with the Lessor as an additional insured, umbrella or excess liability coverage in the minimum amount of Twenty-Five Million Dollars ($25,000,000) in the aggregate, which shall include all insured coverages required by subsections (b – employer's liability), (e), and (f) of this Section.

(i) *Loss Payable Clauses*. The contracts of insurance set forth in Section 20(c) shall contain a standard loss payable endorsement, including the Trustee, as mortgagee, any Leasehold Mortgagee, the Lessor, and the Issuer as loss payees, as their respective interests may appear. The insurance policy shall specifically provide that no act or omission by the named insureds shall in any way prejudice the rights of these loss payees.

(j) *Delivery of Insurance Certificates*. Upon the commencement of this Ground Lease and at each policy renewal date, the Lessee shall furnish to the Lessor, at the address set forth for each in Section 31 hereof, an insurance certificate or renewal certificate evidencing all insurance required to be carried by, or maintained on behalf of, the Lessee in accordance with the Ground Lease, listing the Lessor as the certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the Lessee includes contractual liability coverage to cover all insurable obligations in this Ground Lease.

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(k) *Evidence of Payment of Premiums*. The Lessee shall furnish to the Lessor upon request duplicate receipts or satisfactory evidence of the payment of all premiums on any and all insurance required to be carried by, or maintained on behalf of, the Lessee, in accordance with this Ground Lease.

(l) *Changes in Coverage*. The Lessee shall keep and maintain such other liability insurance and property damage insurance on the Premises or any replacements or substitutions therefor in such amounts as may from time to time be reasonably required by the Lessee or the Lessor and covering such other insurable hazards that at the time are commonly insured against in the case of premises similarly situated, due regard being given to the height and type of the Improvements, its construction, location, use, and occupancy. Without limiting the generality of the foregoing, the Lessee and the Lessor respectively recognize that insurance practices, procedures, policy forms, and available coverages and insurance premiums applicable thereto change from time to time and that it is the intention of the Lessor and the Lessee that the Lessor be permitted to revise and update from time to time during the term of this Ground Lease the specifications with regard to the insurance to be obtained and maintained by the Lessee so that both the Lessee and the Lessor are afforded coverage that is then commonly provided in similar circumstances on commercially reasonable terms.

Section 21. Damage and Destruction. (a) *Repair of Damaged Improvements*. Should any building or other structures or improvements constructed and located by the Lessee on or within the Premises be damaged or destroyed by fire or any other casualty whatsoever during the term of this Ground Lease, the Lessee, except as hereafter provided in this subsection (a), shall, within ninety (90) days from the date of such damage or destruction, commence the work of repair, reconstruction, restoration, or replacement and shall prosecute the same with all reasonable dispatch, such that the buildings, other structures or improvements shall be repaired, reconstructed, or restored as nearly as practicable to the same condition as prior to such damage or destruction. Anything in this Ground Lease to the contrary notwithstanding, the period of time within which the Lessee is hereinabove obligated to complete the repair, reconstruction, restoration, or replacement of any buildings or other structures or improvements so damaged or destroyed shall be extended for the period of any delay in said completion not within the reasonable control of the Lessee. The Lessor and the Lessee specifically agree that, except as otherwise provided in this Ground Lease, damage to or destruction of any building or other structures or improvements on or within the Property at any time during the term of this Ground Lease, by fire or any other casualty whatsoever, shall not work a termination of this Ground Lease or authorize the Lessee or those claiming by, through or under the Lessee to quit or surrender possession of the Premises or any part thereof, and shall not release the Lessee in any way from its liability to pay the Lessor the Rent herein provided for, or from any of the provisions of this Ground Lease. However, if any building or other structures or improvements constructed and located by the Lessee on or within the Property shall be damaged or destroyed at any time after payment in full of any debt secured by the Lessee's interest under this Ground Lease, the Lessee shall be relieved of any obligation to repair, reconstruct, restore, or replace the said damaged or destroyed buildings, other structures or improvements upon payment by the Lessee to the Lessor, in a single total payment, of the net proceeds received by the Lessee from the insurance company or companies insuring the same. The Lessee shall also be relieved of any such obligation in the event a Leasehold Mortgagee shall elect to apply insurance proceeds to the reduction of the Lessee's outstanding indebtedness as permitted pursuant to subsection (c) of this Section. The release of the Lessee from the Lessee's obligation to repair, reconstruct, restore, or replace the said damaged or destroyed building or other structures or improvements shall be conditioned, in addition to the payment by the Lessee of the sums herein enumerated, upon delivery by the Lessee to the Lessor of an instrument releasing, demising, conveying, and transferring to the Lessor all of the Lessee's rights, title, and interest in and to the Premises. Notwithstanding the above, the parties recognize that the Bond Documents contain provisions governing the actions of the Lessee upon damage or destruction of all or part of the Premises and agree that so long as the Bond Documents are in effect, (i) the compliance by the Lessee with the provisions thereof regarding

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damage or destruction shall constitute compliance by the Lessee hereunder, and (ii) this Section shall be interpreted in a manner consistent with the provisions of the Bond Documents.

(b) *Damages for Failure to Comply with Repair Obligation*. If the repair, reconstruction, restoration, or replacement of damaged or destroyed buildings, other structures or improvements is not substantially completed in accordance with subsection (a) hereof (if such completion date is prior to the end of the term of this Ground Lease and if the Lessee is under the affirmative requirement of such subsection (a) to commence the repair, reconstruction, restoration, or replacement), the Lessor may terminate this Ground Lease upon ninety (90) days' written notice thereof to the Lessee, with a right of the Lessee to cure within such 90-day period and, in such event, but subject to the requirements of the Bond Documents, the Lessor shall receive the proceeds of all insurance obtained in accordance with Section 20 of this Ground Lease to the extent such proceeds have not been expended on or committed to such repairs.

(c) *Use of Proceeds of Insurance*. The proceeds of all insurance obtained in accordance with Section 20 hereof shall be used in accordance with the provisions of the Bond Documents.

(d) *Termination Prior to Completion of Repair*. In the event of the termination of this Ground Lease before the expenditure of the full amount of such insurance proceeds in the repair, reconstruction, restoration, or replacement of such damaged or destroyed buildings, other structures or improvements, any unexpended balance thereof, including any interest previously earned by such balance, shall inure to and become the sole property of the Lessor.

(e) *Subordination to Bond Documents*. Notwithstanding anything else herein contained, the provisions of the Bond Documents shall control in all respects the receipt, handling, and application of any and all insurance proceeds, it being acknowledged and agreed that the Issuer, the Trustee and any other permitted Leasehold Mortgagee, as their respective interests may appear, shall have a first and prior security interest therein.

Section 22. Condemnation. (a) *General*. The term "***condemnation***" as used in this Ground Lease means the taking or appropriation of property, or any interest therein, in exercise of the power or right of eminent domain or such taking for public or quasi-public use or any state of facts relating to the taking or appropriation of property that, without an actual taking or appropriation, shall result in direct or consequential damages to the Property or the leasehold interest herein. Such term shall also be deemed to include to the extent not otherwise defined in this paragraph, a temporary taking of the Property or any part thereof or the improvements thereon for a period of one year or more, and the taking of the leasehold interest created herein.

(b) *Total Condemnation*. If all of the Property (or such substantial portion thereof as shall, in the Lessor's sole discretion, make it economically unfeasible to continue to operate the remaining portion for the purpose herein) is so condemned, this Ground Lease shall terminate on the date title to the Property vests in the condemnor; provided, however, that such termination shall be without prejudice to the rights of the Lessor to recover just and adequate compensation from any such condemnor. If this Ground Lease is terminated as provided in this subsection, the Lessee shall pay the Rent for the year in which the Property is taken, up to the date of such termination. The Rent shall be payable within sixty (60) days after the date the Ground Lease is terminated.

(c) *Division of Award - Total Condemnation*. Subject to the controlling provisions of the Bond Documents, if the property is totally condemned as provided in subsection (b) above, the condemnation proceeds shall be paid as follows:

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(i) the Lessee first shall be entitled to receive such portion of the condemnation proceeds as shall equal the principal balance and accrued interest on and all other sums owing under the Leasehold Mortgage that shall be directly paid to such Leasehold Mortgagee.

(ii) the Lessor shall then be entitled to receive the balance of the condemnation proceeds.

(d) *Partial Condemnation*. In the event of a taking of less than a total taking as provided in subsection (b) above, this Ground Lease shall terminate as to the condemned portion of the Property on the date title to the condemned portion of the Property vests in the condemnor; provided, however, that such termination shall be without prejudice to the rights of the Lessor to recover just and adequate compensation from any such condemnor. The provisions of this Ground Lease shall remain in full force and effect as to the portion of the Property not condemned.

(e) *Division of Award - Partial Condemnation*. Subject to the controlling provisions of the Bond Documents, if the property is partially condemned as provided in subsection (d) above, the condemnation proceeds shall be paid as follows:

(i) the Lessee first shall be entitled to receive such portion of the condemnation proceeds as shall equal Leasehold Mortgagee's equitable portion of the principal balance and accrued interest on and all other sums owing under the Leasehold Mortgage. Such amount shall be directly paid to such Leasehold Mortgagee.

(ii) the Lessor shall then be entitled to receive the balance of the condemnation proceeds.

Section 23. Estoppel Certificates. (a) The Lessor and the Lessee will execute, acknowledge and deliver to the other promptly upon request, a certificate certifying as to the following:

(i) *Validity of Lease*: that this Ground Lease is unmodified and in full force and effect (or, if there have been modifications, that this Ground Lease is in full force and effect, as modified, and stating the modifications);

(ii) *Payment of Rent*: the dates through which the Rent under this Ground Lease has been paid;

(iii) *Amount of Rent Due:* the amount of the Rent then payable; and

(iv) *Defaults by the Lessee*: that no notice has been given by the Lessor to the Lessee of any failure to comply under this Ground Lease that has not been cured and to the best of its knowledge and belief no Event of Default exists (or, if there has been any notice given or an Event of Default exists, describing the same).

(b) Certificates from the Lessor and the Lessee pertaining to the same matters may be relied upon by any prospective Leasehold Mortgagee or by any prospective assignee of an interest under this Ground Lease or by any prospective sublessee as to all or any portion of the Property.

Section 24. Access to Premises. The Lessor and their authorized representatives, agents, employees, and attorneys may, but shall be under no duty to, enter the Premises at reasonable times and hours, subject to the rights of tenants in possession, if any, to inspect the Property in order to determine whether the Lessee is complying with its undertakings, duties, and obligations under this Ground Lease. The Lessor may make such necessary repairs, additions, improvements, changes, or alterations to the Premises as the Lessor may elect to make in accordance with the terms and provisions of this Ground Lease

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(the Lessor agreeing to provide five (5) days' written notice of its intent to make such necessary repairs, additions, improvements, changes, or alterations to the Premises, except in the case of an emergency where no such prior notice shall be required), and to exhibit the same to prospective purchasers, operators, mortgagees, or tenants of the Premises. Such entry, inspection and repairs, additions, improvements, changes, or alterations as the Lessor may make of the Premises shall not constitute an eviction of the Lessee in whole or in part, and the Rent shall in no way abate by reason of loss or interruption of the business of the Lessee or otherwise while such work is being done. The Lessor agrees to employ its reasonable efforts to minimize any interruption to the business operations of the Lessee resulting from the Lessor's (or its designated representatives') work in or on the Premises. Nothing herein contained, however, shall be deemed or construed to impose upon the Lessor any obligation or liability whatsoever for care, supervision, repair, improvement, additions, improvement, change, or alteration to the Premises other than as herein expressly provided.

Section 25. Property Subject to Zoning. The Lessee takes the Property subject to all zoning regulations and ordinances now or hereafter in force including, but not limited to, those as to building line and setback.

Section 26. Events of Default and Remedies. (a) *Events of Default Defined*. The following shall be "***Events of Default***" under this Ground Lease, and the terms "***Event of Default***" or "***Default***" shall mean, whenever they are used herein, any one or more of the following events:

(i) The Lessee shall fail to pay the Rent at the times specified herein.

(ii) The Lessee shall fail to perform or cause to be performed any other term, covenant, condition, or provision hereof, other than as referred to in (i) above, and to correct such failure within thirty (30) days after written notice specifying such is given to the Lessee and the Trustee by the Lessor. In the case of any such failure that cannot with due diligence be corrected within such thirty (30) day period but can be wholly corrected within a period of time not materially detrimental to the rights of the Lessor, it shall not constitute an Event of Default if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the failure shall be corrected.

(iii) The Lessee shall be adjudicated a bankrupt.

(iv) A permanent receiver shall be appointed for the Lessee's interest in the Premises and such receiver shall not be removed within ninety (90) days after notice from the Lessor to the Lessee to obtain such removal.

(v) The Lessee shall voluntarily take advantage of any debtor relief proceedings under any present or future law whereby any amount payable to the Lessor hereunder shall be reduced or payment thereof deferred or shall become subject to any such involuntary proceedings and said involuntary proceedings shall not be dismissed within ninety (90) days after notice from the Lessor to the Lessee to obtain such dismissal.

(vi) The Lessee shall make a general assignment for the benefit of creditors.

(vii) The Premises or the Lessee's effects or interests therein shall be levied upon or attached under process against the Lessee, and the same shall not be satisfied or dissolved within ninety (90) days after notice from the Lessor to the Lessee and the Trustee to obtain satisfaction or dissolution thereof.

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(viii) The Lessee shall default under the terms of the Development Agreement and such default continues after any applicable grace or cure period.

(b) *Remedies*. Subject to the provisions of Sections 29(c), (d), (e) and (f) and 36(i) hereof and the payment or defeasance of the Series 2026 Bonds or any Additional Bonds, upon the occurrence of an Event of Default, the Lessor may pursue one of the following remedies in addition to any other right or remedy available at law or in equity:

(i) Terminate this Ground Lease immediately upon written notice thereof to the Lessee and the Trustee, and thereafter, without legal process, enter upon and take possession and control of the Premises to the complete exclusion of the Lessee. The Lessor may also demand, collect, and retain all rents due from tenants occupying the Premises, and the Lessor may otherwise treat and occupy the Premises as if this Ground Lease had expired of its own limitation. The failure of the Lessor to exercise such rights after one or more Events of Default shall not be a waiver of the rights of the Lessor upon the occurrence of any subsequent Event of Default; or

(ii) As the Lessee's legal representative, without terminating this Ground Lease, re-let the Premises upon obtaining the written consent of any Leasehold Mortgagee. Such re-letting may be accomplished without advertisement and by private negotiations for such term or terms and at such rental or rentals as the Lessor in its sole discretion may deem proper and advisable, with the right to make alterations and repairs to the Premises. Upon each such reletting:

(A) the Lessee shall be immediately liable to pay to the Lessor, in addition to any sums due hereunder, the reasonable cost and expenses of such reletting and of such alterations and repairs incurred by the Lessor; and

(B) subject to applicable law, rents received by the Lessor from such reletting shall be applied: First, to the payment of any costs and expenses of such re-letting and of such alteration and repair; Second, to the payment of Rent due and unpaid under this Ground Lease; and Third, the residue, if any, shall be held by the Lessor, in escrow, and (1) applied to the payment of the Rent as the same shall become due under this Ground Lease and (2) if any balance shall then remain, paid to the Lessee at the termination of this Ground Lease. The Lessor shall in no event be liable to the Lessee for any interest on the said residue.

Notwithstanding anything herein to the contrary, as long as the Bonds are outstanding the Lessor shall not have the right, power or authority to terminate this Ground Lease if the Lessee has made all required payments of Rent and is operating and maintaining the Premises in the manner required by Section 15 hereof.

(c) Lessor Events of Default. If the Lessor shall fail to perform or cause to be performed any term, covenant, condition, or provision imposed upon it hereunder, and to correct such failure within thirty (30) days after written notice specifying such is given to the Lessor by the Lessee, such failure shall be a "Lessor Event of Default"; provided, that in the case of any such failure that cannot with due diligence be corrected within such thirty (30) day period but can be wholly corrected within a period of time not materially detrimental to the rights of the Lessee, it shall not constitute a Lessor Event of Default if corrective action is instituted by the Lessor within the applicable period and diligently pursued until the failure shall be corrected. Upon occurrence and during the continuation of any Lessor Event of Default the Lessee and any Leasehold Mortgagee shall have the right to, in addition to any other right or remedy available at law or in equity:

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(i) perform, on behalf and at the expense of the Lessor, any obligation of the Lessor under this Ground Lease that the Lessor has failed to perform, the cost of which shall be deducted from Rent owed hereunder;

(ii) cure such Lessor Event of Default in any other manner; and

(iii) pursue any combination of such remedies and/or any other right or remedy available to the Lessee in respect to the Lessor on account of such Lessor Event of Default under this Ground Lease or at law or in equity, other than termination of this Ground Lease.

Section 27. Release and Addition of Property. (a) Subject to the requirements of the Bond Documents, and at the sole expense of the Lessor, the parties agree that, from time to time, parcels of real property, improved or unimproved, may be released from the demise of this Ground Lease, and thereafter shall no longer constitute part of the Property, under the following conditions:

(1) an instrument releasing the parcel of real property from the demise of the this Ground Lease (the "Release") shall be executed by the Lessor and the Lessee;

(2) the Release or a memorandum thereof shall be recorded in the office of the Warren County Clerk;

(3) an instrument releasing the parcel of real property from the encumbrance of the Leasehold Mortgage shall be executed, delivered and recorded in the office of the Warren County Clerk;

(4) the Lessee shall have received an opinion of counsel, satisfactory in form and content to the Lessee and its counsel, stating that the execution and delivery of the Release shall not have an adverse effect on the tax-exemption of the Tax-Exempt Bonds (as defined in the Indenture).

(5) a resolution of the Board of Regents of the Lessor, authorizing the execution and delivery of the Release; and

(6) a resolution of the Lessee, authorizing the execution and delivery of the Release.

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(b) Subject to the requirements of the Bond Documents, at the sole expense of the Lessor, the parties agree that, from time to time, parcels of real property, improved or unimproved, may be added to the Property subject to the demise of this Ground Lease and used for the purposes permitted hereby under the following conditions:

(1) for the parcels of real property more particularly described on Exhibit "D":

(i) an instrument subjecting the parcel of real property to the demise of the this Ground Lease (the "Demising Instrument") shall be executed by the Lessor and the Lessee;

(ii) the Demising Instrument or a memorandum thereof shall be recorded in the office of the Warren County Clerk;

(iii) the Leasehold Mortgage shall be amended to encumber the parcel of real property subject to the Demising Instrument, and said amendment shall be recorded in the office of the Warren County Clerk;

(iv) the Lessee shall have received an opinion of bond counsel, satisfactory in form and content to the Lessee and its counsel, stating that (2) the execution and delivery of the Demising Instrument and the use of the property subject to the Demising Instruments (AA) is permitted by the Act, as that term is defined under the Bond Indenture, and (BB) shall not have an adverse effect on the tax-exemption of the Tax-Exempt Bonds (as defined under the Indenture);

(v) the Lessee shall have received an endorsement to the existing title policy issued with regard to the Property, satisfactory to the Lessee, adding the subject parcel to the existing title policy as of the dated date of the Demising Instrument;

(vi) the Lessee shall have received a current appraisal covering the parcel subject to the Demising Instrument and any improvements thereon in form and content satisfactory to the Lessee;

(vii) the Lessee shall have received an ALTA as-built survey for the parcel subject to the Demising Instrument and any improvements constructed thereon;

(viii) the Lessee shall have received a geotechnical analysis report relating to the parcel subject to the Demising Instrument and the construction of any improvements thereon in form and content satisfactory to the Lessee;

(ix) the Lessee shall have received a Phase I Environmental Assessment relating to the parcel subject to the Demising Instrument in form and content satisfactory to the Lessee;

(x) the Lessee shall have received a certificate of an architect and/or engineer related to the construction of any improvements on the parcel subject to the Demising Instrument, certifying that such improvements were constructed in accordance with any Plans and Specifications therefor and all applicable codes and regulations;

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(xi) the Lessee shall have received a property condition report relating to the parcel subject to the Demising Instrument and the construction of any improvements thereon in form and content satisfactory to the Lessee;

(xii) the Lessee shall have received copies of all permits, licenses, certificates, authorizations, certificates of occupancy and other governmental approvals relating to the parcel subject to the Demising Instrument and the construction of any improvements thereon and written evidence that the intended use of the parcel is in accordance with all applicable zoning, planning and building restrictions; and

(xiii) the Lessee shall have received evidence satisfactory to the Lessee that the parcel subject to the Demising Instrument and any improvements thereon has adequate access to all electric, gas, water, sewer, telephone, internet and other utilities necessary for the intended use thereof.

(2) for any parcel of real property not more particularly described on Exhibit "D":

(i) the conditions listed in Section 27(b)(1) above;

(ii) a resolution of the Board of Regents of the Lessor, authorizing the execution and delivery of the Demising Instrument; and

(iii) a resolution of the Lessee, authorizing the execution and delivery of the Demising Instrument.

Section 28. Expiration or Termination. (a) *Extinguishment of the Lessee's Rights*. Upon the termination or expiration of this Ground Lease from any cause, all rights and interests of the Lessee, and all persons whomsoever claiming by, through or under the Lessee (with the exception of the rights of Leasehold Mortgagees arising under Section 29 hereof), shall immediately cease and terminate, and the Premises, including all buildings, improvements, engines, machinery, dynamos, generators, boilers, furnaces, elevators, fire escapes, and all lifting, lighting, heating, cooling, refrigerating, air conditioning, ventilating, gas, electric and plumbing apparatus, appliances and fixtures, as well as other fixtures attached to or within the Premises, and all personal property located thereon, shall thence forward constitute and belong to and be the absolute property of the Lessor or the Lessor's successors and assigns, without further act or conveyance, and without liability to make such compensation to the Lessee or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by the Lessee at any time. The Lessee agrees, at the termination of this Ground Lease, to surrender unto the Lessor, all and singular the Premises with then existing buildings, other structures and improvements constructed and located thereon and therein, in the same condition as when the construction of such buildings, other structures, and improvements was completed, only natural and normal wear and tear excepted, unless the Lessee shall be relieved of the Lessee's obligation to repair, reconstruct, restore or replace damaged or destroyed buildings, other structures or improvements pursuant to Section 21(a) hereof.

(b) *Prepaid Items Assigned*. Upon the expiration of the term of this Ground Lease, or upon the prior termination of this Ground Lease from any cause, all expense items prepaid by the Lessee with respect to constructing, operating, maintaining, and protecting the Premises, including, but not limited to, prepaid insurance premiums, any tax and utility deposits, shall inure to the benefit of and become the property of the Lessor and to this extent the Lessee does hereby transfer, assign and convey any such prepaid expense items to the Lessor.

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(c) *Amounts Remaining in Funds and Accounts*. Upon the expiration of the term of this Ground Lease, or upon the prior termination of this Ground Lease from any cause, and subject to the interest of the Issuer, the Lessee, the Trustee and/or any other Leasehold Mortgagee, any amounts remaining in any fund, account or reserve created in connection with the maintenance of the Property, or the management of the Student Housing Facilities, shall inure to the benefit of and become the property of the Lessor and to this extent the Lessee does hereby transfer, assign, and convey any such funds to the Lessor.

(d) *Ownership and Operation by Lessor*. If the Lessor acquires ownership of the Student Housing Facility pursuant to the terms of this Ground Lease or otherwise, the Lessor will continue to own and operate the Student Housing Facility so long as the Bonds are outstanding for a governmental purpose in a manner which would not cause the Bonds to become private activity bonds unless the Lessor provides an opinion of nationally recognized bond counsel addressed and reasonably acceptable to the Lessee, the Issuer and the Trustee to the effect that the change in use would not adversely affect any exclusion from gross income for federal income tax purposes of interest on any Bonds. Anything herein to the contrary notwithstanding, this Section 27(d) shall survive termination of this Ground Lease and continue in effect so long as any Bonds remain outstanding.

Section 29. Selection of Accountant. The Lessee shall have the right to select the Accountant for the Project that is necessary to prepare any audits or other reports required to be prepared by the Accountant under this Ground Lease, the Management Agreement or the Bond Documents.

Section 30. Mortgaging the Leasehold. The Lessee, and every successor and assign of the Lessee, shall have the right in addition to any other rights granted in this Ground Lease to encumber its interest in this Ground Lease or the Premises with the Lessor's consent, which consent shall not be unreasonably withheld, under any one or more Leasehold Mortgages. In accordance with the foregoing, the Lessor hereby consents to the Lessee's encumbrance of its interest in this Ground Lease and the Premises pursuant to the Trustee Mortgage and agrees that the provisions set forth in subsections (a) through (i) below shall automatically be deemed to apply with respect to the Trustee Mortgage. If, from time to time, the Lessee or the Lessee's successors and assigns shall encumber this Ground Lease or the Premises with a Leasehold Mortgage approved by the Lessor, and if the holder thereof delivers to the Lessor an executed counterpart of such Leasehold Mortgage, together with each assignment thereof certified by such holder to be true together with written notice specifying the name and address of such holder and the pertinent recording data with respect to such Leasehold Mortgage, the Lessor agrees that, anything in this Ground Lease to the contrary notwithstanding, from and after the date of receipt by the Lessor of such notice and for the term (duration) of such Leasehold Mortgage, the following provisions shall apply:

(a) *Consent to Amendment*. There shall be no cancellation, surrender or modification of this Ground Lease by the Lessor or the Lessee without the prior written consent of any Leasehold Mortgagee, except that no such consent shall be required for any amendment of this Ground Lease (i) in connection with the issuance of Additional Bonds pursuant to the terms of the Trust Indenture, (ii) so as to identify more precisely the Property or to add additional land or interests in land or (iii) to provide for Additional Housing Facilities. Notwithstanding the foregoing (but, in any event, subject to a Leasehold Mortgagee's curative rights set forth in subsections (c) and (d) hereof), nothing herein shall be deemed to prohibit the Lessor from terminating this Ground Lease in accordance with its terms or exercising its option to purchase as provided for in this Ground Lease. Except for a refinancing pursuant to this Section 29, there shall be no material modification to the Leasehold Mortgage or related documentation without the Lessor's prior written consent.

(b) *Notices to Leasehold Mortgagees*. The Lessor, upon serving the Lessee with any notice of an Event of Default, failure to comply, or termination, shall simultaneously serve a copy of such notice on any Leasehold Mortgagee. If the Lessor shall serve the Lessee with a notice of a failure to comply with any

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term, covenant, condition, or provision hereof, the Leasehold Mortgagee shall then have ten (10) days following expiration of the cure period after service of the notice on it as is given to the Lessee hereunder to remedy or cause to be remedied such failure, and the Lessor shall accept performances by or at the instigation of any Leasehold Mortgagee as if it had been done by the Lessee. Any notice required to be given to any Leasehold Mortgagee shall be posted in the United States mail, postage prepaid, certified, return receipt requested and addressed to the Leasehold Mortgagee at the address and to the attention of the person designated to the Lessor by such Leasehold Mortgagee to receive copies of such notices and shall be deemed to have been served as of the date the said notice is received or refused by such Leasehold Mortgagee.

(c) *Curative Rights of Leasehold Mortgagees*. In addition to the rights granted to any Leasehold Mortgagee under subsection (b) of this Section and in the case of any such failure that cannot with due diligence be corrected within such period but can be wholly corrected within a period of time not materially detrimental to the rights of the Lessor and in no event more than an additional period of one hundred twenty (120) days, it shall not constitute an Event of Default if corrective action is instituted by a Leasehold Mortgagee on behalf of the Lessee within the applicable period and diligently pursued until the failure shall be corrected.

(d) *Limitation Upon Termination Rights of the Lessor*. If the Lessor shall elect to terminate this Ground Lease upon the occurrence of an Event of Default, the Leasehold Mortgagee shall also have the right to postpone and extend the date of termination as fixed by the provisions of this Ground Lease for a period of not more than twelve (12) months from the expiration of the period specified in subsection (c) hereof, provided that the Leasehold Mortgagee shall pay the Rent and other charges required to be paid under this Ground Lease during such period and shall maintain the Student Housing Facilities in good condition, and provided further, that the Leasehold Mortgagee shall forthwith take steps necessary to acquire the Lessee's interest and estate in this Ground Lease by foreclosure of its Leasehold Mortgage, or otherwise, and shall prosecute such action to completion with due diligence. If at the end of the twelve (12) month period, the Leasehold Mortgagee shall be actively engaged in steps to acquire or sell the Lessee's interest in this Ground Lease, the time for the Leasehold Mortgagee to comply with the provisions of this subsection (d) shall be extended for such period as shall be reasonably necessary to complete these steps with reasonable diligence and continuity.

(e) *Assignment*. The Lessor agrees that in the event of any foreclosure under any Leasehold Mortgage, either by judicial proceedings or under power of sale contained therein all right, title and interest encumbered by such Leasehold Mortgage may, without the consent of the Lessor, be assigned to and vested in the purchaser at such foreclosure sale subject and subordinate, however, to the rights, title and interests of the Lessor; and, notwithstanding that the Lessor's consent to said assignment shall not have been obtained, any such assignee shall be vested by virtue of such assignment with any and all rights of the party whose estate was encumbered by such Leasehold Mortgage as though the Lessor had consented thereto.

(f) *Mortgagee Leases*. The Lessor agrees that in the event of a termination of this Ground Lease by reason of any Event of Default, and subject to the rights herein granted to Leasehold Mortgagees, the Leasehold Mortgagee shall have the option, but not the obligation, to enter into a Mortgagee Lease; provided:

(i) the Leasehold Mortgagee shall enter into a Mortgagee Lease within the twelve (12) month period specified in subsection (d) of this Section;

(ii) the Leasehold Mortgagee shall perform and observe all covenants contained in the Mortgagee Lease on the Lessee's part to be performed during such period of time commencing with

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the date of the execution of the Mortgagee Lease and terminating upon the abandonment or surrender of possession of the Premises under the Mortgagee Lease; and

(iii) the Leasehold Mortgagee, as lessee under the Mortgagee Lease shall have the same right, title and interest in and to the Premises and the right to use the buildings and improvements thereon as the Lessee had under this Ground Lease.

NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, IF AN EVENT OCCURS (OTHER THAN THE EXPIRATION OF THE TERM OF THIS GROUND LEASE) THAT GIVES THE LESSOR THE RIGHT TO TERMINATE THIS GROUND LEASE AND THE LEASEHOLD MORTGAGEE DOES NOT ELECT TO ENTER INTO A MORTGAGEE LEASE, THEN, AS A CONDITION TO THE LESSOR'S RIGHT TO TERMINATE THIS GROUND LEASE, THE LESSOR SHALL EITHER PAY TO THE LEASEHOLD MORTGAGEE THE OUTSTANDING AMOUNT PAYABLE BY THE LESSEE UNDER THE BOND DOCUMENTS WHICH SHALL IN ANY EVENT BE SUFFICIENT TO PAY THE BONDS IN FULL IN ACCORDANCE WITH THE PROVISIONS OF THE TRUST INDENTURE OR ASSUME IN WRITING THE LESSEE'S OBLIGATIONS UNDER THE BOND DOCUMENTS AND GRANT TO THE LEASEHOLD MORTGAGEE A PERFECTED, FIRST PRIORITY SECURITY INTEREST IN THE GENERAL REVENUES FOR THE PURPOSE OF SECURING SUCH OBLIGATIONS.

(g) *Agreement Between the Lessor and Leasehold Mortgagee*. The Lessor, upon request, shall execute, acknowledge, and deliver to each Leasehold Mortgagee an agreement, in form reasonably satisfactory to the Leasehold Mortgagee and the Lessor, by and among the Lessor, the Lessee, and the Leasehold Mortgagee (provided the same has been previously executed by the Lessee and Leasehold Mortgagee) agreeing to all of the provisions of this Section.

(h) *Limitation on Liability of Leasehold Mortgagee*. Notwithstanding any other provision of this Ground Lease, the Lessor agrees that any Leasehold Mortgagee permitted under this Ground Lease shall in no manner or respect whatsoever be (i) liable or responsible for any of the Lessee's obligations or covenants under this Ground Lease (nor shall any rights of such Leasehold Mortgagee be contingent on the satisfaction of such obligations or covenants), or (ii) required to cure any Event of Default; provided, however, that if such Leasehold Mortgagee becomes the owner of the leasehold estate created hereunder or becomes the lessee under a Mortgagee Lease, then such Leasehold Mortgagee shall be responsible and liable for all obligations and covenants accruing during such Leasehold Mortgagee's tenure as owner of such leasehold estate or as lessee under a Mortgagee Lease. Notwithstanding the foregoing, to the extent permitted by the laws of the Commonwealth, the liability of a Leasehold Mortgagee with respect to its obligations under this Ground Lease or any Mortgagee Lease shall be "non-recourse" and, accordingly, the Lessor's source of satisfaction of such obligations shall be limited to the Net Available Cash Flow, and the Lessor shall not seek to obtain payment through any judicial process or otherwise from any person or entity comprising such Leasehold Mortgagee or from any assets of such Leasehold Mortgagee other than the Net Available Cash Flow.

(i) *Additional Rights of the Trustee*. So long as the Bond Documents are in effect, then:

(i) any provision of this Ground Lease expressly recognizing or granting rights in or to the Leasehold Mortgagee may not be amended in any manner that affects the rights of the Leasehold Mortgagee without the prior written consent of the Leasehold Mortgagee;

(ii) the Leasehold Mortgagee 's consent shall be required for the execution and delivery of any amendment, supplement or change to or modification of this Ground Lease or for any other action under this Ground Lease requiring the consent of any Leasehold Mortgagee;

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(iii) to the extent that this Ground Lease confers upon or gives or grants to the Leasehold Mortgagee any right, remedy or claim under, or by reason of, this Ground Lease, the Leasehold Mortgagee, is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder;

(iv) nothing in this Ground Lease expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any Person, other than the Lessor, the Lessee, the Leasehold Mortgagee, and the Trustee for the benefit of the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ground Lease or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises, and agreements contained in this Ground Lease by and on behalf of the Lessor and the Lessee shall be for the sole and exclusive benefit of the Lessor, the Lessee, the Leasehold Mortgagee, and the Trustee for the benefit of the registered owners of the Bonds;

(v) whenever a Leasehold Mortgagee seeks to enforce any right or remedy of the Lessee under this Ground Lease, whether as a third party beneficiary or in any other capacity under this Ground Lease, the Leasehold Mortgagee shall be subrogated to the Lessee and shall have the rights and be subject to all the limitations accruing to the Lessee hereunder.

Section 31. Option to Purchase. The Lessee, for additional good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, hereby grants to the Lessor an option to purchase as provided in this Section 31. Throughout the term of this Ground Lease, the Lessor shall have the right and option to purchase the Lessee's right, title, and interest in and to the Premises.

(a) *Exercise Notice*. The Lessor may exercise such option to purchase the Lessee's right, title and interest in and to the Premises by delivering written notice (the "***Exercise Notice***") of such exercise to the Lessee and any other Leasehold Mortgagee.

(b) *Purchase Price*. If the option to purchase is exercised, the purchase price of the Lessee's right, title, and interest in and to the Premises shall be the principal balance then outstanding of all sums secured by any Leasehold Mortgage then in effect, plus any premium payable on such indebtedness, plus all interest accrued or to accrue on such indebtedness through the date of payment of such indebtedness plus any other charges due and payable under the Bond Documents.

(c) *Closing*. The closing of the transfer of the Lessee's right, title and interest in and to the Premises (the "***Closing***") shall be held on or before the date that is ninety (90) days after the date of the Exercise Notice, on such date and at such time and place as the Lessor shall specify in a notice to the Lessee. At Closing, upon payment of the Purchase Price to the Trustee, title to the Student Housing Facilities shall be conveyed by a limited or special warranty deed in recordable form executed by the Lessee, and the Lessee shall convey its interest in the Resident Leases by Assignment of Leases containing limited warranties of title.

(d) *Title*. Upon payment of the Purchase Price, the Student Housing Facilities shall be conveyed to the Lessor free and clear of all loans, and shall be subject only to the Resident Leases, to Permitted Encumbrances, and to all matters of record incurred in the ordinary operation of the Student Housing Facilities in accordance with this Ground Lease or previously approved in writing by the Lessor.

(e) *Closing Costs*. The Lessor shall pay all recording fees for satisfaction of the Lessee's loans, all transfer taxes in connection with the sale of the Student Housing Facilities, and all recording fees in connection with recording of the deed and assignment and all expenses incurred by the Lessee in connection

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with the closing of the purchase of the Student Housing Facilities. The purchase price shall be paid to the Leasehold Mortgagee on behalf of the Lessee in cash at Closing.

(f) Release by Lessor. Upon the transfer of all of the Lessee's interest in the Student Housing Facilities, whether by termination of this Ground Lease or as otherwise allowed under the terms hereof or consented to by the Lessor, the Lessor agrees that the Lessee shall, to the extent permitted by the laws of the Commonwealth, be released from all liability and obligations to the Lessor under this Ground Lease, or any other prior agreements between the Lessor and the Lessee, arising after the transfer.

Section 32. Notices. (a) Except as otherwise provided in this Ground Lease, all notices, certificates, demands, requests, or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, return receipt requested, or given when dispatched by facsimile transmission, or by commercial overnight delivery service, or by personal delivery addressed as follows:

If to the Lessee: Collegiate Housing Foundation – Bowling Green, L.L.C.
c/o Collegiate Housing Foundation
409 Johnson Avenue
Fairhope, AL 36532
Attention: President
Telephone: (251) 928-9340
Facsimile: (251) 928-9342
Email: willgivhan@collegiatehousing.org

If to the Lessor: Western Kentucky University
1906 College Heights Boulevard, #11001
Bowling Green, Kentucky 42101
Attention: General Counsel
Telephone:_____
Facsimile: _____

If to the Trustee: Wilmington Trust, N.A.
50 South Street, Suite 1290
Minneapolis, Minnesota 55402
Attention: Corporate Trust
Telephone: (612) 217-5672
Facsimile: (612) 217-5651
Email: llewis6@wilmingtontrust.com

If to the Issuer: Kentucky Bond Development Corporation
_____
_____
Attention: _____
Email: _____
Facsimile: _____

(b) Either party hereto may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, demands, requests, or other communications shall be sent.

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(c) Notwithstanding anything contained herein to the contrary, any notice required to be given by the Lessor or the Lessee hereunder shall be deemed to have been given and shall be effective as of the date such notice is received or refused reflected on said notice. All notices, certificates, demands, requests, or other communications made by either party to the other that are required or permitted by the provisions of this Ground Lease shall be in writing.

Section 33. Submission of Matters to the Lessor for Approval. Any matter which must be submitted to and consented to or approved in writing by the Lessor or any matter which must be submitted to the Lessor which may become effective if not denied by the Lessor, as required under this Ground Lease, shall be submitted to the Lessor by hand or mailed by United States certified or registered mail return receipt requested, to the address of the Lessor designated for the giving of notice to the Lessor under Section 31 hereof and shall either be approved or rejected by the Lessor within thirty (30) days after receipt unless a shorter period of time is expressly stated elsewhere herein. If the Lessor should fail so to approve or reject within such thirty (30) day period as provided for herein, the Lessor's approval shall be assumed to have been unconditionally granted and the Lessee shall have the right to proceed on such matter so submitted. The Lessor shall inform the Lessee in writing of its rejection or approval of such submitted matter by facsimile or United States certified or registered mail, return receipt requested, to the address of the Lessee designated for the giving of notice to the Lessee in Section 31 hereof. Any review by the Lessor of any matter submitted to the Lessor is for the Lessor's own convenience and purpose only. By undertaking such review, the Lessor does not obtain or have any liability to the Lessee or any other person, including, without limitation, the insurers and lenders of the Lessee.

Section 34. Holding Over by the Lessee. The Lessee shall not use or remain in possession of the Premises after the termination of this Ground Lease. Any holding over, or continued use or occupancy by the Lessee after the termination of this Ground Lease, without the written consent of the Lessor, shall not constitute a tenant-at-will interest in behalf of the Lessee, but the Lessee shall become a tenant-at-sufferance and liable for Rent and all other expenses, obligations and payments in effect for the immediately preceding year of the term of this Ground Lease. There shall be no renewal whatsoever of this Ground Lease by operation of law.

Section 35. Environmental Matters. The Lessee covenants, represents, and warrants that the Lessee's use of the Premises shall not and will not involve the use, storage, generation, or disposal of Hazardous Materials (as defined in Section 10(c)) in violation of any Environmental Laws (as defined in Section 10(c)), and that the Lessee shall not cause or permit any Hazardous Materials to be brought, used, stored, generated, or disposed on or about the Premises by the Lessee, its agents, employees, contractors, subcontractors, or invitees, unless such use shall be in compliance with all laws, including, without limitation, Environmental Laws and with all governmental authorities.

Section 36. Membership. (a) In recognition of the assistance to be provided by the Lessee and the Foundation to the Lessor to provide needed housing for the Lessor's students and to otherwise assist the Lessor in furthering its educational mission, Lessor acknowledges and agrees that upon the execution hereof, the Lessor shall be deemed to be a member of the Foundation and that it shall remain such a member until the termination of this Ground Lease.

(b) The Lessor warrants, represents and agrees that at all times during the term of this Ground Lease it shall be and remain an organization which is described in either Section 511(a)(2)(B) of Code, or Section 501(c)(3) and 170(b)(1)(A)(ii) of the Internal Revenue Code that is not a private foundation within Section 509 of the Internal Revenue Code.

(c) In consideration for entering into this Ground Lease, the Lessor agrees to pay or cause the Foundation to be paid the following amounts:

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(i) an acquisition fee equal to $250,000, which will be payable [out of the proceeds of the Series 2026B Bonds][as an Expense from the operating Account during the first year of operation]; and

(ii) a fee of $10,000 per month for each month after Financial Close until the commencement of operation of the Series 2026 Improvements; and

(iii) an annual membership fee equal to one and one-half (1.5%) percent of the General Revenues for each Annual Period, not to exceed $300,000, which payment shall be paid in monthly installments for each month after the issuance of the Series 2026 Bonds by the Manager, as an Expense from the Operating Account, based on the General Revenues actually received by the Trustee for each month during an Annual Period, in accordance with the terms of the Trust Indenture. Upon receipt by the Lessee and the Trustee of the annual audit report for such Annual Period provided to the Trustee in accordance with the provisions of the Loan Agreement, any portion of such annual fee which has not been paid to the Foundation based on such audit shall be paid to the Foundation out of the Surplus Fund before any distribution of the Net Available Cash Flow to the Lessor. In the event the Foundation received payments during an Annual Period exceeding the amount it was due based on such audit, Lessee shall promptly cause the Foundation to reimburse such excess amount to the Lessor.

(d) Notwithstanding anything herein or in the Foundation's bylaws to the contrary, the Lessor shall in no event be liable for the obligations of the Foundation or have any other obligations as a result of being a member of the Foundation other than those explicitly imposed by this Section.

Section 37. Miscellaneous. (a) *No Waiver of Rights by the Lessor*. No failure of the Lessor to exercise any power given the Lessor hereunder or to insist upon strict compliance by the Lessee with its undertakings, duties and obligations hereunder, and no custom or practice of the parties hereto at variance with the provisions hereof shall constitute a waiver of the Lessor's right to demand exact compliance with the provisions contained in this Ground Lease.

(b) *Rights are Cumulative*. All rights, powers, and privileges conferred herein upon both parties hereto shall be cumulative.

(c) *Provisions are Binding Upon Assigns and are Real Covenants*. It is mutually covenanted, understood and agreed by and between the parties hereto, that each of the provisions of this Ground Lease shall apply to, extend to, be binding upon and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors and assigns of the Lessor and the Lessee hereto, and shall be deemed and treated as real covenants running with the Property during the term of this Ground Lease. The parties further acknowledge and agree that the Issuer, the Trustee and any other Leasehold Mortgagee and their respective successors and assigns shall be deemed third party beneficiaries hereunder. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors and assigns of said party, the same as if in each case expressed.

(d) *Applicable Law*. This Ground Lease shall be governed, construed, performed and enforced in accordance with the laws of the Commonwealth, without regard to conflicts of laws principles.

(e) *All Genders and Numbers Included*. Whenever the singular or plural number, or masculine, feminine, or neuter gender is used in this Ground Lease, it shall equally apply to, extend to, and include the other.

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(f) *Invalidity of Provision or Part Thereof*. In the event any provision, or any portion of any provision of this Ground Lease is held invalid, the other provisions of this Ground Lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

(g) *Time is of the Essence*. All time limits stated in this Ground Lease are of the essence of this Ground Lease.

(h) *Section Captions are to be Disregarded*. The captions of the numbered sections of this Ground Lease are for purposes of identification and convenience only and are to be completely disregarded in construing this Ground Lease.

(i) *Subordination*. **NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, THE LESSOR AGREES THAT THE FINANCING OF THE ACQUISITION, CONSTRUCTION, AND FURNISHING OF THE STUDENT HOUSING FACILITIES WILL DIRECTLY BENEFIT THE LESSOR'S OPERATIONS, AND THE LESSOR AGREES THAT ITS INTEREST IN AND TO THE RENTS, REVENUES, ISSUES, AND PROFITS RELATING TO THE OPERATION OF THE STUDENT HOUSING FACILITIES, INCLUDING, WITHOUT LIMITATION, ALL INSURANCE PROCEEDS, RESERVE FUNDS, AND GENERAL REVENUES, AS WELL AS ANY AND ALL RIGHTS TO ANY AND ALL CONTRACTS, AGREEMENTS, AND OTHER INSTRUMENTS IN CONNECTION WITH THE DESIGN, ACQUISITION, CONSTRUCTION, EQUIPPING, INSTALLATION, AND OPERATION OF THE PROJECT SHALL BE JUNIOR AND SUBORDINATE TO THE INTEREST OF THE ISSUER, THE LESSEE, THE TRUSTEE AND/OR ANY OTHER LEASEHOLD MORTGAGEE AS GRANTED OR PROVIDED IN ANY OF THE BOND DOCUMENTS (COLLECTIVELY, THE "*COLLATERAL*"). NOTHING IN THIS SUBSECTION (i) SHALL PREVENT THE LESSOR FROM PURSUING ITS REMEDIES UNDER SECTION 26 UPON THE OCCURRENCE OF AN EVENT OF DEFAULT.**

(j) *Entire Agreement Contained Herein*. The making, execution and delivery of this Ground Lease by the Lessee has not been induced by any representations, statements, covenants or warranties by the Lessor except for those contained in this Ground Lease. This Ground Lease constitutes the full, complete and entire agreement between and among the parties hereto; no agent, employee, officer, representative or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, adding to or changing the provisions of this Ground Lease. No amendment of this Ground Lease shall be binding unless such amendment shall be in writing, signed by both parties hereto and approved by any Leasehold Mortgagee (unless such approval is not required by the terms hereof), and attached to, incorporated in and by reference made a part of this Ground Lease.

(k) *No Partnership or Agency*. Nothing in this Ground Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Ground Lease shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided herein.

(l) *Limitation of Liability*. Notwithstanding anything herein to the contrary, the liability of the Lessee hereunder (including, but not limited to its indemnity obligations) under this Ground Lease shall be "non-recourse" and, accordingly, the Lessor's sole source of satisfaction of such obligations shall be limited to the Lessee's interest in the Student Housing Facilities and the rents, issues and surplus related thereto, and the Lessor shall not seek to obtain payment from any person or entity comprising the Lessee, including, without limitation, its member, officers, directors, employees or agents, or from any assets of the Lessee other than those described herein, notwithstanding the survival of any obligation of the Lessee beyond the term hereof.

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(m) *Recordation of Memorandum of Lease*. The Lessor and the Lessee agree that the parties shall execute, seal, acknowledge and deliver simultaneously with the execution of this Ground Lease, in recordable form, a memorandum of lease setting forth the basic terms hereof.

(n) *Counterparts*. This Ground Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature too, and may be appended to, any other counterpart.

(o) *Preservation of Tax Exemption*. The Lessor hereby represents that, as of the date hereof: (i) the Lessor is a governmental entity of the Commonwealth, (ii) the use of the Student Housing Facility in accordance with this Ground Lease does not adversely affect the status of the Lessor as a governmental entity of the Commonwealth, and (iii) the Lessor expects to maintain its status as such a governmental entity of the Commonwealth at all times while the Bonds are outstanding. The Lessor shall not knowingly take any action with respect to the Student Housing Facilities that would adversely affect the exemption of interest on any Bonds from gross income for federal income tax purposes.

(p) *No Waiver of Sovereign Immunity*. Nothing in this Ground Lease shall be construed to waive the sovereign immunity of the Commonwealth or any entity thereof, including the sovereign immunity of Lessor, as an agency of the Commonwealth.

(q) *Conflicting Documents.* This Ground Lease is subject to the provisions of the Loan Agreement and in the event of a conflict between this Ground Lease on the one hand, and the Loan Agreement on the other hand, where such inconsistency would materially prejudice the interests of the holders of the Bonds and to the extent consistent with applicable Commonwealth law, the Loan Agreement shall govern and control.

(r) *No Merger*. So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall have otherwise agreed in writing, the fee title to the Property and the leasehold created hereby shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold by the Lessor or the Lessee or by a third party, by purchase or otherwise.

(s) *Audits*. The Lessor may, at its option and at its own expense, and during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Lessee. Audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of the Lessor or by independent auditors retained by the Lessor desiring to conduct such audit, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of the Lessee's business affairs by the Lessor.

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IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Ground Lease Agreement to be duly executed in duplicate counterparts each of which shall be deemed to be an original, the day and year first above written.

LESSOR:

WESTERN KENTUCKY UNIVERSITY, an educational institution and agency of the Commonwealth of Kentucky

By_____

Its _____

COMMONWEALTH OF KENTUCKY)
)
_____ COUNTY)

I, the undersigned Notary Public in and for said County in said Commonwealth, hereby certify that _____, whose name as _____ of Western Kentucky University, an educational institution and agency of the Commonwealth of Kentucky, is signed to the foregoing Ground Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Ground Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of Western Kentucky University.

Given under my hand and official, notarial seal this _____ day of _____, 2026.

[SEAL]

_____
Notary Public
My commission expires:

[The remainder of this page is intentionally left blank.]

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LESSEE:

COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C.

By: Collegiate Housing Foundation,
its sole member, doing business in the
Commonwealth of Kentucky as Collegiate Housing
Foundation, Inc.

By: _____
William B. Givhan, President

STATE OF _____)
)
_____COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that William B. Givhan whose name as President of Collegiate Housing Foundation**,** a non-profit corporation duly organized and validly existing under the laws of the State of Alabama, acting as the sole member of Collegiate Housing Foundation-Bowling Green, L.L.C., an Alabama limited liability company, is signed to the foregoing Ground Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Ground Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Collegiate Housing Foundation- Bowling Green, L.L.C.

Given under my hand and official, notarial seal this _____ day of _____, 2026.

[SEAL]

_____
Notary Public
My commission expires:

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

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EXHIBIT "B"

STUDENT HOUSING FACILITIES

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EXHIBIT "C"

SERIES 2026 IMPROVEMENTS

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EXHIBIT "D"

LEGAL DESCRIPTION OF PROPERTY TO BE ADDED

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TRUST INDENTURE

by and between

KENTUCKY BOND DEVELOPMENT CORPORATION

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

securing

$[ParA]
Kentucky Bond Development Corporation
Student Housing Revenue Bonds, City of Plum Springs Series 2026A
(Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project)

and

$[ParB]
Kentucky Bond Development Corporation
Student Housing Revenue Bonds, City of Plum Springs Taxable Series 2026B
(Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project)

Dated as of [May 1, 2026]

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TRUST INDENTURE

This TRUST INDENTURE, made and entered into as of [May 1, 2026], is by and between the KENTUCKY BOND DEVELOPMENT CORPORATION (the "Issuer"), a nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky, including Sections 273.161 through 273.390, inclusive, and Section 58.180 of the Kentucky Revised Statutes, together with its successors and assigns, and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association during organization and existing under the laws of the United States of America, and duly authorized to accept and administer trusts of the character hereinafter set forth, as Trustee (together with its successors and assigns, the "Trustee").

WITNESSETH:

WHEREAS, all capitalized terms used in these recitals shall have the meanings set forth in Section 1.01 hereof; and

WHEREAS, the Issuer was formed by governmental agencies to act under the terms of an Interlocal Cooperation Agreement dated September 19, 2014, to create a system of funding or financing for various governmental purposes including, without limitation, the provisions of Sections 103.200 through 103.285, inclusive, of the Kentucky Revised Statutes; and

WHEREAS, the Issuer, as the agent for and an instrumentality of the public agencies which are party to the Interlocal Agreement, is specifically authorized and empowered by the Interlocal Agreement and the Act to issue revenue bonds and lend the proceeds thereof to any person to finance any "buildings" or "industrial buildings" as those terms are defined in the Act, including any related financing costs, reserve funds, capitalized interest, working capital, and other related costs and contingencies with respect thereto; and

WHEREAS, the Issuer has adopted a Bond Resolution authorizing the issuance of its student housing revenue bonds, (i) in the principal amount of $[ParA], to be designated "Kentucky Bond Development Corporation Student Housing Revenue Bonds, City of Plum Springs Series 2026A (Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project)," and (ii) in the principal amount of $[ParB], to be designated "Kentucky Bond Development Corporation Student Housing Revenue Bonds, City of Plum Springs Taxable Series 2026B (Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project)," for the purpose of collectively providing funds to (a)(1) acquire substantially all of the existing housing assets of Western Kentucky University; (2) renovate certain of the Legacy Housing Facilities; (3) demolish certain of the Legacy Housing Facilities; and (4) develop, acquire, construct, install, and equip a new approximately 1,000-bed student housing and dining facility on the campus of the University; (b) fund interest on the Series 2026 Bonds during the period of construction of the Series 2026 Improvements through and including [____]; (c) fund the Debt Service Reserve Fund for the Series 2026 Bonds; (d) finance certain startup costs and related working capital for the Series 2026 Project; and (e) pay the costs of issuing the Series 2026 Bonds; and

WHEREAS, the land on which the Series 2026 Project is being developed, acquired, constructed, installed, and equipped is being leased to Collegiate Housing Foundation – Bowling Green, L.L.C., a single member limited liability company organized and existing under the laws of

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the State of Alabama, pursuant to a Ground Lease Agreement dated [May 1, 2026], by and between the University, as lessor, and the Borrower, as lessee; and

WHEREAS, the Issuer and the Borrower have agreed, pursuant to a Loan Agreement dated as of [May 1, 2026], by and between the Issuer and the Borrower, that the Issuer will lend the proceeds of the Series 2026 Bonds to the Borrower to finance the Financing Purposes, and the Borrower will pay to the Issuer such loan payments at such times and in such amounts as will be required to pay the principal of and premium, if any, and interest on the Series 2026 Bonds as and when the same become due; and

WHEREAS, to evidence the obligation of the Borrower to make loan payments sufficient to pay the Debt Service Payments on the Series 2026 Bonds, the Borrower will execute and deliver to the Issuer (i) its promissory note for the Series 2026A Bonds dated [Closing Date], in the principal amount of $[ParA], and (ii) its promissory note for the Series 2026B Bonds dated [Closing Date], in the principal amount of $[ParB]; and

WHEREAS, if additional moneys should be necessary to improve or expand the Series 2026 Project, to finance all or a portion of the costs of the development, acquisition, construction, installation, equipping, and renovation of additional student housing projects or to refund the Series 2026A Bonds, the Series 2026B Bonds, or any other bonds issued under this Indenture, provision has been made for the issuance of additional parity bonds of the Issuer from time to time as specified in Section 2.11 hereof; and

WHEREAS, to evidence the obligation of the Borrower to make loan payments sufficient to pay the Debt Service Payments on any Additional Bonds issued hereunder, the Borrower will execute and deliver to the Issuer an additional promissory note or notes, in each case being in an aggregate principal amount equal to the aggregate face amount of any such Additional Bonds issued; and

WHEREAS, to secure its obligations to the Issuer under the Loan Agreement, the Series 2026A Note, the Series 2026B Note, and the Additional Notes, the Borrower has, subject to Permitted Encumbrances, (i) granted to the Trustee a first mortgage lien on the Borrower's interest in the Housing Facilities and has assigned and pledged to the Trustee the Borrower's interest in the General Revenues from the Housing Facilities and any improvements thereto or expansions thereof pursuant to a Leasehold Mortgage with Assignment of Rents dated [Closing Date], by the Borrower in favor of the Trustee, (ii) granted to the Trustee a first priority security interest in the accounts, documents, chattel paper, instruments, and general intangibles held by the Borrower arising in any manner from the Borrower's ownership or operation of the Housing Facilities and any improvements thereto or expansions thereof, in the inventory and equipment, if any, located thereat or pursuant to a Security Agreement dated [Closing Date], by and between the Borrower and the Trustee, and (iii) collaterally assigned to the Trustee, among other things, its rights under the Management Agreement, the Development Agreement, the General Construction Contract, the Architect's Agreement, and the consultant's and engineers' agreements relating to the design or construction of the Housing Facilities and any improvements thereto or expansions thereof pursuant to the Collective Collateral Assignment Agreement, dated [Closing Date], by the Borrower in favor of the Trustee; and

WHEREAS, to secure its obligation to pay the Debt Service Payments on the Bonds, the Issuer has agreed (i) to assign and pledge to the Trustee, and to grant a security interest to the Trustee

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in, all of its right, title, and interest in the Loan Agreement (except for the Unassigned Rights, as defined herein), the Notes, and all revenues, payments, receipts, and moneys to be received and held thereunder, all pursuant to the granting clauses of this Indenture, and (ii) to endorse each Note to the order of the Trustee; and

WHEREAS, the Issuer hereby finds and determines that the financing of the Series 2026 Project will further the purposes and policies of the Act; and

WHEREAS, the execution and delivery of this Indenture and the Loan Agreement and the endorsement of the Series 2026 Notes to the order of the Trustee were authorized by the Bond Resolution; and

WHEREAS, all things necessary to make the Series 2026 Bonds, when executed by the Issuer and when authenticated by the Trustee and issued as provided in this Indenture, the valid, binding, and legal special and limited obligations of the Issuer according to the import thereof, to constitute this Indenture a valid lien on the interests in property hereby conveyed, a valid grant of a security interest in the interests in property hereby made, and a valid assignment and pledge of the revenues and receipts hereby made to secure the payment of the Debt Service Payments on the Bonds, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms have been done and performed, and the creation, execution, and delivery of this Indenture and the creation, execution, and issuance of the Bonds, subject to the terms hereof, have, in all respects, been duly authorized.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

THIS TRUST INDENTURE WITNESSETH:

That the Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the Owners thereof, and of the sum of one dollar, in lawful money of the United States of America, duly paid to it by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the Debt Service Payments on the Bonds according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, transfer, convey, mortgage, pledge, and assign, without recourse and irrevocably in trust, unto the Trustee, and unto its successors in trust, and to its assigns forever, and does hereby grant a continuing security interest in (to the extent permitted by law), for the securing of the performance of the obligations of the Issuer and the Borrower hereinafter set forth, the property, real or personal, tangible or intangible, which property is more particularly described below:

GRANTING CLAUSE FIRST

All of the right, title, and interest of the Issuer in and to (i) the Loan Agreement (except for Unassigned Rights) and any loan, financing, or similar agreement between the Issuer and the Borrower relating to Additional Bonds, and (ii) the Series 2026 Notes and any other Notes, and all extensions and renewals of the terms thereof, if any, and all amounts encumbered thereby, including

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the present and continuing right to make claim for, collect, receive, and make receipt for payments and other sums of money payable, receivable, or to be held thereunder, to bring any actions and proceedings thereunder or for the enforcement thereof, and to do any and all other things that the Issuer is or may become entitled to do under the foregoing, provided that the assignment made by this clause shall not impair or diminish any obligation of the Issuer under the provisions of the foregoing or impair or diminish the right of the Issuer to enforce compliance with the obligations of the Borrower under the foregoing, as long as no Event of Default shall have occurred and shall be continuing hereunder.

GRANTING CLAUSE SECOND

All of the right, title, and interest of the Issuer in and to all cash proceeds and receipts arising out of or in connection with the sale of the Bonds and all moneys held by the Trustee in the funds created under this Indenture (other than the Rebate Fund), including the Revenue Fund, the Bond Fund, the Redemption Fund, the Cost of Issuance Fund, the Construction Fund, the Debt Service Reserve Fund, the Repair and Replacement Fund, the Insurance Fund, the Condemnation Fund, the Operations Contingency Fund, and the Surplus Fund created hereunder, or held by the Trustee as special trust funds derived from insurance proceeds, condemnation awards, payments on contractors' performance or payment bonds or other surety bonds, or any other source.

GRANTING CLAUSE THIRD

All of the right, title, and interest of the Issuer in and to all moneys and securities and interest earnings thereon from time to time delivered to and held by the Trustee under the terms of this Indenture and all other rights of every name and nature and any and all other property from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned, or transferred as and for additional security hereunder by the Issuer or by anyone on its behalf or with its written consent to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

GRANTING CLAUSE FOURTH

All other property of every name and nature from time to time hereafter by delivery or by writing mortgaged, pledged, delivered, or hypothecated as and for additional security hereunder by the Issuer or by anyone on its behalf or with its written consent in favor of the Trustee, and the Trustee is hereby authorized to receive all such property at any time and to hold and apply the same subject to the terms hereof.

IN EACH CASE, whether now owned or hereafter acquired by the Issuer and howsoever its interest therein may arise or appear (whether by ownership, security interest, claim or otherwise) and whether due or to become due and whether or not earned by performance;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby pledged, conveyed, and assigned, or agreed or intended so to be, to the Trustee and its successors in the trusts and to them and their assigns forever;

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IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security, and protection of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture without privilege, priority, or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds, subject at all times to the rights of the Trustee pursuant to Section 11.02 hereof;

PROVIDED, HOWEVER, that if the Issuer shall well and truly pay or cause to be paid to the Owners of the Bonds the Debt Service Payments due or to become due thereon at the times and in the manner stipulated therein and herein, according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required hereby, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon and if the Issuer shall well and truly keep, perform and observe all and singular the covenants, conditions and premises in the Bonds and in this Indenture expressed as to be kept, performed, and observed by it or on its part, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then these presents and the estate and rights hereby granted shall, at the option of the Issuer, cease, determine, terminate, and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the Issuer such instruments in writing as shall be reasonably necessary to satisfy the lien hereof and reconvey to the Issuer the estate hereby conveyed and assign and deliver to the Issuer any property at the time subject to the lien of this Indenture that may then be in its possession, except amounts in the funds created hereunder required to be paid to the University under Section 5.14 hereof and except cash held by the Trustee for the payment of interest on and retirement of the Bonds; otherwise this Indenture to be and remain in full force and effect until such time as the Debt Service Payments thereon shall have been paid or provided for as hereinafter set out.

THIS TRUST INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and all such revenues, receipts, and property hereby conveyed, pledged, mortgaged, and assigned and that are the subject of a grant of a security interest are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the Owners, from time to time, of the Bonds, as follows:

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ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION; AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions. Certain words and terms used in this Indenture shall have the meaning given them in Section 1.01 of the Loan Agreement which by this reference are incorporated herein. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings set forth below. When used herein, such words and terms shall have the meanings given to them by the language employed in Section 1.01 of the Loan Agreement and in this Article I defining such words and terms, unless the context or use clearly indicates otherwise.

"Accountant" means(i) initially, Wilkins Miller LLC, and (ii) thereafter, an independent certified public accountant or firm of independent certified public accountants (which may be the accountant or firm of accountants retained by the Borrower).

"Account" means any account within a Fund created hereunder.

"Accounts" means each and every Account hereunder.

"Act" means Sections 103.200 through 103.285, inclusive, of the Kentucky Revised Statutes, as supplemented and amended.

"Additional Bonds" means, collectively, all Project Bonds and all Refunding Bonds.

"Additional Bonds Debt Service Reserve Requirement," with respect to each series of Additional Bonds, means the least of (i) 10% of the stated principal amount thereof (provided that, if such series has more than a de minimis amount of original issue discount or premium, the issue price of such series (net of pre-issuance accrued interest) shall be used to measure the 10% limitation in lieu of its stated principal amount), (ii) 125% of the average Annual Debt Service thereon from the date of calculation to the final maturity thereof, (iii) the Maximum Annual Debt Service thereon, or (iv) for Tax Exempt Bonds, such lesser sum as shall be required by the Code and the Regulations to ensure the exclusion of the interest thereon from the gross income of the Owners thereof for federal income tax purposes; provided, however, that the amount of principal due in any Bond Year shall be determined, in the case of Bonds subject to mandatory sinking fund redemption pursuant to any Supplemental Indenture, by the principal amount of Bonds to be redeemed by mandatory sinking fund redemption in such Bond Year.

"Additional Housing Facility" means the real property, real property improvements, and related personal property that will comprise an Additional Project, with such additions or removals to such properties as will be permitted by Sections 2.11 and 12.01 hereof and the Ground Lease from time to time.

"Additional Housing Facilities" means, collectively, each and every Additional Housing Facility.

"Additional Loan Payments" means the Loan Payments payable by the Borrower to the Issuer pursuant to the Loan Agreement that are described in Section 5.02(b) thereof.

"Additional Note" means any promissory note payable by the Borrower to the order of the Trustee in connection with the issuance of a series of Additional Bonds.

"Additional Notes" means each and every Additional Note.

"Additional Project" means the costs of the development, acquisition, construction, installation, equipping, demolition, or renovation of any Additional Housing Facility undertaken by the Borrower in accordance with the requirements of Sections 2.11 and 12.01 hereof and the Ground Lease.

"Additional Projects" means, collectively, each and every Additional Project.

"Additions or Alterations" means modifications, repairs, renewals, improvements, replacements, alterations, additions, enlargements, or expansions in, on or to all or any portion of the Project, including any and all machinery, furnishings, and equipment therefor.

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"Affiliate" means any Person (i) directly or indirectly controlling, controlled by or under common control with the Borrower, or (ii) a majority of the members of the Directing Body of which are members of the Directing Body of the Borrower. For purposes of this definition, control means with respect to: (a) a corporation having stock, the ownership, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the directors of such corporation; (b) a non-profit corporation not having stock, having the power to elect or appoint, directly or indirectly, a majority of the members of the Directing Body of such corporation; or (c) any other entity, the power to direct the management of such entity through the ownership of at least a majority of its voting securities or the right to designate or elect at least a majority of the members of its Directing Body, by contract or otherwise. For the purposes of this definition, "Directing Body" means with respect to: (1) a corporation having stock, such corporation's board of directors and owners, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the directors of such corporation (both of which groups shall be considered a Directing Body); (2) a non-profit corporation not having stock, such corporation's members if the members have complete discretion to elect the corporation's directors, or the corporation's directors if the corporation's members do not have such discretion; or (3) any other entity, its governing body or board. For the purposes of this definition, all references to directors and members shall be deemed to include all entities performing the function of directors or members however denominated.

"Annual Budget" means the annual budget of the Borrower required by Section 8.07 of the Loan Agreement.

"Annual Debt Service" means the amount required to pay all principal of and interest on a series of Bonds in any Bond Year. For purposes of calculating the Annual Debt Service on a series of Bonds the interest rate borne by which is not fixed to the maturity thereof on any date, for any period during which an interest swap or similar agreement shall be in effect whereunder the Borrower pays a fixed rate and the swap provider pays a floating rate that, in the judgment of the Authorized Borrower Representative (as evidenced by a certificate delivered to the Trustee), approximates the variable rate payable on such series of Bonds, the interest rate on such series of Bonds shall be deemed to be equal to the fixed rate payable by the Borrower under such interest swap or similar agreement and for any period during which such an agreement shall not be in effect such series of Bonds shall be treated as if it bears interest at the 25-year Revenue Bond Index as published by The Bond Buyer on the date of determination.

"Annual Period" means the twelve-month period commencing on July 1 of each calendar year and ending on June 30 of the immediately succeeding calendar year.

"Architect" means, (i) with respect to the Series 2026 Bonds, Mackey Mitchell Architects, P.C., a Missouri professional corporation authorized to do business in the Commonwealth and (ii) with respect to any series of Additional Bonds, the entity designated as the architect in the Supplemental Indenture authorizing such series of Additional Bonds.

"Architect's Agreement" means, (i) with respect to the Series 2026 Bonds, the Standard Form of AIA B101 Standard Form of Agreement dated [Closing Date], by and between the Architect and

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the Developer and assigned to the Borrower, as the same may be amended and modified from time to time as permitted thereby, and (ii) with respect to any series of Additional Bonds, the agreement designated as the architect's agreement in the Supplemental Indenture authorizing such series of Additional Bonds.

"Assignment of Agreements and Documents" means, the Collective Collateral Assignment Agreement, dated [Closing Date], by the Borrower in favor of the Trustee, as the same may be amended, supplemented, restated, or replaced from time to time by the parties thereto as permitted hereof and thereof in connection with, among other things, the issuance of any series of Additional Bonds.

"Audit Report" means an audit report resulting from an audit conducted by an Accountant in conformity with generally accepted auditing standards prepared in accordance with GAAP.

"Authorized Borrower Representative" means any person at the time designated to act on behalf of the Borrower by written certificate furnished to the Issuer, the University, and the Trustee, containing the specimen signature of such person and signed on behalf of the Borrower by the President of the Foundation. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

"Authorized Denomination" means (i) with respect to the Series 2026 Bonds, $5,000 and any integral multiple thereof and (ii) with respect to any series of Additional Bonds, the amount and any integral multiple set forth in the Supplemental Indenture authorizing such series of Additional Bonds.

"Authorized Developer Representative" means any person at the time designated to act on behalf of the Developer by written certificate furnished to the Issuer, the Borrower, the University, and the Trustee, containing the specimen signature of such person and signed on behalf of the Developer by the duly authorized officer of the Developer. Such certificate or any subsequent certificate so executed may designate an alternate or alternates.

"Authorized Issuer Representative" means any person at the time designated to act on behalf of the Issuer by written certificate furnished to the Borrower and the Trustee, containing the specimen signature of such person and signed on behalf of the Issuer by the Chair. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

"Authorized Manager Representative" means any person at the time designated to act on behalf of the Manager by written certificate furnished to the Issuer, the Borrower, and the Trustee, containing the specimen signature of such person and signed on behalf of the Manager by the duly authorized officer of the Manager. Such certificate or any subsequent certificate so executed may designate an alternate or alternates.

"Authorized University Representative" means the President of the University (including any person serving in such capacity in an interim or acting capacity) or any person at the time designated to act on behalf of the University by written certificate furnished to the Issuer, the Borrower, and the Trustee, containing the specimen signature of such person and signed on behalf of the University by the Secretary of the Board of Regents or the General Counsel.

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"Basic Loan Payments" means the Loan Payments payable by the Borrower to the Issuer pursuant to the Loan Agreement that are described under the subheading "Basic Loan Payments" in Section 5.02(a) thereof.

"Bond Counsel" means Independent Counsel nationally recognized as experienced in matters relating to Tax Exempt Bonds and reasonably acceptable to the Issuer, the Borrower, and the Trustee.

"Bond Documents" means (i) with respect to the Series 2026 Bonds, collectively, this Indenture, the Loan Agreement, the Series 2026 Notes, the Tax Agreement, the Project Certificate, the Bond Purchase Agreement, and the Continuing Disclosure Agreement and (ii) with respect to a series of Additional Bonds, the documents and instruments described in the Supplemental Indenture authorizing such series of Additional Bonds.

"Bond Fund" means the Fund of that name created in Section 5.02 hereof.

"Bond Payment Date" means an Interest Payment Date or any date on which Debt Service Payments shall be payable on or in respect of any of the Bonds according to their terms and the terms of this Indenture, including a scheduled mandatory sinking fund redemption date, date of acceleration of the Bonds pursuant to Section 10.02 hereof, an optional redemption date, an extraordinary optional redemption date or stated maturity date, so long as any Bonds shall be Outstanding.

"Bond Purchase Agreement" means (i) with respect to the Series 2026 Bonds, the Bond Purchase Agreement dated [BPA Date], by and among the Issuer, the Borrower, and the Underwriter and (ii) with respect to a series of Additional Bonds, the agreement among the Issuer, the Borrower, and the purchaser of such Additional Bonds governing their sale and purchase.

"Bond Register" means the books for the registration of the Bonds and for the registration of the transfer of the Bonds kept and maintained by the Trustee as bond registrar.

"Bond Resolution" means (i) with respect to the Series 2026 Bonds, the resolution adopted by the Issuer authorizing the issuance and sale thereof, the security therefor, and the execution, delivery, and performance of the applicable Issuer Documents and (ii) with respect to any Additional Bonds, the resolution adopted by the Issuer authorizing the issuance and sale thereof, the security therefor, and the execution delivery, and performance of the documents and instruments to be delivered by the Issuer in connection with such series of Additional Bonds.

"Bond Year" means the period commencing on the Closing Date of a series of Bonds and ending on the following [July 1], and thereafter, each twelve-month period beginning on [July 2] of each calendar year and ending on [July 1] of the immediately succeeding calendar year.

"Bondholders," "Bondowners," or "Owners" means the Persons in whose names any of the Bonds are registered on the Bond Register.

"Bonds" means, collectively, the Series 2026 Bonds and all Additional Bonds.

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"Borrower" means Collegiate Housing Foundation – Bowling Green, L.L.C., a single member limited liability company duly organized and existing under of the laws of the State of Alabama whose sole member is the Foundation, and its valid successors and assigns.

"Borrower Documents" means (i) with respect to the Series 2026 Bonds, collectively, the Loan Agreement, the Series 2026 Notes, the Tax Agreement, the Project Certificate, the Leasehold Mortgage, the Security Agreement, the Assignment of Agreements and Documents, the Bond Purchase Agreement, the Ground Lease, the Development Agreement, the Management Agreement, the Continuing Disclosure Agreement, and the Borrower Financing Statement(s) and, (ii) with respect to each series of Additional Bonds, the documents and instruments described in the Supplemental Indenture authorizing such series of Additional Bonds.

"Borrower Fee" means (i) with respect to the Series 2026 Bonds, $[____], being the fee paid to the Foundation as an expense to compensate the Foundation for the responsibilities assigned to the Borrower under the applicable Financing Documents, and (ii) with respect to any series of Additional Bonds, the amount set forth in the Supplemental Indenture authorizing such series of Additional Bonds.

"Borrower Financing Statement(s)" means (i) with respect to the Series 2026 Bonds, the UCC-1 Financing Statement(s) filed under the Leasehold Mortgage, the Security Agreement, and the Assignment of Agreements and Documents and (ii) with respect to any series of Additional Bonds, any additional filings or amendments to be filed to such UCC-1, if any, in connection with such series of Additional Bonds.

"Business Day" means any day other than a Saturday, a Sunday, or a day on which banks located in the city in which the Office of the Trustee is located are authorized by law to close and on which the New York Stock Exchange is closed.

"Calculation Date" means (i) with respect to the Series 2026 Bonds, the last day of the second Bond Year following the Closing Date, (ii) with respect to any series of Additional Bonds, the last day of each Bond Year, and (iii) the date upon which any series of Bonds shall be Discharged.

"Capitalized Interest" means amounts derived from the proceeds of any series of Bonds deposited in the respective subaccounts of the Capitalized Interest Account of the Bond Fund to pay interest on such series of Bonds and interest earned on such amounts to the extent that such interest earned is required to be applied to pay interest on such series of Bonds.

"Capitalized Interest Account" means the Account of the Bond Fund created in Section 5.02(b) hereof.

"Chair" means the Chair of the Issuer. The term shall include the Vice Chair of the Issuer whenever, by reason of absence, illness or other reason, the Chair of the Issuer is unable to act.

"Closing Date" means [Closing Date].

"Code" means the Internal Revenue Code of 1986, as amended. Reference herein to any specific provision of the Code shall be deemed to include a reference to any successor provision or

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provisions to such provision and to any Regulations issued or proposed under or with respect to such provision or under or with respect to any predecessor provision of the Internal Revenue Code of 1954, as amended, to the extent any of the foregoing is applicable to the Bonds.

"Commonwealth" means the Commonwealth of Kentucky.

"Completion Date" means the date of substantial completion of any Project, as certified by the Borrower as provided in Section 4.04 of the Loan Agreement.

"Condemnation Fund" means the Fund of that name created in Section 5.08 hereof.

"Consistent Basis" means, in reference to the application of GAAP, that the accounting principles observed in the period referred to are comparable in all material respects to those applied in the preceding period, except as to any changes consented to by the Trustee.

"Construction Contracts" means (i) with respect to the Series 2026 Project, the Development Agreement, the General Construction Contract, and the other contracts, if any, relating to the construction thereof by and between the Developer, the General Contractor, or the Borrower and construction professionals or suppliers of materials and equipment, and (ii) with respect to any series of Additional Bonds, the agreements designated as the construction contracts in the Supplemental Indenture authorizing such series of Additional Bonds.

"Construction Costs" means all Costs of the Project that are properly payable to the appropriate contractors pursuant to the applicable Construction Contracts.

"Construction Fund" means the Fund of that name created in Section 5.05 hereof.

"Construction Period," with respect to a Project, means the period between the beginning of construction thereof or the date on which the related series of Bonds are first delivered to the Underwriter for such series of Bonds (whichever is earlier) and the Completion Date for such series of Bonds.

"Continuing Disclosure Agreement" means (i) with respect to the Series 2026 Bonds, the Continuing Disclosure Agreement dated [May 1, 2026], by and between the Borrower and the Dissemination Agent and (ii) with respect to any series of Additional Bond, the continuing disclosure agreement by and between the Borrower and the dissemination agent identified in the Supplemental Indenture for such series of Additional Bonds.

"Cost of Issuance Fund" means the Fund of that name created in Section 5.04 hereof.

"Costs of Issuance," with respect to a particular series of Bonds, means:

(i) the initial or acceptance fee of the Trustee (which includes the administration fee for the first year), the fees and taxes for recording and filing the Leasehold Mortgage, the Security Agreement, the Assignment of Agreements and Documents, any UCC-1 Financing Statements, and any curative documents reasonably deemed desirable to file for record in order to perfect or protect the leasehold interest of the Borrower in the applicable Project or the lien or security interest created or granted by the Leasehold Mortgage, the Security

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Agreement or the Assignment of Agreements and Documents, and the reasonable fees and expenses incurred in connection with any actions or proceedings deemed desirable to perfect or protect the lien or security interest created or granted by the Leasehold Mortgage, the Security Agreement, or the Assignment of Agreements and Documents in connection with the issuance of the such series of Bonds;

(ii) legal fees and expenses, underwriter's spread, underwriting fees, financing costs, Issuer fees and expenses, Rating Agency fees, accounting fees and expenses, consulting fees, Trustee fees, paying agent and certifying and authenticating agent fees, Dissemination Agent fees, publication costs, title insurance premiums, and printing and engraving costs incurred in connection with the authorization, sale, issuance, and carrying of such series of Bonds and the preparation of the applicable Financing Documents and all other documents relating to such series of Bonds; and

(iii) other costs incurred in connection with the issuance of such series of Bonds and permitted by the Act to be paid or reimbursed from the proceeds of such series of the Bonds.

"Costs of the Project," with respect to a particular series of Bonds, means those costs and expenses in connection with the acquisition, construction, furnishing, equipping, and renovation thereof permitted by the Project Certificate for such series of Bonds to be paid or reimbursed from the proceeds of such series of the Bonds including the following:

(i) (a) the cost of the preparation of Plans and Specifications (including any preliminary study or planning thereof or any aspect thereof), (b) the cost of demolition and site preparation and the cost of acquisition and construction of the applicable Project, and all construction, acquisition, and installation expenses required to provide utility services or other facilities and all real or personal properties deemed necessary in connection therewith (including development, architectural, engineering, and supervisory services with respect to any of the foregoing), (c) interest on the such series of Bonds during the applicable Construction Period and for such additional period as the Borrower shall reasonably determine to be necessary for placing the Additional Housing Facilities financed by such series of Bonds in operation, and (d) any other costs and expenses relating to the acquisition, construction, and placing in service thereof;

(ii) the purchase price of the equipment in connection therewith, including all costs incident thereto, payment for labor, services, materials, and supplies used or furnished in site improvement and in the construction thereof, including all costs incident thereto, payment for the cost of the construction, acquisition, and installation of utility services or other facilities in connection therewith, payment for all real and personal property deemed necessary in connection therewith, payment of consulting and development fees in connection therewith, and payment for the miscellaneous expenses incidental to any of the foregoing items including the premium on any surety bond;

(iii) the fees or out of pocket expenses, if any, of those providing services with respect thereto, including architectural, engineering, development, and supervisory services;

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(iv) any other costs and expenses relating to the Project financed by such series of Bonds that constitute costs or expenses for which the Issuer may expend Bond proceeds under the Act and the Project Certificate, including marketing costs, other than Costs of Issuance of such series of Bonds;

(v) reimbursement to the Borrower for any costs described above paid by it, whether before or after the execution of the Loan Agreement; provided, however, that reimbursement for any expenditures of such series of Bonds made before the execution of the Loan Agreement from the applicable Account of the Construction Fund shall only be permitted for expenditures meeting the requirements of the Regulations, including Section 1.150 2 of the Regulations; and

(vi) working capital and certain startup costs of the applicable Project, including startup costs and marketing costs.

"Debt Service Payment" means, with respect to any series of Bonds on any Bond Payment Date, (i) the interest payable thereon on such Bond Payment Date, (ii) the principal or Redemption Price, if any, payable in respect thereof on such Bond Payment Date, and (iii) the Sinking Fund Requirement, if any, with respect to such Bond Payment Date.

"Debt Service Payments" means each and every Debt Service Payment.

"Debt Service Reserve Fund" means the Fund of that name created in Section 5.06 hereof.

"Debt Service Reserve Requirement" means, as applicable, the Series 2026 Debt Service Requirement and the Additional Bonds Debt Service Reserve Requirement.

"Decommissioned Housing Facility" means any Housing Facility decommissioned by the Borrower for use in providing student housing services to students and other individuals served by the University in accordance with the Ground Lease. For purposes of clarity, in connection with the Series 2026 Project, (a) Hugh-Poland and Douglas-~~Keen~~ Halls and the adjacent dining facility, known as "The Den", each comprise a Decommissioned Housing Facility in connection with the Series 2026 Project as of the Closing Date, and (b) McCormack, Rodes Harlin, and Gilbert Halls are each expected to constitute a Decommissioned Housing Facility after the Closing Date.

"Decommissioned Housing Facilities" means, collectively, each and every Decommissioned Housing Facility.

"Defaulted Interest" means any interest on any Bond that is due and payable, but that is not punctually paid or duly provided for on any Interest Payment Date.

"Defeasance Account" means the Account of the Bond Fund by that name created in Section 5.02(b) hereof.

"Defeasance Obligations" means (i) cash (insured at all times by the Federal Deposit Insurance Corporation), and (ii) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America.

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"Developer" means GD WKU DEVCO LLC, limited liability company organized under the laws of the Commonwealth, and its successors and assigns.

"Development Agreement" means (i) with respect to the Series 2026 Project, the Turnkey Development Agreement dated [Closing Date], by and between the Borrower and the Developer, and (ii) with respect to any Additional Project, the agreement designated as the development agreement in the Supplemental Indenture authorizing the series of Additional Bonds applicable to such Additional Project.

"Dining Sublease" means the sublease by the Borrower to the University of the dining facility located within the Series 2026 Project.

"Discharged" means, with respect to particular series of Bonds, that all amounts due thereunder are actually and unconditionally due, if cash is available at the place of payment and no interest accrues thereafter with respect to such series of Bonds.

"Dissemination Agent" means Wilmington Trust, National Association, in its capacity as dissemination agent under the Continuing Disclosure Agreement, and its successors and assigns, and the dissemination agent under any successor agreement.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Electronic Means" means facsimile transmission, email transmission, or other similar electronic means of communication providing evidence of transmission, including a telephone communication confirmed by another method set forth in this definition; provided that for purposes of this Indenture or the Loan Agreement, an email does not constitute a notice, request, or other communication hereunder but rather the portable document format or similar attachment attached to such email shall constitute notice, request, or other communication.

"Event of Default" means each of the events specified in Section 10.01 hereof.

"Event of Taxability," with respect to any series of Tax Exempt Bonds, means the existence or absence of any circumstances that causes the interest thereon or on any portion thereof to become includable in the gross income of the Owner thereof for federal income tax purposes.

"Expenses," with respect to the Project, means, for any period, the aggregate of all expenses in connection with the management, operation, and maintenance of the Project as recognized in accordance with GAAP, including the Membership Fee, the Property Management Base Fee, any expenses payable by the Borrower under the Dining Sublease, and all reimbursements due and payable to the Manager under the Management Agreement; all expenses incurred by the Borrower for inspection of the Project; the calculation and payment of the Rebate Amount relating to the Bonds as required by federal law; enforcement of the obligations of other parties to the Financing

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Documents; and the performance of any other obligations of the Borrower, the Insurance Consultant, and any Accountants under the Financing Documents directly related to the Project, but excluding (i) principal and interest on the Notes; (ii) any allowance for depreciation or amortization; (iii) replacement of capital assets of the Project; (iv) amortization of financing costs or any intangible assets or items; (v) any extraordinary expenses (including losses on the sale of assets other than in the ordinary course of business and losses on the extinguishment of debt or termination of pension plans); (vi) any expenses paid with proceeds of the Bonds; (vii) losses resulting from any reappraisal, revaluation, or write-down of assets; (viii) payments made to the University under the Ground Lease; and (ix) any unrealized loss resulting from changes in the value of investment securities or an interest rate hedge or protection agreement.

"Extraordinary Services of the Trustee" and "Extraordinary Expenses of the Trustee" mean all services rendered and all expenses incurred by the Trustee hereunder and under the other Financing Documents, including reasonable counsel fees and expenses, other than Ordinary Services of the Trustee and Ordinary Expenses of the Trustee.

"Favorable Opinion of Bond Counsel" means an opinion of Bond Counsel, addressed to the Issuer, the Borrower, the University, and the Trustee to the effect that the action proposed to be taken is not prohibited by the laws of the Commonwealth or this Indenture and will not adversely affect any exclusion from gross income for federal income tax purposes of interest on any Tax Exempt Bonds.

"Financial Consultant" means a firm of Accountants or professional management, marketing, or financial consultants having the skill and experience necessary to render the particular report required hereunder. Such firm(s) shall not be, and no member, stockholder, director, officer, or employee of which shall be, an officer or employee of the Issuer, the Borrower, or the University. The reports of the Financial Consultant showing forecast financial performances may be in the form of a forecast of the management of the Borrower that is accompanied by a statement of a Financial Consultant to the effect that such Financial Consultant has reviewed the underlying assumptions and procedures used by management and that such assumptions provide a reasonable basis for the forecast of management.

"Financing Documents" means (i) with respect to the Series 2026 Bonds, collectively, the Bond Documents, the Leasehold Mortgage, the Security Agreement, the Assignment of Agreements and Documents, the Ground Lease, the Development Agreement, the Management Agreement, the General Construction Contract, and the Financing Statements, and (ii) with respect to any Additional Bonds, the documents and instruments designated as the financing documents in the Supplemental Indenture authorizing the series of Additional Bonds.

"Financing Statements," means, collectively, the Borrower Financing Statement(s) and the Issuer Financing Statement(s).

"Fixed Charges" means, for any period, the sum of all cash outflows related to the Project and scheduled for the calendar year beginning during the Annual Period that the Borrower cannot avoid without violating long term contractual or legal obligations (those obligations which extend for a period greater than one year), including (i) interest on Indebtedness other than Short-Term Indebtedness, and (ii) scheduled payments of principal on Indebtedness other than Short-Term

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Indebtedness. "Fixed Charges" do not include payments made to the University under the Ground Lease or any amounts payable in respect of any Indebtedness to the extent that such amounts are payable from the proceeds of such Indebtedness.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Revenue Available for Fixed Charges to Fixed Charges.

"Foundation" means Collegiate Housing Foundation, a nonprofit corporation duly organized and existing under of the laws of the State of Alabama, and its successors and assigns.

"Fund" means each of the funds created pursuant to this Indenture.

"GAAP" means those principles of accounting set forth in pronouncements of the Financial Accounting Standards Board and its predecessors or pronouncements of the American Institute of Certified Public Accountants or those principles of accounting that have other substantial authoritative support and are applicable in the circumstances as of the date of application, as such principles are from time to time supplemented and amended.

"General Construction Contract" means (i) with respect to the Series 2026 Project, the Standard Form of AIA-A133 Agreement Between Owner and Construction Manager as Constructor dated [Closing Date], by and between the Developer, acting as agent for the Borrower, as owner, and the General Contractor, as contractor, pursuant to which the General Contractor has agreed to provide construction services in respect of the Series 2026 Project, and (ii) with respect to any Additional Project, the agreement designated as the general construction contract in the Supplemental Indenture authorizing the series of Additional Bonds applicable to such Additional Project.

"General Contractor" means (i) with respect to the Series 2026 Project, Unity Construction Management, LLC, a limited liability company organized in accordance with the laws of the State of [Illinois] that is licensed to do business in the Commonwealth and (ii) with respect to any series of Additional Bonds, the entity designated as the general contractor in the Supplemental Indenture authorizing such series of Additional Bonds.

"General Revenues" means the sum of (i) the gross receipts and operating and non-operating revenues derived by the Borrower from the ownership or operation of the Housing Facilities, including business or rental interruption insurance proceeds, any Seller Annual Payments (as defined in the Purchase and Sale Agreement) by the University to the Borrower under Section 14(b) of the Purchase and Sale Agreement, and any reimbursements or revenue received by the Borrower from the University under the Dining Sublease, and (ii) Unrestricted Contributions, all as determined in accordance with GAAP, but excluding, in any event, the sum of: (a) earnings that constitute capitalized interest, (b) earnings on amounts that are irrevocably deposited in escrow to pay the principal of or interest on Indebtedness of the Borrower related to the Project, and (c) security deposits received from residents of the Project and held by the Borrower until such time, if any, as the Borrower shall be permitted to apply such deposits to the payment of rent or to the repair and maintenance of the Project in accordance with the terms of a lease or residency agreement.

"Ground Lease" means the Ground Lease Agreement dated [Closing Date], by and between the University and the Borrower, as the same may be amended, supplemented, restated, or replaced

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from time to time by the parties thereto as permitted hereof and thereof in connection with, among other things, the issuance of any series of Additional Bonds.

"Housing Facilities" means, collectively, the Legacy Housing Facilities, the Series 2026 Housing Facilities, and all Additional Housing Facilities, but excludes all Decommissioned Housing Facilities.

"Indebtedness" means, but only to the extent incurred in connection with the Housing Facilities or secured by a lien on the Housing Facilities or the General Revenues, (i) all indebtedness, whether or not represented by bonds, debentures, notes, or other securities, for the repayment of money borrowed, (ii) all deferred indebtedness for the payment of the purchase price of properties or assets purchased, (iii) all guaranties, endorsements (other than endorsements in the ordinary course of business), assumptions, and other contingent obligations in respect of, or to purchase or to otherwise acquire, indebtedness of others, (iv) all indebtedness secured by mortgage, pledge, security interest, or lien existing on property owned that is subject to such mortgage, pledge, security interest, or lien, whether or not the indebtedness secured thereby shall have been assumed, (v) swap or hedging obligations or other similar derivative or investment agreements that, under certain circumstances, require a payment upon termination, and (vi) all finance lease obligations; provided, however, that for the purpose of computing Indebtedness, there shall be excluded any particular Indebtedness if, upon or before the maturity thereof, there shall have been irrevocably deposited with the proper depository in trust the necessary funds (or direct obligations of the United States of America not redeemable by the issuer thereof) for the payment, redemption, or satisfaction of such Indebtedness, and thereafter such funds and such direct obligations of the United States of America so deposited shall not be included in any computation of the assets of the Borrower and the income derived from such funds and such direct obligations of the United States of America so deposited shall not be included in any computation of the income of the Borrower.

"Indenture" means this Trust Indenture dated [May 1, 2026], by and between the Issuer and the Trustee, as the same may be amended, supplemented, restated, or replaced from time to time by the parties hereto.

"Independent Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state of the United States or the District of Columbia and not in the full time employment of the Issuer or the Borrower.

"Initial Loan Agreement" means the Loan Agreement dated as of [May 1, 2026], by and between the Issuer and the Borrower.

"Insurance Consultant" means any Person that is not the Issuer, the Borrower, or an Affiliate, appointed by the Borrower that is acceptable to the University and that is qualified to survey risks and to recommend insurance coverage for student housing facilities and organizations engaged in like operations as that of the Project in the Commonwealth, and that has a favorable reputation for skill and experience in such surveys and such recommendations and who may be a broker or agent with whom the Issuer or the Borrower transacts business.

"Insurance Fund" means the Fund of that name created in Section 5.08 hereof.

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"Interest Payment Date" means, (i) with respect to the Series 2026 Bonds, [January 1] and [July 1] of each year, commencing [January 1, 2027], and (ii) with respect to any series of Additional Bonds, the dates designated as interest payment dates for such series of Additional Bonds in the related Supplemental Indenture authorizing such series of Additional Bonds.

"Interlocal Agreement" means the Interlocal Cooperation Agreement relating to the Issuer, dated September 19, 2014, by and among various political subdivisions of the Commonwealth, as such agreement may be amended, supplemented, restated, or replaced from time to time by the parties thereto.

"IRS" means the United States Internal Revenue Service or any successor agency or department.

"Issuer" means the Kentucky Bond Development Corporation, a Kentucky nonprofit corporation, acting as the agency and instrumentality of the public agencies party to the Interlocal Agreement, and its successors and assigns.

"Issuer Deliverable" means this Indenture, any Bonds, the Loan Agreement (including any amendments, supplements, restatements, and replacements thereof), any Tax Agreement, any certificate, statement, request, requisition, or order of the Issuer, or any other agreement or instrument of the Issuer delivered by the Issuer in connection with any Bond.

"Issuer Documents" means (i) with respect to the Series 2026 Bonds, collectively, this Indenture, the Loan Agreement, the Bond Purchase Agreement, the Tax Agreement, and the Issuer Financing Statement(s), and (ii) with respect to any Additional Bonds, the documents and instruments designated as the issuer documents in the Supplemental Indenture authorizing such series of Additional Bonds.

"Issuer Financing Statement(s)" means (i) with respect to the Series 2026 Bonds, the UCC 1 Financing Statement(s) filed under this Indenture, and (ii) with respect to any series of Additional Bonds, the UCC-1 Financing Statement(s) filed in connection with the Supplemental Indenture governing such series of Additional Bonds.

"Leasehold Mortgage" means the Leasehold Mortgage dated [Closing Date], by the Borrower in favor of the Trustee, as the same may be amended, supplemented, restated, or replaced from time to time by the parties thereto as provided thereby and by this Indenture.

"Legacy Housing Facilities" means, collectively, all of the student housing and related facilities of the University acquired by the Borrower with the proceeds of the Series 2026 Bonds, including (i) Douglas Keen Hall; (ii) Gilbert Hall; (iii) Hugh Poland Hall; (iv) McCormack Hall; (v) Minton Hall; (vi) Pearce Ford Hall; (vii) Rodes Harlin Hall; (viii) Meredith Hall; (ix) Zacharias Hall; (x) Bates Runner Hall; (xi) Kentucky Apartments; (xii) McLean Hall; (xiii) Munday Hall; (xiv) Southwest Hall; (xv) the dining facility adjacent to Hugh-Poland and Douglas-Keen Halls known as "The Den"; and (xvi) subject to satisfaction of the conditions in the Ground Lease and the Purchase and Sale Agreement, Regents Hall and Normal Hall. For purposes of clarity, reference to the Legacy Housing Facilities includes all real property, real property improvements, and personal property associated therewith and utilized in connection with the operation of such facilities.

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"Loan" means the loan or loans by the Issuer to the Borrower of the proceeds of the Bonds pursuant to Article III of the Loan Agreement and which is evidenced by the Notes.

"Loan Agreement" means the Initial Loan Agreement, as the same may be amended or supplemented by the parties thereto from time to time in accordance with Article XIII hereof.

"Loan Payments" means the Basic Loan Payments, the Additional Loan Payments, and the Reserve Loan Payments.

"Majority of the Bondholders" means the Owners of more than 50% in aggregate principal amount of the Bonds then Outstanding, or if such provision applies only to a series of Bonds, the Owners of more than 50% in aggregate principal amount of the Bonds of such series then Outstanding.

"Management Agreement" means (i) initially, the Management Agreement dated [Closing Date], by and between the Borrower and the Manager, as the same may be amended, supplemented, restated, or replaced from time to time by the parties thereto as provided thereby, and (ii) thereafter, any management or similar agreement between the Borrower and any successor Manager relating to the management of the Housing Facilities, as the same may be amended, supplemented, restated, or replaced from time to time by the parties thereto as provided thereby.

"Management Fee" means, collectively, the Property Management Base Fee and the Property Management Performance Incentive Fee, each payable to the Manager pursuant to the Management Agreement.

"Manager" means (i) initially, WGB Property Management LLC, doing business as Inwood Management, a limited liability company organized under the laws of the State of Delaware, and its successors and assigns, and (ii) thereafter, either the University or any other management company employed by the Borrower, with the written consent of the University, to manage the Housing Facilities.

"Maximum Annual Debt Service" means, with respect to any particular Indebtedness of the Borrower (including its financial obligations with respect to any Bond or series of Bonds then Outstanding), the maximum Annual Debt Service thereon occurring during the then current Bond Year or in any future Bond Year, whether at maturity or subject to mandatory sinking fund redemption.

"Membership Fee" means the annual membership fee described in Section [36(c)(ii)] of the Ground Lease.

"Net Proceeds," when used with respect to any insurance or condemnation award, with respect to the sale or other disposition of a portion of the Housing Facilities, or with respect to any other recovery on a contractual claim or claim for damage to or for taking of property, means the gross proceeds from the insurance or condemnation award, sale, or other disposition, or recovery remaining after payment of all expenses (including attorneys' fees and any Extraordinary Expenses of the Trustee) incurred in the collection of such gross proceeds.

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["Non-Construction Costs" means all Costs of the Project other than the costs and fees that are properly payable to the appropriate contractors pursuant to the Construction Contracts and complies with the Project Certificate.]

"Notes" means, collectively, the Series 2026 Notes and all Additional Notes.

"Occupied Bed" means a unit of housing contained within the Housing Facilities that is operational and available to be assigned to a student of the University in accordance with the normal procedures, standards, and protocols employed by the University for which a student is assigned as such student's primary housing unit.

"Office of the Trustee" means the principal corporate trust office of the Trustee, currently located at Minneapolis, Minnesota, or such other location as may be designated by it to the Issuer and the Borrower in writing, or the principal corporate trust office of, or such other location as may be designated to the Issuer and the Borrower in writing by, any successor or temporary Trustee hereunder.

"Officer's Certificate" of the Borrower means a certificate signed by an Authorized Borrower Representative.

"Official Statement" means (i) with respect to the Series 2026 Bonds, the Official Statement dated [OS Date], as supplemented by the Issuer or the Borrower in accordance with the Rule, and (ii) with respect to any series of Additional Bonds, the official statement related to such series of Additional Bonds.

"Operating Account" means the account established pursuant to the Management Agreement and maintained by the Manager on behalf of the Borrower from which the Manager pays Expenses.

"Operations Contingency Fund" means the Fund of that name created in Section 5.09 hereof.

"Opinion of Bond Counsel" means an opinion of Bond Counsel, addressed to the Issuer, the Borrower, the University, and the Trustee.

"Ordinary Services of the Trustee" and "Ordinary Expenses of the Trustee" mean those reasonable services rendered and those reasonable expenses incurred by the Trustee (in its capacity as Trustee and in its capacity as Dissemination Agent, paying agent, and as registrar, as applicable) in the performance of its duties hereunder and under the other Financing Documents of the type ordinarily performed by corporate trustees under like indentures, including reasonable fees and expenses of independent appraisers, accountants, consultants, counsel, agents, and attorneys or other experts employed by it in the exercise and performance of its powers and duties hereunder.

"Outstanding Bonds" or "Bonds Outstanding" means all Bonds that have been duly authenticated and delivered by the Trustee hereunder, except:

(i) Bonds theretofore canceled or required to be canceled by the Trustee;

(ii) Bonds that are deemed to have been paid in accordance with Article IX hereof; and

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(iii) Bonds in substitution for which other Bonds have been authenticated and delivered under Section 2.05 hereof.

If this Indenture shall be discharged pursuant to Article IX hereof, no Bonds shall be deemed to be Outstanding within the meaning of this definition.

"Permitted Encumbrances" means, as of any particular time, (i) liens for ad valorem taxes, special assessments, and other charges not then delinquent or for taxes, assessments, and other charges being contested in accordance with Section 4.01(e) and Section 6.03 of the Loan Agreement or the Ground Lease, (ii) the Financing Documents, (iii) currently existing utility, access and other easements and rights of way, restrictions, and exceptions described in the title policy required by Section 3.05 of the Loan Agreement, (iv) utility, access, drainage, and other easements that do not impact the intended use of the Housing Facilities, (v) inchoate mechanics' and materialmen's liens that arise by operation of law, but that have not been perfected by the required filing of record, for work done or materials delivered after the date of recording of the Ground Lease in connection with Additions or Alterations, (vi) the mechanics' and materialmen's liens permitted by Section 4.01(e) and Section 6.01 of the Loan Agreement, (vii) any additional exceptions or encumbrances created or consented to by the University that are permitted under the Financing Documents, and (viii) liens or encumbrances securing Additional Bonds.

"Permitted Investments" means any of the following securities to the extent permitted under the laws of the Commonwealth:

(i) direct or general obligations of or obligations guaranteed by, and representing a pledge of the full faith and credit of, the United States of America;

(ii) obligations, debentures, notes, or other evidences of indebtedness issued or guaranteed by any of the following: Banks for Cooperatives; Central Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export Import Bank of the United States; Federal Land Bank; FNMA (excluding securities representing only interest payments); FHLMC (but only to the extent timely payment of principal and interest is guaranteed); FmHA; Tennessee Valley Authority; Federal Financing Bank; or GNMA;

(iii) to the extent (at the time of such investment) they do not adversely affect the rating quality on the Outstanding Bonds, securities representing an undivided beneficial interest in identified payments to be made on an obligation listed in paragraph (i) or (ii) above (other than mutual funds unless the written consent of the Rating Agencies which then have current ratings on the Bonds has been obtained);

(iv) to the extent (at the time of such investment) they do not adversely affect the rating quality on the Outstanding Bonds, certificates of deposit issued by, or time deposits with, any bank or trust company organized under the laws of the Commonwealth, any national banking association which is a member of the Federal Reserve System or any savings and loan association which is a member of the Federal Deposit Insurance Corporation (including the Trustee), provided that any such entity has capital stock, surplus and undivided profits aggregating at least $1,000,000, and provided further that such time deposits or certificates of deposit, to the extent not insured, are fully secured by obligations

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of the type specified in paragraph (i) or (ii) above or paragraph (v) below (with an underlying rating of "A" or better) which have a market value, exclusive of accrued interest, at least equal to the amount of such deposits plus interest accrued thereon;

(v) general obligations of any state of the United States to the payment of which the full faith and credit of such state is pledged and which at the time of purchase are rated not lower than the rating quality of the applicable series of Bonds by the Rating Agency, if in each case such Rating Agency then has a current rating on the Bonds, and other obligations issued by any such state or by any agency, instrumentality or local governmental unit of any such state which at the time of purchase are rated not lower than the rating of the applicable series of Bonds by the Rating Agency if in each case such Rating Agency then has a current rating on the series of Bonds, and general obligations of or obligations fully guaranteed by the Commonwealth;

(vi) shares of a diversified open end management investment company, as defined in the Investment Company Act of 1940, which is a money market fund and which at the time of purchase is rated at least "AAA" by S&P, if such Rating Agency then has a current rating on the series of Bonds and if such Investment will not adversely affect the ratings on the Outstanding Bonds at the time of such investment;

(vii) bonds, debentures, notes, commercial paper, certificates of deposit, interest bearing accounts (in financial institutions selected without regard for relative participation as qualified mortgage lenders in Issuer programs, and which may include the Trustee), repurchase agreements, and other investment contracts or agreements which are in each case issued or fully guaranteed by a person having unsecured debt obligations rated at the time of purchase not lower than the rating of the applicable series of Bonds by S&P, if such Rating Agency then has a current rating on such series of the Bonds, or any investment agreement described in the applicable Supplemental Indenture or approved by each Rating Agency having a current rating on such series of Bonds; or

(viii) any other security or obligation or combination thereof permitted under the laws of the Commonwealth.

It is expressly understood that the definition of Permitted Investments shall be, and be deemed to be, expanded, or new definitions and related provisions shall be added to this Indenture by a Supplemental Indenture, thus permitting investments with different characteristics from those permitted above which the Issuer deems from time to time to be in the interest of the Issuer to include as Permitted Investments if at the time of inclusion such inclusion will not, in and of itself, adversely affect the rating quality on the Outstanding Bonds.

In determining whether a particular investment would adversely affect the rating quality on the Outstanding Bonds of a series, the Borrower may rely upon the most recent credit publications of the applicable Rating Agency, or written or oral determinations thereof, provided that if oral the Borrower shall maintain a written summarization of the results of such oral communication.

"Person" means natural persons, firms, joint ventures, associations, trusts, partnerships, corporations, limited liability companies, public bodies, and similar entities.

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"Plans and Specifications," with respect to the Series 2026 Project, means the detailed plans and specifications for the construction thereof prepared by the Architect or by architects and engineers acceptable to the Architect, as amended from time to time by the Borrower with the consent of the University, a copy of which is or will be on file with the Trustee.

"Premises" means, collectively, the Property and the Project.

"Prime Rate" means the prime rate charged corporate borrowers by the commercial lending department of the Trustee, if any, or in the absence of such commercial lending department or rate, the rate designated the "Prime Rate" as published each Business Day in The Wall Street Journal.

"Project" means, collectively, the Series 2026 Project and all Additional Projects.

"Project Bonds" means any bonds issued by the Issuer in accordance with Section 2.11 hereof for the purpose of financing all or a portion of the costs of an Additional Project.

"Project Certificate" means (i) with respect to the Series 2026 Bonds, the Certificate of Total Financed Property of the Borrower and the University delivered to Bond Counsel on the date of issuance of the Series 2026A Bonds, and (ii) with respect to any series of Additional Bonds that are Tax Exempt Bonds, the Certificate of Total Financed Property or Project Certificate of the Borrower and the University delivered to Bond Counsel on the date of issuance of such series of Additional Bonds.

"Property" has the meaning provided in the Ground Lease.

"Property Management Base Fee" has the meaning provided in the Management Agreement.

"Property Management Performance Incentive Fee" has the meaning provided in the Management Agreement.

"Purchase and Sale Agreement" means the Purchase and Sale Agreement dated [____], 2026, by and between the University and the Borrower, with respect to the transfer by the University to the Borrower of Regents Hall and Normal Hall as part of the Series 2026 Project.

"Rating Agency," at any point in time, means any nationally recognized securities rating agency or service then rating a series of Bonds.

"Rebate Amount" means, as of any Calculation Date, the amount that would have been required to be paid to the United States of America under Section 148(f) of the Code with respect to all Tax Exempt Bonds which are Outstanding Bonds had all of such Bonds had been Discharged on and as of such Calculation Date.

"Rebate Fund" means the Fund of that name created in Section 5.11 hereof.

"Redemption Fund" means the Fund of that name created in Section 5.03 hereof.

"Redemption Price" means, with respect to Bonds or a portion thereof, the principal amount of such Bonds or portion thereof plus accrued interest, if any, plus the applicable premium, if any,

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payable on redemption thereof in the manner contemplated in accordance with its terms and this Indenture.

"Refunding Bonds" means any bonds issued by the Issuer in accordance with Section 2.11 hereof for the purpose of refunding or defeasing one or more then outstanding Bonds in advance of scheduled maturity.

"Regular Record Date" means the fifteenth day of the month (whether or not such day is a Business Day) immediately preceding each Interest Payment Date.

"Regulations" means the applicable treasury regulations promulgated under the Code or under Section 103 of the Internal Revenue Code of 1954, as amended, whether at the time proposed, temporary, final, or otherwise. Reference herein to any specific provision of the Regulations shall be deemed to include a reference to any successor provision or provisions to such provision.

"Repair and Replacement Fund" means the Fund of that name created in Section 5.07 hereof.

"Requisite Number of Bondholders" means the Owners of not less than two-thirds in aggregate principal amount of the Bonds then Outstanding or, if such provision applies only to a series of Bonds, the Owners of not less than two-thirds in aggregate principal amount of the Bonds of such series then Outstanding.

"Reserve Loan Payments" means the Loan Payments payable by the Borrower to the Issuer pursuant to the Loan Agreement that are described in Section 5.02(c) of the Loan Agreement.

"Responsible Officer" means, when used with respect to the Trustee, any officer within the Corporate Trust Department (or any successor group of the Trustee) (including any vice president, assistant vice president, assistant secretary, or any other officer or assistant officer of the Trustee designated by the Trustee) who is located at the Office of the Trustee.

"Retained Services" means all services performed by the University with respect to the student housing facilities conducted by the University with respect to the Housing Facilities.

"Retained Services Fee" means, on any date of determination, equal to the product of $[1,175.00] multiplied by the number of Occupied Beds on such date of determination.

"Revenue Available for Fixed Charges" means, for any period, the excess of Revenues over Expenses.

"Revenue Fund" means the Fund of that name created in Section 5.01 hereof.

"Revenues," for any period, means the sum of: (i) the gross receipts and operating and non-operating revenues derived by the Borrower from the ownership or operation of the Housing Facilities, including business or rental interruption insurance proceeds, any Seller Annual Payments (as defined in the Purchase and Sale Agreement) by the University to the Borrower under Section 14(b) of the Purchase and Sale Agreement, and any reimbursements or revenue received by the Borrower from the University under the Dining Sublease, and (ii) Unrestricted Contributions, all as determined in accordance with GAAP, excluding, in any event, the sum of: (a) earnings that

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constitute capitalized interest, (b) earnings on amounts that are irrevocably deposited in escrow to pay the principal of or interest on indebtedness of the Borrower related to the Project, (c) security deposits received from residents of the Housing Facilities and held by the Borrower until such time, if any, as the Borrower shall be permitted to apply such deposits to the payment of rent or to the repair and maintenance of the Housing Facilities in accordance with the terms of a lease or residency agreement, (d) any gains on the sale or other disposition of investments or fixed or capital assets not in the ordinary course of business, (e) earnings or gains resulting from any reappraisal, revaluation or write up of assets, (f) contributions from any Affiliate, and (g) any unrealized gain resulting from changes in the value of investment securities or an interest rate hedge or protection agreement.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and if such corporation shall for any reason no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Borrower. Whenever rating categories of S&P are specified in this Indenture, such categories shall be irrespective of gradations within a category.

"Securities Depository" means DTC or other recognized securities depository selected by the Issuer at the request of the Borrower, which maintains a book entry system in respect of such Bonds and agrees to follow the procedures required to be followed hereunder by a Securities Depository, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

"Securities Depository Nominee" means, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Bond Register the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book entry system.

"Security" means any of the property subject to the operation of the granting clauses contained in the Security Documents.

"Security Agreement" means the Security Agreement dated [Closing Date], by and between the Borrower and the Trustee, as the same may be amended, supplemented, restated, or replaced from time to time by the parties thereto as provided hereby and thereby.

"Security Document" means this Indenture, the Leasehold Mortgage, the Security Agreement, the Assignment of Agreements and Documents, or the Loan Agreement.

"Security Documents" means each and every Security Document.

"Series 2026 Bonds" means, collectively, the Series 2026A Bonds and the Series 2026B Bonds.

"Series 2026 Debt Service Reserve Requirement" means $[____].

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"Series 2026 Housing Facilities" means the real property, real property improvements, and related personal property comprising the Series 2026 Project.

"Series 2026 Improvements" means the planned improvements, including, without limitation, any demolition, expansion, or renovation or addition of Housing Facilities, replacement of furniture, fixtures, and equipment, and façade improvements to the Housing Facilities, as generally described in Exhibit "C" to the Ground Lease and clauses (ii) and (iii) of the definition of Series 2026 Project.

"Series 2026 Loans" means the loans by the Issuer to the Borrower of the proceeds of the Series 2026 Bonds pursuant to Section 3.01(a) of the Loan Agreement and which is evidenced by the Series 2026 Notes.

"Series 2026 Notes" means the Series 2026A Note and the Series 2026B Note.

"Series 2026 Project" means the costs of (i) acquiring the Legacy Housing Facilities; (ii) developing, acquiring, constructing, equipping, and installing a new approximately 1,000-bed Housing Facility by the Borrower on the campus of the University; (iii) renovating, improving, and equipping certain of the Legacy Housing Facilities and demolishing Douglas-Keen Hall, Hugh-Poland Hall, McCormack Hall, Rodes Harlin Hall, Gilbert Hall and the dining facility adjacent to Hugh-Poland and Douglas-Keen Halls , known as "The Den" (comprising a portion of the Legacy Housing Facilities as of the [Closing Date]) located on the campus of the University. For clarity, clauses (ii) and (iii) of the foregoing collectively comprise the Series 2026 Improvements.

"Series 2026A Bonds" means the revenue bonds designated "Kentucky Bond Development Corporation Student Housing Revenue Bonds, City of Plum Springs Series 2026A (Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project)," in the aggregate principal amount of $[ParA], to be issued pursuant to this Indenture.

"Series 2026A Loan" means the loan by the Issuer to the Borrower of the proceeds of the Series 2026A Bonds pursuant to Section 3.01(a) of the Loan Agreement and which is evidenced by the Series 2026A Note.

"Series 2026A Note" means the Series 2026A Promissory Note of the Borrower dated [Closing Date], in the original principal amount of $[ParA], payable to the Issuer, given to evidence the obligation of the Borrower to repay the Series 2026A Loan relating to the Series 2026A Bonds.

"Series 2026B Bonds" means the revenue bonds designated "Kentucky Bond Development Corporation Student Housing Revenue Bonds, City of Plum Springs Taxable Series 2026B (Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project)," in the aggregate principal amount of $[ParB], to be issued pursuant to this Indenture.

"Series 2026B Loan" means the loan by the Issuer to the Borrower of the proceeds of the Series 2026B Bonds pursuant to Section 3.01(a) of the Loan Agreement and which is evidenced by the Series 2026B Note.

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"Series 2026B Note" means the Series 2026B Promissory Note of the Borrower dated [Closing Date], in the original principal amount of $[ParB], payable to the Issuer, given to evidence the obligation of the Borrower to repay the Series 2026B Loan relating to the Series 2026B Bonds.

"Short-Term," when used in respect of Indebtedness, means Indebtedness that (i) matures not more than (and may not be extended or renewed at the option of debtor to a date which is more than) one year from the date of incurrence, extension, or renewal, and is not subject to a binding commitment to refinance or other arrangement to provide for payment of such Indebtedness over a term greater than one year beyond the date of incurrence, extension, or renewal, or (ii) regardless of maturity, is required by its terms to have a period of at least fifteen consecutive days in a twelve-month period during which there shall be no outstanding principal amount of such Indebtedness.

"Sinking Fund Requirement" means the principal amount established under Section 3.03 hereof for the retirement thereof by purchase or redemption of a series of Bonds on [July 1] of such Bond Year.

"Special Record Date," for the payment of any Defaulted Interest, means the date fixed by the Trustee pursuant to Section 2.08 hereof.

"Supplemental Indenture" means a supplemental indenture entered into by and between the Issuer and the Trustee amending, supplementing, restating, or otherwise replacing this Indenture in accordance with Article XII hereof.

"Supplemental Loan Agreement" means a supplemental loan agreement entered into by and between the Issuer and the Borrower amending or supplementing the Loan Agreement in accordance with Article XIII hereof.

"Surplus Fund" means the Fund of that name created in Section 5.10 hereof.

"Tax Agreement" means (i) with respect to the Series 2026 Bonds, the Tax Exemption Certificate and Agreement among the University, the Borrower, the Issuer, and the Trustee, dated as of the date of issuance of the Series 2026A Bonds, and (ii) with respect to any series of Additional Bonds, which are Tax Exempt Bonds, the Tax Exemption Certificate and Agreement among the University, the Borrower, the Issuer, and the Trustee, dated as of the date of issuance of such series of Additional Bonds.

"Tax Exempt Bonds" means the Series 2026A Bonds and any Additional Bonds the interest on which is intended to be excluded from the gross income of the Owners thereof for federal income tax purposes.

"Trustee" means the trustee and any co-trustee at the time serving as such hereunder. Wilmington Trust, National Association, Minneapolis, Minnesota is the initial Trustee.

"Trust Estate" means any and all property subject to the operation of the granting clauses hereof.

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"Unassigned Rights" means all of the rights of the Issuer to receive reimbursements and payments pursuant to Section 3.07(b), Section 5.02(b)(i)(B), Section 6.08, and Section 10.04 of the Loan Agreement, to be held harmless and indemnified pursuant to Section 8.04 thereof, and to execute and deliver supplements to and amendments of the Loan Agreement pursuant to Section 12.04 thereof.

"Underwriter" means (i) with respect to the Series 2026 Bonds, RBC Capital Markets, LLC, and its successors and assigns, and (ii) with respect to any series of Additional Bonds, the underwriter designated in the Supplemental Indenture for such series of Additional Bonds.

"University" means Western Kentucky University, a public body corporate, and an educational institution and agency of the Commonwealth of Kentucky, together with its successors and assigns.

"Unrestricted Contributions" means contributions to the Borrower that are not restricted in any way that would prevent their application to the payment of debt service on Indebtedness of the Borrower related to the Housing Facilities.

"Valuation Dates" means, collectively, the dates on which the Trustee shall be required to determine the Value of the cash and investments in the Debt Service Reserve Fund, which dates, before a determination that such Value is less than the Debt Service Reserve Requirement for the Bonds (a "Deficiency Determination"), shall be June 30 and December 31 of each year and, after a Deficiency Determination, shall be the last day of each month until the Value of the cash and investments in each Account of the Debt Service Reserve Fund again equals or exceeds the Debt Service Reserve Requirement for the Bonds; provided, however, if any such day is not a Business Day the Trustee shall make such determination as of the immediately preceding Business Day (each, a "Valuation Date").

"Value," with respect to Permitted Investments, means (i) as to investments, the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times), the average of the bid and asked prices for such investment so published on or most recently before such time of determination; (ii) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times, the average bid price at such time of determination for such investment by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service; (iii) with respect to certificates of deposit and bankers' acceptances, the face amount thereof, plus accrued interest; (iv) with respect to guaranteed investment contracts that permit the Borrower to withdraw amounts invested thereunder at any time without penalty, for which repayment obligation the other party thereto has pledged collateral acceptable to the Trustee, the amount available to be withdrawn therefrom; and (v) with respect to any investment not specified above, the value thereof established by prior agreement between the Trustee and the Borrower.

Section 1.02. Rules of Construction. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

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(a) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(b) The term "this Indenture" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

(c) All references in this instrument to designated "Articles," "Sections," "subsections," "paragraphs," "clauses," and other subdivisions are to the designated Articles, Sections, subsections, paragraphs, clauses, and other subdivisions of this instrument.

(d) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.

(e) The words "herein," "hereby," "hereunder," "hereof," "hereinabove," "hereinafter," and other equivalent words and phrases refer to this Indenture and not solely to the particular portion hereof in which any such word is used.

(f) All accounting terms not specifically defined herein shall be construed in accordance with GAAP applied on a Consistent Basis.

(g) All references to times of the day shall, unless otherwise stated, be deemed to be references to Eastern time (daylight or standard, as applicable).

(h) Unless otherwise specified, the word "including" shall mean "including, without limitation," the word "or" shall mean "and/or," and the word "any" shall mean "any and all."

Section 1.03. Table of Contents, Titles, and Headings. The table of contents, the titles of the Articles, and the headings of the Sections of this Indenture are solely for convenience of reference, are not a part of this Indenture, and shall not be deemed to affect the meaning, construction, or effect of any of the provisions hereof.

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ARTICLE II
THE BONDS

Section 2.01. Restriction on Issuance of Bonds. No Bonds may be issued under the provisions hereof except in accordance with this Article. The total principal amount of Series 2026A Bonds that may be issued hereunder is expressly limited to $[ParA], and the total principal amount of Series 2026B Bonds that may be issued hereunder is expressly limited to $[ParB]. The total principal amount of any series of Additional Bonds that may be issued hereunder shall be determined in accordance with Section 2.11 hereof.

Section 2.02. Execution; Special and Limited Obligations.

(a) The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Chair (or other officer of the Issuer so authorized) and shall have impressed or

imprinted thereon the official seal of the Issuer or a facsimile thereof and shall be attested by the manual or facsimile signature of the Secretary of the Issuer. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any official whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the Issuer by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the Issuer, although on the date of the delivery of the Bonds such persons were not so authorized or did not hold such offices.

(b) The Bonds, together with interest thereon, shall be special and limited and not general obligations of the Issuer giving rise to no pecuniary liability of the Issuer, shall be payable solely from the Security, including the revenues and receipts derived from or in connection with the Housing Facilities, including all moneys received under the Loan Agreement, which are required to be set apart and transferred to the Bond Fund and the Redemption Fund, which revenues and receipts (except for the Unassigned Rights) are hereby specifically pledged and assigned to the Trustee for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the Debt Service Payments on the Bonds, except as may be otherwise expressly authorized in this Indenture. No agreements or provisions contained herein nor any agreement, covenant, or undertaking by the Issuer contained in any document executed by the Issuer in connection with the issuance, sale, and delivery of the Bonds shall give rise to any pecuniary liability of the Issuer or a charge against its general credit, or shall obligate the Issuer financially in any way, except with respect to the funds available hereunder and their application as provided herein. No failure of the Issuer to comply with any term, covenant, or agreement herein or in any document executed by the Issuer in connection with this Indenture, the Loan Agreement, or the Bonds, shall subject the Issuer to liability for any claim for damages, costs, or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the funds available hereunder. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant, or agreement herein; provided that no costs, expenses, or other monetary relief shall be recoverable from the Issuer except as may be payable from the funds available hereunder.

(c) The Bonds are special and limited obligations of the Issuer. The principal of and premium, if any, and interest on the Bonds are payable solely out of the Security, including the revenues derived from the Notes delivered to the Issuer and endorsed to the Trustee. None of the Issuer, the Commonwealth, or any political subdivision thereof shall in any event be liable for the payment of the principal of or premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation, or agreement of any kind whatsoever that may be undertaken by the Borrower. Neither the Bonds, the Notes, nor any of the agreements or obligations of the Issuer or the Borrower shall be construed to constitute an indebtedness of the Issuer, the Commonwealth, nor any political subdivision thereof within the meaning of any constitutional or statutory provisions whatsoever, or a pledge of the faith and credit of the Issuer, the Commonwealth, or any political subdivision thereof, nor do they constitute or give rise to a pecuniary liability on, or be a charge against, the general credit or taxing powers, if any, of the Issuer, the Commonwealth, nor any political subdivision thereof. No Person has any right to have the Issuer, the Commonwealth, or any political subdivision thereof levy any taxes or appropriate any funds for the payment of the principal of or

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premium, if any, or interest on the Bonds or the obligations of the Borrower under the Loan Agreement or the Notes.

Section 2.03. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit I attached hereto and duly executed by the Trustee shall be entitled to any right, security, or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture and that the Owner thereof is entitled to the benefits of the trust hereby created. The Trustee's certificate of authentication on any Bond shall be deemed to have been duly executed by it if (a) it is signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Bonds or on all of the Bonds of any series issued hereunder, and (b) the date of registration and authentication of the Bond is inserted in the place provided therefor on the certificate of authentication.

Section 2.04. Form; Denomination; Medium of Payment. The Bonds shall be issuable only as fully registered Bonds without coupons in Authorized Denominations. The Bonds shall be substantially in the form set forth in Exhibit J attached hereto with such variations, insertions, or omissions as are appropriate and not inconsistent therewith and shall conform generally to the rules and regulations of any governmental authority or usage or requirement of law with respect thereto. Debt Service Payments on the Bonds shall be payable in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts.

Section 2.05. Mutilated, Lost, Stolen, or Destroyed Bonds.

(a) If any Bond is mutilated, lost, stolen, or destroyed, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond of like date, number, series, interest rate, maturity, and denomination as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen, or destroyed Bond, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft, or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. If any such Bond shall have matured, shall be about to mature, or shall have been called for redemption, instead of issuing a duplicate Bond, the Issuer may pay the same without surrender thereof, provided that the conditions of this Section shall have been satisfied. The Issuer and the Trustee may charge the Owner of such Bond with their reasonable fees and expenses in connection with actions taken under this Section and may require the Owner of such Bond to pay any shipping charge, insurance premium, tax, fee, or other governmental charge that may be imposed in relation thereto as conditions precedent to the issuance of any replacement Bond(s). The Issuer shall cooperate with the Trustee in connection with the issue of replacement Bonds, but nothing in this Section shall be construed in to be derogation of any rights that the Issuer or the Trustee may have to receive indemnification against liability or payment or reimbursement of expenses in connection with the issue of a replacement Bond.

(b) Every substituted Bond issued pursuant to this Section shall constitute an original, additional contractual obligation of the Issuer, whether or not the Bond alleged to have been mutilated, lost, stolen, or destroyed shall be at any time enforceable by anyone and shall be entitled

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to all the rights and benefits hereof equally and proportionately with any and all other Bonds Outstanding of the same series duly issued hereunder.

(c) All Bonds shall be held and owned upon the express condition that the foregoing provisions are, to the extent permitted by law, exclusive with respect to the replacement or payment of mutilated, lost, stolen, or destroyed Bonds and shall preclude any and all other rights or remedies.

Section 2.06. Cancellation and Destruction of Surrendered Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture upon payment of the principal amount or interest represented thereby, or for replacement pursuant to Section 2.05 hereof, or for transfer or exchange pursuant to Section 2.07 hereof, such Bond shall be promptly canceled and cremated or otherwise destroyed by the Trustee, and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the Issuer, if requested.

Section 2.07. Negotiability; Registration, Transfer, and Exchange.

(a) The Bonds shall be and shall have all the qualities and incidents of negotiable instruments under the laws of the Commonwealth, and the Bondholders, in accepting any of the Bonds, shall be conclusively deemed to have agreed that the Bonds shall be and have all of the qualities and incidents of negotiable instruments.

(b) The Issuer shall cause the Bond Register to be kept by the Trustee which is hereby appointed the Issuer's bond registrar and agent for the transfer and exchange of the Bonds and as such shall maintain the Bond Register. The Trustee, for and on behalf of the Issuer, shall keep the Bond Register in which shall be recorded any and all transfers of ownership of Bonds. No Bonds shall be registered to bearer. The Bond Register shall at all times comply with all requirements of Section 149(a) of the Code and all Regulations from time to time promulgated thereunder as may be applicable to the Bond Register. Any Bond may be transferred upon the Bond Register upon surrender thereof at the Office of the Trustee by the Owner in person or by his, her, or its attorney in fact or legal representative duly authorized in writing together with a written instrument of transfer in form and with guarantee of signature satisfactory to the Trustee duly executed by the Owner or his, her, or its attorney in fact or legal representative duly authorized in writing and upon payment by such Owner of a sum sufficient to cover any governmental tax, fee, or charge required to be paid as provided in this Indenture. Upon any such registration of transfer, the Issuer shall cause to be executed and the Trustee shall authenticate and deliver in the name of the transferee a new fully registered Bond or Bonds of like tenor, in Authorized Denominations and of the same series, maturity or maturities, and interest rate or rates and in the same aggregate principal amount, and the Trustee shall enter the transfer of ownership in the Bond Register. No transfer of any Bond shall be effective until entered on the Bond Register.

(c) Any Bonds, upon surrender thereof at the Office of the Trustee with a written instrument of transfer in form and with guarantee of signature satisfactory to the Trustee, duly executed by the Owner or his, her or its attorney in fact or legal representative duly authorized in writing, may be exchanged, at the option of the Owner thereof, and upon payment by such Owner of a sum sufficient to cover any shipping charge, insurance premium, governmental tax, fee, or charge required to be paid as provided in this Indenture, when not prohibited by law, for an equal

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aggregate principal amount of Bonds of the same series, interest rate, and maturity or maturities and in any other Authorized Denominations and registered in the name of the same Owner. When Bonds are presented for exchange in accordance with this Section, the Issuer shall cause to be executed and the Trustee shall authenticate and deliver Bonds that the Owner making the exchange is entitled to receive, bearing numbers not then outstanding, and the Trustee, as bond registrar, shall enter the exchange in the Bond Register.

(d) Except as provided herein with respect to exchanges for certain temporary Bonds, the cost of printing, lithographing, and engraving of all Bonds shall be deemed to be an Ordinary Expense of the Trustee, and there shall be no charge to any Owner for the registration, exchange, or transfer of Bonds, although in each case the Trustee may require the payment by the Owner requesting exchange or transfer of any tax, fee, or other governmental charge required to be paid with respect thereto and may require that such amount be paid before any such new Bond shall be delivered.

(e) The Issuer and the Trustee may deem and treat the Owner of any Bond as the absolute owner of such Bond for the purpose of receiving any payment on such Bond and for all other purposes hereof and of the Loan Agreement, whether such Bond shall be overdue or not, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. Payment of, or on account of, the Debt Service Payments on any Bond shall be made to or upon the written order of such Owner or his, her or its attorney in fact or legal representative duly authorized in writing. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(f) The execution and attestation by the manual or facsimile signature of the Chair and the Secretary of the Issuer of any Bond of any Authorized Denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond. New Bonds delivered upon any transfer or exchange shall be valid special and limited obligations of the Issuer evidencing the same obligation as the Bonds surrendered, shall be secured by this Indenture, and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds, or portions thereof, surrendered. The Trustee shall not be required to transfer or exchange any Bond (i) after the notice calling such Bond, or portion thereof, for redemption shall have been given as herein provided, or (ii) during the period beginning at the opening of business on the fifteenth day (whether or not a Business Day) immediately preceding either any Interest Payment Date or any date of selection of Bonds to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given.

Section 2.08. Number and Payment Provisions.

(a) The Bonds of each series shall be numbered consecutively from AR-1 or BR-1 upward, as the case may be, or in such other manner as the Issuer, with the concurrence of the Trustee, shall determine. Each Bond shall bear interest from the Interest Payment Date immediately preceding the date of registration and authentication thereof unless it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or unless it is registered and authenticated before the first Regular Record Date, in which event it shall bear interest from its date, or unless, as shown by the records of the Trustee, interest on the Bonds shall be in default, in which event it shall bear interest from the date to which interest shall have been paid in full, or unless

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no interest shall have been paid on the Bonds, in which event it shall bear interest from its date. The Trustee shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the form of certificate of authentication of the Trustee to be printed on each Bond. If interest on the Bonds shall be in default, Bonds issued in exchange for Bonds surrendered for transfer or exchange shall be dated as of the date to which interest has been paid in full on the Bonds surrendered.

(b) Principal of and premium, if any, on the Bonds shall be payable by check or draft to the Owner of each Bond upon presentation and surrender of such Bond when due at the Office of the Trustee. Payment of interest on any Bond shall be made to the person in whose name such Bond is registered at the close of business on the Regular Record Date for such payment and shall be paid by check or draft mailed to such person at his, her or its address as it appears on the Bond Register, irrespective of any transfer or exchange of such Bond after a Regular Record Date and before such Interest Payment Date, by the person in whose name such Bond is registered. At the option of the Owner of Bonds of any series, if such Owner is the owner of not less than $500,000 in aggregate principal amount outstanding of Bonds of such series, interest shall be paid by wire transfer in immediately available funds in accordance with written wire transfer instructions filed with the Trustee before the close of business on the Regular Record Date. Interest shall continue to be paid in accordance with such instructions, until revoked, except for the final payment of interest upon maturity or redemption before maturity which shall be paid only upon presentation of the Bond to the Trustee. Notwithstanding anything to the contrary contained in this subsection, while DTC is the Owner of Bonds, all Debt Service Payments on the Bonds shall be paid to DTC or its nominee by wire transfer.

(c) Defaulted Interest shall cease to be payable to the Owner of Bonds on the relevant Regular Record Date solely by virtue of such Owner having been an Owner of Bonds on such date, and such Defaulted Interest may be paid by the Trustee, at its election in each case, as provided in clause (i) or (ii) below:

(i) The Trustee may elect to make payment of any Defaulted Interest on the Bonds to the persons in whose names such Bonds are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. When the Trustee holds an amount of money equal to the proposed payment of Defaulted Interest, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than fifteen nor less than ten days before the date of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, such expense to be paid solely from amounts held under this Indenture, shall cause notice of the date and amount of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, not less than ten days preceding such Special Record Date, to each Owner at his, her or its address as it appears in the Bond Register at the close of business on the fifth day preceding the date of mailing. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Bonds are registered on such Special Record Date and shall no longer be payable pursuant to clause (ii) below.

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(ii) The Issuer may make payment of any Defaulted Interest on the Bonds in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Bonds may be listed and upon such notice as may be required by such exchange, if, after notice given by the Issuer to the Trustee of the proposed payment pursuant to this subsection, such payment shall be deemed practicable by the Trustee.

Section 2.09. Details of the Bonds. The Series 2026A Bonds in the aggregate principal amount of $[ParA] shall be designated "Kentucky Bond Development Corporation Student Housing Revenue Bonds, City of Plum Springs Series 2026A (Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project)." The Series 2026A Bonds shall be dated their date of issuance and shall mature on [July 1] in the years and in the amounts set forth below, unless earlier called for redemption, shall bear interest at the rates per annum set forth below, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on [January 1], 2027 and semiannually thereafter on [July 1] and [January 1] of each year.

SERIES 2026A BONDS

Year	Amount	Interest Rate

The Series 2026A Bonds shall bear interest on overdue principal and overdue interest at the rate borne by the Series 2026A Bonds.

The Series 2026B Bonds in the aggregate principal amount of $[ParB] shall be designated "Kentucky Bond Development Corporation Student Housing Revenue Bonds, City of Plum Springs Taxable Series 2026B (Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project)." The Series 2026B Bonds shall be dated their date of issuance and shall mature on [July 1] in the years and in the amounts set forth below, unless earlier called for redemption, shall bear interest at the rates per annum set forth below, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on [January 1], 2027, and semiannually thereafter on [July 1] and [January 1] of each year.

SERIES 2026B BONDS

Year	Amount	Interest Rate

The Series 2026B Bonds shall bear interest on overdue principal and overdue interest at the rate borne by the Series 2026B Bonds.

Details of each series of Additional Bonds shall be established in a Supplemental Indenture in accordance with Section 2.11 and [__] hereof.

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Section 2.10. Delivery of the Bonds.

(a) Series 2026 Bonds

(i) Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate, (i) the Series 2026A Bonds, in the aggregate principal amount of $[ParA], and (ii) the Series 2026B Bonds, in the aggregate principal amount of $[ParB], and following the authentication thereof by the Trustee, the Trustee shall deliver the Series 2026 Bonds to the Persons designated by the Underwriter.

(ii) Before the registration and authentication by the Trustee of any of the Series 2026 Bonds, there shall be filed with the Trustee:

(1) a closing certificate of the Issuer incorporating copies of the Bond Resolution;

(2) a closing certificate of the Borrower incorporating a copy of the Borrower's Articles of Organization and Operating Agreement and a copy of the resolution of the Board of Directors of the Foundation authorizing and approving the execution and delivery of the Borrower Documents, and all other documents to be delivered by the Borrower in connection with the transactions contemplated by such instruments;

(3) fully executed originals or counterparts of each of the Financing Documents;

(4) the title insurance policy or commitment required by Section 3.05 of the Loan Agreement;

(5) a plat or survey of the site or sites of Legacy Housing Facilities and, to the extent not coterminous with the Legacy Housing Facilities, the Series 2026 Improvements, made by a registered civil engineer or surveyor and acceptable to the Underwriter;

(6) a request and authorization from the Issuer to the Trustee to authenticate and deliver the Series 2026 Bonds to such person or persons named therein upon payment to the Trustee for the account of the Issuer of the specified purchase price therefor;

(7) a certificate of the Insurance Consultant to the effect that all insurance policies required by Section 4.01 and Section 6.04 of the Loan Agreement and Section [20] of the Ground Lease to be in effect on the date of delivery of the Series 2026 Bonds are in effect and that such policies of insurance meet the requirements of Section 4.01, Section 6.04, Section 6.05, and Section 6.06 of the Loan Agreement and Section [20] of the Ground Lease;

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(8) opinions dated as of the date of the closing of (A) counsel for the Issuer, (B) Bond Counsel, (C) counsel for the Borrower and the Foundation, (D) counsel for the University, and (E) counsel for the Developer and Manager, in form and substance satisfactory to the Underwriter and the Trustee; and

(9) such other documents, certificates, and instruments in connection with the transactions contemplated by this Indenture, in form and substance satisfactory to the Underwriter as it may reasonably request.

(iii) Upon receipt of the foregoing and of the purchase price for the Series 2026 Bonds, the Trustee shall register, authenticate, and deliver the Series 2026 Bonds to or upon the order of the Underwriter.

(b) Additional Bonds.

(i) Upon the execution and delivery of a Supplemental Indenture, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate, the applicable series of Additional Bonds in the aggregate principal amount or amounts established in such Supplemental Indenture, and following the authentication thereof by the Trustee, the Trustee shall deliver such series of Additional Bonds to the Persons designated by the Underwriter for such series of Additional Bonds.

(ii) Before the registration and authentication by the Trustee of any series of Additional Bonds, there shall be filed with the Trustee:

(1) a closing certificate of the Issuer incorporating copies of the Bond Resolution authorizing such series of Additional Bonds;

(2) a closing certificate of the Borrower incorporating a copy of the Borrower's then current Articles of Organization and Operating Agreement and a copy of the resolution of the Board of Directors of the Foundation authorizing and approving the execution and delivery of the Borrower Documents applicable to such series of Additional Bonds, and all other documents to be delivered by the Borrower in connection with the transactions contemplated by such instruments;

(3) fully executed originals or counterparts of each of the Financing Documents applicable to such series of Additional Bonds;

(4) any title insurance policy or commitment required by Section 3.05 of the Loan Agreement;

(5) any plat or survey of the Additional Housing Facility made by a registered civil engineer or surveyor and acceptable to the Underwriter;

(6) a request and authorization from the Issuer to the Trustee to authenticate and deliver such series of Additional Bonds to such person or persons

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named therein upon payment to the Trustee for the account of the Issuer of the specified purchase price therefor;

(7) a certificate of the Insurance Consultant to the effect that all insurance policies required by Section 4.01 and Section 6.04 of the Loan Agreement and Section [20] of the Ground Lease to be in effect on the date of delivery of the Series 2026 Bonds are in effect and that such policies of insurance meet the requirements of Section 4.01, Section 6.04, Section 6.05, and Section 6.06 of the Loan Agreement and Section [20] of the Ground Lease;

(8) opinions dated as of the date of the closing of (A) counsel for the Issuer, (B) Bond Counsel, (C) counsel for the Borrower and the Foundation, (D) counsel for the University, and (E) counsel for the Developer and Manager, in form and substance satisfactory to the Underwriter and the Trustee;

(9) such other documents, certificates, and instruments in connection with the transactions contemplated by this Indenture, in form and substance satisfactory to the Underwriter for such series of Additional Bonds as it may reasonably request; and

(10) any other requirements contained within the Supplemental Indenture authorizing such series of Additional Bonds.

(iii) Upon receipt of the foregoing and of the purchase price for series of Additional Bonds, the Trustee shall register, authenticate, and deliver such series of Additional Bonds to or upon the order of the Underwriter for such series of Additional Bonds.

Section 2.11. Additional Bonds.

(a) General. If no Event of Default has occurred and is continuing hereunder and no event of default has occurred and is continuing under the Borrower Documents (or, in either case, if no such Event of Default or event of default would continue to occur upon the issuance of a series of Additional Bonds), the Issuer may issue one or more series of Additional Bonds hereunder upon satisfaction of the following conditions:

(i) Completion Bonds. The Issuer may issue Additional Bonds from time to time to complete the development, acquisition, construction, equipping, installation, and renovation of one or more Projects for which Bonds have previously been issued by the Issuer in accordance with this Indenture provided the Borrower delivers to the Issuer and the Trustee an Officer's Certificate certifying that the amount of such Additional Bonds does not exceed the amount necessary to provide a completed and equipped Housing Facility of the type and scope contemplated at the time that such prior Bonds were originally authorized and issued and that such prior Bonds were estimated when issued to be sufficient to provide such completed and equipped Housing Facility.

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(ii) Project Bonds. The Issuer may issue Additional Bonds from time to time to finance the costs of the development, acquisition, construction, equipping, installation, and renovation of one or more Additional Projects if the Borrower delivers to the Issuer and the Trustee an Officer's Certificate demonstrating that the Borrower has obtained a report of a Financial Consultant evidencing (i) the Fixed Charges Coverage Ratio for the Borrower's most recent Annual Period before the incurrence of such series of Additional Bonds was at least [1.20] and (ii) the projected Fixed Charges Coverage Ratio of the Borrower for the first two full Annual Periods immediately following completion of the Additional Project to be financed with the proceeds of the series of Additional Bonds would be at least [1.20] (including the proposed series of Additional Bonds).

In lieu of the requirements in the preceding paragraph, the report of the Financial Consultant supporting the issuance of a series of Additional Bonds may evidence that the projected Fixed Charges Coverage Ratio of the Borrower for the first three full Annual Periods immediately succeeding completion of such Additional Housing Facilities would be at least [1.20] (including the proposed Additional Bonds and the then outstanding Indebtedness of the Borrower).

(iii) Refunding Bonds. The Issuer may issue Additional Bonds from time to time to finance the costs of refunding or defeasing any one or more Outstanding Bonds in advance of Maturity if the Borrower delivers to the Issuer and the Trustee an Officer's Certificate demonstrating that the Maximum Annual Debt Service of the Additional Bonds to be issued for purposes of such refunding or defeasance will not exceed [115]% of the Maximum Annual Debt Service of the Outstanding Bonds to be refunded or defeased, determined immediately before such refunding or defeasance.

(b) Authorization. Such Additional Bonds shall be issued in such series and principal amounts, shall be dated, shall bear interest at such rate or rates, shall be subject to redemption at such times and prices and shall mature in such years as provided by the Supplemental Indenture to be entered into by and between the Issuer and the Trustee as set forth herein, including, Section 12.01 hereof.

(c) Security. Such Additional Bonds shall be issued on a parity with the Series 2026 Bonds and any Additional Bonds theretofore or thereafter issued, shall be secured by the lien and security interests granted by the Leasehold Mortgage and the Security Agreement, equally and ratably with the Series 2026 Bonds and any Additional Bonds theretofore or thereafter issued, and shall be payable from the Bond Fund and the Redemption Fund. An amount equal to the Additional Bonds Debt Service Reserve Requirement for such series of Additional Bonds (or an increase in the aggregate Debt Service Reserve Requirement, if any, in the case of Refunding Bonds) shall be deposited into a separate Account of the Debt Service Reserve Fund.

(d) Rating Requirement. Except for the authorization and issuance of Refunding Bonds, no series of Additional Bonds shall be issued pursuant to this Indenture unless and until there shall have been furnished to the Trustee written confirmation from each Rating

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Agency then rating the Outstanding Bonds that after the issuance of such series of Additional Bonds, the existing rating or ratings on any series of the then Outstanding Bonds will not be lowered, suspended, or withdrawn.

Section 2.12. Book Entry System.

(a) The Bonds shall be issued by means of a book entry system with no physical distribution of Bonds made to the public. One Bond for each maturity within a series shall be issued to and registered in the name of Cede & Co., as nominee of DTC, and immobilized in its custody. A book entry system shall be employed, evidencing ownership of the Bonds in Authorized Denominations, with transfers of beneficial ownership effected on the records of DTC and DTC Participants pursuant to rules and procedures established by DTC.

(b) Each DTC Participant will be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by and through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners will not receive Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner will be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners.

(c) So long as Cede & Co, as nominee for DTC, is the Registered Owner of the Bonds, the Trustee shall treat Cede & Co. as the only Owner of the Bonds for all purposes under this Indenture, including receipt of all Debt Service Payments on the Bonds, receipt of notices, voting and requesting or directing the Trustee to take or not to take, or consenting to, certain actions under this Indenture.

(d) Debt Service Payments with respect to the Bonds, so long as DTC is the only Owner of the Bonds, shall be paid by the Trustee directly to DTC or its nominee, Cede & Co., as provided in the Blanket Letter of Representations from the Issuer to DTC. DTC will remit such payments to DTC Participants, and such payments thereafter will be paid by DTC Participants to the Beneficial Owners. The Issuer and the Trustee shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising, or reviewing records maintained by DTC or DTC Participants.

(e) If (i) DTC shall determine not to continue to act as securities depository for the Bonds, or (ii) the Issuer shall determine that the continuation of the book entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the Issuer or the Beneficial Owners of the Bonds, the Issuer shall discontinue the book entry system with DTC. If the Issuer shall fail to identify another qualified securities depository to replace DTC, the Issuer shall cause the Trustee to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

(f) The Issuer, the Borrower, the Underwriter, and the Trustee do not have any responsibility or obligations to any DTC participant or any Beneficial Owner with respect to (i) the Bonds, (ii) the accuracy of any records maintained by DTC or any DTC Participant, (iii) the payment

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of DTC or any DTC Participant of any amount due to any Beneficial Owner with respect to the Debt Service Payments on the Bonds, (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of this Indenture to be given to Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds, or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as Owner.

(g) If a book entry system of evidence and transfer of ownership of the Bonds shall be discontinued pursuant to the provisions of this Section, the Bonds of each series shall be delivered solely as fully registered Bonds without coupons in Authorized Denominations, shall be lettered "R" and numbered separately from "1" upward, and shall be payable, executed, authenticated, registered, exchanged and canceled pursuant to the provisions of this Article II. In addition, the Issuer will cause the Borrower to pay all costs and fees associated with the printing of the Bonds and issuance of the same in certificated form.

ARTICLE III
REDEMPTION OF BONDS

Section 3.01. Redemption Dates and Prices. The Bonds shall be subject to redemption, and, in certain instances, to purchase, before maturity in the amounts, at the times and in the manner provided in this Article. Payments of the Redemption Price of any Bond shall be made only upon the surrender to the Trustee or its agent, as directed, of any Bond so redeemed or purchased.

Section 3.02. Optional Redemption.

(a) The Series 2026A Bonds maturing on and after [July 1], 20[__], shall be subject to redemption before maturity at the option of the Issuer, upon the written request of the Borrower, on [July 1], 20[__] or any date thereafter, in whole or in part, at a Redemption Price equal to 100% of the principal amount of Series 2026A Bonds to be redeemed, plus interest accrued thereon to the redemption date.

(b) The Series 2026B Bonds are not subject to optional redemption before maturity.

(c) The optional redemption requirements of any series of Additional Bonds shall be provided in the Supplemental Indenture authorizing such series of Additional Bonds.

Section 3.03. Mandatory Sinking Fund Redemption.

(a) The Series 2026A Bonds maturing on [July 1], 20[__], shall be subject to mandatory sinking fund redemption before maturity, in part, at a Redemption Price equal to 100% of the principal amount of Series 2026A Bonds to be redeemed, plus interest accrued thereon to the redemption date, on the dates and in the principal amounts set forth below:

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SERIES 2026A BONDS MATURING ON [JULY 1], 20[__]

Date	Principal Amount
[July 1], 20[__]	$[____]
[July 1], 20[__]	$[____]
[July 1], 20[__]*	$[____]

* Final Maturity

(b) The Series 2026B Bonds maturing on [July 1], 20[__] shall be subject to mandatory sinking fund redemption before maturity, in part, at a Redemption Price equal to 100% of the principal amount of Series 2026B Bonds to be redeemed, plus interest accrued thereon to the redemption date, on the dates and in the principal amounts set forth below:

SERIES 2026B BONDS MATURING ON [JULY 1], 20[__]

Date	Principal Amount
[July 1], 20[__]	$[____]
[July 1], 20[__]	$[____]
[July 1], 20[__]*	$[____]

* Final Maturity

(c) On or before the forty-fifth day immediately preceding any [July 1] on which Series 2026 Bonds are to be retired pursuant to the applicable Sinking Fund Requirement, the Borrower may (i) deliver to the Trustee for cancellation Series 2026 Bonds or portions thereof in any aggregate principal amount desired, or (ii) receive a credit with respect to the Sinking Fund Requirement for any Series 2026 Bonds that have been purchased or redeemed (other than through mandatory sinking fund redemption) and cancelled by the Trustee before such date and not theretofore applied as a credit against such Sinking Fund Requirement. Each such Series 2026 Bond or portion thereof so delivered or previously purchased or redeemed and cancelled by the Trustee shall be credited by the Trustee at 100% of the principal amount thereof against future Sinking Fund Requirements for the Series 2026 Bonds of the same series, in such order as may be selected by the Borrower pursuant to Section 3.06 hereof, and the principal amount of the Series 2026 Bonds shall be accordingly reduced.

(d) The Sinking Fund Requirements of any series of Additional Bonds shall be provided in the Supplemental Indenture authorizing such series of Additional Bonds.

Section 3.04. Extraordinary Optional Redemption.

(a) The Series 2026 Bonds shall also be subject to redemption at the option of the Issuer upon the written request of the Borrower, in full if:

(i) all or a portion of the Housing Facilities shall have been destroyed or damaged to such an extent that in the opinion of the Borrower and the University expressed in a certificate filed with the Issuer and the Trustee (A) they cannot reasonably be restored within a period of twelve months to the condition thereof immediately preceding such destruction or damage, (B) the Borrower will thereby be prevented from carrying on its normal operations thereat for a period of twelve consecutive months, or (C) the cost of

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restoration or replacement would exceed the Net Proceeds of insurance payable in respect of such destruction or damage; or

(ii) title to, or the temporary use of, a substantial portion of the Housing Facilities shall have been taken under the exercise of the power of eminent domain by any governmental authority or person, firm, or corporation acting under governmental authority to such an extent that in the opinion of the Borrower and the University expressed in a certificate filed with the Issuer and the Trustee (A) it cannot be reasonably restored or replaced within a period of twelve months to substantially the condition thereof immediately preceding such taking, (B) the Borrower will thereby be prevented from carrying on its normal operations thereat for a period of twelve consecutive months, or (C) the cost of restoration or replacement would exceed the total amount of compensation for such taking.

(b) The Series 2026 Bonds shall also be subject to redemption at the option of the Issuer upon the written request of the Borrower, in part upon partial condemnation or destruction of, or partial damage to, the Housing Facilities from the Net Proceeds received by the Borrower as a result of such taking, destruction, or damage to the extent such Net Proceeds are not used for the restoration of the Housing Facilities or for the acquisition of substitute property suitable for the Borrower's operations of the Housing Facilities as such operations were conducted before such taking, damage, or destruction if the Borrower furnishes to the Trustee and the Issuer (i) a certificate of the Borrower and the University stating (A) that the property forming a part of the Housing Facilities that was taken, damaged, or destroyed is not essential to the Borrower's use or occupancy of the Housing Facilities at substantially the same revenue producing level before such taking, destruction, or damage, (B) that the Housing Facilities have been restored to a condition substantially equivalent to its condition before the taking, damage, or destruction, or (C) that the Borrower has acquired improvements that are substantially equivalent to the property forming a part of the Housing Facilities that was taken, destroyed, or damaged, or (ii) a written report of a Financial Consultant filed with the Trustee that the Fixed Charges Coverage Ratio for each of the two Annual Periods following the Annual Period following such taking, destruction, or damage will not be less than the lesser of (A) [1.20], and (B) the average Fixed Charges Coverage Ratio for the two most recent Annual Periods before such taking, destruction, or damage for which Audit Reports are available.

(c) If the Series 2026 Bonds are called for redemption upon the occurrence of any of the events described in subsections (a) or (b) above, the Series 2026 Bonds may be redeemed on any date for which the requisite notice of redemption can be given within 180 days of such event at a Redemption Price equal to 100% of the principal amount thereof plus interest accrued to the redemption date, plus any unamortized premium through the first optional redemption date (on a straight-line basis) on such Series 2026 Bonds to be redeemed. In the event of a redemption in part, the Trustee shall redeem the maximum amount of Series 2026 Bonds that may be redeemed in accordance with the provisions of subsection (b) above, and any excess moneys shall remain in the Redemption Fund.

(d) Any extraordinary optional redemption requirements of any series of Additional Bonds shall be provided in the Supplemental Indenture authorizing such series of Additional Bonds.

Section 3.05. Other Redemptions at Par.

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(a) The Series 2026 Bonds shall also be subject to redemption before maturity, in whole or in part, at any time and as expeditiously as reasonably possible, upon the deposit of moneys in the Redemption Fund required by the Loan Agreement (as set forth below), in a principal amount equal to such deposit and at a Redemption Price equal to 100% of such principal amount to be redeemed, plus interest accrued thereon to the redemption date:

(i) any Net Proceeds of title insurance on the Housing Facilities paid to the Trustee pursuant to the provisions of Section 3.05 of the Loan Agreement; or

(ii) any Net Proceeds of insurance received by the Borrower as a result of destruction of or damage to the Housing Facilities transferred to the Redemption Fund pursuant to the provisions of Section 7.01 of the Loan Agreement; or

(iii) any Net Proceeds received by the Borrower as a result of the taking of the Housing Facilities or any part thereof under the exercise of the power of eminent domain transferred to the Redemption Fund pursuant to the provisions of Section 7.02 of the Loan Agreement.

(b) In all instances where the Trustee is directed by the terms of this Section to redeem Series 2026 Bonds from moneys deposited into the Redemption Fund, the Trustee shall redeem the maximum number of Series 2026 Bonds that may be redeemed in accordance with the provisions of subsection (a) hereof, and any excess moneys shall remain in the Redemption Fund.

(c) Additional redemption requirements of any series of Additional Bonds shall be provided in the Supplemental Indenture authorizing such series of Additional Bonds.

Section 3.06. Selection of Bonds to Be Redeemed.

(a) If less than all of the Bonds of any series or any maturity within a series are to be called for redemption, the Trustee shall select, in such manner as the Trustee in its sole discretion may determine, the Bonds of such series and maturity to be redeemed. Notwithstanding the foregoing, if less than all of the Bonds of any series and maturity are called for redemption (other than through mandatory sinking fund redemption), the Borrower shall have the right to designate the series and the maturity of such Bonds to be called for redemption and to designate the Sinking Fund Requirement to which such redemption shall be credited.

(b) If a Bond is equal to an even multiple of an Authorized Denomination, a portion of such Bond may be redeemed, but such Bond shall be redeemed in part only in an amount equal to an even multiple of the Authorized Denomination for such series of Bonds and only if the unredeemed portion thereof is an Authorized Denomination for such series of Bonds.

(c) So long as all of a series of Bonds shall be maintained under a book entry system with DTC or any other Securities Depository in accordance herewith: (i) if fewer than all of a series of Bonds of any maturity shall be called for redemption, DTC, or such other Securities Depository, and not the Trustee, shall select the particular accounts from which such series of Bonds or portions thereof shall be redeemed in accordance with DTC's or such other Securities Depository's standard procedures for redemption of obligations such as the Bonds; and (ii) if part, but not all, of a Bond

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shall be called for redemption, the Owner of such Bond may elect not to surrender such Bond in exchange for a new Bond of the same series in accordance with the provisions hereof and of such Bond and, in such event, shall make a notation indicating the principal amount of such redemption and the date thereof on the Payment Grid attached to such Bond. For all purposes, the principal amount of each Bond outstanding at any time shall be equal to the lesser of the principal sum shown on the face thereof and such principal sum reduced by the principal amount of any partial redemption thereof following which the Owner thereof shall have elected not to surrender such Bond in accordance with the provisions hereof and of such Bond. The failure of the Owner of a Bond to note the principal amount of any partial redemption on the Payment Grid attached thereto, or any inaccuracy therein, shall not affect the payment obligation of the Issuer hereunder or under such Bond. Therefore, it cannot be determined from the face of a Bond whether a part of the principal thereof shall have been paid.

Section 3.07. Election to Redeem and Notice to Trustee; Redemption Notice.

(a) In case of any redemption pursuant to Section 3.02, Section 3.04, or Section 3.05 hereof, the Borrower shall, at least twenty days before the date that notice of redemption is required to be given by the Trustee (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee in writing of such redemption date and of the principal amount of Bonds to be redeemed.

(b) If any Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed shall be given by the Trustee by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than thirty nor more than sixty days before the date fixed for redemption to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Bond Register at the close of business on the day preceding the date of mailing; provided, however, that failure to give such notice by mailing to any Owner of Bonds, or any defect therein, shall not affect the validity of any proceedings for the redemption of any other Bonds for which notice shall have been properly given. Each notice shall specify the CUSIP numbers of the Bonds being called; the numbers of the Bonds being called, if less than all of the Bonds are being called; the redemption date; the Redemption Price; and the place or places where amounts due upon such redemption will be payable. Such notice shall further state that payment of the applicable Redemption Price will be made upon presentation and surrender of the Bonds to be redeemed and that on the redemption date, the Redemption Price will become due and payable upon each Bond to be redeemed and that interest thereon will cease to accrue on and after such date, provided collected funds for the redemption of the Bonds to be redeemed are on deposit with the Trustee at the place of, and the time for, payment at that time. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner of such Bonds actually receives such notice.

(c) Any notice of redemption may, at the direction of the Issuer upon the written request of the Borrower, state that the redemption to be effected is conditioned upon the receipt by the Trustee on or before the redemption date of sufficient and legally available funds to pay the Redemption Price of the Bonds to be redeemed and that if such funds are not so received or are not so legally available such notice shall be of no force or effect and such Bonds shall not be required to be redeemed. If such notice contains such a condition and sufficient funds to pay the Redemption Price of such Bonds shall not be received by the Trustee on or before the redemption date, the redemption

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shall not be made and the Trustee shall, within a reasonable time thereafter, give notice, in the manner in which the notice of redemption shall have been given, that such funds were not so received.

Section 3.08. Effect of Calling for Redemption.

(a) On or before the date fixed for redemption of Bonds, moneys or Defeasance Obligations shall be deposited with the Trustee sufficient to pay the Redemption Price of the Bonds or portions thereof called for redemption.

(b) On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price provided therefor. On such date, if moneys or Defeasance Obligations, or a combination of both, sufficient to pay the Redemption Price of the Bonds or portions thereof to be redeemed, are held by the Trustee in trust for the Owners of Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue; such Bonds or portions thereof shall cease to be entitled to any benefits or security under this Indenture or to be deemed Outstanding; and the Owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the Redemption Price thereof. Bonds and portions of Bonds for which irrevocable instructions to pay on one or more specified dates or to call for redemption at a redemption date have been given to the Trustee in form satisfactory to it shall not thereafter be deemed to be Outstanding under this Indenture and shall cease to be entitled to the security of or any rights under this Indenture, other than rights to receive payment of the Redemption Price thereof, to be given notice of redemption in the manner provided in Section 3.07 hereof, and, to the extent hereinafter provided, to receive Bonds for any unredeemed portions of Bonds, if money or Defeasance Obligations, or a combination of both, sufficient to pay the Redemption Price of such Bonds or portions thereof are held by the Trustee in trust for the Owners of such Bonds.

Section 3.09. Redemption of a Portion of a Bond. If a portion of an Outstanding Bond shall be selected for redemption, the Owner thereof or his, her, or its attorney or legal representative shall present and surrender such Bond to the Trustee for payment of the Redemption Price of such principal amount, and the Issuer shall cause to be executed and the Trustee shall authenticate and deliver to or upon the order of such Owner or his, her, or its legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of the same series, form, and maturity and of any Authorized Denominations; provided, however, that if the Owner is a Securities Depository Nominee, the Securities Depository, in its discretion, (a) may surrender such Bond to the Trustee and request that the Issuer cause to be executed and the Trustee authenticate and deliver a new Bond for the unredeemed portion of the principal amount of the Bond so surrendered, or (b) shall make an appropriate notation on such Bond indicating the dates and amounts of such reduction in principal.

Section 3.10. Cancellation. Bonds redeemed, presented and surrendered in accordance with the terms hereof shall be cancelled on the surrender thereof.

Section 3.11. Use of Defeasance Obligations to Redeem Bonds. For purposes of this Article, Defeasance Obligations shall be deemed sufficient to pay or redeem Bonds on a specified

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date if the principal of and the interest on such Defeasance Obligations, when due, are sufficient, in the opinion of an Accountant, to pay the Redemption Price of such Bonds on such date.

ARTICLE IV
GENERAL COVENANTS

Section 4.01. Special and Limited Obligations; No Recourse to the Issuer.

(a) Notwithstanding any provision of this Indenture, the Loan Agreement or the Bonds to the contrary:

(i) The Bonds are special and limited obligations of the Issuer, payable solely from and secured by the Trust Estate, including the revenues and income pledged for the payment thereof pursuant to this Indenture and the Loan Agreement. The Bonds are not and never shall become general obligations of the Issuer.

(ii) Neither the Issuer, the Commonwealth, nor any of its political subdivisions shall be directly, indirectly, contingently or morally obligated to use any other moneys or assets to pay all or any portion of the debt service due on the Bonds, to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.

(iii) The Commonwealth shall not in any event be liable for the performance of any pledge, obligation, or agreement of any kind whatsoever that may be undertaken or made by the Issuer or the Borrower. The Issuer shall not in any event be liable for the performance of any pledge, obligation, or agreement of any kind whatsoever undertaken or made by the Borrower.

(iv) The Bonds are not a pledge of the faith and credit of the Issuer, the Commonwealth, or any of its political subdivisions nor do they constitute indebtedness within the meaning of any constitutional or statutory debt limitation. Neither the Bonds, the Loan Agreement, nor any of the agreements or obligations of the Issuer or the Borrower shall be construed to (A) constitute an indebtedness or obligation, general, moral or otherwise, of the Commonwealth or the Issuer within the meaning of any constitutional or statutory provisions, or (B) give rise to any pecuniary liability on, or be a charge against, the general credit or taxing powers of the Commonwealth or the Issuer.

(v) The Issuer shall not be liable for payment of the principal of or premium, if any, or interest on the Bonds or any other costs, expenses, losses, damages, claims, or actions of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Indenture, the Bonds, or any other documents, except only to the extent amounts are received for bond payments or loan payments from the Borrower under this Indenture or the Loan Agreement.

(vi) It is hereby understood and agreed that all of the representations and warranties of the Issuer contained in this Indenture and Loan Agreement are subject to the limitations set forth in this Section and are not intended to and do not create a general obligation of the Issuer.

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(b) Notwithstanding any provision of this Indenture, the Loan Agreement or the Bonds to the contrary, the Issuer shall be entitled to refrain from taking any action otherwise required of it under this Indenture, the Tax Agreement, or the Loan Agreement unless and until the Borrower shall have caused adequate provision for the payment of any and all reasonable costs and expenses, outlays, and counsel fees and other disbursements, and against all liability, to be provided for the account of the Issuer in advance of taking such action. Notwithstanding any provision of this Indenture, the Loan Agreement, or the Bonds to the contrary, the Issuer may consult with independent counsel, chosen by it with reasonable care, and shall not be liable for action taken or not taken in good faith in reliance upon the written advice or opinion of such counsel.

(c) Notwithstanding any provision of this Indenture, the Loan Agreement, or the Bonds to the contrary:

(i) No Person executing Issuer Deliverable is liable personally on or with respect to such Issuer Deliverable or otherwise subject to any personal liability or accountability by reason thereof.

(ii) No recourse shall be had for the payment of the principal of or premium, if any, or interest on the Bonds or for any claim based thereon or any certification, obligation, covenant, or agreement in any Issuer Deliverable against any past, present or future member, officer, agent, attorney, employee, director, trustee, or other official of the Issuer or any incorporator, member, officer, agent, attorney, employee, director, trustee, other official or independent contractor of any successor corporation of the Issuer or any Person executing the Bonds, or any other Issuer Deliverable.

(iii) No covenant, stipulation, promise, certification, agreement, or obligation contained in the Bonds, this Indenture, the Loan Agreement, or any other Issuer Deliverable executed in connection therewith shall be deemed to be the covenant, stipulation, promise, agreement, or obligation of any present or future member, director, trustee, officer, agent, attorney, employee, or other official of the Issuer in his or her individual capacity, and neither any official of the Issuer, nor any officers executing the Bonds, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds unless such claim is based upon the willful dishonesty of or intentional violation of law by such Person.

(d) By their purchase of each Bond, each Bondholder shall be deemed to have acknowledged and agreed to the provisions of this Section and that the Issuer has no taxing power.

Section 4.02. Performance of Covenants; Authority of the Issuer.

(a) The Issuer covenants that it shall faithfully perform on its part at all times any and all covenants, undertakings, stipulations, and provisions contained in this Indenture, in any and every Bond executed, authenticated, and delivered hereunder, and in all proceedings pertaining thereto; provided, however, that the liability of the Issuer under any such covenant, undertaking, stipulation, or provision for any breach or default by the Issuer thereunder shall be limited solely to the Security and to the revenues and receipts derived from the payments under the Notes and the Loan Agreement. The Issuer covenants that it is duly authorized under the Constitution and laws of the

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Commonwealth, including, particularly, the Act, to issue Bonds authorized hereby and to execute this Indenture, to convey the Trust Estate to the Trustee, and to pledge the receipts, revenues, and collateral hereby pledged in the manner and to the extent herein set forth, that all action required on its part for the issuance of the Series 2026 Bonds and the execution and delivery hereof have been duly and effectively taken (or if Additional Bonds are issued as authorized herein, will be duly taken as provided herein), and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the Issuer according to the terms thereof except as the enforceability thereof may limited by bankruptcy laws and other laws similarly affecting creditors' rights generally and by usual equity principles.

(b) The Issuer represents that it is duly authorized under the Constitution and laws of the Commonwealth, including, particularly, the Act and the Bond Resolution, to issue the Bonds and to execute this Indenture, to execute and deliver the Loan Agreement, to grant the security interest provided herein, to assign and pledge the Loan Agreement and amounts payable thereunder, and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the Owners are and will be valid and enforceable obligations of the Issuer according to the terms thereof and hereof.

(c) The Issuer shall fully cooperate with the Trustee and with the Owners of the Bonds to the end of fully protecting the rights and security of the Owners of any Bonds.

(d) Except to the extent otherwise provided in this Indenture, the Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Owners of the Bonds may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be reasonably required to carry out the purposes of this Indenture.

Section 4.03. Instruments of Further Assurance. The Issuer agrees that the Trustee may defend its rights to the payments and other amounts due under the Issuer Documents for the benefit of the Bondholders, against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered such indentures supplemental hereto and such further acts, instruments, and transfers as the Trustee may (but is not required to) reasonably require for the better assuring, transferring, conveying, pledging, assigning, and confirming unto the Trustee the Trust Estate. Any and all property hereafter acquired that is of the kind or nature provided herein to be and become subject to the lien and security interest hereof shall, without any further conveyance, assignment, or act on the part of the Issuer or the Trustee, be and become subject to the lien and security interest hereof as fully and completely as though specifically described herein, but nothing in this sentence contained shall be deemed to modify or change the obligations of the Issuer under this Section. The Issuer covenants and agrees that, except as herein and in the Loan Agreement provided, it has not and will not sell, convey, assign, pledge, mortgage, encumber, grant a security interest in, or otherwise dispose of, or create or suffer to be created any lien, encumbrance, security interest, or charge upon, any part of the Trust Estate or of its rights under any of the Issuer Documents, or enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired.

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Section 4.04. Rights under Certain Documents.

(a) The Financing Documents, duly executed originals or counterparts of which have been filed with the Trustee, set forth the covenants and obligations of the Issuer and the Borrower, including provisions that after the initial issuance of each series of Bonds and before their payment in full or provision for payment thereof in accordance with the provisions hereof, the Financing Documents may not be effectively amended, changed, modified, altered, or terminated other than as provided herein, and reference is hereby made to the Financing Documents for a detailed statement of such covenants and obligations of the Issuer and the Borrower thereunder. The Trustee may enforce all rights of the Issuer, except the Unassigned Rights, and all obligations of the Borrower under and pursuant to the Financing Documents for and on behalf of the Bondholders, whether or not an Event of Default has occurred hereunder.

(b) So long as any of the Bonds shall remain Outstanding and for such longer period when required by the Loan Agreement, the Issuer shall faithfully and punctually perform and observe all obligations and undertakings on its part to be performed and observed under the Issuer Documents. The Issuer covenants to maintain, at all times, the validity and effectiveness of the Financing Documents to which it is a party or in respect of which it is a beneficiary and (except as expressly permitted by the Loan Agreement) shall not take any action, shall not permit any action to be taken by others under its control, and shall not omit to take any action or permit others under its control to omit to take any action, which action or omission might release the Borrower from its liabilities or obligations thereunder or result in the surrender, termination, amendment, or modification thereof or impair the validity thereof.

(c) The Issuer covenants to enforce, at the request of the Trustee, all covenants, undertakings, and obligations of the Borrower under the Borrower Documents to which it is a party or in respect of which it is a beneficiary, and the Issuer hereby authorizes and directs the Trustee to enforce any and all of the Issuer's rights thereunder on behalf of the Issuer and the Owners of the Bonds.

(d) The Trustee shall retain possession of executed originals or counterparts of the Financing Documents to which the Issuer is a party or in respect of which it is a beneficiary, and shall release the same only in accordance with the provisions thereof. The Financing Documents to which the Issuer is a party or in respect of which it is a beneficiary shall be available for inspection at reasonable times and under reasonable conditions by the Issuer, the Borrower, and any Owner of any Bond.

(e) The Issuer agrees that the Trustee may defend the Issuer's rights to the payments and other amounts due under the Loan Agreement, for the benefit of the Owners of the Bonds, against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning, and confirming to the Trustee all and singular the rights assigned hereby and the amounts pledged hereby to the payment of the principal of and premium, if any, and interest on, the Bonds. The Issuer covenants and agrees that, except as herein and in the Loan Agreement provided, it will not sell, convey, assign, pledge, encumber, or otherwise dispose of any part of the Trust Estate.

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Section 4.05. Designation of Additional Paying Agents and Co-Bond Registrar. The Issuer may, and upon the written request of the Borrower and payment of any expenses incurred in connection therewith pursuant to Section 5.02 of the Loan Agreement, shall cause the necessary arrangements to be made through the Trustee for the designation of additional paying agents as specified by the Borrower for the making available of funds for the payment of such of the Bonds as shall be presented when due at the principal office of such additional paying agents. The Trustee may designate a co-bond registrar that may perform the duties of bond registrar on behalf of the Trustee, and all references herein to bond registrar shall include any such co-bond registrar.

Section 4.06. Issuer's Disclosure Instructions to Trustee. The Trustee shall have no responsibility whatsoever with respect to any disclosure to Bondholders or any public disclosure of any event or circumstance occurring, arising, or existing with respect to the Bonds, the Issuer, the Borrower, the Project, or any other matter, except that the Trustee shall give to the Dissemination Agent a copy of any notice that the Trustee gives to Bondholders, the Issuer, or the Borrower pursuant to the default provisions hereof or any other Financing Document.

Section 4.07. Recordation and Other Instruments. In order to perfect the security interest of the Trustee in the Trust Estate and to perfect the security interest in the Notes, the Issuer, to the extent permitted by law, will execute such security agreements or financing statements, naming the Trustee as assignee and pledgee of the Trust Estate assigned and pledged under this Indenture for the payment of the principal of and premium, if any, and interest on the Bonds and as otherwise provided herein, and the Borrower will cause the same to be duly filed and recorded, as the case may be, in the appropriate state and county offices of the Commonwealth as are required by the provisions of the Uniform Commercial Code or other similar law as adopted in the Commonwealth, as from time to time amended. To continue the security interest evidenced by such security agreements or financing statements, the Borrower shall file and record or cause to be filed and recorded such necessary continuation statements or supplements thereto and other instruments from time to time as may be required pursuant to the provisions of such Uniform Commercial Code or other similar law to fully preserve and protect the security interest of the Trustee in the Trust Estate and to perfect the security interest in the Notes. The Issuer, to the extent permitted by law, at the expense of the Borrower, shall execute and cause to be executed any and all further instruments as shall be reasonably required by the Trustee for such protection and perfection of the interests of the Trustee, the registered owners and the Trustee shall file and refile or cause to be filed and refiled such continuation statements which shall be necessary to preserve and perfect the lien of this Indenture upon the Trust Estate until the principal of and premium, if any, and interest on the Bonds issued hereunder shall have been paid or provision for their payment shall be made as herein provided.

Section 4.08. Rights under Loan Agreement. The Loan Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Borrower, including provisions that, after the issuance of the Bonds and before the payment in full or provision for payment thereof in accordance with the provisions hereof, the Loan Agreement (except as expressly provided therein) may not be effectively amended, changed, modified, altered, or terminated without the concurring written consent of the Trustee, as evidenced by an Opinion of Counsel, as provided in Article XIII hereof, and reference is hereby made to the Loan Agreement for a detailed statement of such covenants and obligations of the Company, and the Issuer agrees that the Trustee in its name or (to the extent required by law) in the name of the Issuer

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may enforce all rights of the Issuer and all obligations of the Company under the Loan Agreement, whether or not the Issuer is in default hereunder. The Issuer shall cooperate with the Trustee in enforcing the obligations of the Borrower to pay, or cause to be paid, all amounts payable by the Borrower under the Loan Agreement.

Section 4.09. Prohibited Activities. Subject to the limitations on its liability as stated herein and to the extent permitted by law, the Issuer covenants and agrees that it has not knowingly engaged and will not knowingly engage in any activities and that it has not knowingly taken and will not knowingly take any action which might result in any interest on the Tax Exempt Bonds becoming includable in the gross income of the owners thereof for purposes of federal income taxation.

Section 4.10. No Disposition of Trust Estate. Except as permitted by this Indenture, the Issuer shall not sell lease, pledge, assign, or otherwise encumber or dispose of its interest in the Trust Estate and will promptly pay (but only from the revenues and income derived pursuant to the Loan Agreement and the Security, and any other moneys constituting the Trust Estate) or cause to be discharged, or make adequate provision to discharge, any lien or charge on any part thereof not permitted hereby.

Section 4.11. Access to Books. All books and documents in the possession of the Issuer relating to the revenues and income derived pursuant to the Loan Agreement and the security therefor, and any other moneys constituting the Trust Estate shall at all reasonable times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate. If requested by the Trustee, such inspection shall occur annually at a time convenient for the Issuer and the Trustee.

Section 4.12. Provisions for Payment of Expenses. The Issuer shall not be obligated to execute any documents or take any other action under or pursuant to this Indenture, the Loan Agreement, or any other document in connection with the Bonds unless and until provision for the payment of expenses of the Issuer, including legal counsel fees, shall have been made. Provision for expenses shall be deemed to have been made upon arrangements reasonably satisfactory to the Issuer for the provision of expenses being agreed upon by the Issuer and the party requesting such execution.

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ARTICLE V
FUNDS UNDER THIS INDENTURE

Section 5.01. Revenue Fund: Flow of Funds. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Revenue Fund." The Borrower agrees to deposit or cause to be deposited all General Revenues to the Revenue Fund not less frequently than each Friday (or if Friday is not a Business Day, the immediately preceding Business Day); provided, however, that if an Event of Default shall have occurred and be continuing, the Borrower has agreed, in accordance with Section 5.03 of the Loan Agreement, to deliver all such General Revenues daily. The amounts so transferred and deposited into the Revenue Fund shall be disbursed by the Trustee each month in the following order:

(a) there shall be paid to the Manager on the twentieth day of each month (or the immediately succeeding Business Day if the twentieth day of a month is not a Business Day)

for deposit into the Operating Account an amount equal to the greater of (i) the amount budgeted in the Annual Budget for Expenses for the immediately succeeding month, or (ii) 10% of the Expenses shown in the then current Annual Budget; provided that the amount transferred shall not exceed the amount, if any, resulting by subtracting (A) the amount theretofore deposited into the Operating Account pursuant to this subsection (a) for the then current Annual Period, from (B) the amount budgeted in the Annual Budget for Expenses for the then current Annual Period through the last day of the immediately succeeding month; and provided, further, that any portion of the Property Management Base Fee for any Annual Period that has not been paid before the fifth anniversary of the due date shall be disbursed by the Trustee to the Manager on such fifth anniversary, following transfer to the Manager of the amounts provided in this subsection (a) for deposit in the Operating Account;

(b) there shall be transferred to the Bond Fund:

(i) except as otherwise provided in a Supplemental Indenture with respect to a particular series of Additional Bonds, on or before [____], 2026, and on or before the twentieth day of each month thereafter, a sum equal to one-sixth of the amount payable on the immediately succeeding Interest Payment Date as interest on all Outstanding Bonds, or such lesser amount that, together with amounts already on deposit in the respective subaccounts, if any, of the Capitalized Interest Account of the Bond Fund and available therefor, will be sufficient to pay interest on the Bonds to become due on the immediately succeeding Interest Payment Date, as provided herein;

(ii) except as otherwise provided in a Supplemental Indenture with respect to a particular series of Additional Bonds, on or before [____], 20[__], and on or before the twentieth day of each month thereafter, a sum equal to (A) one-twelfth of the principal due on the immediately succeeding [July 1] that is a maturity date of on all Outstanding Bonds, or (B) one-twelfth of the amount required to retire all Outstanding Bonds under the mandatory sinking fund redemption requirements of Section 3.03 hereof and any Supplemental Indentures on the immediately succeeding [July 1], as provided herein, as the case may be;

(iii) on the Business Day before any date on which any Bonds are to be redeemed pursuant to any mandatory redemption provisions hereunder or under any Supplemental Indenture executed in connection with the issuance of a series of Additional Bonds (other than mandatory sinking fund or other similar redemption pursuant to such Supplemental Indenture), an amount equal to the Redemption Price of such Bonds to be redeemed (taking into account amounts then on deposit in the Bond Fund and the Redemption Fund to be used for the payment of such Bonds to be redeemed);

(c) There shall be paid to the Trustee:

(i) an amount equal to the annual fee of the Trustee for the Ordinary Services of the Trustee rendered and the Ordinary Expenses of the Trustee incurred

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hereunder and under the other Financing Documents, as and when the same shall become due;

(ii) the reasonable fees and charges of the Trustee, as bond registrar and paying agent, and of any other paying agents on the Bonds for acting as paying agents as provided herein, as and when the same shall become due; and

(iii) the reasonable fees and charges of the Trustee for the Extraordinary Services of the Trustee rendered by it and the Extraordinary Expenses of the Trustee incurred by it hereunder and under the other Financing Documents, as and when the same shall become due; provided that the Borrower may, without creating an Event of Default hereunder, contest in good faith the reasonableness of any such Extraordinary Services of the Trustee and Extraordinary Expenses of the Trustee and the reasonableness of any such fees, charges, or expenses;

(d) there shall be paid to the Issuer (as certified in writing to the Trustee by the Issuer) on the twentieth day of each month (or the immediately succeeding Business Day if the twentieth day of a month is not a Business Day), an amount sufficient to reimburse the Issuer for all unpaid expenses reasonably incurred by the Issuer under the Loan Agreement in connection with the Project, including the reasonable fees and expenses of counsel for the Issuer and Bond Counsel;

(e) if any funds were withdrawn from the Debt Service Reserve Fund, if there was a diminution in Value of the cash and investments held in the Debt Service Reserve Fund as of any Valuation Date, or if any net losses resulted from the investment of amounts held in the Debt Service Reserve Fund, in each case resulting in a reduction of the Value of the cash and investments in the Debt Service Reserve Fund to less than the Debt Service Reserve Requirement for any and all Outstanding series of Bonds as of any Valuation Date, there shall be transferred to the related Account of the Debt Service Reserve Fund, beginning on the twentieth day of the month following notice from the Trustee of such withdrawal, diminution in Value, or losses, and on the twentieth day of each month thereafter, twelve consecutive monthly payments, each equal to the lesser of (i) one-twelfth of the amount of such withdrawal, diminution in Value or losses, or (ii) the excess of the Debt Service Reserve Requirement for such Outstanding series of Bonds over the amount on deposit in the related Account of the Debt Service Reserve Fund, with respect to such Outstanding series of Bonds;

(f) there shall be transferred to the Rebate Fund on the dates that the Borrower provides any calculation of the Rebate Amount to the Trustee in accordance with Section 5.11(b) hereof, the amounts determined by the Borrower to be equal to the excess, if any, of the Rebate Amount so calculated over the amount then in the Rebate Fund;

(g) if any funds shall be withdrawn from the Repair and Replacement Fund to pay Debt Service Payments in accordance with Section 5.07(b)(ii) hereof, there shall be transferred to the Repair and Replacement Fund, beginning on the twentieth day of the month following any such withdrawal and continuing on the twentieth day of each month thereafter the greater of (i) the lesser of (A) one-twelfth of the amount of such withdrawal, or (B) such

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amount that is necessary to reimburse the Repair and Replacement Fund for all such withdrawals, or (ii) such amount as shall be directed by the Borrower;

(h) there shall be transferred to the Repair and Replacement Fund, commencing on the twentieth day of the first month following the month in which the Series 2026 Bonds are issued, and on the twentieth day of each month thereafter, an amount in equal monthly installments necessary to equal the annual amounts (or portion thereof for the partial fiscal year in which the Project is completed), set forth on Exhibit B attached hereto which, by this reference thereto, is incorporated herein as "Scheduled Payments to the Repair and Replacement Fund," and any and all additional amounts required to be deposited therein (a) by a supplemental schedule executed by the Borrower and acknowledged by the Trustee in connection with the completion of the construction of any new Housing Facility comprising a portion of the Series 2026 Project or (b) by a Supplemental Indenture executed in connection with an issuance of Additional Bonds;

(i) there shall be transferred to the appropriate fund or funds other than the Repair and Replacement Fund, the Operations Contingency Fund, and the Surplus Fund, any and all additional amounts required to be deposited into such fund or funds by any amendment or amendments to the Loan Agreement executed in connection with the issuance of Additional Bonds on the date(s) specified therein; and

(j) any amounts remaining therein on the last Business Day of each month shall be transferred to the Operations Contingency Fund.

Section 5.02. Bond Fund.

(a) There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Bond Fund." There shall be deposited into the Bond Fund from the Revenue Fund all amounts specified in Section 5.01(b) hereof and all other moneys received by the Trustee under and pursuant to any of the provisions of the Loan Agreement when accompanied by written directions from the Manager or the Borrower that such moneys are to be paid into the Bond Fund. Except as provided in subsection (d) of this Section and Section 5.14 and Section 11.02 hereof, moneys in the Bond Fund (with the exception of the Defeasance Account) shall be used solely to pay the Debt Service Payments on the Bonds. Not later than 1:00 p.m. on any date Debt Service Payments are due (other than principal of Bonds to be paid from moneys in the Redemption Fund pursuant to Section 5.03 hereof), the Trustee shall withdraw moneys from the Bond Fund sufficient to make such Debt Service Payment and shall make such Debt Service Payment to the Owner of such Bonds entitled thereto.

(b) There are hereby created by the Issuer and ordered established with the Trustee two accounts within the Bond Fund, to be designated respectively, the "Capitalized Interest Account" and the "Defeasance Account." In connection with the issuance of the Series 2026 Bonds, there are also hereby created by the Issuer and ordered established with the Trustee separate subaccounts within the Capitalized Interest Account designated the "2026A CI Subaccount" and the "2026B CI Subaccount" and separate subaccounts within the Defeasance Account designated the "2026A Defeasance Subaccount" and the "2026B Defeasance Subaccount." The Trustee shall also establish

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separate subaccounts within the Capitalized Interest Account and the Defeasance Account with respect to each series of Additional Bonds.

(c) There shall be deposited into the 2026A CI Subaccount and the 2026B CI Subaccount of the Capitalized Interest Account the amounts set forth in Section 6.01 hereof. On each date that transfers to the Bond Fund are required by Section 5.01(b)(i) hereof while there are funds on deposit in the Capitalized Interest Account of the Bond Fund, the Trustee shall transfer (i) from the 2026A CI Subaccount and the 2026B CI Subaccount, to the Bond Fund, the lesser of (A) an amount equal to any such transfer required in respect of the respective Series 2026A Bonds or Series 2026B Bonds on that date, or (B) the amount remaining in the respective 2026A CI Subaccount or 2026B CI Subaccount, and (ii) from any other subaccount of the Capitalized Interest Account created in respect of a series of Additional Bonds, to the Bond Fund, the lesser of (A) an amount equal to any such transfer required in respect of such series of Bonds on that date, or (B) the amount remaining in such subaccount.

(d) There shall be deposited into the subaccounts of the Defeasance Account all amounts deposited to pay and discharge a particular series of the Bonds pursuant to Section 9.01 hereof, including proceeds of any refunding Bonds, which subaccounts shall hold no other moneys. Moneys in the subaccounts of the Defeasance Account shall be used solely to pay the purchase price of, and the Debt Service Payments on, the series of Bonds with respect to which such subaccount shall have been established.

(e) Upon the occurrence of an Event of Default, the Trustee may use moneys in the Bond Fund to pay the fees and expenses of the Trustee before the making of any payments to the Bondholders. Except as provided in Article III hereof or any corresponding Article in an indenture supplemental hereto, no part of the Basic Loan Payments in the Bond Fund shall be used to redeem, before maturity, a part of the Bonds Outstanding; provided that whenever the amount in the Bond Fund, from any source whatsoever, is sufficient (i) to redeem all of the Bonds Outstanding hereunder, (ii) to pay interest to accrue thereon to such redemption date, and (iii) to pay all costs and expenses accrued and to accrue to such redemption date, then, if so directed by the Borrower pursuant to the Loan Agreement, the Issuer covenants and agrees to take, and cause to be taken, the necessary steps to redeem all of such Bonds on the immediately succeeding redemption date for which the required redemption notice may be given.

(f) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay Debt Service Payments on the Bonds as the same become due and payable and to make such funds so withdrawn available to the paying agent or agents, if any, for the purpose of paying such Debt Service Payments, which authorizations and directions the Trustee hereby accepts.

(g) If, on any Bond Payment Date, there are insufficient funds in the Bond Fund and the Redemption Fund available therefor to pay Debt Service Payments then due, the Trustee shall transfer to the Bond Fund an amount equal to such insufficiency, from the following Funds, in the following order of priority: (i) first, the Surplus Fund, (ii) second, the Operations Contingency Fund, (iii) third, the related Account of the Debt Service Reserve Fund, and (iv) fourth, the Repair and Replacement Fund.

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Section 5.03. Redemption Fund.

(a) There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Redemption Fund." There shall be deposited into the Redemption Fund all moneys required to be transferred thereto or deposited therein pursuant to Section 5.05(c) hereof, Section 6.02, Section 7.01, and Section 7.02 of the Loan Agreement, and the Leasehold Mortgage. Moneys in the Redemption Fund shall be used only to pay the principal of Bonds or that portion of the Redemption Price of Bonds corresponding to principal in the manner specified in this Section and in Section 3.05 hereof. Not later than 1:00 p.m. on any date principal or Redemption Price of any Bond is due, the Trustee shall withdraw moneys from the Redemption Fund sufficient to make such payment and shall make such payment to the Owner of such Bonds entitled thereto.

(b) The Trustee shall establish a separate Account within the Redemption Fund (i) with respect to each series of Bonds, (ii) if more than one series of Bonds shall be issued on the same date, with respect to each such multiple series of Bonds, and with respect to any amounts transferred to the Redemption Fund from the Capitalized Interest Account of the Bond Fund or the Construction Fund pursuant to Section 5.05(c) hereof. Subject to the provisions of subsection (c) of this Section, but notwithstanding anything else contained herein to the contrary, any amounts required to be deposited in the Redemption Fund for the redemption of a particular series or multiple series of Bonds in accordance with any of the Financing Documents shall be deposited in the applicable Account or Accounts thereof, and, before the occurrence of an Event of Default, any amounts in an Account of the Redemption Fund may be used only to make payments on the series of Bonds in respect of which such Account was established.

(c) All amounts transferred to the Redemption Fund from the Capitalized Interest Account of the Bond Fund or the Construction Fund pursuant to Section 5.05(c) hereof to redeem Bonds shall be used to redeem only the principal portion thereof.

(d) When (i) the amount of the remaining Debt Service Payments on the Outstanding Bonds shall be equal to or less than the sum of the balance of the Bond Fund, the balance of the Redemption Fund, the balance of the related Account of the Debt Service Reserve Fund and the balance of the Repair and Replacement Fund, (ii) the amount of the remaining Debt Service Payments on any Outstanding Additional Bonds shall be equal to or less than the sum of the balance of the Bond Fund, the balance of the Redemption Fund and the balance of the Repair and Replacement Fund, and (iii) all other amounts owed under the Loan Agreement and this Indenture shall have been paid, moneys held in the Redemption Fund shall be deposited into the Bond Fund and credited against payments of Loan Payments required under Section 5.02 of the Loan Agreement or may be used in such other manner approved by an Opinion of Bond Counsel.

Section 5.04. Cost of Issuance Fund.

(a) There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Cost of Issuance Fund," which shall be used as a fund to pay Costs of Issuance. Within the Cost of Issuance Fund, there is hereby created by the Issuer and ordered established separate accounts designated as the "2026A Account of the Cost of Issuance Fund" and the "2026B Account of the Cost of Issuance Fund." There shall be deposited into the 2026A Account of the Cost of Issuance Fund and the 2026B Account of the Cost of Issuance Fund, the respective

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amounts specified in Section 6.01(k) and (l) hereof. Moneys in the Cost of Issuance Fund shall be disbursed upon receipt of a requisition for payment, substantially in the form attached hereto as Exhibit C, which, by this reference thereto, is incorporated herein, executed by the Authorized Borrower Representative, and the Trustee is hereby authorized and directed to issue its checks for each disbursement upon receipt of such a requisition. If any funds remain in the Cost of Issuance Fund on the earlier of (i) the receipt by the Trustee of a certificate of the Borrower stating that all Costs of Issuance of the Series 2026A Bonds or the Series 2026B Bonds and the Borrower Fee have been paid, or (ii) one year from the date of issuance and delivery of the Series 2026 Bonds, the Trustee shall transfer any funds remaining in the 2026A New Construction Account of the Cost of Issuance Fund and the 2026B Account of the Cost of Issuance Fund, as the case may be, to the 2026A Account of the Construction Fund or the 2026B New Construction Account of the Construction Fund, as applicable. The Trustee shall establish a separate Account within the Cost of Issuance Fund with respect to each series of Additional Bonds issued hereunder. If any funds remain in any other Account of the Cost of Issuance Fund after similar dates relating to the issuance of other series of Bonds, the Trustee shall transfer such funds to the comparable Account of the Construction Fund.

(b) The Trustee shall keep and maintain adequate records pertaining to the Cost of Issuance Fund and all disbursements therefrom, and after all amounts are disbursed from the Cost of Issuance Fund, the Trustee shall, if requested by the Borrower, file an accounting thereof with the Issuer and the Borrower.

Section 5.05. Construction Fund.

(a) There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Construction Fund," which shall be used solely for the purposes set forth in this Section. Within the Construction Fund, there is hereby created by the Issuer and ordered established separate Accounts designated as the "2026A New Construction Account," the "2026B New Construction Account," the "2026A Renovation Account," the "2026B Renovation Account," "2026A Acquisition Account," and "2026B Acquisition Account." There shall be deposited into such Accounts from the sale of the Series 2026 Bonds the amounts specified in Section 6.01 hereof. The Trustee shall deposit into the designated Accounts of the Construction Fund as and when received by the Trustee any moneys paid to the Trustee under the Loan Agreement or this Indenture for credit or transfer to an Account of the Construction Fund. Moneys in the Construction Fund shall be expended for Costs of the Project in accordance with the provisions of the Project Certificate and the Loan Agreement, including, particularly, Section 4.03 thereof. Moneys in the Accounts of the Construction Fund shall be disbursed, upon receipt of a requisition for payment substantially in the form of Exhibit D-1, Exhibit D-2, or Exhibit E attached hereto, as applicable, which, by this reference, are incorporated herein. Any such requisition shall be executed by the Authorized Borrower Representative and the Authorized Developer Representative or the Authorized Manager Representative, as the case may be. Upon receipt of any such fully-executed form, the Trustee shall disburse the monies requested from the applicable Account of the Construction Fund.

(b) The Trustee shall establish a separate Account within the Construction Fund with respect to each series of Additional Bonds issued hereunder.

(c) All proceeds of the Series 2026A Bonds and the Series 2026B Bonds and investment earnings thereon remaining in the respective 2026A New Construction Account, 2026B New

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Construction Account, 2026A Renovation Account, 2026B Renovation Account, 2026A Acquisition Account, and 2026B Acquisition Account of the Construction Fund on the Completion Date of the Series 2026 Project, less amounts retained or set aside to meet costs not then due and payable or that are being contested, shall be used for other capital expenditures related to the Series 2026 Project approved by the University with the consent of the Borrower, which consent shall not be unreasonably withheld; provided that a Favorable Opinion of Bond Counsel with respect to such expenditure shall have been obtained. If there are no such additional capital expenditures, such excess amounts shall be transferred (i) to the Bond Fund and used for the payment of principal of and interest on the respective series of the Series 2026 Bonds (the 2026A New Construction Account, 2026A Renovation Account, and 2026A Acquisition Account shall be used for the Series 2026A Bonds and the 2026B New Construction Account, 2026B Renovation Account, and 2026B Acquisition Account shall be used for the Series 2026B Bonds), provided that the Borrower shall deliver to the Trustee a Favorable Opinion of Bond Counsel with respect to such payment, or (ii) if the Borrower shall fail to deliver such an opinion, to the Redemption Fund by the Trustee and used to redeem any applicable Series 2026 Bonds on [July 1], 20[__].

Section 5.06. Debt Service Reserve Fund.

(a) There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Debt Service Reserve Fund," which shall be used solely for the purposes set forth in this Section. Within the Debt Service Reserve Fund there is hereby created by the Issuer and ordered established separate Accounts designated as the "2026A Account of the Debt Service Reserve Fund" and "2026B Account of the Debt Service Reserve Fund." The Trustee shall establish a separate Account within the Debt Service Reserve Fund with respect to each series of Additional Bonds issued hereunder.

(b) There shall be deposited into the 2026A Account of the Debt Service Reserve Fund from the sale of the Series 2026A Bonds the amount set forth in Section 6.01(c) hereof. There shall be deposited into the 2026B Account of the Debt Service Reserve Fund from the sale of the Series 2026B Bonds the amount set forth in Section 6.01(d) hereof. The Trustee shall deposit in the applicable Account or Accounts of the applicable Debt Service Reserve Fund any funds paid to the Trustee under the Loan Agreement or this Indenture for credit or transfer to the applicable Debt Service Reserve Fund. If the Borrower shall have exercised its option or shall have become obligated to prepay the Loan relating to a series of Bonds in whole and not in part pursuant to the terms of Article XI of the Loan Agreement and shall have paid the sums as provided therein, all of the funds then in the related Account of the Debt Service Reserve Fund, subject to the provisions of subsection (e) below, shall be deposited into the applicable Bond Fund. The Trustee shall give written notice to the Issuer, the University, and the Borrower of (i) any withdrawals from any Accounts of the Debt Service Reserve Fund, (ii) any diminution in Value as of any Valuation Date, or (iii) net losses from the investment of funds in the Debt Service Reserve Fund as of any Valuation Date that reduce the Value of the cash and investments deposited therein or credited thereto to less than the Debt Service Reserve Requirement for the Series 2026 Bonds or any series of Additional Bonds.

(c) The Issuer hereby authorizes and directs the Trustee to withdraw funds first from the 2026A Account of the Debt Service Reserve Fund to pay the Debt Service Payments on the Series 2026A Bonds, and second from the 2026B Account of the Debt Service Reserve Fund to pay Debt

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Service Payments on the Series 2026 Bonds pro rata based on the remaining Debt Service Payments then owed on the Series 2026A Bonds and the Series 2026B Bonds, and with respect to any Additional Bonds, from any related account to pay the Debt Service Payments on any Additional Bonds, to the extent that there are insufficient funds in the Bond Fund, the Redemption Fund, the Surplus Fund, the Operations Contingency Fund, and the Repair and Replacement Fund available therefor (in that order of priority) on the date such Debt Service Payments are due, which authorization and direction the Trustee hereby accepts.

(d) When (i) the remaining amount of Debt Service Payments on the Outstanding Bonds of a series shall be equal to or less than the sum of the balances of the related Accounts of the Bond Fund, the Redemption Fund, the Debt Service Reserve Fund, and, if no other series of Bonds are then Outstanding, the balance of the Repair and Replacement Fund, and (ii) all other amounts owed under the Loan Agreement and this Indenture shall have been paid, moneys held in the related Account of the Debt Service Reserve Fund shall be deposited into the Bond Fund and, subject to the provisions of subsection (e) below, credited against payments of Loan Payments required under Section 5.02 of the Loan Agreement for the related series of Bonds or may be used in such other manner approved by an Opinion of Bond Counsel.

(e) Subject to Section 7.02 hereof, if, as a result of the valuation of the investments held in the Debt Service Reserve Fund as of any Valuation Date pursuant to Section 7.01 hereof, the balance of the 2026A Account and the 2026B Account of the Debt Service Reserve Fund is greater than the Series 2026 Debt Service Reserve Requirement or the related Account of any series of Additional Bonds is greater than the Additional Series Debt Service Reserve Requirement for such series of Additional Bonds, the aggregate of such amount in the 2026A Account and the 2026B Account of the Debt Service Reserve Fund in excess of the Series 2026 Debt Service Requirement and the amount in the Account of the Debt Service Reserve Fund in excess of the Additional Bonds Debt Service Reserve Requirement for any series of Additional Bonds shall be transferred to the related Accounts of the Bond Fund corresponding to the Series 2026 Bonds or such series of Additional Bonds, as applicable.

Section 5.07. Repair and Replacement Fund.

(a) There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Repair and Replacement Fund," which shall be used solely for the purposes set forth in this Section. The Trustee shall deposit into the Repair and Replacement Fund as and when received, any moneys paid under the Loan Agreement, including, particularly Section 5.02(b)(i) thereof, or this Indenture, for credit or transfer to the Repair and Replacement Fund.

(b) The Issuer hereby authorizes and directs the Trustee to withdraw funds from the Repair and Replacement Fund to pay (i) the maintenance and repair costs related to the Project that the Borrower shall be obligated to pay pursuant to Section 6.01 of the Loan Agreement or, to the extent that the Net Proceeds shall be insufficient for such purposes, to the costs of restoration or replacement of the Project (or any portion thereof) pursuant to Section 7.01 or Section 7.02 of the Loan Agreement, and (ii) the Debt Service Payments to the extent there are insufficient funds in the Bond Fund, the Redemption Fund, the Surplus Fund, and the Operations Contingency Fund available therefor (in that order of priority) on the date such Debt Service Payments are due, which authorization and direction the Trustee hereby accepts.

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(c) Moneys in the Repair and Replacement Fund to be used for the purpose described in item (i) of subsection (b) above shall be disbursed by the Trustee upon receipt by the Trustee of a requisition for payment substantially in the form attached hereto as Exhibit F, which, by this reference thereto, is incorporated herein, executed by the Authorized Borrower Representative, and the Trustee is hereby authorized and directed to issue its checks for each such disbursement upon receipt of such a requisition; however, upon the occurrence of an Event of Default or a failure by the Borrower to pay Basic Loan Payments required by Section 5.02(a) of the Loan Agreement, the Trustee will not be obligated to disburse funds from the Repair and Replacement Fund for such purposes. The Trustee is hereby authorized and directed to withdraw funds from the Repair and Replacement Fund for the purpose described in item (ii) of the subsection (b) above automatically, without any requisition from the Borrower.

(d) Notwithstanding the foregoing provisions of this Section, no amounts shall be disbursed for the purpose described in item (i) of subsection (b) of this Section without the consent of the University, which consent shall not be unreasonably withheld, conditioned, or delayed, unless (i) such disbursement shall have been included in the then current Annual Budget, (ii) such disbursement shall not exceed $10,000 or, in the case of an emergency (which shall be certified to the University), $25,000, or (iii) such disbursement, together with all other disbursements from the Repair and Replacement Fund during such Annual Period that were not included in the then current Annual Budget and to which the University shall not have consented does not exceed $25,000.

(e) When (i) the remaining amount of the Debt Service Payments on the Outstanding Bonds shall be equal to or less than the sum of the balance of the Bond Fund, the balance of the Redemption Fund, the balance of the Debt Service Reserve Fund and the balance of the Repair and Replacement Fund, and (ii) all other amounts owed under the Loan Agreement and this Indenture shall have been paid, moneys held in the Repair and Replacement Fund shall be deposited into the Bond Fund and credited against payments of Loan Payments required under Section 5.02 of the Loan Agreement or used as otherwise permitted by an Opinion of Bond Counsel.

Section 5.08. Insurance and Condemnation Funds. Reference is hereby made to Article VII of the Loan Agreement whereunder it is provided that under certain circumstances the Net Proceeds of insurance and condemnation awards are to be paid to the Trustee and deposited into the Insurance Fund and the Condemnation Fund, respectively, and are to be disbursed and paid out as therein provided. The Trustee hereby accepts and agrees to perform the duties and obligations as therein specified. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Insurance Fund," a trust fund to be designated the "Condemnation Fund," and, within each of such Funds, a "2026 Account", all of which shall be opened only if funds are required to be deposited therein as provided in Article VII of the Loan Agreement. The Trustee shall also establish a separate Account within the Insurance Fund and within the Condemnation Fund with respect to each series of Additional Bonds issued hereunder or, if more than one series of Additional Bonds is issued on the same date, with respect to each such multiple series of Additional Bonds. Funds held in the Insurance Fund or in the Condemnation Fund shall be disbursed in accordance with Section 7.01 or Section 7.02 of the Loan Agreement, respectively, upon receipt of a requisition for payment substantially in the form attached hereto as Exhibit G, which, by this reference thereto, is incorporated herein, executed by the Authorized Borrower Representative, and the Trustee is hereby authorized and directed to issue its checks or wires for each disbursement upon receipt of

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such a requisition. Notwithstanding anything contained herein to the contrary, any amounts required to be deposited in the Insurance Fund or in the Condemnation Fund in accordance with the Loan Agreement shall be deposited in the applicable Account thereof, and, before the occurrence of an Event of Default, any amounts in an Account of the Insurance Fund or the Condemnation Fund may be used only to restore that portion of the Project in respect of which such Account was established or to acquire land or improvements in substitution for that portion of the Project in respect of which such Account was established or to redeem Bonds in accordance with the provisions of Section 3.02, or if applicable, Section 3.04 hereof.

Section 5.09. Operations Contingency Fund.

(a) There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Operations Contingency Fund" into which shall be transferred moneys remaining in the Revenue Fund after the disbursements described in subsections (a) through (i) of Section 5.01 hereof. Moneys in the Operations Contingency Fund shall be disbursed as follows:

(i) To pay Expenses of, or to make capital expenditures in respect of, the Project; funds shall be disbursed upon receipt of a requisition for payment substantially in the form of Exhibit H attached hereto which, by this reference thereto, is incorporated herein, executed by the Authorized Borrower Representative and approved by the University, provided that before making any such disbursement, the Trustee shall transfer available funds from the Surplus Fund to the Operations Contingency Fund, and the Trustee is hereby authorized and directed to issue its checks for each disbursement upon receipt of such a requisition.

(ii) To pay Debt Service Payments, and the Issuer hereby authorizes and directs the Trustee to withdraw funds from the Operations Contingency Fund to make such Debt Service Payments to the extent that there are insufficient funds in the Revenue Fund, the Bond Fund, the Redemption Fund, and the Surplus Fund available therefor on such date, which authorization and direction the Trustee hereby accepts.

(iii) To make the transfers and deposits required by Section 5.01(a) through (h) hereof.

(iv) For the avoidance of doubt, and notwithstanding anything contained herein to the contrary, to the extent that there are insufficient funds in the Revenue Fund for such purpose, the Trustee is directed to make transfers and deposits among Funds in the following order of priority: (A) with respect to Expenses or to make capital expenditures in respect of the Project as set forth in paragraph (i) above, from the Operations Contingency Fund (after having transferred available amounts from the Surplus Fund thereto); (B) with respect to the transfers and deposits required by Section 5.01(a) through (h) hereof, (1) first, from the Operations Contingency Fund, and (2) second, from the Surplus Fund; and (C) with respect to Debt Service Payments, (1) first, from the Surplus Fund, (2) second, from the Operations Contingency Fund, (3) third, from the Repair and Replacement Fund, and (4) fourth, from the Debt Service Reserve Fund.

(b) On June 30 of each year (or the immediately preceding Business Day if June 30 is not a Business Day), all amounts remaining in the Operations Contingency Fund in excess of 25%

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of the aggregate Expenses in the Annual Budget for the following Annual Period on June 30 of each year shall be transferred to the Surplus Fund.

Section 5.10. Surplus Fund.

(a) There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Surplus Fund."

(b) If (i) no Event of Default shall have occurred and then be continuing, (ii) all amounts withdrawn from the Repair and Replacement Fund to pay Debt Service Payments in accordance with Section 5.07(b)(ii) hereof shall have been reimbursed in full, (iii) all amounts withdrawn from the Debt Service Reserve Fund to pay Debt Service Payments in accordance with Section 5.06(c) hereof shall have been reimbursed in full, and (iv) all owed, but unpaid Property Management Performance Incentive Fees owed for past years have been paid to the Manager, the Trustee, upon receipt of the Borrower's annual financial statements and Audit Report for the most recently ended Annual Period in accordance with the Loan Agreement, if such annual financial statements and Audit Report demonstrate that the Borrower achieved a Fixed Charges Coverage Ratio of at least 1.20 during the period reported by such annual financial statements and Audit Report, shall transfer from the Surplus Fund, to the extent that such amounts are then on deposit therein, first (A) to the Manager, the Property Management Performance Incentive Fee, if any due under the Management Agreement, and to the University, the Retained Services Fee, then (B)(1) to the University, an amount equal to eighty percent of such amount then remaining on deposit in the Surplus Fund and (2) to the Repair and Replacement Fund, an amount equal to twenty percent of such amount then remaining on deposit in the Surplus Fund.

With respect to clause (A) in the immediately preceding subsection (b), each amount payable under clause (A) shall be specified in the applicable Audit Report and shall be payable by the Trustee upon receipt of an invoice delivered by the Borrower, which invoice sets forth the amount of each such payable as specified in the applicable Audit Report, andif there are insufficient amounts on deposit in the Surplus Fund to pay the entirety of the Property Management Performance Incentive Fee and the Retained Services Fee, the Trustee shall prorate such payments based on their respective proportionate amounts otherwise owing on such date.

(c) To the extent any amounts in the Surplus Fund may not be transferred to the University and to the Repair and Replacement Fund pursuant to subsection (b) of this Section, all such amounts shall remain in the Surplus Fund until such time as such funds are otherwise applied in accordance with this Indenture.

(d) Moneys in the Surplus Fund may also be (i) used to make the transfers and deposits required by Section 5.01 hereof to the extent that there are insufficient funds in the Revenue Fund available on such date, and (ii) transferred to the Operating Contingency Fund to the extent moneys are required to be used from such fund in accordance with Section 5.09(a) hereof; and the Issuer hereby authorizes and directs the Trustee to withdraw funds from the Surplus Fund to make such transfers and deposits, which authorization and direction the Trustee hereby accepts.

Section 5.11. Rebate Fund.

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(a) There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Rebate Fund." The Rebate Fund shall be for the sole benefit of the United States of America and shall not be subject to the claim of any other Person, including the Owners. The Rebate Fund is established for the purpose of complying with Section 148 of the Code and the Regulations promulgated thereunder. The money deposited in the Rebate Fund, together with all investments thereof and investment income therefrom, shall be held in trust and applied solely as provided in this Section. The Rebate Fund is not a portion of the Trust Estate and is not subject to the lien of this Indenture.

(b) The Borrower will be required under the terms of the Loan Agreement (i) to calculate the Rebate Amount as of each Calculation Date, (ii) to transmit a copy of such calculation to the Trustee on or before the date due under the Loan Agreement, and (iii) to pay to the Trustee for deposit to the Rebate Fund or to direct the Trustee, to transfer from the Revenue Fund an amount equal to the difference, if any, between the amount then in the Rebate Fund and the Rebate Amount so calculated. If, as of any Calculation Date, the amount in the Rebate Fund shall exceed the Rebate Amount, such excess may, upon the written request of the Borrower, be transferred from the Rebate Fund to the Revenue Fund.

(c) On the dates directed by the Borrower, the Trustee shall pay to the United States of America from the amounts on deposit in the Rebate Fund an amount determined by the Borrower to be the amount owed to the United States of America under Section 148(f) of the Code and the Regulations promulgated thereunder. The Borrower shall provide to the Trustee any completed IRS form that must accompany each payment to the United States of America.

(d) If the Borrower shall fail to provide any of the information, calculations, forms, or moneys to the Trustee as required by this Section or by Section 8.12 of the Loan Agreement, the Trustee shall so notify the University and the Issuer, but none of the University, the Issuer, nor the Trustee shall have any obligation to make any calculation or payment required under this Section.

(e) Upon written request of any Owner, the Borrower shall furnish to such Owner a certificate (supported by reasonable documentation, which may include calculations by Bond Counsel or by some other service organization) showing compliance with this Section and other applicable provisions of Section 148 of the Code.

(f) The Trustee shall maintain a record of the annual calculations by the Borrower of the Rebate Amount for a period ending on the date that is three years after all of the Bonds have been Discharged. Such records provided by the Borrower shall summarize the manner in which the Rebate Amount, if any, were determined.

(g) If all of the Bonds shall have been Discharged, any amount remaining in any of the Funds or Accounts created hereunder (other than any such Fund or Account funded in accordance with the provisions of Article IX hereof) shall be transferred to the Rebate Fund to the extent that the amount therein is less than the Rebate Amount calculated as of the final Calculation Date.

(h) The Issuer hereby authorizes and directs the Chair to execute any documents, certificates, or reports required by the Code and to make such elections on behalf of the Issuer that may be permitted by the Code and that shall be requested by the Borrower.

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(i) Notwithstanding any provision of this Indenture to the contrary, the Trustee shall not be liable or responsible for any calculation or determination that may be required in connection with or for the purpose of complying with the provisions of Section 148 of the Code or any applicable Regulations, including the calculation of amounts required to be paid to the United States under the provisions of Section 148 of the Code and applicable Regulations and the fair market value of any investments made hereunder, and the sole obligation of the Trustee with respect to the investment of funds hereunder shall be to invest the moneys received by the Trustee in accordance with the written instructions of the Borrower.

(j) On the date that is ninety days after all of the Bonds shall have been Discharged, the Trustee shall pay all amounts remaining in the Rebate Fund to the Borrower free of any trust or lien.

Section 5.12. Non-Presentment of Bonds.

(a) If any Bonds shall not be presented for payment when the principal thereof shall become due, either at maturity, at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bonds shall have been made available to the Trustee for the benefit of the Owner or Owners thereof, all liability of the Issuer and the Borrower to the Owner or Owners thereof for the payment of such Bonds shall forthwith cease, determine, and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner or Owners of such Bonds, who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his, her or their part under this Indenture or on, or with respect to, the Bonds.

(b) Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds, if any, within five years after the date on which the same shall have become due (or such earlier date as immediately precedes the date on which such funds would be required to escheat or be payable to the Commonwealth or any other governmental unit under any laws governing unclaimed funds) shall, upon the written request of the University, be paid by the Trustee to the University, and thereafter Bondholders shall be entitled to look only to the University for payment, and then only to the extent of the amount so repaid, and none of the Issuer, the Borrower, the Trustee, nor the University shall be liable for any interest thereon and shall not be regarded as a trustee of such money. If the University shall fail to make the aforementioned written request, the Trustee shall apply such moneys in accordance with applicable laws governing unclaimed funds.

Section 5.13. Moneys to Be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of the Revenue Fund, the Bond Fund, the Redemption Fund, the Cost of Issuance Fund, the Construction Fund, the Debt Service Reserve Fund, the Repair and Replacement Fund, the Insurance Fund, the Condemnation Fund, the Operations Contingency Fund, the Surplus Fund, or any other trust fund or reserve under any provision hereof shall be held by the Trustee, in trust and, with the exception of the Rebate Fund, shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the trust created hereby and any lien or security interest granted with respect to the Trust Estate and shall be and remain entitled to the benefit and shall be subject to the security hereof for the benefit of the Owners of the Bonds. The Trustee hereby covenants that all moneys held in any Fund under this Indenture (other than the Rebate Fund) and any collateral securing such funds are a part of the Trust Estate, and that the rights and interests of the Bondholders in and to such moneys and collateral are and, subject to the provisions of Section

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11.02 hereof with respect to the payment of the fees and expenses of the Trustee, shall be superior to the claims of the creditors and depositors of the Trustee.

Section 5.14. Amounts Remaining in Funds and Accounts. Subject to the provisions of Section 5.12 hereof, any amounts remaining in the Revenue Fund, the Bond Fund, the Redemption Fund, the Cost of Issuance Fund, the Construction Fund, the Debt Service Reserve Fund, the Repair and Replacement Fund, the Insurance Fund, the Condemnation Fund, the Operations Contingency Fund, the Surplus Fund, or any other Fund, Account, or reserve created under this Indenture, with the exception of the Rebate Fund, after payment in full of the Debt Service Payments on the Bonds (or provision for payment thereof as provided in this Indenture), the fees, charges, and expenses of the Trustee, any paying agents, and the Issuer, the amounts required to be paid to the United States pursuant to the Loan Agreement, and all other amounts required to be paid hereunder, shall be promptly paid to the University as the final payment of rent due under the Ground Lease.

ARTICLE VI
CUSTODY AND APPLICATION OF PROCEEDS OF THE BONDS

Section 6.01. Application of Proceeds of Series 2026 Bonds. Upon the issuance and delivery of the Series 2026 Bonds, the Trustee shall deposit the proceeds thereof, plus an original issue premium of $[____] and an original issue discount of $[____] and net of an underwriter's discount of $[____] as follows:

(a) there shall be deposited into the Bond Fund the sum of $[____] as Capitalized Interest (which shall be placed in the 2026A CI Subaccount of the Capitalized Interest Account of the Bond Fund);

(b) there shall be deposited into the Bond Fund the sum of $[____] as Capitalized Interest (which shall be placed in the 2026B CI Subaccount of the Capitalized Interest Account of the Bond Fund);

(c) there shall be deposited into the 2026A Account of the 2026 Debt Service Reserve Fund the sum of $[____];

(d) there shall be deposited into the 2026B Account of the 2026 Debt Service Reserve Fund the sum of $[____];

(e) there shall be deposited into the 2026A New Construction Account of the Construction Fund the sum of $[____];

(f) there shall be deposited into the 2026B New Construction Account of the Construction Fund the sum of $[____];

(g) there shall be deposited into the 2026A Renovation Account of the Construction Fund the sum of $[____];

(h) there shall be deposited into the 2026B Renovation Account of the Construction Fund the sum of $[____];

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(i) there shall be deposited into the 2026A Acquisition Account of the Construction Fund the sum of $[____];

(j) there shall be deposited into the 2026B Acquisition Account of the Construction Fund the sum of $[____];

(k) there shall be deposited into the 2026A Account of the Cost of Issuance Fund the sum of $[____]; and

(l) there shall be deposited into the 2026B Account of the Cost of Issuance Fund the sum of $[____].

ARTICLE VII
INVESTMENTS

Section 7.01. Investment of Funds and Accounts.

(a) Subject to Article IX hereof, any moneys held by the Trustee as part of the Revenue Fund, the Bond Fund (except moneys in the Defeasance Account), the Redemption Fund, the Cost of Issuance Fund, the Construction Fund, the Debt Service Reserve Fund, the Repair and Replacement Fund, the Insurance Fund, the Condemnation Fund, the Operations Contingency Fund, the Surplus Fund, the Rebate Fund, reserves in connection with contested liens, or other special trust funds created under this Indenture, shall be invested and reinvested by the Trustee, at the written direction of (or oral direction, confirmed in writing), and as specified by, the Authorized Borrower Representative in accordance with the provisions of Section 4.07 of the Loan Agreement. In the absence of any such written instruction to the Trustee, such amounts shall be invested in the Morgan Stanley Institutional Liquidity Funds Government Portfolio CUSIP MVVXX 61747C80. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Revenue Fund, the Bond Fund, the Redemption Fund, the Cost of Issuance Fund, the Construction Fund, the Debt Service Reserve Fund, the Repair and Replacement Fund, the Insurance Fund, the Condemnation Fund, the Operations Contingency Fund, the Surplus Fund, the Rebate Fund, reserve, other special trust fund or other Funds or Accounts, as the case may be, and the interest accruing thereon and any profit realized from such investments shall be credited as set forth in Section 7.02 hereof, and any loss resulting from such investments shall be charged to such Fund or Account. The Trustee is directed to sell and reduce to cash funds a sufficient amount of such investments whenever the cash balance in any Fund or Account is insufficient for the uses prescribed for moneys held in such Fund or Account. The Trustee may transfer investments from any Fund or Account to any other Fund or Account in lieu of cash when required or permitted by the provisions hereof. The Trustee shall value the investments held in each Account of the Debt Service Reserve Fund as of the close of business on each Valuation Date and shall promptly deliver copies of such valuation to the Issuer, the Borrower, and the University if the value is less than the related Debt Service Reserve Requirement. In computing the assets of any Fund or Account, investments and accrued interest thereon shall be deemed a part thereof. The Trustee shall not be liable for any depreciation in the Value of any obligations in which moneys of Funds or Accounts shall be invested or sold, as aforesaid, or for any loss arising from any investment or sale. Such investments shall be made only as follows:

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(i) moneys in the Revenue Fund, the Cost of Issuance Fund, the Construction Fund, the Repair and Replacement Fund, the Operations Contingency Fund, the Surplus Fund, the Rebate Fund, and any other Funds or Accounts (other than as described in clauses (ii) through (v) below) only in Permitted Investments maturing or redeemable at the option of the holder in such amounts and on such dates as may be necessary to provide moneys to meet the payments from each such respective Fund or Account as may be specified, for Funds and Accounts held by the Trustee, by the Authorized Borrower Representative;

(ii) moneys in the Bond Fund only in Permitted Investments maturing or redeemable at the option of the holder not later than the immediately succeeding Bond Payment Date;

(iii) moneys in the Redemption Fund only in Permitted Investments maturing or redeemable at the option of the holder not later than the immediately succeeding Bond Payment Date, subject to the requirements of the Tax Agreement;

(iv) moneys in the Insurance Fund and the Condemnation Fund only in Permitted Investments maturing or redeemable at the option of the holder in such amounts and on such dates as may be necessary to provide moneys to meet the payments from each such respective Fund, subject to the requirements of the Tax Agreement; and

(v) moneys in the Debt Service Reserve Fund only in Permitted Investments maturing or redeemable at the option of the holder not later than ten years from the date of purchase thereof.

(b) Notwithstanding any provision hereof to the contrary, neither the University nor the Trustee shall be liable or responsible for any calculation or determination that may be required in connection with or for the purpose of complying with the provisions of Section 148 of the Code or any applicable Regulations, including the calculation of amounts required to be paid to the United States under the provisions of Section 148 of the Code and applicable Regulations and the fair market value of any investments made hereunder (except as herein provided with respect to the calculation of amounts on deposit in the Debt Service Reserve Fund), and the sole obligation of the Trustee with respect to the investment of funds hereunder shall be to invest the moneys received by the Trustee in accordance with the instructions of the Authorized Borrower Representative and the further provisions of this Article. The Trustee shall have no responsibility for determining whether or not the investments made pursuant to the direction of the Authorized Borrower Representative comply with the requirements of Article IV or Article VII of the Loan Agreement.

(c) Moneys deposited in the Defeasance Account of the Bond Fund shall be invested by the Trustee only in Defeasance Obligations and in accordance with Section 9.01 hereof.

(d) The Issuer, the Borrower, and the University acknowledge that the Trustee is not providing investment supervision, recommendations, or advice. The Trustee is hereby authorized, in making or disposing of any investment permitted by this Indenture, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Trustee or for any third person or dealing as principal for its own account.

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Section 7.02. Allocation of Income from Investments. All interest accruing from investments of moneys in the following Funds and Accounts and any profit realized therefrom shall be allocated as follows:

(a) interest and profits from the investments of moneys in the Revenue Fund shall be retained in the Revenue Fund;

(b) interest and profits from the investments of moneys in the Bond Fund and in the Accounts and subaccounts therein shall be retained in the Bond Fund and in such Accounts and subaccounts, respectively;

(c) interest and profits from the investments of moneys in the Redemption Fund and any Account therein shall be deposited into the Bond Fund;

(d) interest and profits from the investments of moneys in the Accounts of the Cost of Issuance Fund shall be deposited into the corresponding (by series) Accounts of the Construction Fund;

(e) subject to Section 5.05(c) hereof, interest and profits from the investment of moneys in the Construction Fund and the Accounts therein shall be retained in the Construction Fund and in such Accounts, respectively;

(f) 100% of the interest and profits from the investment of moneys in the Debt Service Reserve Fund and the Accounts therein established for a particular series of Bonds shall be transferred to the corresponding New Construction Accounts of the Construction Fund for the same series of Bonds during the Construction Period; and thereafter, such interest and profits shall be transferred to the corresponding Accounts of the Bond Fund for the same series of Bonds and used to pay Debt Service Payments for the same series of Bonds in accordance with Section 5.02 hereof;

(g) interest and profits from the investment of moneys in the Repair and Replacement Fund shall be retained in the Repair and Replacement Fund;

(h) interest and profits from the investment of moneys in the Insurance Fund and the Account(s) therein shall be retained in the shall be retained in the Insurance Fund and in such Account(s), respectively;

(i) interest and profits from the investment of moneys in the Condemnation Fund and the Account(s) therein shall be retained in the Condemnation Fund and in such Account(s), respectively;

(j) interest and profits from the investment of moneys in the Operations Contingency Fund shall be retained in the Operations Contingency Fund;

(k) interest and profits from the investment of moneys in the Surplus Fund shall be retained in the Surplus Fund;

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(l) subject to Section 5.11(b) hereof, interest and profits from the investment of moneys in the Rebate Fund shall be retained in the Rebate Fund; and

(m) interest and profits from the investment of moneys in any other Fund or Account shall, at the written direction of the Authorized Borrower Representative, be retained in the respective Fund or Account or deposited into the Bond Fund.

Section 7.03. Trustee's Own Bond or Investment Department. The Trustee may make any and all investments permitted under Section 7.01 hereof through its own bond or investment department, and in connection therewith may charge and collect its or their usual and customary fees and expenses.

Section 7.04. Investment Records. The Trustee shall keep or cause to be kept proper and detailed books of record and account containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation, and application of the moneys held under this Indenture in order to allow the Borrower to perform the calculations required by Section 148(f) of the Code as required by the Loan Agreement. The Trustee agrees to retain investment records relating to the moneys held under this Indenture until three years after the Bonds are no longer Outstanding.

Section 7.05. Investment Agreements. The Trustee shall not be obligated to enter into any investment or similar agreement unless the terms of any such agreement are acceptable to the Trustee in its reasonable discretion, any liability of the Trustee under such agreement shall be limited to actual losses occasioned by the gross negligence or willful misconduct of the Trustee, and the Borrower pays to the Trustee a commercially reasonable additional fee established in good faith in accordance with the Trustee's standard fee schedule and any additional reasonable costs the Trustee incurs in connection with such investment agreement, the Borrower provides the Trustee with satisfactory indemnification with respect to claims or losses under such investment agreement and the Trustee shall not be required to indemnify any party under any investment agreement.

ARTICLE VIII
SUBORDINATION OF RIGHTS OF THE BORROWER

Section 8.01. Subordination of Rights of the Borrower. Pursuant to Section 12.08 of the Loan Agreement and except as otherwise provided therein, the Loan Agreement and the rights and privileges thereunder of the Borrower (other than its rights under Section 10.06 thereof) are specifically made subject and subordinate to the rights and privileges of the Trustee and the Owners of the Bonds set forth in this Indenture.

ARTICLE IX
DISCHARGE OF LIEN

Section 9.01. Discharge; Release of Indenture.

(a) When (i) any Bond shall have become due and payable in accordance with the terms thereof or otherwise as provided in this Indenture, the whole amount of the Debt Service Payments so due and payable on such Bond shall be paid, (ii) if the Bond shall not have become due and

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payable in accordance with the terms thereof, the Trustee shall hold sufficient Defeasance Obligations, the principal of and the interest on which, when due and payable, will provide sufficient money to pay the Debt Service Payments on such Bond to the maturity date of such Bond or to the date specified for the redemption thereof and the Issuer shall cause to be delivered to the Trustee a verification or other appropriate report to such effect issued by an Accountant, (iii) if such Bond is to be called for redemption, irrevocable instructions to call such Bond for redemption shall have been given by the Issuer to the Trustee, and (iv) sufficient funds shall also have been provided or provision shall have been made for paying all other obligations payable hereunder with respect thereto by the Issuer and the Trustee, including any Rebate Amount, then and in that case, the right, title, and interest of the Trustee in the Funds and Accounts, if any, established with respect to such Bond shall then cease, determine, and become void and, on demand of the Issuer and on being furnished with an opinion, in form and substance satisfactory to the Trustee, of counsel approved by the Trustee, to the effect that all conditions precedent to the release of this Indenture or that portion, if any, of the Trust Estate relating to such Bond shall have been satisfied, the Trustee shall release this Indenture or that portion, if any, of the Trust Estate relating to such Bond and shall execute such documents to evidence such release as may be reasonably required by the Issuer and shall transfer to the University any surplus in, and all balances remaining in, all such Funds and Accounts.

(b) Otherwise, this Indenture shall continue and remain in full force and effect; but if Defeasance Obligations shall be deposited with and held by the Trustee as hereinabove provided, (i) in addition to the requirements set forth in Article III hereof but not as a condition to defeasance, the Trustee, within thirty days after such Defeasance Obligations shall have been deposited with it, shall cause a notice signed by the Trustee to be mailed, postage prepaid, to all Owners of Bonds to be paid or redeemed, setting forth (A) the date or dates, if any, designated for the redemption of such Bonds, (B) a description of the Defeasance Obligations so held by it, and (C) that this Indenture or that portion, if any, of the Trust Estate relating to such series of Bonds has been released in accordance with the provisions of this Section, and (ii) the Trustee shall nevertheless retain such rights, powers, and privileges under this Indenture as may be necessary and convenient in respect of such Bonds (A) for the payment of the Debt Service Payments for which such Defeasance Obligations have been deposited, and (B) for the registration, transfer, and exchange of such Bonds.

(c) All money and Defeasance Obligations held by the Trustee under this Section shall be held in trust and applied to the payment, when due, of the obligations payable therewith.

(d) Anything in Article XII hereof to the contrary notwithstanding, if such moneys or Defeasance Obligations shall have been deposited or set aside with the Trustee pursuant to this Article for the payment of the Debt Service Payments on a Bond, but shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Owner of each Bond affected thereby.

ARTICLE X
DEFAULT PROVISIONS AND REMEDIES OF THE TRUSTEE AND THE BONDHOLDERS

Section 10.01. Events of Default. Each of the following events is hereby declared an Event of Default under this Indenture:

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(a) payment of any installment of interest on any Bond shall not be made by or on behalf of the Issuer when the same shall become due and payable;

(b) payment of the principal of any Bond shall not be made by or on behalf of the Issuer when the same shall become due and payable, whether at maturity or by proceedings for redemption or pursuant to a Sinking Fund Requirement or otherwise;

(c) the failure to perform in a punctual manner any other of the covenants, conditions, agreements or provisions contained in this Indenture or any agreement supplemental hereto and the continuation of such failure for thirty days after receipt by the Issuer of a written notice from the Trustee specifying such failure and requiring the same to be remedied, provided, however, that if such performance requires work to be done, action to be taken or conditions to be remedied that by their nature cannot reasonably be done, taken or remedied, as the case may be, within such thirty day period, no Event of Default shall be deemed to have occurred or to exist if, and so long as, the Issuer shall begin such performance within such period and shall diligently and continuously prosecute the same to completion; or

(d) an "Event of Default," event of default, or other material breach, shall have occurred in respect to the Borrower's obligations under any of the other Financing Documents other than the Continuing Disclosure Agreement.

Section 10.02. Acceleration of Maturities. On the happening and continuance of any Event of Default under Section 10.01(a) or (b) hereof, the Trustee may, and, on the written request of a Majority of the Bondholders, shall, by notice in writing to the Issuer, the Borrower, and, if the Trustee is not the Dissemination Agent, the Dissemination Agent, declare the principal of all Bonds then Outstanding (if not then due and payable) to be due and payable immediately, and on such declaration, the same shall become and be immediately due and payable. Upon the happening and continuance of any Event of Default under Section 10.01(c) or (d) hereof, the Trustee shall, on the written request of a Majority of the Bondholders, by notice in writing to the Issuer, the Borrower, and, if the Trustee is not the Dissemination Agent, the Dissemination Agent, declare the principal of all Bonds then Outstanding (if not then due and payable) to be due and payable immediately, and on such declaration, the same shall become and be immediately due and payable. Upon such declaration, interest on the Bonds shall cease to accrue and the Trustee shall promptly notify the Owners of the Bonds of such declaration and that interest on the Bonds shall have ceased to accrue on and as of the date of such declaration. If at any time after the principal of the Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action, or proceeding instituted on account of such Event of Default, or before the completion of the enforcement of any other remedy under this Indenture, money shall have accumulated in the Bond Fund sufficient to pay the principal of all matured Bonds and all arrears of interest, if any, on all Bonds then Outstanding (except the principal of any Bonds not then due and payable by their terms and the interest accrued on such Bonds since the last Interest Payment Date), and the charges, compensations, expenses, disbursements, advances, and liabilities of the Trustee and all other amounts then payable by the Issuer hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee, and every other failure known to the Trustee in the observance or performance of any covenant, condition, or agreement contained in the Bonds, in this

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Indenture (other than a failure to pay the principal of such Bonds then due only because of a declaration under this Section), and in the other Bond Documents shall have been remedied to the satisfaction of the Trustee, then, and in every such case, the Trustee may, and on the written request of the Owners of not less than 25% in aggregate principal amount of the Outstanding Bonds not then due and payable by their terms (Bonds then due and payable only because of a declaration under this Section will not be deemed to be due and payable by their terms) shall, by written notice to the Issuer, the Borrower, the Owners of the Bonds, and, if the Trustee is not the Dissemination Agent, the Dissemination Agent, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon. Upon any declaration of acceleration hereunder, the Trustee shall immediately proceed to exercise such rights as it may have under the Loan Agreement to declare all payments thereunder to be immediately due and payable.

Section 10.03. Trustee May Bring Suit. Upon the happening and continuance of any Event of Default, then and in every such case the Trustee may, and on the written request of a Majority of the Bondholders shall, proceed, subject to the provisions of Section 10.06, Section 10.13, and Section 11.14 hereof, to protect and enforce its rights and the rights of the Owners under the laws of the Commonwealth under this Indenture, the other Security Documents, and the Notes by such suits, actions, or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant, condition, or agreement contained herein or in the other Security Documents or the Notes or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights.

Section 10.04. Application of Funds.

(a) All money received by the Trustee pursuant to any right given or action taken under this Indenture (other than amounts held in the Rebate Fund) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such money and the fees and expenses of the Trustee, be deposited in the Bond Fund and applied to the payment of the Debt Service Payments then due and unpaid in accordance with the provisions of this Indenture. Anything in this Indenture to the contrary notwithstanding, if at any time the money in the Bond Fund shall not be sufficient to pay the interest on or the principal of the Bonds as the same shall become due and payable (either by their terms or by acceleration of maturities under the provisions of Section 10.02 hereof), such money, together with any money then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied as follows:

(i) if the principal of all Bonds shall not have become or shall not have been declared due and payable, all such money shall be applied as follows:

FIRST: to the payment to the persons entitled thereto of all installments of interest on Bonds then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably according to the amounts due on such installment, to the persons entitled thereto, without any discrimination

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or preference except as to any difference in the respective rates of interest specified in such Bonds;

SECOND: to the payment to the persons entitled thereto of the unpaid principal of any Bonds that shall have become due and payable (other than Bonds deemed to have been paid under Article IX hereof), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due and payable on any particular date, then to the payment ratably according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the interest on and the principal of Bonds, to the purchase and retirement of Bonds, and to the redemption of Bonds, all in accordance with this Indenture;

(ii) if the principal of all Bonds shall have become or shall have been declared due and payable, all such money shall be applied to the payment of principal and interest then due on the Bonds, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference; and

(iii) if the principal of all Bonds shall have been declared due and payable and if such declaration thereafter shall have been rescinded and annulled under Section 10.02 hereof, then, subject to Section 10.04(a)(ii) hereof, if the principal of all Bonds shall later become due and payable or shall be declared due and payable, the money then remaining in and thereafter accruing to the Bond Fund shall be applied in accordance with Section 10.04(a)(i) hereof.

(b) Whenever money is to be applied by the Trustee under this Section, the Trustee shall apply such money at such times and from time to time, as the Trustee in its sole discretion shall determine, having due regard for the amount of such money available for such application and the likelihood of additional money becoming available for such application in the future; the setting aside of such money, in trust for the proper purpose, constitutes proper application by the Trustee, and the Trustee shall incur no liability whatsoever to the Issuer, the Borrower and any Owner or to any other person for any delay in applying any such money so long as the Trustee shall act with reasonable diligence, having due regard for the circumstances, and ultimately shall apply the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such money, it shall set the date (which must be an Interest Payment Date unless the Trustee shall deem another date more suitable) on which such application is to be made. The Trustee shall give notice by first class mail, postage prepaid, to all Owners of the setting of any such date and shall not be required to make payment to the Owner of any Bonds until such Bonds are surrendered to the Trustee for cancellation if fully paid.

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Section 10.05. Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee or the Owners on account of any Event of Default shall have been discontinued or abandoned for any reason, then, and in every such case, the Issuer, the Trustee and the Owners shall be restored to their former positions and rights hereunder and under the other Security Documents, respectively, and all rights, remedies, powers, and duties of the Trustee shall continue as though no proceeding had been taken.

Section 10.06. Control of Proceedings by a Majority of the Bondholders. Anything in this Indenture to the contrary notwithstanding, a Majority of the Bondholders shall have the right, subject to Section 11.14 hereof, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, (a) to direct the time, method and place of conducting all remedial proceedings to be taken by the Trustee hereunder or under any other Security Document, if such direction is in accordance with law and this Indenture, and (b) to approve any consent, approval, or waiver requested to be given by the Trustee hereunder.

Section 10.07. Restrictions upon Actions by Individual Owners. Except as provided in Section 10.13 hereof, no Owner shall have any right to institute any suit, action, or proceeding in equity or at law on any Bond or for the execution of any trust hereunder or for any other remedy hereunder unless the Issuer or the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding previously shall have given to the Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted, and unless also the Issuer or the Owners shall have made a written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit, or proceedings in its or their name, and unless, also, there has been offered to the Trustee reasonable security and indemnity against the costs, expenses, and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request, and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or to any other remedy hereunder. Notwithstanding the foregoing provisions of this Section and without complying therewith, the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding may institute any such suit, action, or proceeding in their own names for the benefit of all Owners hereunder. It is understood and intended that, except as otherwise above provided, no one or more Owners have any right in any manner whatsoever by his, her, its, or their action to affect, disturb, or prejudice the security of this Indenture, or to enforce any right hereunder except in the manner provided, that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided and for the benefit of all Owners and that any individual rights of action or other right given to one or more of such Owners by law are restricted by this Indenture to the rights and remedies herein provided.

Section 10.08. Appointment of Receiver. On the occurrence of an Event of Default and on the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee is entitled as a matter of right to the appointment of a receiver or receivers of the amounts payable under the Loan Agreement and the Notes as assigned to the Trustee under this Indenture, pending such proceedings, with such powers as the

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court making such appointments shall confer, whether or not any such amounts is sufficient ultimately to satisfy the Bonds then Outstanding hereunder.

Section 10.09. Enforcement of Rights of Action. All rights of action (including the right to file proof of claim) under this Indenture or under any Bonds may be enforced by the Trustee without the possession of any Bonds or the production thereof in any proceedings relating thereto, and any such suit or proceedings instituted by the Trustee must be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Owners hereby secured, and any recovery of judgment shall be for the equal benefit of the Owners.

Section 10.10. No Remedy Exclusive. No remedy herein conferred on or reserved to the Trustee or the Owners is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy is cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

Section 10.11. Waivers. No delay or omission by the Trustee or any Owner in the exercise of any right or power accruing on any Event of Default shall impair any such right or power or shall be construed to be a waiver of any Event of Default or any acquiescence therein; and every power or remedy given by this Indenture to the Trustee and the Owners may be exercised from time to time and as often as may be deemed expedient.

Section 10.12. Notice of Events of Default.

(a) The Trustee shall mail to the Issuer, all Owners and the Borrower written notice of the occurrence of any Event of Default set forth in Section 10.01 hereof within thirty days after the Trustee shall, under Section 11.01(h) hereof, be deemed to have notice that any Event of Default has occurred.

(b) The Trustee shall mail to the Issuer and the Borrower (i) notice of any Event of Default described in Section 10.01(a), (b), or (c) hereof promptly on occurrence of such default, and (ii) notice of any other Event of Default known to the Trustee within fifteen days of the Trustee's knowledge thereof.

Section 10.13. Right to Enforce Payment of the Bonds Unimpaired. Nothing in this Article shall affect or impair the right of any Owner to enforce the payment of the Debt Service Payments on his, her, or its Bond or the obligation of the Issuer to pay the Debt Service Payments on each Bond to the Owner thereof at the time and place in the Bond expressed.

ARTICLE XI
THE TRUSTEE

Section 11.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, represents and covenants that it is fully empowered under applicable laws and regulations to accept such trusts, and agrees to perform such trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

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(a) The Trustee, before the occurrence of an Event of Default of which it is deemed to have knowledge under paragraph (h) below and after the waiving or curing of all Events of Default of which it is deemed to have knowledge under paragraph (h) below that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth herein. In case an Event of Default of which it is deemed to have knowledge under paragraph (h) below shall have occurred (which shall not have been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture and the other Security Documents, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder and perform any of its duties by or through attorneys, accountants, agents, receivers or employees, and shall not be responsible for the acts of any attorneys, accountants, agents or receivers appointed by it in good faith and without gross negligence, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder and may in all cases pay such reasonable compensation to all such attorneys, accountants, agents, receivers and employees as may be reasonably employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorneys (who may be the attorney or attorneys for the Issuer or the Borrower) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action taken in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital contained herein or in the Bonds (except in respect to the authentication certificate of the Trustee endorsed on the Bonds) or for insuring the property conveyed hereby or for collecting any insurance moneys or for the validity of the execution by the Issuer hereof or any Supplemental Indentures hereto or instruments of further assurance or for the validity or sufficiency of the Security for the Bonds issued hereunder or intended to be secured hereby or for the value or title of the property conveyed hereby or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the property conveyed hereby pursuant to any provision hereof, it shall use the same degree of care and skill in the performance of its duties as a prudent person would exercise under the circumstances in the conduct of his or her own affairs in preserving such property. The Trustee shall have no duty to verify or investigate the accuracy of the recitations or figures provided in any requisition. The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Borrower under the Loan Agreement, the Borrower Documents, the Security Documents, or this Indenture except as herein expressly set forth. The Trustee shall perform all of the duties or obligations set forth for it under the Loan Agreement, but shall not be answerable for the performance of any such duty or obligation for other than its gross negligence or willful misconduct.

(d) The Trustee shall not be accountable for the use of the proceeds from the sale of the Bonds disbursed in accordance with the provisions of the Loan Agreement. The

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Trustee may become the Owner of Bonds secured hereby with the same rights that it would have if not Trustee.

(e) The Trustee shall be protected in acting (or refraining from acting) in good faith upon any notice, request, resolution, consent, certificate, judgment, decree, order, affidavit, letter, telegram, or other paper or document, or oral communication or direction (including any of the foregoing provided to it by Electronic Means), reasonably believed to be genuine and correct and to have been signed or sent or given by the proper person or persons. The Trustee shall be entitled to request and receive written instructions from the Issuer or the Borrower, as applicable, and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Trustee in accordance with the written direction of such party. The Trustee shall not unreasonably withhold its consent to, approval of, or action with respect to any reasonable request of the Borrower provided that the Borrower, if required by the Trustee, has provided the Trustee with security and indemnity, satisfactory to the Trustee in its sole discretion, against any costs, expenses, and liabilities to be incurred thereby. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Bond shall be conclusive and binding upon all future Owners of the same Bond and of any Bond or Bonds issued in exchange therefor or upon transfer of or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceedings, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by the Authorized Issuer Representative or by the Chair and attested by the Secretary of the Issuer and upon a certificate signed on behalf of the Borrower by the Authorized Borrower Representative or by the President of the Foundation as sufficient evidence of the facts therein contained and before the occurrence of an Event of Default of which the Trustee shall have been notified or of which it shall be deemed to have notice as provided in paragraph (h) below, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Secretary of the Issuer to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such a resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable with respect to any such permissive right or liable for any acts or omissions except for such losses, damages, or expenses directly resulting from its gross negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any failure on the part of the Issuer to comply with the terms hereof or any other Issuer Document or the Borrower to comply with the terms of the Loan Agreement or any other Borrower Document except:

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(i) failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article V hereof, and

(ii) failure by the Borrower to make any of the payments to the Trustee required to be made by Section 5.02 of the Loan Agreement,

unless the Trustee shall be specifically notified in writing of such failure by the Issuer or by a Majority of the Bondholders. All notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered to a Responsible Officer at the Office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no such failure to comply except as aforesaid. Notwithstanding any other provision of this Indenture, no right of the Trustee to indemnification shall relieve the Trustee from responsibility for making Debt Service Payments when due from money available to it or accelerating the Bonds as required pursuant to Section 10.02 hereof.

(i) The Trustee shall not be liable for any debts contracted or for damages to persons or to personal property injured or damaged or for salaries or nonfulfillment of contracts during any period in which it may be in the possession of or managing the Project as in this Indenture provided, other than for its gross negligence or willful misconduct.

(j) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants, and representatives shall have the right, but shall not be required, to inspect any and all of the Project, including all books, papers, and records of the Issuer pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired, subject to the limitations imposed upon such rights of inspection pursuant to Section 8.02 of the Loan Agreement.

(k) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder or otherwise in respect of the premises hereof or to file any returns or reports to any court in the execution of its trusts.

(l) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any action whatsoever within the purview hereof, the delivery of any showings, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of any such action by the Trustee, deemed reasonably necessary for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or the taking or omitting of any other action by the Trustee.

(m) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law or by this Indenture. Neither the Trustee nor any paying agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

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(n) The Trustee may construe any provision hereof insofar as such may appear to it to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provision by the Trustee shall be binding upon the Bondholders and the Issuer.

(o) The Trustee shall not be liable and shall be fully protected with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of a Majority of the Bondholders relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Indenture.

(p) No provisions hereof shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

(q) The Trustee makes no representations as to (i) the value, condition, or sufficiency of any assets pledged or assigned as security for the Bonds; (ii) the right, title, or interest of the Issuer or the Borrower therein; (iii) the security provided thereby or by this Indenture, the other Bond Documents, or the Security Documents; (iv) the technical or financial feasibility of the Project; (v) the compliance of the Project with the Act; or (vi) the tax-exempt status of any Tax Exempt Bonds. The Trustee is not accountable for the use or application by the Borrower of any of the Bonds or the proceeds of the Bonds or for the use or application of any money paid over by the Trustee in accordance with any provision of this Indenture, the other Bond Documents, or the Security Documents. The Trustee shall have no duty to prepare or file any federal or state tax report or return with respect to any funds held hereunder or any income earned thereon.

(r) In no event shall the Trustee be responsible or liable for special, indirect, punitive, incidental, or consequential loss or damage of any kind whatsoever (including loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(s) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; quarantine restrictions; riots; interruptions, loss, or malfunctions of utilities, computers (hardware or software), or communications services; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(t) The Trustee shall have no obligation to file, record, authorize, or obtain any financing statements, notices, instruments, documents, agreements, consents, or other papers as shall be necessary to (i) create, preserve, perfect, or validate the security interest granted to the Trustee pursuant to this Indenture or any other Security Documents, or (ii) enable the Trustee to exercise and enforce its rights hereunder or under any other Bond Documents with respect to such pledge and security interest; provided, however, that the Trustee will file

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UCC-3 continuation statements upon receipt of a written request therefor from the Borrower or the Issuer not more than sixty nor less than ten days before the date of the requested filing. In addition, the Trustee shall have no responsibility or liability (1) in connection with the acts or omissions of the Issuer or the Borrower in respect of the foregoing, or (2) for or with respect to the legality, validity, and enforceability of any security interest created in the such collateral or the perfection and priority of such security interest.

(u) The Trustee shall have no responsibility for any information in any official statement, offering memorandum, or other disclosure material distributed with respect to the Bonds and the Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(v) The Trustee's immunities and protections from liability and its right to compensation and indemnification in connection with the performance of its duties under this Indenture and the other Bond Documents, Security Documents, and Borrower Documents shall extend to the Trustee's officers, directors, agents, attorneys, and employees. Such immunities and protections and right to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal and final payment of the Bonds.

(w) Any term of this Indenture or any other Bond Document, Security Document, or Borrower Document to the contrary notwithstanding, and notwithstanding an agreement of indemnity, the Trustee shall have no responsibility, obligation, or duty to enter upon, or otherwise take possession or control of, any property, or to take any other action that could constitute taking possession or control of any property, unless and until the Trustee shall be satisfied, in its sole discretion and determination, that neither it nor the trusts created hereby shall incur, by reason of such action, any liability under any federal or state law for hazardous wastes, hazardous materials, or other environmental liabilities. If the Trustee shall believe it prudent or appropriate before taking any action with respect to possession or control of the property, the Trustee may contract for, at the expense of the trusts created hereby, an environmental inspection of such property.

(x) Whether or not expressly so provided, every provision of this Indenture and the other Bond Documents, Security Documents, or Borrower Documents relating to the conduct or affecting the liability of or affording protection of the Trustee is subject to the provisions of this Article.

Section 11.02. Fees, Charges, and Expenses of the Trustee. The Trustee shall be entitled to payment or reimbursement for reasonable fees for Ordinary Services of the Trustee rendered hereunder, and all advances, attorneys' fees, and other Ordinary Expenses of the Trustee reasonably made or incurred by the Trustee in connection with such Ordinary Services of the Trustee, and if the Trustee performs Extraordinary Services of the Trustee, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable Extraordinary Expenses of the Trustee in connection therewith; provided that if such Extraordinary Services of the Trustee or Extraordinary Expenses of the Trustee are the result of the gross negligence or willful misconduct of the Trustee, the Trustee shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as bond

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registrar and paying agent for the Bonds as hereinabove provided. Notwithstanding any other provision hereof or of the Loan Agreement to the contrary, upon the occurrence and continuation of an Event of Default, payments to the Trustee for services hereunder shall be superior to the payment of Debt Service Payments on the Bonds, and the Trustee shall have a first and prior lien on the Trust Estate for payment of its fees and expenses.

Section 11.03. Notice to Bondholders If Payment Default Occurs. If a failure to comply shall occur of which the Trustee is required to take notice pursuant to Section 11.01(h) hereof or if notice of a failure to comply shall be given as provided in Subsection 11.01(h) hereof, the Trustee shall give such notice to the Issuer as is specified in Section 10.12 hereof and shall give written notice thereof by first class mail, within fifteen days (unless such failure to comply shall have been cured or waived), to the Owners of all Bonds then Outstanding shown by the Bond Register, provided that, except in the case of a failure to make due and punctual payment of the Debt Service Payments on any Bond, the Trustee may withhold such notice to the Bondholders if and so long as the board of directors, the executive committee, or a trust committee of directors or responsible officers of the Trustee in good faith determine that the withholding of such notice is in the interests of the Bondholders.

Section 11.04. Intervention by the Trustee. The Trustee may intervene on behalf of Bondholders in any judicial proceeding to which the Borrower shall be a party and which, in the reasonable opinion of the Trustee and its counsel, shall have a substantial bearing on the interests of Owners of the Bonds and shall do so if requested in writing by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding and the indemnity required by Section 11.14 hereof shall have been provided. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 11.05. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell, lease, or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, among other things, shall be and become successor trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, rights, obligations, duties, remedies, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided however that such successor trustee meets the requirements of Section 11.08 hereof and provided further that notice of any successor trustee resulting from such conversion, sale, merger, consolidation, or transfer shall be provided to the Borrower and the Issuer.

Section 11.06. Resignation by the Trustee. The Trustee and any successor trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Issuer, to the Borrower, and, by first class (postage prepaid) mail, to each Bondholder shown on the Bond Register, and such resignation shall take effect at the appointment of a successor trustee pursuant to the provisions of Section 11.08 hereof and acceptance by the successor trustee of such trusts. Such notice to the Issuer and to the Borrower may be served personally or sent by registered or certified mail. If no successor trustee shall have been so appointed by the Bondholders pursuant to Section 11.08

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hereof within thirty days after delivery of such notices, a temporary trustee may be appointed by the Issuer pursuant to Section 11.08 hereof. If no successor trustee shall have been appointed and shall have accepted appointment within thirty days of the giving of written notice by the resigning trustee as aforesaid, the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor trustee. The Trustee's right to indemnity, the Trustee's rights to any unpaid amounts due to the Trustee, and the Trustee's rights to reimbursement of fees and expenses and any other amount due to the Trustee under Section 11.02 hereof shall survive the Trustee's resignation.

Section 11.07. Removal of the Trustee. The Trustee may be removed at any time (i) by the Issuer for any breach of the trusts set forth herein or any failure or refusal to act as trustee, (ii) by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by a Majority of the Bondholders, or (iii) by an instrument in writing delivered to the Trustee and to the Issuer signed by the Borrower, provided that no Event of Default under this Indenture or the Loan Agreement shall have occurred and be continuing, and provided, further, that any removal without cause shall require at least thirty days' prior written notice to the Trustee. Removal of the Trustee shall not be effective until a successor or temporary Trustee shall have been appointed pursuant to Section 11.08 hereof and the Trustee shall have been paid for all Ordinary Services and Extraordinary Services of the Trustee rendered hereunder and for all Ordinary Expenses and Extraordinary Expenses of the Trustee incurred hereunder.

Section 11.08. Appointment of Successor Trustee. If the Trustee hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, the Borrower may (to the extent that no Event of Default shall have occurred and be continuing under the Loan Agreement), with the prior written consent of the Issuer, appoint a successor Trustee and shall confirm such appointment in writing delivered personally or sent by first class mail, postage prepaid, to the Issuer, the retiring Trustee and the successor Trustee.

If the Trustee shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, to the extent that an "Event of Default" shall have occurred and be continuing under the Loan Agreement, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the Issuer, the retiring Trustee, the successor Trustee and the Borrower.

Pending such appointment by the Borrower or the Bondholders, the Issuer may, with the consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Loan Agreement), appoint a temporary successor Trustee by an instrument in writing signed by an authorized officer of the Issuer, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the retiring Trustee, the successor Trustee and the Borrower. If no permanent successor Trustee shall have been appointed by the Borrower or the

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Bondholders within the six calendar months next succeeding the month during which the Issuer appoints such a temporary Trustee, such temporary Trustee shall, without further action on the part of the Issuer or the Bondholders, become the permanent successor Trustee.

If the Borrower, the registered owners or the Issuer fail to so appoint a successor Trustee (whether permanent or temporary) hereunder within forty-five days after the Trustee has given notice of its resignation, has been removed, has been dissolved, has otherwise become incapable of acting hereunder or has been taken under control by a public officer or receiver, the Trustee shall have the right to petition a court of competent jurisdiction to appoint a successor hereunder.

Every such Trustee appointed pursuant to the provisions of this Section shall make the representations set forth in Section 11.20 hereof.

Section 11.09. Concerning Any Successor Trustee. Every successor trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, remedies, immunities, privileges, duties, and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, and upon payment of all amounts due such predecessor pursuant to Section 11.02 hereof, execute and deliver an instrument transferring to such successor trustee all the estates, properties, obligations, duties, remedies, immunities, privileges, rights, powers, and trusts of such predecessor hereunder, and every predecessor trustee shall deliver all securities and moneys held by it as trustee hereunder to its successors, and every predecessor trustee shall deliver the Bond Register to its successors. Should any instrument in writing from the Issuer be required by a successor trustee for more fully and certainly vesting in such successor the estates, trusts, rights, obligations, remedies, immunities, privileges, rights, powers, and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged, and delivered by the Issuer. The resignation of any trustee and the instrument or instruments removing any trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor trustee in each recording office where this Indenture or a financing statement relating hereto shall have been filed or recorded, if any.

Section 11.10. Right of the Trustee to Pay Insurance, Taxes, and Other Charges. In case any tax, assessment, or governmental or other charge upon, or insurance premium with respect to, any part of the property herein conveyed is not paid as required herein or in the Loan Agreement and is not being contested pursuant to Section 6.03 of the Loan Agreement, the Trustee may pay such tax, assessment, or governmental or other charge, or insurance premium, without prejudice, however, to any rights of the Trustee or the Bondholders hereunder arising in consequence of such failure, and any amount at any time so paid under this Section or Section 6.08 of the Loan Agreement, with interest thereon from the date of payment at the Prime Rate, shall become an additional obligation secured by this Indenture and the same shall be given a preference in payment over any of the Bonds and shall be paid out of the revenues herein pledged to the payment of the Bonds if not otherwise caused to be paid, but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% in the aggregate principal amount

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of all Bonds then Outstanding and shall have been provided with adequate funds for the purpose of such payment.

Section 11.11. Trustee Protected in Relying Upon Resolutions. The resolutions, opinions, certificates, and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection, and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 11.12. Successor Trustee as Trustee of Funds and Accounts, as Paying Agent and as Bond Registrar. Upon a change in the office of trustee, the predecessor trustee that has resigned or has been removed shall cease to be trustee or depository of the Bond Fund, the Redemption Fund, the Cost of Issuance Fund, the Construction Fund, the Debt Service Reserve Fund, the Repair and Replacement Fund, the Insurance Fund, the Condemnation Fund, the Operations Contingency Fund, the Surplus Fund and any special trust funds hereunder created and shall cease to be paying agent for the payment of Debt Service Payments on the Bonds and shall cease to be bond registrar, and the successor trustee as qualified under Section 11.08 hereof shall become such trustee or depository, paying agent, and bond registrar.

Section 11.13. Trust Estate May Be Vested in Separate Trustee or Co Trustee.

(a) It is the purpose hereof that there shall be no violation of any law of any jurisdiction (including, particularly, the laws of the Commonwealth) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Financing Documents and in particular in case of the enforcement of either on an Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee or may not hold title to the Trust Estate, in trust, as herein granted, or may not take any other action that may be necessary or desirable in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate trustee or co-trustee. The following provisions of this Section are adopted to these ends.

(b) The Trustee may appoint one or more persons to act as co-trustee or co-trustees. If the Trustee appoints an additional individual or institution as a separate trustee or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, duty, obligation, interest, security interest, and lien expressed or intended by this Indenture to be exercised by or vested in or granted or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate trustee or co-trustee but only to the extent necessary to enable such separate trustee or co-trustee to exercise such powers, rights, and remedies, and every covenant and obligation necessary to the exercise thereof by such separate trustee or co-trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance, or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him, her, or it such properties, rights, powers, trusts, duties, and obligations, any and all such deeds, conveyances, and instruments in writing shall, on request, be executed, acknowledged, and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign, or be removed, all the estates, properties,

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rights, powers, trusts, duties, and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 11.14. Indemnification of Trustee. Before taking any action or refraining from taking any action under this Indenture at the direction or request of the Bondholders, the Trustee may require that security or indemnity (satisfactory to the Trustee is its sole discretion) be furnished for reimbursement of all expenses it may incur and to protect it against all liabilities, except for liability that is adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee by reason of any action so taken.

Section 11.15. List of Bondholders. Except for any period of time during which all of the outstanding Bonds are registered under the Book-Entry System, the Trustee shall keep on file a list of names and addresses of all Owners of Bonds as may from time to time be shown on the Bond Register in the hands of the Trustee together with the principal amount and numbers of such Bonds. The Trustee shall be under no responsibility with regard to the accuracy of such list. At reasonable times and under reasonable regulations established by the Trustee and provided that the list may be available for inspection under applicable law, the list may be inspected and copied by the Issuer, the Underwriter, or the Owners (or a designated representative thereof) of 15% or more in aggregate principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 11.16. Borrower's Financial Statements. Upon the written request of any Owner, the Trustee, at the expense of such Owner, shall deliver to such Owner of a copy of any of the financial statements of the Borrower that are delivered to the Trustee by the Borrower pursuant to Section 8.05 of the Loan Agreement.

Section 11.17. Information from the Trustee.

(a) On or before the fifteenth day of each month, the Trustee shall file a statement with the Issuer and the Borrower setting forth the following information with respect to the preceding calendar month or year, as applicable:

(i) the amount withdrawn or transferred by it and the amount deposited with it on account of each fund or account held by it under the provisions of this Indenture;

(ii) the amount on deposit with it at the end of such month, in each such fund or account;

(iii) a brief description of all Permitted Investments held by it in each such fund or account;

(iv) the amount applied to the purchase or redemption of Bonds under the provisions of Article III hereof and a description of the Bonds or portions thereof so purchased or redeemed; and

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(v) any other information in its possession that the Borrower may reasonably request.

(b) The Trustee shall make available for inspection by the Issuer and the Borrower and their agents and representatives, upon reasonable notice, all records and reports retained by the Trustee relating to the Project and the Bonds.

(c) The Trustee shall also notify the Issuer and the Borrower in writing on or before [August 15] of each year of the aggregate principal amount of Bonds Outstanding as of [July 1] of such year.

Section 11.18. Trustee May Own Bonds. The Trustee, in its commercial banking or in any other capacity, may in good faith buy, sell, own, hold, and deal in any of the Bonds and may join in any action which any Bondholder may be entitled to take with like effect as if it were not Trustee. The Trustee, in its commercial banking or in any other capacity, may also engage in or be interested in any financial or other transaction with the Borrower or the Issuer and may act as depository, trustee, or agent for any committee of Bondholders secured hereby or other obligations of the Issuer or Borrower as freely as if it were not Trustee. The provisions of this Section shall extend to affiliates of the Trustee.

Section 11.19. Additional Duties of Trustee.

(a) The Trustee shall keep such books and records with respect to the Bonds as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Trustee, and the Borrower at all reasonable times.

(b) The Trustee shall, as long as a book entry system is in effect for the Bonds, comply with the DTC Representation Letter and perform all duties required of it thereunder.

(c) The Trustee shall keep, or cause to be kept, proper books of records and accounts in which complete and accurate entries shall be made of all funds and accounts established by or pursuant to this Indenture, which shall be at all reasonable times be subject to the inspection by the Issuer or Owners (or a designated representative thereof).

Section 11.20. Representations, Warranties, and Covenants of the Trustee. All federal, Commonwealth, and local governmental, public, and regulatory authority approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings that are required to have been obtained or made by the Trustee with respect to the authorization, execution, delivery, and performance by, or the enforcement against or by, the Trustee of this Indenture have been obtained and are in full force and effect and all conditions of such approvals, consents, notices, authorizations, registrations, licenses, exemptions, and filings have been fully complied with. The Trustee is not required to (i) qualify or obtain any certificate of authority to do business in the Commonwealth or pay any fees or taxes required of foreign entities doing business in the Commonwealth, or (ii) subject to any filing requirement applicable to foreign entities doing business in the Commonwealth, in either case solely as a result of executing, delivering, or performing this Indenture. The Trustee has a combined capital and surplus of at least $50,000,000, as set forth in its most recent published annual report of condition, or, alternatively, a liability policy having the type of coverage and in an amount

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acceptable to the Issuer and the Borrower. The Trustee has an operations group of at least four experienced trust officers, with primary responsibility for municipal bond issues. The Trustee administers at least twenty-five municipal bond indentures aggregating at least $25,000,000 under its administration.

ARTICLE XII
AMENDMENT OF INDENTURE

Section 12.01. Amendments to Indenture and Supplemental Indentures Not Requiring Consent of the Bondholders.

(a) The Issuer and the Trustee may, without the consent of or notice to any of the Bondholders, enter into an amendment to this Indenture or an indenture supplemental to this Indenture for any one or more of the following purposes:

(i) to cure any error, ambiguity, or formal defect or omission in, or to correct or supplement any defective provision of, this Indenture;

(ii) to add to the covenants and agreements of, and limitations and restrictions upon, the Issuer in this Indenture other covenants, agreements, limitations, and restrictions to be observed by the Issuer for the protection of the Bondholders;

(iii) to evidence the appointment of a separate trustee or a co-trustee, or the succession of a new trustee or the appointment of a new or additional paying agent or bond registrar;

(iv) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, benefits, security, liabilities, duties, or authority that may lawfully be granted to or conferred or imposed upon the Bondholders or the Trustee or either of them;

(v) to subject to the lien and security interest hereof additional revenues, properties, or collateral;

(vi) to modify, amend, or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of any Bonds for sale under the securities laws of any state, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions, and provisions as may be permitted by the Trust Indenture Act of 1939, as amended, or any similar federal statute;

(vii) to modify, amend, or supplement this Indenture in such manner as to assure the continued exclusion of the interest on any Tax Exempt Bonds from the gross income of the Owners thereof for federal income tax purposes;

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(viii) to comply with any provisions of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or any rules or regulations promulgated thereunder;

(ix) to reflect a change in applicable law, provided that the Trustee shall determine that such amendment or Supplemental Indenture does not prejudice the rights of Bondholders;

(x) to make any other change herein that, in the judgment of the Trustee (which may be in reliance upon an opinion of counsel), shall not prejudice or materially adversely affect the Bondholders or impair the Security.

(b) The Issuer and the Trustee shall, without the consent of or notice to any of the Bondholders, enter into a Supplemental Indenture (i) in connection with the issuance of any series of Additional Bonds (including Refunding Bonds) in accordance with Section 2.11 hereof and the inclusion of additional Security, if any, in connection therewith, (ii) to the extent necessary with respect to any Additional Housing Facilities that may form a part of an Additional Project, so as to identify the same more precisely or to substitute or add Additional Housing Facilities as Security, or (iii) with respect to any changes required to be made in the description of the Security in order to conform with similar changes made in the Loan Agreement as permitted by Section 13.01 hereof.

Section 12.02. Amendments to Indenture and Supplemental Indentures Requiring Consent of the Bondholders.

(a) Exclusive of amendments and indentures supplemental hereto governed by Section 12.01 hereof and subject to the terms and provisions contained in this Section and not otherwise, the Requisite Number of Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of an amendment to this Indenture or such indenture supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Indenture, in any amendment to this Indenture, or in any Supplemental Indenture; provided, however, that nothing contained in this Section shall permit, or be construed as permitting:

(i) an extension of the stated maturity or reduction in the principal amount of, or a reduction in the rate or an extension of the time of payment of interest on, or a reduction of any premium payable on the redemption of, any Bonds, without the consent of every Owner of such Bonds;

(ii) the creation of any lien or security interest (other than any Permitted Encumbrances) before or on a parity with the lien and security interest hereof, without the consent of the Owners of all the Bonds at the time Outstanding that would be affected by the action to be taken;

(iii) a reduction in the amount, or an extension of the time of any payment, required by the mandatory sinking fund redemption provisions of Section 3.03 hereof,

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without the consent of the Owners of all the Bonds at the time Outstanding that would be affected by the action to be taken;

(iv) a reduction in the aforesaid aggregate principal amount of Bonds the Owners of which are required to consent to any such amendment or Supplemental Indenture, without the consent of the Owners of all the Bonds at the time Outstanding;

(v) the modification of the trusts, powers, obligations, remedies, privileges, rights, duties, or immunities of the Trustee, without the written consent of the Trustee;

(vi) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, without the consent of all of the Owners of all the Bonds then Outstanding; or

(vii) the release of or requirements for the release hereof, without the consent of the Owners of all the Bonds at the time Outstanding.

(b) If, at any time, the Issuer shall request the Trustee to enter into any such amendment or Supplemental Indenture for any of the purposes allowed by this Section, the Trustee shall, upon being reasonably indemnified with respect to expenses, cause notice of the proposed execution of such amendment or Supplemental Indenture to be given in substantially the manner provided in Section 3.07 hereof with respect to redemption of Bonds. Such notice shall briefly set forth the nature of the proposed amendment or Supplemental Indenture and shall state that copies thereof are on file at the Office of the Trustee for inspection by all Bondholders. If, within sixty days or such longer period as shall be reasonably prescribed by the Issuer following the giving of such notice, the Requisite Number of Bondholders (or, if required, all of the Bondholders affected by the action taken) shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein or to the operation thereof or in any manner to question the propriety of the execution thereof or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such amendment or Supplemental Indenture as permitted and provided by this Section, this Indenture shall be and be deemed to be modified and amended in accordance therewith. The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of an amendment or Supplemental Indenture has been effected in compliance with the provisions of this Article.

(c) Notwithstanding anything herein to the contrary, if the Borrower shall not be in default under the Loan Agreement at such time, an amendment hereto or Supplemental Indenture under this Article that affects any rights or obligations of the Borrower or that changes the priority or use of moneys under this Indenture shall not become effective unless and until the Borrower shall have consented to the execution and delivery of such amendment or Supplemental Indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such amendment or Supplemental Indenture, together with a copy of such amendment or Supplemental Indenture, to be mailed by certified or registered mail or personally delivered to the Borrower at least fifteen days before the proposed date of execution and delivery of any such amendment or Supplemental Indenture. Under such circumstances, the Borrower shall be deemed to have consented to the execution and delivery of any such amendment or Supplemental Indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Borrower on or before

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4:30 p.m. on the fifteenth day after the mailing of such notice and a copy of the proposed amendment or Supplemental Indenture.

(d) The Trustee shall not be obligated to sign any amendment or supplement to this Indenture or the Bonds as authorized by this Article if such amendment or supplement, in the judgment of the Trustee, might adversely affect the rights, duties, liabilities, protections, indemnities or immunities of the Trustee. In signing any such amendment or supplement, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of Bond Counsel stating that such amendment or supplement is authorized by this Indenture and will not impair the exclusion of the interest on any Tax Exempt Bonds from the gross income of the Owners thereof for federal income tax purposes.

(e) Notwithstanding anything herein to the contrary, no amendment hereto or Supplemental Indenture under this Article that affects the rights and obligations of the University under the Ground Lease shall become effective without the prior written consent of the University.

ARTICLE XIII
AMENDMENT OF OTHER FINANCING DOCUMENTS

Section 13.01. Amendments to Other Financing Documents Not Requiring Consent of the Bondholders. The Issuer and the Trustee shall, without the consent of or notice to the Bondholders, consent to any supplement, amendment, change, or modification of the Financing Documents (including a Supplemental Loan Agreement) other than this Indenture for any one or more of the following purposes: (a) as may be required or permitted by the Ground Lease, the Initial Loan Agreement, or this Indenture; (b) in connection with the issuance of Additional Bonds (including Refunding Bonds) as provided in Section 2.11 hereof; (c) for the purpose of curing any error, ambiguity, or formal defect or omission therein, or to correct or supplement any defective provision thereof; (d) in connection with the land and interests in land, buildings, machinery, equipment, and other real or personal property described in the Ground Lease, the Leasehold Mortgage, or the Security Agreement so as to identify more precisely the same or to substitute or add additional land or interests in land, buildings, machinery, equipment, or other real or personal property; (e) so as to add additional rights acquired in accordance with the provisions of the Financing Documents; (f) to substitute a new "Borrower" under the Loan Agreement as provided therein; (g) to comply with any provisions of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or any rules or regulations promulgated thereunder; (h) to grant to or confer upon the Issuer or Trustee, for the benefit of the Bond Owners, any additional rights, remedies, powers, or authorities that lawfully may be granted to or conferred upon the Issuer or the Trustee; (i) to amend or modify the Loan Agreement, or any part thereof, in any manner specifically required or permitted by the terms thereof, including as may be necessary to maintain the exclusion from gross income for purposes of federal income taxation of the interest on any Tax Exempt Bonds; (j) to provide that the Bonds may be secured by a credit facility or other additional security not otherwise provided for in this Indenture or the Loan Agreement; (k) to modify, amend, or supplement the Loan Agreement, or any part thereof, or any supplement thereto, in such manner as the Trustee and Borrower deem necessary in order to comply with any statute, regulation, judicial decision, or other law relating to secondary market disclosure requirements with respect to tax-exempt obligations of the type that includes the Tax Exempt Bonds; (l) to provide for the appointment of a successor securities

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depository; (m) to provide for the availability of certificated Bonds; (n) to provide for changes in the components of the Project, to the extent permitted by this Indenture, the Loan Agreement, and the Ground Lease; or (o) to make any other change therein that, in the judgment of the Trustee (which may rely on an opinion of counsel), does not prejudice the Trustee or materially adversely affect the Bondholders.

Notwithstanding the foregoing or the provisions of Section 13.02 hereof, amendments to the Tax Agreement or the Project Certificate may be made without the consent of the Issuer, the Trustee, or the Bondholders, provided that a Favorable Opinion of Bond Counsel is delivered with respect to such amendments.

Section 13.02. Amendments to Other Financing Documents Requiring Consent of the Bondholders.

(a) Except for the amendments, changes, or modifications as provided in Section 13.01 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change, or modification of the Financing Documents or any of them other than this Indenture without giving notice to and obtaining the written approval or consent of the Requisite Number of Bondholders given and procured as in this Section provided; provided, however, that nothing in this Section or Section 13.01 hereof shall permit, or be construed as permitting, (i) an extension of the time for payment of any amounts payable under the Loan Agreement or a reduction in the amount of any payment or in the total amount due under the Loan Agreement, without the consent of the Owners of all of the Bonds at the time Outstanding, or (ii) a reduction in the aforesaid aggregate principal amount of Bonds the Owners of which are required to consent to any such amendment, change, or modification of such other Financing Documents, without the consent of the Owners of all of the Bonds at the time Outstanding. If, at any time, the Issuer and the Borrower shall request the consent of the Trustee to any such proposed amendment, change, or modification of such other Financing Documents, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change, or modification to be given in the same manner as provided by Section 12.02 hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed amendment, change, or modification and shall state that copies of the instrument embodying the same are on file at the Office of the Trustee for inspection by all Bondholders. If, within sixty days or such longer period as shall be prescribed by the Issuer following the giving of such notice, the Trustee and the Requisite Number of Bondholders (or, if required, all of the Bondholders affected by the action taken) shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein or to the operation thereof or in any manner to question the propriety of the execution thereof or to enjoin or restrain the Trustee from consenting to the execution thereof or to enjoin or restrain the Issuer or the Borrower from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such amendment, change, or modification as in this Section permitted and provided, such other Financing Documents shall be and be deemed to be modified, changed, and amended in accordance therewith.

(b) The Trustee shall not be obligated to sign any amendment or supplement to the Financing Documents if such amendment or supplement, in the judgment of the Trustee, might adversely affect the rights, duties, liabilities, protections, indemnities, or immunities of the Trustee.

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In signing any such amendment or supplement, the Trustee shall receive, and shall be fully protected in relying on, an opinion of Bond Counsel stating that such amendment or supplement is authorized by this Indenture and will not impair the exclusion of the interest on any Tax Exempt Bonds from the gross income of the Owners thereof for federal income tax purposes.

(c) Anything herein to the contrary notwithstanding, no amendment or supplement to the Financing Documents that affects the rights and obligations of the University under the Ground Lease shall become effective without the prior written consent of the University.

ARTICLE XIV
MISCELLANEOUS

Section 14.01. Consents of Bondholders. Any consent, request, direction, approval, waiver, objection, or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any consent, request, direction, approval, waiver, objection, or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes hereof and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) the fact and date of the execution by any person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such instrument or writing acknowledged to him or her the execution thereof; where such execution is by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such affidavit or certificate shall also constitute sufficient proof of his or her authority;

(b) the fact of ownership of Bonds and the amount or amounts, numbers, other identification of such Bonds and the date of ownership shall be proved by the Bond Register;

(c) any request, consent or vote of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Issuer in pursuance of such request, consent, or vote; and

(d) in determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent, or waiver under this Indenture, Bonds that are owned by the Issuer, by the Borrower or by any other obligor under the Loan Agreement or on the Bonds, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer, the Borrower or any other obligor under the Loan Agreement or on the Bonds, shall be disregarded and deemed not to be outstanding for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent, or waiver (unless all of the Bonds are so owned), but only Bonds that the Trustee knows to be so owned shall be

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disregarded; Bonds so owned that have been pledged in good faith may be regarded as outstanding for the purposes of this Section if the pledge shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledge is not a person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer, the Borrower or any other obligor under the Loan Agreement or on the Bonds; in case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Section 14.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Borrower and the Owners of the Bonds any legal or equitable right, remedy, or claim under or in respect to this Indenture, or any covenants, conditions, and provisions herein contained. This Indenture and all of the covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto, the Borrower and the Owners of the Bonds herein provided for.

Section 14.03. Severability.

(a) If any provision hereof shall be held or be deemed to be or shall, in fact, be illegal, invalid, inoperative, or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained illegal, invalid, inoperative, or unenforceable to any extent whatever.

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

Section 14.04. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, return receipt requested or shall be sufficiently given and deemed given when dispatched by facsimile transmission, or shall be sufficiently given and deemed given when sent by Electronic Means, or by personal delivery addressed as follows:

If to the Issuer:
Kentucky Bond Development Corporation
c/o Kentucky League of Cities
100 East Vine Street, Suite 800
Lexington, Kentucky 40507
Attention: Secretary
Telephone: (859) 977-3745
Email: rmiller@klg.org

If to the Borrower:
Collegiate Housing Foundation – Bowling Green, L.L.C.
c/o Collegiate Housing Foundation
409 Johnson Avenue
Fairhope, Alabama 36532

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Attention: President
Telephone: (251) 928 9340
Email: willgivhan@collegiatehousing.org

Copies of all notices sent to the Borrower must be sent to the University.

If to the University: Western Kentucky University
Office of the President
Craig Administration Building
1906 College Heights Boulevard, #11001
Bowling Green, Kentucky 42101
Attention: President
Email: president@wku.edu

If to the Underwriter: RBC Capital Markets, LLC
225 Franklin Street, Suite 2150
Boston, Massachusetts 02110
Attention: Casey Fox
Telephone: (617) 725-2005
Email: casey.fox@rbccm.com

If to the Trustee: Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, Minnesota 55402
Attention: Corporate Trust
Telephone: (612) 217 5672
Email: Llewis6@wilmingtontrust.com

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Receipt of notices, certificates, or other communications hereunder shall occur upon actual delivery (whether by mail, Electronic Means, email, messenger, courier service, or otherwise) to any Person at any location where such Person may be found, or to an officer, agent or employee of such Person at the address of such Person set forth above, subject to change as provided hereinabove. An attempted delivery in accordance with the foregoing, acceptance of which is refused or rejected, shall be deemed to be and shall constitute receipt; and an attempted delivery in accordance with the foregoing by mail, email, messenger, or courier service (whichever is chosen by the sender) that is not completed because of changed address of which no notice was received by the sender in accordance with this provision before the sending of the notice, certificate, or other communication shall also be deemed to be and constitute receipt. A duplicate copy of each notice, certificate, or other communication given hereunder shall also be given to the Trustee. Any party named in this Section may, by notice given to all parties to this Indenture and the Loan Agreement, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 14.05. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date for any payment of interest on or principal of any Bonds or the date fixed for redemption of any Bonds shall be, in the location of the Office of the Trustee, a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized by law to close, then payment of Debt Service Payments

need not be made on such date but may be made on the immediately succeeding business day not a Saturday, Sunday, legal holiday, or day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 14.06. Counterparts; Entire Agreement. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Indenture and the other Bond Documents and the exhibits thereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 14.07. Laws Governing Indenture and Situs and Administration of Trust. The effect and meanings hereof and the rights of all parties hereunder shall be governed by and construed according to the laws of the Commonwealth, exclusive of the Commonwealth's rules regarding choice of law, but it is the intention of the Issuer that the situs of the trust created by this Indenture be in the state in which is located the Office of the Trustee from time to time acting under this Indenture. The word "Trustee," as used in the preceding sentence, shall not be deemed to include any additional individual or institution appointed as a separate or co-trustee pursuant to Section 11.13 hereof. It is the further intention of the Issuer that the Trustee administer the trust created by this Indenture in the state in which it is located, from time to time, and that the same be, for all purposes hereunder, the situs of the trust.

Section 14.08. No Liability of Issuer's or Trustee's Officers. No recourse under or upon any obligation, covenant, or agreement contained in this Indenture, or in the Bonds, or for any claim based thereon, or under any judgment obtained against the Issuer or the Trustee, or by the enforcement of any assessment or penalty or otherwise or by any legal or equitable proceeding by virtue of any constitution, rule of law or equity, or statute or otherwise or under any other circumstances, under or independent hereof, shall be had against any incorporator, member, or officer, as such, past, present, or future of the Issuer or the Trustee, or any incorporator, member, or officer of any successor corporation, as such, either directly or through the Issuer or the Trustee or any successor corporation, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the Trustee as trustee for the Bondholders or otherwise, of any sum that may be due and unpaid by the Issuer upon the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member or officer, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the Trustee as trustee for the Bondholders or otherwise, of any sum that may remain due and unpaid upon the Bonds, is hereby expressly waived and released as a condition of and in consideration for the execution hereof and the issuance of the Bonds.

Section 14.09. University a Third-Party Beneficiary. The University is a third-party beneficiary of this Indenture.

[Signature page to follow]

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SIGNATURE PAGE TO TRUST INDENTURE

IN WITNESS THEREOF, the parties hereto have caused this Trust Indenture to be executed in their respective names by their respective duly authorized officers as of the day and year first above written.

KENTUCKY BOND DEVELOPMENT CORPORATION

By: _____
Chair

Attest:

By: _____
Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION, Trustee

By: _____
Authorized Officer

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EXHIBIT A
TO
TRUST INDENTURE

DESCRIPTION OF THE PROPERTY SUBJECT TO LEASEHOLD INTEREST

The Series 2026 Project will be on the following parcels of land, which described as follows:

Existing Student Housing Facilities:

[Insert]

New Student Housing Facilities

[Insert]

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EXHIBIT B
TO
TRUST INDENTURE

SCHEDULED PAYMENTS TO THE REPAIR AND REPLACEMENT FUND

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EXHIBIT C
TO
TRUST INDENTURE

FORM OF REQUISITION FROM THE 2026A ACCOUNT OR 2026B ACCOUNT OF THE COST OF ISSUANCE FUND

* * * * *

[2026A ACCOUNT/2026B ACCOUNT] OF THE COST OF ISSUANCE FUND

CERTIFICATE AND REQUISITION FOR PAYMENT

Date: _____, 20__

Draw Request #____

Collegiate Housing Foundation – Bowling Green, L.L.C. (the "Borrower") hereby requests, pursuant to the Loan Agreement (the "Loan Agreement") dated as of [May 1, 2026], by and between the Borrower and the Kentucky Bond Development Corporation (the "Issuer"), that the following amounts be disbursed to the following parties for the account of the Borrower from the above designated Account of the Cost of Issuance Fund created under the Trust Indenture (the "Indenture") dated as of [May 1, 2026], by and between the Issuer and Wilmington Trust, National Association, as Trustee (the "Trustee"):

Name of Payee	Nature of Disbursement	Amount

The Borrower does hereby certify to the Trustee that, as of the date hereof, (1) the representations and warranties of the Borrower in the Loan Agreement are hereby ratified and confirmed, (2) the above listed items are properly included within the definition of "Costs of Issuance" payable from the Account designated above, (3) the above listed items are properly included in the definition of "Borrower Fee" in the Indenture and are being paid from the Account designated above, and (4) no Event of Default has occurred and is continuing under the Indenture.

COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C.

By: Collegiate Housing Foundation, doing business in Kentucky as Collegiate Housing Foundation, Inc., its sole member

By: _____

DRAFT

William B. Givhan,
President

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EXHIBIT D-1
TO
TRUST INDENTURE

FORM OF REQUISITION FROM THE [____ACCOUNT] OF THE CONSTRUCTION FUND FOR NON-CONSTRUCTION COSTS

* * * * *

CONSTRUCTION FUND CERTIFICATE

AND REQUISITION FOR PAYMENT OF NON-CONSTRUCTION COSTS

Date: _____, 20__

Draw Request #____

Collegiate Housing Foundation – Bowling Green, L.L.C. (the "Borrower") hereby requests, pursuant to the Loan Agreement (the "Loan Agreement") dated as of [May 1, 2026], between the Borrower and the Kentucky Bond Development Corporation (the "Issuer"), that the following amounts be disbursed to the following parties for the account of the Borrower from the above designated Account(s) of the Construction Fund created under the Trust Indenture (the "Indenture") dated as of [May 1, 2026], between the Issuer and Wilmington Trust, National Association, as Trustee (the "Trustee"), for the payment of Non-Construction Costs (as defined in the Indenture):

Name of Payee	Nature of Disbursement	Amount

The Borrower does hereby certify to the Trustee that, as of the date hereof, (1) the representations and warranties of the Borrower in the Project Certificate and the Loan Agreement, including Section 4.03 thereof, are hereby ratified and confirmed, (2) the above listed items are Non-Construction Costs payable from the Account(s) designated above, (3) the payment of the amounts set forth above from the [____] Account of the Construction Fund (if any), together with the payment of all prior requisitions from the [____] Account of the Construction Fund (if any), will not result in more than 5% of the proceeds of the Series 2026A Bonds being used directly or indirectly in any trade or business carried on by any person who is not a "501(c)(3) organization" or a "governmental unit," within the meaning of Section 145 of the Internal Revenue Code of 1986, as amended, or in any unrelated trade or business of a 501(c)(3) organization, and (4) no Event of Default has occurred and is continuing under the Indenture.

[Continued on the following page]

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COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C.

By: Collegiate Housing Foundation, doing business in Kentucky as Collegiate Housing Foundation, Inc., its sole member

By: _____
William B. Givhan,
President

Approved:

GD WKU DEVCO LLC, as Developer

By: _____

Title: _____

DRAFT

EXHIBIT D-2
TO
TRUST INDENTURE

FORM OF REQUISITION FROM THE [____ ACCOUNT]
OF THE CONSTRUCTION FUND
FOR STARTUP COSTS AND MARKETING COSTS

* * * * *

CONSTRUCTION FUND

CERTIFICATE AND REQUISITION FOR PAYMENT OF
[STARTUP COSTS AND MARKETING] COSTS

Date: _____, 20__

Draw Request #____

Collegiate Housing Foundation – Bowling Green, L.L.C. (the "Borrower") hereby requests, pursuant to the Loan Agreement (the "Loan Agreement") dated as of [May 1, 2026], by and between the Borrower and the Kentucky Bond Development Corporation (the "Issuer"), that the following amounts be disbursed to the following parties for the account of the Borrower from the 2026 Account of the Construction Fund created under the Trust Indenture (the "Indenture") dated as of [May 1, 2026], by and between the Issuer and Wilmington Trust, National Association, as Trustee (the "Trustee"), for the payment of marketing costs:

Name of Payee	Nature of Disbursement	Amount

The Borrower does hereby certify to the Trustee that, as of the date hereof, (1) the representations and warranties of the Borrower in the Loan Agreement, including Section 4.03 thereof, are hereby ratified and confirmed, (2) the above listed items are [startup costs or marketing costs[payable from the 2026[A/B] [_____] Account of the Construction Fund, and (3) no Event of Default has occurred and is continuing under the Indenture.

[Continued on the following page]

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COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C.

By: Collegiate Housing Foundation, doing business in Kentucky as Collegiate Housing Foundation, Inc., its sole member

By: _____
William B. Givhan,
President

Approved:

WGB PROPERTY MANAGEMENT LLC,
d/b/a INWOOD MANAGEMENT, as Manager

By: _____

Title: _____

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EXHIBIT E
TO
TRUST INDENTURE

FORM OF REQUISITION FROM THE [2026A ACCOUNT/2026B ACCOUNT] OF THE CONSTRUCTION FUND FOR CONSTRUCTION COSTS

* * * * *

CONSTRUCTION FUND

CERTIFICATE AND REQUISITION FOR PAYMENT OF CONSTRUCTION COSTS

Date: _____, 20__

Draw Request #____

Collegiate Housing Foundation – Bowling Green, L.L.C. (the "Borrower") hereby requests, pursuant to the Loan Agreement (the "Loan Agreement") dated as of [May 1, 2026], by and between the Borrower and the Kentucky Bond Development Corporation (the "Issuer"), that the amounts set forth in the attached fully-executed Application for Payment (the "Application for Payment") be disbursed to the parties set forth therein for the account of the Borrower from the above designated Account(s) of the Construction Fund (the "Construction Fund") created under the Trust Indenture (the "Indenture") dated as of [May 1, 2026], by and between the Issuer and Wilmington Trust, National Association, as Trustee (the "Trustee"), for the payment of Construction Costs (as defined in the Indenture). [Attached hereto is evidence of prior payment by the Borrower or the Issuer to the appropriate contractor or supplier under the Construction Contracts.] [To be included only if requisition includes any reimbursement to the Borrower or the Issuer.]

The Borrower does hereby certify to the Trustee that, as of the date hereof, (1) the representations and warranties of the Borrower in the Loan Agreement, including Section 4.03 thereof, are hereby ratified and confirmed, (2) the items described in the attached Application for Payment are Construction Costs payable from the Account(s) designated above, (3) the payment of the amounts set forth in the Application for Payment from the 2026 Account of the Construction Fund, together with the payment of all prior requisitions from the 2026 Account of the Construction Fund, will not result in more than 5% of the proceeds of the Series 2026 Bonds being used directly or indirectly in any trade or business carried on by any person who is not a "501(c)(3) organization" or a "governmental unit," within the meaning of Section 145 of the Internal Revenue Code of 1986, as amended, or in any unrelated trade or business of a 501(c)(3) organization, (4) no Event of Default has occurred and is continuing under the Indenture, and (5) all insurance required by the Loan Agreement and the Ground Lease is in full force and effect.

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COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C.

By: Collegiate Housing Foundation, doing business in Kentucky as Collegiate Housing Foundation, Inc., its sole member

By: _____
William B. Givhan,
President

GD WKU DEVCO LLC, as Developer

By: _____

Title: _____

The undersigned hereby approves the within requisition for payment and, in doing so, makes the certifications specified in Section 4.03(d)(ii) of the Loan Agreement and in Section 1.5.2 of the Development Agreement on this _____ day of _____, 20__.

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EXHIBIT F
TO
TRUST INDENTURE

FORM OF REQUISITION FROM THE REPAIR AND REPLACEMENT FUND

* * * * *

REPAIR AND REPLACEMENT FUND

CERTIFICATE FOR REQUISITION FOR PAYMENT

Date: _____, 20__

Draw Request #____

Collegiate Housing Foundation – Bowling Green, L.L.C. (the "Borrower") hereby requests, pursuant to the Loan Agreement (the "Loan Agreement") dated as of [May 1, 2026], by and between the Borrower and the Kentucky Bond Development Corporation (the "Issuer"), that the following amounts be disbursed to the following parties for the account of the Borrower from the Repair and Replacement Fund created under the Trust Indenture (the "Indenture") dated as of [May 1, 2026], by and between the Issuer and Wilmington Trust, National Association, as Trustee (the "Trustee"):

Name of Payee	Nature of Disbursement	Amount

The Borrower does hereby certify to the Trustee that, as of the date hereof, (1) the representations and warranties of the Borrower in the Loan Agreement are hereby ratified and confirmed, (2) the above listed items are maintenance and repair costs related to the Project that the Borrower is obligated to pay pursuant to Section 6.01 of the Loan Agreement, and (3) no Event of Default has occurred and is continuing under the Indenture.

COLLEGIATE HOUSING FOUNDATION
– BOWLING GREEN, L.L.C.

By: Collegiate Housing Foundation, doing business in Kentucky as Collegiate Housing Foundation, Inc., its sole member

By: _____
William B. Givhan,
President

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EXHIBIT G
TO
TRUST INDENTURE

FORM OF REQUISITION FROM THE INSURANCE AND CONDEMNATION FUNDS

* * * * *

[INSURANCE/CONDEMNATION] FUND

CERTIFICATE AND REQUISITION FOR PAYMENT

Date: _____, 20__

Draw Request #____

Collegiate Housing Foundation – Bowling Green, L.L.C. (the "Borrower") hereby requests, pursuant to the Loan Agreement (the "Loan Agreement") dated as of [May 1, 2026], by and between the Borrower and the Kentucky Bond Development Corporation (the "Issuer"), that the following amounts be disbursed to the following parties for the account of the Issuer from the [Insurance/Condemnation] Fund (the "[Insurance/Condemnation] Fund") created under the Trust Indenture (the "Indenture") dated as of [May 1, 2026], by and between the Issuer and Wilmington Trust, National Association, as Trustee (the "Trustee") for the payment of restoration or acquisition costs described in Section [7.01(c)([i/ii])/7.02(b)([i/ii])] of the Loan Agreement:

Name of Payee	Nature of Disbursement	Amount

The Borrower does hereby certify to the Trustee that, as of the date hereof, (1) the representations and warranties of the Borrower in the Loan Agreement are hereby ratified and confirmed, (2) the payment of the above listed items from the [Insurance/Condemnation] Fund, together with the payment of all prior requisitions from the Construction Fund created under the Indenture, the [Insurance/Condemnation] Fund, and the [Condemnation/Insurance] Fund created under the Indenture, will not result in more than 5% of the proceeds of the Series 2026 Bonds being used directly or indirectly in any trade or business carried on by any person who is not a "501(c)(3) organization" or a "governmental unit," within the meaning of Section 145 of the Internal Revenue Code of 1986, as amended, or in any unrelated trade or business of a 501(c)(3) organization, and (3) no Event of Default has occurred and is continuing under the Indenture.

[Continued on the following page]

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COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C.

By: Collegiate Housing Foundation, doing business in Kentucky as Collegiate Housing Foundation, Inc., its sole member

By: _____
William B. Givhan,
President

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EXHIBIT H
TO
TRUST INDENTURE

FORM OF REQUISITION FROM THE OPERATIONS CONTINGENCY FUND

* * * * *

OPERATIONS CONTINGENCY FUND

CERTIFICATE AND REQUISITION FOR PAYMENT

Date: _____, 20__

Draw Request #____

Collegiate Housing Foundation – Bowling Green, L.L.C. (the "Borrower") hereby requests that the following amounts be disbursed to the following parties for the account of the Borrower from the Operations Contingency Fund created under the Trust Indenture (the "Indenture") dated as of [May 1, 2026], by and between the Kentucky Bond Development Corporation (the "Issuer") and Wilmington Trust, National Association, as Trustee (the "Trustee"):

Name of Payee	Nature of Disbursement	Amount

The Borrower does hereby certify to the Trustee that, as of the date hereof, (1) the representations and warranties of the Borrower in the Loan Agreement dated as of [May 1, 2026], by and between the Borrower and the Issuer are hereby ratified and confirmed, (2) the above listed items are authorized by the provisions of Section 5.09(a) of the Indenture, and (3) no Event of Default has occurred and is continuing under the Indenture.

[Continued on the following page]

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COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C.

By: Collegiate Housing Foundation, doing business in Kentucky as Collegiate Housing Foundation, Inc., its sole member

By: _____
William B. Givhan,
President

The undersigned hereby approves the within requisition for payment.

WESTERN KENTUCKY UNIVERSITY

By: _____

Title: _____

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EXHIBIT I
TO
TRUST INDENTURE

FORM OF SERIES 2026 BONDS

* * * * *

The Series 2026 Bonds to be issued, the Trustee's Certificate of Authentication to be endorsed thereon and the Assignment for Transfer thereof are to be in substantially the following form, and any Additional Bonds, Trustee's Certificate of Authentication, and Assignment for Transfer are also to be in substantially the following form (except as to redemption, mandatory sinking fund, and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture:

Unless this Bond is presented by an authorized representative of The Depository Trust Company ("DTC") to Wilmington Trust, National Association (together with its successors and assigns, the "Trustee") at its principal corporate trust office in Minneapolis, Minnesota (together with the principal corporate trust office of any successor Trustee, the "Office of the Trustee") for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON, ARE SPECIAL AND LIMITED OBLIGATIONS OF THE ISSUER, SECURED AS DESCRIBED HEREIN AND PAYABLE SOLELY OUT OF THE TRUST ESTATE, INCLUDING WITHOUT LIMITATION THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT AND PLEDGED AND ASSIGNED FOR ITS PAYMENT IN ACCORDANCE WITH THE INDENTURE. THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON, ARE NOT NOW AND SHALL NEVER CONSTITUTE A GENERAL OR MORAL OBLIGATION, DEBT, OR LIABILITY OF THE ISSUER, THE COMMONWEALTH OF KENTUCKY, OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE PURVIEW OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER, IF ANY, OF THE ISSUER, THE COMMONWEALTH OF KENTUCKY, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND. THIS BOND SHALL BE PAYABLE SOLELY FROM THE TRUST ESTATE, INCLUDING WITHOUT LIMITATION THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT, AS PLEDGED AND ASSIGNED FOR ITS PAYMENT IN ACCORDANCE WITH THE INDENTURE. NO PERSON SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER, IF ANY, OF THE ISSUER, THE COMMONWEALTH OF KENTUCKY OR ANY POLITICAL SUBDIVISION THEREOF TO PAY ANY PRINCIPAL INSTALLMENT OF OR REDEMPTION PREMIUM, IF ANY, OR

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INTEREST ON THIS BOND. NO COVENANT OR AGREEMENT CONTAINED IN THIS BOND OR THE LOAN AGREEMENT OR THE INDENTURE SHALL BE DEEMED TO BE A COVENANT OR AGREEMENT OF ANY MEMBER OF THE ISSUER OR ANY OFFICER, EMPLOYEE OR AGENT OF THE ISSUER, AND NEITHER THE MEMBERS OF THE ISSUER NOR ANY OFFICER, EMPLOYEE OR AGENT THEREOF SHALL BE LIABLE PERSONALLY ON THIS BOND OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THIS BOND. THIS BOND DOES NOT CONSTITUTE OR GIVE RISE TO ANY PECUNIARY LIABILITY OF THE ISSUER, THE COMMONWEALTH OF KENTUCKY, NOR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE ISSUER, THE COMMONWEALTH OF KENTUCKY, NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR THE INTEREST ON THIS BOND, OR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER THAT MAY BE UNDERTAKEN BY THE BORROWER.

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

KENTUCKY BOND DEVELOPMENT CORPORATION
STUDENT HOUSING REVENUE BOND, CITY OF PLUM SPRINGS [TAXABLE] SERIES 2026[A/B]
(COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C. – WESTERN KENTUCKY UNIVERSITY PROJECT)

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Number: [A/B]R-__ $_____

Interest Rate	Maturity Date	Dated Date	CUSIP Number
__%	[July 1], 20[__]	[Closing Date]	[_____]

Registered Owner: [Cede & Co.]

Principal Amount: [Par in Words] Dollars

KNOW ALL PERSONS BY THESE PRESENTS that the Kentucky Bond Development Corporation, a nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky (the "Commonwealth"), acting for and on behalf of certain public agencies of the Commonwealth, together with its successors and assigns (the "Issuer"), for value received, hereby promises to pay, but only from the sources as hereinafter provided, to the Registered Owner specified

above (the "Owner"), or registered assigns, on the Maturity Date specified above (unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for) upon the presentation and surrender hereof at the Office of the Trustee the Principal Amount specified above and in like manner to pay interest on such Principal Amount from time to time remaining unpaid from the Interest Payment Date (hereinafter defined) immediately preceding the date of registration and authentication hereof, at the Interest Rate specified above, on [January 1], 2027, and semiannually thereafter on [July 1] and [January 1] (each an "Interest Payment Date") of each year until such Principal Amount shall have been paid in full, except as the provisions hereinafter set forth with respect to redemption before maturity may become applicable hereto. This Bond shall bear interest on overdue principal and overdue interest at the aforesaid rate.

Interest on this Bond is computed on the basis of a 360-day year consisting of twelve 30 day months. Payment of interest on this Bond shall be made to the Owner and shall be paid in lawful money of the United States of America by check or draft mailed to the person in whose name this Bond is registered at his, her or its address as it appears on the registration books of the Issuer (the "Bond Register") maintained by the Trustee, as bond registrar, on behalf of the Issuer, at the close of business on the fifteenth day of the month (whether or not a business day) immediately preceding each Interest Payment Date (each, a "Regular Record Date"), irrespective of any transfer or exchange of this Bond after a Regular Record Date and before such Interest Payment Date, by the person in whose name this Bond is registered, unless the Issuer shall have failed to pay interest due on such Interest Payment Date. In the event of any such failure, such defaulted interest shall cease to be payable to the Owner on such Regular Record Date, and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date (hereinafter defined) for the payment of such defaulted interest established by notice mailed by the Trustee on behalf of the Issuer to the Owner not less than ten days preceding such Special Record Date which Special Record Date shall be not more than fifteen nor less than ten days before the date of the proposed payment. Such notice shall be mailed, by first class mail, postage prepaid, to the person in whose name this Bond is registered on the Bond Register. At the option of the Owner, if such Owner is the registered owner of not less than $500,000 in aggregate principal amount outstanding of Bonds of the same series issued under and secured by the Trust Indenture (as now or hereafter amended, supplemented, modified, or restated, the "Indenture") dated as of [May 1, 2026], by and between the Issuer and the Trustee, interest shall be paid by wire transfer in immediately available funds in accordance with written wire transfer instructions filed with the Trustee before the close of business on the Regular Record Date. Interest shall continue to be paid in accordance with such instructions, until revoked, except for the final payment of interest upon maturity or redemption before maturity which shall be paid only upon presentation of this Bond to the Trustee.

Words and terms not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture.

The principal of and any premium on this Bond are payable at the Office of the Trustee. Interest will be payable on each Interest Payment Date by check mailed to the Owner at his, her or its address as it appears on the Bond Register at the close of business on the applicable Regular Record Date; provided that while DTC is the owner of the Series 2026 Bonds, all payments of principal and redemption price of, and premium, if any, and interest (collectively, the "Debt Service Payments") on the Series 2026[A/B] Bonds will be paid to DTC or its nominee by wire transfer.

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The Series 2026[A/B] Bonds are being issued by means of a book entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One bond certificate, in the aggregate principal amount of the Series 2026[A/B] Bonds of each series and maturity and registered in the name of Cede & Co., as nominee of DTC, is being issued and required to be deposited with DTC (or an authorized banking institution acceptable to DTC) and immobilized in its custody. The book entry system will evidence ownership of the Series 2026 Bonds in Authorized Denominations, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of Debt Service Payments to beneficial owners of the Series 2026[A/B] by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The Borrower (as hereinafter defined) and the Issuer will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. While Cede & Co. is the Owner, notwithstanding the provisions hereinabove contained, Debt Service Payments on this Bond will be made in accordance with the existing arrangements between the Trustee and DTC.

This Bond is one of an authorized issue of Bonds designated "Kentucky Bond Development Corporation Student Housing Revenue Bonds, City of Plum Springs [Taxable] Series 2026[A/B] (Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project)" (the "Series 2026[A/B] Bonds"), in the original aggregate principal amount of $_____, authorized to be issued with an authorized issue of Bonds designated "Kentucky Bond Development Corporation Student Housing Revenue Bonds, City of Plum Springs [Taxable] Series 2026[A/B] (Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project)" (the "Series 2026[A/B] Bonds"), in an original aggregate principal amount of $_____, which Series 2026[A/B] Bonds are issued to (i)(a) acquire the majority of the housing assets (the "Legacy Housing Facilities") of Western Kentucky University (the "University"); (b) renovate certain of the Legacy Housing Facilities; (c) demolish certain of the Legacy Housing Facilities; (d) develop a new approximately 1,028-bed student housing facility on the campus of the University (the "New Student Housing Facility" and, together with the Legacy Housing Facilities, the "Series 2026 Project");; (ii) fund interest on the Series 2026[A/B] Bonds during the period of construction of the New Student Housing Facility through and including [_____]; (iii) fund the 2026[A/B] Account of the Debt Service Reserve Fund for the Series 2026[A/B] Bonds; (iv) finance certain startup costs and related working capital for the Series 2026 Project; and (vi) pay the costs of issuance of the Series 2026[A/B] Bonds. The Series 2026 Project will be operated by Collegiate Housing Foundation – Bowling Green, L.L.C. (the "Borrower"), a single member limited liability company organized and existing under the laws of the State of Alabama. The land on which the Series 2026 Project will be constructed is being leased to the Borrower pursuant to a Ground Lease Agreement (the "Ground Lease") dated [Closing Date], by and between the University, as lessor, and the Borrower, as lessee.

The Series 2026[A/B] Bonds and any additional bonds issued in accordance with the terms of the Indenture on a parity with the Series 2026[A/B] Bonds (collectively, "Additional Bonds") are parity obligations that rank equally, without privilege, priority or distinction as to the lien on, or claim of any of such Bonds to, the property pledged under the Indenture over any other of such bonds.

The Issuer will lend the proceeds of the Series 2026[A/B] Bonds to the Borrower pursuant to a Loan Agreement (as now or hereafter amended, supplemented, modified, or restated, the "Loan

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Agreement") dated as of [May 1, 2026], by and between the Issuer and the Borrower. The Borrower is obligated pursuant to the Loan Agreement to pay to the Issuer such loan payments as will always be sufficient to pay the Debt Service Payments on the Series 2026[A/B] Bonds and any Additional Bonds, as the same mature and become due. Under the Loan Agreement, it is the obligation of the Borrower to pay all expenses of operating and maintaining the Series 2026 Project in good repair, to keep it properly insured and to pay all taxes, assessments, and other charges levied or assessed against or with respect to the Series 2026 Project. To evidence the obligation to pay loan payments sufficient to pay the Debt Service Payments on the Series 2026[A/B] Bonds, the Borrower has executed and delivered to the Issuer its promissory note (the "Series 2026 Note") in the principal amount of [COMBINED PRINCIPAL AMOUNT] dated [Closing Date], and the Issuer has endorsed the Series 2026[A/B] Note to the order of the Trustee.

To secure its obligations under the Loan Agreement, the Series 2026[A/B] Note and any promissory note or notes executed and delivered by the Borrower in connection with the issuance of, and in an aggregate principal amount equal to the aggregate face amount of, any Additional Bonds (collectively, "Additional Notes"), the Borrower has, subject to Permitted Encumbrances, (i) granted to the Trustee a first mortgage lien on the Borrower's interest in the Premises and has assigned and pledged to the Trustee the Borrower's interest in the General Revenues from the Housing Facilities and any improvements thereto or expansions thereof pursuant to a Leasehold Mortgage with Assignment of Rents as now or hereafter amended, supplemented, modified, or restated, the "Leasehold Mortgage") dated [Closing Date], by the Borrower in favor of the Trustee, (ii) granted to the Trustee a first priority security interest in the accounts, documents, chattel paper, instruments, and general intangibles held by the Borrower arising in any manner from the Borrower's ownership or operation of the Series 2026 Project and any improvements thereto or expansions thereof, in the inventory and equipment, if any, located thereat or thereon pursuant to a Security Agreement (as now or hereafter amended, supplemented, modified, or restated, the "Security Agreement") dated [Closing Date], between the Borrower and the Trustee, and (iii) conditionally assigned to the Trustee, among other things, its rights under the Development Agreement, the General Construction Contract, and the architect's agreement relating to the design or construction of the Series 2026 Project, and any improvements thereto or expansions thereof pursuant to a Collective Collateral Assignment Agreement dated [Closing Date], by the Borrower in favor of the Trustee.

The obligations of the Borrower to perform and observe its obligations contained in the Ground Lease, the Loan Agreement, the Series 2026[A/B] Note, and the Additional Notes (collectively, the "Notes"), the Leasehold Mortgage, the Security Agreement, the Assignment of Agreements and Documents, or any other document executed by the Borrower in connection with the issuance of the Series 2026[A/B] Bonds are enforceable against the Borrower only to the extent of its interest in the Series 2026 Project and in any other security for the Series 2026[A/B] Bonds.

This Bond and the obligation to pay the principal hereof and the premium, if any, and interest hereon, is a special and limited obligation of the Issuer, secured as provided herein and in the hereinafter defined Indenture and payable solely out of the payments made pursuant to the Loan Agreement and the Security (as such terms are hereinafter defined) and as otherwise provided in the Indenture and the Loan Agreement. This Bond, and the obligation to pay the principal hereof and the premium, if any, and interest hereon, shall not be deemed to constitute an indebtedness or an obligation of the Commonwealth of Kentucky or any political subdivision thereof, within the

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purview of any constitutional or statutory limitation or provision, or a charge against the general credit or taxing powers of any of them. The Issuer does not have the power to levy taxes for any purposes whatsoever. No owner of this Bond shall have the right to compel any exercise of the taxing power of the Commonwealth of Kentucky or any political subdivision thereof to pay the principal of or premium, if any, or interest on this Bond.

Pursuant to the Indenture, as security for the payment of the Debt Service Payments on the Series 2026[A/B] Bonds, the Issuer has assigned and pledged to the Trustee, and granted a security interest to the Trustee in all of its right, title, and interest in the Loan Agreement (except for the Unassigned Rights), the Notes and all revenues, payments, receipts, and moneys to be received and held thereunder. It is provided in the Indenture that the Issuer may hereafter issue Additional Bonds from time to time under certain terms and conditions contained therein, and if issued, such Additional Bonds will rank on a parity with the Series 2026[A/B] Bonds. Reference is made to the Indenture and to all indentures supplemental thereto for a description of the property subject to the lien and security interest of the Indenture; the provisions, among others, with respect to the nature and extent of the security for the Series 2026[A/B] Bonds; the rights, duties, and obligations of the Issuer, the Trustee, and the owners of the Series 2026[A/B] Bonds; the issuance of Additional Bonds; the terms upon which such Additional Bonds may be issued and secured; and the provisions regulating the manner in which the terms of the Indenture, the Loan Agreement, the Series 2026[A/B] Note, the Leasehold Mortgage, the Security Agreement, and the Assignment of Agreements and Documents may be modified, to all of which provisions the Owner, on behalf of himself, herself, or itself and his, her, or its successors in interest, assents by acceptance hereof.

Reference is made to the Indenture, the Loan Agreement, the Series 2026[A/B] Note, the Leasehold Mortgage, the Security Agreement, and the Assignment of Agreements and Documents for a more complete statement of the provisions thereof and of the rights of the Issuer, the Trustee, the Borrower, and the Owners of the Series 2026[A/B] Bonds. Copies of the Indenture, the Loan Agreement, the Series 2026[A/B] Note, the Leasehold Mortgage, the Security Agreement, and the Assignment of Agreements and Documents are on file and may be inspected at the Office of the Trustee. By the purchase and acceptance of this Bond, the Owner signifies assent to all of the provisions of the aforementioned documents.

This Bond is issued and the Indenture, the Loan Agreement, the Leasehold Mortgage, the Security Agreement, and the Assignment of Agreements and Documents were made and entered into under and pursuant to the Constitution and laws of the Commonwealth of Kentucky, and particularly in conformity with the provisions, restrictions and limitations of Sections 103.200 through 103.285, inclusive, of the Kentucky Revised Statutes, as supplemented and amended (the "Act").

The Series 2026[A/B] Bonds are issuable only in the form of fully registered bonds without coupons in the denomination of $5,000 or any multiple thereof (each, an "Authorized Denomination"). Subject to the conditions and upon the payment of charges provided in the Indenture, the owner of any Bond or Bonds issued under the Indenture may, if not prohibited by law, surrender the same (together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or his, her, or its attorney duly authorized in writing) in exchange for an equal aggregate principal amount of Bonds of the same series, interest rate, and maturity or maturities and of any Authorized Denomination. This Bond is transferable as provided in the Indenture by the

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Owner in person or by the Owner's attorney duly authorized in writing at the Office of the Trustee, upon surrender of this Bond accompanied by a duly executed instrument of transfer, in form and with guarantee of signature satisfactory to the Trustee, and upon payment of any shipping, insurance, or governmental charges or taxes incident to such transfer. Upon any such transfer, a new Bond or Bonds in the same aggregate principal amount and of the same series, interest rate, and maturity or maturities will be issued to the transferee. The Issuer and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of, or on account of, the Debt Service Payments on this Bond and for all other purposes, and the Issuer and the Trustee shall not be affected by any notice to the contrary.

[Optional Redemption. The Series 2026A Bonds maturing on and after [July 1], 20[__], are subject to redemption before maturity at the option of the Issuer upon the written request of the Borrower on and after [July 1], 20[__], in whole or in part on any date at a Redemption Price equal to 100% of the principal amount thereof plus interest accrued to the redemption date.]

Mandatory Sinking Fund Redemption. The Series 2026[A/B] Bonds maturing on [July 1], 20[__] are subject to mandatory sinking fund redemption before maturity in part at a Redemption Price equal to 100% of the principal amount thereof plus interest accrued thereon to the redemption date, in the following principal amounts (the "Sinking Fund Requirement") and on the dates set forth below:

SERIES 2026[A/B] BONDS MATURING ON [JULY 1], 20[__]

Date	Principal Amount
[July 1], 20[__]	$[____]
[July 1], 20[__]	$[____]
[July 1], 20[__]*	$[____]

* Final Maturity

On or before the forty-fifth day immediately preceding any [July 1] on which Series 2026[A/B] Bonds are to be retired pursuant to the applicable Sinking Fund Requirement, the Borrower may (i) deliver to the Trustee for cancellation, Series 2026[A/B] Bonds or portions thereof in any aggregate principal amount desired, or (ii) receive a credit with respect to the Sinking Fund Requirement for any Series 2026[A/B] Bonds, that before such date have been purchased or redeemed (other than through mandatory sinking fund redemption) and cancelled by the Trustee and not theretofore applied as a credit against such Sinking Fund Requirement. Each such Series 2026[A/B] Bond or portion thereof so delivered or previously purchased or redeemed and cancelled by the Trustee will be credited by the Trustee at 100% of the principal amount thereof against future Sinking Fund Requirements for the Series 2026[A/B] Bonds in such order as may be selected by the Borrower pursuant to the Indenture, and the principal amount of the Series 2026[A/B] Bonds will be accordingly reduced.

Extraordinary Optional Redemption. The Series 2026[A/B] Bonds are also subject to redemption at the option of the Issuer upon the written request of the Borrower, in full if:

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(i) the Project shall have been destroyed or damaged to such an extent that in the opinion of the Borrower and the University expressed in a certificate filed with the Issuer and the Trustee, (A) it cannot reasonably be restored within a period of twelve months to the condition thereof immediately preceding such destruction or damage, (B) the Borrower will thereby be prevented from carrying on its normal operations thereat for a period of twelve consecutive months, or (C) the cost of restoration or replacement would exceed the net proceeds of insurance payable in respect of such destruction or damage; or

(ii) title to, or the temporary use of, a substantial portion of the Project shall have been taken under the exercise of the power of eminent domain by any governmental authority or person, firm, or corporation acting under governmental authority to such an extent that in the opinion of the Borrower and the University expressed in a certificate filed with the Issuer and the Trustee, (A) it cannot be reasonably restored or replaced within a period of twelve months to substantially the condition thereof immediately preceding such taking, (B) the Borrower will thereby be prevented from carrying on its normal operations thereat for a period of twelve consecutive months, or (C) the cost of restoration or replacement would exceed the total amount of compensation for such taking.

The Series 2026[A/B] Bonds are also subject to redemption at the option of the Issuer upon the written request of the Borrower, in part upon partial condemnation or destruction of, or partial damage to, the Project from the Net Proceeds received by the Borrower as a result of such taking, destruction, or damage to the extent such Net Proceeds are not used for the restoration of the Project or for the acquisition of substitute property suitable for the Borrower's operations at the Project as such operations were conducted before such taking, damage, or destruction if the Borrower furnishes to the Trustee and the Issuer (i) a certificate of the Borrower and the University stating (A) that the property forming a part of the Project that was taken, damaged, or destroyed is not essential to the Borrower's use or occupancy of the Project at substantially the same revenue producing level before such taking, destruction, or damage, (B) that the Project has been restored to a condition substantially equivalent to its condition before the taking, damage, or destruction, or (C) that the Borrower has acquired improvements that are substantially equivalent to the property forming a part of the Project that was taken, destroyed, or damaged, or (ii) a written report of a Financial Consultant filed with the Trustee that the Fixed Charges Coverage Ratio for each of the two Annual Periods following the Annual Period following such taking, destruction, or damage will not be less than the lesser of (Aa) [1.20], and (B) the average Fixed Charges Coverage Ratio for the two most recent Annual Periods before such taking, destruction, or damage for which Audit Reports are available.

If the Series 2026[A/B] Bonds are called for redemption upon the occurrence of any of the events described in the immediately preceding paragraph, the Series 2026[A/B] Bonds may be redeemed on any date for which the requisite notice of redemption can be given within 180 days of such event at a Redemption Price equal to 100% of the principal amount thereof plus interest accrued to the redemption date, plus any unamortized premium through the first optional redemption date (on a straight-line basis) on such Series 2026[A/B] Bonds to be redeemed. Upon a redemption in part, the Trustee shall redeem the maximum amount of the Series 2026[A/B] Bonds that may be redeemed in accordance with the provisions of the preceding paragraph, and any excess moneys shall remain in the Redemption Fund.

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Other Redemptions at Par. The Series 2026[A/B] Bonds are also subject to redemption in whole or in part at any time and as expeditiously as reasonably possible upon the deposit of moneys in the Redemption Fund required by the Loan Agreement as set forth below in a principal amount equal to such deposit and at a Redemption Price equal to 100% of such principal amount plus interest accrued thereon to the redemption date:

(i) any Net Proceeds of title insurance on the Project paid to the Trustee pursuant to the Loan Agreement; or

(ii) any Net Proceeds of insurance received by the Borrower as a result of destruction of or damage to the Project transferred to the Redemption Fund pursuant to the Loan Agreement; or

(iii) any Net Proceeds received by the Borrower as a result of the taking of the Project or any part thereof under the exercise of the power of eminent domain transferred to the Redemption Fund pursuant to the Loan Agreement.

In all instances where the Trustee is directed by the terms of the Indenture to redeem Series 2026 Bonds from moneys deposited into the Redemption Fund, the Trustee will redeem the maximum number of Series 2026[A/B] Bonds that may be redeemed in accordance with the provisions of the preceding paragraph, and any excess moneys will remain in the Redemption Fund.

Selection of Series 2026[A/B] Bonds to Be Redeemed. If less than all of the Series 2026[A/B] Bonds of any series or any maturity within a series are to be called for redemption, the Trustee will select, in such manner as the Trustee in its sole discretion may determine, the Series 2026[A/B] Bonds of such series or maturity to be redeemed. Notwithstanding the foregoing, if less than all of the Series 2026[A/B] Bonds are called for redemption (other than through mandatory sinking fund redemption), the Borrower will have the right to designate the series and the maturity of such Series 2026[A/B] Bonds to be called for redemption and to designate the Sinking Fund Requirement to which such redemption will be credited.

If a Series 2026[A/B] Bond is of an Authorized Denomination larger than $5,000, a portion of such Series 2026[A/B] Bond may be redeemed, but such Series 2026[A/B] Bond will be redeemed in part only in an Authorized Denomination and only if the unredeemed portion thereof is an Authorized Denomination.

So long as all of the Series 2026[A/B] Bonds shall be maintained under a book entry system with DTC or any other Securities Depository in accordance with the Indenture: (i) in the event that fewer than all Series 2026[A/B] Bonds of any one maturity of a series shall be called for redemption, DTC, or such other Securities Depository, and not the Trustee, will select the particular accounts from which Series 2026[A/B] Bonds or portions thereof will be redeemed in accordance with DTC's or such other Securities Depository's standard procedures for redemption of obligations such as the Series 2026[A/B] Bonds; and (ii) in the event that part, but not all, of this Bond shall be called for redemption, the Owner of this Bond may elect not to surrender this Bond in exchange for a new Series 2026[A/B] Bond in accordance with the provisions hereof and of the Indenture and, in such event, will be required to make a notation indicating the principal amount of such redemption and the date thereof on the Payment Grid attached hereto. For all purposes, the principal amount of this

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Bond outstanding at any time will be equal to the lesser of the principal sum shown on the face hereof and such principal sum reduced by the principal amount of any partial redemption of this Bond following which the Owner hereof shall have elected not to surrender this Bond in accordance with the provisions hereof and of the Indenture. The failure of the Owner hereof to note the principal amount of any partial redemption on the Payment Grid attached hereto, or any inaccuracy therein, will not affect the payment obligation of the Issuer hereunder or under the Indenture. Therefore, it cannot be determined from the face of this Bond whether a part of the principal of this Bond shall have been paid.

The Owner will have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and except that the Owner may institute action to enforce the payment of the principal of or the interest on his, her, or its Bond.

Upon the occurrence of certain events, and on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all Series 2026[A/B] Bonds then outstanding under the Indenture may become or may be declared due and payable before the stated maturities thereof, together with the interest accrued thereon.

Modifications or alterations of the Indenture or any indenture supplemental thereto or the Loan Agreement or any agreement amendatory thereof or supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture or the Loan Agreement.

This Bond, notwithstanding the provisions for registration of transfer stated herein and contained in the Indenture, at all times will be and will be understood to be an investment security within the meaning of and for all of the purposes of Article 8 of the Uniform Commercial Code of the Commonwealth of Kentucky. This Bond is issued with the intent that the laws of the Commonwealth of Kentucky will govern its construction.

All references to times of the day shall, unless otherwise stated, be deemed to be references to Eastern time (daylight or standard, as applicable).

Neither the members or officers of the Issuer nor any person executing this Bond is liable personally hereon or subject to any personal liability or accountability by reason of the issuance hereof.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, condition, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law in order to make this Bond a valid and legal special and limited revenue obligation of the Issuer and that the issuance of the Series 2026[A/B] Bonds, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation applicable to the Issuer.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Trustee's Certificate of Authentication hereon shall have been duly executed by the Trustee.

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[Signature page to follow]

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IN WITNESS WHEREOF, the Kentucky Bond Development Corporation has caused this Bond to be executed by its Chair by manual or facsimile signature, and has caused this Bond to be attested by its Secretary by manual or facsimile signature, all as of _____, 2026.

KENTUCKY BOND DEVELOPMENT CORPORATION

By: _____
Chair

Attest:

By: _____
Secretary

CERTIFICATE OF AUTHENTICATION

This Series 2026[A/B] Bond is one of the Series 2026[A/B] Bonds described in the within mentioned Indenture.

WILMINGTON TRUST, NATIONAL ASSOCIATION, Trustee

By: _____
Authorized Officer

Date of Authentication: _____

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ASSIGNMENT

The following abbreviations, when used in the inscription on this Series 2026[A/B] Bond or in the assignment below, shall be construed as though they were written out in full in accordance with all applicable laws or regulations:

TEN COM	–	as tenants in common
TEN ENT	–	as tenants by the entireties
JT TEN	–	as joint tenants with right of survivorship and not as tenants in common and not as community property
UNIF TRANS MIN ACT	–	_____Custodian _____ (Custodian) (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto:

_____

(please print or typewrite social security number or other identifying number and name and address of transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ _____, or its successor, as Paying Agent and Registrar, to transfer the Series 2026[A/B] Bond on the books kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:_____

_____

(Type or Print Name)

_____

(Signature)

_____

NOTE: The assignor's signature must be guaranteed by an eligible guarantor institution that is a member of or participant in a signature guarantee program under Securities and Exchange Commission Rule 17Ad-15 or any successor provision.

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LOAN AGREEMENT

by and between

KENTUCKY BOND DEVELOPMENT CORPORATION

and

COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C.

relating to the

$[ParA]
Kentucky Bond Development Corporation
Student Housing Revenue Bonds, City of Plum Springs Series 2026A
(Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project)

and

$[ParB]
Kentucky Bond Development Corporation
Student Housing Revenue Bonds, City of Plum Springs Taxable Series 2026B
(Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project)

The interest of the Kentucky Bond Development Corporation in this Loan Agreement and the revenues and receipts derived herefrom, except for its Unassigned Rights, as defined herein, have been assigned and are the subject of a grant of a security interest to Wilmington Trust, National Association, as Trustee, under a Trust Indenture of even date herewith.

Dated as of [May 1, 2026]

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LOAN AGREEMENT

This LOAN AGREEMENT, made and entered into as of [May 1, 2026], is by and between the KENTUCKY BOND DEVELOPMENT CORPORATION (the "Issuer"), a nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky (the "Commonwealth"), including Sections 273.161 through 273.390, inclusive, and Section 58.180 of the Kentucky Revised Statutes, together with its successors and assigns, and COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C. (the "Borrower"), a single member limited liability company organized and existing under the laws of the State of Alabama, authorized to do business in the Commonwealth.

WITNESSETH:

WHEREAS, all capitalized terms used in these recitals shall have the meanings set forth in Section 1.01 hereof; and

WHEREAS, the Issuer was formed by governmental agencies to act under the terms of an Interlocal Cooperation Agreement dated September 19, 2014, to create a system of funding or financing for various governmental purposes include the provisions of Sections 103.200 through 103.285, inclusive, of the Kentucky Revised Statutes; and

WHEREAS, the Issuer is specifically authorized and empowered by the Interlocal Agreement and the Act to, as the agent for and an instrumentality of the public agencies which are party to the Interlocal Agreement, issue revenue bonds and lend the proceeds thereof to any person to finance any "buildings" or "industrial buildings" as those terms are defined in the Act, including any related financing costs, reserve funds, capitalized interest, and other related costs and contingencies with respect thereto; and

WHEREAS, the Borrower desires to (i)(a) acquire substantially all of the existing housing assets of Western Kentucky University (the "University"); (b) renovate or demolish certain of the Legacy Housing Facilities; and (c) develop a new approximately 1,000-bed student housing and dining facility on the campus of the University; (ii) fund interest on the Series 2026 Bonds during the period of construction of the Series 2026 Housing Facilities through and including [____]; (iii) fund the Debt Service Reserve Fund for the Series 2026 Bonds; (iv) finance certain startup costs and related working capital for the Series 2026 Project; and (v) pay the costs of issuing the Series 2026 Bonds, all as permitted by the Act; and

WHEREAS, pursuant to the Act, the Issuer is obtaining funds to loan to the Borrower through the issuance and sale of (i) its Student Housing Revenue Bonds, City of Plum Springs Series 2026A (Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project), in the aggregate principal amount of $[ParA], and (ii) its Student Housing Revenue Bonds, City of Plum Springs Taxable Series 2026B (Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project), in the aggregate principal amount of $[ParB], which will be issued under and secured by the Trust Indenture dated as of [May 1, 2026], by and between the Issuer and Wilmington Trust, National Association, as trustee; and

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WHEREAS, in accordance with the Indenture, the Issuer will pledge and assign its rights under this Loan Agreement (other than the Unassigned Rights as defined in the Indenture) to the Trustee as security for the Series 2026 Bonds; and

WHEREAS, the Series 2026 Bonds, together with interest thereon, will be payable by the Issuer solely from the payments to be made by the Borrower from amounts payable under this Loan Agreement, from certain funds and accounts pledged to the Trustee under the Indenture and as otherwise provided in the Indenture; and

WHEREAS, pursuant to this Loan Agreement, the Issuer will loan the proceeds of the Series 2026 Bonds to the Borrower, and the Borrower agrees to make, or cause to be made, payments sufficient to pay when due (whether at stated maturity, by acceleration or otherwise) the principal of and premium, if any, and interest on the Series 2026 Bonds; and

WHEREAS, the Borrower desires to secure its obligations hereunder by executing and delivering this Loan Agreement and has taken all action necessary therefor;

In consideration of the premises, the respective representations and agreements contained herein, the loan of the proceeds of the Series 2026 Bonds to the Borrower by the Issuer and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest payable on the Series 2026 Bonds and under this Loan Agreement and the performance of all the covenants of the Borrower contained herein, the Borrower and the Issuer hereby covenant and agree as follows:

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ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION; AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions. The capitalized terms used in this Loan Agreement shall have the meanings given to them in the Indenture unless the context requires otherwise or unless otherwise defined herein. In addition, certain words and terms used in this Loan Agreement are defined herein. When used herein, such words and terms shall have the meanings given to them by the language employed in this Article defining such words and terms, unless the context clearly indicates otherwise.

In addition to the words and terms defined in the Indenture or elsewhere herein, the following words and terms are defined terms under this Loan Agreement:

"Agreement Term" means the duration of this Loan Agreement as specified in Section 5.01 hereof.

"Bill of Sale" means the Bill of Sale, Assignment of Leases, Contracts and Intangibles dated [Closing Date], by and between the University and the Borrower, with respect to the conveyance by the University to the Borrower of the personal property components of the Legacy Housing Facilities.

"Certificate and Requisition" means the certificate and requisition having the form required by Exhibit E to the Indenture.

"Event of Default" means each of the events specified in Section 10.01 of this Loan Agreement.

"Deed" means the [General] Warranty Deed dated [Closing Date], by the University in favor of the Borrower, with respect to the conveyance by the University to the Borrower of the real property components of the Legacy Housing Facilities.

"Governmental Person" means a state or local government unit, within the meaning of Section 1.103 1 of the Regulations, or an instrumentality thereof.

"Indenture" means the Trust Indenture dated [May 1, 2026], by and between the Issuer and the Trustee, as the same may be amended, supplemented, restated, or replaced from time to time in accordance with the provisions thereof.

"Independent Engineer" means an independent engineer or firm of engineers, which is appointed by the Borrower at its expense for the purpose of passing on questions relating to all or a portion of the Series 2026 Project that has all licenses and certifications necessary for the performance of such services and has, in the reasonable opinion of the Borrower, a favorable reputation for skill and experience in performing similar services in respect of facilities of a comparable size and nature as that of the Series 2026 Project or applicable portion of the Series 2026 Project.

"Loan Agreement" means this Loan Agreement between the Issuer and the Borrower, as the same may be amended, supplemented, restated, or replaced from time to time in accordance with the provisions of the Indenture and this Loan Agreement.

"Operating Agreement" means the Borrower's Limited Liability Company Agreement, dated as of [____], 2025, as amended and supplemented from time to time.

"Qualified Management or Service Agreement" means a management contract or other service contract the terms of which will not cause interest on any Tax Exempt Bonds to be includable in the gross income of the Owners thereof for federal income tax purposes.

"Supplemental Loan Agreement" means a supplemental loan agreement entered into by and between the Issuer and the Borrower amending, supplementing, restating, or otherwise replacing this Loan Agreement in accordance with Section 12.04 hereof and Article XIII of the Indenture.

"Tax Exempt Organization" means a Person organized under the laws of the United States of America or any state thereof (i) that is an organization described in Section 501(c)(3) of the Code, (ii) that is exempt from federal income taxes under Section 501(a) of the Code, and (iii) that is not a "private foundation," within the meaning of Section 509(a) of the Code, unless there is delivered to the Issuer and the Trustee an opinion of Bond Counsel to the effect that the status of such Person as a private foundation will not bring about an Event of Taxability.

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"2026A Account of the Construction Fund" means the Account of the Construction Fund of that name created in Section 5.05 of the Indenture.

"2026B Account of the Construction Fund" means the Account of the Construction Fund of that name created in Section 5.05 of the Indenture.

Section 1.02. Rules of Construction. For all purposes of this Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(a) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(b) The term "this Loan Agreement" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements supplemental hereto entered into pursuant to the applicable provisions hereof.

(c) All references in this instrument to designated "Articles," "Sections," "subsections," "paragraphs," "clauses," and other subdivisions are to the designated Articles, Sections, subsections, paragraphs, clauses, and other subdivisions of this instrument.

(d) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.

(e) The words "herein," "hereby," "hereunder," "hereof," "hereinabove," "hereinafter" and other equivalent words and phrases refer to this Loan Agreement and not solely to the particular portion hereof in which any such word is used.

(f) All accounting terms not specifically defined herein shall be construed in accordance with GAAP applied on a Consistent Basis.

(g) All references to times of the day shall, unless otherwise stated, be deemed to be references to Eastern time (daylight or standard, as applicable).

(h) Unless otherwise specified, the word "including" shall mean "including, without limitation", the word "or" shall mean "and/or", and the word "any" shall mean "any and all."

Section 1.03. Table of Contents; Titles and Headings. The table of contents, the titles of the articles, and the headings of the sections of this Loan Agreement are solely for convenience of reference, are not a part of this Loan Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

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ARTICLE II
REPRESENTATIONS AND UNDERTAKINGS

Section 2.01. Representations of the Issuer. The Issuer represents, warrants, and acknowledges as follows:

(a) The Issuer is a nonprofit corporation organized and existing under the laws of the Commonwealth and the Interlocal Agreement, is authorized by the Act and the Interlocal Agreement to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder, and has been duly authorized to execute and deliver this Loan Agreement.

(b) The Series 2026 Bonds are to be issued under and secured by this Loan Agreement, pursuant to which certain of the Issuer's rights and interests in this Loan Agreement and the Trust Estate will be pledged and assigned to the Trustee as security for payment of the principal of and premium, if any, and interest on the Series 2026 Bonds. The Issuer covenants that it has not pledged or assigned and, to the extent within its exclusive control, will not pledge or assign any of its interests in this Loan Agreement (excepting Unassigned Rights) or the Trust Estate, other than to the Trustee under the Indenture.

(c) To the best of the Issuer's knowledge, neither the execution and delivery of the Indenture, the Series 2026 Bonds, or this Loan Agreement, nor the consummation of the transactions contemplated thereby and hereby, nor the fulfillment of or compliance with the terms and conditions or provisions of the Indenture, the Series 2026 Bonds, or this Loan Agreement (i) conflicts with or results in the breach of any of the terms, conditions, or provisions of the Constitution of the Commonwealth, any statute of the Commonwealth, the Interlocal Agreement, any other agreement or instrument, or any judgment, order, or decree of which the Issuer has notice that it is a party, (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature upon any property or assets of the Issuer under the terms of the Interlocal Agreement or any other instrument or agreement.

(d) Pursuant to the Act and based solely upon the application submitted by the Borrower and other representations made, information presented, and testimony given by the Borrower, and without independent verification by the Issuer, the Series 2026 Project to be financed or refinanced by the Series 2026 Bonds, constitutes a "building" within the meaning of the Act, and has been determined by the Issuer to promote opportunities for gainful employment and the increase of industry within the Commonwealth.

Section 2.02. Representations of the Borrower. The Borrower makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Borrower is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Alabama, is authorized to do business in the Commonwealth, and has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as it is now being conducted and as it is currently proposed to be conducted. The Borrower is a disregarded

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entity for U.S. federal tax purposes. The Foundation is a nonprofit corporation duly organized, and validly existing under the laws of the State of Alabama, and has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as it is now being conducted and as it is currently proposed to be conducted.

(b) Except as specifically disclosed in the Official Statement for the Series 2026 Bonds, the Borrower is not aware of any litigation, proceedings, or investigations pending or threatened against the Borrower or the Foundation seeking to restrain, enjoin, or, in any way, limit the approval or delivery by the Borrower of the Borrower Documents for the Series 2026 Bonds, or which would, in any manner, challenge or adversely affect the corporate existence of the Borrower or the Foundation, the status of the Foundation as a Tax-Exempt Organization, or the power of the Borrower to enter into and carry out the transactions described in or contemplated by or the execution, delivery, validity, enforceability, or performance by the Borrower of the Borrower Documents for the Series 2026 Bonds.

(c) Neither the Borrower nor the Foundation is in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of the Borrower have been duly filed, and all taxes, assessments, and other governmental charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) The execution and delivery by the Borrower of the Borrower Documents for the Series 2026 Bonds, the consummation of the transactions herein and therein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of the Borrower, (ii) are legal and will not conflict with or constitute, on the part of the Borrower, a violation of, a breach of, or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance (other than Permitted Encumbrances) upon any property of the Borrower under the provisions of, any charter instrument, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, or loan, or any installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties, and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of the Borrower. The Borrower Documents for the Series 2026 Bonds are the valid, legal, binding, and enforceable obligations of the Borrower. The officer or officers of the Borrower executing the Borrower Documents for the Series 2026 Bonds are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Neither the Borrower nor any of its business or properties, nor any relationship between the Borrower and any other Person, nor any circumstance in connection

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with the execution, delivery, and performance by the Borrower of its obligations under any of the Borrower Documents for the Series 2026 Bonds, or the offer, issue, sale, or delivery by the Issuer of the Series 2026 Bonds, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Borrower Documents for the Series 2026 Bonds, the consummation of any transaction therein contemplated, or the offer, issue, sale, or delivery of such Series 2026 Bonds, except as shall have been obtained or made and as are in full force and effect, and except as are not currently obtainable, other than the recording of the Leasehold Mortgage and the filing of financing statements or instruments effective as financing statements perfecting the security interests created by the Leasehold Mortgage, the Security Agreement, and the Assignment of Agreements and Documents to be recorded and filed in connection therewith. To the knowledge of the Borrower, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or before the date the Borrower is legally required to obtain the same.

(f) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or the giving of notice, or both, would become an Event of Default. To the knowledge of the Borrower, the Borrower is not in default or violation in any material respect under any charter instrument, the Operating Agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (f), a default or violation shall be deemed "material" if it would adversely affect the ability of the Borrower to perform its obligations hereunder.

(g) The Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Borrower.

(h) The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction that materially and adversely affects its business, properties, assets, operations, or condition (financial or otherwise). The Borrower is not a party to any contract or agreement, other than the Financing Documents, that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into long term leases.

(i) The property to be encumbered by the Leasehold Mortgage and the Security Agreement is not mortgaged, pledged, or hypothecated in any manner or for any purpose and has not been the subject of a grant of a security interest by the Borrower other than as provided in the Leasehold Mortgage and the Security Agreement as security for its obligations under this Loan Agreement and any Supplemental Loan Agreements, if any.

(j) As of the date of this Loan Agreement, (i) the Foundation is a Tax Exempt Organization, (ii) the Foundation received a determination letter from the IRS to the effect

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that it is a Tax Exempt Organization, (iii) the Foundation is in full compliance with all terms, conditions, and limitations, if any, contained in such determination letter, (iv) such status as a Tax Exempt Organization has not been adversely modified, limited, or revoked, (v) the facts and circumstances that formed the basis for the status of the Foundation, as represented to the IRS in the Foundation's application for a determination letter, either substantially exist for the Foundation or differ in a manner consistent with the requirements of Section 501(c)(3) of the Code, and (vi) the Foundation has not declared, and has not been determined to have, any "unrelated trade or business taxable income," as defined in Section 512 of the Code, in an amount that could have a material adverse effect on the Foundation's status as a Tax Exempt Organization. The Foundation is the sole member of the Borrower and has not made any election to classify the Borrower as other than a disregarded entity under Section 301.7701 3(b)(1)(ii) of the Regulations. The Foundation has conducted its operations and filed all required reports and documents with the IRS so as to maintain its status as a Tax Exempt Organization. The Foundation is organized and operated exclusively for religious, educational, and charitable purposes, and not for pecuniary profit, and no part of its net earnings inures to the benefit of any person, private stockholder, or individual. The Foundation has received no notice or communication of any kind from the IRS directly or indirectly questioning its status under Section 501(c)(3) of the Code or indicating that the Foundation is or will be audited with respect to such status other than the customary review at the end of its advance ruling period, except for correspondence in response to correspondence initiated by the Foundation, and except for the audit of the Foundation's status under Section 501(c)(3) of the Code commenced in 2000, which was concluded favorably for the Foundation in 2002, without any change in such status.

(k) The Borrower has not entered into any management contract or other service contract relating to the Series 2026A Bonds or the Series 2026 Project, with any Person that is not a Qualified Management or Service Agreement.

(l) The Borrower does not maintain and has not maintained and is not a party to and has not been a party to any employee pension or benefit plan.

(m) The representations of the Borrower contained in the Borrower Documents for the Series 2026 Bonds and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower or the Foundation to the Issuer, the Trustee, or the Underwriter in connection with the transactions contemplated hereby do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Issuer, the Trustee, or the Underwriter in writing that materially and adversely affects, or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect, the lease of the Property, the ownership or operation of the Legacy Housing Facilities and/or Series 2026 Housing Facilities, or the properties, business, operations, prospects, profits, or condition (financial or otherwise) of the Borrower or the Foundation, or the ability of the Borrower to perform its obligations under the Borrower Documents for the Series 2026 Bonds, or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by the Financing Documents for the Series 2026 Bonds that has not been set forth in the Official

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Statement for the Series 2026 Bonds or in the other certificates, documents, and instruments furnished to the Underwriter by or on behalf of the Borrower before the date of delivery of the Official Statement for the Series 2026 Bonds in connection with the transactions contemplated hereby.

(n) To the knowledge of the Borrower, based solely on the representations of the Developer, there are no mechanics' or materialmen's liens or other statutory liens on the Series 2026 Project, and no excavation or work of any character, kind, or description has been or will be commenced nor any material of any description for work on the Series 2026 Project delivered on or near the Series 2026 Housing Facilities before the recording of the Leasehold Mortgage and the perfection of the security interest created thereby, except as the Trustee shall be advised in writing, and if the Trustee are so advised in writing of any work or deliveries, the Borrower will provide the Trustee with waivers of all liens with respect to such work or deliveries in such form as may be satisfactory to the Trustee and the Underwriter.

(o) To the knowledge of the Borrower based on the representations of the Developer, the Borrower has obtained, will obtain or will cause to be obtained, all necessary licenses and permits to develop, acquire, construct, equip, install, and renovate the Series 2026 Project, and has obtained, will obtain or will cause to be obtained all necessary licenses, and permits to occupy and operate the Series 2026 Project, as they become required, except where failure to obtain any such license or permit would not have a material adverse effect.

(p) To the knowledge of the Borrower, based on the representations of the Developer, all utility services and facilities necessary for the operation of the Series 2026 Project for its intended purposes are available on the site of the Series 2026 Housing Facilities.

(q) To the knowledge of the Borrower, no condemnation or eminent domain proceeding has been commenced, is currently pending or threatened against the Series 2026 Project.

(r) The Borrower is a single member limited liability company, and the Foundation is and shall remain the only member of the Borrower.

(s) The Borrower hereby covenants and agrees to comply with all requirements of the Code and the Tax Agreement, compliance with which subsequent to the issuance of the Series 2026A Bonds is necessary for interest on the Series 2026A Bonds to be, and to remain, excluded from the gross income of the Owners thereof for federal income tax purposes and not to take any actions that would adversely affect such exclusion under the provisions of the Code.

(t) The Borrower will not use any of the Series 2026A Project, or any proceeds of disposition of the Series 2026A Project, or suffer or permit the Series 2026A Project or proceeds to be used: (i) to the extent that such use will adversely affect the validity of the Series 2026 Bonds or other than as a student housing facility and related improvements or to prepay the Loan Payments, except as provided hereunder, or (ii) in any manner or to any

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extent that would adversely affect the exclusion of the interest on the Series 2026A Bonds from gross income for federal income tax purposes.

(u) To the knowledge of the Borrower based on the representations of the Developer, the Series 2026 Project will conform in all material respects with all applicable zoning, planning, building, environmental, and other regulations of the governmental authorities having jurisdiction of the Series 2026 Project and all licenses and approvals the Borrower requires to operate such Project have been obtained or, if not obtained on the date of this Loan Agreement, are expected to be obtained in the normal course of business at or before the time such authorizations, consents, or approvals are required to be obtained.

(v) No amounts shall be withdrawn from the Construction Fund except to pay or to reimburse the Borrower for any Costs of the Series 2026 Project or except as otherwise permitted in Section 5.05 of the Indenture.

ARTICLE III
LOAN TO THE BORROWER; SECURITY; TITLE

Section 3.01. The Loan and the Notes.

(a) The Issuer hereby agrees to lend to the Borrower, and the Borrower hereby agrees to borrow from the Issuer, the proceeds of the sale of the Series 2026 Bonds, and to apply such proceeds for the purposes of financing the Costs of the Series 2026 Project, funding a portion of the interest on the Series 2026 Bonds accruing during the period of construction of such Project and up to six months thereafter, funding the Debt Service Reserve Fund for such Series 2026 Bonds, financing certain start-up costs and related working capital of the such Project, and paying the Costs of Issuance and certain administrative costs, including the Borrower Fee in accordance with the terms and conditions of this Loan Agreement and the Indenture. The deposit of the proceeds of the sale of the Series 2026 Bonds, as provided in Article VI of the Indenture shall constitute the loan of such proceeds from the Issuer to the Borrower. Such proceeds shall be applied as provided in Article VI of the Indenture. The Borrower shall repay the Series 2026 Loan, as provided in Section 5.02 hereof.

(b) The Borrower's obligation to repay the Series 2026 Loan, together with premium, if any, and interest thereon, which is more fully described in Section 5.02(a) hereof, shall be evidenced by the Series 2026 Notes, which the Borrower hereby agrees to execute and deliver to the Issuer. The Borrower will duly and punctually pay the principal of and premium, if any, and interest on such Series 2026 Notes at the dates and the places and in the manner mentioned therein and herein, according to the true intent and meaning thereof and hereof. Notwithstanding any schedule of payments on such Series 2026 Notes set forth therein or herein, the Borrower shall make payments on such Series 2026 Notes and be liable therefor at times and in amounts sufficient to pay when due all Debt Service Payments on all Series 2026 Bonds, from time to time Outstanding under the Indenture.

Section 3.02. Security for Payments under This Loan Agreement; Recording and Filing.

(a) As security for the payments required to be made to the Issuer under this Loan Agreement and the Series 2026 Notes, the Borrower shall, before or contemporaneously with the

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execution and delivery of this Loan Agreement, execute and deliver the Leasehold Mortgage, the Security Agreement, and the Assignment of Agreements and Documents.

(b) The Leasehold Mortgage shall be recorded by the Borrower in all offices as may at the time be provided by law as the proper place for recordation thereof. Financing statements or instruments effective as financing statements that fully comply with the Commonwealth's Uniform Commercial Code shall be filed with respect to the security interest of the Trustee created by the Security Agreement in the accounts, chattel paper, documents, instruments, and general intangibles arising in any manner from the Borrower's operation of the Series 2026 Housing Facilities, the security interest of the Trustee created by the Assignment of Agreements and Documents, and the security interest of the Trustee created by the Indenture in the Issuer's right, title, and interest in this Loan Agreement and the Series 2026 Notes, and the revenues and amounts to be received and held hereunder and thereunder. The Borrower further agrees that all necessary continuation statements shall be filed within the time prescribed by the Commonwealth's Uniform Commercial Code and the appropriate parties shall maintain possession of appropriate collateral in order to continue the security interests identified in this Section to the end that the rights of the owners of the Series 2026 Bonds, and the Trustee in the Housing Facilities and the other collateral shall be fully preserved as against third party creditors of, or purchasers for value in good faith from, the Issuer or the Borrower.

THE BORROWER WILL PAY OR CAUSE TO BE PAID ALL FILING FEES INCIDENT TO SUCH FILING, AND ALL EXPENSES INCIDENT TO THE PREPARATION, EXECUTION, AND ACKNOWLEDGMENT OF SUCH FILING.

THE ISSUER SHALL HAVE NO RESPONSIBILITY FOR THE PREPARATION, FILING, OR RECORDING OF ANY SUCH CONTINUATION STATEMENT OR FOR THE MAINTENANCE OF ANY SECURITY INTEREST INTENDED TO BE PERFECTED THEREBY. THE ISSUER WILL EXECUTE SUCH INSTRUMENTS PROVIDED TO IT BY THE BORROWER AS MAY BE REASONABLY NECESSARY IN CONNECTION WITH SUCH FILING OR RECORDING.

Section 3.03. Security for Payments under the Series 2026 Bonds. As security for the payment of the Series 2026 Bonds, the Issuer shall execute and deliver the Indenture, under the terms of which all of the right, title, interest, and remedies of the Issuer in this Loan Agreement (except the Unassigned Rights) and the Series 2026 Notes, together with all revenues and amounts to be received and all property to be held by the Issuer thereunder, shall be assigned and pledged as security for, among other things, the payment of such Series 2026 Bonds. The Borrower hereby consents to such assignment and pledge and grant of a first priority security interest and hereby agrees that its obligations to make all payments under this Loan Agreement shall be absolute and shall not be subject to any defense, except payment, or to any right of setoff, counterclaim, or recoupment arising out of any breach by the Issuer of any obligation to the Borrower, whether hereunder or otherwise, or arising out of any indebtedness or liability at any time owing to the Borrower by the Issuer. The Borrower further agrees that all Basic Loan Payments required to be made under this Loan Agreement shall be paid directly to the Trustee for the account of the Issuer. The Trustee shall have all rights and remedies herein accorded to the Issuer (except for Unassigned Rights), and any reference herein to the Issuer shall be deemed, with the necessary changes in detail, to include the

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Trustee, and the Trustee and the Bondholders are deemed to be and are third party beneficiaries of the representations, covenants, and agreements of the Borrower herein contained.

Section 3.04. Warranty of Title. The Borrower warrants that (a) it has acquired a leasehold interest in the Property granted by the Ground Lease, (b) it is the legal owner of the Legacy Housing Facilities in accordance with the Ground Lease, the Deed, and the Bill of Sale, (c) the Series 2026 Project is and will be free from all adverse claims, security interests, and encumbrances, other than Permitted Encumbrances.

Section 3.05. Title Insurance. The Borrower shall, before or simultaneously with the issuance of the Series 2026 Bonds, deliver to the Trustee an ALTA mortgagee's title binder or policy of leasehold mortgage insurance issued by a title insurance company acceptable to the Underwriter and the Trustee in the face amount equal to or exceeding the amount of proceeds of such Series 2026 Bonds expended for the Series 2026 Project and naming the Trustee and the Issuer as insureds, as their interests may appear. The Borrower shall furnish, within the time limit specified in any binder, an original of a mortgagee's title policy of leasehold mortgage insurance issued by such title insurance company. The mortgagee's title policy shall insure that the Trustee has a valid first priority mortgage lien on the Borrower's leasehold interest in the real property described in Exhibit B to this Loan Agreement subject only to Permitted Encumbrances. There shall be deleted in such policy the standard exceptions for discrepancies, encroachments, overlaps, conflicts in boundary lines, servitudes, shortages in area or other matters that would be disclosed by an accurate survey and inspection of the real property described in Exhibit B to this Loan Agreement, for mechanics' and materialmen's liens, or for rights or claims of parties in possession and easements or claims of easements now shown by the public records. Such policy shall contain the standard zoning endorsement. In lieu of the standard zoning endorsement, the Borrower may provide an opinion of Independent Counsel as to the matters contained in the standard zoning endorsement. Any Net Proceeds payable either to the Issuer or the Borrower under such policy shall be subject to the lien of the Indenture, shall be paid to the Trustee and held by the Trustee in the Insurance Fund, and shall, at the Borrower's written direction, be either (a) used to acquire or construct replacement or substitute property for that to which title has been lost, or (b) used to redeem such Series 2026 Bonds pursuant to Section 3.05(a)(i) of the Indenture. Any proceeds of title insurance remaining after such Series 2026 Bonds are no longer Outstanding shall be paid to the University. Any such replacement or substitute property must be approved in writing by the Issuer and the Trustee.

Section 3.06. Borrower's Covenants Regarding Title. The Borrower shall protect, preserve, and defend its interest in the Series 2026 Housing Facilities; appear and defend such interest in any action or proceeding affecting or purporting to affect the Series 2026 Housing Facilities, the liens of the Leasehold Mortgage, the Security Agreement, or the Assignment of Agreements and Documents thereon, or any of the rights of the Trustee thereunder; and pay on demand all costs and expenses incurred by the Trustee in or in connection with any such action or proceeding, including reasonable attorneys' fees, as described in Section 10.04 hereof, whether any such action or proceeding progresses to judgment and whether brought by or against the Trustee. The Trustee shall be reimbursed for any such costs and expenses in accordance with the provisions of Section 6.08 hereof. If the Borrower shall not take the action contemplated herein, the Trustee or the Issuer may, but shall not be under any obligation to, appear or intervene in any such action or proceeding and retain counsel therein and defend the same or otherwise take such action therein as it may be advised and

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may settle or compromise the same and, in that behalf and for any of such purposes, may expend and advance such sums of money as it may deem necessary, and such sums shall be an advance payable in accordance with Section 6.08 hereof.

Section 3.07. Environmental Condition of the Series 2026 Project and Indemnification.

(a) The Borrower warrants and represents to the Issuer and the Trustee that, to the best of its knowledge, based solely upon the representations and warranties of the University under the Ground Lease, and other than as disclosed in that certain report dated [____] by [____]:

(i) while the Issuer or the Trustee has any interest in or lien on the Series 2026 Housing Facilities, the Series 2026 Housing Facilities are and at all times hereafter, will continue to be in compliance in all material respects with all Environmental Laws, as hereinafter defined, and

(ii) as of the date hereof there are no Hazardous Materials, as defined in subsection (d) of this Section, substances, wastes, or other environmentally regulated substances (including any materials containing asbestos) located on, in, or under the Series 2026 Housing Facilities, or used in connection therewith. The Borrower further warrants and represents that it will require the Developer or Manager, as the case may be, to promptly notify the Issuer, the University and the Trustee in writing of any change in the nature or extent of any Hazardous Materials, substances, or wastes maintained on, in, or under the Series 2026 Housing Facilities or used in connection therewith, and to transmit to the Issuer, the University, and the Trustee copies of any citations, orders, notices, or other material governmental or other communication received with respect to any other Hazardous Materials, substances, wastes, or other environmentally regulated substances affecting the Series 2026 Project. The Borrower warrants and represents that all work on the Series 2026 Housing Facilities and activities of contractors, sub-contractors, consultants, or any other agent of the Borrower will also be in compliance in all material respects with all applicable federal, state, and local environmental laws, regulations, and ordinances as cited above, and further warrants and represents that neither the Borrower nor its agents will engage in any management of solid or hazardous wastes at the Series 2026 Housing Facilities in violation of any applicable federal, state, and local environmental laws, regulations, and ordinances.

(b) The Borrower shall indemnify and hold the Issuer and the Trustee harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments, and expenses (including attorneys,' consultants,' or experts' fees and expenses of every kind and nature) suffered by or asserted against the Issuer and the Trustee as a direct or indirect result of any warranty or representation made by the Borrower in the preceding subsection being false or untrue in any respect or any requirement under any law, regulation, or ordinance, local, state, or federal, that requires the elimination or removal of any Hazardous Materials, substances, wastes, or other environmentally regulated substances.

(c) The Borrower's obligations hereunder to the Issuer and the Trustee shall not be limited to any extent by the term of the Series 2026 Bonds, and, as to any act or occurrence before payment in full and satisfaction of such Series 2026 Bonds that gives rise to liability hereunder, shall continue, survive, and remain in full force and effect notwithstanding payment in full and satisfaction

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of such Series 2026 Bonds and this Loan Agreement or foreclosure under the Leasehold Mortgage, or delivery of a deed in lieu of foreclosure.

(d) For purposes of this section, the term "Hazardous Materials" means petroleum, petroleum byproducts (including crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity), natural or synthetic gas products, or any hazardous substance or material, waste, pollutant, or contaminant, defined as such in (or for the purposes of) the Environmental Laws. "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96 510, 94 Stat. 1613, the Resource Conservation and Recovery Act ("RCRA"), the Clean Air Act, as amended (42 U.S.C. §§7401 et seq.), the Clean Water Act, as amended (33 U.S.C. §§1251 et seq.), including all amendments to such acts, or any federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree, regulating, relating to or imposing liability or standards of conduct concerning any petroleum, petroleum byproduct (including crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity) natural or synthetic gas, products, or hazardous substance or material, toxic or dangerous waste, substance or material, pollutant, or contaminant, as may now or at any time hereafter be in effect.

Section 3.08. Annual Certificate. During the term of this Loan Agreement, the Borrower will furnish to the Issuer and the Trustee within 180 days after the end of each Annual Period, commencing with the Annual Period ended [June 30, 2027], a certificate of an Authorized Borrower Representative, stating that the signer of the certificate has made a review of the activities of the Borrower during the preceding Annual Period for the purpose of determining whether or not the Borrower, to the knowledge of such signer, is in compliance with its post-issuance compliance policy in all material respects and whether the Borrower has complied with all of the terms, provisions, and conditions of this Loan Agreement and the Project Certificate in all material respects and that, to the knowledge of such signer, the Borrower has kept, observed, performed, and fulfilled each and every covenant, provision, and condition of this Loan Agreement (in all material respects) and in the Project Certificate to be performed by the Borrower and is not in material default in the performance or observance of any of the covenants, provisions, or conditions hereof or thereof, or if there shall be such a default, such certificate shall specify all such defaults and the nature thereof of which the signer of the certificate shall have knowledge and the corrective action being undertaken or to be undertaken with respect thereto.

Section 3.09. No Recourse to Issuer.

(a) Notwithstanding any provision of the Indenture, this Loan Agreement, or the Series 2026 Bonds, to the contrary:

(i) The Series 2026 Bonds are special and limited obligations of the Issuer, payable solely from and secured by the Trust Estate, including the revenues and income pledged for the payment thereof pursuant to the Indenture and this Loan Agreement. Any such Series 2026 Bonds are not and never shall become general obligations of the Issuer.

(ii) Neither the Issuer, the Commonwealth, nor any of its political subdivisions shall be directly, indirectly, contingently or morally obligated to use any other moneys or

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assets to pay all or any portion of the debt service due on the Series 2026 Bonds, to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.

(iii) The Commonwealth shall not in any event be liable for the performance of any pledge, obligation or agreement of any kind whatsoever that may be undertaken or made by the Issuer or the Borrower. The Issuer shall not in any event be liable for the performance of any pledge, obligation or agreement of any kind whatsoever undertaken or made by the Borrower.

(iv) The Series 2026 Bonds are not a pledge of the faith and credit of the Issuer, the Commonwealth, or any of its political subdivisions nor do they constitute indebtedness within the meaning of any constitutional or statutory debt limitation. Neither the Series 2026 Bonds, this Loan Agreement, nor any of the agreements or obligations of the Issuer or the Borrower shall be construed to (A) constitute an indebtedness or obligation, general, moral or otherwise, of the Commonwealth or the Issuer within the meaning of any constitutional or statutory provisions, or (B) give rise to any pecuniary liability on, or be a charge against, the general credit or taxing powers of the Commonwealth or the Issuer.

(v) The Issuer shall not be liable for payment of the principal of or premium, if any, or interest on the Series 2026 Bonds, or any other costs, expenses, losses, damages, claims or actions of any conceivable kind on any conceivable theory, under or by reason of or in connection with the Indenture, the Series 2026 Bonds, or any other documents, except only to the extent amounts are received for bond payments or loan payments from the Borrower under the Indenture or this Loan Agreement.

(vi) It is hereby understood and agreed that all of the representations and warranties of the Issuer contained in the Indenture and this Loan Agreement are subject to the limitations set forth in this Section and are not intended to and do not create a general obligation of the Issuer.

(b) Notwithstanding any provision of the Indenture, this Loan Agreement, or the Series 2026 Bonds, to the contrary, the Issuer shall be entitled to refrain from taking any action otherwise required of it under the Indenture, the Tax Agreement, or this Loan Agreement unless and until the Borrower shall have caused adequate provision for the payment of any and all reasonable costs and expenses, outlays, and counsel fees and other disbursements, and against all liability, to be provided for the account of the Issuer in advance of taking such action. Notwithstanding any provision of the Indenture, this Loan Agreement, or such Series 2026 Bonds, to the contrary, the Issuer may consult with independent counsel, chosen by it with reasonable care, and shall not be liable for action taken or not taken in good faith in reliance upon the written advice or opinion of such counsel.

(c) Notwithstanding any provision of the Indenture, this Loan Agreement, or the Series 2026 Bonds, to the contrary:

(i) No person executing an Issuer Deliverable is liable personally on or with respect to such Issuer Deliverable or otherwise subject to any personal liability or accountability by reason thereof.

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(ii) No recourse shall be had for the payment of the principal of or premium, if any, or interest on the Series 2026 Bonds, or for any claim based thereon or any certification, obligation, covenant, or agreement in any Issuer Delivery against any past, present or future member, officer, agent, attorney, employee, director, trustee, or other official of the Issuer or any incorporator, member, officer, agent, attorney, employee, director, trustee, other official, or independent contractor of any successor corporation of the Issuer or any person executing the Series 2026 Bonds, or any other Issuer Deliverable.

(iii) No covenant, stipulation, promise, certification, agreement, or obligation contained in the Series 2026 Bonds, the Indenture, this Loan Agreement, or any other Issuer Deliverable executed in connection therewith shall be deemed to be the covenant, stipulation, promise, agreement, or obligation of any present or future member, director, trustee, officer, agent, attorney, employee, or other official of the Issuer in his or her individual capacity, and neither any official of the Issuer, nor any officers executing the Series 2026 Bonds, shall be liable personally on the Series 2026 Bonds, or be subject to any personal liability or accountability by reason of the issuance of the Series 2026 Bonds.

By their purchase of each Series 2026 Bond, each Bondholder shall be deemed to have acknowledged and agreed to the provisions of this Section and that the Issuer has no taxing power.

Section 3.10. Compliance with Laws. Subject to provisions of Section 3.09 hereof, the Borrower will, through the term of this Loan Agreement, at no expense to the Issuer, promptly comply or cause compliance with all applicable laws, ordinances, orders, rules, regulations, and requirements of duly constituted public authorities, which may be applicable to the Series 2026 Housing Facilities, or to the repair and alteration thereof, or to the use or manner of use of the Series 2026 Housing Facilities, including the Americans with Disabilities Act, the Kentucky Accessibility Code, all federal, Commonwealth, and local environmental and health and safety laws, rules, regulations, and orders applicable to or pertaining to the Series 2026 Housing Facilities, and the Federal Worker Adjustment and Retraining Notification Act.

Section 3.11. Operation of Series 2026 Housing Facilities. The Borrower shall operate the Series 2026 Housing Facilities, as student housing facilities and related facilities or cause the same to be operated as student housing facilities and related facilities in accordance with the Ground Lease, for rent only to Eligible Tenants (as defined in the Ground Lease), and shall continue to maintain the Series 2026 Project in compliance with all applicable life and safety codes and all applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of the United States of America, the Commonwealth, and any political subdivision or agency thereof having jurisdiction over the Series 2026 Housing Facilities.

Section 3.12. Indenture Provisions. The Indenture provisions concerning the Series 2026 Bonds, and the other matters therein are an integral part of the terms and conditions of the Loan made by the Issuer to the Borrower pursuant to this Loan Agreement, and the execution of this Loan Agreement shall constitute conclusive evidence of approval of the Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the Indenture by its terms imposes a duty or obligation on the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the Indenture, and the

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Borrower hereby agrees to carry out and perform all of its obligations under the Indenture as fully as if the Borrower were a party to the Indenture.

ARTICLE IV
ACQUISITION, CONSTRUCTION, FURNISHING, AND EQUIPPING OF THE SERIES 2026 PROJECT; ISSUANCE OF THE BONDS; INVESTMENT OF FUNDS

Section 4.01. Development, Acquisition, Construction, Equipping, Installation, and Renovation of the Series 2026 Project.

(a) Promptly following the issuance and sale of the Series 2026 Bonds, the Borrower shall acquire and construct the Series 2026 Project. The Issuer hereby authorizes the Borrower to use the proceeds of the Series 2026 Bonds, and other amounts deposited into the Construction Fund from time to time to develop, acquire, construct, equip, install, and renovate the Series 2026 Project (including any necessary demolition). The Borrower hereby agrees (i) that it will exercise the foregoing authorizations given to it by the Issuer, (ii) that the Series 2026 Project will be acquired and constructed, all in accordance with the Plans and Specifications applicable to the Series 2026 Project and (iii) that it expects that the proceeds the Series 2026 Bonds deposited to the Construction Fund will be expended within three years from the date of issuance of the Series 2026 Bonds.

(b) The Borrower agrees that it will, at all times during the construction of the Series 2026 Project maintain or cause the Developer or the General Contractor to maintain, at a minimum, the insurance set forth in Section 20 of the Ground Lease or otherwise identified on Exhibit M to the Development Agreement. Such policy or policies of insurance required under Sections 20(e) of the Ground Lease (commercial general liability), Section 20(f) of the Ground Lease (business automobile liability), and Section 20(h) of the Ground Lease (umbrella/excess liability) shall name the Issuer, the Borrower, the Trustee, and the University as additional insureds for ongoing and completed operations on a primary and noncontributory basis and include a waiver of subrogation rights endorsement in favor of the additional insureds, a waiver of subrogation rights endorsement shall also apply to Section 20(b) of the Ground Lease with respect to workers' compensation and employer's liability coverage in favor of the Issuer, the Borrower, the Trustee, and the University, the insurance required under Section 20(c) of the Ground Lease (property/business interruption) shall name the Issuer, the Borrower, the Trustee, and the University as insureds, as their interest may appear, and shall name the Trustee as mortgagee and loss payee under a standard Loss Payable Endorsement providing that no act or omission by the named insured shall in any way prejudice the rights of the Trustee thereunder, and all Net Proceeds received under such policy or policies by the Borrower, the Trustee, or the Issuer shall be paid over to the Trustee and deposited into the Insurance Fund to be applied to the restoration or completion of the Series 2026 Project or to the redemption of Bonds, including the Series 2026 Bonds, in accordance with the provisions of Section 6.05 and Section 7.01 hereof. Moneys held by the Trustee in the Insurance Fund shall be invested and disbursed, from time to time, as provided in Section 7.04 hereof. All such policies or copies thereof or certificates that such insurance is in full force and effect shall be delivered to the Trustee at or before the delivery of the Series 2026 Bonds.

(c) The Borrower further agrees that it will cause the Developer to require the General Contractor to deliver to the Trustee separate performance and labor and material payment bonds with respect to "material subcontractors," as defined in the Development Agreement, and in the full

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amount required by the Development Agreement, made by the contractor thereunder as the principal and a surety company or companies, acceptable to the Borrower, Trustee, and the Developer, as surety; such bonds to be in such forms as are acceptable to the Borrower, the Trustee, and the Developer. The bonds shall name the General Contractor as the primary oblige and the Issuer, the Borrower, the Trustee, the University, and the Developer as dual or additional obligees, and all Net Proceeds received under the bonds by the Borrower, the Trustee, or the Issuer shall become a part of and be deposited into the Construction Fund, or if received after the Completion Date of the Series 2026 Project, shall be used to pay any obligation then owed by the Borrower under this Loan Agreement, and if any Net Proceeds remain, shall be paid to the University. Any amounts recovered by way of penalties or damages, whether liquidated or actual, for delays in completion by a contractor, payment for which the Borrower is otherwise entitled, shall be deposited into the Bond Fund.

(d) The Borrower shall develop, acquire, construct, install, equip, and renovate the Series 2026 Project (including any necessary demolition) in accordance with the Plans and Specifications and the Construction Contracts and warrants that the construction or renovation of the Series 2026 Project in accordance with such Plans and Specifications will, result in a facility suitable for use by the Borrower as student housing facilities and that all real and personal property provided for therein is necessary or appropriate in connection with the Series 2026 Project. The Borrower may make changes in or additions to the Plans and Specifications for the Series 2026 Project; provided, however that the foregoing shall not be a limitation on any approval right of the Developer made under the Development Agreement or the University under the Ground Lease.

(e) The Borrower shall not permit any mechanics' or materialmen's or other liens to be perfected or remain against the Series 2026 Project for labor or materials furnished in connection with the construction and renovation of the Series 2026 Project provided that it shall not constitute an Event of Default upon such liens being filed, if the Borrower shall promptly notify the Trustee of any such liens, and the Borrower shall in good faith promptly contest such liens; in such event the Borrower may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom provided the Borrower shall furnish the Trustee with a bond or cash deposit equal to at least the amount so contested, a title insurance endorsement, or an opinion of Independent Counsel reasonably acceptable to the Trustee stating that by nonpayment of any such items, the liens of the Leasehold Mortgage, the Security Agreement, and the Assignment of Agreements and Documents as to any material part of the Series 2026 Project will not be materially and imminently endangered and neither the Series 2026 Project nor any material part thereof will be subject to imminent loss or forfeiture. The proceeds of the bond, cash deposit, or title insurance endorsement may be used by the Trustee to satisfy the lien if action is taken to enforce the lien and such action is not stayed. If the Borrower shall be unable or shall otherwise fail to obtain such a bond or provide such a cash deposit or title insurance endorsement or such an opinion of Independent Counsel, the Borrower shall promptly cause to be satisfied and discharged all such items by payment thereof. If the Borrower shall fail to pay any of the foregoing items required by this Section to be paid by the Borrower, the Issuer or the Trustee may (but shall be under no obligation to) pay the same, and any amounts so advanced therefor by the Issuer or the Trustee shall become an advance repayable in accordance with Section 6.08 hereof. The Borrower shall complete the acquisition and construction or renovation of the Series 2026 Project as promptly as practicable and with all reasonable dispatch.

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Section 4.02. Project Records. The Borrower will maintain (or will cause to be maintained) such records in connection with the acquisition, construction, equipping, installation, and renovation of the Series 2026 Project as are required to permit ready identification of the Series 2026 Project and the Costs of the Series 2026 Project.

Section 4.03. Construction Fund.

(a) Section 5.05 of the Indenture authorizes and directs the Trustee to disburse moneys in the Construction Fund to pay for the Costs of the Series 2026 Project.

(b) Each payment from the Construction Fund shall be made by the Trustee in lawful money of the United States by check or interbank transfer of funds. Each such payment shall be made by the Trustee to the payee or payees identified on the requisition (or supporting application for payment) submitted by the Borrower to the Trustee, provided that each such requisition and supporting application for payment facially complies with the requirements of this Section and the Indenture. In responding to a requisition to make a disbursement from the Construction Fund, the Trustee may rely upon any instrument or signature reasonably believed by it to be genuine and authorized and shall not be required to confirm or otherwise investigate any factual statements made therein. The Borrower hereby covenants and agrees to indemnify and save harmless the Issuer and the Trustee and their respective officers, directors, members, agents, and employees from any liability incurred in connection with any application for payment, which indemnification shall survive the Agreement Term.

(c) Subject to compliance by the Borrower with all of the terms, provisions, and conditions of this Loan Agreement and the Project Certificate, including the applicable conditions for disbursements set forth in this Section, the Issuer shall cause the Trustee to disburse sums in the Construction Fund to the Borrower or to the appropriate payee for Non-Construction Costs in one or more disbursements in accordance with the following procedures:

(i) Not less than five Banking Days before the date on which the Borrower desires a disbursement, but not more frequently than monthly, the Borrower shall submit to the Trustee a requisition for payment substantially in the form of Exhibit D-1 or Exhibit D-2, to the Indenture, as applicable, which shall be accompanied by an itemization of Non-Construction Costs in such detail as the Trustee shall require, and the accuracy of such cost and fee itemization shall be certified by the Borrower. The Borrower shall designate the 2026A Account of the Construction Fund or the 2026B Account of the Construction Fund from which the disbursement is to be paid, or other such named account as designated in connection with the issuance of Additional Bonds. The requisition must be signed by the Authorized Borrower Representative and approved by the Authorized Developer Representative for Exhibit D-1 to the Indenture, or approved by the Authorized Manager Representative for Exhibit D-2 to the Indenture, as applicable.

(ii) A disbursement request for Non-Construction Costs submitted in accordance with the foregoing procedure need not comply with, and shall not be subject to the requirements of, subsections (d), (f), or (g) of this Section.

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(d) Subject to compliance by the Borrower with all of the applicable terms, provisions, and conditions of this Loan Agreement and the Project Certificate, including the conditions for disbursements set forth in this Section, the Issuer upon such Borrower direction will cause the Trustee to disburse sums in the Construction Fund to the Borrower, to the Developer under the Development Agreement, or to the appropriate contractor under the Construction Contracts for Construction Costs in several disbursements in accordance with the following procedures:

(i) Not less than five Banking Days before the date on which the Borrower desires a disbursement, but not more frequently than monthly, the Borrower shall submit to the Trustee a Requisition substantially in the form of Exhibit E to the Indenture, together with a Payment Application in the form attached as Exhibit I to the Development Agreement (a "Payment Application"), which shall be accompanied by all of the information required for such Payment Application by the Development Agreement.

(ii) The Developer shall approve each requisition for payment, and such approval shall constitute a certification to the Trustee and the Borrower as of the date of such Payment Application that the Architect has certified, in accordance with the attachments to each Payment Application for payment and the Architect's Agreement, that all work theretofore performed is in compliance with the Plans and Specifications and that all work and material for which payment is sought has been done and provided.

(iii) The Developer shall determine the "maximum allowable disbursement" by adding to the cost of completed construction to date (as determined by the Developer on the basis of its review of the Application and Certificate of Payment and cost breakdown) any allowable Non-Construction Costs related to the Series 2026 Project.

(iv) Subject to the requirements of subsection (h) of this Section, the disbursement requested from the Trustee shall be the "maximum allowable disbursement" as determined under clause (iii) above, less: (A) the percentage of the cost of completed construction specified in the Development Agreement to be retained (hereinafter referred to as the "Retainage"), and (B) the amounts previously disbursed by the Trustee. Retainage under the Development Agreement may only be disbursed by the Trustee after the requirements of the Development Agreement related to such Retainage shall have been performed to the satisfaction of the Borrower, as evidenced by the signature of the Authorized Borrower Representative on the related Payment Application.

(e) Notwithstanding any other terms and provisions set forth herein, the Trustee, at the direction of the Borrower, in its discretion, shall make all disbursements or any disbursement directly to the Borrower (in accordance with paragraph (h)(ii) hereof), to the Developer, to the General Contractor, to any contractor, or to any subcontractor, laborer, materialman, or Person furnishing labor, services, or materials used or to be used on or in the construction of the Series 2026 Project (including authorized extras) or to any combination of them. Any such disbursement shall be deemed to have been made to the Borrower or for its account.

(f) The execution of each Certificate and Requisition submitted for disbursements relating to Construction Costs by the Borrower shall constitute the certification, warranty, and agreement of the Borrower as follows:

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(i) the Series 2026 Project is free and clear of all liens and encumbrances, except Permitted Encumbrances;

(ii) all evidence, statements, and other writings required to be furnished under the terms of this Loan Agreement and the Indenture are true in all material respects and omit no material fact the omission of which may make them misleading;

(iii) all moneys previously disbursed have been used solely to pay for costs allowed by this Loan Agreement, and the Borrower has written evidence to support this item of warranty;

(iv) none of the items for which payment is requested has formed the basis for any payment previously made from the Construction Fund;

(v) other than those costs for which payment is requested pursuant to the requisition, the Retainage and amounts withheld from the General Contractor or other contractors or their subcontractors pursuant to applicable law necessary to resolve disputed liens or claims, all bills for labor, materials, and fixtures used, or on hand and to be used, in the construction of the portion of the Series 2026 Project financed by the applicable series of Bonds, have been paid, and no Person is asserting a lien with respect thereto, except Permitted Encumbrances;

(vi) such Certificate and Requisition contains no items representing payment of any amount constituting Costs of Issuance;

(vii) the payment of such requisition is in compliance with the Project Certificate, and, together with the payment of all prior requisitions, will not result in more than 5% of the proceeds of any series of Tax Exempt Bonds being used directly or indirectly in any trade or business carried on by any Person that is not a Tax Exempt Organization or a Governmental Person or in any unrelated trade or business of a Tax Exempt Organization;

(viii) the amount remaining in the Construction Fund after the payments of such requisition plus expected earnings thereon are sufficient to pay the remaining Costs of the Series 2026 Project (excluding permitted start-up costs) as determined on the date of such requisition; and

(ix) no Event of Default has occurred and is continuing.

(g) The Borrower covenants and agrees that, upon the request of the Trustee from time to time, it shall furnish the Trustee with evidence that is reasonably satisfactory to the Trustee (including certificates and affidavits of the Borrower or the Developer or any contractor or such other person as the Trustee may reasonably require) showing to its knowledge (i) the total costs of construction existing at that time, (ii) that, other than those costs for which a payment requisition is outstanding, the Retainage and amounts withheld by the General Contractor, other contractors or their subcontractors pursuant to applicable law necessary to resolve disputed liens or claims, all outstanding claims for labor, materials, fixtures, furnishings, equipment, and other work have been paid or provided for in accordance with the requirements of this Loan Agreement, (iii) that there are

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no liens outstanding or unpaid other than Permitted Encumbrances and liens contested under Section 4.01(e) hereof, (iv) that the Borrower has substantially complied with all of the Borrower's obligations hereunder and under the Indenture, (v) that the Architect has certified, in accordance with the attachments to each requisition for payment and the Architect's Agreement, that all construction has been done in accordance with the Plans and Specifications, (vi) that the performance and labor and material payment bonds required by Section 4.01(c) hereof are in full force and effect, and (vii) that no Event of Default has occurred and is continuing. Notwithstanding the foregoing, in providing any evidence, certificate or affidavit to the Trustee under this Section, the Borrower may reasonably rely upon certificates of the Developer or the General Contractor with respect to clause (i), (ii), (iii), and (v).

(h) The Trustee shall not make any disbursement from the Construction Fund unless each and all of the conditions precedent set forth below shall have been met and complied with in full:

(i) at the time of each disbursement the Trustee shall not have or be deemed to have notice of an Event of Default that has occurred and is continuing, as provided in Section 11.01(h) of the Indenture; and

(ii) at the time each disbursement is made pursuant to this Section as a reimbursement to the Borrower or the Issuer, the Borrower or the Issuer shall deliver to the Trustee evidence satisfactory to the Trustee of prior payment by the Borrower or the Issuer to the appropriate contractor or supplier under the Construction Contracts or other person of the amount then and theretofore approved for payment.

(i) If sufficient liquid funds shall not be available to the Trustee at the time of presentment of an Certificate and Requisition due to the particular form of Construction Fund investments or a lack of funds, payment of such Certificate and Requisition shall be delayed until liquid funds or additional funds sufficient to satisfy the requirements of this Section shall have been received by the Trustee.

Section 4.04. Establishment of Completion Date. The Completion Date of the Series 2026 Project shall be evidenced to the Trustee by a certificate of substantial completion listing the items to be completed or corrected, if any, and the amounts to be withheld therefor, signed by the Authorized Borrower Representative and approved by the Developer stating (i) that, with respect to the construction of any new Housing Facility comprising a portion of the Series 2026 Project, except for amounts retained by the Trustee for Costs of such portion of the Series 2026 Project not then due and payable as provided in Section 4.03 hereof, (a) the Architect has certified, in accordance with the attachments to each requisition for payment and the Architect's Agreement, that construction of such portion of the Series 2026 Project has been completed substantially in accordance with the Plans and Specifications for such portion and all labor, services, materials, and supplies used in such construction have been paid or provided for, (b) the Architect has certified, in accordance with the attachments to each requisition for payment and the Architect's Agreement, that all other facilities necessary in connection with the construction of such portion have been constructed, acquired, and installed substantially in accordance with the Plans and Specifications for such portion, and all costs and expenses incurred in connection therewith have been paid or provided for, (c) according to the "as built" survey of any new Housing Facility comprising a portion of the Series 2026 Project or a certificate of the surveyor, such portion does not encroach on any other property or violate any

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setback or sideline requirements applicable to such portion, and (d) a certificate of occupancy for such portion has been issued by appropriate local governmental authorities, if applicable; (ii) that, with respect to the renovation or improvement or any Legacy Housing Facility, all expenditures necessary to be made with respect to such renovations or improvements have been made and such renovations and improvements are completed to the satisfaction of the Developer and the Borrower. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. The Developer shall certify the matters covered by (a) and (b) above. It shall be the duty of the Borrower to cause the certificate contemplated by this Section to be furnished as soon as the construction of applicable Series 2026 Project shall have been substantially completed.

IF THE BORROWER DETERMINES NOT TO COMPLETE ANY PORTION OF THE SERIES 2026 PROJECT FOR WHICH PROCEEDS OF THE SERIES 2026 BONDS (OR INVESTMENT EARNINGS THEREON) ARE AVAILABLE AND DELIVERS THE COMPLETION CERTIFICATE, OR FUNDS SUCH PORTION OF SUCH SERIES 2026 PROJECT FROM ANY OTHER SOURCE, SUCH SERIES 2026 BOND PROCEEDS (OR INVESTMENT EARNINGS THEREON) OTHERWISE ALLOCABLE TO SUCH PORTION MUST BE USED EITHER (I) TO PAY COSTS OF THE REMAINING PARTS OF SUCH SERIES 2026 PROJECT, PROVIDED THAT THE BORROWER CERTIFIES TO THE ISSUER AND THE TRUSTEE THAT AFTER RECALCULATING THE AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF THE SERIES 2026 PROJECT BEING FINANCED, REFINANCED, OR REIMBURSED WITH PROCEEDS OF THE SERIES 2026 BONDS (OR INVESTMENT EARNINGS THEREON), THE WEIGHTED AVERAGE MATURITY OF SUCH SERIES OF BONDS WILL NOT EXCEED 120% OF THE AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF THE APPLICABLE PORTION OF THE SERIES 2026 PROJECT, (II) TO PAY THE COSTS OF OTHER PROJECTS QUALIFYING UNDER THE ACT, WITH THE APPROVAL OF THE ISSUER, (III) TO REDEEM PRINCIPAL ON THE SERIES 2026 BONDS IN ACCORDANCE WITH THE PROVISIONS OF THIS LOAN AGREEMENT AND THE INDENTURE, OR (IV) IN ANY OTHER LAWFUL MANNER, PROVIDED, IN EACH CASE, THAT THERE SHALL BE DELIVERED TO THE TRUSTEE AND THE ISSUER A FAVORABLE OPINION OF BOND COUNSEL WITH RESPECT TO SUCH APPLICATION. IF THE BORROWER SHALL SO DETERMINE (1) NOT TO COMPLETE ANY PORTION OF THE SERIES 2026 PROJECT OR (2) TO FUND SUCH PORTION FROM ANY OTHER SOURCE, SUCH PORTION OF THE SERIES 2026 PROJECT SHALL NO LONGER BE DEEMED TO BE WITHIN THE MEANING OF THE TERM "SERIES 2026 PROJECT" FOR ANY PURPOSE OF THIS LOAN AGREEMENT OR THE INDENTURE. IN ADDITION, IF THE BORROWER SHALL SO DETERMINE TO USE AVAILABLE BOND PROCEEDS TO PAY THE COSTS OF OTHER PROJECTS APPROVED BY THE ISSUER, SUCH PROJECTS SHALL THEREAFTER BE DEEMED TO BE WITHIN THE MEANING OF THE TERM "SERIES 2026 PROJECT" FOR ALL PURPOSES OF THIS LOAN AGREEMENT AND THE INDENTURE.

Section 4.05. Payment of Costs of the Series 2026 Project if Construction Fund Insufficient. The Issuer does not make any warranty or representation, either express or implied, that the moneys that will be paid into the Construction Fund and that, under the provisions of this Loan Agreement, will be available for payment of the Costs of the Series 2026 Project will be sufficient to pay all the costs that will be incurred in that connection. Subject to the terms of the Development

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Agreement, the Borrower agrees that if after exhaustion of the moneys in the Construction Fund the Borrower shall pay, or, to the extent authorized pursuant to the Development Agreement, cause the Developer to pay, any portion of such Costs of the Series 2026 Project, it shall not be entitled to any reimbursement therefor from the Issuer or from the Trustee or from the owners of any of the Series 2026 Bonds, nor shall it be entitled to any diminution of the Loan Payments. The obligation of the Borrower to complete the construction of the Series 2026 Project, shall survive any termination of this Loan Agreement.

Section 4.06. Authorized Borrower and Issuer Representatives and Successors. The Borrower and the Issuer, respectively, shall designate the Authorized Borrower Representative and the Authorized Issuer Representative. If any person so designated and such person's alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Loan Agreement, a successor shall be appointed in the same manner.

Section 4.07. Investment of Funds and Accounts.

(a) Subject to Article VII of the Indenture and Section 4.08 hereof, any moneys held by the Trustee as a part of the Revenue Fund, the Bond Fund, the Redemption Fund, the Cost of Issuance Fund, the Construction Fund, the Debt Service Reserve Fund, the Repair and Replacement Fund, the Insurance Fund, the Condemnation Fund, the Operations Contingency Fund, the Surplus Fund, or the Rebate Fund or as reserves in connection with contested liens or any other special trust funds, shall be invested or reinvested in such Permitted Investments as may be designated by the Borrower, which designation shall not contain directions contrary to the laws of the Commonwealth, the Tax Agreement, or Section 7.01 of the Indenture. The particular investments shall be designated by the Borrower to the Trustee at the written (or oral confirmed in writing) direction of the Authorized Borrower Representative. The Trustee shall not be liable for any depreciation in the Value of any obligations in which moneys of funds or accounts held under the Indenture shall be invested, as aforesaid, or for any loss arising from any investment or for any investment that does not comply with the laws of the Commonwealth.

(b) The investments so purchased shall be deemed at all times a part of the Revenue Fund, the Redemption Fund, the Bond Fund, the Cost of Issuance Fund, the Construction Fund, the Debt Service Reserve Fund, the Repair and Replacement Fund, the Insurance Fund, the Condemnation Fund, the Operations Contingency Fund, the Surplus Fund, or the Rebate Fund, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited as provided in Section 7.02 of the Indenture, and any losses resulting from such investments shall be charged to such Fund and paid by the Borrower.

Section 4.08. Special Investment Covenants. The Issuer and the Borrower each covenant that it shall not directly or indirectly use or permit the use of any proceeds (as defined in the Regulations) of any issue or any other funds of the Issuer or the Borrower, or take or omit to take any action, or direct the Trustee to invest any funds held by it, in such manner as will cause any Tax Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and any Regulations proposed or promulgated in connection therewith or to be "federally guaranteed," as such term is used and defined in Section 149(b) of the Code and any Regulations proposed or promulgated in connection therewith. To that end, the Issuer and the Borrower shall comply with all requirements of Section 148 of the Code to the extent applicable to any Tax Exempt Bonds. If at any

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time the Issuer or the Borrower shall be of the opinion that for purposes of this Section it is necessary to dispose of any investment or to restrict or limit the yield on any investment held under the Bond Documents or otherwise, the Issuer or the Borrower, as the case may be, shall so instruct the Trustee in writing.

ARTICLE V
AGREEMENT TERM; LOAN PAYMENTS AND OTHER AMOUNTS PAYABLE; NATURE OF OBLIGATIONS OF THE BORROWER

Section 5.01. Agreement Term. This Loan Agreement shall become effective upon its execution and delivery and shall be in full force and effect until the Series 2026 Bonds shall have been fully paid (or provision for such payment shall have been made as provided in Article IX of the Indenture), all fees, charges, indemnities, and expenses of the Issuer and Trustee, have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities, and expenses shall be evidenced by a written certification of the Borrower that it has fully paid or provided for all such fees, charges, indemnities, and expenses); and all other amounts due hereunder have been duly paid or provision made for such payment. All representations, certifications, and covenants by the Borrower as to the indemnification of various parties and the payment of fees and expenses of the Issuer, and all matters affecting the tax-exempt status of the Series 2026 Bonds, shall survive the termination of this Loan Agreement, but in all events continue to be subject to the provisions of Section 10.06 hereof.

Section 5.02. Loan Payments and Other Amounts Payable.

(a) Basic Loan Payments:

(i) Until the Debt Service Payments shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower shall pay to the Trustee for the account of the Issuer as Basic Loan Payments, in each case for deposit into the Bond Fund, amounts sufficient to pay the Debt Service Payments as and when the same shall become due and all other sums payable under the terms of the Series 2026 Bonds. The Borrower shall pay to the Trustee for the account of the Issuer:

(A) except as otherwise provided in a Supplemental Loan Agreement with respect to a particular series of Additional Bonds, on or before [____] 20, 20[__], a sum equal to the amount payable on the immediately succeeding Interest Payment Date as interest on all Outstanding Bonds, and on or before [____] 20, 20[__] and on or before the twentieth day of each month thereafter, a sum equal to one-sixth of the amount payable on the immediately succeeding Interest Payment Date as interest on all Outstanding Bonds, or such lesser amount that, together with amounts already on deposit in the applicable subaccounts and the Capitalized Interest Account of the Bond Fund and available therefor, will be sufficient to pay interest on the Series 2026 Bonds to become due on the immediately succeeding Interest Payment Date, as provided in the Indenture;

(B) except as otherwise provided in a Supplemental Loan Agreement with respect to a particular series of Additional Bonds, on or before [____] 20, 20[__], and

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on or before the twentieth day of each month thereafter, a sum equal to (1) one-twelfth of the principal due on the immediately succeeding [June 1] that is a maturity date of the all Outstanding Bonds, or (2) one-twelfth of the amount required to retire Outstanding Bonds under the mandatory sinking fund redemption requirements of Section 3.03 of the Indenture on the immediately succeeding [June 1], as provided in the Indenture, as the case may be;

(C) on the Business Day before any date on which any Additional Bonds are to be redeemed pursuant to any mandatory redemption provisions of any supplemental indenture or indentures executed in connection with the issuance of Additional Bonds (other than mandatory sinking fund or other similar redemption pursuant to such supplemental indenture or indentures), an amount equal to the Redemption Price of such Additional Bonds to be redeemed (taking into account amounts then on deposit in the Bond Fund to be used for the payment of such Additional Bonds to be redeemed).

(ii) Each payment of Basic Loan Payments under clause (a)(i)(A) of this Section shall in all events be sufficient, after giving credit for funds held in the Bond Fund (including amounts held in the Capitalized Interest Account) and the Revenue Fund available for such purpose, to pay the total amount of interest payable on the Bonds on the immediately succeeding Interest Payment Date, each payment of Basic Loan Payments under clause (a)(i)(B) of this Section shall in all events be sufficient, after giving credit for funds held in the Bond Fund available for such purpose, to pay the total amount of principal payable in respect of the Bonds on the immediately succeeding [June 1], and each payment of Basic Loan Payments under clause (a)(i)(C) of this Section shall in all events be sufficient, after giving credit for funds held in the Redemption Fund available for such purpose, to pay the total Redemption Price of the Bonds on the applicable date of redemption. Any Basic Loan Payments shall be reduced or need not be made to the extent that there are moneys on deposit in the Bond Fund or the Redemption Fund in excess of scheduled payments of Basic Loan Payments plus the amount required for the payment of Bonds theretofore matured or called for redemption, the amount required for the payment of interest for which checks or drafts have been mailed by the Trustee, and past due interest in all cases where Bonds have not been presented for payment. Further, if the amount held by the Trustee in the Bond Fund and the Redemption Fund shall be sufficient to pay at the times required the Debt Service Payments then remaining unpaid, the Borrower shall not be obligated to make any further payments of Basic Loan Payments under the provisions of this Section. There shall also be a credit against remaining Basic Loan Payments for Bonds purchased, redeemed, or canceled, as provided in Article III of the Indenture or in any supplemental indenture or indentures executed in connection with the issuance of Additional Bonds as provided therein.

(b) Additional Loan Payments:

(i) The Borrower shall pay (A) to the Trustee, until the Debt Service Payments shall have been fully paid (1) for deposit into the Repair and Replacement Fund, commencing on the twentieth day of the first month following the month in which the Series 2026 Bonds were issued, and on the twentieth day of each month thereafter, an amount in equal monthly

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installments necessary to equal the annual amounts as set forth in Exhibit D attached hereto, which, by this reference thereto, is incorporated herein, as "Scheduled Payments to the Repair and Replacement Fund," and any and all additional amounts required to be deposited therein by any amendment or amendments hereto executed in connection with (a) the completion of the construction of any new Housing Facility comprising a portion of the Series 2026 Project or (b) the issuance of Additional Bonds on the dates set forth therein, (2) for deposit into any Fund or Funds created under the Indenture or any supplemental indenture or indentures executed in connection with the issuance of Additional Bonds other than the Repair and Replacement Fund, the Operations Contingency Fund, and the Surplus Fund, any and all additional amounts required to be deposited into such Fund or Funds by any amendment or amendments hereto executed in connection with the issuance of Additional Bonds on the dates set forth therein, (3) an amount equal to the annual fee of the Trustee for the Ordinary Services of the Trustee rendered and the Ordinary Expenses of the Trustee incurred under the Indenture, as and when the same shall become due, (4) the reasonable fees and charges of the Trustee, as bond registrar and paying agent, and of any other paying agents on the Bonds for acting as paying agents as provided in the Indenture, as and when the same shall become due, and (5) the reasonable fees and charges of the Trustee for the Extraordinary Services of the Trustee rendered by it and the Extraordinary Expenses of the Trustee incurred by it under the Indenture, as and when the same shall become due; provided that the Borrower may, without creating an Event of Default, contest in good faith the reasonableness of any such Extraordinary Services of the Trustee and Extraordinary Expenses of the Trustee and the reasonableness of any such fees, charges, or expenses, (B) to the Issuer, (1) an issuance fee of $[____] and the fees of Issuer's counsel, before or contemporaneously with the issuance of the Series 2026 Bonds or as otherwise agreed by the Borrower and the Issuer, and (2) an amount sufficient to reimburse the Issuer for all expenses reasonably incurred by it hereunder in connection with the Series 2026 Project, including the fees and expenses of counsel for the Issuer and Bond Counsel, fees and expenses for any rebate consultant or analyst retained by the Issuer as a result of the Borrower's failure to comply with the provisions of Section 8.12 hereof, and any expenses incurred as a result of any audit relating to the Series 2026 Bonds or any requested amendment of the Series 2026 Bonds requiring action or approval of the Issuer, and (C) to the Manager, any management fees owed pursuant to the Management Agreement, which shall be evidenced by a written invoice approved by the Borrower.

(ii) Such Additional Loan Payments shall be billed to the Borrower by the Issuer, the Trustee or the University from time to time, together with a statement certifying that the amount billed has been incurred or paid by such party for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty days after receipt of the bill by the Borrower.

(iii) If the Borrower shall fail to make any of the payments required in this Section, the item or installment so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid and shall bear interest at the highest rate of interest on the Series 2026 Bonds.

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(iv) All amounts deposited in the Funds and Accounts created in the Indenture and available to be used to pay the amounts, fees, charges, and expenses described in item (i) of this subsection (b) in accordance with the terms of the Indenture shall be credited against the Borrower's obligation to make Additional Loan Payments to the extent such amounts are so used.

(c) Reserve Loan Payments: A separate Account of the Debt Service Reserve Fund shall be funded in an amount equal to the Debt Service Reserve Requirement for the purpose of paying Debt Service Payments on the Series 2026 Bonds as shall become due if there shall be insufficient funds for such purpose in the Bond Fund, the Redemption Fund, the Surplus Fund, the Operations Contingency Fund, and the Repair and Replacement Fund, unless provision for their payment in full shall have been duly made, and for payment of the fees, charges, and expenses of the Trustee upon the occurrence of an Event of Default under the Indenture. If any funds from the Debt Service Reserve Fund shall be withdrawn or if there shall be a diminution in Value of the cash and investments held in the Debt Service Reserve Fund as of any Valuation Date or if any net losses result from the investment of amounts held in the Debt Service Reserve Fund that shall reduce the Value of the cash and investments in the Debt Service Reserve Fund to less than the Debt Service Reserve Requirement for the Series 2026 Bonds or any series of Additional Bonds as of any Valuation Date, the Borrower shall, beginning on the twentieth day of the month following notice from the Trustee of such withdrawal, diminution in Value, or losses, and on the twentieth day of each month thereafter, in addition to any other Loan Payments that may be due, make twelve consecutive monthly payments as Reserve Loan Payments to the Trustee for deposit into the related Account or Accounts of the Debt Service Reserve Fund, each equal to the lesser of (i) one-twelfth of the amount of such withdrawal, diminution in Value, or losses, or (ii) the excess of the Debt Service Reserve Requirement for the Series 2026 Bonds or any such series of Additional Bonds over the amount on deposit in the Series 2026A Account and the Series 2026B Account of the Debt Service Reserve Fund, with respect to the Series 2026 Bonds, or the related Account of the Debt Service Reserve Fund, with respect to such series of Additional Bonds.

Section 5.03. Agreement to Deposit General Revenues. As security for its obligation to make the Loan Payments, the Borrower hereby agrees to deposit or cause the Manager to deposit all General Revenues received by it in the form of cash, checks, or negotiable instruments into a "deposit only" account and to deliver such amounts not less frequently than each Friday (or if any Friday is not a Business Day, the immediately preceding Business Day) to the Trustee for deposit to the Revenue Fund; provided, however, that if an Event of Default shall have occurred and shall be continuing, the Borrower shall deliver or cause the Manager to deliver all such General Revenues daily.

Section 5.04. Nature of Obligations of the Borrower Hereunder.

(a) The obligations of the Borrower to make the payments required in Section 5.02 hereof and other Sections hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim it may otherwise have against the Issuer. The Borrower agrees that it will not (i) suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue any payments provided for in Section 5.02 hereof, (ii) fail to observe any of its other agreements contained in the Borrower

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Documents for the Series 2026 Bonds, or (iii) except as provided in Section 11.01, Section 11.02, and Section 11.03 hereof or in any amendment or amendments hereto executed in connection with the issuance of Additional Bonds, terminate its obligations under any of the Borrower Documents for the Series 2026 Bonds for any contingency, act of God, event, or cause whatsoever, including failure of the Borrower to occupy or to use the Series 2026 Project as contemplated in this Loan Agreement or otherwise, any change or delay in the time of availability of such Project, any acts or circumstances that may impair or preclude the use or possession of such Project, any defect in the title, design, operation, merchantability, fitness, or condition of such Project or in the suitability of such Project for the Borrower's purposes or needs, failure of consideration, any declaration or finding that any of the Series 2026 Bonds are unenforceable or invalid, the invalidity of any provision of this Loan Agreement or any of the other Financing Documents, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to such Project, the taking by eminent domain of title to or the use of all or any part of such Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the Commonwealth or any political subdivision or agency of either or in the rules or regulations of any governmental authority, or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Loan Agreement.

(b) Nothing contained in this Section shall be construed to release the Issuer from the performance of any of the agreements on its part herein contained. If the Issuer should fail to perform any such agreement on its part, the Borrower may institute such action against the Issuer as the Borrower may deem necessary to compel performance so long as such action does not abrogate the Borrower's obligations hereunder.

Section 5.05. Repair and Replacement Fund Certification. At least every five years following the issuance date of the Series 2026 Bonds, or as additionally required by the Indenture in connection with the completion of the Series 2026 Project, the Borrower shall file with the Trustee a certification of an Independent Engineer relating to the adequacy of the deposits in the Repair and Replacement Fund and the condition of the Series 2026 Project. The amounts required to be deposited into the Repair and Replacement Fund shall be subject to adjustment upward if so recommended by an Independent Engineer, and if so adjusted, the Borrower shall provide the Issuer and the Trustee with a revised Exhibit D hereto and a revised Exhibit B to the Indenture, which revised Exhibits shall, from and after the date of such recommendation, be deemed and treated as an amendment hereto and a supplement to the Indenture, respectively.

ARTICLE VI
MAINTENANCE, TAXES, AND INSURANCE

Section 6.01. Maintenance and Modification of Project by the Borrower.

(a) The Borrower agrees that during the Agreement Term it shall at its own expense (i) keep the Series 2026 Project in as reasonably safe condition as its operations shall permit, (ii) keep the Series 2026 Housing Facilities in good repair and in good operating condition, making from time to time, subject to the provisions of Section 6.02 hereof, all necessary and proper repairs thereto and renewals and replacements thereof, including external and structural repairs, renewals, and replacements, and (iii) use any portion of the Series 2026 Housing Facilities comprising personal property in the regular course of its business only, within the normal capacity of the Series 2026

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Housing Facilities, without abuse, and in a manner contemplated by the manufacturer thereof, and cause such property to be maintained in accordance with any applicable manufacturer's then currently published standard maintenance contract and recommendations. The Borrower may, also at its own expense, from time to time make any Additions or Alterations to any one or more Series 2026 Housing Facilities it may deem desirable for its business purposes that do not adversely affect the operation or value of such Series 2026 Housing Facilities. Additions or Alterations to the Series 2026 Housing Facilities so made by the Borrower shall be on the site of the Series 2026 Housing Facilities governed by the Ground Lease in accordance therewith, shall become a part of the Ground Lease in accordance therewith, and shall become subject to the lien and security interest of the Leasehold Mortgage and the Security Agreement. Such Additions or Alterations that cost in excess of $1,000,000 shall be made only by contractors who furnish performance and labor and material payment bonds in the full amount of such contracts, made by the contractor thereunder as the principal and a surety company or companies reasonably acceptable to the Trustee as surety, and such bonds shall be in such form as is reasonably acceptable to the Trustee. Such bonds shall name the Borrower, the Issuer, and the Trustee as obligees, and all Net Proceeds received under such bonds shall be paid over to the Trustee and deposited into the Insurance Fund to be applied to the completion of the Additions or Alterations to the Series 2026 Housing Facilities. Such money held by the Trustee in the Insurance Fund shall be invested from time to time, as provided in Section 4.07 hereof.

(b) The Borrower shall execute a conditional assignment directing the architect who has prepared any Plans and Specifications for any "material" Additions or Alterations to make available to the Trustee a complete set of the Plans and Specifications for such Additions or Alterations, which assignment shall be effective only upon the occurrence of an Event of a Default. All Construction Contracts executed by the Borrower for construction of any "material" Additions or Alterations shall contain a provision that, or by separate agreement such contractors shall agree that, upon the occurrence of an Event of Default, such contracts with the contractors or subcontractors shall be deemed assigned to the Trustee should the Trustee so direct. The Borrower covenants to include such conditional assignments in all material contracts and subcontracts executed for work to be performed on the Series 2026 Housing Facilities. For purposes of this Section, the term "material" means any Addition or Alteration or contract having a cost of more than $250,000.

(c) The Borrower further agrees that at all times during the construction of Additions or Alterations that cost in excess of $1,000,000 it shall maintain or cause to be maintained in full force and effect Builder's Risk Completed Value Form insurance to the full insurable value of such Additions or Alterations, subject to policy sub-limits. The Borrower shall not permit any mechanics' or materialmen's or other statutory liens to be perfected or remain against the Series 2026 Housing Facilities for labor or materials furnished in connection with any Additions or Alterations so made by it, provided that it shall not constitute an Event of Default upon such liens being filed, if the Borrower shall promptly notify the Trustee of any such liens, and the Borrower shall in good faith promptly contest such liens; in such event the Borrower may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom provided the Borrower shall furnish the Trustee with a bond or cash deposit equal to at least the amount so contested, which, in the case of cash, shall be placed into an account with the Trustee and held and invested for the purposes stated in this subsection (c), or with an opinion of Independent Counsel reasonably acceptable to the Trustee stating that by nonpayment of any such items, the lien and security interest of the Leasehold Mortgage and the Security Agreement will not be materially

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endangered and neither the Series 2026 Housing Facilities nor any material part thereof will be subject to imminent loss or forfeiture. The proceeds of the bond or cash deposit may be used by the Trustee to satisfy the lien if action is taken to enforce the lien and such action is not stayed. The bond or cash deposit shall be returned to the Borrower if the lien shall be successfully contested. If the Borrower shall be unable or shall otherwise fail to obtain such a bond or provide such a cash deposit or such an opinion of Independent Counsel, the Borrower shall promptly cause to be satisfied and discharged all such items by payment thereof. If the Borrower shall be unable or shall otherwise fail to obtain such a bond or provide such a cash deposit or such an opinion of Independent Counsel, or to satisfy and discharge the lien, the Issuer or the Trustee may, but shall be under no obligation to, satisfy and discharge the lien by payment thereof or provide security that shall cause the claimant to release the lien against the Series 2026 Housing Facilities, and all amounts so paid by the Issuer or the Trustee shall be treated as an advance to the Borrower repayable in accordance with Section 6.08 hereof.

(d) The Borrower shall not do or permit others under its control to do any work in or about the Series 2026 Housing Facilities or related to any repair, rebuilding, restoration, replacement, alteration of, or addition to the Series 2026 Project, or any part thereof, unless the Borrower shall have first procured and paid for all requisite municipal and other governmental permits and authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning, and other laws, ordinances, governmental regulations, and requirements and in accordance with the requirements, rules, and regulations of all insurers under the policies required to be carried under the provisions of this Article.

(e) Nothing in this Section shall be construed to prevent the Borrower from, or impose on the Borrower any additional requirements or restrictions in connection with, (i) decommissioning or demolishing any Decommissioned Housing Facility, (ii) renovating any Legacy Housing Facility, or (iii) removing and disposing of any equipment or personal property that is part of the Legacy Housing Facilities, in each case in connection with the Series 2026 Project or any Additional Project contemplated on the campus of the University in accordance with the Development Agreement and the Ground Lease.

Section 6.02. Removal of Equipment.

(a) If no Event of Default under this Loan Agreement shall have occurred and be continuing, in any instance where the Borrower in its discretion shall determine that any items of equipment or any portion thereof shall have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the Borrower may remove such items of Equipment or portion thereof from the Premises and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the Trustee therefor, provided that the Borrower shall either:

(i) substitute and install anywhere in the Series 2026 Housing Facilities items of replacement equipment or related property having equal or greater value or utility (but not necessarily having the same function) in the operation of the Series 2026 Housing Facilities for the purpose for which it is intended, provided such removal and substitution shall not impair the nature of the Series 2026 Housing Facilities, all of which replacement equipment or related property shall be free of all liens, security interests, and encumbrances (other than

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Permitted Encumbrances), shall become subject to the lien and security interest of the Leasehold Mortgage and the Security Agreement, and shall be held by the Borrower on the same terms and conditions as the items originally constituting equipment, or

(ii) not make any such substitution and installation, unless in the case of: (A) the sale of any such equipment, (B) the trade in of such equipment for other machinery, furnishings, equipment, or related property not to become part of the Series 2026 Housing Facilities or to become subject to the lien and security interest of the Leasehold Mortgage and the Security Agreement, or (C) any other disposition thereof, the Borrower shall pay to the Trustee the proceeds of such sale or disposition or an amount equal to the credit received upon such trade in for deposit into the Redemption Fund. In the case of the sale, trade in, or other disposition of any such Equipment to an Affiliate of the Borrower, the Borrower shall pay to the Trustee an amount equal to the greater of the amounts and credits received therefor or the fair market value thereof at the time of such sale, trade in, or other disposition for deposit into the Redemption Fund.

THE MARKET VALUE OF ALL EQUIPMENT SOLD, TRADED IN, OR OTHERWISE DISPOSED IN ANY ANNUAL PERIOD SHALL NOT EXCEED FIVE PERCENT OF THE TOTAL VALUE OF ALL EQUIPMENT. EXCEPT TO THE EXTENT THAT AMOUNTS ARE DEPOSITED INTO THE REDEMPTION FUND, THE REMOVAL FROM THE SERIES 2026 PROJECT OF ANY PORTION OF THE EQUIPMENT PURSUANT TO THE PROVISIONS OF THIS SECTION SHALL NOT ENTITLE THE BORROWER TO ANY POSTPONEMENT, ABATEMENT, OR DIMINUTION OF THE BASIC LOAN PAYMENTS PAYABLE UNDER SECTION 5.02 HEREOF.

(b) If before such removal and disposition of items of Equipment from the Series 2026 Housing Facilities, the Borrower shall have acquired and installed machinery, furnishings, equipment, or related property with its own funds that become part of the Series 2026 Housing Facilities and subject to the lien and security interest of the Leasehold Mortgage and the Security Agreement and that have equal or greater utility, but not necessarily the same functions, as the equipment to be removed, the Borrower may take credit to the extent of the amount so spent by it against the requirement that it either substitute and install other machinery and equipment having equal or greater value or that it make payment to the Trustee for deposit into the Redemption Fund.

(c) The Borrower shall report promptly to the Trustee each such removal, substitution, sale, or other disposition and shall pay to the Trustee such amounts as are required by the provisions of the preceding subsection (a) of this Section to be paid into the Redemption Fund promptly after the sale, trade in or other disposition requiring such payment; provided that no such report and payment need be made until the amount to be paid into the Redemption Fund on account of all such sales, trade ins or other dispositions not previously reported shall equal, in the aggregate, at least $50,000 in any Annual Period. All amounts deposited into the Redemption Fund pursuant to this Section as a result of the sale, trade in, exchange or other disposition of Equipment shall be applied to the redemption of all or a portion of the Series 2026 Bonds issued to finance or refinance the acquisition of such Equipment or, if such Series 2026 Bonds are no longer Outstanding, the redemption of such other Bonds as may be directed by the Borrower in accordance with the

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provisions of the Indenture. The Borrower shall not remove, or permit the removal of, any of the Equipment from the Series 2026 Housing Facilities except in accordance with the provisions of this Section.

(d) Nothing in this Section shall be construed to prevent the Borrower from, or impose on the Borrower any additional requirements or restrictions in connection with, (i) decommissioning or demolishing any Decommissioned Housing Facility, (ii) renovating any Legacy Housing Facility, or (iii) removing and disposing of any equipment or personal property that is part of the Legacy Housing Facilities, in each case in connection with the Series 2026 Project or any Additional Project contemplated on the campus of the University in accordance with the Development Agreement and the Ground Lease.

Section 6.03. Taxes, Other Governmental Charges, and Utility Charges.

(a) The Borrower shall pay, or shall cause the University to pay, as the same become due but subject to the covenants in the Ground Lease, (i) all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Series 2026 Project or any machinery, equipment, furnishings, or other property installed by the Borrower thereon that, if not paid, will become a lien on the Series 2026 Project before or on a parity with the lien and security interest of the Leasehold Mortgage and the Security Agreement or a charge on the General Revenues before or on a parity with the charge and security interest thereon and the pledge or assignment thereof created and made in the Security Agreement and including all ad valorem taxes or payments in lieu of such taxes lawfully assessed upon the Series 2026 Project, (ii) all utility and other charges incurred in the ownership, operation, maintenance, use, occupancy, and upkeep of the Series 2026 Project, and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Series 2026 Project; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Borrower shall be obligated to pay only such installments as are required to be paid during the Agreement Term.

(b) If the University has first notified the Trustee of its intention so to do, the University may, at its own expense and in good faith, contest any taxes, assessments, or other charges that it is responsible to pay as provided in Section 6.03(a), and, in the event of any such contest, the taxes, assessments, or other charges so contested may remain unpaid during the period of such contest and any appeal therefrom, provided the University has furnished the Trustee with a bond or a cash deposit equal to at least the amount so contested plus any interest or penalties that might be payable as a result of any late payment, which, in the case of cash, shall be placed into an account with the Trustee and held for the purposes stated in this subsection (b), or an opinion of Independent Counsel stating that by nonpayment of any such items, the lien and security interest of the Leasehold Mortgage and the Security Agreement will not be materially endangered and neither the Series 2026 Project nor any material part thereof will be subject to imminent loss or forfeiture. The proceeds of such bond or cash deposit may be used by the Trustee to satisfy the lien if action shall be taken to enforce the lien and such action shall not be stayed. Such bond or cash deposit shall be returned to the University if the taxes, assessments, or other charges shall be successfully contested. If the University shall be unable or shall otherwise fail to obtain such a bond or provide such a cash deposit or such an opinion

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of Independent Counsel, such taxes, assessments, or charges shall be promptly satisfied and discharged by payment thereof by the University.

Section 6.04. Insurance Required. In addition to the insurance required by Section 4.01 hereof, throughout the Agreement Term, the Borrower shall keep the Series 2026 Project or cause the same to be kept continuously insured against such risks as are customarily insured against with respect to facilities of like size and type, as recommended by an Insurance Consultant. If the following insurance policies are unattainable at a reasonable market rate, as certified by the Insurance Consultant, then the Borrower may elect to insure for a lesser amount of available coverage. If such policies are attainable at reasonable market rates then such insurance shall include:

(a) commencing on the Series 2026 Completion Date, insurance upon the repair or replacement basis in an amount of not less than 100% of the then actual cost of replacement (excluding costs of replacing excavations and foundations, but without deduction for depreciation) of the Series 2026 Project, subject to standard policy sub-limits (with deductible provisions which are reasonable and customary in the current insurance market), against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, and such other risks as are now or hereafter included in the uniform standard extended coverage endorsement or "special form" commercial property policy in common use for similar structures (including vandalism and malicious mischief);

(b) commencing on the date on which the Borrower begins leasing the Series 2026 Project to proposed residents thereof, business interruption insurance (also referred to as "business income" or "loss of rents" insurance) covering loss of revenues and other income by the Borrower by reason of total or partial suspension of, or interruption in, the operation of the Series 2026 Project caused by covered damage or destruction of the Series 2026 Project in an amount sufficient to meet Debt Service payments on the Series 2026 Bonds and budgeted operating expenses for eighteen months, minus those operating expenses avoided as a result of, and during the period of, interruption, with deductible provisions which are reasonable and customary in the current insurance market;

(c) comprehensive general liability insurance providing insurance covering claims on an occurrence basis for bodily injury and property damage, in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, to include personal and advertising injury, general aggregate, and products and completed operations aggregate insurance beginning at the completion of each Project component, and contract liability to cover all insurable obligations in this Loan Agreement, provided that coverage may be specific for the Series 2026 Project or covered under umbrella or pooled policies, and provided, further, that the above limits are, in all events, available to the Series 2026 Project;

(d) commencing on the date any vehicle is acquired or hired by the Borrower for use with respect to the Series 2026 Project, automobile liability insurance with a combined single limit of not less than $1,000,000 per accident covering liability arising out of the use of any Borrower vehicle used in conjunction with the Series 2026 Project, whether owned, non-owned, or hired;

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(e) at all times, unless otherwise insured under the property coverage in paragraph (a) of this section, insurance under the National Flood Insurance Program within the minimum requirements and amounts required for federally financed or assisted loans under the Flood Disaster Protection Act of 1973, as amended, if the Series 2026 Project is eligible under such program;

(f) commencing on the date the first employee of the Borrower is hired, workers' compensation coverage or other similar coverage covering all of the Borrower's employees on the Premises, as required by the laws of the Commonwealth, including, with respect to workers' compensation insurance, Coverage B Employer's liability limits of: (i) bodily injury by accident of $1,000,000 each accident; and (ii) bodily injury by disease of $1,000,000 each employee and bodily injury by disease of $1,000,000 policy limit (and, in this regard, the Borrower shall require the Developer, the General Contractor, and the Manager to require all subcontractors performing work on the Series 2026 Project to provide an insurance certificate showing proof of workers' compensation insurance);

(g) commencing on the Series 2026 Completion Date, to the extent that the Series 2026 Project contains a steam boiler, pressure vessels, or pressure piping, boiler explosion insurance on steam boilers, if any, pressure vessels, and pressure piping in an amount not less than 100% of the then actual cost of replacement (excluding costs of replacing excavations and foundations, but without deduction for depreciation) of the Series 2026 Project (with deductible provisions which are reasonable and customary in the current insurance market), provided that such insurance need not be taken out until steam boilers, pressure vessels or pressure piping are installed in the Series 2026 Project;

(h) commencing on the Series 2026 Completion Date, fidelity bonds or employee dishonesty/commercial crime insurance in the amount of $100,000 for all officers, agents, and employees of the Borrower with the responsibility of handling General Revenues; and

(i) additional umbrella or excess liability coverage in an amount of $25,000,000 in the aggregate, which shall include all coverages required by subsections (c), (d), and (f) of this Section.

Section 6.05. Application of Net Proceeds of Insurance. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.04(a), (e), and (g) hereof shall be paid and applied as provided in Section 7.01 hereof, and the Net Proceeds of insurance carried pursuant to the provisions of Section 6.04(c), (d), (f), (h), and (i) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.04(b) hereof, up to an amount equal to the Debt Service Reserve Requirement on the Series 2026 Bonds, or the Debt Service Reserve Requirement for any series of Additional Bonds (including any mandatory sinking fund redemption requirements) for the succeeding twelve-month period, shall be deposited into the related Account of the Bond Fund and used as provided in Section 5.02 of the Indenture and the balance shall be disbursed to the University.

Section 6.06. Additional Provisions Respecting Insurance. All insurance required by Section 6.04 hereof shall be taken out and maintained in generally recognized responsible insurance

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companies, including non-admitted insurance companies, qualified to do business in the Commonwealth and that have a rating of "A VIII" or better by the latest Best Insurance Report. All policies evidencing such insurance shall provide for payment to the Issuer, the Borrower, the University and the Trustee as their respective interests may appear, the policies required by Section 6.04(c), (d), and (i) hereof shall name the Issuer, the University, and the Trustee as additional insureds, and the policies required by Section 6.04(a), (e), and (g) hereof shall name the Trustee as mortgagee and loss payee under a Standard Loss Payable Endorsement providing that no act or omission by the Borrower shall in any way prejudice the rights of the Trustee under such policies and shall require that all Net Proceeds of insurance if in excess of $1,000,000 for loss or damage covered thereby be paid to the Trustee and applied pursuant to Section 7.01 hereof; provided, however, that before the occurrence of an Event of Default, all claims regardless of amount may be adjusted by the Borrower with the insurers, subject to prior written approval of the Trustee as to any settlement of any claim in excess of $1,000,000, which approval shall not be unreasonably withheld. A certificate or certificates of the insurers that such insurance is in force and effect shall be deposited with the Trustee, and before the expiration of any such policy the Borrower shall furnish the Trustee with a certificate or certificates that the policy has been renewed or replaced or is no longer required by this Loan Agreement. In lieu of separate policies, the Borrower may maintain one or more blanket policies of insurance having the coverage required by Section 6.04 hereof. All such policies shall provide that such insurance may not be canceled by the issuer thereof before the Series 2026 Bonds have been fully paid without at least thirty days' written notice, a ten day written notice shall be issued in the event of nonpayment of premium to the Borrower, and the Borrower shall promptly forward to the Trustee any notice received from such carrier regarding the cancellation of such insurance coverage.

Section 6.07. Review by Insurance Consultant; Insurance Certification. At all times during the Agreement Term, an Insurance Consultant shall be designated by the Borrower. The Borrower shall procure from the Insurance Consultant a review of its insurance requirements not less than every two years (commencing three years after the issuance of the Series 2026 Bonds) along with a written recommendation, if any, for increasing or decreasing any of the insurance or coverages hereinabove required, and shall furnish a copy of such review to the Trustee and the University. If any such review by the Insurance Consultant contains recommendations for increasing any of such insurance or coverages, the Borrower shall promptly increase such insurance or coverages in accordance with such recommendations, and if any such review by the Insurance Consultant contains recommendations for decreasing any of such insurance or coverages, the Borrower may decrease such insurance or coverages in accordance with such recommendations. In addition, on or before the execution and delivery of this Loan Agreement and, thereafter, upon the request of the Trustee, the Borrower shall furnish to the Trustee a certificate of the Insurance Consultant to the effect that the insurance procured by the Borrower satisfies in all respects the requirements of this Article.

Section 6.08. Advances by the Issuer or the Trustee. If the Borrower shall fail to make any payment or perform any act required of it under this Loan Agreement, the Issuer, the Manager, or the Trustee may (but shall be under no obligation), after notifying the Borrower of its intention to do so and at the expiration of any applicable cure period, make such payment or perform such act. All amounts so paid by the Issuer, the Manager, or the Trustee and all costs, fees, and expenses so incurred shall be payable as an additional obligation hereunder and under the Notes, together with interest thereon from the date of payment by the Issuer, the Manager, or the Trustee, as applicable,

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at the Prime Rate, payment of which shall be secured by the Leasehold Mortgage and the Security Agreement. Any remedy herein vested in the Issuer, the Manager, or the Trustee for the collection of the Loan Payments shall also be available to the Issuer, the Manager, and the Trustee for the collection of all such amounts so advanced. The Trustee shall be under no obligation to make any such payment unless it shall be requested to do so by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding and shall be provided with adequate funds paid in cash to the Trustee (from a source or sources approved by the Trustee) for the purpose of such payment.

ARTICLE VII
DAMAGE, DESTRUCTION, AND CONDEMNATION

Section 7.01. Destruction and Damage.

(a) If the Series 2026 Housing Facilities shall be destroyed or damaged (in whole or in part) by fire or other casualty, the Borrower shall promptly notify the Issuer and the Trustee, and, unless the Series 2026 Bonds, shall be paid in full from the Net Proceeds of insurance resulting from such destruction or damage, shall be obligated to continue to make the Loan Payments and shall not be entitled to any postponement, abatement, or diminution thereof.

(b) If such Net Proceeds of insurance shall be less than $1,000,000, all such insurance proceeds shall be paid to the Borrower, and the Borrower shall repair, replace, rebuild, restore, or re-equip the Series 2026 Housing Facilities promptly to substantially the same condition thereof as existed before the event causing such destruction or damage with such changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Borrower and as will not impair the value or the character of the Series 2026 Housing Facilities. If the Net Proceeds shall not be sufficient to pay in full the costs of any such repair, replacement, rebuilding, restoration, or re equipping, the Borrower shall nonetheless complete the work and shall pay that portion of the costs thereof in excess of the amount of the Net Proceeds.

(c) If such Net Proceeds of insurance shall be in excess of $1,000,000, all such insurance proceeds shall be paid to the Trustee and deposited and held in the Insurance Fund to be applied, as fully as practicable, in one or more of the following ways as shall be directed in writing by the Borrower within sixty days from the date of such deposit:

(i) subject to the requirements of subsection (f) of this Section, such Net Proceeds may be applied to the restoration of the Series 2026 Housing Facilities;

(ii) subject to the requirements of subsection (f) of this Section, such Net Proceeds may be applied to the acquisition of other suitable land and the acquisition, by construction or otherwise, to the extent permitted by applicable law, of improvements consisting of a building or buildings, facilities, furnishings, machinery, equipment, or other properties suitable for the Borrower's operations at the Series 2026 Housing Facilities as conducted before such destruction or damage (which improvements shall be deemed a part of the Series 2026 Housing Facilities and available for use and occupancy by the Borrower without the payment of any Loan Payments other than as herein provided to the same extent as if such improvements were specifically described herein and shall be acquired by the

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Borrower subject to no liens, security interests, or encumbrances before or on a parity with the lien and security interest of the Leasehold Mortgage and the Security Agreement, other than Permitted Encumbrances);

(iii) such Net Proceeds may be transferred to the Redemption Fund to be applied to the redemption of Bonds; or

(iv) such Net Proceeds may be applied in some combination permitted by the foregoing clauses (i), (ii), and (iii) of this subsection (c).

(d) All Net Proceeds deposited into the Redemption Fund pursuant to this Section as a result of the destruction of or damage to the Series 2026 Housing Facilities shall be applied to the redemption of all or a portion of the Series 2026 Bonds issued to finance or refinance the acquisition of such portion of the Series 2026 Housing Facilities or, if such Series 2026 Bonds shall no longer be Outstanding, the redemption of such other Bonds as may be directed by the Borrower in accordance with the provisions of the Indenture or, if no Bonds shall be Outstanding, such remaining Net Proceeds shall be paid to the University.

(e) All Net Proceeds so deposited into the Redemption Fund to be applied to the redemption of the Series 2026 Bonds shall be used to redeem such Series 2026 Bonds:

(i) FIRST: pursuant to Section 3.04(a) or (b) of the Indenture; provided that no part of such Net Proceeds may be applied to a redemption of the Series 2026 Bonds in whole pursuant to Section 3.04(a) of the Indenture unless the requirements of Section 11.02 hereof shall have been met; and

(ii) SECOND: pursuant to Section 3.05(a)(ii) of the Indenture.

(f) Before the Trustee may apply any Net Proceeds pursuant to Section 7.01(c)(i), (ii), or (iv) hereof, the Authorized Borrower Representative shall have furnished to the Issuer and the Trustee a certificate of the Borrower and the University (i) to the effect that the Series 2026 Series 2026 Housing Facilities can reasonably be expected to be restored, within a period of twelve months from the receipt of such Net Proceeds, to substantially the condition thereof immediately preceding such damage or destruction, (ii) setting forth the estimated cost of the proposed repair, rebuilding, restoration, or re-equipping of the Series 2026 Housing Facilities, including an allowance for contingencies, and the estimated date of completion of such repair, rebuilding, restoration, and re equipping, (iii) to the effect that all amounts necessary to accomplish the proposed repair, rebuilding, restoration, and re equipping are on deposit in the Insurance Fund, and (iv) to the effect that all permits, licenses, accreditations, and other governmental approvals necessary for operation of the Series 2026 Housing Facilities are in full force and effect.

(g) Any balance of such Net Proceeds of insurance remaining after application pursuant to Section 7.01(b) or (c) hereof or remaining because of the failure of the Authorized Borrower Representative to furnish to the Issuer and the Trustee the items required by subsection (f) of this Section shall be paid into the Redemption Fund and used to redeem Bonds, including the Series 2026 Bonds, as provided in Section 7.01(e) hereof. If the Series 2026 Bonds, shall have been fully paid (or provision for payment thereof shall have been made in accordance with the Indenture) and all

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amounts due by the Borrower under this Loan Agreement shall have been paid in full, any such balance of such Net Proceeds remaining after application pursuant to Section 7.01(b) or (c) hereof or remaining because of the failure of the Authorized Borrower Representative to furnish to the Issuer and the Trustee the items required by Section 7.01(f) hereof shall be paid to the University.

Section 7.02. Condemnation.

(a) If title to or the temporary use of the Series 2026 Housing Facilities or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, the Borrower shall promptly notify the Issuer and the Trustee, and, unless the Series 2026 Bonds, shall be paid in full from the award made in such eminent domain proceedings, shall be obligated to continue to make the Loan Payments and shall not be entitled any postponement, abatement, or diminution thereof.

(b) Except for Net Proceeds received by the Borrower pursuant to Section 7.03 hereof, the Issuer, the Borrower and the Trustee shall cause the Net Proceeds received by them or any of them from any award made in such eminent domain proceedings to be paid to the Trustee and deposited and held in the Condemnation Fund to be applied, as fully as practicable, in one or more of the following ways as shall be directed in writing by the Borrower and the University within sixty days from the date of such deposit:

(i) subject to the requirements of subsection (e) of this Section, such Net Proceeds may be applied to the restoration of the Series 2026 Project;

(ii) subject to the requirements of subsection (e) of this Section, such Net Proceeds may be applied to the acquisition of other suitable land and the acquisition, by construction or otherwise, to the extent permitted by applicable law, of improvements consisting of a building or buildings, facilities, furnishings, machinery, equipment or other properties suitable for the Borrower's operations at the Series 2026 Housing Facilities as conducted before such taking (which improvements shall be deemed a part of the Series 2026 Housing Facilities and available for use and occupancy by the Borrower without the payment of any Loan Payments other than as herein provided to the same extent as if such improvements were specifically described herein and shall be acquired by the Borrower subject to no liens, security interests, or encumbrances before or on a parity with the lien and security interest of the Leasehold Mortgage and the Security Agreement, other than Permitted Encumbrances);

(iii) such Net Proceeds may be transferred to the Redemption Fund to be applied to the redemption of the Series 2026 Bonds; or

(iv) such Net Proceeds may be applied in some combination permitted by the foregoing clauses (i), (ii), and (iii) of this subsection (b).

(c) All Net Proceeds deposited into the Redemption Fund pursuant to this Section as a result of the condemnation of a portion of the Series 2026 Housing Facilities shall be applied to the redemption of all or a portion of the Series 2026 Bonds issued to finance or refinance the acquisition of such portion of the Series 2026 Housing Facilities or, if such Series 2026 Bonds shall no longer

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be Outstanding and all amounts due by the Borrower under this Loan Agreement shall have been paid in full, the redemption of such other Bonds as may be directed by the Borrower in accordance with the provisions of the Indenture or, if no Bonds shall be Outstanding, such remaining Net Proceeds shall be paid to the University.

(d) All Net Proceeds so deposited into the Redemption Fund to be applied to the redemption of the Series 2026 Bonds, shall be used to redeem such Series 2026 Bonds:

(i) FIRST: pursuant to Section 3.04(a) or (b) of the Indenture; provided that no part of any such Net Proceeds may be applied to a redemption of the Series 2026 Bonds in whole pursuant to Section 3.04(a) of the Indenture unless the requirements of Section 11.02 hereof shall have been met; and

(ii) SECOND: pursuant to Section 3.05(a)(iii) of the Indenture.

(e) Before the Trustee may apply any Net Proceeds pursuant to Section 7.02(b)(i), (ii), or (iv) hereof to pay the costs of restoring and replacing the Series 2026 Project, the Authorized Borrower Representative shall have furnished to the Issuer and the Trustee (i) a certificate of the Borrower and the University (A) to the effect that the Series 2026 Project can reasonably be expected to be restored, within a period of twelve months from the receipt of such Net Proceeds, to substantially the condition thereof immediately preceding such condemnation, (B) setting forth the estimated cost of the proposed restoration or replacement of the Series 2026 Project, including an allowance for contingencies, and the estimated date of completion of such restoration or replacement, and (C) to the effect that all amounts necessary to accomplish the proposed restoration and replacement are on deposit in the Condemnation Fund, and (ii) a certificate of the Authorized Borrower Representative to the effect that all permits, licenses, accreditations, and other governmental approvals necessary for operation of the Series 2026 Project are in full force and effect.

(f) Any balance of such Net Proceeds remaining after application pursuant to Section 7.01(b) hereof or remaining because of the failure of the Authorized Borrower Representative to furnish to the Issuer and the Trustee the items required by subsection (e) of this Section shall be paid into the Redemption Fund and used to redeem Bonds as provided in Section 7.01(d) hereof. If the Series 2026 Bonds shall have been fully paid (or provision for payment thereof has been made in accordance with the Indenture) and all amounts due by the Borrower under this Loan Agreement shall have been paid in full, any such balance shall be paid to the University.

Section 7.03. Condemnation of Property Not Included in Project. The Borrower shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for damages to or for taking of its property not included in the Series 2026 Project and not subject to the lien and security interest of the Leasehold Mortgage and the Security Agreement.

Section 7.04. Investment of Net Proceeds. Any moneys held by the Trustee in the Insurance Fund or the Condemnation Fund under the provisions of Section 7.01 or Section 7.02 hereof, respectively, shall, at the written request of the Borrower, be invested or reinvested by the Trustee, as specified by the Authorized Borrower Representative in such request, in Permitted Investments at a yield that is not greater than the yield on the related Tax-Exempt Bonds. Neither the Issuer nor the Trustee shall be liable or responsible for the determination of the yield on any such investments or

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any loss resulting from any such investment. Such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Insurance Fund or the Condemnation Fund, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund, and any loss resulting therefrom shall be charged against such fund. The Trustee is directed to sell and convert to cash a sufficient amount of such investments whenever the cash held in the Insurance Fund or the Condemnation Fund is insufficient to pay a requisition for payment from such fund when presented. Neither the Trustee nor the Issuer shall be made liable or responsible for any loss resulting from any such investment or resulting from the redemption or sale of any such investment as herein authorized.

ARTICLE VIII
ADDITIONAL COVENANTS

Section 8.01. No Warranty of Condition or Suitability by the Issuer. The Borrower recognizes that the Issuer has not made an inspection of the Series 2026 Housing Facilities or of any fixture or other item constituting a portion thereof, and the Issuer makes no warranty or representation, express or implied or otherwise, with respect to the same or the location, use, description, design, merchantability, condition, workmanship, or fitness, suitability or use for any particular purpose, condition or durability thereof. The Borrower further recognizes that the Issuer has no title or interest to any part of the Series 2026 Housing Facilities and that the Issuer makes no representations or warranties of any kind as to the Borrower's title thereto or ownership thereof or otherwise, it being agreed that all risks incident thereto are to be borne by the Borrower. Upon any defect or deficiency of any nature in the Series 2026 Housing Facilities or any fixture or other item constituting a portion thereof, whether patent or latent, the Issuer shall have no responsibility or liability with respect thereto. The provisions of this Section have been negotiated and are intended to be a complete exclusion and negation of any warranties or representations by the Issuer, express or implied, with respect to the Series 2026 Housing Facilities or any fixture or other item constituting a portion thereof, whether arising pursuant to the Uniform Commercial Code of the Commonwealth or another law now or hereafter in effect or otherwise.

Section 8.02. Access to Premises and Records. The Borrower agrees that the Issuer and the Trustee and their duly authorized representatives and agents, reserve the right (but shall be under no duty or obligation to exercise its right), upon reasonable prior notice, to enter the Series 2026 Housing Facilities at all reasonable times during the Agreement Term for the purpose of (a) examining and inspecting the same, including any reconstruction thereof, and (b) performing such work in and about the Series 2026 Housing Facilities made necessary by reason of the occurrence of an Event of Default. The Trustee and the Issuer shall also have the right at all reasonable times to examine the books and records of the Borrower relating to the Series 2026 Housing Facilities and make copies thereof insofar as such books and records relate to the repair and maintenance of the Series 2026 Housing Facilities or insofar as necessary to ascertain compliance with this Loan Agreement.

Section 8.03. Borrower and Foundation to Maintain Status; Conditions under Which Exceptions Permitted.

(a) The Borrower (i) shall maintain its legal existence as a single member limited liability company organized under the laws of the State of Alabama whose sole member is a Tax Exempt

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Organization, (ii) shall cause the Foundation to maintain its legal existence as a Tax Exempt Organization, (iii) shall not, except as permitted by this Section, consolidate with or merge into another entity or permit another entity to consolidate with or merge into it, (iv) shall not dissolve or otherwise dispose of all or substantially all of its assets, (v) shall cause the Foundation to file all required reports and documents with the IRS so as to maintain its status as a Tax Exempt Organization, (vi) shall not operate the Series 2026 Housing Facilities in any manner nor engage in any activities or take any action that might reasonably be expected to result in the Foundation's ceasing to be a Tax Exempt Organization, and (vii) shall promptly notify the Issuer and the Trustee of any loss of the Foundation's status as a Tax Exempt Organization or of any investigation, proceeding, or ruling that might result in such loss of status. The Borrower shall preserve and keep in full force and effect all licenses and permits necessary to the proper conduct of its business.

(b) The Borrower covenants that it will not permit any of the Foundation's or its revenues, income, or profits, whether realized or unrealized, to be distributed to any of the Foundation's or its directors, or inure to the benefit of any private Person, other than for the lawful corporate purposes of the Foundation or the Borrower; provided, however, that the Foundation and Borrower may pay to any Person the value of any service or product performed for, or supplied to, the Foundation or the Borrower by such Person. The Borrower shall take such actions, or cause the Foundation to take such actions, as are necessary or appropriate and within its control to take to comply with the provisions of the Code and the Regulations in order to preserve the exclusion of the interest paid on the Tax Exempt Bonds from the gross income of the Owners thereof for federal income tax purposes and shall not act or fail to act in any other manner that would adversely affect such exclusion. In connection with the foregoing, the Borrower acknowledges and agrees to comply with the provisions of the Tax Agreement, and shall provide certification from the Foundation as to the matters set forth in this Section.

(c) The Borrower may, without violating the covenant contained in this Section, consolidate, merge, sell, or otherwise transfer to another Person all or substantially all of its assets as an entirety (and may thereafter dissolve), provided (i) no Event of Default exists and such consolidation, merger, sale, or other transfer shall not otherwise cause an Event of Default, and (ii) the surviving, resulting, or transferee Person (A) shall be authorized to do business in the Commonwealth, (B) shall be a domestic corporation, partnership, or other entity, or if a natural person, a resident of the United States of America, (C) shall have the power to assume and shall assume (or if the surviving entity is the Borrower, affirms), in writing and without condition or qualification all of the obligations of the Borrower under the Financing Documents and shall deliver to the Trustee any security agreement necessary to ensure that after such consolidation, merger, sale, or other transfer, the Trustee shall have a security interest in all assets that constitute, or would have constituted, Collateral (as defined in the Security Agreement) before such consolidation, merger, sale, or transfer, together with an opinion of counsel that all action has been taken to perfect such security interest to the extent perfection can be made by the filing of financing statements, (D) shall obtain all licenses and permits required by law to operate the Series 2026 Housing Facilities as the Series 2026 Housing Facilities are described herein, (E) shall deliver to the Trustee a title insurance policy insuring that the surviving, resulting, or transferee Person has a valid leasehold interest in the Series 2026 Housing Facilities and insuring the Leasehold Mortgage as a first lien, subject only to the Permitted Encumbrances, (F) shall deliver to the Trustee and the Issuer an opinion of Independent Counsel to the effect that this Loan Agreement, as assumed by the surviving, resulting or transferee

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Person, the Notes, and the other Borrower Documents for the Series 2026 Bonds are valid and enforceable obligations of such Person, subject only to exceptions related to bankruptcy and other customary exceptions, (G) shall deliver to the Trustee and the Issuer an opinion of Bond Counsel to the effect that such consolidation, merger, sale, or transfer will not bring about an Event of Taxability or otherwise adversely affect the exclusion of interest on the Series 2026 Bonds from gross income for federal income tax purposes and that the provisions of the Act and this Loan Agreement have been complied with, (H) shall have a fund balance or net worth, as the case may be, as reflected in the pro forma financial statements required to be furnished pursuant to this Section, not less than the fund balance or net worth, as the case may be, of the Borrower, as reflected in the most recent audited balance sheet of the Borrower furnished to the Trustee pursuant to this Loan Agreement, and (I) shall have a Fixed Charges Coverage Ratio not less than that of the Borrower for the two consecutive years before such consolidation, merger, sale, or transfer, as determined from the surviving, resultant, or transferee Person's financial statements on a pro forma basis that gives effect to such consolidation, merger, sale, or transfer, which pro forma basis financial statements shall be accompanied by a report of the Accountant with respect to such historical pro forma basis financial statements stating the Fixed Charges Coverage Ratio for the periods reported on.

(d) The Borrower may also, without violating any covenants contained herein, sell, or otherwise transfer the Series 2026 Housing Facilities to another Person that is controlled solely by the Borrower and that, before such sale or transfer, has no assets or liabilities, upon completion or satisfaction of the conditions set forth in items (i) and (ii)(A) through (G) of subsection (c) above, and upon such completion or satisfaction will be released from all liabilities and obligations under this Loan Agreement, the Series 2026 Notes, and the other Borrower Documents for the Series 2026 Bonds.

(e) The Borrower warrants that it is and while this Loan Agreement is in effect it (or the surviving, resulting, or transferee entity permitted by this Section) will continue to be duly qualified to do business in the Commonwealth.

(f) Any such consolidation, merger, sale, or transfer is further conditioned upon the receipt by the Trustee of a certificate of the Issuer acknowledging receipt and approval of all documents, information, and materials required by this Section. As of the effective date of the dissolution, liquidation, disposition, consolidation, or merger, the Borrower (at its cost) shall furnish to the Issuer (i) an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as to Section 8.03(c)(ii)(G) above, (ii) an opinion of counsel not objected to by the Issuer, in form and substance satisfactory to the Issuer, as to the legal, valid, and binding nature of Section 8.03(c)(ii)(C) and with respect to the conclusions set forth in Section 8.03(c)(ii)(F) above, (iii) a certificate of the Borrower, in form an substance satisfactory to the Issuer, as to Section 8.03(c)(i), Section 8.03(c)(ii)(D), and Section 8.03(e), and (iv) a true and complete copy of the instrument of dissolution, liquidation, disposition, consolidation, or merger.

Section 8.04. Indemnification of the Issuer and the Trustee.

(a) The Borrower will pay, and will protect, indemnify, hold harmless, and save the Issuer and the Trustee and each of their respective past, present, and future members, officers, directors, employees, agents, successors, assigns, and any other person, if any, who "controls" the Issuer or the Trustee, as the case may be, as that term is defined in Section 15 of the Securities Act

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of 1933, as amended (the Issuer, the Trustee and the other listed persons, collectively referred to as, the "Indemnified Persons") from and against any and all liabilities, losses, damages, taxes penalties, costs, and expenses (including attorneys' fees and expenses of the Issuer and the Trustee), causes of action, suits, proceedings, claims, demands, tax reviews, investigations, and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to property) arising from or in any manner directly or indirectly growing out of or connected with the following:

(i) the use, financing, non-use, condition, or occupancy of the Series 2026 Housing Facilities, any repairs, construction, alterations, renovation, relocation, remodeling, and equipping thereof or thereto or the condition of any such Series 2026 Housing Facilities including adjoining sidewalks, streets, or alleys and any equipment or facilities at any time located on or connected with such Series 2026 Housing Facilities or used in connection therewith but which are not the result of the gross negligence of the Issuer or Trustee;

(ii) any act of the Borrower (whether negligent or intentional) or the failure of the Borrower or any of its agents or employees to fulfill any duty toward the Issuer or the Trustee in connection with the facilities financed or refinanced by the Series 2026 Bonds;

(iii) a violation of any agreement, warranty, covenant, or condition of this Loan Agreement or any other agreement executed in connection with this Loan Agreement or the Indenture;

(iv) a violation of any contract, agreement, or restriction by the Borrower relating to the Series 2026 Housing Facilities;

(v) a violation of any law, ordinance, rule, regulation, or court order affecting the Series 2026 Housing Facilities or the ownership, occupancy, or use thereof or the Series 2026 Bonds or use of the proceeds thereof;

(vi) violation of any law, ordinance, rule, regulation, or court order relating to the sale of any series of the Series 2026 Bonds or the use of the Official Statement for the Series 2026 Bonds (or other disclosure document) related thereto;

(vii) any statement or information concerning the Borrower, any of its officers and members, its operations or financial condition generally or the Series 2026 Housing Facilities, contained in any offering document or supplement or amendment thereto furnished to the Issuer or the purchaser of any series of the Series 2026 Bonds, that is untrue or incorrect in any material respect, and any omission from such offering document or any statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein concerning the Borrower, any of its officers and members, and the Series 2026 Housing Facilities not misleading in any material respect, provided that such offering document or supplement or amendment has been approved by the Borrower and the Indemnified Persons did not have actual knowledge of the omission or misstatement;

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(viii) any and all any taxes (including all ad valorem taxes and sales taxes), assessments, impositions, and other charges imposed on the Issuer or the Trustee in respect of any portion of the Series 2026 Housing Facilities; and

(ix) with respect to the Trustee only, the acceptance or administration of the Indenture, including the enforcement of any remedies under the Indenture and the related documents; provided, however, that the foregoing shall not be construed as providing for indemnification of, or payment of expenses to, the Trustee as a result of the Trustee's gross negligence or misconduct.

(b) In case any claim shall be made or any action shall be brought against one or more of the Indemnified Persons in respect of which indemnity can be sought against the Borrower pursuant to any of the preceding paragraphs in Section 8.04(a) hereof, the Indemnified Party seeking indemnity shall promptly notify the Borrower, in writing, and the Borrower shall promptly assume the defense thereof, including the employment of counsel chosen by the Borrower and approved by the Issuer or the Trustee (as the case may be), or both (provided that such approval by the Issuer or the Trustee shall not be unreasonably withheld), the payment of all expenses and the right to negotiate and consent to settlement. If any Indemnified Person is advised in a written opinion of Counsel that there may be legal defenses available to such Indemnified Person which are adverse to or in conflict with those available to the Borrower or that the defense of such Indemnified Person should be handled by separate Counsel, the Borrower shall not have the right to assume the defense of such Indemnified Person, but the Borrower shall be responsible for the reasonable fees and expenses of Counsel retained by such Indemnified Person in assuming its own defense, and provided also that, if the Borrower shall have failed to assume the defense of such action or to retain Counsel reasonably satisfactory to the Issuer or the Trustee within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of Counsel retained by the Indemnified Person shall be paid by the Borrower. Notwithstanding the foregoing, any one or more of the Indemnified Persons shall have the right to employ separate Counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall be paid by such Indemnified Person unless the employment of such Counsel has been specifically authorized by the Borrower or unless the provisions of the immediately preceding sentence are applicable. The Borrower shall not be liable for any settlement of any such action affected without the consent of the Borrower (which shall not be unreasonably withheld), but if settled with the consent of the Borrower or if there be a final judgment for the plaintiff in any such action with or without consent, the Borrower agrees to indemnify and hold harmless the Indemnified Person from and against any loss, liability or expense by reason of such settlement or judgment.

(c) The Borrower shall also indemnify the Issuer, the Trustee and such Indemnified Persons for all reasonable costs and expenses, including reasonable Counsel fees, incurred in: (i) enforcing any obligation of the Borrower under this Loan Agreement or any related agreement, including the Indenture, (ii) taking any action requested by the Borrower, (iii) taking any action required by this Loan Agreement or any related agreement, or (iv) taking any action considered necessary by the Issuer or the Trustee and which is authorized by this Loan Agreement or any related agreement. If the Issuer is to take any action under this Loan Agreement or any other instrument executed in connection herewith for the benefit of the Borrower, it will do so if and only if (A) the Issuer is a necessary party to any such action or proceeding, and (B) the Issuer has received specific

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written direction from the Borrower, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Issuer.

(d) All amounts payable to the Issuer under this Section shall be deemed to be fees and expenses payable to the Issuer for the purposes of the provisions hereof and of the Indenture dealing with assignment of the Issuer's rights hereunder. The Issuer and its members, officers, agents, employees, and their successors and assigns shall not be liable to the Borrower for any reason.

(e) Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Issuer retains the right to (i) enforce any applicable federal or Commonwealth law or regulation or resolution of the Issuer, and (ii) enforce any rights accorded to the Issuer by federal or Commonwealth law or policy or procedure of the Issuer, and nothing in this Loan Agreement shall be construed as an express or implied waiver thereof.

(f) The obligations of the Borrower under this Section shall survive any assignment or termination of this Loan Agreement in accordance with Section 9.01 and Section 11.01 hereof and the resignation or removal of the Trustee, and such obligations under this Section are in addition to any indemnifications or protections provided to the Trustee under the Indenture or any other related document, and the terms hereof shall not limit such indemnification or protections in any way.

Section 8.05. Covenant Regarding Financial Statements.

(a) The Borrower shall provide the Trustee, the University, the Dissemination Agent and the Underwriter annually, within 180 days after the end of each Annual Period, beginning with the Annual Period ending June 30, 2027, the audited financial statements of the Borrower including its balance sheet, statement of revenue, expenses, and changes in fund balance (deficit), and statement of cash flow, for the year then ended in comparative form for the preceding Annual Period, which financial statements shall be accompanied by an Audit Report.

(b) The financial statements to be furnished to the Trustee, the University and the Underwriter annually pursuant to this Section shall be accompanied by a calculation of the Fixed Charges Coverage Ratio for the applicable fiscal year, and by a certificate of the Borrower to the effect that the Borrower is not then in default under any provisions of this Loan Agreement and has fully complied with all of the provisions thereof, or if the Borrower shall then be in default or shall have failed to so comply, setting forth the nature of the default or failure to comply.

Section 8.06. Rate Covenant.

(a) The Borrower covenants and agrees to operate the Series 2026 Housing Facilities as revenue producing student housing facilities on a non-discriminatory basis, and to the extent permitted by law and by the Ground Lease, to charge such fees and rates for its facilities and services and to exercise such skill and diligence as will provide Revenue Available for Fixed Charges, together with other available funds, sufficient to pay promptly all expenses of operation, maintenance, and repair of the Series 2026 Housing Facilities, the Management Fee, the Membership Fee, and to provide all payments required to be made by the Borrower under this Loan Agreement.

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(b) Such rates, fees, and charges in each Annual Period beginning with the first full Annual Period after the date of issuance the Series 2026 Bonds, shall be sufficient to produce a Fixed Charges Coverage Ratio of at least 1.20. If it shall be determined, based upon the financial statements of the Borrower required by Section 8.05 hereof, that for any Annual Period such Fixed Charges Coverage Ratio shall not have been maintained, the Borrower shall, within thirty days of receipt of such financial statements, engage a Financial Consultant to submit to the Trustee a report of such firm containing recommendations as to changes in the operating policies of the Borrower designed to maintain such Fixed Charges Coverage Ratio, shall cause such Financial Consultant to prepare and submit such recommendations within ninety days of the date of its engagement, and shall promptly implement such recommendations to the extent permitted by law and by the Ground Lease. Provided that the Fixed Charges Coverage Ratio does not fall below 1.00, no Event of Default shall occur if such recommendations shall be followed notwithstanding that such Fixed Charges Coverage Ratio shall not subsequently be reattained, but the Borrower shall continue to be obligated to employ such a Financial Consultant for such purpose until such Fixed Charges Coverage Ratio shall be reattained.

(c) The Borrower shall, from time to time as often as necessary and to the extent permitted by law and by the Ground Lease, revise the rates, fees, and charges aforesaid in such manner as may be necessary or proper so that the Revenue Available for Fixed Charges will be sufficient to meet the requirements of this Loan Agreement, and further, that it will, in order to comply with the provisions of this Loan Agreement, take all action within its power to obtain approvals of any regulatory or supervisory authority to implement any rates, fees, and charges required by this Loan Agreement.

Section 8.07. Annual Budget.

(a) At least ten days before the first day of each Annual Period commencing with the Annual Period ending June 30, 2027, the Borrower shall prepare a line item operation and capital budget for the Series 2026 Project (the "Annual Budget") for the immediately succeeding Annual Period which shall include the monthly budgeted Expenses of the Series 2026 Housing Facilities for such Annual Period and which shall have been approved by the Authorized University Representative in accordance with Section 16 of the Ground Lease. If the Borrower shall fail to prepare the Annual Budget for any Annual Period, the Annual Budget for the immediately preceding Annual Period, as adjusted by a factor equal to the greater of (i) 3.0%, or (ii) the Consumer Price Index Increase, as provided by the Ground Lease, shall continue in effect until the Annual Budget shall be prepared for the remainder of the applicable Annual Period.

(b) To the extent that the Borrower shall deem it necessary at any time during any Annual Period, the Borrower shall submit a revised Annual Budget to the University and the Trustee declaring that the revisions are necessary to operate or maintain the Series 2026 Housing Facilities and setting forth the reasons therefor which revised Annual Budget shall, for all purposes of this Loan Agreement (but without limitation of the rights of the University under the Ground Lease), be deemed the Annual Budget for the remainder of the applicable Annual Period.

(c) A copy of each Annual Budget or revised Annual Budget shall be furnished to the Trustee and the University as soon as possible, but in no event later than the beginning of the Annual Period. The Annual Budget or revised Annual Budget shall be accompanied by a certificate of the

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Borrower to the effect that the Fixed Charges Coverage Ratio for the Annual Period to which such Annual Budget relates, based on the projected Revenues and Expenses set forth therein, will be not less than [1.20] or, if not so, stating in reasonable detail the reasons therefor.

(d) If the Borrower shall fail to provide a certificate required by subsection (c) of this Section stating that the Fixed Charges Coverage Ratio will be not less than [1.20], a Financial Consultant shall be engaged by the Borrower to review or revise the Annual Budget and to so certify to the Trustee and the University, and to the extent such Financial Consultant shall revise the proposed Annual Budget, such revised Annual Budget shall, for all purposes of this Loan Agreement, but without limitation of the rights of the University under the Ground Lease, be deemed the Annual Budget for the remainder of the applicable Annual Period.

Section 8.08. Continuing Disclosure Agreement. The Borrower shall at all times remain party to the Continuing Disclosure Agreement, or if the Continuing Disclosure Agreement shall terminate, it shall enter into a similar agreement to provide for the dissemination of the financial statements and notices required by Rule 15c2 12 under the Securities and Exchange Act of 1934, as amended.

Section 8.09. Related Party Transactions. The Borrower shall not enter into any transaction relating to the Series 2026 Project, including the purchase, sale, lease, or exchange of property or the rendering of any service, with any Affiliate of the Borrower except in the ordinary course of business and pursuant to the reasonable requirements of the Borrower's business and upon terms found by the Board of Directors of the Borrower to be fair and reasonable and no less favorable to the Borrower than would be obtained in a comparable arm's length transaction with a Person not an Affiliate of the Borrower provided, however, the foregoing shall not apply to any transaction undertaken by the Borrower in support of the University.

Section 8.10. Covenant Regarding Manager. The Borrower agrees that if the initial Manager shall cease to serve, it will employ as the Manager either (a) the University, or (b) a recognized manager of student housing facilities that is acceptable to the University and the University and that then manages, and shall have for the past five years managed, at least 5,000 beds of student housing. Before entering into a contract with any successor Manager, the Borrower shall first deliver to the Trustee and the University an Opinion of Bond Counsel to the effect that the terms of the proposed Management Agreement will not bring about an Event of Taxability.

Section 8.11. Tax Exempt Status. The Borrower covenants with the Issuer and for and on behalf of the purchasers and Beneficial Owners of the Tax-Exempt Bonds from time to time outstanding that so long as any of the Tax Exempt Bonds remain outstanding, moneys on deposit in any fund in connection with the Tax Exempt Bonds, whether or not such moneys were derived from the proceeds of the sale of the Tax Exempt Bonds or from any other sources, will not be used in a manner which will cause the Tax Exempt Bonds to be "arbitrage bonds," within the meaning of Section 148 of the Code, and any lawful Treasury Regulations promulgated thereunder, as the same exist on this date, or may from time to time hereafter be amended, supplemented or revised. The Borrower also covenants for the benefit of the Beneficial Owners of the Tax Exempt Bonds to comply with all of the provisions of the Tax Agreement. The Borrower reserves the right, however, to make any investment of such moneys permitted by the laws of the Commonwealth, if, when, and to the extent that Section 148 or the Treasury Regulations promulgated thereunder shall be repealed

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or relaxed or shall be held void by final judgment of a court of competent jurisdiction, but only upon receipt of a Favorable Opinion of Bond Counsel with respect to such investment.

THE BORROWER AGREES THAT IT WILL TAKE SUCH ACTIONS AS ARE NECESSARY OR APPROPRIATE AND WITHIN ITS CONTROL TO TAKE TO COMPLY WITH THE PROVISIONS OF THE CODE AND THE TREASURY REGULATIONS PROMULGATED THEREUNDER IN ORDER TO AVOID ANY LOSS OF ANY THE EXCLUSION OF INTEREST ON THE TAX EXEMPT BONDS FROM GROSS INCOME OF THE OWNERS THEREOF FOR FEDERAL INCOME TAX PURPOSES, AND WILL NOT ACT OR FAIL TO ACT IN ANY OTHER MANNER WHICH WOULD ADVERSELY AFFECT SUCH EXCLUSION. IN CONNECTION WITH THE FOREGOING, THE BORROWER ACKNOWLEDGES AND AGREES TO COMPLY WITH THE PROVISIONS OF ANY APPLICABLE PROJECT CERTIFICATE.

THE BORROWER ACKNOWLEDGES THAT UPON AN EXAMINATION BY THE INTERNAL REVENUE SERVICE OF THE EXCLUSION OF INTEREST ON THE TAX EXEMPT BONDS FROM GROSS INCOME OF THE OWNERS THEREOF FOR FEDERAL INCOME TAX PURPOSES, THE ISSUER MAY BE TREATED AS A "TAXPAYER" IN SUCH EXAMINATION, AND THE BORROWER AGREES THAT IT WILL RESPOND, AND WILL DIRECT THE ISSUER TO RESPOND, IN A COMMERCIALLY REASONABLE MANNER TO ANY INQUIRIES FROM THE INTERNAL REVENUE SERVICE IN CONNECTION WITH SUCH AN EXAMINATION. THE ISSUER COVENANTS THAT IT WILL COOPERATE WITH THE BORROWER, AT THE BORROWER'S EXPENSE AND AT ITS DIRECTION, IN CONNECTION WITH SUCH EXAMINATION.

THE BORROWER FURTHER COVENANTS THAT ON OR BEFORE THE DATE THAT IS FIVE YEARS FROM THE CLOSING DATE FOR A SERIES OF TAX-EXEMPT BONDS, THE BORROWER SHALL PROVIDE TO THE TRUSTEE A WRITTEN CERTIFICATE OF AN AUTHORIZED BORROWER REPRESENTATIVE STATING THAT EITHER (A) NO REBATE PAYMENTS ARE THEN REQUIRED TO BE MADE TO THE UNITED STATES BECAUSE OF THE EXISTENCE OF ONE OR MORE EXCEPTIONS FROM THE REBATE PROVISIONS CONTAINED IN SECTION 148(F) OF THE CODE AND THE TREASURY REGULATIONS RELATING TO THE TAX-EXEMPT BOND PROVISIONS OF THE CODE (THE "REBATE PROVISIONS") FOR SUCH SERIES OF TAX-EXEMPT BONDS, OR (B) THE BORROWER HAS MADE (OR CAUSED TO BE MADE) A CALCULATION OF THE AMOUNT OF REBATE OWED PURSUANT TO THE REBATE PROVISIONS AND EITHER (I) NO REBATE WAS THEN DUE AND OWING WITH RESPECT TO SUCH SERIES OF TAX-EXEMPT BONDS, OR (II) REBATE (THE AMOUNT OF WHICH SHALL BE SPECIFIED) HAS BEEN PAID TO THE UNITED STATES WITH RESPECT TO SUCH SERIES OF TAX-EXEMPT BONDS. THE BORROWER ACKNOWLEDGES THAT ITS OBLIGATIONS UNDER THIS SECTION ARE SUPPLEMENTAL TO, AND NOT IN LIEU OF, THE REBATE PROVISIONS SET FORTH IN THE TAX AGREEMENT.

Section 8.12. Calculation and Payment of Rebate Amount.

(a) The Borrower shall (i) calculate the Rebate Amount as of each Calculation Date, (ii) transmit a copy of such calculation to the Trustee, and (iii) pay to the Trustee for deposit to the Rebate

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Fund or direct the Trustee to transfer from the Revenue Fund (if the Revenue Fund is held by the Trustee) an amount equal to the difference, if any, between the amount then in the Rebate Fund and the Rebate Amount so calculated. If, as of any Calculation Date, the amount in the Rebate Fund shall exceed the Rebate Amount, the Borrower may direct the Trustee to transfer such excess from the Rebate Fund to the Revenue Fund (if the Revenue Fund is held by the Trustee) or as otherwise directed by an Opinion of Bond Counsel.

(b) The Borrower shall pay, or shall direct the Trustee to pay, to the United States of America from the amounts on deposit in the Rebate Fund, all amounts required to be paid to the United States of America under Section 148(f) of the Code and the Regulations promulgated thereunder, shall complete and file any IRS form that must accompany each such payment to the United States of America, and shall provide a copy of any such form to the Trustee.

Section 8.13. Limitation on Incurrence of Indebtedness.

(a) General. The Borrower shall not create, assume, guarantee, or otherwise become liable in respect of any Indebtedness except (*i*) as otherwise permitted by Section 2.11 of the Indenture.

ARTICLE IX
ASSIGNMENT, SUBLEASING, ENCUMBERING AND SELLING; REDEMPTION; LOAN PAYMENTS; AND ABATEMENT

Section 9.01. Assignment and Subleasing.

(a) The Borrower may enter into residency agreements with residents of the Series 2026 Housing Facilities or the University without complying with the provisions of this subsection (a) other than item (vii) below. With the prior written consent of the University, the rights and obligations of the Borrower under this Loan Agreement may be assigned and delegated, and the Series 2026 Housing Facilities may be assigned or subleased, as a whole or in part, by the Borrower without the necessity of obtaining the consent of either the Issuer or the Trustee, subject, however, to each of the following conditions:

(i) No assignment (other than pursuant to Section 8.03 hereof) or sublease shall relieve the Borrower from primary liability for any of its obligations hereunder, and in the event of any such assignment or sublease, the Borrower shall continue to remain primarily liable for payment of the Loan Payments and for the payment, performance, and observance of the other obligations and agreements on its part herein provided to be performed and observed by it.

(ii) The assignee shall assume in writing the obligations of the Borrower hereunder to the extent of the interest assigned.

(iii) The Borrower shall furnish or cause to be furnished to the Issuer and the Trustee assurances reasonably satisfactory to the Issuer and the Trustee that the Series 2026 Housing Facilities will continue to be operated as student housing facilities and related facilities.

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(iv) No assignment or sublease with any Person shall be entered into by the Borrower without the Borrower's first furnishing to the Trustee a Favorable Opinion of Bond Counsel or a ruling from the IRS to the effect that such assignment or sublease will not bring about an Event of Taxability.

(v) No such assignment or sublease shall give rise to a novation.

(vi) The Borrower shall, within thirty days after the execution thereof, furnish, or cause to be furnished, to the Issuer, the Trustee, and the University a true and complete copy of each such assignment or sublease, as the case may be. The Issuer and the Trustee shall have the right, at any time and from time to time, to notify any assignee or sublessee of the rights of the Issuer and the Trustee as provided by this paragraph. From time to time, upon the request of the Issuer or the Trustee, the Borrower shall specifically assign and grant a security interest to the Trustee, as additional security for the Loan Payments, by an amendment to the Security Agreement in writing and in the form approved by the Issuer and the Trustee, all the right, title, and interest of the Borrower in and to any and all subleases hereafter on or affecting the Series 2026 Housing Facilities (other than any sublease to which the University is a party as the sublessee), together with all security therefor and all moneys payable thereunder, subject to the conditional right of the Borrower to collect the rentals under any such subleases. The Borrower and the Issuer shall also execute and deliver to the Trustee any notification, financing statement, or other document reasonably required by the Trustee to perfect the foregoing assignment and security interest created as to any such subleases and other properties.

(vii) All residency agreements shall contain an attornment clause providing in effect that if at any time during the term of the residency agreement, the Trustee or the designee of the Trustee, or a subsequent purchaser at a foreclosure sale from the Trustee, shall become the owner of the Series 2026 Housing Facilities, the resident under such residency agreement agrees, at the election and upon demand of any owner of the Series 2026 Housing Facilities, to attorn, from time to time, to any such owner upon the terms and conditions set forth in the residency agreement and further, that at the request of the party to whom it has attorned, it will execute, acknowledge, and deliver, without charge, from time to time, instruments acknowledging such attornment. The attornment clause shall also provide that upon such attornment, the residency agreement shall continue in full force and effect as, or as if it were, a direct residency agreement between the successor and the resident under such residency agreement, except that the successor landlord shall not (A) have any liability for any previous act or omission of a predecessor landlord under the residency agreement, (B) be bound by any previous modification of the residency agreement, unless such modification or prepayment shall have been expressly approved in writing by the Issuer and the Trustee, or (C) have any liability for refusal or failure to perform or complete landlord's work or otherwise prepare the demised premises for occupancy in accordance with the provisions of the residency agreement.

(b) The Issuer confirms and recognizes that the right of possession of the residents under residency agreements of the Borrower to the Series 2026 Housing Facilities and their other rights arising out of the residency agreements shall not be affected or disturbed in any way by the Issuer or

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the Trustee or by the exercise of any rights or remedies by the Issuer or the Trustee for any reason other than one that would entitle the Borrower under the residency agreements to dispossess the residents under such residency agreements from the Series 2026 Housing Facilities or that would constitute an event of default under the residency agreements. Further, upon a foreclosure or such other exercise of the Issuer's or the Trustee's rights under this Loan Agreement and the Indenture, the Issuer agrees that so long as any resident is not in default under the terms of its residency agreement, it shall recognize such resident as the resident under such residency agreement.

Section 9.02. Restrictions on Sale, Encumbrance, or Conveyance of the Series 2026 Project by the Borrower. The Borrower shall not, except as set forth in Section 8.03 and Section 9.01 hereof and in the Ground Lease and the Leasehold Mortgage, (a) directly, indirectly, or beneficially sell, convey, or otherwise dispose of any part of its interest in the Series 2026 Housing Facilities during the Agreement Term, (b) permit any part of the Premises to become subject to any mortgage, lien, claim of title, encumbrance, security interest, conditional sale contract, title retention arrangement, finance lease, or other charge of any kind, except for Permitted Encumbrances or except as otherwise permitted under this Loan Agreement, and (c) assign, transfer, or hypothecate (other than to the Trustee) any rent (or analogous payment) then due or to accrue in the future under any residency agreement or sublease of the Series 2026 Housing Facilities, except for Permitted Encumbrances or except as otherwise permitted in Section 9.01 hereof. Notwithstanding the foregoing, nothing in this Section shall be construed to prevent the Borrower from, or impose on the Borrower any additional requirements or restrictions in connection with, (i) decommissioning or demolishing any Decommissioned Housing Facility, renovating any Legacy Housing Facility, or removing and disposing of any equipment or personal property that is part of the Legacy Housing Facilities, in each case in connection with the Series 2026 Project or any future project contemplated on the campus of the University in accordance with the Development Agreement and the Ground Lease, or (ii) entering into the Dining Sublease with the University.

Section 9.03. Redemption of Bonds. The Issuer, at the written request of the Borrower at any time and if any Bonds are then callable or available for purchase, and if there are funds available therefor, shall forthwith take all steps that may be necessary under the applicable redemption or purchase provisions of the Indenture to effect redemption or purchase of all or part of such then outstanding Bonds, as may be specified by the Borrower, on the earliest date on which such redemption or purchase may be made under such applicable provisions. In the circumstances set forth in Section 6.02, Section 7.01, and Section 7.02 hereof and in the Leasehold Mortgage, Bonds will be redeemed by the Issuer automatically without the request of the Borrower, however, in certain circumstances, the Borrower shall have the right to select the date of redemption pursuant to Section 3.04 of the Indenture.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. The following shall be "Events of Default" under this Loan Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Loan Agreement, any one or more of the following events:

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(a) The Borrower shall fail to pay the Basic Loan Payments required to be paid under Section 5.02(a)(i)(A) hereof at the times specified therein and such failure shall continue to the first Interest Payment Date thereafter.

(b) The Borrower shall fail to pay the Basic Loan Payments required to be paid under Section 5.02(a)(i)(B) of this Loan Agreement at the times specified therein and such failure shall continue to the first date thereafter on which any Debt Service Payment shall be due and payable as set forth in the amendment or amendments hereto executed in connection with the issuance of Additional Bonds.

(c) The Borrower shall fail to pay the Basic Loan Payments required to be paid under Section 5.02(a)(i)(C) hereof at the times specified therein and such failure shall continue to the first date thereafter on which any principal of the Series 2026 Bonds shall be due and payable, whether at maturity, by acceleration, call for redemption, or otherwise.

(d) Any representation or warranty made by the Borrower in any statement or certificate furnished to the Issuer or the Trustee or the purchaser of the Series 2026 Bonds, in connection with the sale of any such Series 2026 Bonds, or furnished by the Borrower pursuant hereto, shall prove to have been inaccurate in any material respect as of the date of the issuance or making thereof and shall not have been corrected within thirty days after written notice specifying such inaccuracy shall have been given to the Borrower by the Issuer, the Trustee, or such purchaser. In the case of any such inaccuracy that cannot with due diligence be corrected within such thirty day period, but can be wholly corrected within a period of time not materially detrimental to the rights of the Trustee, it shall not constitute an Event of Default if corrective action shall be instituted by the Borrower within the applicable period and diligently pursued until the inaccuracy shall have been corrected in accordance with and subject to any directions or limitations of time established in writing by the Trustee.

(e) The Borrower shall fail to perform or cause to be performed any other covenant, condition, or provision hereof, other than as referred to in paragraphs (a), (b), or (c) above or any covenant contained in Section 8.08 hereof, and to correct such failure within thirty days after written notice specifying such failure shall have been given to the Borrower by the Issuer or the Trustee. In the case of any such failure that cannot with due diligence be corrected within such thirty day period, but can be wholly corrected within a period of time not materially detrimental to the rights of the Trustee or the Issuer, it shall not constitute an Event of Default if corrective action shall be instituted by the Borrower within the applicable period and diligently pursued until the failure shall have been corrected in accordance with and subject to any directions or limitations of time established in writing by the Trustee.

(f) The Borrower shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of it or of all or a substantial part of its property or of the Series 2026 Housing Facilities, (ii) fail to lift or bond promptly (if legally permissible) any execution, garnishment, or attachment of such consequence as will impair the ability of the Borrower to carry on its operations at the Series 2026 Housing Facilities, (iii) enter into an agreement of composition with its creditors, (iv) admit in writing its inability to pay its debts as such debts become due, (v) make a general assignment for the benefit of its creditors, (vi) commence a voluntary case under the federal bankruptcy law or

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any similar law in effect in a foreign jurisdiction (as now or hereafter in effect), (vii) file a petition or answer seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, (viii) fail to controvert in a timely or appropriate manner or acquiesce in writing to any petition filed against it in an involuntary case under such federal bankruptcy law or any similar law in effect in a foreign jurisdiction, or (ix) take any action for the purpose of effecting any of the foregoing.

(g) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding up, or composition or adjustment of debts of the Borrower, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of it, or (iii) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and shall continue unvacated and unstayed and in effect for a period of ninety days, whether consecutive or not.

(h) The Fixed Charges Coverage Ratio for any Annual Period shall be less than 1.00.

(i) The occurrence of an "Event of Default," event of default, or other material breach in respect to the Borrower's obligations under any of the Borrower Documents for the Series 2026 Bonds other than the Continuing Disclosure Agreement.

Section 10.02. Remedies on Default.

(a) Whenever any Event of Default referred to in Section 10.01 hereof shall have happened and be subsisting, the Issuer, or the Trustee as the assignee of the Issuer, to the extent permitted by law, may:

(i) at its option, which may be separate and independent from any similar option under the Indenture, declare all unpaid installments of Basic Loan Payments and other amounts payable under Section 5.02 hereof for the remainder of the Agreement Term to be immediately due and payable whereupon the same shall become immediately due and payable it being understood that upon a declaration by the Trustee under Section 10.02 of the Indenture, all unpaid Basic Loan Payments payable hereunder shall become immediately due and payable; provided, however, that if acceleration of the Series 2026 Bonds shall have been rescinded and annulled pursuant to Section 10.02 of the Indenture, acceleration of the Basic Loan Payments and other amounts payable under Section 5.02 hereof required by this Section 10.02(a) shall similarly be rescinded and annulled and the Event of Default occasioning such acceleration shall be waived, but no such waiver, rescission, and annulment shall extend to or affect any subsequent Event of Default or impair or exhaust any right, power, or remedy consequent thereon;

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(ii) have access to and inspect, examine, and make copies of the books and records and any and all accounts, similar data, and income tax and other tax returns of the Borrower; or

(iii) from time to time take whatever action at law or in equity or under the terms of the Financing Documents may appear necessary or desirable to collect the Loan Payments and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under this Loan Agreement.

(b) Amounts collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the Indenture, or, if the Series 2026 Bonds shall have been fully paid (or provision for payment thereof shall have been made in accordance with the provisions of the Indenture) and the Borrower shall have paid all amounts due under Section 5.02, Section 6.08, Section 8.04, and Section 10.04 hereof, then any amounts remaining shall be paid to the University.

Section 10.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer or the Trustee, as assignee of the Issuer, is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Issuer hereunder shall also extend to the Trustee, and the Trustee and the owners of the Series 2026 Bonds shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If the Borrower should default under any of the provisions of this Loan Agreement and the Issuer or the Trustee, should employ attorneys or incur other reasonable expenses for the collection of Basic Loan Payments hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower herein contained, the Borrower agrees that it shall on demand therefor pay to the Issuer or the Trustee the reasonable fees of such attorneys and such other expenses so incurred by the Issuer or the Trustee. Any attorneys' fees required to be paid by the Borrower under this Loan Agreement shall include attorneys' fees through all proceedings, including negotiations, administrative hearings, trials, and appeals.

Section 10.05. Waiver of Events of Default. The Trustee, on behalf of the Issuer, may waive any Event of Default hereunder and its consequences or rescind any declaration of acceleration of payments of the Basic Loan Payments due hereunder. In case of any such waiver or rescission, or in case any proceeding taken by the Issuer or the Trustee on account of any such Event of Default shall be discontinued or abandoned or determined adversely to the Issuer or the Trustee, then and in every such case the Issuer and the Borrower shall be restored to their former position and rights hereunder, but no such waiver or rescission shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

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Section 10.06. No Liability of the Borrower's Member and Officers. No recourse under or upon any obligation, covenant, or agreement contained in this Loan Agreement, in any of the Bond Documents, or in any other documents delivered in connection with the issuance of the Series 2026 Bonds, or for any claim based thereon, or under any judgment obtained against the Borrower, or by the enforcement of any assessment or penalty or otherwise or by any legal or equitable proceeding by virtue of any constitution, rule of law or equity, or statute or otherwise or under any other circumstances, under or independent hereof, shall be had against any incorporator, director, member, or officer, as such, past, present, or future of the Borrower or the Foundation, or any incorporator, director, member, or officer of any successor entity, as such, either directly or through the Borrower or any successor entity, or otherwise, for the payment for or to the Borrower or any receiver thereof, of any sum that may be due and unpaid by the Borrower under this Loan Agreement, any of the Bond Documents, or any other documents delivered in connection with the issuance of the Series 2026 Bonds.

Section 10.07. Restoration to Original Positions. In case the Issuer or the Trustee shall have proceeded to enforce any right under this Loan Agreement, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Borrower, and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies, and powers of the Issuer and the Trustee shall continue as if no such proceedings had been taken. To the extent that the Issuer or the Trustee waives or rescinds any Event of Default hereunder, or in case any proceeding taken by the Issuer or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, and the Borrower shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 10.08. Delay or Omission Not a Waiver. No delay or omission of the Issuer or the Trustee to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Loan Agreement to the Issuer or the Trustee may be exercised from time to time and as often as may be deemed expedient by the Issuer or the Trustee.

Section 10.09. Waiver of Extension, Stay, and Redemption Laws. To the extent permitted by law, the Borrower will not during the continuance of any Event of Default hereunder insist upon, or plead, or in any manner whatever, claim or take any benefit or advantage of, any extension or stay law wherever enacted, now or at any time hereafter in force, that may affect the covenants and terms of performance of this Loan Agreement; nor after any sale or sales of any portion of the Series 2026 Housing Facilities that may be made pursuant to any provision herein contained, or pursuant to the decree, judgment, or order of any court of competent jurisdiction claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the property so sold or any part thereof, and the Borrower hereby expressly waives all benefits or advantages of any such law or laws and covenants not to hinder, delay, or impede the execution of any power herein granted or delegated to the Issuer, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

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Section 10.10. Remedies Subject to Provisions of Laws. All rights, remedies, and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law that may be controlling in the premises and to be limited to the extent necessary so that they will not render this Loan Agreement invalid or unenforceable under the provisions of any applicable law.

Section 10.11. No Right to Conduct Affairs of the Borrower. Nothing contained in this Loan Agreement shall be construed to grant to the Issuer or the Trustee the right to conduct the business and affairs of the Borrower, whether or not an Event of Default shall have occurred.

ARTICLE XI
OPTIONS IN FAVOR OF THE BORROWER

Section 11.01. General Options to Terminate Loan Agreement. The Borrower shall have, and is hereby granted, the following options to terminate this Loan Agreement at any time before full payment of all of the Series 2026 Bonds issued under the Indenture (or provision for payment thereof having been made in accordance with the provisions of the Indenture). The Borrower may terminate the Agreement Term by (a) paying to the Trustee an amount that, when added to the amount on deposit in the Bond Fund, the Redemption Fund, and the Debt Service Reserve Fund, will be sufficient to pay, retire, and redeem all of the then Outstanding Bonds in accordance with the provisions of the Indenture (including principal, redemption premium, interest to maturity or earliest applicable redemption date, as the case may be, premium, if any, expenses of redemption, and Trustee's and paying agents' fees and expenses, including reasonable attorneys' fees), (b) in the case of redemption, making arrangements satisfactory to the Trustee for the giving of the required, irrevocable notice of redemption, (c) paying to the Issuer any and all sums then due to the Issuer under this Loan Agreement, and (d) otherwise complying with the provisions of Article IX of the Indenture. If the University shall exercise the option granted to it pursuant to the Ground Lease to purchase the Series 2026 Housing Facilities, the Borrower shall exercise the option granted by this Section.

Section 11.02. Option to Prepay the Loan upon the Occurrence of Certain Extraordinary Events.

(a) The Borrower shall have, and is hereby granted, the option to prepay any Loan in full or in part before the full payment of all of the series of the Series 2026 Bonds applicable to such Loan (or provision for payment thereof having been made in accordance with provisions of the Indenture), (i) in full, if the Series 2026 Housing Facilities financed by such Series 2026 Bonds shall have been destroyed or damaged to such an extent that, in the opinion of the Borrower and the University expressed in a certificate filed with the Issuer and the Trustee, (A) the such Series 2026 Housing Facilities cannot reasonably be restored within a period of twelve months to the condition thereof immediately preceding such destruction or damage, (B) the Borrower will thereby be prevented from carrying on its normal operations thereat for a period of twelve consecutive months, or (C) the cost of restoration or replacement thereof would exceed the Net Proceeds of insurance payable in respect of such destruction or damage, (ii) in full, if title to, or the temporary use of, a substantial portion of the Series 2026 Housing Facilities shall have been taken under the exercise of the power of eminent domain by any governmental authority or person, firm, or corporation acting

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under governmental authority to such an extent that, in the opinion of the Borrower and the University expressed in a certificate filed with the Issuer and the Trustee, (A) the Series 2026 Housing Facilities cannot be reasonably restored or replaced within a period of twelve months to substantially the condition thereof immediately preceding such taking, (B) the Borrower will thereby be prevented from carrying on its normal operations thereat for a period of twelve consecutive months, or (C) the cost of restoration or replacement thereof would exceed the total amount of compensation for such taking, or (iii) in part, upon partial condemnation or destruction of, or partial damage to, the Series 2026 Housing Facilities, from the Net Proceeds received by the Borrower as a result of such taking, damage, or destruction to the extent such Net Proceeds are not used for the restoration of the Series 2026 Housing Facilities or for the acquisition of substitute property suitable for the Borrower's operations at the Series 2026 Housing Facilities as such operations were conducted before such taking, damage, or destruction if the Borrower furnishes to the Issuer and the Trustee (A) a certificate of the Borrower and the University stating (1) that the property forming a part of the Series 2026 Housing Facilities that was taken, damaged, or destroyed is not essential to the Borrower's use or occupancy of the Series 2026 Project at substantially the same revenue producing level as before such taking, destruction or damage, (2) that the Series 2026 Housing Facilities have been restored to a condition substantially equivalent to their condition before such taking, destruction, or damage, or (3) that the Borrower has acquired improvements that are substantially equivalent to the property forming a part of the Series 2026 Housing Facilities that was taken, destroyed, or damaged, or (B) a written report of a Financial Consultant filed with the Trustee that the Fixed Charges Coverage Ratio for each of the two Annual Periods following the Annual Period following such taking, destruction or damage will not be less than the lesser of (1) [1.20], and (2) the average Fixed Charges Coverage Ratio for the two most recent Annual Periods before such taking, destruction, or damage for which Audit Reports are available.

(b) In the case of the occurrence of any of the events described in the preceding subsection (a), the Borrower, if it shall exercise its option to prepay any such Loan, must prepay the such Loan within 180 days after such event.

(c) To exercise such option, the Borrower shall, within sixty days following the event authorizing the exercise of such option, give written notice of the exercise of such option to the Issuer and to the Trustee and shall specify therein the date of tender of such prepayment, which date shall not be less than forty-five nor more than 120 days from the date such notice is mailed, and shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption.

(d) The amount payable by the Borrower upon its exercise of the option to prepay any such Loan in full granted in the circumstances described in clauses (i) and (ii) of subsection (a) of this Section shall be the sum of the following:

(i) an amount of money that, when added to the amount then on deposit in the Bond Fund, the Redemption Fund, and the Debt Service Reserve Fund (taking into account the restrictions of Section 5.06(f) of the Indenture) will be sufficient to retire and redeem all the then Outstanding of the Series 2026 Bonds applicable to such Loan on the applicable redemption date provided by the Indenture, including principal, all interest to accrue to such redemption date, and redemption expense, but without premium, plus

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(ii) an amount of money equal to the Trustee's and paying agents' fees and expenses, including reasonable attorneys' fees and expenses, under the Indenture accrued and to accrue until such final payment and redemption of the Series 2026 Bonds applicable to such Loan.

(e) The amount payable by the Borrower upon its exercise of the option to prepay any Loan in part granted in the circumstances described in clause (iii) of subsection (a) of this Section shall be the sum of the following:

(i) an amount of money that, when added to the amount then on deposit in the Bond Fund and the Redemption Fund, will be sufficient to retire and redeem the Bonds applicable to such Loan that are to be redeemed on the applicable redemption date provided by the Indenture, including principal, all interest to accrue to such redemption date, and redemption expense, but without premium, plus

(ii) an amount of money equal to the Trustee's and paying agents' fees and expenses, including reasonable attorneys' fees and expenses relating to such redemption.

Section 11.03. Option to Prepay Loan in Connection with Optional Redemption of the Series 2026 Bonds.

(a) The Borrower shall have the option to prepay the any Loan by prepaying Basic Loan Payments due under this Loan Agreement for an applicable series of Bonds in such manner and amounts as will enable the Issuer to redeem such series of Bonds before maturity in whole or in part on any date, as provided in Section 3.02 of the Indenture. The Basic Loan Payments payable by the Borrower upon its exercise of the option granted under this Section shall be (i), in the case of partial redemption, the amount necessary to pay principal, all interest to accrue to the redemption date, the applicable redemption premium, as provided in Section 3.02 of the Indenture, and any redemption expense, and (ii) in the case of a total redemption, the amounts set forth in Article IX of the Indenture and the applicable redemption premium, as provided in Section 3.02 of the Indenture.

(b) To exercise such option, the Borrower shall give the Issuer and the Trustee not less than forty-five days' prior written notice of the exercise of such option and shall specify therein the date of tender of such prepayment and the amount thereof, shall direct the redemption of the corresponding amount of such Series 2026 Bonds, and shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption.

ARTICLE XII
MISCELLANEOUS

Section 12.01. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, return receipt requested, or given when dispatched by facsimile transmission, or by personal delivery addressed as follows:

If to the Issuer: Kentucky Bond Development Corporation
c/o Kentucky League of Cities

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100 East Vine Street, Suite 800
Lexington, Kentucky 40507
Attention: Secretary
Telephone: (859) 977-3745
Email: rmiller@klc.org

If to the Trustee: Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, Minnesota 55402
Attention: Corporate Trust
Telephone: (612) 217 5672
Email: Llewis6@wilmingtontrust.com

If to the Borrower: Collegiate Housing Foundation – Bowling Green, L.L.C.
c/o Collegiate Housing Foundation
409 Johnson Avenue
Fairhope, Alabama 36532
Attention: President
Telephone: (251) 928 9340
Email: willgivhan@collegiatehousing.org

A copy of all notices to the Borrower shall be sent to the University.

If to the University: Western Kentucky University
Office of the President
Craig Administration Building
1906 College Heights Boulevard, #11001
Bowling Green, Kentucky 42101
Attention: President
Email: president@wku.edu

If to the Underwriter: RBC Capital Markets, LLC
225 Franklin Street, Suite 2150
Boston, Massachusetts 02110
Attention: Casey Fox
Telephone: (617) 725-2005
Email: casey.fox@rbccm.com

Receipt of notices, certificates, or other communications hereunder shall occur upon actual delivery (whether by mail, facsimile transmission, messenger, courier service, or otherwise) to any person who is an officer of the Borrower at any location where such person may be found, or to an officer, agent or employee of the Borrower or other party, at the address of such party set forth above, subject to change as provided hereinabove. An attempted delivery in accordance with the foregoing, acceptance of which is refused or rejected, shall be deemed to be and shall constitute receipt; and an attempted delivery in accordance with the foregoing by mail, messenger, or courier service (whichever is chosen by the sender) that is not completed because of changed address of which no

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notice was received by the sender in accordance with this provision before the sending of the notice, certificate, or other communication shall also be deemed to be and constitute receipt. A duplicate copy of each notice, certificate, or other communication given hereunder shall also be given to the Trustee and to the Underwriter. Any party named in this Section may, by notice given to each of the others, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 12.02. Construction and Binding Effect. This Loan Agreement constitutes the entire agreement of the parties and supersedes any prior agreements. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower, and their respective successors and assigns subject, however, to the limitations contained in Section 8.03, Section 9.01, and Section 9.02 hereof.

Section 12.03. Severability. If any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04. Amendment, Changes, and Modifications; Waivers. Subject to the terms, conditions and provisions of Article XIII of the Indenture, the Borrower and the Issuer, with the consent of the Trustee, may from time to time enter into supplements and amendments to this Loan Agreement. An executed copy of any of the foregoing amendments, changes, or modifications shall be filed with the Trustee. The Trustee may grant such waivers of compliance by the Borrower with provisions of this Loan Agreement as to which the Trustee may deem necessary or desirable to effectuate the purposes or intent hereof and which, in the opinion of the Trustee, do not have a material adverse effect upon the interests of the Bondholders, provided that the Trustee shall file with the Issuer any and all such waivers granted by the Trustee within three business days thereof.

Section 12.05. Execution of Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.06. Law Governing Construction of This Loan Agreement. This Loan Agreement is prepared and entered into with the intention that the law of the Commonwealth, exclusive of the Commonwealth's rules governing choice of law, shall govern its construction.

Section 12.07. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date for any payment due under this Loan Agreement shall be, in the location of the principal corporate trust office of the Trustee, a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized by law to close, then such payment need not be made on such date but may be made on the immediately succeeding business day not a Saturday, Sunday, legal holiday, or day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date due.

Section 12.08. Subordination to Indenture. This Loan Agreement and the rights and privileges of the Borrower hereunder are specifically made subject and subordinate to the rights and privileges of the Trustee and the owners of the Series 2026 Bonds appertaining thereto set forth in the Indenture.

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Section 12.09. Limitation on Interest. No provisions of this Loan Agreement or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess interest in such respect is herein or on the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, the Borrower shall not be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this Loan Agreement and the Notes inconsistent with this provision.

Section 12.10. Limitation of Liability. No covenant, agreement, or obligation contained herein shall be deemed to be a covenant, agreement, or obligation of any member, director, officer, employee, or agent of the Issuer in his or her individual capacity, and neither the members of the Issuer nor any officer thereof executing Bonds shall be liable personally on such Series 2026 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No member, director, officer, employee, or agent of the Issuer shall incur any personal liability with respect to any other action taken by him or her pursuant to the Indenture or this Loan Agreement.

NOTWITHSTANDING ANYTHING IN THIS LOAN AGREEMENT TO THE CONTRARY, IN NO EVENT WILL THE ISSUER BE LIABLE TO THE BORROWER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, BUSINESS, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Section 12.11. No Pecuniary Liability of the Issuer or the Commonwealth. Notwithstanding other terms or provisions hereof, no provision, covenant, or agreement contained in this Loan Agreement, or any obligation herein imposed upon the Issuer, or the breach thereof, shall constitute an indebtedness or liability of the Commonwealth or any political subdivision of the Commonwealth or any public corporation or governmental agency existing under the laws thereof, including the Issuer, within the meaning of any provision of the Constitution of the Commonwealth or any statutory limitation or shall constitute or give rise to a pecuniary liability of the Commonwealth or any political subdivision of the Commonwealth or any public corporation or governmental agency existing under the laws thereof, including the Issuer, or a charge against its general credit or taxing power, if any. The covenants, agreements, obligations, and liabilities of the Issuer set forth in this Loan Agreement are payable solely from the Trust Estate.

[Signature page to follow]

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SIGNATURE PAGE TO LOAN AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be executed in their respective names by their respective duly authorized officers, as of the day and year first above written.

KENTUCKY BOND DEVELOPMENT CORPORATION

By: _____
Chair

Attest:

By: _____
Secretary

COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C.

By: Collegiate Housing Foundation, doing business in Kentucky as Collegiate Housing Foundation, Inc., its sole member

By: _____
William B. Givhan,
President

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EXHIBIT A
TO
LOAN AGREEMENT

DESCRIPTION OF THE EQUIPMENT

All machinery, equipment, furniture, furnishings, and any other articles of tangible personal property of every kind and nature whatsoever owned by the Borrower now or hereafter located at, in, upon, or under the Property described in Exhibit B hereto, excluding, however, machinery, equipment, furniture, furnishings, and other articles of tangible personal property located at, in, upon, or under the Property described in Exhibit B hereto which is owned by residents of the Series 2026 Project located on the Property.

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EXHIBIT B
TO
LOAN AGREEMENT

DESCRIPTION OF THE PROPERTY SUBJECT TO A LEASEHOLD INTEREST

The Series 2026 Project will be on the following land described as follows:

[Insert]

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EXHIBIT C
TO
LOAN AGREEMENT

FORM OF SERIES 2026[A/B] NOTE

This Promissory Note has not been registered under the Securities Act of 1933. The transferability hereof is restricted by the Indenture identified in the Assignment endorsed hereon.

This Series 2026[A/B] Note is subject to all the terms and conditions of the Loan Agreement (the "Loan Agreement") dated as of [FIRST DAY OF MONTH OF CLOSING], between the Issuer (as defined herein) and the Borrower (as defined herein), including, the provisions of Section 10.06 thereof.

COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C. SERIES 2026[A/B]
PROMISSORY NOTE
(LIMITED RECOURSE)

[Combined Principal Amount] [Date Of Closing]

For Value Received, the undersigned, Collegiate Housing Foundation – Bowling Green, L.L.C. (together with its successors and assigns, the "Borrower"), a single member non-profit limited liability company organized and existing under the laws of the State of Alabama, hereby promises to pay to the order of the Kentucky Bond Development Corporation (the "Issuer"), a nonprofit corporation organized and existing under the laws of the Commonwealth of Kentucky, including Sections 273.161 through 273.390, inclusive, and Section 58.180 of the Kentucky Revised Statutes, together with its successors and assigns, the principal sum of [Combined Principal Amount] and to pay interest from the date of issuance of this Series 2026[A/B] Note on the unpaid principal amount of this Series 2026[A/B] Note, such principal and interest to be paid at the times, in the amounts and at the interest rates hereinafter provided.

This Series 2026[A/B] Note evidences the Borrower's indebtedness to the Issuer under the Loan Agreement pursuant to which the Issuer has issued its Student Housing Revenue Bonds, City of Plum Springs [Taxable] Series 2026[A/B] (Collegiate Housing Foundation – Bowling Green, L.L.C. – Western Kentucky University Project), in the aggregate principal amount of [PRINCIPAL AMOUNT] (the "Series 2026[A/B]Bonds"), and has loaned the proceeds thereof to the Borrower to pay, and to apply such proceeds to, the costs and expenses incurred in connection with the acquisition, construction, furnishing, and equipping of an approximately [____]-unit, [____]-bed student housing facility (the "Series 2026 Project") and other costs, as described in the Loan Agreement. In order to provide a source of payment for and to secure the Series 2026[A/B] Bonds, the Issuer has pledged and assigned to Wilmington Trust, National Association, as Trustee (the "Trustee") under a Trust Indenture (the "Indenture") dated as of [May 1, 2026], by and between the Issuer and the Trustee its rights in and to this Series 2026[A/B] Note and the Loan Agreement (except for certain Unassigned Rights as such term is defined in the Loan Agreement) and accordingly, all interest and principal payments due hereunder shall be paid in lawful money of the United States of America to the Trustee at [____], Minneapolis, Minnesota, Attention: Corporate Trust Department,

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as the assignee and holder of this Series 2026[A/B] Note, or at such other place as the Trustee or other holder of this Series 2026[A/B] Note may designate in writing to the Issuer and the Borrower.

The Borrower shall pay or cause to be paid the principal of and premium, if any, and interest on this Series 2026[A/B] Note at such times and in such amounts that will permit the Issuer to make timely payments of the principal of and premium, if any, and interest on the Series 2026[A/B] Bonds.

Interest on this Series 2026[A/B] Note shall be computed and shall be payable on the same terms and conditions as the interest on the Series 2026[A/B] Bonds, and all of the terms and provisions of the Series 2026[A/B] Bonds pertaining thereto are incorporated by reference herein.

In any case where the date of maturity of interest on or principal of this Series 2026[A/B] Note or the date fixed for prepayment or redemption of this Series 2026[A/B] Note shall be on a day that is not a Business Day (as defined in the Loan Agreement), then payment of principal, premium, if any, or interest need not be made on such date but may be made on the immediately succeeding Business Day (as defined in the Loan Agreement) with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

The Borrower shall also pay to the Trustee any and all other sums that the Issuer is obligated to pay to the Trustee under the terms and provisions of the Indenture or the Loan Agreement.

This Series 2026[A/B] Note is subject to prepayment or redemption in the same manner as the Series 2026[A/B] Bonds, and all of the terms and provisions of the Series 2026[A/B] Bonds pertaining thereto are incorporated by reference herein.

Upon the occurrence of any Event of Default (as defined in the Loan Agreement) the entire unpaid balance of the principal and accrued interest on this Series 2026[A/B] Note shall, at the option of a Majority of the Bondholders, as provided in the Indenture, become immediately due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

This Series 2026[A/B] Note is subject to all of the terms and conditions of the Loan Agreement, which are hereby incorporated herein, with the same effect as if the Loan Agreement were fully set forth herein. Reference is hereby made to the Loan Agreement and the Indenture, executed counterparts of which are on file with the Issuer, the Borrower, and the Trustee, for a description of the security for the Series 2026[A/B] Note, the rights and obligations of the Borrower and the Issuer in connection with the Series 2026 Project and the loan made to finance the acquisition, construction, furnishing, and equipping of the Series 2026 Project, and other matters affecting the indebtedness evidenced by this Series 2026[A/B] Note.

The Borrower and any endorsers hereof severally waive presentment, demand, protest, and notice (other than notices provided for in the Loan Agreement or as required by law).

This Series 2026[A/B] Note is issued with the intent that the laws of the Commonwealth of Kentucky shall govern its construction.

[Signature page to follow]

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SIGNATURE PAGE TO SERIES[A/B] NOTE

IN WITNESS WHEREOF, the Borrower has caused this Series 2026[A/B] Note to be duly executed on its behalf as of the date above.

COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C.

By: Collegiate Housing Foundation, doing business in Kentucky as Collegiate Housing Foundation, Inc., its sole member

By: _____
William B. Givhan,
President

[Continued on the following page]

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ENDORSEMENT

For Value Received, the Kentucky Bond Development Corporation (the "Issuer"), hereby irrevocably assigns and transfers the foregoing Series 2026[A/B] Note to the order of Wilmington Trust, National Association, Minneapolis, Minnesota (the "Trustee"), as Trustee under a Trust Indenture (the "Indenture") dated as of [May 1, 2026], between the Issuer and the Trustee, without recourse or warranty, except warranty of good title and warranty that the Issuer has not assigned the foregoing Series 2026[A/B] Note to a person other than the Trustee. The Issuer hereby directs the maker of the Series 2026[A/B] Note, Collegiate Housing Foundation – Bowling Green, L.L.C., to make all payments with respect to principal of and premium, if any, and interest on the Series 2026[A/B] Note and all other payments required thereby directly to the order of the Trustee, for the account of the Issuer, at the Trustee's principal corporate trust office in Minneapolis, Minnesota, or such other place as the Trustee, or its successor in trust, may designate in writing.

IN WITNESS WHEREOF, the Issuer has caused this Endorsement to be executed in its name and on its behalf by its duly authorized officers as of the day and year first above written.

KENTUCKY BOND DEVELOPMENT CORPORATION

By: _____
Chair

Attest:

By: _____
Secretary

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[Continued on the following page]

ACKNOWLEDGMENT OF ASSIGNMENT

The undersigned hereby acknowledges and agrees to the aforesaid assignment of the Series 2026[A/B] Note by the Kentucky Bond Development Corporation to Wilmington Trust, National Association, as Trustee.

Dated this [Closing Date].

COLLEGIATE HOUSING FOUNDATION – BOWLING GREEN, L.L.C.

By: Collegiate Housing Foundation, doing business in Kentucky as Collegiate Housing Foundation, Inc., its sole member

By: _____
William B. Givhan,
President

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EXHIBIT D
TO
LOAN AGREEMENT

SCHEDULED PAYMENTS TO THE REPAIR AND REPLACEMENT FUND

[Insert]

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Execution Version

PHASE 1 PRE-DEVELOPMENT AGREEMENT

BY AND BETWEEN

WESTERN KENTUCKY UNIVERSITY

AND

GILBANE DEVELOPMENT COMPANY

DATED AS OF DECEMBER 22, 2025

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Exhibit A – Definitions

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PHASE 1 PRE-DEVELOPMENT AGREEMENT

This PHASE 1 PRE-DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of December 22, 2025 ("**Effective Date**") by and among **WESTERN KENTUCKY UNIVERSITY**, a public body corporate, and an educational institution and agency of the Commonwealth of Kentucky (the "**University**") and **GILBANE DEVELOPMENT COMPANY**, a Rhode Island corporation (the "**Developer**"). The University and the Developer shall sometimes collectively be referred to herein as the "**Parties**" and each as a "**Party**."

RECITALS

A. The University operates a public university on its main campus consisting of approximately 200 acres located at 1906 College Heights Boulevard, Bowling Green, Kentucky 42101 (the "**Campus**").

B. On June 10, 2025, the University issued its Request for Qualification WKU-10432 (the "**RFQ**") to development firms qualified to enter into a transaction with the University pursuant to which the University will grant a development partner certain interests in real property owned (or to be owned) by the University, and the development partner will undertake the financing, design, construction, leasing, management, and operation of one or more new student housing development(s) on the Campus and the renovation, management and operation of existing student housing on the Campus (the "**Facility Program**") to meet and serve the University's student housing demand.

C. The Developer and its partners submitted a responses to the RFQ (the "**RFQ Proposal**") which is incorporated by reference herein and is attached as **Exhibit B** (*RFQ Proposal*).

D. On October 3, 2025, the University identified the Developer as its preferred development partner for the Facility Program following a comprehensive RFQ evaluation and interview process conducted by the University.

E. The University desires to proceed at this time with the objectives of the Facility Program as described in the RFQ by entering into this Agreement to enable the Developer to engage in certain Pre-Development Activities in furtherance of determining the specific scope of facilities, improvements, sequence, processes, and services to be made a part of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:

1. **Definitions; Basic Agreement; Project; Project Site**.

(a) Definitions. All capitalized terms used in this Agreement, but not expressly defined in this Agreement, have the respective meanings set forth in **Exhibit A** (*Definitions*).

(b) Basic Agreement.

(i) The University hereby appoints and engages the Developer as the exclusive developer with respect to the Pre-Development Activities and the Work during the Term, and the Developer hereby accepts such appointment and engagement, under the terms, and subject to the conditions, of this Agreement.

(ii) The Developer hereby agrees to perform diligently the Pre-Development Activities in accordance with the terms, and subject to the conditions, of: (i) this Agreement, (ii) applicable

Law, (iii) the Standard of Care and (iv) the University Guidelines. The Developer further agrees to apply commercially reasonable business practices in the performance of its duties hereunder.

(iii) The Parties agree that they are proceeding with the undertakings set forth in this Agreement based upon the development, operations, management and maintenance of the Project in accordance with the RFQ Proposal and the Project Terms set forth in **Exhibit C** (*Project Terms*). The University recognizes that the Developer would not be undertaking the activities and costs under this Agreement without the agreement by the Parties on the Project Terms and the incorporation of those Project Terms into a definitive written document.

(c) Project. The University desires the Developer to: (i) develop 1,036 beds of student housing located in one or more facilities to be designed and thereafter constructed on the Project Site, and thereafter operate and maintain such facilities (the "**New Construction Project**"); (ii) renovate, operate, maintain and demolish, as applicable, and as the Parties may hereafter agree, certain other existing student housing facilities on the Campus (the "**Existing Project**" and, together with the New Construction Project, the "**Project**"); and (iii) evaluate potential opportunities related to the University's on-campus energy system (the "**Energy Project**"), all of which will be more fully determined as part of the Pre-Development Activities.

(d) Project Site. The New Construction Project shall be constructed on land located at Freshman Village that is a part of the Campus and the Existing Project shall be renovated, operated and maintained, each as more fully described in **Exhibit D** (*Project Site*) (the "**Project Site**").

2. **Pre-Development Proposal; Pre-Development Activities**.

(a) The Developer generally shall manage, arrange, supervise, and coordinate the Pre-Development Activities, in a good and workmanlike manner, applying commercially reasonable business practices. The Developer shall cooperate with the University and act in good faith.

(b) The Developer acknowledges that the University has set forth a targeted occupancy date for the New Construction Project of May 31, 2028 (the "**Project Occupancy Deadline Goal**"), as the same may be extended due to a Force Majeure Event, University Delay or otherwise mutually amended by the Parties. The Parties agree that the aforementioned Project Occupancy Deadline Goal is a nonbinding progress goal, however, in the Turn-Key Development Agreement to be executed at Financial Closing, the Developer will commit to substantially completing the Project pursuant to the terms and conditions of the Turn-Key Development Agreement. The Developer and the University agree to reasonably and timely cooperate with one another in good faith in connection with the facilitation and performance of the Pre-Development Activities to achieve the Financial Closing Deadline and the Project Occupancy Deadline Goal.

(c) To achieve the Financial Closing Deadline and the Project Occupancy Deadline Goal, the Developer shall perform the Pre-Development Activities and provide the University with a proposal (the "**Pre-Development Proposal**") on or before March 31, 2026 (the "**Pre-Development Proposal Deadline**"), as the same may extended due to a Force Majeure Event, University Delay or otherwise mutually amended by the Parties. The Pre-Development Proposal shall contain the final design and construction pricing for the New Construction Project, the final development schedule for the New Construction Project, the final Financial Model and any other deliverables necessary for the University to make a decision whether or not to undertake the Project.

(d) The Parties agree that the following non-exclusive list of activities may need to be performed by Developer prior to Financial Closing (collectively, the "**Pre-Development Activities**"), such Pre-Development Activities to include:

(i) periodic visits to the Project Site, attendance at meetings with representatives of the University and attendance at necessary meetings, hearings and other proceedings with governmental authorities;

(ii) the preparation and evaluation of plans, profiles, preliminary drawings, conceptual designs, schematic designs, preliminary specifications, preliminary performance requirements, design development and construction documents for the New Construction Project and the renovation of the Existing Project (collectively, the "**Plans**"), and the evaluation of design and development alternatives, including any necessary coordination with the University and the University's advisor review process; provided, however, that all Plans shall be subject to review and written approval by the University per the terms and conditions of this Agreement;

(iii) finalizing the Plans (including final and complete specifications and performance requirements) for the Project based upon any budget, policy, procedural, and programmatic requirements of the University, Project Site constraints determined by the assessment of the Project Site, including any necessary coordination with the University;

(iv) an assessment of the Project Site;

(v) preparation of a detailed development and delivery schedule for inclusion within certain of the Project Agreements, reflecting sequencing of the design, development, and construction of the New Construction Project and the renovation of the Existing Project, including any mutually agreeable milestones, review times, hold points and financing-related events;

(vi) the generation, review and evaluation of alternatives for structuring the financing for the Project;

(vii) pro forma analysis related to the development, design, construction, renovation, demolition, financing, operation and maintenance, as applicable, and as the Parties may hereafter agree, of the Project;

(viii) obtaining and maintaining all approvals (including governmental approvals), permits, licenses (including individual professional licenses), and other authorizations necessary for the development and construction of the New Construction Project and the renovation included in the Existing Project, including any necessary and/or required coordination, support and cooperation by and with the University;

(ix) preliminary design and construction pricing for the New Construction Project based upon actual site conditions determined via the Project Site assessment, refined Plans, and the ultimate delivery schedule for the Project;

(x) preliminary renovation and related construction pricing (including demolition pricing, where applicable) based upon actual site conditions determined via the Project Site assessment, refined Plans, and the ultimate delivery schedule for the Project;

(xi) the preparation of a final budget, milestone and high-level schedule, setting forth a mutually agreeable final cost and milestone dates for delivery of the entire Project;

(xii) coordinating drafts of all necessary financing documents and other documents related to Financial Closing, which documents may include a trust indenture, loan agreement, mortgage and any other security documents and collateral documents (collectively, the "**Financing Documents**");

(xiii) preparing plans for the operation, maintenance, and management of the Existing Project, including, without limitation, recruitment, interviews and training of property management staff;

(xiv) preparing, maintaining and updating as necessary the Financial Model;

(xv) negotiating, reviewing, commenting and finalizing the Project Agreements, and other requirements required to reach Financial Closing;

(xvi) outreach with various stakeholders, including the City of Bowling Green, Kentucky;

(xvii) assisting the University to prepare various submittals including specifically those required for submission to, and in connection with the preparations for meetings with and review by, the Capital Projects and Bond Oversight Committee, a committee of the Kentucky General Assembly (the "**Oversight Committee**"); and

(xviii) performing such other acts as the University may reasonably request consistent with the Pre-Development Budget and standard industry Pre-Development Activities provided in connection with projects of similar size and scope or as may be required under Commonwealth law.

(e) The Developer shall regularly keep the University informed in writing as to progress of all Pre-Development Activities and provide the University with all information reasonably necessary to make Project-related decisions. The Developer shall coordinate regular progress meetings with the University and attendees identified by the University no less than once every two weeks.

(f) During the Term, University shall not negotiate with any party other than the Developer with respect to the development of the Project.

3. **Pre-Development Expenses, Budget and Schedule**

(a) Pre-Development Expenses.

(i) Except as otherwise expressly provided in this Agreement, the Developer shall bear and pay for the costs and expenses incurred by or on behalf of the Developer in performing the Pre-Development Activities, including all Pre-Development Expenses. The Developer plans to expend in good faith monies to engage third parties and to allocate internal resources in furtherance of the pre-development of the Project. Such expenditures anticipated to be expended in furtherance of the pre-development of the Project are specifically described in the Pre-Development Budget.

(ii) The Parties agree that the Pre-Development Activities to be provided by or on behalf of the Developer shall be performed directly by the Developer or by third parties engaged by the Developer and that all actual third-party costs paid or incurred by the Developer in connection with the Pre-Development Activities shall be borne and paid by the Developer, subject to the express obligations of the University under this Agreement.

(iii) For purposes of this Agreement, "**Pre-Development Expenses**" shall mean bona fide, documented, reasonable out-of-pocket expenses actually incurred by the Developer, consistent with the Pre-Development Budget, for (i) fees and reimbursables payable to third-parties which are approved by the University, (ii) fees, deposits, reimbursables and other sums required to be paid to governmental authorities in connection with applications and proceedings for approvals associated with the design and development of the Project, (iii) fees, costs, charges and

reimbursables for or associated with the preparation or revision of the Plans, and (iv) the Developer's other direct costs associated with the Project and as expressly identified and set forth on the Pre-Development Budget, as may be amended. In no event shall Pre-Development Expenses include any costs or expenses incurred in connection with preparing the RFQ Proposal, entertainment expenses, or any general overhead (including costs of rents, utility expenses, office furnishings and equipment or other non-Project-specific costs and expenses for the conduct of the Developer's business operations and locations).

(iv) Pre-Development Expenses may not include any item not expressly identified on the Pre-Development Budget, as may be amended, it being agreed that Pre-Development Expenses are only those expenses that directly advance Pre-Development Activities.

(v) As of the Effective Date, the Developer has incurred and will continue to incur, in good faith, Pre-Development Expenses in furtherance of the development of the Project as specifically described in the Pre-Development Budget.

(vi) During the Term, in no event shall the Developer purchase any materials, nor incur any hard costs without the express written consent of the University.

(b) Pre-Development Budget.

(i) The University authorizes the Developer to engage in and/or cause third parties to perform the Pre-Development in accordance with the pre-development budget attached as **Exhibit E** (*Pre-Development Budget*) (the "**Pre-Development Budget**") which in no event shall exceed the Pre-Development Cost Cap. Any Pre-Development Expenses incurred by the Developer in excess of the Pre-Development Cost Cap will be borne by the Developer and will not be reimbursed pursuant to the terms of this Agreement except as otherwise mutually agreed upon by the Parties.

(ii) The Pre-Development Budget may be amended, modified and/or supplemented from time to time with the University's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The Developer shall have the right to re-allocate amounts contained in particular line items within the Pre-Development Budget to and from other line items within such Pre-Development Budget, provided, however, that re-allocations within the applicable sub-groups of the Pre-Development Budget may not exceed, in the aggregate a ten percent (10%) increase or decrease adjustment in such sub-groups without the prior written consent of the University.

(iii) The Developer shall submit to the University a report on or prior to the 15th day of each month commencing the first month after the Effective Date, (i) written updates to the total Pre-Development Expenses incurred and anticipated to be incurred (in gross terms and as compared to the Pre-Development Budget); and (ii) appropriate documentation evidencing the incurrence of each of the Pre-Development Expenses, in the form of copies of invoices, receipts, vouchers or the like, in such form and containing such information required by the University's financial policies and as is reasonably necessary in order for the Developer and University to determine that such items constitute Pre-Development Expenses incurred in accordance with the terms and conditions of this Agreement.

(iv) Notwithstanding anything to the contrary contained in this Agreement, the University's liability for the Pre-Development Expenses, whether due to any earlier termination of this Agreement or otherwise, shall not in any event exceed the Pre-Development Cost Cap, except as otherwise mutually agreed upon by the Parties.

(v) At any time during the Term, the University may, upon reasonable prior written notice to the Developer, review the books and accounts of the Developer related exclusively to the Project.

(c) Pre-Development Schedule. Prior to entering into this Agreement, the Parties have agreed upon a preliminary development schedule for the Pre-Development Activities (such schedule, as amended or modified from time to time, is referred to herein as the "**Pre-Development Schedule**"). . The Developer may update the Pre-Development Schedule and submit the same to the University for approval in the University's reasonable discretion The Developer will perform the Pre-Development Activities in accordance with the Pre-Development Schedule.

4. **Development Fee**.

(a) The Developer acknowledges that the Project Agreements will provide for the payment of a development fee to the Developer in an amount equal to 3.25% of the total development cost for the New Construction Project and the renovation of the Existing Project as established in the approved development budget for the New Construction Project and the renovation of the Existing Project, as such development cost for the New Construction Project and the renovation of the Existing Project may be amended by the Project Agreements (the "**Development Fee**"), which Development Fee shall not exceed $5,225,000. By executing this Agreement, the University has not agreed to pay the Development Fee.

(b) While the Turn-Key Development Agreement will definitively set forth the amount of the Development Fee and terms and conditions upon which the Development Fee will be paid, the Developer agrees that the Project Agreements will provide that the Development Fee is to be paid by CHF as follows: (i) fifty percent (50%) of the Development Fee shall be earned for services rendered prior to the Financial Closing and shall be paid to the Developer at the Financial Closing; and (ii) the remainder of the Development Fee shall be paid to the Developer on a monthly basis in accordance with the monthly progress payments process for the Work of the Project as more fully set forth in the Project Agreements. If the Financial Closing does not occur, the Parties agree that the Development Fee shall not be paid to the Developer.

5. **Access to Project Site; Insurance**.

(a) Access to Project Site.

(i) The University hereby grants to Developer, Developer's general contractor or construction manager for the Project ("**Contractor**"), Developer's architects and engineers designing the Project (collectively, the "**Architect**"), Developer's affiliated property management company, and their respective affiliates, engineers, consultants, advisors, agents, and other subcontractors (together with the Contractor and the Architect, the "**Permitted Persons**"), a non-exclusive license to travel on, over and across such portions of the Project Site as is necessary to access the Project Site, for the purpose of performing the Pre-Development Activities, along with the incidental right of ingress and egress over and across other adjoining property owned by the University to and from the Project Site; provided, however, that any such ingress and egress shall occur via the shortest path reasonably possible to access the Project Site. All access granted by this Section 5 (*Access to Project Site; Insurance*) shall be pursuant to the terms and conditions of this Section 5 (*Access to Project Site; Insurance*).

(ii) As condition precedent to any entry by the Developer and or any Permitted Persons upon the Project Site, the Developer shall furnish to the University and receive the University's written approval of a written request for such entry not less than 48 hours prior to the proposed entry, which request shall include, at a minimum: (i) a summary of the activities to be performed;

(ii) the specific portions of the Campus to be impacted and the nature of such impacts; (iii) a list of any Developer or Permitted Persons which shall be present on the Project Site; and (iv) any other information pertinent to the University's assessment of such request.

(iii) In conducting the Pre-Development Activities, the Developer, and the Permitted Persons shall not unreasonably interfere with the University's uses of the Project Site. The Developer hereby acknowledges that University reserves the right to grant to other parties rights of use to the Project Site; provided, however, the University shall provide the Developer with prior written notice of any other parties the University grants the right to use the Project Site.

(iv) In the event this Agreement expires by its terms, is terminated pursuant to the terms hereof or is otherwise determined to be of no further force or effect, the Developer shall restore the Project Site to substantially the same condition in which the Project Site was found before the Pre-Development Activities were undertaken.

(v) The Developer agrees that its exercise of the rights granted under this Section 5 (*Access to Project Site; Insurance*) are subject to the "AS IS" condition of the Project Site, including all defects latent and patent. The University makes no representation or warranty, express or implied or arising by operation of Law, including any warranty of condition, habitability, merchantability, or fitness for a particular purpose in connection with the Project Site.

(vi) The Developer hereby also acknowledges that the aforementioned license does not, nor shall be deemed to, convey any estate or ownership interest in the Project or the Project Site nor any public way or any part of the Campus not within the Project Site, nor any right to exclusive possession thereof. For avoidance of doubt, the aforementioned license does not create, nor shall be construed to create, any landlord-tenant, lessor-lessee of real property, optionor-optionee, vendor-purchaser, mortgagor-mortgagee, or similar relationship sounding in real property between the University and the Developer as to the Project Site, nor any similar relationship sounding in personal property between University and the Developer as to the Project.

(vii) The Permitted Persons shall be responsible for payment of parking permits/fees relating to access to the Project Site. The Permitted Persons shall not perform or cause to be performed any invasive testing on the Project Site without the University's prior approval of the scope of work, which approval shall not be unreasonably withheld.

(b) Insurance.

(i) At all times during the continuance of this Agreement, including, but not limited to, prior to any entry by the Developer or any Permitted Person upon the Project Site, the Developer shall obtain and maintain, and shall cause each Permitted Person to obtain and maintain the following insurance coverages:

(A) Commercial General Liability Insurance providing coverage for bodily injury, property damage, personal injury and contractual liability with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate with the general aggregate limit applicable.

(B) Business Automobile Liability Insurance providing coverage for bodily injury and property damage for all owned (if any), leased, hired or non-owned vehicles with a minimum limit of $1,000,000 combined single limit.

(C) Umbrella/Excess Liability Insurance with a minimum limit of $4,000,000 per occurrence/aggregate excess of the above-required insurances.

(D) Workers Compensation and Employer's Liability Insurance with statutory workers compensation coverage and minimum employers liability limits of $1,000,000 per accident or disease.

(ii) The Developer shall, at its own expense, procure and maintain insurance policies in each instance written by an insurer that is authorized to do business in the Commonwealth, of recognized financial standing and rated A-/VIII or better by A.M. Best, and otherwise acceptable to the University.

(iii) The University and the University Indemnified Parties shall be included as additional insureds under the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies denoted above on a primary and non-contributory basis.

(iv) The Developer hereby agrees to waive subrogation against the University and the University Indemnified Parties to the extent covered by any of the insurance policies required above. Such insurance policies shall be endorsed so that the insurers also agree to provide a waiver of subrogation against the University and the University Indemnified Parties.

(v) To the extent that any subcontractors or subconsultants are visiting the site on behalf of the Developer, the Developer agrees that each such subcontractor or subconsultant shall procure and maintain appropriate insurance coverages and shall ensure that all such insurance policies comply with the requirements of 5.(i), 5.(iii) and 5.(iv) above.

(vi) Each insurance policy required above shall be endorsed to provide at least thirty (30) days' notice of cancellation (10 days for non-payment) will be given to the University prior to cancellation by the insurance company.

(vii) At the time of execution of this Agreement, Developer shall endeavor to provide the University with a certificate of insurance evidencing the above-noted insurance coverages and other requirements herein at least seven (7) days prior to the expiration of any of the required insurance policies. Developer shall provide the University with an updated renewal certificate of insurance.

(viii) If at any time during the Term any requirement of this Section 5(b) (*Insurance*) is not satisfied, the University may in its sole discretion require that the Developer suspend the Pre-Development Activities and suspend the rights of the Developer to access the Project Site.

6. **Role of the University during the Pre-Development Process**.

(a) Upon receipt of the Pre-Development Proposal, the University will review the various elements of the Pre-Development Proposal and provide any questions or comments related to the Pre-Development Proposal to the Developer within fifteen (15) Business Days of receipt of the Pre-Development Proposal. Within thirty (30) Business Days of receipt of the Pre-Development Proposal, the University will inform the Developer in writing whether or not the University would like to proceed with the Project, in the University's sole discretion.

(b) Prior to the Financial Closing, the University agrees to reasonably cooperate with the Developer, in the following activities:

(i) assistance in working with the Developer and applicable regulatory bodies to secure, but not being responsible for securing, all land entitlements and zoning required to develop the Project, if necessary;

(ii) participation in design review of the Project to ensure that the Project is not inconsistent with the University's goals or standards; and

(iii) participation in market demand studies for the Project.

7. **Term; Project Agreements; Financial Closing.**

(a) Term. The "**Term**" of this Agreement shall become effective as of the Effective Date and shall continue in full force and effect and terminate until the earliest to occur of: (i) the Financial Closing, (ii) termination of this Agreement pursuant to Section 8 (*Termination*); or (iii) the Financial Closing Deadline.

(b) Project Agreements.

(i) As part of the Pre-Development Activities, the Parties will negotiate the terms of the following (collectively, the "**Project Agreements**"): (A) a ground lease agreement between the University, as owner and a wholly-controlled affiliate of Collegiate Housing Foundation, as tenant (Collegiate Housing Foundation, together with its affiliate, "**CHF**") (the "**Ground Lease**"); (B) a turn-key development agreement between the Developer (or an affiliate of the Developer) and CHF to design, development and construction of the New Construction Project and the renovation of the Existing Project (the "**Turn-Key Development Agreement**"); (C) one or more management agreements between the Developer (or an affiliate of the Developer) and CHF to manage, operate and maintain the New Construction Project and the Existing Project (the "**Management Agreement**"); and (D) various agreements between the University and CHF regarding performance by the University of certain services including, but not limited to: residence life, security, utilities and information technology services (the "**Services Agreement**").

(ii) The Project Agreements shall incorporate the Project Terms and those non-conflicting provisions of the RFQ, the RFQ Proposal and the Pre-Development Proposal as refined into final form.

(iii) Any negotiations of any Project Agreement shall be undertaken in good faith by the Parties. Notwithstanding anything to the contrary contained in this Agreement, nothing shall be construed to obligate either Party to enter into any Project Agreements; nor shall anything contained in this Agreement be construed to obligate the University to continue with the pre-development phase of the Project, or to implement and construct the Project.

(iv) The Developer acknowledges and agrees that the University's execution of any Project Agreement shall be contingent in all respects on the prior written approval thereof of the Oversight Committee.

(c) Financial Closing.

(i) After receipt of the Pre-Development Proposal, if the University determines in its sole discretion to proceed with the Project, the Parties will work together in good faith and with due diligence to have all of the relevant parties to the Project Agreements and the Financing Documents to execute and deliver the Project Agreements and the Financing Documents, respectively, and to reach close on the financing for the Project (the "**Financial Closing**").

(ii) The Parties agree to work in good faith to achieve Financial Closing by June 1, 2026 unless the University informs the Developer during the Term that the University has not received legislative approval to achieve Financial Closing prior to July 1, 2026, in which case such date shall be extended to July 1, 2027 (as such date may be extended due to a Force Majeure Event,

University Delay or otherwise amended by mutual agreement of the Parties, the "**Financial Closing Deadline**").

(iii) The Developer agrees that at the Financial Closing it will execute and deliver to the University an investment grade Project guaranty and a combination of one or more performance bonds, liquid financial instruments and cash retainage for completion of the Project in form satisfactory to the Parties, pursuant to which the Developer (or an affiliate thereof) will guaranty Project completion on-time and on-budget as such development budget and Project timeline may be agreed upon by the Parties and set forth in the Project Agreements. The form of the Project Agreements' payment and performance bonds, liquid financial instruments, form of any guaranty(ies), and identity of the guarantor(s), each as referenced in the proceeding sentence, shall be subject to the University approval in its sole discretion.

(iv) The Developer shall use commercially reasonable efforts to furnish the University with substantially final Financing Documents for review and acceptance no later than 45 days prior to its intended Financial Closing date. Except as otherwise agreed to by the University in its sole discretion, in no event will any interest of the University in the Project be encumbered by or serve as security under any Financing Documents, nor will the University have any liability under the Financing Documents.

(d) Financial Model.

(i) The Developer has developed a preliminary Project financial model, which model is consistent with the RFQ Proposal (except as otherwise approved by the University in its reasonable discretion) and intended to encompass among other things all revenues, operating expenses, financing expenses, debt service, payments to the University, and net cash flow for the Project (as updated from time to time in accordance with this Agreement, the "**Financial Model**").

(ii) During the Term, the Developer shall provide to the University updates to the Financial Model (including, but not limited to, any revisions/changes to actual or anticipated Pre-Development Expenses, and anticipated building sizes, unit-mixes, rental rates, operating expenses, sequencing, and design or construction costs) at regular milestones during the period between the Effective Date and the anticipated Financial Closing date.

(iii) Notwithstanding or in limitation of the foregoing requirement, (A) the Developer shall promptly notify the University of any material change to the Financial Model, and (B) the Developer shall submit to the University a final projected Financial Model at least forty-five (45) days prior to the execution of the Project Agreements.

8. **Termination**.

This Agreement may be terminated as a result of the occurrence of any one of the following events.

(a) The University may terminate this Agreement in the event of a material breach of this Agreement by the Developer, after the Developer's failure to cure such material breach within thirty (30) days following the date the Developer receives written notice thereof from the University or for such longer period as may be reasonably necessary to cure such failure up to a maximum on ninety (90) days. Such breaches include:

(i) any representation or warranty made by the Developer hereunder is false or misleading in any material respect on the date made and has a material adverse effect upon the Project or the University;

(ii) the Developer fails, and such failure is not due in part to any action or inaction of the University, to deliver a Pre-Development Proposal by the Pre-Development Proposal Deadline;

(iii) the Developer fails to comply with, perform or observe any undertaking, obligation, covenant, agreement, term or condition in this Agreement;

(iv) the gross negligence or willful misconduct of the Developer in its performance of its obligations hereunder; or

(v) the insolvency of the Developer.

Developer acknowledges and agrees that any breach under Section 8(a)(i) with respect to warranties of disclosure of under Section 14(b)(vi) or to comply with those statutes during the Term, as listed in Section 16(o) are material and shall, in addition to constituting grounds for termination under this Section 8, be grounds for disqualification of the Developer from eligibility for future state contracts for a period of two years.

(b) The Developer may terminate this Agreement in the event of a breach of this Agreement by the University, after the University's failure to cure such breach (if reasonably capable of cure) within thirty (30) days of receipt of written notice of such breach. Such breaches include:

(i) any representation or warranty made by the University hereunder is false or misleading in any material respect on the date made and has a material adverse effect upon the Developer's rights hereunder; or

(ii) the University fails to comply with, perform or observe any undertaking, obligation, covenant, agreement, term or condition in this Agreement; or

(iii) the gross negligence or willful misconduct of the University in its performance of its obligations hereunder.

(c) Except as otherwise set forth in Section 8(d) below, the University or Developer may terminate this Agreement if Financial Closing is not achieved by the Financial Closing Deadline for reasons outside the reasonable control of the Developer.

(d) If, after ongoing good faith negotiations between the Parties, the Parties are unable to agree on final Project Agreements necessary to reach the Financial Closing by the Financial Closing Deadline, the Parties shall mutually agree in writing to terminate this Agreement.

(e) The University or Developer may terminate this Agreement if Financial Closing is not achieved by the Financial Closing Deadline because the University has failed to receive legislative approval of the Project.

(f) The University may unilaterally terminate this Agreement for its convenience at any time during the Term (a "**Termination for Convenience**"), upon no less than thirty (30) days' prior written notice to the Developer, which notice shall set forth the effective date of such termination. Upon receipt by the Developer of such termination notice, the Developer shall discontinue all services with respect to this Agreement.

9. **Payment of Pre-Development Expenses**.

(a) The Pre-Development Expenses incurred by the Developer are to be reimbursed to the Developer at the Financial Closing with proceeds of the Project financing; provided, however, that

(i) if the University exercises its Termination for Convenience rights under Section 8(f) or if Developer terminates this Agreement pursuant to Section 8(b) (material breach by the University), or either Party terminates this Agreement pursuant to Section 8(e), then the University shall reimburse the Developer in an amount equal to one hundred percent (100%) of all of the actual Pre-Development Expenses incurred by Developer as of the date of termination for the items set forth in the Pre-Development Budget, which reimbursement shall in no event exceed the Pre-Development Cost Cap;

(ii) if this Agreement is terminated pursuant to either Section 8(c) (failure to close by the Financial Closing Deadline) or Section 8(d) (failure to agree on Project Agreements prior to Financial Closing Deadline), then the University shall reimburse the Developer in an amount equal to fifty percent (50%) of the actual Pre-Development Expenses incurred by Developer as of the date of termination for the items set forth in the Pre-Development Budget; and

(iii) if the University terminates this Agreement pursuant to Section 8(a) (breach by Developer), then the University shall not be obligated to pay any amount of Pre-Development Expenses to the Developer.

(b) The Parties acknowledge and agree that the payment set forth in subsection (a) shall constitute Developer's sole reimbursement for any Pre-Development Expenses incurred up until Financial Closing and compensation for performance of the Pre-Development Activities.

(c) In the event the University is required to reimburse the Developer for any Pre-Development Expenses as described above, the Developer shall submit itemized invoices (and supporting documentation) for such Pre-Development Expenses to the University. The University shall review such invoices (and supporting documentation) within thirty (30) days of such submission and shall pay the Developer for such Pre-Development Expenses within ninety (90) days of the Developer's submission.

10. **Work Product**.

(a) The Developer shall provide to the University copies of all written reports, studies, analyses, surveys, designs, plans, drawings and other written, graphic and three-dimensional work product prepared by or on behalf of the Developer by third parties (excluding Developer's attorneys) as part of the Pre-Development Activities for the Project (collectively, "**Work Product**"). All Work Product (other than any Work Product that is delivered with respect to the Energy Project) shall be and remain the property of Developer until (i) Financial Closing, in which event the Work Product shall be transferred to the University upon the reimbursement of Pre-Development Expenses pursuant to Section 9 (*Payment of Pre-Development Expenses*) or (ii) this Agreement terminates, and the University purchases such Work Product pursuant to the following provisions. The University shall not disclose any Work Product unless the University fully reimburses Developer for the cost of such Work Product.

(b) Upon termination of this Agreement, the University may elect to purchase the Work Product for a price equal to the Pre-Development Expenses owed to Developer as set forth in Section 9(a) (*Payment of Pre-Development Expenses*) up through the date of termination, and any amounts paid by the University pursuant to Section 9(a) (*Payment of Pre-Development Expenses*) shall be fully credited to the University toward the purchase of such Work Product. In the event the University elects to purchase the Work Product, the Developer shall transfer, assign and convey to the University (or its nominee or designee) any and all of its right, title and interest in and to the Work Product produced by the Developer and any third-party professional service providers who were engaged by the Developer in its native form, free and clear of all liens, and the Developer shall cause the Work Product to be addressed to the University, with the University having the right to rely upon, to the same extent as the Developer, such Work Product. The

Developer shall require all third-party professional service providers who provided any Work Produce to name the University as a third-party beneficiary for such Work Product.

11. **Compliance; Invoicing**.

The Developer agrees to the following·

(a) With respect to the Project, provide a single point of managerial-level contact for the University: (i) to coordinate all requirements; (ii) to be the point of contact for any problems/questions that may arise; (iii) meet periodically with personnel of CHF and the University upon reasonable notice; (iv) to research information; and (v) to deliver special reports as reasonably needed or directed by CHF or the University.

Developer's Single Point Contact Person:

Name:	Geoff Eisenacher
Title:	Vice President - Development
Address:	7 Jackson Walkway Providence, RI 02903
Email:	geisenacher@gilbaneco.com
Phone:	(919) 425-1283

(b) Comply with all applicable federal, Commonwealth and local governmental laws, ordinances, regulations, in all material respects with respect to its performance of its obligations under this Agreement.

(c) Treat as a single point of contact for the University, including for the submitting of all invoices for reimbursements pursuant to Section 9 (*Payment of Pre-Development Expenses*):

Name:	Andrea Anderson
Title:	General Counsel
Address:	Western Kentucky University Wetherby Administration Building, Suite 101 Bowling Green, KY 42101
Email:	andrea.anderson@wku.edu
Phone:	(270) 745-5398

12. **Confidentiality**.

(a) If the Developer considers any written or oral information concerning the Project that is delivered to the University from or on behalf of the Developer, including any Work Product, to be confidential, then the Developer shall mark such information as confidential (the "**Developer Confidential Information**"). The Developer Confidential Information will be used by the University, and each of their respective officers, representatives, agents, advisors, employees or legal counsel (collectively, the "**University Representatives**") solely for the purpose of advancing efforts to achieve the Financial Closing (the "**Purpose**"). Subject to the Open Records Act and other applicable Law, the University agrees to keep in confidence and to prevent the disclosure to third-parties of any Developer Confidential Information unless the Developer provides its prior written consent; provided that, any such Developer Confidential Information may be disclosed to the University Representatives to the extent necessary to advance the Purpose.

(b) If the University considers any written or oral information concerning the Project that is delivered to the Developer from or on behalf of the University, including any Work Product, to be

confidential, then the University shall mark such information as confidential (the "**University Confidential Information**"). The University Confidential Information will be used by the Developer, and its officers, representatives, agents, advisors, employees or legal counsel (collectively, the "**Developer Representatives**") solely for the Purpose. Subject to the Open Records Act and other applicable Law, the Developer agrees to keep in confidence and to prevent the disclosure to third-parties of any University Confidential Information unless the University provides its prior written consent; provided that, any such University Confidential Information may be disclosed to Developer Representatives to the extent necessary to advance the Purpose.

(c) The Parties agree to not disclose any information related to the Project or discuss the Project with the media or any third-parties without the express written consent of the other Party.

(d) Kentucky Open Records Act.

(i) Notwithstanding anything to the contrary in this Agreement, the Developer acknowledges and agrees that all submittals, records, documents, drawings, plans, specifications, other materials, and other Books and Records in the possession of the University, including materials submitted by Developer to the University, are subject to the provisions of the Kentucky Open Records Act, KRS 61.870 to .884, inclusive (the "**Open Records Act**"). For avoidance of doubt, Books and Records received by the University or any other Commonwealth agency or entity during a financial audit or program review shall be subject to the Open Records Act.

(ii) If the Developer believes information or materials submitted to the University are presume excepted from disclosure, under KRS 61.878, then the Developer shall be solely responsible for designating, such information or materials as and how prescribed under applicable Law.

(iii) Nothing contained in this Section 12(c) (*Confidentiality*) shall modify or amend requirements and obligations imposed on the University by the Open Records Act or other applicable Law, and the provisions thereof shall control in the event of a conflict between the procedures described above and the applicable Law.

(iv) If the University receives a request for public disclosure of materials marked as excepted from disclosure under KRS 61.878, then the University will use reasonable efforts to notify the Developer of the request and give the Developer an opportunity to assert, in writing and at its sole expense, the claimed exception thereunder within the time period specified in the notice issued by the University and as may be allowed under the Open Records Act. Under no circumstances, however, will the University be responsible or liable to the Developer for the disclosure of any such labeled materials, whether the disclosure is required by applicable Law or court order, or occurs through inadvertence, mistake or negligence on the part of the University or any of its directors, office-holders, partners, officers, agents, representatives, consultants, attorneys, contractors, and employees, and successors and assigns.

(v) If any proceeding or litigation concerning the disclosure of any material submitted by the Developer to the University, then the sole involvement of the University will be as stakeholders retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the Developer shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the University reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as they deem necessary or desirable. The Developer shall pay and reimburse the University within thirty (30) days after receipt of written demand and reasonable

supporting documentation for all costs and fees, including attorneys' fees and costs, the University incur in connection with any litigation, proceeding or request for disclosure.

(vi) Notwithstanding the foregoing, Books and Records and other prequalification information confidentially disclosed as part of the RFQ process shall not be deemed as directly pertinent to this Agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

13. **Indemnification**.

The Developer shall indemnify and hold harmless the University and the directors, office-holders, partners, officers, agents, representatives, consultants, attorneys, contractors, and employees, and successors and assigns, of each of them (the "**University Indemnified Parties**") from and against any and all liability, damage, loss, cost, and expense (including, but not limited to, court cost and reasonable attorney's fees) of any nature, including for personal injury (including death) or property damage to the extent that such liability, damage, loss, cost or expense is caused by or is attributable to the performance of the Pre-Development Activities on the Project Site or the entry of Permitted Persons onto the Project Site, except to the extent caused by the gross negligence or willful misconduct of the University Indemnified Parties.

14. **Representations and Warranties**.

(a) University Representations and Warranties. The University, as of the Effective Date, hereby represents and warrants to the Developer as follows:

(i) The University is a public body corporate, and an educational institution and agency of the Commonwealth.

(ii) The University has the power and authority to enter into this Agreement and to perform all acts and to execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

(iii) The University has duly authorized and approved the execution and delivery of this Agreement and the performance by the University of its obligations contained in this Agreement.

(iv) This Agreement has been duly executed and delivered by the University and constitutes a valid and legally binding obligation of the University, enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

(b) Developer Representations and Warranties. The Developer, as of the Effective Date, hereby represents and warrants to the University as follows:

(i) The Developer is a corporation, created under the laws of the State of Rhode Island, is qualified to conduct business in the Commonwealth, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and perform each and all of its obligations under this Agreement.

(ii) The Developer has the power and authority to enter into this Agreement and to perform all acts and to execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

(iii) The Developer has duly authorized and approved the execution and delivery of this Agreement and the performance by the Developer of its obligations contained in this Agreement.

(iv) This Agreement has been duly executed and delivered by the Developer, the signatory for the Developer has been duly authorized to execute this Agreement on behalf of the Developer, and constitutes a valid and legally binding obligation of the Developer, enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

(v) To its knowledge, the Developer is in material compliance with all Laws applicable to the Developer or its activities in connection with this Agreement.

(vi) The Developer has revealed and disclosed to the University any final determination of a violation by the Developer within the previous five-year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Developer or the Developer's contractors or subcontractors.

(vii) The Developer, through its authorized signatory, swears under penalty of perjury that neither the Developer nor any of its offering employees have violated any provision of the campaign finance laws of the Commonwealth and that the award of the Agreement will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this paragraph, "knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

(viii) The Developer shall have (A) provided certification of authority to conduct business in the Commonwealth and (2) registered with the Commonwealth Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139 in accordance with KRS 45A.067(2) and have provided evidence as to each to the University.

15. **Dispute Resolution**.

(a) General.

(i) The University and the Developer will attempt to resolve any Disputes arising out of this Agreement at the Project level through good faith negotiations between the Authorized Representatives.

(ii) Any of the time periods specified in this Section 15 (*Dispute Resolution*) may be extended by mutual written agreement of the Parties.

(iii) In any case where sole discretion is specified with respect to the University's consent or decision, such consent or decision will not be subject to the dispute resolution procedures set forth herein.

(b) Steering Committee.

(i) If the Dispute cannot be resolved at the Project level in accordance with subsection (a) within ten (10) days following notice of a Dispute, then either Party will have the right to submit the Dispute to the Steering Committee for resolution. The Steering Committee will convene a meeting within ten (10) days after receipt of written notification by either Party of any unresolved

Dispute. After the meeting has convened, the Steering Committee will have seven (7) days to resolve the Dispute.

(ii) The Steering Committee will be comprised of two (2) representatives of the Developer and two representatives of the University, none of which may be either Party's Authorized Representative. The University may invite other employees or agents of the University to attend any Steering Committee meeting, however any such additional participants shall not be entitled to make any determinations on issues before the Steering Committee.

(iii) In any case where sole discretion is specified with respect to the University's consent or decision, such consent or decision will not be subject to the dispute resolution procedures set forth herein.

(c) Mediation.

(i) If the Steering Committee has not resolved the Dispute pursuant to subsection (b), then following such process, either Party may request non-binding mediation of the Dispute or any other form of alternative dispute resolution process that is mutually acceptable to both Parties.

(ii) If the Dispute has not been resolved within sixty (60) days after the initiation of mediation proceedings or, if both Parties do not agree to mediation or another form of alternative dispute resolution process, then either Party will have the right to proceed to litigation.

(d) Conduct During Pendency of Dispute.

(i) Notwithstanding anything to the contrary, no Party to this Agreement will be required to await the resolution of dispute proceedings regarding the reasons for terminating this Agreement before exercising such Party's termination rights.

(ii) Pending final resolution of any Dispute (except a Dispute regarding the cause for terminating this Agreement), the Parties will continue to fulfill their respective obligations under this Agreement.

(e) Costs of Dispute Resolution. Each Party will bear its own attorneys' fees and costs in any Dispute or litigation arising out of or pertaining to this Agreement, and no Party will seek or accept an award of attorneys' fees or costs, except as otherwise expressly provided herein. The fees and costs of any mediator will be borne equally by each Party.

16. **Miscellaneous**.

(a) Survival. The Parties agree that the provisions of Section 12 (*Confidentiality*) and Section 13 (*Indemnification*) of this Agreement shall survive any termination of this Agreement.

(b) Entire Agreement. This Agreement including all attached exhibits shall constitute the entire agreement between the Parties related to the subject matter hereof and shall supersede all previous agreements, written or oral related to the subject matter hereof. No modification or waiver of any provision shall be valid unless in writing and signed by both Parties.

(c) Governing Law; Venue. This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the Commonwealth of Kentucky (the "**Commonwealth**"). The Parties consent to jurisdiction in the Franklin Circuit Court, in accordance with KRS 45A.245.

(d) Severability. In the event any portion of this Agreement is found to be invalid or unenforceable for any reason, the remainder of the Agreement shall remain intact. That portion deemed invalid shall be amended in writing to the minimum extent necessary to be considered valid and enforceable. Any Party's failure to enforce provisions of this Agreement in whole or in part will not negate the Agreement or the enforcement of provisions at a future time.

(e) Assignment. The University may assign this Agreement only to an entity or enterprise directly or indirectly under the control of the University. The Developer may not assign this Agreement without prior written consent of the University in its reasonable discretion.

(f) Examination of Records.

(i) The Developer shall keep and maintain in the Commonwealth of Kentucky, at a place identified to the University, all Books and Records in accordance with this Agreement .

(ii) The Developer shall make all Books and Records available for review, by or on behalf of the University at all times during normal business hours and without charge. This obligation, for avoidance of doubt, includes making all such Books and Records available to the Commonwealth's Finance and Administration Cabinet, the Auditor of Public Accounts, the Legislative Research Commission, and any of their duly authorized representatives, for purposes of financial audit or program review.

(iii) The Developer warrants that it shall use good faith efforts (i) to ensure the completeness and accuracy in all material respects of all Books and Records and all information it or its agents provides in connection with any University or Commonwealth review, and (b) to cause all subcontractors to warrant the same.

(iv) Nothing in this subsection shall in any way limit the constitutional and statutory powers, duties and rights of Commonwealth agencies or elected Commonwealth officials, including any University official, in carrying out his or her legal authority.

(g) Independent Parties; Independent Contractor.

(i) The Parties hereto are acting herein as independent parties. Nothing herein contained shall create or be construed as creating a partnership or joint venture relationship among two or more of the Parties and no Party shall have the authority to bind any other Party in any respect.

(ii) The Developer shall perform the Developer's duties and obligations hereunder as an independent contractor and not as an employee.

(iii) Neither the Developer nor any agent or employee of the Developer shall be deemed to be an agent or employee of the Commonwealth or the University. The Developer shall not have authorization, express or implied, to bind the Commonwealth to any agreement, liability, or understanding, except as expressly set forth herein.

(iv) The Developer and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the Commonwealth, and the Commonwealth shall not pay for or otherwise provide such coverage for the Developer or any of its agents or employees.

(h) Non-Discrimination, Equal Employment Opportunity.

(i) Developer agrees that Developer, any contractor or subcontractor, and any person acting on behalf of Developer, any contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability, military status, national origin, or ancestry against any citizen of the Commonwealth in the employment of any person qualified and available to perform the Pre-Development Activities. Developer further agrees that Developer, any contractor or subcontractor, and any person acting on behalf of Developer, any contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Pre-Development Activities on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

(ii) Developer shall comply with and is subject to the Kentucky Equal Employment Act of 1978 (KRS 45.550 et seq.).

(i) Force Majeure. If a Party is unable to perform any part of its obligations under this Agreement by reason of a force majeure, the Party will be excused from its obligations, to the extent that its performance is temporarily prevented by a Force Majeure Event, for the duration of the Force Majeure Event. To the extent commercially feasible, the Party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Agreement.

(j) No Personal Interest. No personnel of Developer who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the Pre-Development Activities shall, prior to the completion of the Pre-Development Activities, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the Pre-Development Activities. Any such person who acquires an incompatible or conflicting personal interest on or after the Effective Date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the University in writing. Thereafter, he or she shall not participate in any action affecting the Work, unless the University shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(k) Replacement of CHF. The Parties acknowledge and agree that in the course of negotiating the Project Agreements, the Parties may determine that it is appropriate that an entity other than CHF, agreed to by the University and Developer (said other entity being referred to herein as "**New Project Company**"), lease the Project Site from the University, perform the obligations and enter into and fill the role of CHF under the Project Agreements.

(l) No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and the rights of action relating thereto, shall be strictly reserved to the Parties and nothing contained herein shall give or allow any claim or right of action by any other or third person.

(m) Order of Precedence. In the event of any conflict, ambiguity or inconsistency between or among this Agreement and the Exhibits attached hereto, as each may be amended from time to time, the order of precedence for purposes of resolving shall be as follows:

(i) duly-executed amendments or other documented changes, executed by both Parties, to the body of this Agreement (including **Exhibit A** (*Definitions*) and **Exhibit D** (*Project Site*));

(ii) the body of this Agreement, including **Exhibit A** (*Definitions*) and **Exhibit D** (*Project Site*);

(iii) duly-executed amendments or other documented changes, executed by both Parties, to **Exhibit E** (*Pre-Development Budget*);

(iv) **Exhibit E** (*Pre-Development Budget*);

(v) duly-executed amendments or other documented changes, executed by both Parties, to **Exhibit F** (*Pre-Development Schedule*);

(vi) **Exhibit F** (*Pre-Development Schedule*); and

(vii) **Exhibit B** (*RFQ Proposal*).

(n) Sovereign Immunity. Liability for claims for injuries to persons or property arising from the negligence of the Commonwealth, its departments, agencies, boards, commissions, committees, offices, employees, and officials shall be controlled and limited by the provisions of the Kentucky Revised Statutes, including, without limitation, KRS 49.060. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in such statutes.

(o) Certain Violations of Commonwealth Law. Developer shall comply with, and remain in compliance with, the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to apply to the Developer or the Developer's contractors or subcontractors for the Term.

(p) Taxes. Developer shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Developer shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the Commonwealth, and (iii) be solely responsible for its acts and those of its employees and agents.

(q) Counterparts. The Parties hereto may execute this Agreement in one or more counterparts (including by facsimile or .pdf signature), and all such counterparts shall be construed together and constitute one and the same instrument. The delivery of an executed counterpart of this instrument by electronic delivery, consistent with KRS 369.101-.139, will be deemed to be valid delivery thereof.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

UNIVERSITY:

WESTERN KENTUCKY UNIVERSITY, a public body corporate, and an educational institution and agency of the Commonwealth of Kentucky

By:_____
Name: Susan Howarth
Title: Executive Vice President for Strategy, Operations and Finance

DEVELOPER:

GILBANE DEVELOPMENT COMPANY, a Rhode Island corporation

By:_____
Name: Russell W. Broderick
Title: Executive Vice President

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

UNIVERSITY:

WESTERN KENTUCKY UNIVERSITY, a public body corporate, and an educational institution and agency of the Commonwealth of Kentucky

By:_____
Name:
Title:

DEVELOPER:

GILBANE DEVELOPMENT COMPANY, a Rhode Island corporation

By:
Name: Russell W. Broderick
Title: Executive Vice President

EXHIBIT A

DEFINITIONS

"Agreement" has the meaning given in the Preamble to this Agreement.

"Architect" has the meaning given in Section 5(a) (*Access to Project Site*).

"Authorized Representative" means the individuals listed as the single point of contact for each of the Developer and the University pursuant to Section 11 (*Compliance; Invoicing*).

"Books and Records" means any books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement or otherwise relate to the Project.

"Business Days" means a calendar day on which the University is open for business operations.

"Campus" has the meaning given in the Recitals to this Agreement.

"CHF" means the Collegiate Housing Foundation.

"Commonwealth" has the meaning given in Section 16(c) (*Governing Law; Venue*).

"Contractor" has the meaning given in Section 5(a) (*Access to Project Site*).

"Developer" has the meaning given in the Preamble to this Agreement.

"Developer Confidential Information" has the meaning given in Section 12(a) (*Confidentiality*).

"Developer Representatives" has the meaning given in Section 12(b) (*Confidentiality*).

"Development Agreement" has the meaning given in Section 7(b) (*Project Agreements*).

"Development Fee" has the meaning given in Section 4(a) (*Development Fee*).

"Dispute" means any dispute between the Parties concerning their respective rights and obligations under this Agreement.

"Effective Date" has the meaning given in the Preamble to this Agreement.

"Existing Project" has the meaning given in Section 1(c) (*Project*).

"Facility Program" has the meaning given in the Recitals to this Agreement.

"Financial Closing" has the meaning given in Section 7(c)(i) (*Financial Closing*).

"Financial Closing Deadline" has the meaning given in Section 7(c)(ii) (*Financial Closing Deadline*).

"Financial Model" has the meaning given in Section 7(d)(i) (*Financial Closing*).

"Financing Documents" has the meaning given in Section 2(d)(xii) (*Pre-Development Proposal; Pre-Development Activities*).

"Force Majeure Event" means a prevention, delay or stoppage of a Party's performance of its obligations under this Agreement which arises as a result of the following events (provided such event does not arise out of the fault, negligence or misconduct of the Party affected by the delay): (a) acts of God, acts of the public enemy, acts of war or terrorism, order of a governmental authority of jurisdiction that prohibits the

Developer from performing the Work, fires, floods, earthquakes, natural disasters, civil commotion, or pandemics, epidemics, and quarantine restrictions not existing as of the Effective Date; (b) unreasonable or unjustified delay, based on the dates set forth in the Pre-Development Schedule, in obtaining or otherwise maintaining once issued, a necessary Project-related governmental approval or permit from any governmental entity; and (c) other like events.

"Ground Lease" has the meaning given in Section 7(b) (*Project Agreements*).

"KRS" means Kentucky Revised Statutes.

"Law" or "Laws" means (a) any constitution, statute, law, code, regulation, ordinance, rule or common law, (b) any binding judgment (other than regarding any Dispute), (c) any binding judicial or administrative order or decree (other than regarding any Dispute), or (d) any written directive or other governmental restriction (including those resulting from the initiative or referendum process, but excluding those by the University within the scope of its administration of this Agreement), in each case which is applicable to the Work or to either Party or an affiliated person, whether taking effect before or after the Effective Date. For avoidance of doubt, "Laws" include laws applicable to discrimination and unfair employment practices.

"Management Agreement" has the meaning given in Section 7(b) (*Project Agreements*).

"New Construction Project" has the meaning given in Section 1(c) (*Project*).

"New Project Company" has the meaning given in Section 16(k) (*Miscellaneous*).

"Open Records Act" has the meaning given in Section 12(d)(i) (*Kentucky Open Records Act*).

"Oversight Committee" has the meaning given in Section 2(d)(xvii) (*Pre-Development Proposal; Pre-Development Activities*).

"Party" and "Parties" has the meaning given in the Preamble to this Agreement.

"Permitted Persons" has the meaning given in Section 5(a) (*Access to Project Site*).

"Plans" has the meaning given in Section 2(d)(ii) (*Pre-Development Proposal; Pre-Development*).

"Pre-Development Activities" has the meaning given in Section 2(d) (*Pre-Development Proposal; Pre-Development*).

"Pre-Development Budget" has the meaning given in Section 3(b)(i) (*Pre-Development Budget*).

"Pre-Development Cost Cap" means $6,275,000.

"Pre-Development Expenses" has the meaning given in Section 3(a)(iii) (*Pre-Development Expenses*).

"Pre-Development Proposal" has the meaning given in Section 2(c) (*Pre-Development Proposal; Pre-Development Activities*).

"Pre-Development Proposal Deadline" has the meaning given in Section 2(c) (*Pre-Development Proposal; Pre-Development Activities*).

"Pre-Development Schedule" has the meaning given in Section 3(c) (*Pre-Development Schedule*).

"Project" has the meaning given in Section 1(c) (*Project*).

"Project Agreements" has the meaning given in Section 7(b)(i) (*Project Agreements*).

"Project Occupancy Deadline Goal" has the meaning given in Section 2(b) (*Pre-Development Proposal; Pre-Development Activities*).

"Project Site" has the meaning given in Section 1(d) (*Project Site*).

"Project Terms" means those terms designated as "Project Terms" in **Exhibit C** (*Project Terms*).

"Purpose" has the meaning given in Section 12(a) (*Confidentiality*).

"RFQ" has the meaning given in the Recitals to this Agreement.

"RFQ Proposal" has the meaning given in the Recitals to this Agreement.

"Services Agreement" has the meaning given in Section 7(b)(i) (*Project Agreements*).

"Standard of Care" means a manner at least equal to the standard of care, exercise of professional skill and judgment, and quality of services rendered by companies performing the same or similar type services in connection with projects comparable to the Project for owners sufficiently similar in kind to the University, with Work pursued expeditiously and diligently in accordance with any milestones agreed upon by the Parties, and coordinated as necessary with the University and other governmental entities with jurisdiction. The "Standard of Care" shall require the Developer use commercially reasonable efforts to mitigate delays and damages, and otherwise perform the Work so as to ensure that the Project satisfies each of the purposes, objectives, functions, uses, and requirements set forth in this Agreement.

"Steering Committee" means the steering committee described in Section 15(b) (*Steering Committee*).

"Term" has the meaning given in Section 7(a) (*Term*).

"Termination for Convenience" has the meaning given in Section 8(e) (*Termination*).

"University" has the meaning given in the Preamble to this Agreement.

"University Confidential Information" has the meaning given in Section 12(b) (*Confidentiality*).

"University Delay" means any delay to the Pre-Development Schedule to the extent caused by the University (excluding delays consistent with the established timeframes for the University to conduct reviews and/or grant or deny discretionary approvals), including without limitation as a result of the University's failure to comply with the terms of this Agreement.

"University Guidelines" means the design and other guidelines provided by the University to the Developer during the Term.

"University Indemnified Parties" has the meaning given in Section 13 (*Indemnification*).

"University Representatives" has the meaning given in Section 12(a) (*Confidentiality*).

"Work" means the obligations of the Developer under this Agreement.

"Work Product" has the meaning given in Section 10(a) (*Work Product*).

EXHIBIT B

RFQ PROPOSAL

Proposal

WKU-10432

Housing Public-Private Partnership (P3)

Western Kentucky University
Bowling Green, KY

September 12, 2025

One Capital City Plaza, 3350 Peachtree Road, Atlanta, GA 30326 | 678-282-1300 | www.gilbaneco.com

Gilbane

12 September 2025

Procurement Services
Western Kentucky University
1906 College Heights Blvd
Bowling Green, KY 42101

40+ Gilbane P3 projects
totaling over **$4B+**

115,000+
student beds developed, designed, built by our team

Primary Contact

Geoff Eisenacher
Vice President
Gilbane
919.425.1283
geisenacher@gilbaneco.com

RE: Request for Proposal WKU-10432 for Housing Public-Private Partnership (P3)

Dear Selection Committee,

On behalf of Gilbane and our assembled team, we are pleased to submit our proposal for the Western Kentucky University (WKU) Student Housing P3. We recognize that this Project represents not only an opportunity to deliver new and modernized housing, but also a pivotal moment in WKU's long-term strategy to enhance recruitment, retention, and the overall student experience.

WKU is seeking a partner that can deliver by Fall 2028 while aligning with long-term institutional goals. Our team offers a fully integrated Design-Build-Finance-Operate-Maintain (DBFOM) platform—*one partner, one source of accountability, and one hand to shake* across every phase of the Project. This multi-phased program has been designed to achieve near-term housing goals while creating flexibility for future campus expansion and improvements. This model minimizes risk, accelerates delivery, and ensures WKU's housing system is delivered and maintained with transparency and certainty throughout the ground lease term.

We have assembled a team with unmatched experience in higher education housing and infrastructure: **Mackey Mitchell Architects, Broeren Russo, Element Design, Structural Design Group, Kerr-Greulich Engineers, RBC Capital Markets, Collegiate Housing Foundation, CenTrio, and Kennedy Kelly.** Collectively, this group brings decades of collaboration, deep Kentucky roots, and a national track record of hundreds of successful P3 projects valued at over $10 billion. Several of our partners—including Mackey Mitchell, Element, SDG, and Kerr-Greulich, and—have already delivered successful projects on WKU's campus or have worked together previously, ensuring a team dynamic built on familiarity, trust, and proven results.

Gilbane's recent successes at Eastern Michigan University, Purdue Fort Wayne, and the University of Idaho demonstrate our ability to deliver complex, multiphase programs under tight deadlines, keeping rents affordable while aligning housing supply with enrollment goals. These projects underscore the value of integrating design, construction, financing, operations, and energy infrastructure under a single development partner - exactly the model we propose for WKU.

Most importantly, our approach is aligned with WKU's mission to support student success. The University retains control of assignments, billing, marketing, and residential life programming, ensuring strategic alignment and continuity. Inwood Management is embedded to oversee daily operations, guided by clear KPIs, APPA Level 2 standards, and student satisfaction surveys. Our commitment is to deliver not just facilities, but a student experience that drives retention, recruitment, and institutional vitality.

Throughout this proposal, Gilbane has outlined our commitment not only to WKU and this Project, but to your students, their affordability, their access, and their broader experience. Unlike firms that focus solely on upfront project development and hand off operations, Gilbane remains your partner for the long term, integrating development, delivery, and operations to ensure sustained affordability, quality, and student success.

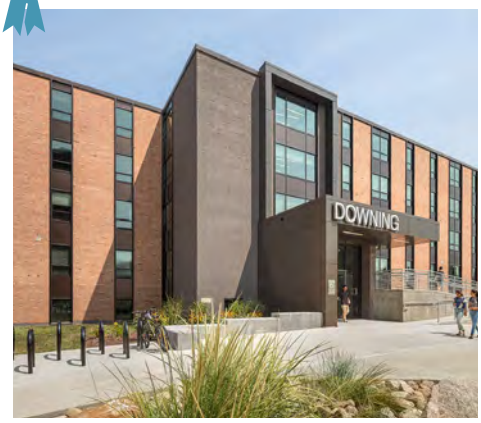
To further demonstrate our long-term, all-of-Gilbane commitment- and to ensure Gilbane is invested in WKU well beyond the delivery of a Project- *we are pleased to propose an endowed housing scholarship of $500,000 over the first 20 years of the Project. Administered by WKU, this fund would provide housing support to students in need as well as those who excel, allocating up to $25,000 annually to potentially assist more than 100 students each year.* We know too well that some students are a 'flat tire' away from leaving college, while others deserve meaningful recognition for achievement. This scholarship is designed to support both.

We are inspired by WKU's vision and eager to bring our expertise, resources, and long-term commitment to this initiative. Our goal is to partner with you to deliver a housing system that reflects WKU's character, advances affordability, and enriches campus life for generations of Hilltoppers!

Sincerely,

Russell Broderick
Executive Vice President
Gilbane Development Company

Student Housing Business Innovator Awards:



Eastern Michigan University,
Best Public/Private Financing Solution

TEMPO at University of Maryland,
Best Use of Green & Sustainable Construction & Development

257 Thayer at Brown University/RISD,
Best New Development Under 300 beds

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Appendix

Why Our Team is the Right Partner for Western Kentucky University

Western Kentucky University (WKU) has identified student housing as a strategic priority to support enrollment, retention, and long-term institutional growth. The Gilbane team is honored to submit this proposal to deliver a housing system that is **affordable, sustainable, student-centered, and aligned with WKU's vision**. Our team combines **national leadership in higher education development and operations** with deep Kentucky roots and decades of collaboration on complex P3 partnerships. Together, we offer WKU **one partner, one point of accountability, and one long-term commitment** across the entire project lifecycle.

Mission Alignment and Student Success

Housing is more than beds— it is a platform for student success, access, and campus vitality. Our proposal delivers modern, student-centered communities that reflect WKU's culture and enrollment goals. A shared governance structure ensures that WKU retains leadership over assignments, billing, marketing, and residential life programming, while daily operations are entrusted to Inwood, Gilbane's wholly owned facility management subsidiary. Inwood brings national expertise in campus housing operations, with a singular focus on creating safe, reliable, and welcoming environments that enable students to thrive.

To further demonstrate our long-term commitment to WKU students, *Gilbane will establish a $500,000 endowed housing scholarship over the first 20 years of the Project*. This scholarship, awarded annually, will support more than 100 students each year based on need and merit, ensuring that affordability extends beyond facilities into the lived student experience.

Affordable, Sustainable Financing

At the core of our proposal is a *proven, low-cost tax-exempt financing structure*, supported by the Collegiate Housing Foundation and RBC Capital Markets, delivering the *lowest cost of capital* while preserving WKU's balance sheet and credit rating. CenTrio, the nation's largest district energy provider, contributes unmatched expertise in sustainable utility infrastructure, ensuring lower operating costs, significant energy savings, and long-term reinvestment capacity. This model delivers *affordable rents for students, long-term reinvestment through reserves, and no additional capital burden on WKU*, while maintaining flexibility to adapt as institutional needs evolve.

Delivering the Right Housing for WKU

Our proposal is not simply about delivering beds; it is about creating a *modernized, holistic housing system* that strengthens student life, enhances WKU's competitive position, and *empowers the University to plan not just for today, but well into the future.*

- *Phase 1* delivers a new state-of-the-art first-year residence hall, opening in Fall 2028, purpose-built to support WKU's enrollment goals. The design features *modern suite-style layouts* to promote first-year engagement and success.
- The project includes *flexible community spaces*, study lounges, and student-centered amenities that promote academic success, wellness, and social connection.
- *Phased renewal of existing facilities* is integrated into the plan, ensuring that aging housing stock is addressed while maintaining affordability, minimizing disruption, and improving and enhancing a consistent student experience.
- All design solutions reflect WKU's character and campus identity—functional, sustainable, and aligned with the University's design standards.

This combination of new construction and strategic modernization delivers WKU a housing portfolio that is competitive today and adaptable for decades to come.

Proven Development and Delivery Expertise

Gilbane has delivered *more than 40 higher education P3 projects nationwide, totaling over $4.4 billion*, including recent success at Eastern Michigan University, Purdue Fort Wayne, and the University of Idaho. Mackey Mitchell adds national housing design expertise, Broeren Russo brings Kentucky-based design-build strength, and Element, Structural Design Group, and Kerr-Greulich contribute decades of campus engineering leadership. RBC Capital Markets, Collegiate Housing Foundation, CenTrio, and Kennedy Kelly round out a team with extensive P3, financing, utility, and legal experience. Together, our team offers WKU a *proven record of on-time, on-budget delivery with deep collaborative experience.*

Long-Term Operations and Stewardship in Partnership with WKU

The long-term success of this partnership will be measured not only by facilities, but how they are operated *with* WKU and how consistently students thrive in them. Our O&M approach includes dedicated lifecycle and reinvestment reserves funded by the Project, preventive maintenance programs that reduce deferred maintenance, and clearly defined KPIs, such as APPA Level 2 standards, work order responsiveness, and resident satisfaction, that directly tie to our compensation. Incentive fees are earned only when these benchmarks are met, ensuring accountability and continuous improvement. We also *commit to early staff onboarding and training to create a seamless transition from construction to operations.* This comprehensive approach protects WKU's assets, supports affordability, and delivers continuous improvement throughout the ground lease term.

Community and Economic Impact

The benefits of this partnership will extend well beyond campus. The project will *generate local jobs, engage Kentucky contractors and consultants, and drive significant economic impact across Bowling Green and the surrounding region*. Most importantly, it will deliver a modernized housing system that attracts and retains students, strengthens campus life, and advances WKU's mission.

Gilbane offers WKU an integrated DBFOM partner—developer, builder, financier, operator, and long-term asset manager—providing one hand to shake and full accountability across the entire project. Our integrated model reduces risk, accelerates delivery, and ensures WKU's housing system is delivered on time, on budget, and aligned with the University's mission. With Phase 1 opening in Fall 2028 and a long-term framework for renewal and growth, Gilbane ensures that WKU's housing will remain affordable, competitive, and student-centered for decades to come.

One Partner.

One Gilbane.

One long-term commitment to WKU.

Project Team Composition

Section 1

Project Team Composition

Our Firms, Your Team

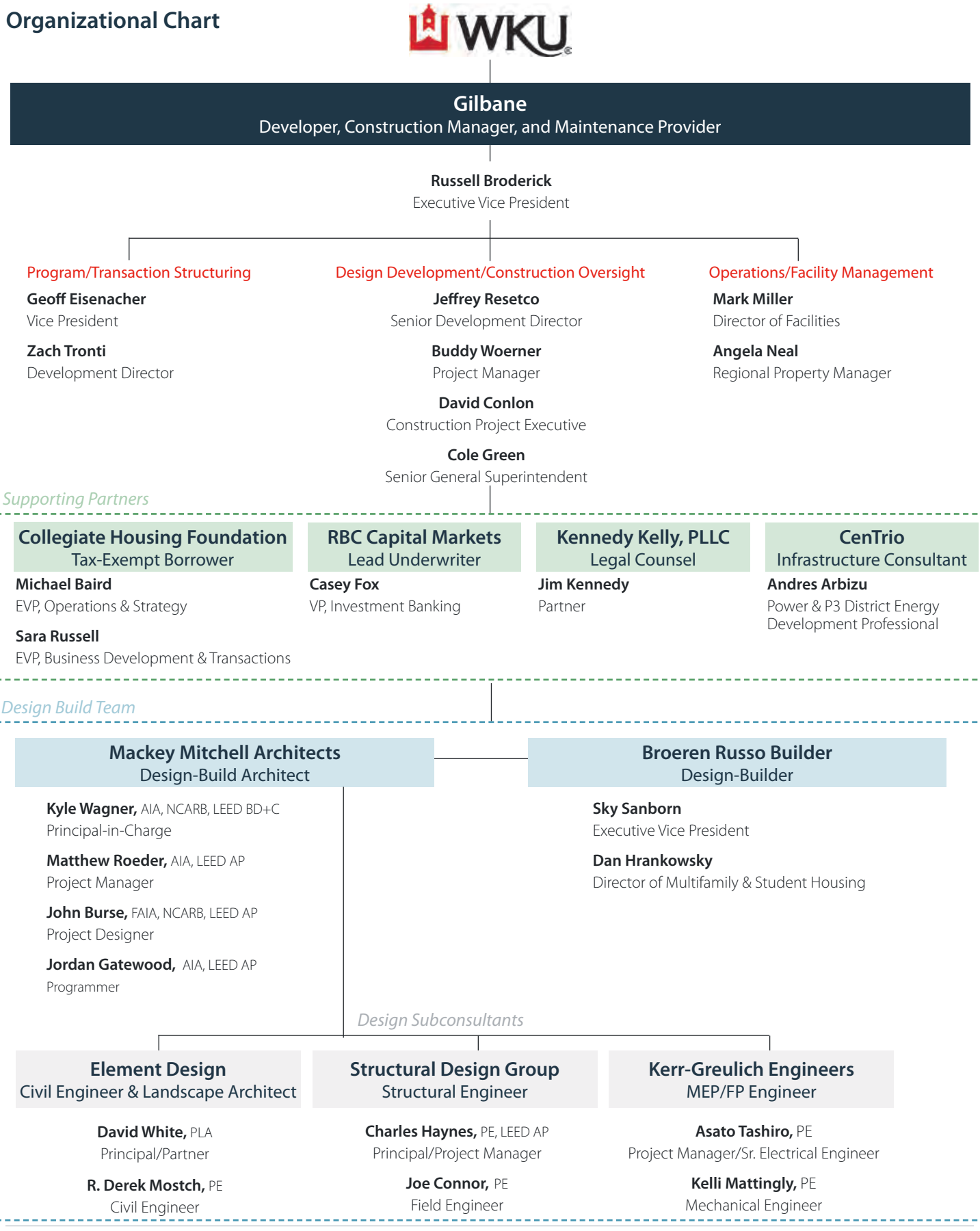
Delivering a successful project for Western Kentucky University (WKU) requires a team that combines deep technical expertise, proven experience in higher education, and a shared commitment to WKU's vision. **Gilbane** offers a fully integrated Design-Build-Finance-Operate-Maintain (DBFOM) model, combining national leadership in development, construction, and housing operations with specialized design and engineering partners familiar with WKU's campus and standards.

Our partners are not new collaborators. The long history of working together on complex P3 initiatives means this team operates with a deep understanding of each other's processes, communication, and accountability. Collectively, our firms bring over 50 years of P3 experience across higher education housing and infrastructure projects, ensuring WKU benefits from a team that knows how to deliver under the unique demands of this model.

Our team is strengthened by **Mackey Mitchell Architects** as design-build architect and **Broeren Russo** as design-builder, ensuring seamless collaboration and execution. Supporting disciplines include **Element Design** (civil/landscape), **Structural Design Group** (structural), and **Kerr-Greulich Engineers** (MEP/FP), each with decades of experience delivering complex campus projects on time and within budget.

On the financial side, the project is supported by **RBC Capital Markets** as underwriter and the **Collegiate Housing Foundation**, a nonprofit with more than 60 student housing partnerships nationwide and a 25+ year history of structuring long-term ownerhship models that preserve affordability and institutional flexibility. **CenTrio**, the nation's largest district energy provider, adds sustainable, cost-efficient infrastructure expertise through proven higher education utility concessions. Finally, **Kennedy Kelly, PLLC** serves as legal counsel, bringing higher education and Kentucky-based P3 experience, including legal services on three prior Gilbane P3s, to ensure agreements protect WKU's interests while enabling timely execution.

Organizational Chart



Team Member Involvement Throughout the Project

	2025		2026				2027				2028			
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Gilbane														
Russell Broderick	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Geoff Eisenacher	■	■	■	■	■	■	■	■	■	■	■	■	■	
Jeffrey Resetco	■	■	■	■	■	■	■	■	■	■	■	■	■	
Zach Tronti	■	■	■	■	■	■	■	■	■	■	■	■	■	
Buddy Woerner			■	■	■	■	■	■	■	■	■	■	■	
David Conlon					◆	◆	◆	◆	◆	◆	◆	◆	◆	
Cole Green					▢	▢	▢	▢	▢	▢	▢	▢	▢	
Mark Miller	◆	◆	◆	◆	◆	◆	◆	◆	▢	▢	■	■	■	
Angela Neal	◆	◆	◆	◆	◆	◆	◆	◆	▢	▢	■	■	■	
Mackey Mitchell Architects														
Kyle Wagner	▢	▢	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Matthew Roeder	■	■	■	■	■	■	■	■	■	■	■	■	■	
John Burse	■	■	■	■	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Jordan Gatewood	▢	▢	◆	◆										
Broeren Russo Builders														
Sky Sanborn	■	■	■	■	■	■	■	■	■	■	■	■	■	
Dan Hrankowsky	■	■	■	■	■	◆	◆	◆	◆	◆	◆	◆	◆	
Element Design														
David White	■	■	■	■	■	■	■	■	■	■	■	■	■	
R. Derek Motsch	■	■	■	■	■	■								
Structural Design Group														
Charles Haynes		■	■	■	■	■	■	■	■	■	■	■		
Joe Connor		■	■	■	■	■	■	■	■	■	■	■		
Kerr-Greulich Engineers														
Asato Tashiro	■	■	■	■	■	■	■	■	■	■	■	■	■	
Kelli Mattingly	■	■	■	■	■	■	■	■	■	■	■	■	■	

Primary points of accountability throughout Project

Legend:

■ Active Role

▢ Part-Time Oversight

◆ Advisory Role

Together, this team, led by Gilbane, offers WKU a single-source solution backed by national resources, local expertise, and a shared commitment to creating sustainable, student-focused environments. Our collaborative approach reduces risk, accelerates delivery, and ensures that every decision supports WKU's long-term goals for growth, operational efficiency, and student success.

Meet Your Team

Gilbane

Role: Developer / Construction Manager / Facility Maintenance & Operations Provider

Gilbane is one of the largest privately held, family-owned real estate development and construction firms in the industry. With over 155 years of experience, we bring a legacy of excellence, innovation, and integrity to every project. *As developer, builder, and facility manager, we provide a single-source approach that spans planning, financing, construction, operations, and long-term asset management, ensuring consistency, accountability, and efficiency throughout the project lifecycle.*

We combine local knowledge with national expertise to deliver complex projects effectively, establishing strong relationships with local subcontractors to navigate permitting and logistics. Our development team has successfully completed *over $11.8 billion in diverse projects*, including student housing, mixed-use, academic and administrative building, infrastructure upgrades, and athletic and arena venues. This portfolio *includes multi-phased programs that blend new construction with major renovations. In every case, Gilbane has never missed a delivery deadline or budget*, partnering with public, private, and nonprofit clients to deliver tailored solutions.

Our construction team is recognized as an industry leader, delivering innovative building solutions across sectors such as education, healthcare, commercial, government, and cultural institutions. *Gilbane is consistently ranked among the nation's top higher education builders,* a distinction driven by longstanding relationships and a strong record of repeat partnerships with universities across the country. Leveraging cutting-edge technology, sustainable practices, and a collaborative mindset, we deliver projects that align with our clients' long-term vision.

Our facility management team, Inwood Management, takes a student-centered approach to operations and maintenance, with particular expertise in public-private partnerships ("P3") for university housing.

From early planning through daily operations, our experienced teams work closely with institutional partners to create high-quality, seamless living environments that enhance student success and enrich campus life. We offer comprehensive services, from marketing and resident relations to custodial and maintenance operations, tailored to the unique needs of each campus.

Why This Matters for WKU:

Gilbane offers WKU a single-source partner with unmatched experience in higher education development, construction, and housing operations. Our **integrated DBFOM (Design-Build-Finance-Operate-Maintain) model ensures seamless coordination, faster delivery, and reduced cost and risk** throughout the project lifecycle. With experience on **more than 320 campuses, totaling over 985 communities across 45 states**, and decades of success delivering student housing and campus facilities through P3 partnerships, we understand the unique challenges and goals of universities. **Most importantly, WKU benefits from "one hand to shake"—a single partner providing full accountability for every aspect of the Project across the entire ground lease term.** Our proven ability to align with institutional standards, deliver sustainable solutions, and manage long-term operations positions Gilbane as the ideal partner to help WKU achieve its vision for growth, student success, and campus vitality.

> *"Immediately upon award, Gilbane and their entire Design Build and Development team expedited all necessary components of the design, permitting, entitlement and financing process, while collaborating and ensuring that campus and Purdue Fort Wayne stakeholders, remained at the table, critically involved and able to guide the many student focused decisions, that ensure a safe, quality and affordable residential experience for our students."*
>
> *- Glen Nakata, Vice Chancellor of Financial and Administrative Affairs, Purdue University Fort Wayne*

Eastern Michigan University On-Campus Student Housing

Inwood Management

Role: Facility Operations and Asset Management

Inwood Management, a subsidiary of Gilbane Development, provides comprehensive facility management and operations services for campus housing communities. We create safe, vibrant environments that enhance student well-being while ensuring operational excellence and compliance. Our services include full maintenance of housing assets, HVAC operations, capital improvement planning, work order and service contract management, budgeting, and staffing. We also offer marketing and promotional support to strengthen housing demand. Through a collaborative governance model, we partner with institutions to maintain control over the student experience while leveraging our proven operating platform. *Currently, Inwood and its affiliates manage 7 properties with 6,463 beds and are expanding to 7 additional properties totaling over 4,873 beds.*

Why This Matters for WKU:

As a **wholly-owned subsidiary of Gilbane Development, Inwood ensures seamless continuity between development and operations.** Our specialization in student housing operations brings a **resident-first approach** that prioritizes satisfaction, safety, and long-term asset performance. Integration with Gilbane enables **streamlined communication, efficient maintenance planning, and data-driven operational strategies**—all critical to WKU's goals for quality, affordability, and sustainability.

Octave Student Housing at University of Illinois Urbana-Champaign

Broeren Russo Builders, Inc. ("BRBI")

Role: Design-Builder

Broeren Russo Builders is a trusted general contracting and construction management firm with nearly 50 years of experience delivering high-quality projects across the Midwest and Southeast. Known for its integrity, collaborative approach, and commitment to community impact, BRBI has built a reputation for excellence in complex, large-scale developments.

BRBI has partnered with Gilbane on multiple award-winning student housing projects, including The Hive and Octave, demonstrating its ability to manage phased construction, meet aggressive schedules, and maintain strict quality and budget standards. Their portfolio includes amenity-rich housing tailored to the evolving needs of today's students, with a focus on durability, safety, and long-term value.

With deep experience in higher education construction, BRBI understands the unique demands of campus environments, from coordinating with university stakeholders to minimizing disruption during the academic year. Their hands-on leadership and proactive problem-solving ensure that every project is delivered with precision and care.

Why This Matters for WKU:

BRBI was selected for its r**egional expertise, strong local subcontractor network, and deep understanding of Kentucky's construction landscape.** Their hands-on approach and experience with student housing projects ensure WKU benefits from efficient delivery, high-quality construction, and a team that understands the unique needs of campus communities.

Mackey Mitchell Architects ("MMA")

Role: Design-Build Architect

Mackey Mitchell Architects is a nationally recognized firm specializing in human-centered, innovative design for higher education. *With experience spanning 52,000+ student housing beds and 85+ higher education clients*, MMA creates environments that foster community, wellness, and academic success. Their collaborative approach integrates sustainability, inclusivity, and functionality, ensuring spaces that support both student life and institutional goals. Notably, MMA has partnered with Gilbane on a transformative P3 housing project at Eastern Michigan University, delivering modern, affordable, and tech-enabled living environments on an aggressive timeline.

Why This Matters to WKU:

MMA was selected for its **deep expertise in student housing design and its proven ability to deliver large-scale, phased projects in partnership with Gilbane**. Their **prior success with WKU**, most notably the Downing Student Union renovation, demonstrates their understanding of the campus culture and commitment to creating spaces that enhance recruitment, retention, and student well-being. Their national reputation and innovative design philosophy ensure WKU's housing transformation will be both forward-thinking and contextually aligned with the university's vision.

Element Design

Role: Civil Engineer & Landscape Architect

Element Design specializes in site planning, design, and land development for public and private clients across Kentucky, Southern Indiana, and Tennessee. *Since 1995, Element has partnered with Western Kentucky University on more than 30 projects*, including the Hilltop Circulation Project, Centennial Mall, and numerous drainage and access improvements. Currently, Element is engaged in the design of the New Field House, College of Business, Cherry Hall Renovation, and New Academic Complex. Known for creative solutions to complex site challenges and expertise in navigating regulatory approvals, Element consistently delivers sustainable, compliant, and integrated designs that enhance campus environments.

Why This Matters for WKU:

Element brings over **25 years of experience working on WKU's campus**, providing unmatched familiarity with its development goals, standards, and culture. Their prior work on projects such as WKU's Downing Student Union and other campus infrastructure improvements demonstrates their ability to deliver designs that are both functional and reflective of WKU's campus character.

The University of Alabama, Tutwiler Hall

WKU, Centennial Mall

University of Kentucky, Campus-wide Housing Revitalization and Expansion

WKU, Downing University Center

Structural Design Group ("SDG")

Role: Structural Engineering

Structural Design Group is one of the Southeast's largest employee-owned structural engineering firms, with over 25 years of experience and nearly 50 professionals. SDG has completed *more than 500 projects across Kentucky—including multiple assignments on WKU's campus—and brings deep expertise in student housing and higher education facilities.*

SDG specializes in innovative, cost-effective structural solutions using steel, concrete, masonry, and wood systems. The firm leverages advanced modeling tools like BIM and maintain active involvement in national technical committees to stay at the forefront of design standards. SDG's collaborative approach ensures clear documentation, responsive construction support, and principal-level engagement throughout every phase of the project.

Why This Matters for WKU:

SDG was selected for their **extensive experience with higher education projects and a proven track record at WKU.** Their **prior collaborations with MMA** on projects at Mississippi State and Tennessee Tech demonstrate their ability to deliver structural solutions that balance efficiency, durability, and design intent. Their **familiarity with WKU's infrastructure and standards** ensures an informed, streamlined design process that supports the university's long-term goals.

Kerr-Greulich Engineers ("KGE")

Role: MEP/FP Engineering

Kerr-Greulich Engineers, Inc. is a full-service mechanical, electrical, plumbing, and fire protection (MEP/FP) consulting engineering firm serving public and private sector clients since 1983. KGE has *completed more than 50 projects at Western Kentucky University*, including the multi-phase renovation of the Downing Student Union, which achieved LEED Gold certification. The firm specializes in delivering innovative, cost-effective, and energy-efficient engineering solutions that prioritize sustainability, maintainability, and long-term operational efficiency. With a team certified in LEED, High-Performance Building Design, and Energy Management, KGE combines technical expertise with a strong understanding of construction processes to ensure seamless project execution.

Why This Matters for WKU:

KGE was selected for its **deep familiarity with WKU's campus systems**, having worked on the Downing University Center and numerous other projects at the university. Their expertise in designing energy-efficient, maintainable MEP systems aligns with WKU's goals for sustainability and long-term operational efficiency. Their prior collaboration with MMA ensures strong coordination and integration across disciplines.

RBC Capital Markets ("RBC")

Role: Underwriter

RBC is a national leader in financing P3s for higher education, with over 130 higher education project transactions totaling over $6 billion. The firm's dedicated Higher Education P3 Group has deep roots in structuring privatized student housing, having helped pioneer these models and continuously refine them to meet evolving institutional needs. RBC's P3 track record includes successful financings for major universities such as Purdue, William & Mary, University of Tennessee, University of Illinois, and *the Purdue University Fort Wayne project with Gilbane*. RBC's reputation as the top underwriter in privatized higher education for five consecutive years demonstrates its unmatched ability to deliver competitive pricing, broad investor demand, and innovative structures that balance university goals with financial sustainability.

Why This Matters for WKU:

RBC was selected for its **proven success in structuring student housing P3s**. RBC brings deep expertise in higher education finance, access to capital markets, and a strong understanding of risk allocation and ownership structures. Their ability to customize financial models to WKU's objectives, combined with their established collaboration with Gilbane, ensures that **development and financing strategies are fully aligned from the outset**, providing WKU with a financially sound and strategically integrated solution.

Collegiate Housing Foundation

Role: Tax-Exempt Borrower

Collegiate Housing Foundation is a national nonprofit 501(c)(3) organization specializing in the ownership and financing of student housing facilities through tax-exempt structures. With a mission to support higher education institutions, *CHF has facilitated the development of over 50,000 student beds across the country over the last 29 years.* As the long-term owner of the facility, CHF provides a stable, mission-aligned framework that allows institutions to expand housing capacity without assuming direct debt or operational risk.

CHF works exclusively with higher education institutions, offering deep expertise in structuring projects that meet both financial and operational goals. Their model ensures affordability, long-term stewardship, and alignment with institutional values—while maintaining flexibility to adapt to evolving campus needs.

Why This Matters for WKU:

Partnering with CHF allows our Team to deliver high-quality, student housing through a proven tax-exempt structure—without impacting the university's credit or taking on long-term operational liabilities. CHF's experience with similar institutions **ensures that WKU's housing goals are met with financial efficiency, long-term asset management, and a focus on student success.** This partnership supports WKU's strategic priorities while preserving resources for academic and institutional growth.

Purdue University Fort Wayne Student Housing

Eastern Michigan University On-Campus Student Housing

CenTrio

Role: Infrastructure Consultant

CenTrio is the *nation's largest district energy provider* and a *national leader in higher education P3 utility concessions*. With active projects at universities such as Eastern Michigan, Syracuse, and LSU, CenTrio specializes in modernizing campus energy infrastructure under long-term concession agreements. Their projects routinely deliver measurable sustainability outcomes, including greenhouse gas reductions of up to 40%, energy efficiency upgrades, and long-term reinvestment capacity.

At Eastern Michigan University, CenTrio partnered with Gilbane Development to integrate the industry's only Master Developer–led and structured utility program directly with a housing P3. This 50-year utility concession was not only executed, but carefully coordinated with a $212 million housing modernization program, delivering greater value and scope across both initiatives. CenTrio invested $115 million upfront, alongside a $26 million energy conservation program, creating $90 million in reinvestment funding while reducing emissions and keeping housing affordable.

Why This Matters for WKU:

CenTrio's role ensures WKU's housing transformation is paired with modern, sustainable, and cost-efficient utility solutions. With a track record of aligning with housing P3s, structuring upfront and long-term reinvestment, and delivering decades of reliable O&M, CenTrio brings both financial strength and sustainability leadership. Their inclusion enables WKU to advance affordability, resiliency, and long-term alignment with the University's vision.

Kennedy Kelly LLP

Role: Legal Counsel

Kennedy Kelly LLP is a highly regarded boutique law firm specializing in real estate, business law, and public–private partnership (P3) structures, with nearly 45 years of cumulative legal experience. Headquartered in Media, Pennsylvania, the firm is celebrated for delivering sophisticated yet efficient transactional counsel, grounded in deep regional roots and a reputation for practical solutions.

Kennedy Kelly brings targeted experience structuring P3s across a wide array of sectors—including on-campus student housing, hospitality, core academic buildings, and even military housing and green energy infrastructure. The firm's founding partner, James I. Kennedy, has personally *overseen over $1 billion in development value for student housing through long-term P3 agreements, covering nearly 15,000 beds across approximately 15 higher education institutions.*

Why This Matters for WKU:

Our team benefits from Kennedy Kelly's blend of nimble boutique-level responsiveness and deep transactional prowess. The firm's **proven track record in student housing P3 structures, combined with broad legal capabilities in real estate, zoning, financing, and contract negotiation, ensures that WKU's project will be backed by strategic, legally sound guidance every step of the way.**

Team Experience and Collaboration

This team was intentionally assembled to align with WKU's goals—enhancing the first-year student experience, structuring innovative partnerships, and ensuring long-term operational success. Our integrated approach leverages prior joint successes on complex, multi-phase campus projects, demonstrating our ability to navigate institutional priorities, regulatory environments, and financial structures while maintaining design excellence and construction efficiency.

The following projects showcase how our team has worked together to deliver high-quality, student-focused housing solutions that support long-term institutional growth and student success.

	Gilbane	MMA	BRBI	SDG	KGE	RBC	CenTrio
Eastern Michigan University | Ypsilanti, MI 3,163 beds | On-Campus Student Housing P3	●	●					●
MXWL | Lexington, KY 300,000 SF | 277 Units | 655 Beds | Student Housing	●		●				
The Hive | Iowa City, IA 355,068 SF | 500 Beds | Student Housing	●		●				
Octave I Champaign, IL 325,000 SF | 528 Beds | Student Housing	●		●				
Purdue University New Student Housing | West Lafayette, IN 570 Beds | On-Campus Student Housing P3	●	●					
Purdue University Fort Wayne I Fort Wayne, IN 602 beds | Student Housing P3	●					●	
University of Idaho | Moscow, ID 2,503 beds | On-Campus Student Housing P3	●					●	
Western Kentucky University, Downing Student Center Bowling Green, KY 250,000 SF		●		●	●		
Mississippi State, Azaela Residence Hall | Starkville, MS 412 Beds | On-Campus Student Housing		●		●			
Tennessee Tech University, J.J. Oakley Innovation Center and Resident Hall | Cookeville, TN 300 beds | On-Campus Student Housing		●		●			

The strength of this team is demonstrated not only by individual expertise, but by proven collaboration on complex projects nationwide. Please see the following pages for more in depth case studies.

Case Study | **Eastern Michigan University - Ypsilanti, MI**

Housing and Utility Transformation

Quick Stats:

- Delivered 2,463 renovated beds and 700 new beds across multiple phases, 10 separate residential complexes
- Focused on first-year student experience, community-building, and affordability, and sincreasing service levels
- 50-Year Utility Concession
- Student Housing Business Innovator Awards for *Best Public/Private Financing Solution* and *Best Renovation of Existing University Housing*
- P3 Awards, *Best Education and Higher Education Project*

"I think this (project) transforms our campus…. every student that I spoke to said 'this exceeds our expectations.'"

-James Smith, EMU, President

Eastern Michigan University (EMU) selected Gilbane as its P3 development partner to lead one of the most ambitious campus housing and infrastructure programs in the country. Gilbane, in turn, assembled a team including Mackey Mitchell and CenTrio to deliver the project. This $212 million initiative modernized 2,463 existing beds, added 700 new beds, and strategically demolished 1,500 outdated beds. What set the project apart was its integration of housing transformation with a 50-year utility concession, aligning reinvestment in residence halls with campus-wide energy system renewal.

Gilbane provided overall structuring, financing, and delivery under a turnkey P3 model, ensuring both cost and schedule certainty, and committed early construction capital prior to financial close to accelerate delivery. Mackey Mitchell developed a phased housing modernization plan that combined new construction with carefully sequenced renovations to minimize disruption for students. In parallel, CenTrio invested $115 million upfront plus $26 million in energy conservation measures, reducing EMU's greenhouse gas emissions by 40% while creating $90 million in future reinvestment capacity.

The collaboration created a system that is financially resilient, sustainable, and student-centered. Housing improvements were paired with upgraded utility infrastructure, enabling EMU to keep rents affordable while addressing deferred maintenance at scale. The project also established a Management Review Committee with EMU leadership, ensuring transparency in budgets, rental rates, and capital planning. By the end of the first phase, EMU reported an 11% increase in student housing satisfaction scores, reflecting tangible improvements in quality, service, and affordability, and is already delivering higher student recruitment and retention rates beyond what was forecasted.

Why This Matters for WKU

- Demonstrates how **housing renewal and infrastructure modernization** can be aligned under one integrated P3.
- Provides a proven model for affordability, deferred maintenance, and the value of strategic renovations.
- Highlights a governance structure that gives the **University a direct voice** in budgets, rates, and reinvestment.
- Provides a clear precedent for delivering **on time, on budget,** with measurable student satisfaction gains.
- Confirms ability to deliver complex projects ready for critical academic milestones.
- Establishes operational KPIs with Inwood, validated by student satisfaction survey improvements.

Case Study | **Trace at Purdue University Fort Wayne - Fort Wayne, IN**

On-Campus Student Housing P3

Quick Stats:

- 602 beds
- Aggressive five-month close from predevelopment to groundbreaking
- Fall 2026 opening ahead of schedule (targeting June 2026)
- Financed through tax-exempt bonds underwritten by RBC Capital Markets
- Repeat business with the Purdue System

In response to urgent campus growth and aging housing stock, Purdue University Fort Wayne (PFW) awarded Gilbane Development a 602-bed undergraduate housing project in March 2024. Originally brought to market by JLL, the project required an aggressive Fall 2026 opening, a challenge that demanded accelerated structuring, financing, and delivery

Gilbane and its design-build team achieved financial close and broke ground in just five months, moving from a predevelopment agreement in March to design completion by July and financial close in August. The project is being delivered under a Design-Build-Operate-Maintain (DBOM) model, with Gilbane Development as developer, Gilbane Building as construction manager, and RBC Capital Markets as underwriter securing competitive, tax-exempt financing.

Known as Trace at Purdue Fort Wayne, the four-story, 213,000 SF complex provides 602 beds across 176 apartment-style units. Nearly half of the units are reserved for university-contracted students, while the remainder are available for direct lease. The facility emphasizes both affordability and student experience, offering a fitness center, gaming room, study lounges, and outdoor amenities such as volleyball courts and fire pits. Sustainability is embedded through energy-efficient systems, water conservation measures, and long-term O&M planning.

Why This Matters for WKU

- Demonstrates Gilbane's ability to **deliver complex housing under compressed schedules**, directly relevant to WKU's Fall 2028 timeline.
- Highlights **seamless collaboration between Gilbane and RBC,** proving their capacity to align financing and delivery.
- Shows how a P3 can balance **affordability, modern design, and sustainability** while remaining off balance sheet.
- Provides a replicable model for WKU: an on-time, financially resilient, student-focused housing project delivered through an integrated team.

From Award to Groundbreaking in 5 Months—Scan to Watch It Unfold!

"All of us at Purdue Fort Wayne could not be more pleased with our choice of a partner in Gilbane and we continue to appreciate their thoughtfulness, commitment and willingness to always keep Purdue University Fort Wayne and our students at the center of our collective decision making and focus.."

-Glen Nakata, PFW, VP of Financial and Administrative Affairs

Case Study | **University of Idaho - Moscow, ID**

On-Campus Student Housing Transformation P3

Quick Stats:

- 2,503 new beds
- Phased delivery aligned with enrollment growth and capital availability
- Financed through tax-exempt bonds underwritten by RBC Capital Markets
- Lifecycle planning and reinvestment reserves built into partnership structure
- Focused on affordability, retention, and long-term sustainability

The University of Idaho partnered with Gilbane Development and Rocky Mountain Companies to deliver a transformative $162.8 million student housing initiative under a Master Development Agreement approved by the Idaho State Board of Education. The project redevelops South Hill and Elmwood Apartments (including family housing), the Wallace Residence Center, and the Theophilus Residence Building, creating 2,503 new beds to modernize campus housing, reduce deferred maintenance, and support long-term enrollment growth.

What sets this project apart is Gilbane's proactive approach: in late 2024, **the team commenced $30 million in construction ahead of financial close** via several interim construction agreements to support incremental State and Board approvals. This bold move minimized schedule risk, accelerated benefits to students, and demonstrated Gilbane's financial strength and alignment with the University's goals. **It wasn't just a strategy—it was a commitment to partnership, performance, and progress.**

Delivered in phased increments, the project aligns housing supply with enrollment demand and available capital. RBC Capital Markets structured competitive tax-exempt financing to keep rents affordable, while reinvestment reserves ensure long-term sustainability. The initiative is designed to create dynamic live-learn communities, promote student wellness, and elevate the campus experience. Notably, the first phase—three floors of Towers Hall—was opened after a rapid three-month renovation schedule, providing immediate new housing capacity. In addition, the overall program is expected to generate over $3 billion in economic impact for the Moscow community and surrounding region.

Why This Matters for WKU

- Demonstrates Gilbane's ability to start construction ahead of financial close, reducing schedule risk and ensuring on-time delivery — directly relevant to WKU's Fall 2028 goal.
- Shows how a Master Development Agreement can drive large-scale, multi-phase campus housing transformation.
- Highlights affordable rents achieved through tax-exempt financing and disciplined reinvestment.
- Provides a scalable model for modernization that enhances wellness, affordability, and competitiveness while benefiting the broader community.
- Underscores Gilbane's capacity to assume risk and deliver customized solutions aligned with partner objectives
- Illustrates long-term partnership potential, with future phases in planning that include dining, parking, medical office, new undergraduate housing, and affordable market-rate housing.

Case Study | **MXWL - Lexington, KY**
Student Housing Community

Quick Stats:

- 655 beds
- Design-build partnership with Broeren Russo Builders
- Amenity-rich design including courtyards, fitness center, and study spaces
- Delivered to meet competitive housing market demands in Kentucky

Gilbane partnered with Broeren Russo Builders to deliver MXWL, a 277-unit, 655-bed student housing community located just steps from the University of Kentucky. The project demonstrates the team's ability to create vibrant, amenity-rich residential environments that directly serve a major university population in a competitive housing market.

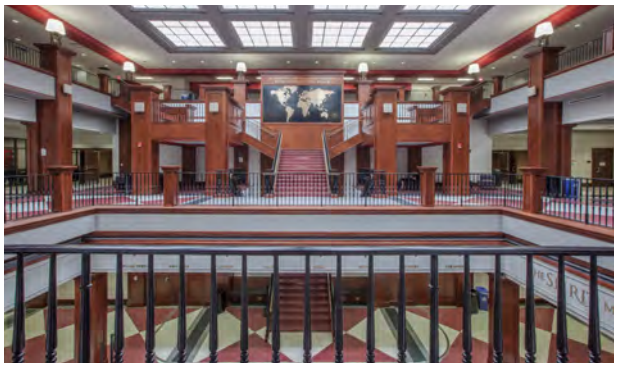
The project emphasizes design quality, affordability, and community connection. With modern unit layouts, collaborative study lounges, and social spaces, MXWL offers a balanced living experience that supports both academic focus and student life. Outdoor courtyards, fitness facilities, and shared amenities further enhance the resident experience while building a strong sense of community.

Delivered through a design-build partnership with Broeren Russo, MXWL reflects Gilbane's ability to align design, construction, and operations in a single integrated process. This approach ensured cost control, schedule efficiency, and a final product that responds to the lifestyle and expectations of today's students.

Why This Matters for WKU

- Demonstrates Gilbane's ability to deliver **high-quality housing in Kentucky**, reflecting a strong understanding of local markets and student preferences.
- Highlights the **established collaboration with Broeren Russo**, the design-builder also engaged for WKU.
- Provides proof of delivering amenity-rich, modern housing that **balances affordability with student experience**.
- Reinforces that the WKU team is not only experienced nationally, but also regionally connected and proven in Kentucky.

Case Study | **Downing Student Union, Western Kentucky University - Bowling Green, KY**
Renovation & Expansion



Quick Stats:

- 230,000 SF renovation and expansion
- Certified LEED Silver

The Downing Student Union has long served as the social heart of WKU's campus. Originally opened in the 1970s, the facility faced declining use as student needs evolved. WKU partnered with Mackey Mitchell Architects, Kerr-Greulich Engineers (MEP Engineering), and Structural Design Group (Structural Engineering) to deliver a transformational $55 million, 230,000 SF renovation and expansion that reimagined the Union as a modern hub for student life.

The design team worked closely with University leadership and student representatives to define a vision that emphasized community, connectivity, and student experience. Phased construction kept the building operational while shortening the overall schedule. Renovations included food service, lounges, study areas, recreation space, student organization offices, WKU's bookstore, and the campus post office. The project also modernized all building systems — HVAC, plumbing, electrical, communications, and life safety — while improving accessibility. Certified LEED Silver in 2017, the Union now balances sustainability with functionality.

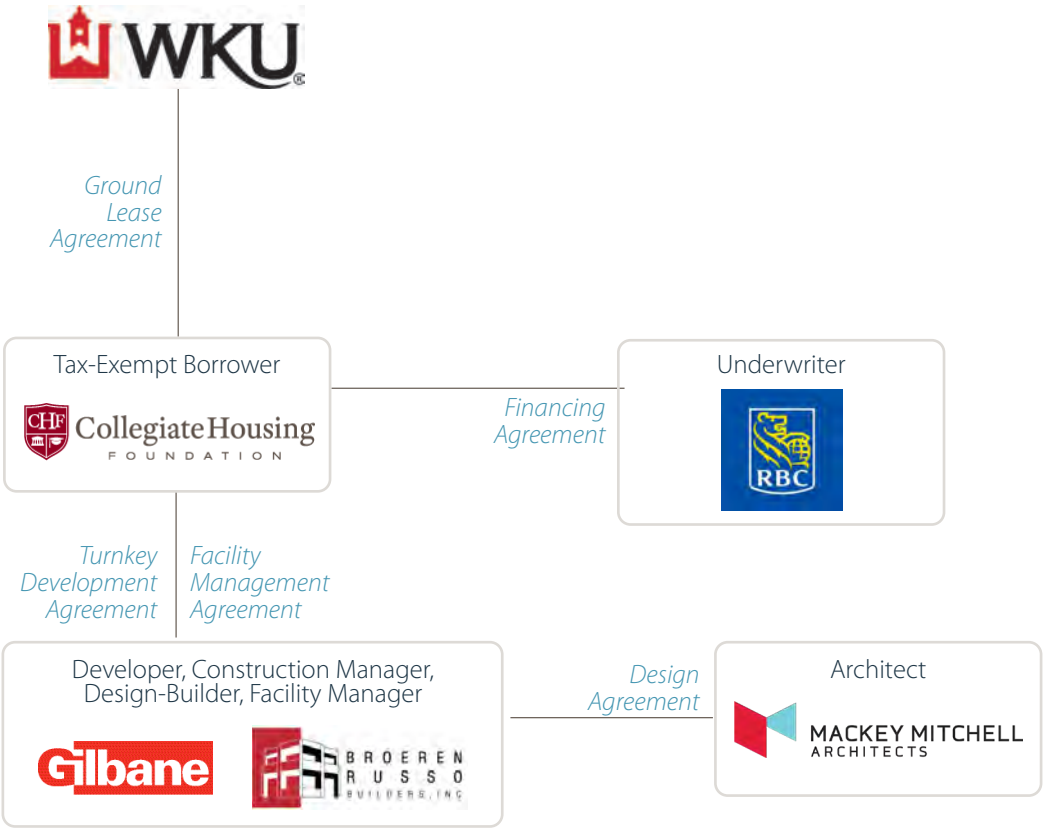
Design highlights include a dramatic sky-lit atrium, cascading stairs with landings for informal gathering, a new grand entrance hall, and a performance terrace that opens onto an outdoor plaza. Throughout the interiors, WKU's colors and iconic "Red Towel" branding celebrate campus identity and pride.

Why This Matters for WKU

This project demonstrates how current members of this Gilbane team — **Mackey Mitchell Architects, Kerr-Greulich Engineers, and Structural Design Group — have already collaborated successfully on campus** to deliver a transformative facility that balances tradition, modern functionality, and sustainability. Their direct experience at WKU ensures a deep understanding of campus culture, standards, and expectations providing a foundation of trust and proven results for this housing transformation.

Funding and Ownership

Transaction Structure



Under this structure, WKU and Gilbane will partner with Collegiate Housing Foundation, a national non-profit, to establish a 501(c)(3) special-purpose vehicle (SPV) that will serve as the Conduit Project Sponsor. This entity will act as the borrower for the project financing and the counterparty to Gilbane under a Turnkey Development Agreement.

The Project Sponsor's board will include representatives from WKU and the CHF, while WKU maintains majority control on the operating committee and limits board seats to preserve credit neutral/off balance sheet treatment and financial independence. WKU will enter into a long-term ground lease, structured for at least 40 years with a modest tail, to the 501(c)(3) Project Sponsor, clearly defining lessor/lessee roles and directing the Sponsor to deliver and maintain the project; the lease will also provide protections in the unlikely event of foreclosure and set allowable future uses. *The financing will cover 100% of project costs through tax-exempt bonds at the lowest available capital cost and will be non-recourse to WKU, secured solely by a leasehold mortgage and an assignment of project revenues (e.g., student rents), so WKU will have no legal or financial obligation to support the project unless it chooses.* To ensure reliable delivery, the 501(c)(3) Project Sponsor will execute a turnkey development agreement with Gilbane, under which Gilbane will coordinate the financial closing and lead design, construction, and ongoing management. In this program, CHF will serve as the 501(c)(3) borrower with a financing agreement underwritten by RBC; Gilbane will execute the turnkey and management agreements with Broeren Russo; and Mackey Mitchell will provide architectural design under a separate design agreement.

At the end of the lease term, all project improvements—and all cash, reserves, and collateral accounts—revert to WKU fully unencumbered, aligning long-term operations with University priorities while delivering efficient, off-credit financing and execution certainty.

Legal Disclosures

Team Member	Legal Disclosure
Gilbane Development Lead Developer	Gilbane Development Company is not involved in any litigation or other matters that would have a material adverse effect on its financial condition or its ability to execute an awarded project. From time to time, Gilbane and its subsidiaries have been party to personal injury and property loss matters covered by insurance, as well as cases where the firm was named solely because of its affiliation with Gilbane Building Company. These matters have been or are in the process of being dismissed.
Gilbane Building Construction Manager	As would be expected for a construction firm with revenues of $7.6 billion in 2024, Gilbane Building Company has been involved in a number of claims and litigation matters, most of which are inconsequential cases involving subcontractors or other parties. In our judgment, no current outstanding cases have the potential to materially affect Gilbane's overall financial position. A list of matters exceeding $500,000 in exposure is included in the Appendix.
Broeren Russo Builders Design-Builder	Broeren Russo Builders, Inc. has not been involved in any litigation, investigations, claims, or other proceedings relevant to the University's evaluation.
Mackey Mitchell Design-Build Architect	Mackey Mitchell Architects has no ongoing litigation to disclose in connection with this project.
Element Design Civil Engineer & Landscape Architect	Element Design has no ongoing litigation to disclose in connection with this project.
Kerr-Greulich MEP/FP Engineer	Kerr-Greulich Engineers, Inc. confirms that neither the firm nor any key personnel are currently involved in any ongoing litigation.
Structural Design Group Structural Engineer	Structural Design Group is not involved in any ongoing litigation.
Collegiate Housing Foundation Tax-Exempt Borrower	Collegiate Housing Foundation is not a party to any ongoing litigation. From time to time, LLCs formed to own and operate individual projects may be involved in litigation. The only current such matter involves a project at the University of Hawai'i, where a local union chapter has filed claims against the University. CHF does not believe this litigation will have any impact on other projects in which it participates.
RBC Capital Markets Underwriter	RBC Capital Markets has provided a statement confirming its legal disclosure. This statement is included in the Appendix.

Commitment to Key Personnel

Gilbane fully understands and accepts the University's expectations regarding personnel continuity during the predevelopment phase. We are committed to maintaining all key personnel identified in this proposal throughout that period to ensure consistency, accountability, and the highest level of performance. Should any changes to key personnel become necessary, Gilbane will seek prior written approval from the University before making any adjustments.

Additionally, we acknowledge and respect the University's right to request consideration of alternative team members during the negotiation of the predevelopment agreement, and we will work collaboratively to accommodate such requests in good faith.

Approach to Phase 1 Project

Section 2

Approach to Phase 1 Project

Initial Concept

Description of Broad Architectural Concepts

Aligning with the University's broader mission to recruit, retain, and support student success, WKU's student housing development represents a transformative step in reshaping residential life. Across two phases, **the program provides over 2,400 new beds—Phase 1 delivering 1,000+ beds in Freshman Village and Phase 2 delivering 1,400+ beds in both Freshman Village and The Valley.** Together, these projects re-envision on-campus housing, replacing obsolete residence halls while creating vibrant, student-centered living-learning environments that respond to evolving demographics, expectations for privacy, and the need for strong campus connections.

The proposed Phase 1 residence hall is envisioned as more than a place to sleep—it is **a welcoming, inspiring environment that fosters belonging, collaboration, and academic achievement.** Large residence halls can sometimes feel overwhelming or institutional, but this design approach intentionally shapes scale, space, and experience to create memorable, human-centered places. At five stories, the building balances density with comfort, organizing the massing around a series of outdoor living rooms. Intimate quadrangles, framed by brick facades and Georgian-inspired detailing, provide inviting courtyards—one facing into Freshman Village, the other engaging the Avenue of Champions—ensuring the setting feels well rooted in campus life.

The site design emphasizes connectivity, accessibility, and arrival. At the intersection of University Drive and the Avenue of Champions—a prominent campus gateway—the building establishes a strong architectural presence. A signature arched pass-through forms a pedestrian portal, creating a special iconographic moment for the University while framing views toward a future traffic circle and fountain plaza. Transparent floor lounges behind a masonry colonnade animate the facade, offering elevated views and lively activity at one of campus's busiest crossroads. Other courtyards and entry points provide clearly defined, welcoming thresholds that connect to key pedestrian pathways and streamline circulation, including dedicated zones for move-in/move-out.

The architectural expression honors WKU's Collegiate Georgian character, ensuring harmony with the campus's cohesive red-brick aesthetic while incorporating modern standards of accessibility, sustainability, and building performance. Proportioned fenestration, traditional detailing, and strong massing contribute to a timeless presence that elevates the campus environment.

Inside, the first floor functions as the welcoming heart of the residence hall, blending residential, academic, and community life. A central lobby and commons serve as the "front door," establishing a vibrant hub of activity that highlights WKU's commitment to student experience. Administrative offices, a staffed welcome desk with visibility to key entries, and group collaboration rooms are positioned for efficiency and safety while maintaining a high degree of connection to student life. Two large classrooms extend learning opportunities directly into the residence hall, supporting living-learning communities and academic partnerships. Across the south courtyard, a retail/dining venue adds food access and informal gathering space, serving both residents and the broader campus.

Residential communities are organized around two secure vertical circulation cores, each paired with social stairs, elevators, ground-floor laundry, and adjacent lounges to activate movement and encourage interaction.

On the upper floors, the residential program is carefully scaled to balance privacy with community. Floors are composed primarily of double-occupancy semi-suite units with private bathrooms, supplemented by hotel-style units to provide flexibility and recruitment appeal. These layouts offer students personal comfort while also supporting social connection.

Every residential community benefits from embedded study and lounge areas, designed as natural gathering points for both quiet focus and informal interaction. Each RA community has its own dedicated study and community space, ensuring that strong peer-to-peer connections and support structures are woven throughout the building. The RA-to-student ratio of 1:30–35 strengthens community building, mentoring, and programming.

Collectively, these design strategies ensure that the scale of a very large residence hall feels memorable, inspiring, and welcoming—an environment tailored to support the transition from high school to college while successfully launching students into the academic and social life of WKU. Rooted in the University's beautiful campus setting and cohesive Georgian architectural character, this project will not only enhance residential life but also create the kind of "wow factor" that becomes central to recruitment, retention, and the lasting student experience.

Site Plan

East Elevation

West Elevation

North Elevation

South Elevation

Concept Plan - Ground Floor

- Residential Units
- Residential Floor Community
- Building Community
- Administration
- Retail & Dining
- Building Support

Concept Plan - Typical Floor

Unit Plans

Single Hotel Unit

Double Semi-Suite Unit

Building Program Summary

	Classification	Count	Quantity	GSF
Residential Units (Revenue Beds)				**196,233**
1-bedroom single "hotel" (3 fixtures)	*residential*	1 bed	77	
2-bedroom double semi-suite (4 fixtures)	*residential*	4 beds	230	
Residential Units (RA + Staff)				**13,206**
RA Single with bath	*residential*	1 bed	31	
Staff Apartment	*residential*	2 beds	2	
Residential Floor Community				**22,903**
Floor (pod) lounge + kitchen	*social*	33 occupants	31	
Residential Floor Support				**6,176**
Guest bath (gender neutral)	*support*	2 fixtures	10	
Floor storage	*support*	1 storage	10	
Building Community				**12,441**
Reception desk	*admin*	2 occupants	1	
Programming storage	*support*	1 storage	1	
Main lounge + reception + recreation	*social*	1028 beds	1	
MPR/classroom large	*social*	65 occupants	2	
MPR storage	*support*	1 storage	1	
Community laundry	*social*	40 machines	2	
Group collaboration (study room)	*study*	8 occupants	4	
Group collaboration storage	*support*	1 storage	1	
Administration				**2,360**
Office - housing & res life	*admin*	1 occupant	3	
Office - LLC Fellows	*admin*	1 occupant	4	
Faculty and RA workroom + storage	*admin*	10 occupants	1	
Breakroom (Lockers, kitchennette)	*admin*	5 occupants	1	
Retail & Dining				**2,471**
Vending	*retail*	2 machines	6	
Grab-n-Go	*retail*	20 occupants	1	
GNG Storage (cooler, freezer, dry)	*support*	1 storage	1	
Receiving room	*support*	1 concept	1	
Building Support				**3,794**
Package storage and pickup	*support*	1028 beds	1	
Custodial storage	*support*	1028 beds	1	
Custodial staff break room	*support*	6 occupants	1	
General storage	*support*	1028 beds	1	

Structural Methodology

The new residence hall is conceived as a five-story structure that combines a robust podium level with efficient, lightweight framing above. This hybrid approach balances long-term durability with construction economy and supports the project's programmatic goals of creating flexible, high-quality student housing.

At the base, the podium establishes a strong foundation for the building. With a 16-foot floor-to-floor height, it accommodates public functions and circulation needs, while also providing the structural capacity to anchor the upper levels. Rising above, four stories of cold-formed steel framing establish a consistent residential rhythm with floor-to-floor heights of 10 feet, 8 inches. Together, these levels form an efficient and adaptable framework for student living.

The structural design is shaped by both building code requirements and site conditions. Environmental factors—including wind, seismic, and snow loads—are carefully addressed to ensure the building's performance and safety. Anticipated shallow rock conditions inform the foundation strategy, with spread footings supporting columns and mat foundations stabilizing shear walls and elevator pits. This approach allows the structure to integrate seamlessly into the site while maintaining cost efficiency.

Two primary framing strategies are considered to respond to programmatic needs. In the first, a two-way post-tensioned podium slab or a steel framed podium provides wide structural spans for shared spaces and circulation, while supporting residential units above. In the second, portions of the western wings may be framed entirely with cold-formed steel bearing walls from foundation to roof, a solution well-suited to their residential use and smaller spans. Both strategies are designed to maintain alignment and continuity across the building while addressing differing spatial requirements.

Special attention is given to corner conditions and transitions. At the north-west corner, where the ground level opens to create transparency and connection, the structural system incorporates either post-tensioned slabs or steel moment frames to support the upper floors while preserving openness at grade. Expansion joints are strategically placed to manage building movement, integrated into both the podium and upper levels in coordination with architectural, mechanical, and envelope systems.

The upper levels employ composite concrete floor systems supported by cold-formed steel framing, paired with perimeter detailing that supports cladding and reinforces the architectural expression. Roof framing utilizes steel deck and trusses spanning from exterior to corridor walls, providing a straightforward, economical system that maintains design flexibility.

Lateral stability is achieved through reinforced concrete shear walls at the podium and cold-formed steel braced walls above. These elements are in logical, non-intrusive positions—such as stair and elevator cores and near expansion joints—ensuring the structural system works in harmony with the building's plan and elevations.

Overall, the structural strategy provides a clear balance between strength and economy, permanence and flexibility. The podium anchors the building with long-lasting concrete construction, while the lightweight framing above delivers efficiency and adaptability for residential use. Together, these systems create a structure that is durable, code-compliant, and aligned with the architectural vision for a contemporary student housing environment.

Mechanical/Electrical/Plumbing & Fire Protection Approach

The new residence hall is envisioned as a five-story student housing community totaling approximately 285,000 square feet. The facility provides 1,028 student beds in double semi-suite style arrangements, where bathrooms are shared between every two suites. At the ground level, the building establishes itself as a hub of activity, offering dining venues, retail, classrooms, meeting rooms, laundry facilities, administrative offices, package and mail services, and essential building support areas.

Utilities

The project introduces new, robust utility connections sized to meet the needs of a modern student housing facility. These include a 20 MMBTUH natural gas service, dual domestic water services (4-inch and 6-inch), four evenly distributed 8-inch sanitary sewer lines, and an 8-inch fire sprinkler service with backflow prevention. Electrical service will tie into the campus 12kV distribution loop and step down to a 6,000-amp, 277/480-volt, three-phase, four-wire switchboard located in the primary electrical room.

Fire Protection

A full sprinkler system will safeguard the facility in accordance with NFPA 13. Concealed quick-response heads will serve public spaces, while unfinished zones will utilize upright brass heads. Light hazard classifications apply to student rooms, classrooms, and offices, while restaurants, kitchens, laundries, and mechanical areas fall under ordinary hazard Group 1. Standpipe systems with hose connections will be provided in all stairwells, and each floor will be equipped with zone valves for maintenance and safety.

Plumbing

Domestic water distribution will be supported by RPZ backflow preventers at each service entrance. Hot, tempered, and cold water will serve residential and retail functions, with laundries and dining areas supplied by dedicated hot and cold service.

Type L copper piping with fiberglass insulation is specified for mains, with PEX permitted for fixture branches. Hot water production will be achieved through four 3-MMBH gas-fired boilers with four 600-gallon storage tanks, paired with mixing valves, circulation pumps, and a domestic water softening system. Commercial-grade, ADA-compliant fixtures will be installed, coordinated with the architectural program. Grease interceptors will serve restaurant tenants, while stormwater from the roof will be managed via gutters and downspouts directed to on-site retention systems.

Mechanical Systems

Indoor conditions are designed to maintain comfort at 72–75°F during summer and 72°F during winter, reflecting Bowling Green's climate extremes of 94°F DB/76°F WB and +6°F, respectively. Ductwork will meet SMACNA standards, with insulated supply, return, and exhaust systems. Building-wide HVAC, water heating, and electrical systems will be integrated under a BACnet-controlled building automation system, providing trending and metering capabilities.

Two mechanical system approaches are under consideration:

- **Option 1 – VTAC with AHU Support:** Each resident room will be conditioned with a 7,500 BTUH VTAC heat pump with electric resistance backup. Dedicated outside air units (DOAUs) located in the attic will provide ventilation. Chilled and hot water AHUs and blower coils will serve common areas, with chilled water drawn from the campus loop and heating supplied via steam-to-hot-water heat exchangers. Summer boilers will supplement during reduced load conditions.
- **Option 2 – Water-Source Heat Pump System:** A closed-loop condenser water system would distribute to water-source heat pumps in both resident and common spaces. This system would be supported by a cooling tower, high-efficiency boilers, and a plate-and-frame heat exchanger. Ventilation would be provided by rooftop DOAUs with energy recovery.

Both options account for future kitchen exhaust and makeup air requirements, as well as dedicated dryer exhaust systems serving laundry facilities.

Electrical

The electrical system will provide construction-phase temporary service and transition to a permanent 6,000-amp main switchboard. Distribution will feature copper feeders and copper-bus panelboards, supported by a code-compliant grounding system. Surge protection will be installed at primary distribution points. An alternate bid will include a 750kW diesel generator, ensuring life-safety transfer capability.

Lighting design emphasizes energy efficiency, with LED fixtures throughout, in compliance with IECC standards. Interior spaces will incorporate dimming controls and occupancy sensors, while exterior and parking areas will be illuminated with automated LED pole lighting. Egress and life-safety systems will include self-powered LED exit signs and integral battery packs.

Fire Alarm

An addressable fire alarm system, designed to NFPA 72 standards, will include horns, strobes, pull stations, and smoke detection throughout the facility. Should assembly occupancies exceed 1,000 occupants, a voice evacuation system will be incorporated. All alarms will be monitored by a UL-listed central station, with one year of monitoring services provided post-installation.

Stormwater Management

Hydrology / Storm Drainage

Existing Conditions:

The existing site generally slopes and drains to the southwest. This includes the parking lot adjacent to Preston Wellness Center and parts of the Hugh Polland surrounding areas. This particular watershed is picked up in curb inlets and piped across Avenue of Champions. The remainder of the site drains adjacent to Douglas Keen Hall toward the lower basin area adjacent to University Boulevard. This area eventually drains out across University Blvd. toward Creason Street and into a subsurface drainage system.

Proposed Design:

The first phase of the proposed P3 Housing Addition will be constructed in place of Douglas Keen, adjacent parking lot, and Hugh Poland. It is the intent to maintain similar pervious to impervious ratios but any additional impervious added, storm volume will need to be studied and a potential for added volume may need to be considered.

Water quality requirements, if applicable, can be addressed through best management practices such as vegetated swales, permeable pavement, rain gardens, or stormwater filtration structures.

All storm drainage structures, piping, and fittings will conform to WKU design standards. Stormwater management calculations and designs will be reviewed by WKU's MS4 representative prior to final approval.

Natural Gas / Domestic Water / Chilled Water / Sanitary Sewer / Steam

- **Natural Gas:** The natural gas supply could connect to the existing gas main that parallels Avenue of Champions. As a result of Douglas Keen and Hugh Poland buildings being offline, service lines could be capped and minimal impact on pressure would occur. These lines have not yet been sized.
- **Domestic Water:** Domestic water lines will tap into the existing water main adjacent to Ave. of Champions and potentially tie into a similar location that was used for Douglas Keen. A combination meter and fire protection vault will be installed between the line valve and the building connection. A fire protection supply line will branch from the vault and connect to the mechanical room. A fire hydrant may need to be installed near the southwest corner of the building within 100' of the fire department connection for the building. Exact location yet to be determined.
- **Chilled Water:** Existing Chilled water runs parallel to both Douglas Keen and Hugh Polland. Some site adjustment to the existing routes will be required but should supply the new building based on Douglas Keen and Hugh Polland being offline.

- **Sanitary Sewer:** Existing Sanitary lines that serve Douglas Keen and Hugh Poland will no longer be needed and can be capped. A new line will serve the existing infrastructure. This will require additional modifications to the 15" Clay line but based on the current building design, may suffice with a route through the area way at the corner of University and Ave. of Champions.
- **Steam:** Existing steam approaches Phase 1 from the East and does not encroach on the future building footprint in a meaningful way. It is the understanding that there is plenty of steam capacity and should be considered as an option for heating the newly proposed dorm.

Landscape

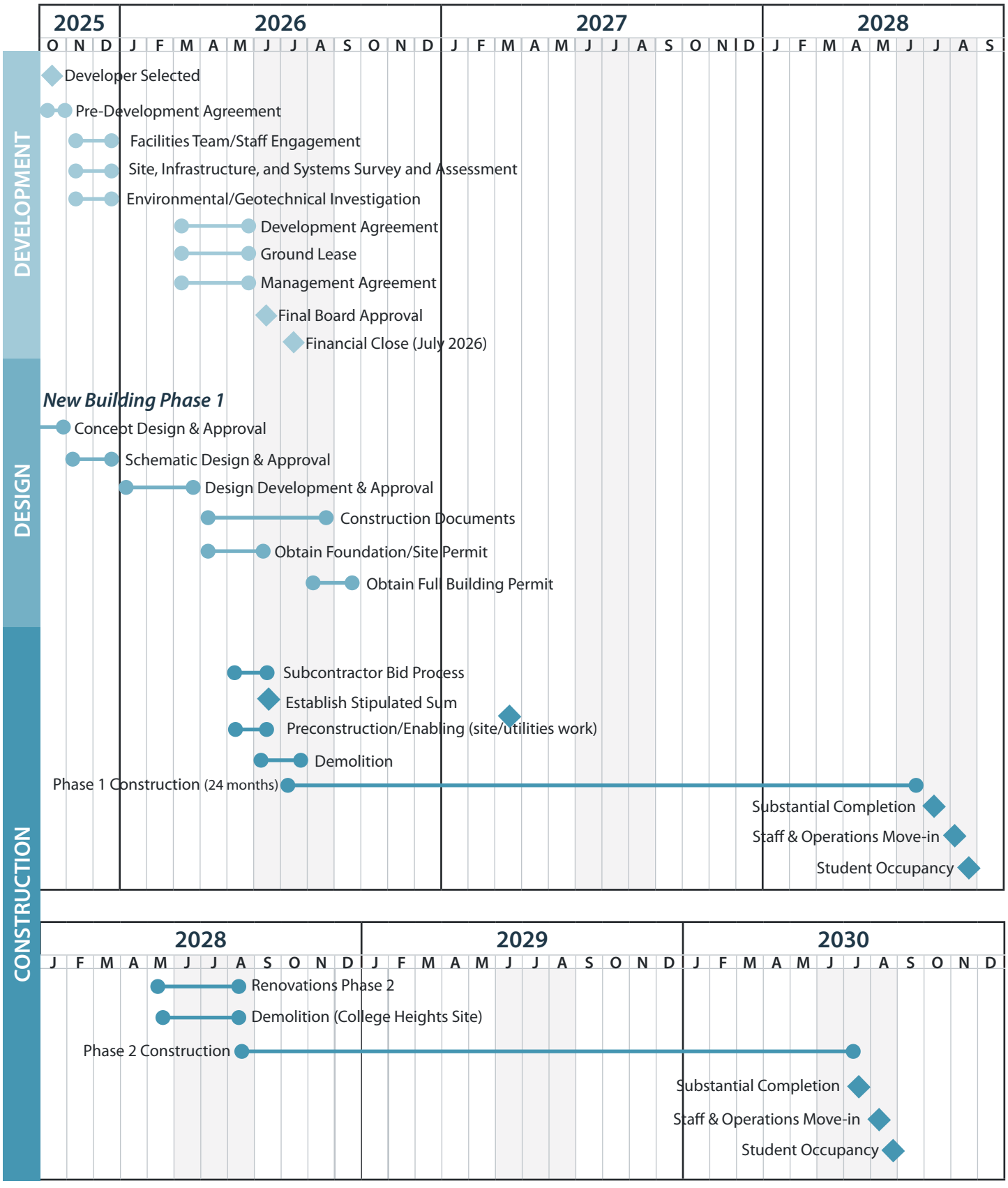
Existing Landscape is limited to large mature trees near University Drive and in the flood plain areas where ornamental trees are mostly around Douglas Keen and Hugh Poland.

Most of the trees in Phase 1 and in the new building disturbed areas would fall into the category of average to poor condition. Each tree will be evaluated for transplant options prior to construction.

Proposed planting of trees, shrubs, evergreens, and other accent plantings throughout the project will be in step with current plant material and the surrounding environment. Landscape plantings will be mostly, native material and focus on simple masses with high visual impact but low maintenance requirements including native grasses in massing with flowering and evergreen species intermingled for seasonal interest. An emphasis on red and white colors will be part of the final design during the spring, summer and fall months. Irrigation will be considered for certain applications and zones but as mentioned above, plant material shall consist mostly of native species for this region.

Conceptual Renderings

Schedule


2025
2026
2027
2028
O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S
DEVELOPMENT
Developer Selected
Pre-Development Agreement
Facilities Team/Staff Engagement
Site, Infrastructure, and Systems Survey and Assessment
Environmental/Geotechnical Investigation
Development Agreement
Ground Lease
Management Agreement
Final Board Approval
Financial Close (July 2026)
DESIGN
New Building Phase 1
Concept Design & Approval
Schematic Design & Approval
Design Development & Approval
Construction Documents
Obtain Foundation/Site Permit
Obtain Full Building Permit
CONSTRUCTION
Subcontractor Bid Process
Establish Stipulated Sum
Preconstruction/Enabling (site/utilities work)
Demolition
Phase 1 Construction (24 months)
Substantial Completion
Staff & Operations Move-in
Student Occupancy
2028
2029
2030
J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D
Renovations Phase 2
Demolition (College Heights Site)
Phase 2 Construction
Substantial Completion
Staff & Operations Move-in
Student Occupancy

Maintaining Schedule Certainty for Fall 2028

Gilbane recognizes that WKU's top priority for Phase 1 is delivering housing that will be fully ready for student occupancy in Fall 2028. Our turnkey development structure shifts cost and schedule risk away from the University and onto Gilbane. By guaranteeing both budget and delivery, and backing that guarantee with parent guaranties, subcontractor bonds, and liquidated damages provisions, we provide WKU with confidence that schedule certainty will be achieved.

Our approach combines disciplined planning, early procurement, and proactive risk management:

- **Early Work Packages:** Site and utility packages released ahead of final design to accelerate construction starts.
- **100-Day Plan:** A structured roadmap aligning design reviews, approvals, and decision points to WKU's governance schedule.
- **Advanced Procurement:** Locking in long-lead materials (mechanical/electrical equipment, elevators, finishes) through early buyouts to protect against escalation and supply chain delays.
- **Lean Construction Sequencing**: Efficient phasing and campus coordination to minimize disruption and maintain momentum.
- **Transparent Oversight:** Weekly OAC meetings with WKU, integrating cost and schedule reviews to ensure alignment and avoid delays.

Schedule Risks and Mitigation Strategies

Potential Risk	Mitigation Strategy
Permitting / Entitlement Delays	Early engagement with authorities; phased permitting strategy; early release packages for site and utilities; design-build approach to shorten shop drawing/procurement timelines.
Labor or Material Shortages	National and regional subcontractor network; advanced buyouts for critical trades; escalation contingency; early procurement of long-lead equipment.
Design or Approval Delays	100-Day Plan with milestone-based approvals; weekly OAC/design sessions with WKU; real-time cost and constructability reviews to accelerate decision-making.
Campus Disruption During Construction	Swing space planning, Lean sequencing, and phasing around the academic calendar to minimize impact on WKU operations.
Weather / Force Majeure Events	Schedule buffers for seasonal/weather risks; parent guaranty and insurance coverage for catastrophic delays.

Phase 1 Project Proforma

Gilbane has incorporated feedback from our work session and the RFP Addendums into a comprehensive WKU Housing Model and financing plan. We recognize there are several near- and long-term Phase 2 (and beyond) projects that remain undefined. Our task in this submission is to provide analysis that enables WKU stakeholders to evaluate multiple options and potential project levers that create value for the University, both for housing and broader campus expansion.

The Phase 1 Project economics are summarized in the following pages, with detailed 40-year pro forma cash flows provided in the Appendix. While Phase 1 is the first step, it is not the only consideration in developing a system-wide approach. Gilbane has modeled and begun to plan with the full campus picture in mind, ensuring flexibility for future phases. As outlined below, our approach leverages and securitizes only the beds needed in each phase (the "Project Beds"), leaving all other beds (the "Non-Project Beds") debt-free, renovated, and still benefiting from our campus-wide asset management approach. This strategy—discussed during our workshop—ensures near-term goals are met while preserving flexibility to incorporate Non-Project Beds in later phases, once WKU determines the appropriate size and scope.

We believe it is critical not to burden the entire housing system with project finance debt, especially given the anticipated demolition schedule. Instead, Phase 1 will raise sufficient low-cost Senior Debt to cover demolitions, address immediate maintenance needs for non-demolished facilities, and maintain flexibility for future phases. The updated phasing schedule, originally shared during our in-person workshop, represents what we believe to be the optimal sequence, maximizing both scope and value for WKU. Our financing plan leaves the halls in red and grey debt-free and cash flowing directly to WKU (until the grey halls are securitized in Phase 2, projected for ~Fall 2028). By sequencing Normal and Regents in Phase 2, WKU retains the ability to pursue its current renovation plans for those halls.

Given the breadth and financial strength of WKU's housing system, this model provides flexibility to adapt scope, design, and phasing during pre-development while still protecting long-term affordability. Under our current baseline assumptions—developed with WKU's input, our financing partners, and our national experience—Phase 1 financing can deliver these benefits while leaving Non-Project Beds free of debt and fully cash flowing to the University.

Residence Hall	Residence Hall Included in Phase I or II?	Bed Capacity	Fall 2025	Fall 2026	Fall 2027	Fall 2028	Fall 2029	Fall 2030
				Phase 1		Phase 2		
Hilltopper Hall (Demo)	Non-Project Beds	410	*Demo*					
McCormack Hall (Demo)	Non-Project Beds	362	Online	Online	Online	*Demo*		
Rodes Harlin Hall (Demo)	Non-Project Beds	360	Online	Online	Online	*Demo*		
Gilbert Hall (Demo)	Non-Project Beds	205	Online	Online	Online	*Demo*		
Normal Hall (Reno)	Phase 2	260	Offline	Offline	Online	Online	Online	Online
Regents Hall (Reno)	Phase 2	373	Offline	Offline	Online	Online	Online	Online
Douglas Keen Hall (Demo)	Non-Project Beds	357	Online	*Demo*				
Hugh Poland Hall (Demo)	Non-Project Beds	408	Online	Online	*Demo*			
Pearce Ford Hall (Demo)	Non-Project Beds	856	Online	Online	Online	Online	Online	*Demo*
Meredith Hall	Phase I	182	Online	Online	Online	Online	Online	Online
Zacharias Hall	Phase I	206	Online	Online	Online	Online	Online	Online
Minton Hall (Demo)	Phase I	397	Online	Online	Online	Online	Online	*Demo*
Bates Runner Hall	Phase I	144	Online	Online	Online	Online	Online	Online
McLean Hall	Phase I	121	Online	Online	Online	Online	Online	Online
Munday Hall	Phase I	300	Online	Online	Online	Online	Online	Online
Southwest Hall	Phase I	306	Online	Online	Online	Online	Online	Online
Kentucky Apts.	Phase I	294	Online	Online	Online	Online	Online	Online
Center Hall (Hyatt Lease)	Non-Project Beds	215	Online	Online	Online	Offline	Offline	Offline
New Project 1	Phase I	1,022	Offline	Offline	Offline	Online	Online	Online
New Project 2	Phase 2	1,400	Offline	Offline	Offline	Offline	Offline	Online

Phase 1 Beds Online:	-	1,950	1,950	2,972	2,972	2,575
Phase 2 Beds Online:	-	-	-	633	633	2,033
Non-Project Beds Online:	4,713	2,406	2,631	856	856	-
Total Beds Online:	4,713	4,356	4,581	4,461	4,461	4,608

Sources & Uses During Construction - Phase 1 Baseline			
Senior Debt	$267,450,000	Total Hard Costs	$98,454,706
Investment Earnings on Escrow	$7,498,884	Upfront Renovation Budget	$26,013,976
		Demolition Budget (per demo schedule)	$2,472,058
		Debt Defeasance (SLF Series 2017 & 2019)	$82,265,439
		Debt Service Fund for Normal/Regents Debt	$5,000,000
		Total Soft Costs	$21,858,757
		Debt Service Reserve Funding	$16,410,076
		Cap-I Funding	$10,987,605
		Cost of Issuance	$9,577,261
		Deposit to Operations Contingency Fund	$1,909,005
Total Sources	**$274,948,884**	**Total Uses**	**$274,948,884**

Sources & Uses During Construction - Phase 2 Baseline			
Senior Debt	$281,605,000	Total Hard Costs	$149,922,236
Investment Earnings on Escrow	$8,412,443	Demolition Budget (per demo schedule)	$8,633,118
		Debt Defeasance (Normal & Regents)	$55,000,000
		Total Soft Costs	$24,316,836
		Debt Service Reserve Funding	$17,423,459
		Cap-I Funding	$22,428,391
		Cost of Issuance	$10,780,272
		Deposit to Operations Contingency Fund	$1,513,131
Total Sources	**$290,017,443**	**Total Uses**	**$290,017,443**

- **Maintaining Affordability:** The Phase 1 Project is feasible, utilizing rates with a 5% premium to Center Hall's current rates and a 5% post-renovation premium applied to renovated halls
- **1,030** new suite style beds by Fall 2028
- **$82 million** to defease SLF's current outstanding housing system debt. RBC has run a preliminary analysis on the 2017 and 2019 SLF bonds. They have determined the $82 million deposit sufficient.
- **$26 million** to address immediate renovation needs and improve student experience campuswide. Based on our Facility Condition analysis, our Asset Management team has determined that elimination of most of the Priority 1-6 Projects is a value creating and expense reducing initiative that will improve the operating performance of the housing assets as well as provide near term improvement in the residential experience and pricing elasticity of those existing and in operation Projects.
- **$2.4 million** to demolish Douglas Keen and Hugh Poland Halls during Phase 1
- **$5 million** to WKU/SLF as a set aside to fund debt service on the $55 million in borrowing to renovate Normal and Regents Halls. The ~$55 million principal amount would be fully repaid at the Financial Closing of Phase II in Fall 2028 once Normal and Regents are renovated and securitized.
- **Project Surplus Cash to WKU: $430 million** in nominal cash over a 40-year term or $90 million on NPV basis
- **Non-Project Beds (now debt free) Net Operating Income of $20 million** in the first 2 years before Phase II reaches financial close. This significant free cash flow generated in just the first 2 years, alone provides additional liquidity to WKU for a variety of operational, cash management or interim Project purposes

Gilbane and our asset management team, Inwood, have sized the $26 million upfront renovation budget to address the immediate, priority needs of halls not slated to be demolished – summarized below. To complete the full scope of facility repairs and replacements, the work can be strategically phased and targeted for completion during semester breaks and summers.

Phase 1 - Key Project Stats			
Phase 1 New Project:	**Units**	**Beds**	**Rental Rates - Per Semester (Academic Year 25/26 $)**
1-Bedroom Single "Hotel"	77	77	$5,085
2-Bedroom Double Semi-Suite	230	920	$4,635
RA Single with bath	31	31	-
Staff Apts.	2	2	-
Total	**340**	**1,030**	
Project Cash Flow to WKU:			
WKU Retained Services Payment			$1,175 Per Occupied Bed
Nominal Retained Services Payments over Project Term			$230,614,041
Residual Cash Flow % to Western Kentucky University			100%
Nominal Residual Cash to Western Kentucky University			$430,622,908
NPV of Residual Cash at 5% Discount Rate			$90,938,350
Non-Project Bed Cash Flow to WKU:			
FYE 7/31/2027 Net Operating Income:			$9,703,897
FYE 7/31/2028 Net Operating Income:			$12,435,407

Addressing Upfront Renovation Scope

Task 1 will focus on critical infrastructure and life safety systems such as electrical upgrades, fire alarms, emergency generators, and security systems. Our plan also includes budget estimates in Phase 1 for coordinated design and aesthetic upgrades to common areas, circulation spaces and lounges which will further strengthen the housing system and provide an enhanced/consistent WKU 'Sense of Place'. Gilbane and our team will consult with WKU to establish a consistent, functional, adaptable and branded design framework which can be used throughout the campus to enhance how students live, work and play within WKU housing, even in common spaces that may have recently upgraded.

Task 2 would continue to address broad interior improvements and upgrades, consistent with Task 1, including flooring, painting, stairwell work, ADA upgrades, restrooms, HVAC systems, and elevator controls.

Finally, Task 3 would tackle exterior core and shell, site enhancements and hardscapes like roofing, drainage, pavement, signage, and accessibility features. By staging work, prioritizing subcontractors, coordinating specialized contractors, and phasing work with the semester breaks, projects can be efficiently executed within the desired timeframe while minimizing disruption and supporting efficient labor and resource coordination.

Hall	Category	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5	Priority 6	Total Approx Amt
Kentucky Apts.	MEP	$ -	$ -	$ -	$ 88,207	$ 299,674	$ 929,425	$ 1,317,306
Kentucky Apts.	Appearance	$ -	$ -	$ 2,925	$ -	$ 118,408	$ 66,774	$ 188,107
Kentucky Apts.	MEP	$ 8,401	$ 33,499	$ 3,173	$ -	$ 238,057	$ 2,244,553	$ 2,527,683
Kentucky Apts.	Appearance	$ 84,920	$ 84,920	$ 546,406	$ -	$ 43,053	$ -	$ 759,299
Bates Runner Hall	MEP	$ 305,841	$ -	$ 130,851	$ 6,751	$ 205,559	$ 2,260,185	$ 2,909,187
Bates Runner Hall	Appearance	$ -	$ -	$ 46,556	$ 123,906	$ 10,138	$ 21,289	$ 201,889
Gilbert Hall	MEP	$ 1,784	$ -	$ -	$ -	$ -	$ -	$ 1,784
McCormack Hall	MEP	$ 11,706	$ -	$ -	$ -	$ -	$ -	$ 11,706
McLean Hall	MEP	$ 132,915	$ -	$ 47,676	$ -	$ 446,270	$ 2,097,080	$ 2,723,941
McLean Hall	Appearance	$ 36,579	$ 95,313	$ 2,591	$ -	$ 995	$ 130,929	$ 266,407
Meredith Hall	MEP	$ 606,563	$ 259,580	$ 59,281	$ 1,557	$ 22,729	$ 1,361,301	$ 2,311,011
Meredith Hall	Appearance	$ -	$ -	$ 198,273	$ -	$ 17,902	$ 269,871	$ 486,046
Munday Hall	MEP	$ 262,505	$ 34,225	$ 475,268	$ -	$ 287,379	$ 3,484,430	$ 4,543,807
Munday Hall	Appearance	$ -	$ -	$ 141,330	$ 181,250	$ 282,036	$ 223,474	$ 828,090
Rodes Harlin Hall	MEP	$ 1,551	$ -	$ -	$ -	$ -	$ -	$ 1,551
Southwest Hall	MEP	$ -	$ 25,139	$ 570,480	$ -	$ 280,632	$ 1,468,596	$ 2,344,847
Southwest Hall	Appearance	$ 16,997	$ -	$ 257,719	$ 527	$ 1,964,217	$ 234,754	$ 2,474,214
Zacharias Hall	MEP	$ 86,851	$ 10,892	$ 1,246	$ 1,250	$ 702,781	$ 928,891	$ 1,731,911
Zacharias Hall	Appearance	$ -	$ -	$ 64,845	$ -	$ 65,918	$ 254,427	$ 385,190
						Grand Total:		**$ 26,013,976**

We have summarized key assumptions and outputs of our Baseline Scenario for Phase 1 below along with a handful of sensitivities – variations on which we will continue to run throughout the pre-development process to ensure the scope and structure of this Project is optimized to meet WKU's needs. We want your input and want to make the optimal financial structuring assumptions that best align with your desired short term and long-term objectives.

A description of key pro forma assumptions is included below:

- Based on feedback during our workshop, we have incorporated the historical melt rate into our occupancy assumption, roughly equal to an annualized 92.5% occupancy. **If the Project achieves 95% occupancy, this will result in a $46m increase in nominal cash to WKU or $16m on an NPV basis**
- The Project will be fully funded with low-cost Senior Tax-Exempt Project Revenue bonds – nonrecourse to WKU with no Subordinate Bonds, or additional leverage assumed in our Baseline scenario.
- Our Phase 1 Pro Forma assumes a 24-month construction and demolition schedule to support the 1,030 new project beds with delivery in Fall 2028
- Rental Rates are in line with the current Academic Year '25/'26 rates for Center Hall with a nominal 5% premium applied
  - *Given the resilience of this model, there is room to adjust these rates as desired by WKU. There are strategies where rental rates could go up or down, based on how WKU desires to position housing across campus. It goes without saying that any move one way or another has an impact, but several that could have significant upside for WKU.*

	Scenario Number	1
	Scenario Name	**Phase 1 - Baseline**
Project	Financial Close	1-Aug-26
	Project Delivery Date	31-Jul-28
	Construction Period	24 months
	# Beds in Project Financing	2,980 beds
	Stabilized Residential Occupancy	92.5%
	Senior Debt Loan Amount - $	$267,450,000
	Sr Debt Interest Rate (all in TIC as of 9/9/2025)	5.05%
	Min. DSCR	1.30x
	Bond Insurance Premium (Upfront)	$6,080,228
	Debt Repayment Term (all-in)	40 yrs
	Break-Even Residential Occupancy (1.00x DSCR)	68.1%
	Rental Rates - Per Semester (Academic Year 25/26 $)	
	New Project 1	
	1-Bedroom Single "Hotel"	$5,085
	2-Bedroom Double Semi-Suite	$4,635
	New Project 1 Premium (Discount) to Center Hall (Hyatt L	5.00%
Sources & Uses	**Sources and Uses Summary**	
	Senior Debt	$267,450,000
	Investment Earnings on Escrow	$7,498,884
	Total Available Sources - $	**$274,948,884**
	Total Hard Costs	$98,454,706
	Upfront Renovation Budget	$26,013,976
	Demolition Budget (per demo schedule)	$2,472,058
	Debt Defeasance (SLF Series 2017 & 2019)	$82,265,439
	WKU Project Reimbursement	$5,000,000
	Total Soft Costs	$21,858,757
	Debt Service Reserve Funding	$16,410,076
	Cap-I Funding	$10,987,605
	Cost of Issuance	$9,577,261
	Deposit to Operations Contingency Fund	$1,909,005
	Total Uses - $	**$274,948,884**
WKU	Senior Retained Services	-
	Subordinated Retained Services	$1,175 Per Occ. Bed
	Total WKU Residence Life Budget (Retained Services)	**$1,175 Per Occ. Bed**
	Nominal Retained Services Payments over Project Term	$230,614,041
	Residual Cash Flow % to Western Kentucky University	100.00%
	Nominal Residual Cash to Western Kentucky University	$430,622,908
	NPV of Residual Cash at 5% Discount Rate	$90,938,350

- All revenues and expenses are assumed to grow at 3% inflation for the purposes of marketing the financing (in line with tax-exempt market precedent)
- Cash flows include a deposit to a Repair and Replacement reserve at $165 / bed – a lender requirement
- Our approach to property management, maintenance, operations and asset management is detailed in the following section. For clarity, we have included a summary of what our pro forma operating expense budget includes in the Appendix.

We will continuously test assumptions and run project-level sensitivities through the pre-development process as we respond to changes in scope, the capital markets or WKU's needs.

- In addition to our Baseline Scenario, we have included Scenario 2, which makes a portion of the WKU Retained Services Payment senior. If desired by WKU, there is "room" in the Project's coverage profile to do this, however, it may put more constraints on operations as the Project will covenant to achieve a 1.20x DSCR with bondholders and rating agency, but we can continue to explore this option in the context of other model sensitivities
- Scenario 3 is exploring potentially lowering rental rates if the Project's cost of capital is lowered. A 10 bps decrease could translate into ~6% lower rental rates.

Whether WKU wants to explore and test certain support provisions during pre-dev, these scenarios demonstrate the resiliency and adaptability of our modeled approach. If during pre-development the phasing plan changes, we can resolve our Phase 1 to securitize different halls, allowing the Project to remain feasible.

	Scenario Number	1	2	3
	Scenario Name	**Phase 1 - Baseline**	**Phase 1 - Senior Retained Services**	**Interest Rates 20 bps lower**
Project	Financial Close	1-Aug-26	1-Aug-26	1-Aug-26
	Project Delivery Date	31-Jul-28	31-Jul-28	31-Jul-28
	Construction Period	24 months	24 months	24 months
	# Beds in Project Financing	2,980 beds	2,980 beds	2,980 beds
	Stabilized Residential Occupancy	92.5%	92.5%	92.5%
	Senior Debt Loan Amount - $	$267,450,000	$262,250,000	$259,510,000
	Sr Debt Interest Rate (all in TIC as of 9/9/2025)	5.05%	5.05%	4.85%
	Min. DSCR	1.30x	1.22x	1.30x
	Bond Insurance Premium (Upfront)	$6,080,228	$5,960,788	$5,890,916
	Debt Repayment Term (all-in)	40 yrs	40 yrs	40 yrs
	Break-Even Residential Occupancy (1.00x DSCR)	68.1%	72.7%	68.4%
	Rental Rates - Per Semester (Academic Year 25/26 $)			
	New Project 1			
	1-Bedroom Single "Hotel"	$5,085	$4,865	$4,600
	2-Bedroom Double Semi-Suite	$4,635	$4,415	$4,150
	New Project 1 Premium (Discount) to Center Hall (Hyatt Lease)	5.00%	0.00%	*(5.99%)*
Sources & Uses	**Sources and Uses Summary**			
	Senior Debt	$267,450,000	$262,250,000	$259,510,000
	Investment Earnings on Escrow	$7,498,884	$7,468,781	$7,353,347
	Total Available Sources - $	**$274,948,884**	**$269,718,781**	**$266,863,347**
	Total Hard Costs	$98,454,706	$98,454,706	$98,454,706
	Upfront Renovation Budget	$26,013,976	$26,013,976	$26,013,976
	Demolition Budget (per demo schedule)	$2,472,058	$2,472,058	$2,472,058
	Debt Defeasance (SLF Series 2017 & 2019)	$82,265,439	$82,265,439	$82,265,439
	WKU Project Reimbursement	$5,000,000	-	-
	Total Soft Costs	$21,858,757	$21,858,757	$21,858,757
	Debt Service Reserve Funding	$16,410,076	$16,078,228	$15,482,405
	Cap-I Funding	$10,987,605	$10,915,144	$9,146,990
	Cost of Issuance	$9,577,261	$9,468,840	$9,267,753
	Deposit to Operations Contingency Fund	$1,909,005	$2,191,632	$1,901,263
	Total Uses - $	**$274,948,884**	**$269,718,781**	**$266,863,347**
WKU	Senior Retained Services	-	$380 Per Occ. Bed	-
	Subordinated Retained Services	$1,175 Per Occ. Bed	$795 Per Occ. Bed	$1,175 Per Occ. Bed
	Total WKU Residence Life Budget (Retained Services)	**$1,175 Per Occ. Bed**	**$1,175 Per Occ. Bed**	**$1,175 Per Occ. Bed**
	Nominal Retained Services Payments over Project Term	$230,614,041	$230,614,041	$230,614,041
	Residual Cash Flow % to Western Kentucky University	100.00%	100.00%	100.00%
	Nominal Residual Cash to Western Kentucky University	$430,622,908	$409,788,489	$390,359,133
	NPV of Residual Cash at 5% Discount Rate	$90,938,350	$85,253,217	$80,557,713

This financing approach balances immediate impact with long-term sustainability. By securitizing only the beds needed for Phase 1, WKU gains new housing, clears legacy debt, funds critical renovations, and preserves flexibility for future phases, all while keeping non-Project beds debt free and cash flowing directly to the University. The result is a model that delivers affordability, protects institutional balance sheet strength, and supports a system-wide renewal strategy.

We will continue to test assumptions and run sensitivities throughout pre-development, ensuring the model adapts to changes in scope, market conditions, or WKU's evolving priorities. Whether exploring adjustments to retained service payments, evaluating covenant structures, or testing lower rental rates as capital costs improve, our approach remains resilient and collaborative. With this flexibility and transparency, WKU can move forward with confidence that Phase 1 will deliver on its promise while laying the foundation for long-term success.

Budget

We developed this initial budget in coordination with MMA and BRBI drawing upon recent collaborations on similar campus projects as well as BRBI's deep understanding of Kentucky subcontractor market. We understand WKU's priorities of delivering a high-quality residential living environment while maintaining student affordability, and we are confident that this budget achieves both.

This estimate has been prepared based on our experience with comparable student housing projects, and current market conditions. As a result, we feel confident that the figures presented here represent a reliable and achievable budget. WKU can proceed with confidence knowing this estimate provides a strong level of certainty.

Equally important, the budget fully encompasses the complete scope of work identified in our comprehensive Phase 1 financing plan. Every program requirement and project element has been carefully addressed, ensuring the final product will exceed the university's expectations.

Our approach emphasizes transparency and partnership. From pre-development through operations, we will maintain open communication with the WKU team to ensure the budget, scope, and project vision remain fully aligned. We will provide WKU with structured review milestones with WKU approvals at Concept, Schematic, Design Development, and Construction Documents, including drawings, specifications, and cost updates. These reviews ensure clear opportunities for the University and project stakeholders to confirm alignment between the progressing design to the next stage.

Our team's extensive experience managing these checkpoints allows us to anticipate challenges, resolve them early, and keep budget and scope synchronized. This disciplined approach provides WKU with added assurance that the budget presented here is dependable and responsive to the University's needs.

The Project Assumptions Worksheet can be found in the Appendix.

Budget

	Phase 1 Project Budget	
Hard Costs		Notes
1 - General Conditions	$4,729,263	General Requirements
2 - Existing Conditions	$3,345,966	DIV added for clarity
3 - Concrete	$4,733,318	
4 - Masonry	$5,647,338	
5 - Metals	$14,844,664	
6 - Woods, Plastics, Composites	$1,175,169	
7 - Thermal & Moisture Protection	$4,406,882	
8 - Openings	$5,524,925	
9 - Finishes	$6,226,761	
10 - Specialties (including signage)	$897,698	
11- Equipment	$2,285,050	DIV added for clarity
12- Furnishings	$3,019,530	DIV added for clarity
14 - Conveying Equipment	$1,118,042	
21 - Fire Suppression	$1,550,570	
22 - Plumbing	$5,728,947	
23 - HVAC	$7,222,390	
26 - Electrical	$8,454,685	
27/28 - Low Voltage, Cable, & Infrastructure	$367,240	Communications/ Electronic Safety & Security
31 - Earthwork		
32 - Exterior Improvements & Landscaping		
33 - Utilities		
34 - General Liability		
Builders Risk Insurance	$1,250,000	
Workers Compensation		Title, Property and General Liability included in soft costs
Subcontractor P&P / Subcontractor Default Insurance	$481,103	
GC Contingency	$1,525,569	
GC Fee	$3,051,138	
Performance Bond		N/A - Gilbane has executed transactions in the tax-exempt market using Subcontractor-provided P&P bonds and SDI resulting in project savings
Design Contingency	$3,813,922	
Total Cost of Work (CSI 3 - 34)	$73,203,211	
Hard Costs Total	$91,400,172	
Hard Cost per SF	$320.09	
Hard Cost per Bed	$88,738	
Soft Costs		
A&E Fees	$6,070,000	
Unit FF&E	$1,420,882	
Common space FF&E	$650,000	
Network & Security FF&E	$1,053,500	Includes unit locks
Permits and Fees	$780,000	
Geotech/Survey/Environmental/Testing	$395,000	Testing & Surveys, Environmental, Site Survey, Traffic Study
LEED / Commissioning	$100,000	
Capitalized Operations & Marketing	$605,000	Market Study, Advisory, Marketing, G&A
Developer Contingency	$8,304,534	Inclusive of escalation and 5% developer hard cost contingency
Developer Fee	$5,296,268	3.75% of stipulated sum (excluding amount of defeasance)
Deferred Development Fee	$1,000,000	paid at close out
Construction Management Fee	$1,269,407	
Insurance & Liability	$525,000	Title Insurance & Property & General Liability
Developer Reimbursables	$717,700	Travel, Admin Fee on Pre-Dev Capital, includes contingency for predevelopment and other G&A
Legal & Professional Services	$726,000	Includes developer legal, construction monitor (for Borrower) and title fees
Soft Costs Total	$28,913,292	
Financing Costs		
Cost of Issuance	$3,497,032	Customary with precedent 501c3 transactions
Bond Insurance - Upfront Premium	$6,080,228	Paid at close to obtain insurance on Project bonds - we will continue to evaluate if this is feasible
Debt Service Reserve Fund	$16,410,076	lender-required - 12 months of annual debt service
Capitalized Interest	$10,987,605	lender-required - construction + 6 month tail
Deposit to Operations Contingency Fund	$1,909,005	lender-required - can be funded from cash flow if needed
Total Financing Costs	$38,883,948	
Total Use of Funds	$159,197,411	
Debt Defeasance (SLF Series 2017 & 2019)	$82,265,439	Based on RBC defeasance analysis - will fund principal and interest before Debt is callable
Upfront Renovation Budget	$26,013,976	
Upfront Demolition Budget	$2,472,058	
Debt Service Fund for expected Normal/Regents Debt	$5,000,000	Paid to WKU as set aside to fund principal and interest payments on Normal/Regents debt until Phase 2
Project Total Use of Funds	$274,948,884	

Predevelopment Budget

	Month / Year	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	TOTAL ($)
	ANTICIPATED CLOSING:										X	
	Geotechnical Survey	-	-	-	$25,000	-	-	-	-	-	-	$25,000
	Environmental Phase I + Phase 2	-	-	$15,000	$15,000	-	-	-	-	-	-	$30,000
	GDCo Legal Fees- Pre-Closing	-	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	-	$40,000
	Market Study	-	-	$20,000	-	-	-	-	$10,000	-	-	$30,000
	Marketing and Leasing/Branding	-	-	-	-	-	-	-	$50,000	$25,000	-	$75,000
	G&A Costs/Project Mgmt	-	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$45,000
	Travel / Reimbursable Costs	-	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$45,000
	Total Due Diligence, Finance & Other Costs	**-**	**$15,000**	**$50,000**	**$55,000**	**$15,000**	**$15,000**	**$15,000**	**$75,000**	**$40,000**	**$10,000**	**$290,000**
Pre-Co	Programming & Conceptual Design	-	$250,000	$400,000	$200,000	$200,000	$650,000	$650,000	$675,000	$675,000	$300,000	$4,000,000
	Construction Monitor	-	-	-	-	-	-	$10,000	$10,000	$10,000	$10,000	$40,000
	Total Design & Pre-Construction	**-**	**$250,000**	**$400,000**	**$200,000**	**$200,000**	**$650,000**	**$660,000**	**$685,000**	**$685,000**	**$310,000**	**$4,040,000**
	Interest in Pre-Developmnet Expenses	-	$18,550	$31,500	$17,850	$15,050	$46,550	$47,250	$53,200	$50,750	$22,400	$303,100
	Contingency	-	$18,550	$31,500	$17,850	$15,050	$46,550	$47,250	$53,200	$50,750	$22,400	$303,100
	Total Financing Costs & Contingency	**-**	**$37,100**	**$63,000**	**$35,700**	**$30,100**	**$93,100**	**$94,500**	**$106,400**	**$101,500**	**$44,800**	**$606,200**
	TOTAL PDA COSTS (MONTHLY)	**-**	**$302,100**	**$513,000**	**$290,700**	**$245,100**	**$758,100**	**$769,500**	**$866,400**	**$826,500**	**$364,800**	**$4,936,200**
	TOTAL PDA COSTS (CUMULATIVE)	**-**	**$302,100**	**$815,100**	**$1,105,800**	**$1,350,900**	**$2,109,000**	**$2,878,500**	**$3,744,900**	**$4,571,400**	**$4,936,200**	

The Pre-Development Budget has been drafted based on our extensive experience leading similar university housing projects. It accurately reflects the due diligence necessary for entitlements, permitting, design coordination, and early-stage financing. This budget will serve as a foundation for refining design, construction costs, and finalizing financing strategies in collaboration with WKU. This pre-development budget is the keystone for a strong starting point of a successful and smooth project delivery. Gilbane's approach to Pre-Development spend is to share all gross Pre-development expenses, however upon award, our Gilbane team will negotiate a "deferred" cost component where MMA will agree to perform all Pre-development work at a reduced cash exposure risk for Gilbane and WKU. It should also be noted that Gilbane has never closed a Project that utilized the full Pre-Development budgeted spend, including the use of "any" of the Contingency allowance.

Our team's approach to risk sharing is rooted in the principles of a real alignment of interests. Our team, bolstered by its recent local Kentucky experience, uniquely understands the potential challenges and risks that may present themselves during the Project's pre-development phase and will apply lessons learned from other area projects to ensure equitable allocation of risk between WKU and the Project development team.

While we are open to considering any number of risk-sharing structures under a Predevelopment Agreement, our P3 projects typically share risk in the following manner:

- 100% reimbursement of incurred pre-development costs (plus interest on out-of-pocket costs) to Developer from University for an uncured University default or University termination for convenience
- 0% reimbursement of incurred pre-development costs to Developer from University for a Developer default or Developer termination for convenience
- 50% reimbursement from University to Developer for all pre-development costs incurred in the event of an inability to close the Project due external market forces with both Developer and University operating in good faith

As noted, the Gilbane team is open to alternative risk sharing structures, such as tiered or milestone-based risk sharing, should WKU wish to further explore such options.

Seamless Transition to Operations

Gilbane's project management approach is grounded in proactive planning, transparent communication, and accountability. We implement a structured yet adaptable framework that supports seamless transitions across all phases — from predevelopment through design, construction, and occupancy. WKU will benefit from a single point of accountability while also drawing on the collective expertise of Gilbane, Inwood, and our design and financial partners.

Dedicated Transition Coordinator

To ensure a smooth handoff into operations, Gilbane will assign a Transition Coordinator (TC) who begins work well before substantial completion. The TC acts as the bridge between construction closeout and operational readiness, aligning WKU Housing & Residence Life, facilities staff, and contractors around a common move-in plan. Responsibilities include:

- Coordinating with Residential Life on RA training, community standards, and move-in logistics.
- Managing commissioning of all systems (HVAC, IT, life safety, lighting) to verify performance.
- Delivering closeout documentation: as-built drawings, warranties, operations manuals, and preventive maintenance schedules.
- Ensuring building systems and portals (access control, energy monitoring, resident portals) are fully integrated and tested before students arrive.

Early Onboarding & Training

Key Inwood staff — including the Director, Assistant Director, and Maintenance/Housekeeping Leads — will be onboarded 60–90 days before opening, with the full team in place 30–45 days in advance. Staff will job-shadow WKU personnel, attend training sessions, and participate in commissioning to ensure readiness. Training will cover system operations, troubleshooting, escalation protocols, and preventive maintenance.

Commissioning & Operational Setup

Gilbane conducts comprehensive commissioning to ensure systems perform reliably from day one. At the same time, the TC verifies all utilities (water, power, internet, waste services) are active and functional. Resident portals and service systems are tested to handle rent payments, work orders, and amenity reservations seamlessly.

Post-Occupancy Support

Gilbane/Inwood remains engaged well beyond opening day. Our team manages warranty items, monitors work-order response times, and provides post-occupancy support during the initial semester to resolve issues quickly. Quarterly reports to the Management Review Committee (MRC) ensure WKU has visibility into performance, service standards, and student satisfaction.

Team Member Spotlight

Mark Miller, Director of Operations at Inwood Management, brings over 26 years of facility management experience across 19 states and 37,000 beds. His leadership ensures seamless integration between Gilbane and WKU's residential operations. In his career, Mark has helped successfully deliver and operate over 21,000 student housing P3 beds. Known for strategic planning and strong partnerships, Mark just "gets it."

Operations, Maintenance, and Asset Management

As WKU considers its long-term housing transformation, one potential path forward is to entrust the operations and maintenance (O&M) responsibilities to Inwood Management, Gilbane's integrated on-campus facility management arm. Gilbane/Inwood will collaborate closely with WKU's Housing and Residence Life teams throughout the planning, design, transition, and operations phases to ensure a seamless integration with campus life. Our team brings expertise in resident services, safety protocols, preventive maintenance, scheduling move-in logistics, and customer service, while remaining in alignment with WKU's culture and expectations.

With Gilbane's experience on over 320 college campuses and a total of $11.8 billion in student housing development, supported by a leadership team with 45+ years of housing operations experience across 62 campuses and more than 50,000 beds, we have managed a wide range of student housing systems nationwide. Our intention is not to dictate how WKU manages its housing; rather, it is to leverage our extensive O&M expertise to collaborate with the University in ways that protect affordability, preserve assets, and elevate the student experience.

Acknowledgment of WKU's Retained Controls

We recognize and fully support WKU's decision to retain direct control of:

- Room assignments
- Billing and collections
- Marketing and leasing communications
- Residential life programming

This ensures WKU maintains decision making authority over the student experience and institutional values, while Gilbane/Inwood focuses on physical operations, asset management, and long-term sustainability. Our shared governance model, through a Management Review Committee (MRC) with equal WKU representation, guarantees transparency and flexibility, and allows the relationship to adapt over time.

Proposed Management Review Committee Structure for WKU Partnership

Comprehensive Facility Maintenance

Maintaining the physical integrity of housing facilities is central to student safety and satisfaction. Gilbane/Inwood brings a student-centered approach anchored in transparency, accountability, and innovation. *Annual Property Condition Assessments (PCAs) provide a scored baseline that informs budgeting and planning, while ensuring Inwood remains accountable for housing quality through clear, measurable KPIs.*

- **CMMS Platform:** A Computerized Maintenance Management System will track inspections, work orders, and preventive maintenance in real time, enhancing visibility and data-driven decision-making
- **Service Standards:** KPIs will be established with WKU for responsiveness and facility condition, verified through APPA-aligned inspections and third-party audits.
- **Responsive Repairs:** Standard work orders resolved in <24 hours; emergencies covered by 24/7 on-call technicians trained to minimize disruption.
- **Preventive Maintenance:** Routine inspections and seasonal service programs to extend asset life and stabilize costs.
- **Resident Satisfaction:** The student experience is shaped not just by the physical environment, but by the responsiveness and professionalism of the customer service team. Inwood would be responsible for operating a 24/7 service platform with defined service level agreements (SLAs) for response and resolution times.

  WKU and Inwood would collaborate on biannual resident satisfaction surveys to guarantee that service delivery remains student-focused. The results would be reviewed jointly, with corrective action plans developed as needed. Importantly, WKU would retain a role in overseeing resident experience initiatives, ensuring that the housing environment remains aligned with the university's values and responsive to student needs.

  Another aspect of service delivery involves partnerships with departments that support the student experience and allow for collaboration beyond the walls and roof of the residence hall. Mental health and connection efforts, student-led organizations, and collaboration with faculty are all examples of efforts that will support a more complete program of customer service and resident satisfaction.

Partnering with a Purpose at EMU

Gilbane proudly supported EMU's Move-In Days, lending a helping hand to welcome students and families to campus. Our team was on-site to assist with unloading, carrying, and creating a smooth transition into residence halls—demonstrating our commitment to community engagement and student success.

Click here to watch Gilbane in action during EMU's 2024 move-in!

That same commitment translated into measurable results. Between AY23-24 and AY24-25, student satisfaction with housing facilities rose by 11% (from 4.52 to 5.00 on a seven-point scale), with customer service from maintenance and housekeeping staff among the highest-rated areas. Inwood achieved 100% of project KPIs during this period and delivered 6.7% budget savings year-over-year by focusing on preventive maintenance and efficient staffing.

Lifecycle Asset Management & Capital Planning

Effective capital planning is crucial for the long-term sustainability of housing assets. Inwood will maintain a rolling 10-year capital reserve plan, presented annualy to the MRC, and contribute to a dedicated Capital Repair and Replacement (CR&R) fund, funded by the Project and subject to minimum balance requirements. All facilities will be required to be maintained at APPA Level 2 standards, ensuring a consistently high level of quality and reliability. Lifecycle cost modeling will be included in the annual budget planning process, and WKU will retain approval rights for major capital expenditures. This ensures that the facilities remain in excellent condition and that financial planning supports long-term viability- without additional capital burden on the University.

Capital Replacement and Repair Planning

Gilbane's approach to lifecycle and repair planning is focused on understanding and managing the changing value of facilities over time while ensuring efficiency, effectiveness, and high-quality service for students. Our long-term partnerships in higher education allow us to capture lifecycle considerations in the initial design, making decisions with WKU that balance "first costs" with "long costs" for best overall value.

The sample plan below illustrates how scheduled light, medium, and heavy renovations, along with eventual replacement, are funded through the project reserves to keep facilities modern and competitive across decades.

Sample: Long-term Repair and Replacement Plan (Funded by Project)

Facility Name	Year Built	# Beds	Year 0	Year 10	Year 20	Year 30	Year 40
Facility 1	1965	400	Heavy	Light	Medium	Replacement	
Facility 2	1972	250	Heavy	Light	Light	Replacement	
Facility 3	1995	900	Medium	Light	Heavy	Light	
Facility 4	2002	120	Light	Medium	Heavy	Light	
Facility 5	2023	500	New	Light	Light	Heavy	
Facility 6	2023	500	New	Light	Light	Heavy	

Light
$800 per Bed *(Today's Dollars)*

Paint, Appliances, Flooring, Fixtures, Landscaping, Décor

Medium
$1,600 per Bed *(Today's Dollars)*

Select Building Systems (Windows, HVAC, Furniture, Amenity Upgrades, Low Voltage and IT, Life Safety)

Heavy
$3,000 per Bed *(Today's Dollars)*

Comprehensive renovation of all interior spaces, exterior surfaces, and major building systems, including plumbing and electrical

Replacement
$20,000 per Bed *(Today's Dollars)*

Full re-development or gut re-development of project

Capital Reserves and Reinvestment

To protect WKU's housing system for the long term, Gilbane/Inwood establishes multiple reserves:

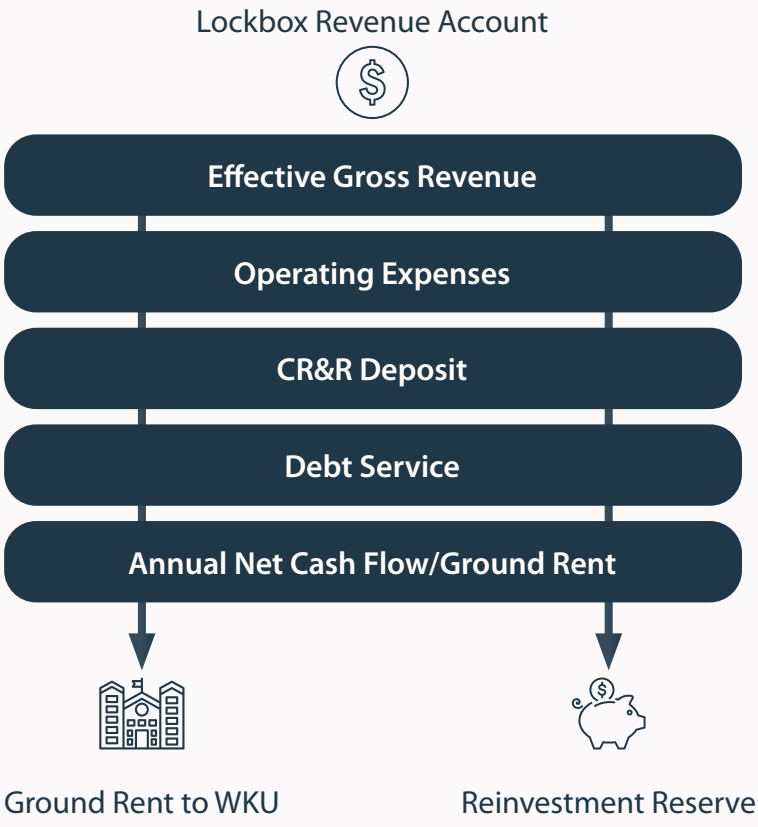
Operating Reserve: A lender reserve for unforeseen costs such as storms or utility spikes.

Capital Repair & Replacement (CR&R) Reserve: This lender required fund covers preventative maintenance, including equipment replacement and minor upgrades, and is funded at $165 per bed per annum. This fund is treated as an annual operating expense in the financial underwriting.

Long-Term Reinvestment Reserve: After funding CR&R from operating cash flows and debt service is paid, residual cash flow is available for other subordinated priorities and/or distributions to WKU in the form of ground rent and/or be deposited into the Reinvestment Reserve to maintain and keep the housing in the program modernized and in efficient operating condition. The amount to be deposited into the Reinvestment Reserve is a percentage to be determined with WKU based on program objectives and is currently modeled on an annual basis to meet the reinvestment needs of the program, while maximizing the ground rent payment to WKU.

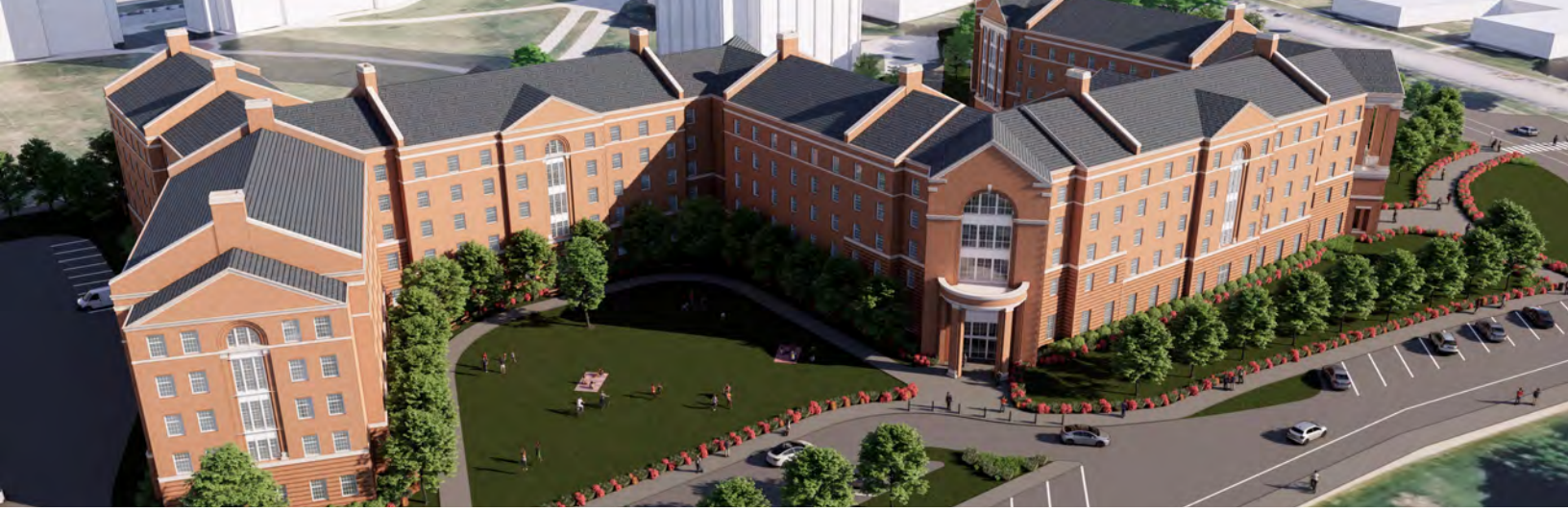
By taking a thoughtful, integrated approach to lifecycle planning and capital reinvestment, Gilbane/Inwood ensures that WKU's student housing will remain safe, modern, and affordable from opening day through the end of the partnership. These reserves and structured flows of funds protect the University against risk, guarantee timely reinvestment, and ensure the housing system remains a competitive asset for WKU students, all without requiring further capital burden from WKU.

Flow of Funds Diagram



This flow shows how revenue is prioritized: operating expenses and reserves come first, then debt service, with remaining cash flow distributed as ground rent to WKU or placed in the Reinvestment Reserve for long-term improvements.

Long-Term Partnership Approach



Section 3

Long Term Partnership Approach

How your team is best equipped to be a long-term partner for the University in optimizing the student housing system. What strategies have you utilized on other campuses?

Partnering with WKU is not about delivering a single project but creating a long-term framework that ensures housing remains affordable, adaptable, and aligned with the institution's mission. Gilbane's 155-year history as a family-owned developer, builder, and operator demonstrates our financial stability and dedication to long-term relationships. We assume the risk, invest the resources, and bring the expertise needed to optimize WKU's housing system over decades—not just through a single transaction.

Risk Assumed, Certainty Delivered

Turnkey Development Structure

Gilbane proposes a Turnkey Development structure with a stipulated sum budget, which shifts cost and delivery risk away from WKU and onto Gilbane. Under this structure, any cost overruns or unforeseen expenses—unless caused by a University directive—are covered by Gilbane. We guarantee both the budget and the delivery date, backed by a robust security package including:

- Parent guaranty from Gilbane
- Material subcontractor payment and performance bonds
- Comprehensive insurance coverage
- Liquidated damage provisions

This commitment provides WKU with certainty regarding actual cost and delivery, freeing the University to focus on its mission of serving students.

Why it Matters for WKU

In traditional P3 structures, general contractors often manage budget risks through inflated Guaranteed Maximum Prices (GMPs) and allowances, frequently resulting in change orders and cost overruns that fall back on the institution. By contrast, Gilbane's turnkey model ensures accountability rests with us. This translates into fewer unknowns, fewer change orders, and more predictable long-term outcomes—protecting WKU's financial stability and ensuring student affordability.

Turnkey Development Difference

Turnkey Development
Key Advantages

- ☑ **Defined & Designed Scope**
  Reduces uncertainty and cost risk
- ☑ **Lower Total Development Cost**
  Better cost control from the outset
- ☑ **Advanced Buyout**
  Locks in pricing earlier, reducing exposure
- ☑ **Developer Guarantee**
  Budget and risk are owned and managed by the developer
- ☑ **Single Point of Accountability**
  Streamlined decision-making and execution
- ☑ **Limited Change Orders**
  Only for partner-requested changes or developer errors
- ☑ **Risk-Focused Expertise**
  Developer actively manages and mitigates risk

Driving 20% Greater Project Efficiency at Close

Developer-led GMP
Common Challenges

- ⚠ **Defined & Designed Scope**
  Reduces uncertainty and cost risk
- ⚠ **Undefined Scope & Allowances**
  Leads to cost overruns and change orders
- ⚠ **Multiple Stakeholders**
  Diluted accountability and poor risk mitigation
- ⚠ **Contractor Exposure**
  Drives up contingencies and total cost
- ⚠ **Less Developer Control**
  Reduced influence over project outcomes
- ⚠ **Contingency-Heavy Budgeting**
  Inflated costs to cover unknowns

Holistic and Phased System Planning

Gilbane has demonstrated leadership in complex, multi-phase programs that go beyond one-off projects to transform entire housing systems. Our work at Eastern Michigan University and the University of Idaho illustrates how phased, strategic planning can modernize housing portfolios, integrate renovations with new construction, and align financial models to support institutional goals. We have elaborated on those project case studies below.

This approach is particularly well-suited to WKU, where the long-term optimization of housing will require:

- Addressing aging facilities while adding modern options
- Adapting to enrollment trends and changing student preferences
- Creating sustainable, efficient communities that reduce operating costs
- Sequencing projects to minimize disruption and manage capital flow

Integrated Partner Across the Life Cycle

Gilbane is uniquely positioned to serve WKU as a single, integrated partner—developer, builder, and long-term operator. This eliminates the complexity of multiple vendors with differing incentives and ensures:

- **Clear accountability:** all services and decisions begin and end with Gilbane
- **Alignment of interests:** one partner invested in both immediate delivery and long-term operations
- **Continuity of knowledge:** from design through decades of property management

This integration guarantees that WKU's housing system is delivered and sustainably managed, supporting long-term performance, affordability, and student satisfaction.

From day one, Gilbane embeds the expertise of our wholly owned subsidiary, Inwood Management, to ensure facilities are designed for efficient long-term maintenance and seamless integration with WKU's housing and residence life. Inwood's proven service models prioritize student satisfaction and asset longevity, creating the continuity needed for WKU's housing system to be delivered, operated, and sustained as one integrated partnership.

Phased Renewal for Enrollment Alignment

University of Idaho

Gilbane and Rocky Mountain Companies partnered with the University of Idaho under a $162.8M Master Development Agreement to deliver a multi-phase housing transformation. The initiative redevelops South Hill, Elmwood Apartments, Wallace Residence Center, Theophilus Residence Building, and family housing apartments, creating 2,503 new beds while replacing outdated facilities.

To reduce schedule risk, ***Gilbane advanced $30M of construction ahead of financial close through interim construction agreements,*** reopening three renovated Towers floors after just a three-month schedule. Delivered in phases, the program aligns housing supply with enrollment growth and positions the University for future upgrades, including dining, parking, and new undergraduate housing.

Financed with competitive tax-exempt bonds structured by RBC Capital Markets, the project ensures affordability while lifecycle reserves provide long-term reinvestment capacity. Beyond campus, the initiative is projected to generate over $3B in economic impact for Moscow and the surrounding region.

Commitment to Affordability and Student Success

Gilbane's experience with hundreds of campus housing projects has underscored a fundamental truth: affordability is central to access, retention, and student success. We employ several strategies to ensure affordability without compromising quality:

1. **Time = Money:** From the moment of award, our Design-Build team is laser-focused on schedule discipline, coordinating design stages, approvals, and financial close. Early work packages, early procurement, and disciplined scheduling lock in costs and prevent escalation. These practices not only avoid slippage but also create a competitive environment for trade contractors, ensuring WKU receives the best value.
2. **Best Value Design:** In addition to meeting the standards outlined in the RFP, we work collaboratively with our partners to evaluate alternatives that may reduce costs by 5–15% while maintaining student experience. These proposals are always reviewed and approved by the University. Often invisible to students, they shift long-term maintenance risk to Gilbane and optimize lifecycle performance choices such as carpet vs. tile, PEX vs. PVC, or cast iron vs. aluminum have a significant impact on long-term affordability.
3. **Soft Costs Matter Too:** While managing hard costs is always a priority, controlling soft costs is equally critical to affordability. Many soft costs scale as a percentage of construction value, and if left unchecked, can inflate project budgets unnecessarily. Gilbane employs proven strategies to mitigate these impacts, including replacing large, all-encompassing developer or contractor profit and overhead markups with targeted subcontractor bonds for major trades. Bonding the entire project or low-risk scopes often wastes resources—our approach focuses protection where it is needed most, ensuring efficiency without compromising security.

These strategies have delivered measurable savings at Eastern Michigan, Purdue Fort Wayne, Palm Beach Atlantic, and the University of Idaho—savings that have translated directly into more affordable rents for students. Affordability extends beyond initial construction. Through disciplined lifecycle maintenance and capital reserve planning, we ensure WKU's housing remains high-quality and competitive without burdening future students with deferred maintenance costs. At Eastern Michigan University, for example, our O&M team implemented preventive maintenance protocols that extended the life of major building systems while keeping rents stable.

To further strengthen affordability and access, *Gilbane is also committing a $500,000 endowed housing scholarship over the first 20 years of the Project. This fund, allocated at approximately $25,000 annually, will provide direct housing support to WKU students—helping those in need of small-dollar emergency assistance as well as larger merit- or need-based awards.* By reducing the financial barriers that can stand in the way of persistence and graduation, this scholarship underscores our belief that housing is a foundation for student success.

Proven Outcomes, Long-Term Alignment

Our long-term success as a partner comes from more than financial stability or technical expertise—it comes from our commitment to building housing systems that work for universities and students alike. By combining:

- Risk assumption through turnkey development
- System-wide, phased planning
- Integrated development, construction, and operations
- Affordability strategies focused on student success

Gilbane ensures WKU's housing system is modernized today and remains competitive, affordable, and adaptable well into the future. Our long-term partnerships succeed because they go beyond financing and construction. By combining risk assumption, phased system planning, integrated development, and student-focused O&M, we provide universities with housing systems that remain affordable, sustainable, and aligned with institutional goals for decades.***One Partner. One Gilbane. One long-term commitment to WKU.***

System-Wide Modernization & Operations Excellence

Eastern Michigan University

Gilbane led a comprehensive plan to modernize EMU's entire housing portfolio, renovating 2,463 beds, constructing 700 new ones, and demolishing 1,500 obsolete beds. The program was sequenced to keep housing online and supported by a 50-year utility P3 that reduced costs and created a $90M reinvestment fund.

At EMU, our operations team also demonstrated the power of performance metrics in driving service excellence. Between 2024 and 2025, EMU achieved an ***11% increase in total weighted average student satisfaction***, with major gains in building cleanliness, timeliness of work order completion, and customer service.

This data-informed approach shows how continuous improvement in facilities management can deliver tangible results for students while protecting long-term asset value. **For WKU, the EMU model illustrates how integrated housing and infrastructure planning, paired with transparent performance metrics, can achieve affordability, sustainability, and measurable student success at scale.**

What innovative solutions would you offer to provide a seamless transformation of the housing system from both a development and operations standpoint?

Innovative Solutions for Seamless Transformation of WKU's Housing System

Gilbane aims to provide a seamless, innovative transformation of WKU's housing system that minimizes disruption, accelerates delivery, and elevates operations and the student experience. Our approach blends innovative development and design strategies with proven, forward-thinking operational solutions to ensure WKU's housing portfolio is optimized for today and sustained for decades.

Innovative Development and Design Solutions

100-Day Plan Framework

We employ a structured 100-day plan that integrates all customary WKU design reviews and approvals while aligning with the University's processes. This ensures continuity with WKU's standards and avoids disruption, accelerating approvals and clarifying decision points to maintain the Fall 2028 delivery schedule.

"With You, Not For You" Approach

Our goal is collaboration, not substitution. Gilbane acts as a force multiplier for WKU—handling the heavy lifting in design development, packaging reviews, and managing pace—while ensuring WKU stakeholders remain fully engaged and empowered throughout the process.

Continuity of Leadership Across Vertical

Unlike typical P3 structures, where teams shift across phases, the same Gilbane leaders in Development, Finance, Project Management, Construction, and Operations will remain involved throughout the project. This eliminates handoffs, maintains accountability, and preserves institutional knowledge.

Capital Equation Solutions

We prioritize solving the capital equation, working with WKU to determine how much funding can be raised upfront, then maximizing project scope within that framework. Our experience balancing financing, design, and construction ensures WKU receives the highest value for every dollar invested. As part of this approach, CenTrio brings innovative utility monetization strategies that can unlock reinvestment capacity while lowering long-term energy costs, demonstrating how integrated housing and infrastructure solutions can deliver greater value across the campus system. A conceptual approach to utility infrastructure scope and monetization is included in the Appendix for WKU's review.

Innovative Operational Solutions

Full-Scope Operational Integration

Gilbane and our property management teams at Inwood and Eastaway Management manage a diverse $3B portfolio spanning student housing, market-rate apartments, affordable housing, hospitality, and more. Unlike traditional managers, our role is not "property management only" but full campus integration—embedding our team as an extension of WKU's housing operations.

Early Staff Onboarding & Job Shadowing

To ensure a seamless transition, we bring on key staff (Director, Assistant Director, Maintenance and Housekeeping Leads) 60–90 days before transition, with the whole team onboarded 30–45 days before. This allows for job shadowing, orientation, and direct integration with WKU operations prior to go-live. Few providers commit this level of early investment.

Tailored Staffing Plans & Budgets

Our staffing approach is not one-size-fits-all. We will collaborate with WKU to share and review staffing plans, budgets, and hiring practices, ensuring alignment with campus needs, quality of candidates, and timing of hires.

Shared Governance Model

Gilbane establishes a Management Review Committee (MRC) with equal WKU representation to review budgets, rental rates, policies, and capital plans. Unlike traditional outsourced housing management, this innovative governance model ensures WKU retains a strong voice in all operational and financial decisions.

Performance You Can Measure

At WKU, performance won't just be promised—it will be measured.

✓ **Quarterly Property Condition Assessments**
Maintained at APPA Level 2 standards to protect quality.

✓ **Biannual Student Satisfaction Surveys**
Direct feedback loop to guide service improvements.

✓ **Defined Service Work Orders**
Emergencies: response within 1 hour, resolved within 24 hours.
Urgent requests: completed within 24 hours.
Routine: resolved within 5–10 days depending on priority.

✓ **Incentive Fees Tied to KPIs**
Earned only when standards for responsiveness, resident satisfaction, and financial performance are met.

At EMU, facilities staff participate in hands-on training focused on safety, responsiveness, and building care—reinforcing accountability and supporting student satisfaction.

Lifecycle & Long-Term Asset Innovations

Data-Driven Lifecycle Maintenance

Gilbane manages assets for both immediate performance and long-term sustainability. Our Facility Managers conduct quarterly building inspections with condition scores that feed into lifecycle budgets and plans for year 5 through year 25 and beyond. This proactive model prevents deferred maintenance, optimizes costs, and ensures facilities remain competitive for decades. These inspections and resulting plans directly inform the KPIs against which our performance is measured.

Asset Management & Continuous Improvement

Our Asset Management team analyzes operational performance and expense histories to refine processes, identify efficiencies, and recommend updates. This creates a feedback loop of innovation that consistently enhances operations, sustainability, and student satisfaction. Performance against these KPIs drives incentive fees, which are earned only when measurable goals—such as responsiveness, resident satisfaction, and financial benchmarks—are met.

Long-Term Alignment of Incentives

As both an operator and long-term owner in many partnerships, Gilbane's incentives are aligned with WKU's success. We invest in ongoing asset renewal, strategic reinvestment, and lifecycle planning—ensuring the housing system opens and remains strong. Our incentive fee structure reinforces this alignment, as payments are tied to achieving and sustaining agreed-upon performance standards.

Minimizing Campus Disruption

Gilbane understands that large-scale transitions can raise concerns on campus. Our record demonstrates the opposite: the highest compliment we have received during a campus-wide transition was that, "contrary to expectations, it turned out to be just an ordinary day."

We achieve this by:

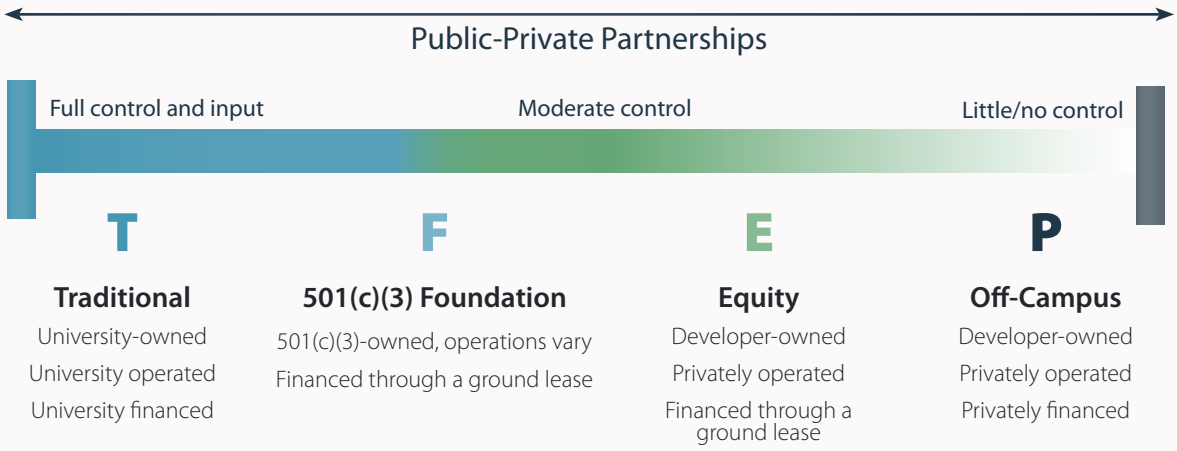
- Early, ongoing collaboration with WKU housing professionals and Gilbane/Inwood teams.
- Role matrix development, clearly defining and agreeing upon responsibilities.
- Transparent expectation setting—discussing non-negotiables, wants, and limitations openly.
- Focused service delivery—our teams dedicate resources solely to the P3 scope, unlike centralized university maintenance operations stretched thin by competing priorities.

What are the pros & cons of various financing and ownership structures to support implementation of this housing transformation? Discuss your team's approach to collaboratively evaluating options during the predevelopment phase.

Financing and Ownership Structures: Pros, Cons, and Collaborative Evaluation

Gilbane recognizes that financing and ownership structures are not one-size-fits-all. Each carries unique implications for cost of capital, university control, student affordability, and long-term value. For WKU, the critical objective is to secure a model that sustains affordability, maximizes control, maximizes scope, and delivers durable value. Our role as your partner is to present these options transparently, highlight their tradeoffs, and collaboratively select the structure that best aligns with WKU's mission.

P3 Spectrum of Control



As financing shifts from tax-exempt bonds toward equity, cost of capital increases while university control decreases.

Among available P3 structures, the 501(c)(3) tax-exempt project finance model is most commonly used and is Gilbane's recommended approach for WKU. This structure provides the lowest cost of capital outside of the University's own balance sheet, preserves meaningful institutional control, and remains off-balance sheet with minimal credit impact. By contrast, taxable debt and equity-based models often lead to higher rents (20–30% increases), reduced collaboration, longer ground lease terms, and limited reinvestment capacity.

Key Evaluation Factors

Credit Rating: For tax-exempt or taxable bond structures, securing an investment-grade rating (Moody's Baa3 / S&P BBB– or higher) is often the most effective way to achieve the lowest borrowing costs. Rated transactions may reduce interest costs by 50–100 basis points. Equity-driven models, in contrast, do not require ratings as they rely solely on private capital.

Cost of Capital: Tax-exempt bonds consistently provide the most efficient cost of capital. Taxable bonds generally add 200–300 basis points, while equity financing is typically the most expensive. These differences flow directly into project scope determination, scale, and affordability.

Student Affordability: Because higher costs of capital translate directly into higher rents, taxable or equity models may produce rents 20–30% higher than tax-exempt structures — with less flexibility to adjust over time.

University Control and Input: Tax-exempt structures allow for meaningful University oversight of governance, operations, and design standards. As financing moves toward taxable or equity models, private partners typically gain greater control, often at the expense of the institution's influence.

Operating Expenses: The amount of capital raised depends on Net Operating Income (NOI). To maximize affordability, expenses must be carefully managed — through private O&M, streamlined reimbursements, or efficiency-focused design.

Lease Term: Tax-exempt project finance typically amortizes over 40–45 years. More expensive capital sources, such as taxable debt or equity, often necessitate longer lease terms (15–20+ years) to satisfy investor requirements, shifting more long-term value to private partners.

Financing Schedule: Tax-exempt bonds follow a structured process involving document drafting, ratings, and marketing, generally requiring 4–6 months. Taxable or equity transactions may be faster, but this speed comes with higher cost and less transparency.

Long Term Value & Life Cycle Costs: Tax-exempt financings return surplus cash flow after debt service to the University as ground rent or reinvestment reserves, strengthening long-term sustainability. In equity-driven models, most NOI is diverted to investor returns, limiting reinvestment capacity.

Transparency: Tax-exempt financings require public reporting and audited financials, offering full visibility into project performance. Private equity structures typically require minimal disclosure, reducing transparency for university partners.

	Pros and Cons of Key Structures		
	501(c)(3) Tax-Exempt Bonds	**Taxable Bonds**	**Equity/Private Capital Structures**
Pros	Lowest cost of capital, maximizes scope and affordability, strong University input, off-balance sheet, transparent public reporting.	Faster execution schedule; flexibility for unique project components	Maximum flexibility; fastest execution; no reliance on rating agencies.
Cons	Requires a slightly longer financing schedule (4–6 months).	Higher cost of capital (200–300 bps above tax-exempt), longer lease terms, higher student rents, reduced University input	Highest cost of capital, student rents up to 30% higher, reduced transparency, long ground lease terms, limited University input.

Gilbane's Collaborative Evaluation with WKU

During the predevelopment phase, Gilbane will work hand-in-hand with the WKU leadership through a transparent, scenario-based evaluation approach that includes:

1. Financial Modeling Workshops— Comparing tax-exempt, taxable, and equity models side-by-side for impacts on rents, scope, and reinvestment.
2. Sensitivity Testing – Stress-testing enrollment and market scenarios to evaluate resilience under each model.
3. Governance Alignment – Defining WKU's desired role in decision-making and shared governance.
4. Risk Allocation Discussions – Determining which risks WKU retains versus transfers.
5. Iterative Refinement – Continuous collaboration with WKU finance, housing, and facilities leadership to refine the structure until the optimal balance of affordability, control, and sustainability is achieved.

Collaborative Predevelopment, Proven Results

Purdue Fort Wayne University

At Purdue University Fort Wayne, Gilbane and RBC Capital Markets partnered with University leadership from the earliest stages to evaluate multiple financing and ownership structures. Through scenario-based financial modeling, enrollment sensitivity testing, and governance alignment workshops, the team worked hand-in-hand with campus stakeholders to weigh tradeoffs in cost of capital, control, and long-term reinvestment

This transparent process enabled Purdue Fort Wayne to select a 501(c)(3) tax-exempt financing structure that is delivering 600 new beds while preserving affordability and University oversight. By stress-testing assumptions before finalizing the structure, the University gained confidence that the project would remain financially resilient, sustainable, and student-focused for decades.

Appendix

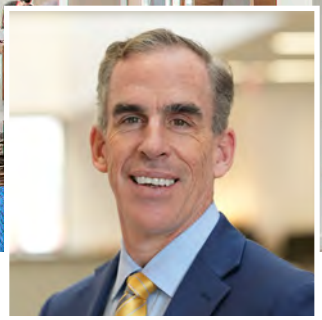
Appendix

Please see the following pages for the below information:

- Appendix A: Team Member Resumes
- Appendix B: Legal Disclosure Accompanying Documents from Gilbane Building and RBCCM
- Appendix C: ProForma
- Appendix D: Attachment A
- Appendix E: Letters of Interest from Collegiate Housing Foundation and RBCCM
- Appendix F: CenTrio's Conceptual Approach to Utility Infrastructure Scope and Monetization

A

Team Member Resumes



Russell (Russ) W. Broderick

Executive Vice President

Expertise

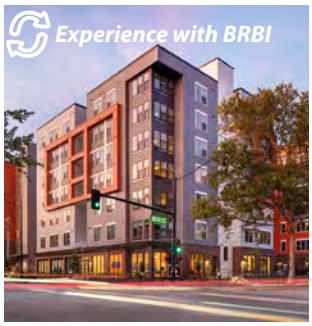
- 30+ years in industry
- MBA, Suffolk University
- BA, Providence College

Highlights

- Led more than 20 student housing projects and public-private partnerships including award-winning projects
- Hands-on with site selection, planning, permitting, budgeting & financing, design, cost analysis, contract negotiation, project management, construction oversight, and long-term operations.

Russ leads Gilbane's student housing and P3 initiatives, with 30+ years of experience delivering integrated DBFOM solutions for higher education partners. He directs the "Next Level of Student Housing" program, with over 21,000 beds completed or in development, and brings a hands-on, quality-driven approach to every phase of campus-focused real estate development.

Relevant Experience



Octave - Champaign, IL

325,000 SF | 167 Units | 528 Beds | Student Housing

The state-of-the-art student housing development is comprised of two adjacent seven-story buildings and is located two blocks from the University of Illinois' Urbana-Champaign campus. The student complex is pet-friendly and offers private bathrooms, in-unit washer/dryer, fully equipped kitchens and 189 structured parking spaces. The community amenities include an outdoor patio, heated swimming pool, outdoor kitchen and fire pit, fitness center, business center, computer lab, study rooms, clubhouse/lounge, coffee bar and bike storage.

Palm Beach Atlantic University Mixed-Use Student Housing - West Palm Beach, FL

$240M mixed-use student housing | 990 beds | P3

In order to meet this rapidly growing university demand, Gilbane Development is leading the 25-story, mixed-use residence hall featuring 990 apartment-style beds, a 704-stall parking garage, and extensive amenities including a 25,000 SF dining hall and 13,500 SF fitness center. Adjacent to the mixed-use gateway building will be a new 900-stall parking garage which will serve the building as well as commuters and visitors to campus.

Bixby on College - Clemson, SC

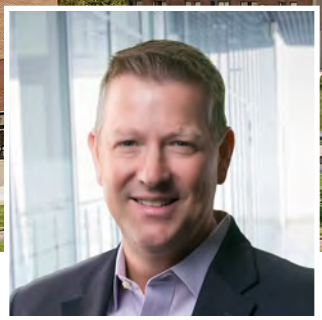
326,000 SF | 107 Units | 383 Beds | Student Housing

An upscale, purpose-built student housing development on a 2.5-acre site located approximately 0.4 miles from the edge of the Clemson University campus, Bixby contains fully furnished, pet-friendly apartments with walk-in closets, in-unit washer/dryer, fully equipped kitchen, high-speed internet and flat screen TV. Common amenities include a club-house, computer lab, fitness center, 24-hour study rooms and gaming area. The open-air interior courtyard features a swimming pool, hammock lounge, BBQ grilling area, fire pit, and seating areas.

University of Rhode Island Student Housing - Kingston, RI

Up to 1,100 beds | Student Housing | P3

The University of Rhode Island is partnering with Gilbane Development to expand student housing on its Kingston Campus, adding up to 1,100 beds. This project includes new apartment-style residential buildings, offering students convenient access to campus resources and amenities. Gilbane will lease university-owned land to plan, finance, design, build, and operate the new residence halls, allowing for an accelerated timeline and fiscal responsibility.



Geoffrey Eisenacher

Vice President, Development | Gilbane

Expertise

- 29 years in industry
- BA, Ohio University

Highlights

- Public-private partnership, higher education, and student housing expertise
- Maximizes innovation and leverages technology to offer best value
- Versed in complex, phased renovations and new construction
- $3.5 billion in student housing development, acquisition, and operations for higher education institutions

Geoff brings nearly three decades of P3 and student housing expertise to WKU, guiding development, finance, and operations with a strategic lens. His leadership ensures alignment with campus goals and long-term success through innovative partnership delivery.

Relevant Experience

Eastern Michigan University On-campus Student Housing - Ypsilanti, MI

$212M campus housing modernization | 3,163 beds | P3

Gilbane Development led a transformative, multi-phase housing initiative aimed at transforming on-campus student housing. This initiative includes the renovation of 2,463 existing beds, the construction of 700 new beds, and the demolition of 1,500 outdated units. A groundbreaking 50-year infrastructure partnership with CenTrio Energy and Eagle Energy Partners will reduce utility costs and establish a $90 million fund for future initiatives, benefiting both the university and surrounding community.

Palm Beach Atlantic University Mixed-Use Student Housing - West Palm Beach, FL

$240M mixed-use student housing | 990 beds | P3

In order to meet this rapidly growing university demand, Gilbane Development is leading the 25-story, mixed-use residence hall featuring 990 apartment-style beds, a 704-stall parking garage, and extensive amenities including a 25,000 SF dining hall and 13,500 SF fitness center. Adjacent to the mixed-use gateway building will be a new 900-stall parking garage which will serve the building as well as commuters and visitors to campus.

Purdue University Fort Wayne Student Housing - Fort Wayne, IN

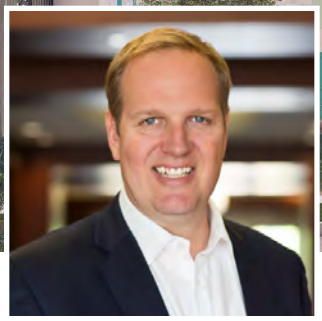
600 beds | Student Housing | P3

Purdue University Fort Wayne (PFW) and Gilbane Development have partnered to build a 213,000 SF student housing complex near Ginsberg Hall on PFW's North Campus. The project will provide 600 beds across 176 units, featuring amenities like a fitness center, study spaces, lounges, and outdoor recreational facilities. Emphasizing sustainability, the development includes energy-efficient appliances and water conservation. Designed to minimize neighborhood impact, it will offer strategic parking and pedestrian connections.

University of Idaho Student Housing - Moscow, ID

$162.8M campus housing upgrade | 2,503 beds | P3

Gilbane Development partnered with Rocky Mountain Companies to deliver new and renovated student housing through a public-private partnership. The project includes renovations of South Hill and Elmwood Apartments, the Wallace Residence Center, and the Theophilus Residence Building, and is expected to have a $3 billion economic impact on the local community.



Jeffrey Resetco

Senior Development Director

Expertise

- 25 years in industry
- M Arch, North Carolina State University
- BS, Architecture, University of Maryland

Highlights

- Led numerous P3 projects with universities
- Extensive experience in collegiate housing, multi-family residential and hospitality housing, and mixed-used development
- Architectural design and construction expertise
- Complex, phased renovations and new construction
- Student focused collaborations and university engagement

Jeffrey brings nearly 25 years of experience in student housing and mixed-use development, leading design and construction for transformative P3s. His leadership on EMU's $212M housing initiative and deep expertise in campus partnerships make him a key driver of success for WKU's housing goals.

Relevant Experience

Ohlone Community College On-Campus Student Housing Program - Newark, CA

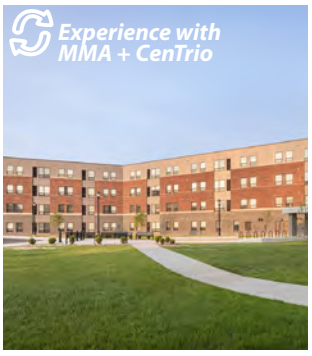
534 beds | College's first residential student housing | P3

Gilbane has been selected by Ohlone College to partner in the school's comprehensive student housing initiative which includes services related to the planning, programming, designing, permitting, financing, construction, maintenance, management, operation, and overall development of the College's first residential student housing project. The project will deliver housing in both single student and family configurations and is intended to serve the full student demographic spectrum.

Palm Beach Atlantic University Mixed-Use Student Housing - West Palm Beach, FL

$240M mixed-use student housing | 990 beds | P3

In order to meet this rapidly growing university demand, Gilbane Development is leading the 25-story, mixed-use residence hall featuring 990 apartment-style beds, a 704-stall parking garage, and extensive amenities including a 25,000 SF dining hall and 13,500 SF fitness center. Adjacent to the mixed-use gateway building will be a new 900-stall parking garage which will serve the building as well as commuters and visitors to campus.



Eastern Michigan University On-campus Student Housing - Ypsilanti, MI

$212M campus housing modernization | 3,163 beds | P3

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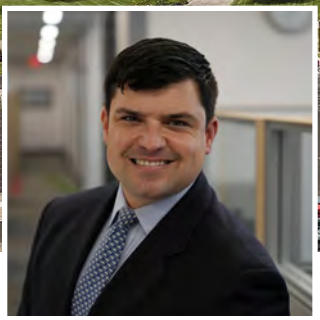
University of Rhode Island Student Housing - Kingston, RI

1,100 beds | Student Housing | P3

The University of Rhode Island is partnering with Gilbane Development to expand student housing on its Kingston Campus, adding up to 1,100 beds. This project includes new apartment-style residential buildings, offering students convenient access to campus resources and amenities. Gilbane will lease university-owned land to plan, finance, design, build, and operate the new residence halls, allowing for an accelerated timeline and fiscal responsibility.



Zach Tronti

Development Director

Expertise

- 10 years in industry
- MBA, Finance & Investments, University of Notre Dame
- BA, Political Science, Brown University

Highlights

- 10+ years in project finance involving over $1B in total transaction value

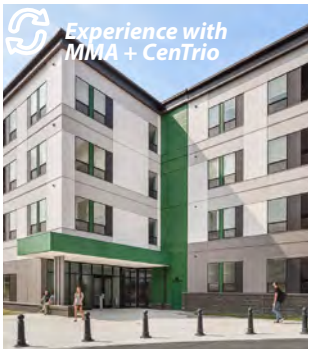
Zach leads P3 project origination and execution for Gilbane, with a decade of experience in development and project finance. He has supported over $1B in financings across higher education, healthcare, and K–12 infrastructure, bringing deep expertise in campus housing, academic facilities, and public policy to deliver impactful, mission-aligned solutions.

Relevant Experience

University of Rhode Island Student Housing - Kingston, RI

1,100 beds | Student Housing | P3

The University of Rhode Island is partnering with Gilbane Development to expand student housing on its Kingston Campus, adding up to 1,100 beds. This project includes new apartment-style residential buildings, offering students convenient access to campus resources and amenities. Gilbane will lease university-owned land to plan, finance, design, build, and operate the new residence halls, allowing for an accelerated timeline and fiscal responsibility.



Eastern Michigan University On-campus Student Housing - Ypsilanti, MI

$212M campus housing modernization | 3,163 beds | P3

Gilbane Development led a transformative, multi-phase housing initiative aimed at transforming on-campus student housing. This initiative includes the renovation of 2,463 existing beds, the construction of 700 new beds, and the demolition of 1,500 outdated units. A groundbreaking 50-year infrastructure partnership with CenTrio Energy and Eagle Energy Partners will reduce utility costs and establish a $90 million fund for future initiatives, benefiting both the university and surrounding community.

Palm Beach Atlantic University Mixed-Use Student Housing - West Palm Beach, FL

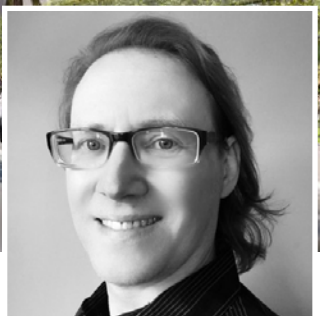
$240M mixed-use student housing | 990 beds | P3

In order to meet this rapidly growing university demand, Gilbane Development is leading the 25-story, mixed-use residence hall featuring 990 apartment-style beds, a 704-stall parking garage, and extensive amenities including a 25,000 SF dining hall and 13,500 SF fitness center. Adjacent to the mixed-use gateway building will be a new 900-stall parking garage which will serve the building as well as commuters and visitors to campus.

Ohlone Community College On-Campus Student Housing Program - Newark, CA

534 beds | College's first residential student housing | P3

Gilbane has been selected by Ohlone College to partner in the school's comprehensive student housing initiative which includes services related to the planning, programming, designing, permitting, financing, construction, maintenance, management, operation, and overall development of the College's first residential student housing project. The project will deliver housing in both single student and family configurations and is intended to serve the full student demographic spectrum.



Buddy Woerner, AIA, NCARB

Project Manager

Expertise

- 33 years in industry
- Bachelor of Science in Architecture - The Ohio State University

Additional Credentials

- Licensed Architect - Registered in Maryland, Washington D.C., Virginia, and Ohio
- NCARB Certified
- AIA Member

Buddy brings over 30 years of experience leading complex student housing, multifamily, and mixed-use developments. He excels in project delivery from planning through construction, with a proven record of managing teams, budgets, and schedules to achieve high-quality, cost-effective results.

Relevant Experience

Palm Beach Atlantic University Mixed-Use Student Housing - West Palm Beach, FL

$240M mixed-use student housing | 990 beds | P3

In order to meet this rapidly growing university demand, Gilbane Development is leading the 25-story, mixed-use residence hall featuring 990 apartment-style beds, a 704-stall parking garage, and extensive amenities including a 25,000 SF dining hall and 13,500 SF fitness center. Adjacent to the mixed-use gateway building will be a new 900-stall parking garage which will serve the building as well as commuters and visitors to campus.

Additional Project Experience

Oakland Hall, University of Maryland - College Park, MD

Student Housing | Dormitory | On-Campus

Led project management for the design team in the role of the Contractor Design Team's Project Manager for this design-build project delivery of the first new dormitory on the College Park campus in more than 40 years. Created a monthly priority meeting schedule with critical meetings for decision-making with project stakeholders ensuring inclusion of the university's required program requirements. The project includes a 231,704-sf residence hall with 709 beds, active and study lounges on all floors, a 3,000-sf multipurpose room, and 10,000-sf of classroom space for UMD's Math and Science Learning Program. Achieved LEED-NC Gold certification.

Seagull Square, Salisbury University - Salisbury, MD

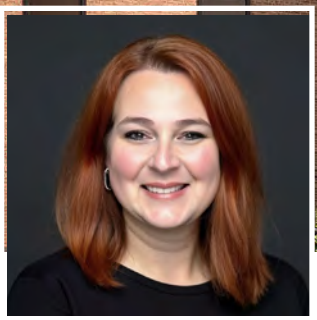
Student Housing | Dormitory | On-Campus | Mixed-Use | P3

Led project delivery as project manager of the design team for this developer-led-public-private partnership project consisting of 130,000-sf, 605-bed, mixed-use student housing complex with seminar rooms and a classroom. Facilitated university stakeholder program priorities with the project's budget. The project program includes 23,000-sf of ground-floor retail space surrounding a "village green," and 5,000-sf of community space. Achieved LEED-NC Silver certification.

Prince Frederick Hall, University of Maryland - College Park, MD

Student Housing | Dormitory | On-Campus

After the successful delivery of Oakland Hall, the design-build team successfully returned to deliver the second new dormitory building on the College Park campus. Led the project management for the design team in the role of the Contractor Design Team's Project Manager, overseeing a significant design consultant team for delivery of 186,000-sf, including 462 bed residence hall and Satellite Central Utility Building (SCUB) on the University of Maryland College Park campus. Facilitated university stakeholder program priorities with the design-build budget criteria. Achieved LEED-NC Gold certification.



Angela Neal

Regional Operations Director

Expertise

- 20 years in the industry
- MS, Organizational and Human Resource Development, Abilene Christian University
- BA, Sociology, Pepperdine University

Angela brings 20 years of experience in student development and housing operations, with a strong track record in property management and university partnerships. She leads with purpose, creating environments that support student growth while driving operational and financial performance.

Relevant Experience

University of Rhode Island Student Housing - Kingston, RI

Up to 1,100 beds | Student Housing | P3

The University of Rhode Island is partnering with Gilbane Development to expand student housing on its Kingston Campus, adding up to 1,100 beds. This project includes new apartment-style residential buildings, offering students convenient access to campus resources and amenities. Gilbane will lease university-owned land to plan, finance, design, build, and operate the new residence halls, allowing for an accelerated timeline and fiscal responsibility.

Eastern Michigan University On-campus Student Housing - Ypsilanti, MI

$212M campus housing modernization | 3,163 beds | P3

Gilbane Development led a transformative, multi-phase housing initiative aimed at transforming on-campus student housing. This initiative includes the renovation of 2,463 existing beds, the construction of 700 new beds, and the demolition of 1,500 outdated units. A groundbreaking 50-year infrastructure partnership with CenTrio Energy and Eagle Energy Partners will reduce utility costs and establish a $90 million fund for future initiatives, benefiting both the university and surrounding community.

Purdue University Fort Wayne Student Housing - Fort Wayne, IN

600 beds | Student Housing | P3

Purdue University Fort Wayne (PFW) and Gilbane Development have partnered to build a 213,000 SF student housing complex near Ginsberg Hall on PFW's North Campus. The project will provide 600 beds across 176 units, featuring amenities like a fitness center, study spaces, lounges, and outdoor recreational facilities. Emphasizing sustainability, the development includes energy-efficient appliances and water conservation. Designed to minimize neighborhood impact, it will offer strategic parking and pedestrian connections.

Mark Miller

Director of Operations

Expertise

- 26 years in the industry
- MA in Higher Education Administration, Western Michigan University
- BS, Grace College

Professional Certifications

- Accredited Residential Manager, Institute of Real Estate Management

Highlights

- Extensive background working with colleges and universities
- Broad-based P&L management expertise of all real estate operations, marketing, and human resource management functions
- Consistently successful in identifying and capitalizing upon market opportunities to drive revenue

Mark brings over 26 years of facilities and property management experience, overseeing 37,000+ beds across 19 states. Known for operational excellence and strategic leadership, he drives efficiency, builds strong campus partnerships, and delivers high-performing housing environments.

Relevant Experience

Eastern Michigan University On-campus Student Housing - Ypsilanti, MI

$212M campus housing modernization | 3,163 beds | P3

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University of Idaho Student Housing - Moscow, ID

$162.8M campus housing upgrade | 2,503 beds | P3

Gilbane Development partnered with Rocky Mountain Companies to deliver new and renovated student housing through a public-private partnership. The project includes renovations of South Hill and Elmwood Apartments, the Wallace Residence Center, and the Theophilus Residence Building, and is expected to have a $3 billion economic impact on the local community.

Ohlone Community College On-Campus Student Housing Program - Newark, CA

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Additional Project Experience: *University System of Georgia (USG), Howard University, Wayne State University, Savannah State University, Houston Baptist University*

David Conlon, LEED AP

Project Executive

Expertise

- 27 years in industry
- BCE, Civil Engineering, Georgia Institute of Technology

David will serve as WKU's point of contact during construction, ensuring schedule, budget, safety, and quality goals are met. He has managed 1.6 million SF of residential and 1.1 million SF of higher education construction, with expertise in high-rise, urban projects. Known for anticipating challenges, enforcing safety and quality, and maintaining organized sites, David delivers seamless execution and clear communication with owners, officials, and subcontractors.

Relevant Experience

Georgia Tech Smith and Howell Residence Hall Renovation - Atlanta, GA
Extensive renovations will include all new MEP systems, the addition of elevator(s), hazardous material abatement, fire and life safety systems, accessibility upgrades, exterior veneer restoration, windows, doors, roof, and finishes.

Kennesaw State University Student Housing Complex - Kennesaw, GA*
New three-building, 448 bedroom student housing complex with amphitheater and site work. Provided on-site construction management and coordination with the developer, KSU Foundation, school, and design team.

903 Peachtree Street Residential Tower - Atlanta, GA
New 32-story residential tower in Midtown with 427 units, featuring 25 residential floors, seven levels of above-grade parking, and ground-floor retail.

The Sutton Residential Tower - Atlanta, GA
337,000 SF, 16-story, 151-unit luxury apartment complex atop five levels of parking. Features a 6th-floor terrace with pool, outdoor kitchen, and fire pit. Two and three-bedroom units range from 1,600–2,000 SF. Amenities: resident coffee bar, business center, concierge, private motor court, fitness center, club room, and guest suite. Residences overlook the amenity terrace with views of midtown and downtown Atlanta.

Crescent Howell Mill Residential Building - Atlanta, GA*
New 256 unit, five-story luxury apartment building over a two-story parking facility. Responsibilities included preconstruction and oversight of construction team.

Circle Terminus Apartment Complex - Atlanta, GA*
New 359 unit, high-density luxury apartment complex over a three-story underground parking garage. The project spanned over two active roadways, one was never closed and the other only had two 6 week closures.

Marriott's SurfWatch Resort - Hilton Head, SC*
Five buildings and 200 units, timeshare resort that included a Central Facilities Building, Operations Building, Indoor Pool, and Beach Bar complex.

Henderson Beach Resort Hotel - Destin, FL*
New construction of a 260,000 SF, 170 room hotel with full-service amenities including a restaurant, spa and conference center. The Owner was aiming for 5 diamond hotel rating. Responsibilities included the on-site management of preconstruction and construction teams, managing client and design team relationships.

**Project with previous employment*

Cole Green, STSC

Senior General Superintendent

Expertise

- 27 years in industry
- BA, Criminal Justice, University of Southern Mississippi

Highlights

- 2.6 million SF in residential construction experience

Cole will oversee daily field operations, ensuring safety, quality, and schedule milestones are met. He prepares site logistics, traffic flow, and parking plans to maximize efficiency and provides direct oversight of safety and quality through mock-ups, inspections, and benchmarking. Cole leads jobsite meetings, maintains progress reporting, and ensures trades are coordinated, efficient, and safe throughout construction.

Relevant Experience

The Huntley Residential Tower at Park Avenue - Atlanta, GA
27-story residential tower in Buckhead, Phase 3 of a complex, with approximately 267 apartment units and a three-story parking deck. Features high-end interiors including wood plank flooring, ceramic tile tub surrounds, European-style wood cabinets with granite tops, under-mount stainless steel sinks, and modern lighting throughout.

Confidential Client Senior Living Community - Atlanta, GA
New 464,182 SF senior living community in Atlanta. Located on 8.9 acres, the development includes six separate, but inter-connected buildings over two levels of parking deck that house 204 units—82 independent living, 75 assisted living, 26 memory care units and 21 town-home-style homes with a private garden and patio. Other home styles range from apartments to cottages to bungalows.

Edgewood Condos - Atlanta, GA
New 245,150 SF, eight-story residential tower with 91 units over a five-level cast-in-place parking deck. Includes 9,300 SF cold dark shell office space, 2,150 SF cold dark shell retail space, 1,800 SF lobby, dog spa, bike storage, rooftop terrace, and Level 4 amenities: club room, fitness center, and outdoor pool.

Park Pointe Village - Rock Hill, SC*
A three building addition in an occupied 65-acre retirement community. The project added 36 apartments, a new Fitness and Aquatic Center, kitchen and dining expansions, and new parking deck.

2626 Peachtree Residential Tower - Atlanta, GA*
A 16-story, 203,000 SF apartment building with 80,000 SF parking deck.

The Terraces at Bonita Springs - Bonita Springs, FL*
A retirement community on 20 acres with 350,000 SF of building area including 146 apartments, 49 assisted living units, 40 skilled nursing units, and 18 memory support units.

St. Regis Hotel and Residences - Atlanta, GA*
A 26 story, 634,000 SF mixed use high-rise with 3 levels of parking, 150 guest rooms, 52 customized residential units, spa, ballrooms, restaurants, and bars. The exterior faced was architectural precast panels with aluminum clad windows.

Bayou Manor - Houston, TX*
A 16-story addition to an occupied continuing care retirement campus. The project included independent apartments, assisted living units, and skilled nursing beds. The project was completed in three phases to minimize disruption to the facility.

UGA Hull Street Parking Deck Expansion - Athens, GA
Expansion of a six-level parking deck comprised of adding 419 new spaces to increase capacity to 1,000+, including new ADA spaces. The existing deck remained operational during construction.

Clark Atlanta Universal Dorm Reno - Atlanta, GA
Gilbane was hired to inspect and identify all issues that needed to occur to safely occupy multiple dormitory buildings that were in disrepair. Upon completion of the inspection, we continued forward with necessary remediation and renovations to bring as many dorm rooms online to a safe living environment prior to the fall semester.

**Project with previous employment*

Sky Sanborn

Executive Vice President & COO

Expertise

- 25 years in the industry
- MS, Civil Engineering, University of Illinois at Urbana-Champaign
- BS, Civil Engineering, University of Illinois at Urbana-Champaign

Sky leads operations at Broeren Russo with over two decades of construction experience, specializing in student housing. His expertise in building systems and project delivery ensures WKU benefits from efficient, high-quality construction aligned with campus standards and timelines.

Relevant Experience

MXWL - Lexington, KY

300,000 SF | 277 Units | 655 Beds | Student Housing

MXWL is a 655-bed, 277-unit student housing community adjacent to the University of Kentucky. Spanning 300,000 SF across six stories, MXWL offers fully furnished studios to four-bedroom apartments with private baths, walk-in closets, in-unit laundry, and high-speed internet. Residents will enjoy premium amenities including a rooftop deck with university views, three landscaped courtyards with a jacuzzi, fire pits, and an outdoor sauna, plus a fitness center, yoga studio, coworking lounge, and secure underground parking. MXWL is slated to open in Fall 2027.

GATHER Urbana- Urbana, IL

257 Units | 402 Beds

GATHER Urbana is a modern student housing development located near the University of Illinois campus, designed to foster community and enhance student living. Delivered in 2021, the project includes 257 residential units and accommodates 402 beds, offering a mix of studio, one-, two-, and four-bedroom layouts tailored to student needs.

The Hive - Iowa City, IA

355,068 SF | 250 Units | 500 Beds | Student Housing | National Green Building Standard® (NGBS) Silver certified

The Hive is a new student housing project purpose-built for University of Iowa (UI) students on a 1.9-acre city block located approximately three blocks south of the campus's academic core. The six-story development includes 250 apartment-style residential units ranging in size from one- to three-bedroom. The units are fully furnished (including smart TV in living area) and offer private bathrooms, large closets, in-unit washer/dryer, full-size stainless kitchen appliances, and high-speed Internet.

Octave - Champaign, IL

325,000 SF | 167 Units | 528 Beds | Student Housing

The state-of-the-art student housing development is comprised of two adjacent seven-story buildings and is located two blocks from the University of Illinois' Urbana-Champaign campus. The student complex is pet-friendly and offers private bathrooms, in-unit washer/dryer, fully equipped kitchens and 189 structured parking spaces. The community amenities include an outdoor patio, heated swimming pool, outdoor kitchen and fire pit, fitness center, business center, computer lab, study rooms, clubhouse/lounge, coffee bar and bike storage.

Dan Hrankowsky

Director of Student Housing & Multifamily

Expertise

- 25 years in the industry
- MA, Illinois Institute of Technology
- BA, University of Kentucky

Dan brings 25 years of experience in architecture and real estate development, having delivered over $1.75 billion in residential projects. Since joining Broeren Russo in 2023, he has helped lead the firm's Multifamily and Student Housing growth strategy, enhancing client engagement and expanding development opportunities nationwide.

Relevant Experience

GATHER Iowa - Coralville, IA

277 Units | 414 Beds | Mixed-Use Student Housing

GATHER a significant undertaking located near the University of Iowa campus. It will feature a mix of residential units, including market-rate apartments, furnished student housing, and townhomes. Additionally, the development will incorporate approximately 15,000 square feet of restaurant and retail space, along with various public and private outdoor areas and amenities.

Hub on Campus - Tempe, AZ

410,097 SF | 269 units | 637 beds | Student Housing

Hub on Campus Tempe is a 410,097 SF student housing development featuring 269 units and 637 beds. Strategically located near Arizona State University, the project offers high-end living with modern amenities, designed to support student lifestyle and academic success in a vibrant urban setting.

MXWL - Lexington, KY

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MXWL is a 655-bed, 277-unit student housing community adjacent to the University of Kentucky. Spanning 300,000 SF across six stories, MXWL offers fully furnished studios to four-bedroom apartments with private baths, walk-in closets, in-unit laundry, and high-speed internet. Residents will enjoy premium amenities including a rooftop deck with university views, three landscaped courtyards with a jacuzzi, fire pits, and an outdoor sauna, plus a fitness center, yoga studio, coworking lounge, and secure underground parking. MXWL is slated to open in Fall 2027.

Rise at State College - Centre County, PA

414 Units | 1,325 Beds | Mixed-Use Student Housing

Rise at State College is a 414-unit, 1,325-bed mixed-use student housing development in Centre County, PA. Designed to serve the growing student population with modern living spaces and integrated retail, the project combines residential density with community-focused amenities, contributing to the revitalization of the Riverfront Crossing district.

Additional Project Experience: *University of Illinois 309 Green Student Housing, University of Iowa Rise at Riverfront Crossings*

Kyle Wagner, AIA, LEED B+C

Principal in Charge

MACKEY MITCHELL ARCHITECTS

Expertise

- 22 years in the industry
- BS, Mechanical Engineering, Mississippi State University

Affiliations

- American Institute of Architects
- U.S. Green Building Council
- Association of College and University Housing Officers-International (ACUHO-I)

With over two decades of experience focused on student life projects, Kyle excels at collaborating with university stakeholders and managing complex, multi-phase initiatives. His dual background in architecture and engineering provides a unique advantage when working with Facilities teams and technical consultants on challenging design and construction issues.

Relevant Experience

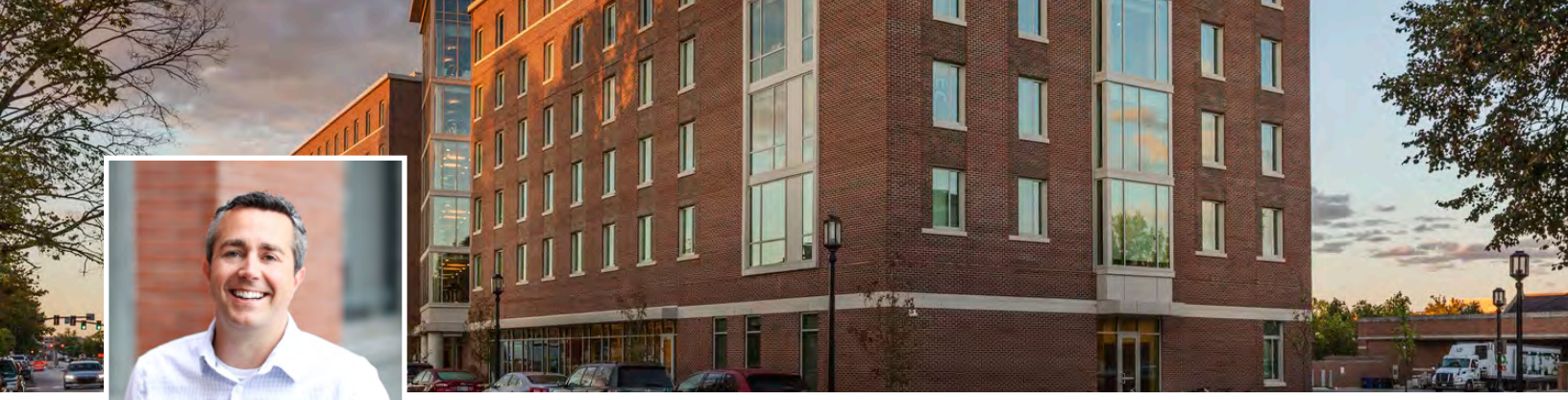
University of Alabama Tutwiler Residence Hall - Tuscaloosa, AL
365,000 SF | 1,284 Beds | On-Campus Student Housing
The new Tutwiler Residence Hall reimagines student living for first-year women at the University of Alabama. The 365,000 SF facility offers 1,284 beds in double-occupancy semi-suites, with amenities including lounges, fitness rooms, retail dining, and an ICC-500 rated storm shelter. Designed to reflect the campus's Georgian architecture, the hall fosters community, safety, and student success through thoughtful planning and immersive design.

Mississippi State University Azalea Residence Hall - Starkville, MS
412 Beds | On-Campus Student Housing
Azalea Hall is a 412-bed residence hall designed to foster privacy and community through an innovative pod-style layout. Featuring single-occupancy rooms, shared lounges, and a central storm shelter, the building includes a dining hall, recreation spaces, and a signature glass bridge overlooking the Chapel of Memories. The design reflects MSU's "Bulldog Architecture" principles, blending southern classical traditions with modern student living.

Furman University South Housing Complex - Greenville, SC
59,575 SF (Phase 1) | On-Campus Student Housing
This multi-phase project reimagines the first-year student experience at Furman University through the creation of a vibrant Freshman Village. Phase 1 includes Lakeview Hall—a 200-bed, Two Green Globes Certified residence—completed in 2024. The full 171,000 SF development blends Georgian architecture with inclusive design, featuring renovated halls, shared quads, and wellness-focused amenities that foster community, accessibility, and holistic student development.

University of Arkansas Adohi Residence Hall - Fayetteville, AK
202,000 SF | 708 Beds | On-Campus Student Housing
Adohi Hall is a 202,000 SF, 708-bed residence hall and the first large-scale mass timber student housing project in the U.S. Completed in 2019, it redefines campus living through a creative live-learn environment that integrates sustainability, wellness, and community. The serpentine design weaves through a forested site, offering pod-style and semi-suite housing, maker spaces, lounges, and performance areas—all within a vibrant, nature-connected setting that supports the university's arts and design communities

Additional Project Experience: *University of North Carolina at Charlotte Hunt Residence Hall, Tennessee State University New Residence Hall, Tennessee Tech University New Residence Hall + Innovation Center, University of Colorado Boulder Williams Village North Residence Hall*



Matthew Roeder, AIA, LEED AP

Project Manager

MACKEY MITCHELL ARCHITECTS

Expertise

- 17 years in the industry
- BA, Kansas State University

Affiliations

- American Institute of Architects
- U.S. Green Building Council

Matthew brings deep technical expertise in facility design, with a strong command of construction practices, building codes, and consultant coordination that streamlines and elevates the design process. He has successfully led design teams on large, complex residence hall projects nationwide—spanning both new construction and major renovations—while ensuring projects remain on schedule and within budget.

Relevant Experience

Eastern Michigan University On-campus Student Housing - Ypsilanti, MI

$212M campus housing modernization | 3,163 beds | P3

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Purdue University Frieda Parker Hall - West Lafayette, IN

570 Beds | On-Campus Student Housing | P3

A six-story, 570-bed residence hall designed for upper-division students, Frieda Parker Hall offers semi-suite and suite-style living, community lounges, study spaces, and ground-floor retail. Completed as part of a P3 partnership, the project achieved LEED® certification and enhances campus life with vibrant social and collaborative spaces.

Eastern Kentucky University New South Residence Hall - Richmond, KY

86,400 SF | 259 Beds | On-Campus Student Housing

Designed by Mackey Mitchell Architects with RossTarrant Architects, this 259-bed, LEED Gold-certified residence hall offers suite-style living for upperclassmen. Featuring modern amenities, sustainable design, and vibrant community spaces, it enhances student life while preserving EKU's campus character.

Miami University Withrow Residence Hall - Oxford, OH

280 beds | On-Campus Student Housing

Designed by Mackey Mitchell Architects, Withrow Hall is a 280-bed, 115,000 SF, LEED Silver-certified residence hall. It combines Miami's Georgian architectural style with modern amenities, including community lounges, study spaces, and a Starbucks café. Historic elements from the former Withrow Court were preserved to honor campus heritage.

Additional Project Experience: *Illinois State University New South Campus Housing + Dining, University of Alabama Tutwiler Residence Hall, University of Colorado Boulder Williams Village North Residence Hall, Coastal Carolina University New Freshman Housing Phase 1 Halls & New Freshman Housing Phase 2 Halls, Savannah College of Art & Design River Residence Hall, University of Missouri-Kansas City Johnson Hall Student Housing, University of North Texas Joe Greene Hall and Welcome Center*

John Burse, AIA, LEED AP

Project Designer

MACKEY MITCHELL ARCHITECTS

Expertise

- 27 years in the industry
- BA, Syracuse University

Affiliations

- American Institute of Architects, Fellow
- U.S. Green Building Council
- Society for College and University Planning (SCUP)
- Association of College and University Housing Officers-International (ACUHO-I)

John is passionate about planning and design that fosters community. As a leader at Mackey Mitchell, he brings expertise in student-centered planning, student life trends, and campus design. His portfolio includes award-winning projects, facility studies, and master plans. John's collaborative approach ensures planning and design are an engaging, client-focused journey.

Relevant Experience

Western Kentucky University Downing Student Union - Bowling Green, KY

250,000 SF

Renovated and expanded by Mackey Mitchell Architects, the LEED Silver-certified Downing Student Union transformed a 1970s facility into a vibrant campus hub. The $58.3 million, 250,000 SF project features a dramatic three-story atrium, upgraded dining venues, student lounges, meeting rooms, and a campus store. Designed to enhance connectivity and daylight, the phased renovation kept the building operational throughout construction, creating a sustainable, welcoming space for the WKU community.

University of Oklahoma First-Year Housing Village - Norman, OK

1,140 Beds | On-Campus Student Housing

This 338,282 SF, $158M project reimagines first-year housing with a "big, but small" concept. Phase I includes North Hall (162,784 SF, 559 beds) and South Hall (175,498 SF, 581 beds), opening in 2025–2026. The Prairie Gothic-inspired design features recreation areas, multipurpose rooms, and storm shelters, creating a home-like atmosphere while replacing outdated 1960s–70s towers.

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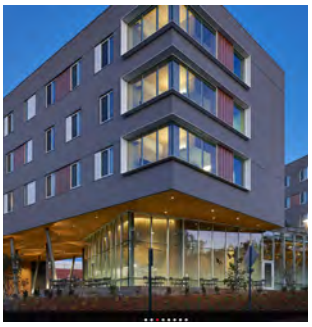

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Jordan Gatewood, AIA, LEED AP

Programmer

MACKEY MITCHELL ARCHITECTS

Expertise

- 17 years in the industry
- MA, University of Pennsylvania
- BA, University of Kansas

Affiliations

- American Institute of Architects
- U.S. Green Building Council
- Society for College and University Planning (SCUP)
- Association of College and University Housing Officers-International (ACUHO-I)

Jordan brings 17 years of expertise in planning, programming, and design for residential life projects. His work reflects a deep understanding of each institution's character and a broad awareness of national trends. A frequent industry presenter and active member of the University of Kansas School of Architecture Diversity Alliance, Jordan combines technical skill with a commitment to inclusive, student-focused design.

Relevant Experience

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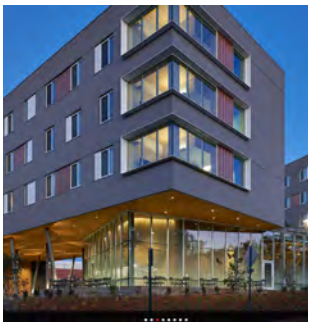
Purdue University Frieda Parker Hall - West Lafayette, IN

570 Beds | On-Campus Student Housing | P3

A six-story, 570-bed residence hall designed for upper-division students, Frieda Parker Hall offers semi-suite and suite-style living, community lounges, study spaces, and ground-floor retail. Completed as part of a P3 partnership, the project achieved LEED® certification and enhances campus life with vibrant social and collaborative spaces.

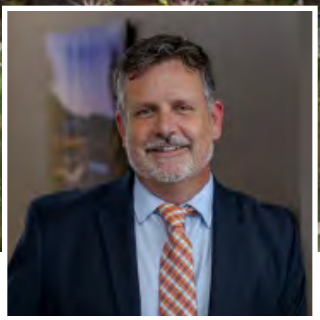


University of Arkansas Adohi Residence Hall - Fayetteville, AK

202,000 SF | 708 Beds | On-Campus Student Housing

Adohi Hall is a 202,000 SF, 708-bed residence hall and the first large-scale mass timber student housing project in the U.S. Completed in 2019, it redefines campus living through a creative live-learn environment that integrates sustainability, wellness, and community. The serpentine design weaves through a forested site, offering pod-style and semi-suite housing, maker spaces, lounges, and performance areas—all within a vibrant, nature-connected setting that supports the university's arts and design communities

Additional Project Experience: *Illinois State University New South Campus Housing + Dining, University of Rhode Island Hillside Residence Hall, University of South Florida-Sarasota Manatee Atala Residence Hall + New Student Center, Colorado State University Allison Residence Hall Renovation / Addition*



Charles Haynes, PE, LEED AP

Structural Principal-in-Charge/Project Manager

Structural Design Group

Expertise

- 31 years in the industry
- M.E., Structural Engineering, Vanderbilt University
- B.S., Civil Engineering, University of Memphis

Affiliations

- The Masonry Society
- American Society of Civil Engineers
- American Institute of Steel Construction

Charles will lead structural design for WKU's student housing project, bringing over 30 years of experience and direct knowledge of the campus from previous work. A LEED Accredited Professional and board member of The Masonry Society, he specializes in durable, efficient systems tailored to higher education environments.

Charles will serve as Structural Principal-in-Charge and Project Manager for this project, providing leadership and oversight from schematic design through construction. He will guide the development of structural design concepts, coordinate all engineering activities, and ensure alignment with the university's goals through ongoing collaboration with the Owner and Architect. His responsibilities include engineering design, structural specifications, interdisciplinary coordination, quality control, and resolution of construction-phase challenges.

With over 30 years in consulting structural engineering, Charles brings deep expertise in a wide range of building types and structural systems, including long-span steel, reinforced concrete, masonry, cold-formed steel, and wood framing. He is a Principal at his firm and has led hundreds of projects requiring close coordination with architectural and MEP disciplines. Charles is also a LEED Accredited Professional, reflecting his commitment to sustainable design practices.

He serves on the Board of Directors for The Masonry Society and contributes to several technical committees, including the Building Code Committee. His proficiency with advanced structural analysis tools supports his ability to model and design complex structures with precision and efficiency. Charles's comprehensive project experience—from procurement through final design and field work—ensures a thoughtful, responsive approach to delivering high-quality, campus-focused solutions.

Relevant Experience

University of Kentucky Student Housing/Dormitories, Lexington, KY

- *Blazer Hall*
- *Champions Court Jewell*
- *Woodland Glen bldg. 1-5*
- *Haggin Hall I & II*
- *Holmes Hall (Limestone Park)*
- *Boyd Hall (Limestone Park)*
- *University Flats*
- *Lewis Hall*
- *Kirwan & Blanding*

Centre College Student Housing, Danville, KY

Western Kentucky University – Ransdell College of Education and Behavioral Sciences, Bowling Green, KY
112,000 SF | New Construction | LEED Gold certified

Western Kentucky University Ogden College of Science & Engineering - New Building and Renovations to Existing, Bowling Green, KY
82,500 SF | 30 labs for biology, chemistry, and physics and astronomy | 300-seat auditorium

Western Kentucky University Honors College, Bowling Green, KY

Joe Connor, PE

Structural Construction Administrator/Field Engineer

Structural Design Group

Expertise

- 30+ years in the industry
- MBA, University of Tennessee,
- B.S., Civil Engineering, Christian Brothers University,

Affiliations

- American Society of Civil Engineers
- Post-Tensioning Institute – Certified Installer of Unbonded Post-Tensioning

Joe brings over 30 years of experience in structural engineering and construction administration, including work at Western Kentucky University. As a licensed PE, he ensures design intent is met through field coordination, submittal review, and issue resolution, keeping projects on schedule and aligned with campus goals.

Joe Connor will work with the construction team to facilitate compliance with the design intent. His responsibilities include the review of shop drawings and other submittals, performing job observations, providing clarifications for and resolving construction-related problems, and coordinating engineering change orders and revisions during the construction phase, as well as monitoring the construction materials tests and inspections.

Joe has been with SDG since 2000 and is a Principal and Director of SDG's Construction Administration Department. As a construction administrator, field engineer, and design engineer, Joe brings over 30 years of valuable experience to the design team. As a licensed professional engineer, he has overseen the construction of virtually all types of projects ranging from high-rise apartments and office buildings to healthcare and educational facilities in both concrete and structural steel. Throughout his career, Joe has resolved problems in the field and clarified contract documents quickly and effectively, helping keep projects on schedule and within budget.

Relevant Experience

University of Mississippi Residential Colleges, Oxford, MS
286,000 SF | 797 beds | Student Housing
Two 4-story residential colleges designed to foster living-learning communities, featuring student housing, classrooms, study and social spaces, dining, and performance areas. Delivered in phases (2009–2010), the project includes long-span steel, concrete, and cold-formed framing systems with durable exterior materials.

Mississippi State University Azalea Residence Hall - Starkville, MS
412 Beds | On-Campus Student Housing
Azalea Hall is a 412-bed residence hall designed to foster privacy and community through an innovative pod-style layout. Featuring single-occupancy rooms, shared lounges, and a central storm shelter, the building includes a dining hall, recreation spaces, and a signature glass bridge overlooking the Chapel of Memories. The design reflects MSU's "Bulldog Architecture" principles, blending southern classical traditions with modern student living.

Western Kentucky University Ogden College of Science & Engineering - New Building and Renovations to Existing, Bowling Green, KY
82,500 SF | 30 labs for biology, chemistry, and physics and astronomy | 300-seat auditorium

University of Kentucky Kirwan and Blanding Student Housing, Lexington, KY

Western Kentucky University Honors College, Bowling Green, KY

University of Southern Mississippi Century Park South Student Housing, Hattiesburg, MS

David White, PLA
Principal/Partner

Expertise
- 35 years in the industry
- BSLA, University of Kentucky

David brings over 35 years of hands-on experience and is a founding partner of the firm. Throughout his career, he has served as the lead designer and Landscape Architect for numerous projects at Western Kentucky University (WKU), where he continues to oversee five active projects. In addition to his work at WKU, David has contributed to projects at several other Kentucky institutions, including the University of Kentucky, Eastern Kentucky University, and Morehead State University, among others. David also oversees much of the Construction Document production and Construction Administration services at Element Design. His extensive design background and construction experience has enabled David to provide and assist in award winning projects throughout the southeastern region of the US. David also has experience with hydrologic modelling programs and wetland development and design. His design specialties includes K-12 and higher education, sports complex design, and private development.

R. Derek Mostch, PE
Civil Engineer

Expertise
- 20 years in the industry

Derek is a registered Professional Engineer with over 20 years of experience in hydrology, hydraulics, grading, sanitary sewer and water distribution design. He specializes in water and wastewater treatment / distribution and civil site utility design. He is the lead Civil Engineer for Element, serving as a Project Manager, Civil Design Team Leader, or Senior Design Engineer, depending on project needs. Derek is very skilled at the production of construction documentation and technical details which, along with his field experience, makes him a valuable team member during Construction Administration. He is also adept at three dimensional modeling and rendering, and uses his modeling skills to assist in making design decisions and in the production of construction drawings.

WKU Experience

Element has been working with at Western Kentucky University since 2001. Completing over 30 various projects from master planning campus areas to design and construction administration of the Hilltop Circulation Project. Currently working on The New Field House, New College of Business, Cherry Hall Renovation, and New Academic Complex. Element is extremely familiar with the campus's development goals and are honored to have been a part of the campus improvements for over 25 years. Below is a partial list of the projects Element has worked on at WKU:

- Academic Complex (in design phase B)
- Cherry Hall Renovation (in design phase B)
- Gordon Wilson Renovation (in phase A)
- New Columbarium at the Chapel (under construction)
- Gordon Ford College of Business (under construction)
- Field House (under construction)
- Hilltop Circulation Renovation
- Hilltop Fountain
- Hilltop Overlook
- CAC Rear Patio
- Women's softball / Soccer Team Building
- Alumni Plaza
- Chinese Friendship Garden
- Men's Baseball Clubhouse Building
- South Lawn Master Plan
- Football Stadium Plaza Renovation
- Centennial Mall
- WKU Round-a-bout
- Shanty Hollow Shooting Facility Master Plan
- College Heights Pedestrian Walk
- 15th Street College Master Plan
- Bus Drop-Offs
- New Science Building
- New Campus Signage and Wayfinding.
- Downing Services Building Site Addition
- Greise Hall Parking Study
- Diddle Arena Pay Parking Study
- Smokestack Schematic Design
- Various other studies and designs.

Asato Tashiro, PE

Project Manager / Senior Electrical Engineer

Expertise

- 13 years in the industry
- BS, University of Louisville

Asato joined the Kerr-Greulich team in 2024 bringing 12 years of experience in the design of K-12 schools, higher education, and industrial projects across the country.

Asato is an electrical engineer experienced in building electrical systems, project management, and client management. His knowledge and skills in lighting, building power distribution, emergency power systems, communication and low-voltage systems, electronic safety and security systems, high-performance energy design, balance of plant design, construction administration, and cross-disciplinary coordination have been applied to multi-phased renovation and new reconstruction projects for clients in the education, healthcare, government, industrial, transportation, and commercial sectors.

Relevant Experience

Unitas Tower Dormitory and Miller Hall Dorm Fire Alarm Replacement, University of Louisville – Louisville, KY*

Beecher Terrace Development Phases 3, 4, and 5 – Louisville, KY*

University of Kentucky – New Gatton Student Center – Lexington, KY*

**Project with previous employment*

Kelli Mattingly, PE

Mechanical Engineer

Expertise

- 10 years in the industry
- MA, Mechanical Engineering, University of Louisville
- BS, University of Louisville

Kelli began her career with Kerr-Greulich in 2018. Her role includes code research, HVAC load calculations and equipment selections, mechanical design, and coordination across the design team. Kelli has worked in a wide range of market sectors including commercial retail and office buildings, hotels, athletic facilities, apartment complexes, outpatient psychiatric facilities, churches, historic mansions, and educational facilities.

Her design experience spans a variety of HVAC system types including constant volume & variable volume air handlers and rooftop units, split systems, water-source heat pumps, hydronic systems, and variable refrigerant flow systems.

Relevant Experience

Western Kentucky University Soccer / Softball Facility – Bowling Green, KY

Designed high-efficiency HVAC systems on an accelerated schedule to support WKU's new soccer and softball complex, including offices, locker rooms, training spaces, and practice areas. Systems incorporated advanced dehumidification and BAS integration to ensure year-round comfort, energy efficiency, and operational flexibility.

Western Kentucky University Hilltopper Fieldhouse – Bowling Green, KY

Provided MEP engineering design for WKU's state-of-the-art Fieldhouse, a multi-purpose indoor facility supporting athletics, training, and campus events. Systems were designed for efficiency, reliability, and flexibility to meet the diverse needs of student-athletes and the broader university community.

Casey Fox

Vice President

Expertise

- 14 years in the industry
- BS, Cornell University

Casey has over 14 years of municipal finance experience with a specialization in higher education P3 transactions. His work includes student housing financings for institutions such as the University of Tennessee, Louisiana State University, and Purdue University Fort Wayne in partnership with Gilbane.

Casey Fox joined RBCCM in November 2021 and is currently a Vice President in the Municipal Finance Department. He provides investment banking and advisory services including research, structuring, credit analysis and transaction execution. Previously Casey worked for a municipal advisory practice and has over 14 years of municipal finance experience specializing in higher education and not-for-profit institutions. He has significant experience across a broad range of financing solutions in both traditional not-for-profit financing as well as privatized student housing financing. This includes but not limited to, tax-exempt and taxable bond issuance that utilize fixed rate, variable rate and derivative structures.

Casey has significant experience on privatized student housing and other public, private partnership transactions with institutions such as the University of Tennessee Knoxville, Louisiana State University, the University of Illinois System, Purdue University, the University of Health Sciences, the College of William and Mary, the University System of Maryland, Morgan State University and Lynn University. Additionally, he has transaction and advisory experience that includes direct debt issuance for colleges and universities such as Dartmouth College, the University of Illinois System, Bucknell University, the University System of New Hampshire, Southern New Hampshire University, the University of Maine System, Brandeis University, the Rhode Island School of Design and the University System of Maryland.

Relevant Experience

University of Tennessee - Knoxville, TN
$349M campus housing initiative |2,982 beds | Student Housing P3
Served as underwriter on a two-phase student housing initiative delivered under a privatized model. Structured project-based revenue bonds supported by university agreements, enabling expansion of on-campus capacity while securing investment-grade ratings and strong investor demand.

Louisiana State University - Baton Rouge, LA
$404M multi-phase housing & mixed-use | Student Housing P3
Supported privatized financings for LSU's Nicholson Gateway and Greenhouse District projects, delivering nearly 4,000 new and replacement beds, retail, recreation, and parking facilities. Structured under a long-term ground lease and master lease with the university, enhancing affordability and credit strength.

University System of Maryland - Student Housing Initiatives
Multiple Campuses | P3 Financing
Led financings across system campuses, including Morgan State and Bowie State, structuring project-based bonds with university support provisions such as residency requirements and marketing commitments. These transactions modernized student housing while preserving university debt capacity.

Michael Baird

Executive Vice President for Operations & Strategy

Michael Baird became Executive Vice President for Operations and Strategy of Collegiate Housing Foundation effective July 1, 2025 and as such, is responsible for developing, implementing and overseeing strategic plans and operational processes to ensure efficient, effective and successful organizational performance including facilitating the transactional business of the Foundation by interacting with universities, developers, rating agencies, investors, investment bankers and attorneys in the procurement and closing of transactions. Prior to joining the Foundation, he was a Managing Director and the Co-Head of the P3 Higher Education Group in the Municipal Markets Division of RBC Capital Markets. While at RBC, Michael specialized in structuring innovative solutions to meet the specific capital needs of his higher education clients, including having extensive experience in developing and implementing financing programs for various public-private partnerships, including privatized student housing projects at colleges and universities across the country. Over his 35 years as an investment banker, he successfully financed over $15 billion projects for his clients.

Expertise

- 35 years in the industry
- MBA, Loyola University Maryland
- BBA, Finance, Loyola Univeristy Maryland

Sara Russell

Executive Vice President for Business Development & Transactions

Sara Russell became Executive Vice President for Business Development & Transactions of Collegiate Housing Foundation effective July 1, 2025 and as such, is responsible for identifying, evaluating and pursuing a comprehensive business development and transaction strategy which will include managing the transaction lifecycle, from initial due diligence to structuring and deal execution to closing of all new project financings or refinancings of existing projects, and interacting with universities, developers, rating agencies, investors, investment bankers and attorneys in accomplishing the same. Prior to joining the Foundation, Ms. Russell was a Managing Director and the Co-Head of the P3 Higher Education Group and Structured Credit/High Yield Group of RBC Capital Markets. While at RBC, Ms. Russell had a specialty focus in the higher education sector and significant expertise in the financing of public-private partnerships, particularly student housing. She also has experience with restructuring and workout transactions, working on engagements on behalf of borrowers and bondholders. She has financed over $8 billion in students housing and other education projects nationwide, as well as more than $5 billion for other non-profit and municipal finance clients.

Expertise

- 25 years in the industry
- BS, Finance, Notre Dame of Maryland University

Jim Lodge
Chief Revenue Officer

Jim Lodge is CenTrio's Chief Revenue Officer. He has 40 years of experience in the energy industry and specializes in the growth and development of district energy. Currently, he oversees the growth of one of the largest and most diverse district energy portfolios in the U.S.

Prior to CenTrio, Jim was President of Clearway Community Energy, responsible for Clearway's expansive District Energy, Microgrid and CHP business throughout the U.S. Jim led the acquisition of the Duquesne University's CHP district energy system and the development of new downtown district energy systems in both Phoenix and Pittsburgh, PA. and CHP systems at the Tucson Convention Center and Arizona State University.

Expertise
- 40 years in the industry

Jim Riley
Senior Vice President Engineering & Construction

Jim Riley serves as the Senior Vice President for Engineering & Construction at CenTrio Energy Prior to joining CenTrio in 2022, Jim worked for nearly 20 years at Texas A&M, as Executive Director for Utilities & Energy Services. Under Jim's leadership, the department successfully completed over $250 million of capital improvements for the rebuilding and upgrading of the university utility systems. Through operational improvements and strategic investments, his team reduced energy consumption and GHG emissions per gross square foot by almost 50%, while increasing square footage served by over 70%.

Expertise
- 23 years in the industry

Andres Arbizu
Vice President, Corporate Expansion

Andres Arbizu is a seasoned district energy and power development professional with over 20 years of experience in the industry. He has a strong commercial, financial, and analytical background, and has developed power projects across a range of generation technologies. Andres is focused exclusively on delivering energy projects under Public- Private-Partnership (P3) frameworks with major universities in the U.S. In his current role at CenTrio, Andres is responsible for the development of microgrids, district energy systems, and other campus energy and utility infrastructure concessions across North America.

Expertise
- 20 years in the industry

Jim Burnell
Senior Director, Commercial Development

Jim Burnell leads financial structuring for new projects at CenTrio. With over a decade in finance, Jim has extensive experience in navigating financing processes and optimizing value for transaction stakeholders. Jim joined CenTrio in 2021 and has collaborated across the organization and its partners to deliver and optimize deal structures to provide winwin results. He has engineered investment-grade project financing for Syracuse University, Louisiana State University, Eastern Michigan University and other institutions in excess $500 million. He has relationships with a variety of financial institutions, rating agencies, and investors to draw on to craft a financial package that is tailored to each client's ultimate goals. Prior to joining CenTrio, Jim was a mergers and acquisitions consultant at KPMG that led diligence on over $5 billion in transaction value.

Expertise
- 10 years in the industry

Tom Pike

Vice President Project Management & P3 Development

Tom Pike is Vice President P3 Capital Projects on the CenTrio Corporate Development team with over 30 years of energy industry experience. Tom is responsible for leading technical project teams and facilitating the successful development (due diligence through project award & transition) in CenTrio's district heating and cooling business serving universities, healthcare and municipal clients within P3 structures.

Tom has had full responsibility for due diligence activities, including managing the in-house engineering team as well as the Owner's Engineer and Lender's Technical Advisor. Technical aspects of P3 agreements, including KPIs, performance standards, capex, opex, insurance, and facility performance also fall under Tom's responsibility. Tom works side by side with the business developers, for investments valued over $1.0B, including Eastern Michigan University (Awarded), Georgetown University (Awarded), Louisville University (Bidder), Howard University (Awarded), University of Idaho (Bidder) and National Western Center (Bidder).

Expertise

› 30 years in the industry

Meghan Riesterer

Chief Sustainability Officer

Meghan Riesterer is the Chief Sustainability Officer and Senior Vice President SG & Decarbonization. With almost 20 years of experience creating sustainable district energy systems, Meghan leads CenTrio's ambitious sustainability and government affairs initiatives and goals across all systems and facilities. Prior to joining CenTrio in early 2022, she served as assistant vice president of Campus Energy & Sustainability and as a lecturer in environmental studies at Oberlin College and Conservatory. Under her leadership, the college launched a four-year, $140 million campus-wide conversion to geothermal heating and cooling, modernizing its district energy services and positioning it as a national leader in clean energy.

Expertise

› 20 years in the industry

Santanu Khan

Senior Vice President, Investments & Financial Advisory

Santanu Khan leads Investments and Financial Advisory at CenTrio with 20+ years of experience in strategic planning, corporate development, energy infrastructure investment, Mergers and Acquisitions (M&A), and public-private partnerships. Santanu is an accomplished energy sector executive. He is responsible for strategic M&A activities as well as financial structuring activities for CenTrio's investments in microgrids, district energy systems, and other campus energy and utility infrastructure P3/concessions across the US. His recent accomplishments include the Eastern Michigan University P3 Project and $4.5 billion in landmark, comprehensive energy management concessions and M&A transactions involving critical energy infrastructure at Georgetown University, The Ohio State University, University of Iowa, Howard University, LSU Baton Rouge and Boston's Longwood Medical Center, which serves six Harvard-affiliated hospitals. Santanu has an MBA in Finance from Duke University.

Expertise

› 20+ years in the industry

KENNEDY KELLY LLP

James Kennedy

Partner

James Kennedy is a seasoned real estate and P3 attorney with over 18 years of experience, including tenures as a partner at a major law firm and as in-house General Counsel. He specializes in commercial real estate transactions, public–private partnerships, and student housing projects, representing colleges, universities, developers, and public entities.

James has successfully led the legal structuring, development, financing, construction, and redevelopment of multifamily, office, and student housing facilities—including the privatization of nearly 15,000 on-campus student housing beds across about 15 institutions nationwide, totaling over $1 billion in development costs, all under long-term P3 frameworks. Among his notable engagements, he represented Drexel University in the Vue32 student housing project—a 16-story, mixed-use development featuring 164 apartments, a 180-person childcare center, and extensive amenities, delivered under a ground lease structure.

Beyond transactional work, James acts as outside General Counsel to several companies and has advised on significant economic development incentive agreements for both public and private clients. He also assists corporate clients in relocation and expansion initiatives, and guides local governments in incentive structuring.

Expertise

- 18+ years in the industry
- JD, Villanova University Charles Widger School of Law
- BA, West Chester University of Pennsylvania

B

Legal Disclosure Accompanying Documents from Gilbane Building and RBCCM

Legal Disclosure Accompanying Documents from Gilbane Building

GILBANE BUILDING COMPANY
CURRENT CASES 500K PLUS SEPTEMBER 2025

As would be expected for a construction firm with revenues of $7.6 billion in 2024, Gilbane Building Company has been involved in a number of claims and/or litigation cases. Most of these are inconsequential cases into which Gilbane is brought by a subcontractor or other party. In our judgment, there are no current outstanding legal cases which have significant potential to have any substantial adverse impact on Gilbane's overall financial position, nor have there been within the past. The following cases exceed $500,000 in exposure. Bankruptcy, personal injury, property damage and workers compensation matters are excluded.

CURRENT CASES

Plaintiff(s)	Malayan Banking Berhad, New York Branch et al. (LENDER for OWNER)
Defendant(s)	Park Place Development Primary LLC (OWNER), Gilbane Building Company (CONSTRUCTION MANAGER) et al.
Court	Supreme Court of State of New York County of New York
Docket/Index	850083/2020
Project	45 Park Place
Location	New York, New York
Services	Construction Management
Date Initiated	March 13, 2020
Status	Pending
This is an action filed by a Lender against Borrower (Park Place Development Primary LLC, the Project Owner) for mortgage foreclosure. Gilbane filed a lien against the property due to Owner non-payment; and, as a lienor of the property, is named (along with other lienors) as a defendant in the foreclosure action. Gilbane has filed a cross claim against the Owner. Other lienors/trade contractors have filed cross claims against Owner and Gilbane due to Owner's non-payment.	

Plaintiff(s)	Ridgeline Construction Associates, LLC (SUBCONTRACTOR)
Defendant(s)	Gilbane Building Company (CONSTRUCTION MANAGER) and Travelers Casualty and Surety Company of America (SURETY)
Court	Supreme Court of the State of New York County of New York
Docket/Index	150604/21
Project	Jewish Theological Seminary
Location	New York, New York
Services	Construction Management
Date Initiated	June 18, 2021
Status	Pending
This is an action for foreclosure of mechanic's lien by a subcontractor. Pending.	

Plaintiff(s)	Dobco, Inc. (SUBCONTRACTOR)
Defendant(s)	The County of Bergen (OWNER) and Gilbane Building Company (CONSTRUCTION MANAGER)
Court	U.S. District Court District New Jersey
Docket/Index	CA 2:22-CV-9C
Project	Bergen County Justice Center
Location	Hackensack, New Jersey
Services	Construction Management
Date Initiated	January 13, 2022
Status	Pending
This is an action brought by a subcontractor for additional compensation.	

Plaintiff(s)	OSIB Washington D.C. NOMA/Union Market Properties, LLC (OWNER)
Defendant(s)	Allianz Global Risks US Insurance Company (SURETY)
Defendant(s)	Gilbane Building Company (CONSTRUCTION MANAGER)
Court	U.S. District Court District of Columbia
Docket/Index	1:22-cv-01495-APM
Project	CitizenM Washington NOMA Hotel
Location	Washington D.C.
Services	Construction Management
Date Initiated	October 03, 2022
Status	Pending
This is a breach of contract action brought by an Owner to its surety, Allianz, and Gilbane. Pending	

Plaintiff(s)	Gilbane Building Company
Defendant(s)	School Board of Broward County, a Political Subdivision of the State of Florida **(OWNER)**
Court	Seventeenth Judicial Circuit Court, Broward County Florida
Docket/Index	0:24-cv-62238-AHS
Project	Stranahan High School
Location	Fort Lauderdale Florida
Services	Construction Management
Date Initiated	November 25 2024
Status	Pending
Action brought for breach of contract. Pending.	

Plaintiff(s)	N.E. Tech-Air, Inc. **(Subcontractor)**
Defendant(s)	Gilbane Building Company; Berkshire Hathaway Specialty Insurance Co; Travelers Casualty and Surety Co of America, et al
Court	Commonwealth of Virginia, Circuit Court for the City of Richmond
Docket/Index	CL25001700-00
Project	VA DGS New General Assembly Building
Location	Richmond, Virginia
Services	Construction Management
Date Initiated	April 3 2025
Status	Pending
Payment Bond Claim brought by lower tier Subcontractor for Payment Pending.	

Plaintiff(s)	Gilbane Building Company (Construction Manager)
Defendant(s)	AquaBounty Farms Ohio LLC (OWNER) and Kelly Gray, Williams County Treasurer
Court	Court of Common Pleas Williams County Ohio
Docket/Index	25CI000042
Project	AquaBounty
Location	7 Kexson Drive, Pioneer, Ohio
Services	Construction Management
Date Initiated	February 27, 2025
Status	Pending
Action brought by Gilbane for foreclosure of mechanic's lien. Pending.	

CONTACT INFORMATION FOR ALL CASES:

Brad A. Gordon, Executive Vice President-General Counsel
Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903
Tel: 401.456.5800
Email: bgordon@gilbaneco.com

Legal Disclosure Statement from RBCCM

RBCCM is an indirect, wholly owned subsidiary of Royal Bank of Canada, a large global institution subject to many different legal and regulatory requirements in the United States, Canada and other jurisdictions. Our response to this question is limited to matters involving the Municipal Markets business of RBC Capital Markets, LLC, the broker-dealer through which we conduct our municipal underwriting and financial advisory activities. From time to time, certain of RBCCM's regulators may conduct investigations, initiate enforcement proceedings and/or enter into settlements with RBCCM with respect to issues raised in various investigations. Similarly, RBCCM is a defendant or respondent in various litigations and arbitrations that arise in the ordinary course of business. RBCCM complies fully with its regulators in all investigations and in all settlements RBCCM reaches. The Financial Industry Regulatory Authority ("FINRA"), in furtherance of its responsibilities as the securities industry's self-regulatory organization pursuant to Section 15A(i) of the Securities Exchange Act of 1934, maintains a public database on registered broker-dealers and their associated persons known as BrokerCheck (*http://www.finra.org/Investors/ToolsCalculators/BrokerCheck/*). The information made available through BrokerCheck is derived from the Central Registration Depository (CRD®), the securities industry online registration and licensing database. Information in CRD is obtained through forms that broker-dealers, their associated persons and regulators complete as part of the securities industry registration and licensing process, and to comply with comprehensive disclosure obligations imposed by FINRA and other regulators. RBCCM generally does not disclose investigations, proceedings, litigations, arbitrations, or settlements except as required through CRD, and RBCCM makes no representations as to the existence or non-existence of any such investigations, proceedings, litigations, arbitrations, or settlements beyond what is available through CRD. To the extent material to the financial results of Royal Bank of Canada, any investigation, proceeding, litigation, arbitration, or settlement involving RBCCM also is disclosed in Royal Bank of Canada's financial statements, which may be obtained by visiting *www.rbc.com/investorrelations/*.

C

Proforma

Phase 1

WKU Comprehensive Campus Redevelopment Gilbane Preliminary Pro Forma	
Project Year	**PY 1**
Project Fiscal Year (Start)	**1-Aug-26**
Project Fiscal Year (End)	**31-Jul-27**
PHASE 1 PRO FORMA	
PROJECT REVENUES	
Gross Rental Revenue	$15,753,094
Vacancy	(1,181,482)
Bad Debt	(36,429)
Other Revenue	400,719
Net Residential Revenue	$14,935,903
Interest Bearing Account Earnings	-
Total Net Revenues	**$14,935,903**
SENIOR OPERATING EXPENSES	
Administrative & Marketing	($200,363)
Payroll & Benefits	(1,017,842)
Repairs, Maintenance & Supplies	(647,171)
Turnover Expenses	(230,417)
Financing & SPV Costs	(154,125)
Property Mgmt. Fee (3% of Net Revenue)	(448,077)
Bond Related Fees	(41,100)
Bond Insurance Premium	-
Utilities	(1,101,994)
WIFI	(70,127)
Insurance	(372,674)
Sr Operating Expenses - Residential	**($4,283,889)**
Release of DSRF	-
Net Operating Income	**$10,652,014**
SENIOR TAX-EXEMPT DEBT SERVICE	
Interest Expense	($13,516,923)
Principal Repayment	-
Less Capitalized Interest Funding	5,626,542
Net Sr Debt Service	**($7,890,381)**
Senior DSCR	1.35x
Senior Repair & Replacement Reserve Deposit ($165 / bed)	($321,750)
Operating Reserve (Deposits) / Releases	-
Deposits to Surplus Fund	**$2,439,883**
WKU Residence Life Budget (Retained Services)	($2,119,406)
Property Management Incentive Fee (1% of Net Revenue)	($149,359)
Cash Flow to Western Kentucky University	($171,118)

Non-Project Beds + Phase 2 Pro Forma

Non Project Beds	$9,703,897
Phase 2 Projected Surplus Cash Flow (inclusive of Retained Services)	-

Phase 1

PY 2 1-Aug-27 31-Jul-28	PY 3 1-Aug-28 31-Jul-29	PY 4 1-Aug-29 31-Jul-30	PY 5 1-Aug-30 31-Jul-31	PY 6 1-Aug-31 31-Jul-32	PY 7 1-Aug-32 31-Jul-33
$16,278,368	$26,942,126	$27,750,390	$25,780,089	$26,553,492	$27,350,097
(1,220,878)	(2,020,659)	(2,081,279)	(1,933,507)	(1,991,512)	(2,051,257)
(37,644)	(62,304)	(64,173)	(59,616)	(61,405)	(63,247)
414,081	685,340	705,901	655,781	675,454	695,718
$15,433,928	$25,544,503	$26,310,838	$24,442,747	$25,176,030	$25,931,311
-	738,453	738,453	738,453	738,453	738,453
$15,433,928	**$26,282,956**	**$27,049,291**	**$25,181,201**	**$25,914,483**	**$26,669,764**
($206,876)	($325,633)	($335,402)	($299,440)	($308,424)	($317,676)
(1,050,928)	(1,654,214)	(1,703,840)	(1,521,158)	(1,566,792)	(1,613,796)
(668,208)	(1,051,793)	(1,083,347)	(967,193)	(996,209)	(1,026,095)
(237,907)	(374,478)	(385,712)	(344,357)	(354,687)	(365,328)
(159,135)	(163,909)	(168,826)	(173,891)	(179,108)	(184,481)
(463,018)	(766,335)	(789,325)	(733,282)	(755,281)	(777,939)
(42,436)	(43,709)	(45,020)	(46,371)	(47,762)	(49,195)
-	-	-	-	-	-
(1,137,815)	(1,790,980)	(1,844,709)	(1,646,923)	(1,696,330)	(1,747,220)
(72,406)	(113,971)	(117,391)	(104,804)	(107,948)	(111,187)
(384,788)	(605,677)	(623,847)	(556,959)	(573,668)	(590,878)
($4,423,517)	**($6,890,698)**	**($7,097,419)**	**($6,394,378)**	**($6,586,210)**	**($6,783,796)**
-	-	-	-	-	-
$11,010,411	**$19,392,258**	**$19,951,872**	**$18,786,823**	**$19,328,274**	**$19,885,968**
($13,516,923)	($13,516,923)	($13,447,431)	($13,352,668)	($13,298,338)	($13,220,253)
-	(1,375,000)	(1,875,000)	(1,075,000)	(1,545,000)	(2,055,000)
5,361,063	-	-	-	-	-
($8,155,860)	**($14,891,923)**	**($15,322,431)**	**($14,427,668)**	**($14,843,338)**	**($15,275,253)**
1.35x	1.30x	1.30x	1.30x	1.30x	1.30x
($332,209)	($522,914)	($538,601)	($480,853)	($495,279)	($510,137)
-	-	-	-	-	-
$2,522,342	**$3,977,421**	**$4,090,840**	**$3,878,301**	**$3,989,657**	**$4,100,578**
($2,182,988)	($3,436,136)	($3,539,220)	($3,159,751)	($3,254,544)	($3,352,180)
($154,339)	($255,445)	($263,108)	($244,427)	($251,760)	($259,313)
($185,014)	($285,840)	($288,512)	($474,122)	($483,353)	($489,084)
$12,435,407	$3,128,835	$3,234,666	-	-	-
-	$751,603	$777,033	$3,157,409	$3,053,288	$3,139,304

Phase 1

PY 8 1-Aug-33 31-Jul-34	PY 9 1-Aug-34 31-Jul-35	PY 10 1-Aug-35 31-Jul-36	PY 11 1-Aug-36 31-Jul-37	PY 12 1-Aug-37 31-Jul-38	PY 13 1-Aug-38 31-Jul-39
$28,170,600	$29,015,718	$29,886,189	$30,782,775	$31,706,258	$32,657,446
(2,112,795)	(2,176,179)	(2,241,464)	(2,308,708)	(2,377,969)	(2,449,308)
(65,145)	(67,099)	(69,112)	(71,185)	(73,321)	(75,520)
716,590	738,087	760,230	783,037	806,528	830,724
$26,709,250	$27,510,527	$28,335,843	$29,185,919	$30,061,496	$30,963,341
738,453	738,453	738,453	738,453	738,453	738,453
$27,447,703	**$28,248,981**	**$29,074,297**	**$29,924,372**	**$30,799,950**	**$31,701,794**
($327,207)	($337,023)	($347,134)	($357,548)	($368,274)	($379,322)
(1,662,210)	(1,712,076)	(1,763,439)	(1,816,342)	(1,870,832)	(1,926,957)
(1,056,878)	(1,088,584)	(1,121,242)	(1,154,879)	(1,189,525)	(1,225,211)
(376,288)	(387,576)	(399,204)	(411,180)	(423,515)	(436,221)
(190,016)	(195,716)	(201,587)	(207,635)	(213,864)	(220,280)
(801,277)	(825,316)	(850,075)	(875,578)	(901,845)	(928,900)
(50,671)	(52,191)	(53,757)	(55,369)	(57,030)	(58,741)
-	-	(761,220)	(751,530)	(740,820)	(729,045)
(1,799,637)	(1,853,626)	(1,909,235)	(1,966,512)	(2,025,507)	(2,086,272)
(114,522)	(117,958)	(121,497)	(125,142)	(128,896)	(132,763)
(608,604)	(626,863)	(645,668)	(665,039)	(684,990)	(705,539)
($6,987,310)	**($7,196,929)**	**($8,174,057)**	**($8,386,752)**	**($8,605,099)**	**($8,829,252)**
-	-	-	-	-	-
$20,460,394	**$21,052,052**	**$20,900,240**	**$21,537,620**	**$22,194,851**	**$22,872,542**
($13,116,394)	($12,984,990)	($12,824,020)	($12,660,775)	($12,480,348)	($12,281,978)
(2,600,000)	(3,185,000)	(3,230,000)	(3,570,000)	(3,925,000)	(4,125,000)
-	-	-	-	-	-
($15,716,394)	**($16,169,990)**	**($16,054,020)**	**($16,230,775)**	**($16,405,348)**	**($16,406,978)**
1.30x	1.30x	1.30x	1.33x	1.35x	1.39x
($525,441)	($541,205)	($557,441)	($574,164)	($591,389)	($609,131)
($25,528)	($248,341)	($57,355)	($58,893)	($60,474)	($62,226)
$4,193,030	**$4,092,517**	**$4,231,425**	**$4,673,788**	**$5,137,641**	**$5,794,207**
($3,452,746)	($3,556,328)	($3,663,018)	($3,772,908)	($3,886,096)	($4,002,678)
($267,092)	($275,105)	($283,358)	($291,859)	($300,615)	($309,633)
($473,192)	($261,083)	($285,049)	($609,020)	($950,930)	($1,481,896)
-	-	-	-	-	-
$3,229,289	$3,320,477	$3,420,369	$3,314,163	$3,455,405	$3,895,015

Phase 1

PY 14 1-Aug-39 31-Jul-40	PY 15 1-Aug-40 31-Jul-41	PY 16 1-Aug-41 31-Jul-42	PY 17 1-Aug-42 31-Jul-43	PY 18 1-Aug-43 31-Jul-44	PY 19 1-Aug-44 31-Jul-45
$33,637,169	$34,646,285	$35,685,673	$36,756,243	$37,858,931	$38,994,698
(2,522,788)	(2,598,471)	(2,676,425)	(2,756,718)	(2,839,420)	(2,924,602)
(77,786)	(80,120)	(82,523)	(84,999)	(87,549)	(90,175)
855,645	881,315	907,754	934,987	963,037	991,928
$31,892,241	$32,849,009	$33,834,479	$34,849,513	$35,894,999	$36,971,848
738,453	738,453	738,453	738,453	738,453	738,453
$32,630,695	**$33,587,462**	**$34,572,932**	**$35,587,967**	**$36,633,452**	**$37,710,302**
($390,702)	($402,423)	($414,496)	($426,931)	($439,738)	($452,931)
(1,984,766)	(2,044,309)	(2,105,638)	(2,168,807)	(2,233,871)	(2,300,888)
(1,261,967)	(1,299,826)	(1,338,821)	(1,378,986)	(1,420,355)	(1,462,966)
(449,307)	(462,786)	(476,670)	(490,970)	(505,699)	(520,870)
(226,888)	(233,695)	(240,706)	(247,927)	(255,365)	(263,026)
(956,767)	(985,470)	(1,015,034)	(1,045,485)	(1,076,850)	(1,109,155)
(60,504)	(62,319)	(64,188)	(66,114)	(68,097)	(70,140)
(716,670)	(703,665)	(690,000)	(675,645)	(660,570)	(644,730)
(2,148,861)	(2,213,326)	(2,279,726)	(2,348,118)	(2,418,562)	(2,491,118)
(136,746)	(140,848)	(145,073)	(149,426)	(153,908)	(158,526)
(726,706)	(748,507)	(770,962)	(794,091)	(817,914)	(842,451)
($9,059,883)	**($9,297,175)**	**($9,541,315)**	**($9,792,499)**	**($10,050,930)**	**($10,316,801)**
-	-	-	-	-	-
$23,570,811	**$24,290,287**	**$25,031,617**	**$25,795,467**	**$26,582,522**	**$27,393,501**
($12,073,501)	($11,854,410)	($11,624,200)	($11,382,366)	($11,128,403)	($10,861,551)
(4,335,000)	(4,555,000)	(4,785,000)	(5,025,000)	(5,280,000)	(5,545,000)
-	-	-	-	-	-
($16,408,501)	**($16,409,410)**	**($16,409,200)**	**($16,407,366)**	**($16,408,403)**	**($16,406,551)**
1.44x	1.48x	1.53x	1.57x	1.62x	1.67x
($627,405)	($646,227)	($665,613)	($685,582)	($706,149)	($727,334)
($64,028)	($65,882)	($67,788)	($69,750)	($71,764)	($73,837)
$6,470,878	**$7,168,769**	**$7,889,016**	**$8,632,770**	**$9,396,206**	**$10,185,779**
($4,122,759)	($4,246,442)	($4,373,835)	($4,505,050)	($4,640,201)	($4,779,407)
($318,922)	($328,490)	($338,345)	($348,495)	($358,950)	($369,718)
($2,029,197)	($2,593,837)	($3,176,836)	($3,779,225)	($4,397,055)	($5,036,653)
-	-	-	-	-	-
$4,352,385	$5,018,998	$5,706,458	$6,410,891	$7,138,703	$7,891,053

Phase 1

PY 20 1-Aug-45 31-Jul-46	PY 21 1-Aug-46 31-Jul-47	PY 22 1-Aug-47 31-Jul-48	PY 23 1-Aug-48 31-Jul-49	PY 24 1-Aug-49 31-Jul-50	PY 25 1-Aug-50 31-Jul-51
$40,164,539	$41,369,476	$42,610,560	$43,888,877	$45,205,543	$46,561,709
(3,012,340)	(3,102,711)	(3,195,792)	(3,291,666)	(3,390,416)	(3,492,128)
(92,880)	(95,667)	(98,537)	(101,493)	(104,538)	(107,674)
1,021,685	1,052,336	1,083,906	1,116,423	1,149,916	1,184,413
$38,081,004	$39,223,434	$40,400,137	$41,612,141	$42,860,505	$44,146,321
738,453	738,453	738,453	738,453	738,453	738,453
$38,819,457	**$39,961,887**	**$41,138,591**	**$42,350,595**	**$43,598,959**	**$44,884,774**
($466,519)	($480,514)	($494,930)	($509,777)	($525,071)	($540,823)
(2,369,914)	(2,441,012)	(2,514,242)	(2,589,669)	(2,667,359)	(2,747,380)
(1,506,855)	(1,552,061)	(1,598,622)	(1,646,581)	(1,695,978)	(1,746,858)
(536,496)	(552,591)	(569,169)	(586,244)	(603,831)	(621,946)
(270,917)	(279,044)	(287,416)	(296,038)	(304,919)	(314,067)
(1,142,430)	(1,176,703)	(1,212,004)	(1,248,364)	(1,285,815)	(1,324,390)
(72,244)	(74,412)	(76,644)	(78,943)	(81,312)	(83,751)
(628,095)	(610,620)	(592,260)	(572,970)	(552,705)	(531,420)
(2,565,852)	(2,642,827)	(2,722,112)	(2,803,776)	(2,887,889)	(2,974,526)
(163,281)	(168,180)	(173,225)	(178,422)	(183,775)	(189,288)
(867,724)	(893,756)	(920,569)	(948,186)	(976,632)	(1,005,930)
($10,590,328)	**($10,871,720)**	**($11,161,193)**	**($11,458,971)**	**($11,765,286)**	**($12,080,378)**
-	-	-	-	-	-
$28,229,129	**$29,090,168**	**$29,977,398**	**$30,891,624**	**$31,833,673**	**$32,804,396**
($10,581,307)	($10,286,912)	($9,977,607)	($9,652,635)	($9,311,237)	($8,952,656)
(5,825,000)	(6,120,000)	(6,430,000)	(6,755,000)	(7,095,000)	(7,455,000)
-	-	-	-	-	-
($16,406,307)	**($16,406,912)**	**($16,407,607)**	**($16,407,635)**	**($16,406,237)**	**($16,407,656)**
1.72x	1.77x	1.83x	1.88x	1.94x	2.00x
($749,154)	($771,628)	($794,777)	($818,621)	($843,179)	($868,475)
($75,967)	($78,155)	($80,405)	($82,718)	($85,097)	($87,539)
$10,997,702	**$11,833,472**	**$12,694,608**	**$13,582,650**	**$14,499,160**	**$15,440,726**
($4,922,790)	($5,070,473)	($5,222,587)	($5,379,265)	($5,540,643)	($5,706,862)
($380,810)	($392,234)	($404,001)	($416,121)	($428,605)	($441,463)
($5,694,102)	($6,370,764)	($7,068,019)	($7,787,263)	($8,529,912)	($9,292,400)
-	-	-	-	-	-
$8,664,122	$9,459,374	$10,283,292	$11,127,119	$12,002,643	$12,901,150

Phase 1

PY 26 1-Aug-51 31-Jul-52	PY 27 1-Aug-52 31-Jul-53	PY 28 1-Aug-53 31-Jul-54	PY 29 1-Aug-54 31-Jul-55	PY 30 1-Aug-55 31-Jul-56	PY 31 1-Aug-56 31-Jul-57
$47,958,561	$49,397,317	$50,879,237	$52,405,614	$53,977,782	$55,597,116
(3,596,892)	(3,704,799)	(3,815,943)	(3,930,421)	(4,048,334)	(4,169,784)
(110,904)	(114,231)	(117,658)	(121,188)	(124,824)	(128,568)
1,219,946	1,256,544	1,294,241	1,333,068	1,373,060	1,414,252
$45,470,710	$46,834,832	$48,239,876	$49,687,073	$51,177,685	$52,713,015
738,453	738,453	738,453	738,453	738,453	738,453
$46,209,164	**$47,573,285**	**$48,978,330**	**$50,425,526**	**$51,916,138**	**$53,451,469**
($557,048)	($573,759)	($590,972)	($608,701)	($626,962)	($645,771)
(2,829,801)	(2,914,695)	(3,002,136)	(3,092,200)	(3,184,966)	(3,280,515)
(1,799,264)	(1,853,241)	(1,908,839)	(1,966,104)	(2,025,087)	(2,085,840)
(640,605)	(659,823)	(679,617)	(700,006)	(721,006)	(742,636)
(323,489)	(333,193)	(343,189)	(353,485)	(364,089)	(375,012)
(1,364,121)	(1,405,045)	(1,447,196)	(1,490,612)	(1,535,331)	(1,581,390)
(86,264)	(88,852)	(91,517)	(94,263)	(97,090)	(100,003)
(509,055)	(485,565)	(460,890)	(434,955)	(407,715)	(379,095)
(3,063,761)	(3,155,674)	(3,250,344)	(3,347,855)	(3,448,290)	(3,551,739)
(194,967)	(200,816)	(206,840)	(213,045)	(219,437)	(226,020)
(1,036,108)	(1,067,192)	(1,099,207)	(1,132,184)	(1,166,149)	(1,201,134)
($12,404,482)	**($12,737,855)**	**($13,080,749)**	**($13,433,409)**	**($13,796,123)**	**($14,169,155)**
-	-	-	-	-	-
$33,804,681	**$34,835,430**	**$35,897,581**	**$36,992,117**	**$38,120,015**	**$39,282,314**
($8,575,880)	($8,180,152)	($7,764,460)	($7,327,542)	($6,868,639)	($6,386,487)
(7,830,000)	(8,225,000)	(8,645,000)	(9,080,000)	(9,540,000)	(10,020,000)
-	-	-	-	-	-
($16,405,880)	**($16,405,152)**	**($16,409,460)**	**($16,407,542)**	**($16,408,639)**	**($16,406,487)**
2.06x	2.12x	2.19x	2.25x	2.32x	2.39x
($894,529)	($921,365)	($949,006)	($977,476)	($1,006,800)	($1,037,004)
($90,052)	($92,634)	($95,283)	($98,009)	($100,809)	($103,688)
$16,414,221	**$17,416,280**	**$18,443,833**	**$19,509,090**	**$20,603,767**	**$21,735,134**
($5,878,068)	($6,054,410)	($6,236,043)	($6,423,124)	($6,615,818)	($6,814,292)
($454,707)	($468,348)	($482,399)	($496,871)	($511,777)	($527,130)
($10,081,445)	($10,893,521)	($11,725,391)	($12,589,095)	($13,476,173)	($14,393,712)
-	-	-	-	-	-
$13,824,478	$14,779,485	$15,762,791	$16,776,305	$17,821,961	$18,896,724

Phase 1

PY 32 1-Aug-57 31-Jul-58	PY 33 1-Aug-58 31-Jul-59	PY 34 1-Aug-59 31-Jul-60	PY 35 1-Aug-60 31-Jul-61	PY 36 1-Aug-61 31-Jul-62	PY 37 1-Aug-62 31-Jul-63
$57,265,029	$58,982,980	$60,752,470	$62,575,044	$64,452,295	$66,385,864
(4,294,877)	(4,423,724)	(4,556,435)	(4,693,128)	(4,833,922)	(4,978,940)
(132,425)	(136,398)	(140,490)	(144,705)	(149,046)	(153,517)
1,456,679	1,500,380	1,545,391	1,591,753	1,639,505	1,688,690
$54,294,406	$55,923,238	$57,600,935	$59,328,963	$61,108,832	$62,942,097
738,453	738,453	738,453	738,453	738,453	738,453
$55,032,859	**$56,661,692**	**$58,339,389**	**$60,067,417**	**$61,847,286**	**$63,680,551**
($665,144)	($685,098)	($705,651)	($726,821)	($748,625)	($771,084)
(3,378,931)	(3,480,299)	(3,584,708)	(3,692,249)	(3,803,016)	(3,917,107)
(2,148,415)	(2,212,867)	(2,279,253)	(2,347,631)	(2,418,060)	(2,490,601)
(764,915)	(787,863)	(811,499)	(835,844)	(860,919)	(886,747)
(386,262)	(397,850)	(409,786)	(422,079)	(434,742)	(447,784)
(1,628,832)	(1,677,697)	(1,728,028)	(1,779,869)	(1,833,265)	(1,888,263)
(103,003)	(106,093)	(109,276)	(112,554)	(115,931)	(119,409)
(349,035)	(317,445)	(284,265)	(249,405)	(212,790)	(174,315)
(3,658,291)	(3,768,040)	(3,881,081)	(3,997,514)	(4,117,439)	(4,240,962)
(232,800)	(239,784)	(246,978)	(254,387)	(262,019)	(269,879)
(1,237,168)	(1,274,283)	(1,312,511)	(1,351,886)	(1,392,443)	(1,434,216)
($14,552,797)	**($14,947,320)**	**($15,353,036)**	**($15,770,239)**	**($16,199,249)**	**($16,640,368)**
-	-	-	-	-	-
$40,480,062	**$41,714,372**	**$42,986,352**	**$44,297,177**	**$45,648,036**	**$47,040,182**
($5,880,076)	($5,347,890)	($4,788,918)	($4,201,643)	($3,584,802)	($2,936,627)
(10,530,000)	(11,060,000)	(11,620,000)	(12,205,000)	(12,825,000)	(13,470,000)
-	-	-	-	-	-
($16,410,076)	**($16,407,890)**	**($16,408,918)**	**($16,406,643)**	**($16,409,802)**	**($16,406,627)**
2.47x	2.54x	2.62x	2.70x	2.78x	2.87x
($1,068,114)	($1,100,158)	($1,133,162)	($1,167,157)	($1,202,172)	($1,238,237)
($106,642)	($109,680)	($112,800)	($116,006)	($119,296)	($122,680)
$22,895,230	**$24,096,644**	**$25,331,473**	**$26,607,371**	**$27,916,766**	**$29,272,639**
($7,018,721)	($7,229,283)	($7,446,161)	($7,669,546)	($7,899,632)	($8,136,621)
($542,944)	($559,232)	($576,009)	($593,290)	($611,088)	($629,421)
($15,333,565)	($16,308,129)	($17,309,303)	($18,344,536)	($19,406,046)	($20,506,597)
-	-	-	-	-	-
$20,002,846	$21,147,608	$22,323,057	$23,536,799	$24,791,201	$26,078,672

Phase 1

PY 38 1-Aug-63 31-Jul-64	PY 39 1-Aug-64 31-Jul-65	PY 40 1-Aug-65 31-Jul-66	PY 41 1-Aug-66 31-Jul-67	PY 42 1-Aug-67 31-Jul-68	PY 43 1-Aug-68 31-Jul-69
$68,377,440	$70,428,763	$72,541,626	$74,717,875	$76,959,411	$8,807,577
(5,128,308)	(5,282,157)	(5,440,622)	(5,603,841)	(5,771,956)	(660,568)
(158,123)	(162,867)	(167,753)	(172,785)	(177,969)	(20,368)
1,739,351	1,791,532	1,845,278	1,900,636	1,957,655	224,043
$64,830,360	$66,775,271	$68,778,529	$70,841,885	$72,967,141	$8,350,684
738,453	738,453	-	-	-	-
$65,568,814	**$67,513,724**	**$68,778,529**	**$70,841,885**	**$72,967,141**	**$8,350,684**
($794,217)	($818,043)	($842,584)	($867,862)	($893,898)	($76,726)
(4,034,620)	(4,155,659)	(4,280,329)	(4,408,738)	(4,541,001)	(389,769)
(2,565,320)	(2,642,279)	(2,721,547)	(2,803,194)	(2,887,290)	(247,826)
(913,349)	(940,750)	(968,972)	(998,041)	(1,027,982)	(88,235)
(461,218)	(475,054)	(489,306)	(503,985)	(519,104)	(44,556)
(1,944,911)	(2,003,258)	(2,063,356)	(2,125,257)	(2,189,014)	(250,521)
(122,991)	(126,681)	(130,482)	(134,396)	(138,428)	(11,882)
(133,905)	(91,455)	(46,860)	-	-	-
(4,368,191)	(4,499,237)	(4,634,214)	(4,773,240)	(4,916,438)	(421,994)
(277,976)	(286,315)	(294,905)	(303,752)	(312,864)	(26,854)
(1,477,243)	(1,521,560)	(1,567,207)	(1,614,223)	(1,662,650)	(142,711)
($17,093,940)	**($17,560,291)**	**($18,039,761)**	**($18,532,688)**	**($19,088,669)**	**($1,701,074)**
-	-	$16,410,076	-	-	-
$48,474,874	**$49,953,434**	**$67,148,844**	**$52,309,197**	**$53,878,473**	**$6,649,610**
($2,255,853)	($1,540,712)	($789,435)	-	-	-
(14,150,000)	(14,865,000)	(15,620,000)	-	-	-
-	-	-	-	-	-
($16,405,853)	**($16,405,712)**	**($16,409,435)**	**-**	**-**	**-**
2.95x	3.04x	4.09x			
($1,275,384)	($1,313,646)	($1,353,055)	($1,393,647)	($1,435,456)	($123,210)
($126,153)	($129,720)	$4,848,204	-	-	-
$30,667,483	**$32,104,356**	**$54,234,558**	**$50,915,550**	**$52,443,017**	**$6,526,400**
($8,380,720)	($8,632,141)	($8,891,106)	($9,157,839)	($9,432,574)	($809,629)
($648,304)	($667,753)	($687,785)	($708,419)	($729,671)	($83,507)
($21,638,460)	($22,804,462)	($44,655,668)	($41,049,293)	($42,280,771)	($5,633,264)
-	-	-	-	-	-
$27,407,176	$28,774,449	$30,188,521	$31,642,201	$54,295,304	$51,445,300

Phase 2

WKU Comprehensive Campus Redevelopment Gilbane Preliminary Pro Forma	
Project Year	**PY 1**
Project Fiscal Year (Start)	**1-Aug-26**
Project Fiscal Year (End)	**31-Jul-27**
PHASE 2 PRO FORMA	
PROJECT REVENUES	
Gross Rental Revenue	-
Vacancy	-
Bad Debt	-
Other Revenue	-
Net Residential Revenue	-
Interest Bearing Account Earnings	-
Total Net Revenues	**-**
SENIOR OPERATING EXPENSES	
Administrative & Marketing	-
Payroll & Benefits	-
Repairs, Maintenance & Supplies	-
Turnover Expenses	-
Financing & SPV Costs	-
Property Mgmt. Fee (3% of Net Revenue)	-
Bond Related Fees	-
Bond Insurance Premium	-
Utilities	-
WIFI	-
Insurance	-
Sr Operating Expenses - Residential	**-**
Release of DSRF	-
Net Operating Income	**-**
SENIOR TAX-EXEMPT DEBT SERVICE	
Interest Expense	-
Principal Repayment	-
Less Capitalized Interest Funding	-
Net Sr Debt Service	**-**
Senior DSCR	-
Senior Repair & Replacement Reserve Deposit ($165 / bed)	-
Operating Reserve (Deposits) / Releases	-
Deposits to Surplus Fund	**-**
WKU Residence Life Budget (Retained Services)	-
Property Management Incentive Fee (1% of Net Revenue)	-
Cash Flow to Western Kentucky University	-

Phase 2

PY 2 1-Aug-27 31-Jul-28	PY 3 1-Aug-28 31-Jul-29	PY 4 1-Aug-29 31-Jul-30	PY 5 1-Aug-30 31-Jul-31	PY 6 1-Aug-31 31-Jul-32	PY 7 1-Aug-32 31-Jul-33
-	$5,874,180	$6,070,049	$24,085,382	$24,807,943	$25,552,182
-	(440,563)	(455,254)	(1,806,404)	(1,860,596)	(1,916,414)
-	(13,584)	(14,037)	(55,697)	(57,368)	(59,089)
-	149,424	154,407	612,672	631,052	649,984
-	$5,569,456	$5,755,165	$22,835,953	$23,521,031	$24,226,662
-	-	-	784,056	784,056	784,056
-	**$5,569,456**	**$5,755,165**	**$23,620,008**	**$24,305,087**	**$25,010,718**
-	($69,002)	($71,245)	($253,046)	($260,638)	($268,457)
-	(350,529)	(361,923)	(1,285,475)	(1,324,040)	(1,363,761)
-	(222,876)	(230,120)	(817,340)	(841,860)	(867,116)
-	(79,352)	(81,931)	(291,003)	(299,733)	(308,725)
-	(154,125)	(159,135)	(163,909)	(168,826)	(173,891)
-	(167,084)	(172,655)	(685,079)	(705,631)	(726,800)
-	(43,603)	(45,020)	(46,371)	(47,762)	(49,195)
-	-	-	-	-	-
-	(379,510)	(391,846)	(1,391,755)	(1,433,508)	(1,476,513)
-	(24,151)	(24,936)	(88,566)	(91,223)	(93,960)
-	(128,343)	(132,515)	(470,666)	(484,786)	(499,330)
-	**($1,618,573)**	**($1,671,327)**	**($5,493,211)**	**($5,658,007)**	**($5,827,747)**
-	-	-	-	-	-
-	**$3,950,883**	**$4,083,839**	**$18,126,798**	**$18,647,080**	**$19,182,971**
-	($14,232,317)	($14,232,317)	($14,232,317)	($14,218,671)	($14,183,293)
-	-	-	(270,000)	(700,000)	(1,165,000)
-	11,193,176	11,090,902	144,313	-	-
-	**($3,039,141)**	**($3,141,414)**	**($14,358,004)**	**($14,918,671)**	**($15,348,293)**
-	1.30x	1.30x	1.26x	1.25x	1.25x
-	($104,445)	($107,840)	($383,026)	($394,516)	($406,352)
-	-	($45,394)	($46,756)	($48,158)	($49,603)
-	**$807,297**	**$834,584**	**$3,385,768**	**$3,288,499**	**$3,381,570**
-	($687,992)	($708,632)	($2,516,912)	($2,592,419)	($2,670,192)
-	($55,695)	($57,552)	($228,360)	($235,210)	($242,267)
-	($63,611)	($68,401)	($640,497)	($460,869)	($469,112)

Phase 2

PY 8 1-Aug-33 31-Jul-34	PY 9 1-Aug-34 31-Jul-35	PY 10 1-Aug-35 31-Jul-36	PY 11 1-Aug-36 31-Jul-37	PY 12 1-Aug-37 31-Jul-38	PY 13 1-Aug-38 31-Jul-39
$26,318,747	$27,108,309	$27,921,559	$28,759,205	$29,621,982	$30,510,641
(1,973,906)	(2,033,123)	(2,094,117)	(2,156,940)	(2,221,649)	(2,288,298)
(60,862)	(62,688)	(64,569)	(66,506)	(68,501)	(70,556)
669,483	689,568	710,255	731,562	753,509	776,114
$24,953,462	$25,702,066	$26,473,128	$27,267,322	$28,085,341	$28,927,902
784,056	784,056	784,056	784,056	784,056	784,056
$25,737,518	**$26,486,122**	**$27,257,184**	**$28,051,377**	**$28,869,397**	**$29,711,957**
($276,511)	($284,806)	($293,350)	($302,151)	($311,215)	($320,552)
(1,404,674)	(1,446,814)	(1,490,218)	(1,534,925)	(1,580,973)	(1,628,402)
(893,129)	(919,923)	(947,521)	(975,946)	(1,005,225)	(1,035,381)
(317,987)	(327,527)	(337,353)	(347,473)	(357,897)	(368,634)
(179,108)	(184,481)	(190,016)	(195,716)	(201,587)	(207,635)
(748,604)	(771,062)	(794,194)	(818,020)	(842,560)	(867,837)
(50,671)	(52,191)	(53,757)	(55,369)	(57,030)	(58,741)
-	-	-	-	(808,245)	(797,955)
(1,520,808)	(1,566,432)	(1,613,425)	(1,661,828)	(1,711,683)	(1,763,033)
(96,779)	(99,682)	(102,673)	(105,753)	(108,925)	(112,193)
(514,310)	(529,739)	(545,631)	(562,000)	(578,860)	(596,226)
($6,002,580)	**($6,182,657)**	**($6,368,137)**	**($6,559,181)**	**($7,564,201)**	**($7,756,590)**
-	-	-	-	-	-
$19,734,938	**$20,303,465**	**$20,889,047**	**$21,492,197**	**$21,305,196**	**$21,955,367**
($14,124,414)	($14,040,265)	($13,928,824)	($13,788,323)	($13,616,234)	($13,442,882)
(1,665,000)	(2,205,000)	(2,780,000)	(3,405,000)	(3,430,000)	(3,790,000)
-	-	-	-	-	-
($15,789,414)	**($16,245,265)**	**($16,708,824)**	**($17,193,323)**	**($17,046,234)**	**($17,232,882)**
1.25x	1.25x	1.25x	1.25x	1.25x	1.27x
($418,542)	($431,099)	($444,032)	($457,353)	($471,073)	($485,205)
($51,091)	($254,685)	($51,630)	($52,986)	($54,376)	($55,944)
$3,478,823	**$3,577,498**	**$3,685,100**	**$3,586,836**	**$3,736,258**	**$4,184,294**
($2,750,297)	($2,832,806)	($2,917,791)	($3,005,324)	($3,095,484)	($3,188,349)
($249,535)	($257,021)	($264,731)	($272,673)	($280,853)	($289,279)
($478,991)	($487,671)	($502,578)	($308,838)	($359,921)	($706,666)

Phase 2

PY 14 1-Aug-39 31-Jul-40	PY 15 1-Aug-40 31-Jul-41	PY 16 1-Aug-41 31-Jul-42	PY 17 1-Aug-42 31-Jul-43	PY 18 1-Aug-43 31-Jul-44	PY 19 1-Aug-44 31-Jul-45
$31,425,960	$32,368,739	$33,339,801	$34,339,995	$35,370,195	$36,431,301
(2,356,947)	(2,427,655)	(2,500,485)	(2,575,500)	(2,652,765)	(2,732,348)
(72,673)	(74,853)	(77,098)	(79,411)	(81,794)	(84,247)
799,398	823,380	848,081	873,524	899,729	926,721
$29,795,739	$30,689,611	$31,610,299	$32,558,608	$33,535,366	$34,541,427
784,056	784,056	784,056	784,056	784,056	784,056
$30,579,794	**$31,473,666**	**$32,394,355**	**$33,342,664**	**$34,319,422**	**$35,325,483**
($330,168)	($340,073)	($350,275)	($360,784)	($371,607)	($382,755)
(1,677,254)	(1,727,571)	(1,779,399)	(1,832,781)	(1,887,764)	(1,944,397)
(1,066,443)	(1,098,436)	(1,131,389)	(1,165,331)	(1,200,291)	(1,236,300)
(379,693)	(391,084)	(402,817)	(414,901)	(427,348)	(440,169)
(213,864)	(220,280)	(226,888)	(233,695)	(240,706)	(247,927)
(893,872)	(920,688)	(948,309)	(976,758)	(1,006,061)	(1,036,243)
(60,504)	(62,319)	(64,188)	(66,114)	(68,097)	(70,140)
(786,585)	(774,075)	(760,935)	(747,135)	(732,630)	(717,390)
(1,815,924)	(1,870,402)	(1,926,514)	(1,984,310)	(2,043,839)	(2,105,154)
(115,559)	(119,026)	(122,596)	(126,274)	(130,062)	(133,964)
(614,113)	(632,536)	(651,512)	(671,057)	(691,189)	(711,925)
($7,953,979)	**($8,156,491)**	**($8,364,823)**	**($8,579,140)**	**($8,799,595)**	**($9,026,364)**
-	-	-	-	-	-
$22,625,815	**$23,317,176**	**$24,029,532**	**$24,763,524**	**$25,519,827**	**$26,299,119**
($13,251,335)	($13,040,584)	($12,819,218)	($12,586,734)	($12,342,373)	($12,085,630)
(4,170,000)	(4,380,000)	(4,600,000)	(4,835,000)	(5,080,000)	(5,335,000)
-	-	-	-	-	-
($17,421,335)	**($17,420,584)**	**($17,419,218)**	**($17,421,734)**	**($17,422,373)**	**($17,420,630)**
1.30x	1.34x	1.38x	1.42x	1.46x	1.51x
($499,761)	($514,754)	($530,197)	($546,103)	($562,486)	($579,360)
($57,556)	($59,210)	($60,911)	($62,661)	($64,459)	($66,305)
$4,650,342	**$5,325,894**	**$6,022,561**	**$6,736,477**	**$7,474,057**	**$8,236,467**
($3,283,999)	($3,382,519)	($3,483,995)	($3,588,514)	($3,696,170)	($3,807,055)
($297,957)	($306,896)	($316,103)	($325,586)	($335,354)	($345,414)
($1,068,386)	($1,636,479)	($2,222,463)	($2,822,377)	($3,442,533)	($4,083,998)

Phase 2

	PY 20 1-Aug-45 31-Jul-46	PY 21 1-Aug-46 31-Jul-47	PY 22 1-Aug-47 31-Jul-48	PY 23 1-Aug-48 31-Jul-49	PY 24 1-Aug-49 31-Jul-50	PY 25 1-Aug-50 31-Jul-51
	$37,524,240	$38,649,967	$39,809,466	$41,003,750	$42,233,863	$43,500,879
	(2,814,318)	(2,898,748)	(2,985,710)	(3,075,281)	(3,167,540)	(3,262,566)
	(86,775)	(89,378)	(92,059)	(94,821)	(97,666)	(100,596)
	954,523	983,159	1,012,653	1,043,033	1,074,324	1,106,554
	$35,577,670	$36,645,000	$37,744,350	$38,876,681	$40,042,981	$41,244,271
	784,056	784,056	784,056	784,056	784,056	784,056
	$36,361,726	**$37,429,056**	**$38,528,406**	**$39,660,736**	**$40,827,037**	**$42,028,326**
	($394,238)	($406,065)	($418,247)	($430,794)	($443,718)	($457,030)
	(2,002,729)	(2,062,811)	(2,124,695)	(2,188,436)	(2,254,089)	(2,321,712)
	(1,273,389)	(1,311,590)	(1,350,938)	(1,391,466)	(1,433,210)	(1,476,206)
	(453,374)	(466,975)	(480,984)	(495,414)	(510,276)	(525,584)
	(255,365)	(263,026)	(270,917)	(279,044)	(287,416)	(296,038)
	(1,067,330)	(1,099,350)	(1,132,331)	(1,166,300)	(1,201,289)	(1,237,328)
	(72,244)	(74,412)	(76,644)	(78,943)	(81,312)	(83,751)
	(701,385)	(684,570)	(666,900)	(648,345)	(628,845)	(608,370)
	(2,168,309)	(2,233,358)	(2,300,359)	(2,369,370)	(2,440,451)	(2,513,664)
	(137,983)	(142,123)	(146,386)	(150,778)	(155,301)	(159,960)
	(733,283)	(755,281)	(777,940)	(801,278)	(825,316)	(850,076)
	($9,259,628)	**($9,499,561)**	**($9,746,340)**	**($10,000,168)**	**($10,261,223)**	**($10,529,720)**
	-	-	-	-	-	-
	$27,102,098	**$27,929,495**	**$28,782,066**	**$29,660,568**	**$30,565,814**	**$31,498,607**
	($11,815,999)	($11,532,723)	($11,235,042)	($10,922,452)	($10,593,942)	($10,249,007)
	(5,605,000)	(5,890,000)	(6,185,000)	(6,500,000)	(6,825,000)	(7,170,000)
	-	-	-	-	-	-
	($17,420,999)	**($17,422,723)**	**($17,420,042)**	**($17,422,452)**	**($17,418,942)**	**($17,419,007)**
	1.56x	1.60x	1.65x	1.70x	1.75x	1.81x
	($596,741)	($614,644)	($633,083)	($652,075)	($671,638)	($691,787)
	($68,205)	($70,154)	($72,161)	($74,221)	($76,335)	($78,510)
	$9,019,898	**$9,825,824**	**$10,660,736**	**$11,515,886**	**$12,403,073**	**$13,313,592**
	($3,921,267)	($4,038,905)	($4,160,072)	($4,284,874)	($4,413,420)	($4,545,823)
	($355,777)	($366,450)	($377,444)	($388,767)	($400,430)	($412,443)
	($4,742,855)	($5,420,470)	($6,123,220)	($6,842,246)	($7,589,223)	($8,355,327)

Phase 2

PY 26 1-Aug-51 31-Jul-52	PY 27 1-Aug-52 31-Jul-53	PY 28 1-Aug-53 31-Jul-54	PY 29 1-Aug-54 31-Jul-55	PY 30 1-Aug-55 31-Jul-56	PY 31 1-Aug-56 31-Jul-57
$44,805,905	$46,150,082	$47,534,585	$48,960,622	$50,429,441	$51,942,324
(3,360,443)	(3,461,256)	(3,565,094)	(3,672,047)	(3,782,208)	(3,895,674)
(103,614)	(106,722)	(109,924)	(113,221)	(116,618)	(120,117)
1,139,750	1,173,943	1,209,161	1,245,436	1,282,799	1,321,283
$42,481,599	$43,756,047	$45,068,728	$46,420,790	$47,813,414	$49,247,816
784,056	784,056	784,056	784,056	784,056	784,056
$43,265,654	**$44,540,102**	**$45,852,784**	**$47,204,846**	**$48,597,469**	**$50,031,872**
($470,741)	($484,863)	($499,409)	($514,391)	($529,823)	($545,718)
(2,391,363)	(2,463,104)	(2,536,997)	(2,613,107)	(2,691,500)	(2,772,245)
(1,520,493)	(1,566,107)	(1,613,091)	(1,661,483)	(1,711,328)	(1,762,668)
(541,352)	(557,592)	(574,320)	(591,550)	(609,296)	(627,575)
(304,919)	(314,067)	(323,489)	(333,193)	(343,189)	(353,485)
(1,274,448)	(1,312,681)	(1,352,062)	(1,392,624)	(1,434,402)	(1,477,434)
(86,264)	(88,852)	(91,517)	(94,263)	(97,090)	(100,003)
(586,860)	(564,255)	(540,510)	(515,565)	(489,360)	(461,835)
(2,589,074)	(2,666,746)	(2,746,749)	(2,829,151)	(2,914,026)	(3,001,446)
(164,759)	(169,702)	(174,793)	(180,037)	(185,438)	(191,001)
(875,578)	(901,845)	(928,900)	(956,767)	(985,471)	(1,015,035)
($10,805,850)	**($11,089,815)**	**($11,381,837)**	**($11,682,131)**	**($11,990,923)**	**($12,308,445)**
-	-	-	-	-	-
$32,459,804	**$33,450,288**	**$34,470,947**	**$35,522,714**	**$36,606,546**	**$37,723,427**
($9,886,635)	($9,505,816)	($9,105,792)	($8,685,552)	($8,244,085)	($7,780,380)
(7,535,000)	(7,915,000)	(8,315,000)	(8,735,000)	(9,175,000)	(9,640,000)
-	-	-	-	-	-
($17,421,635)	**($17,420,816)**	**($17,420,792)**	**($17,420,552)**	**($17,419,085)**	**($17,420,380)**
1.86x	1.92x	1.98x	2.04x	2.10x	2.17x
($712,540)	($733,917)	($755,934)	($778,612)	($801,970)	($826,030)
($80,743)	($83,038)	($85,395)	($87,815)	($90,299)	($92,853)
$14,249,294	**$15,217,045**	**$16,213,478**	**$17,240,513**	**$18,300,096**	**$19,389,202**
($4,682,197)	($4,822,663)	($4,967,343)	($5,116,363)	($5,269,854)	($5,427,950)
($424,816)	($437,560)	($450,687)	($464,208)	($478,134)	($492,478)
($9,142,281)	($9,956,822)	($10,795,448)	($11,659,942)	($12,552,107)	($13,468,774)

Phase 2

PY 32 1-Aug-57 31-Jul-58	PY 33 1-Aug-58 31-Jul-59	PY 34 1-Aug-59 31-Jul-60	PY 35 1-Aug-60 31-Jul-61	PY 36 1-Aug-61 31-Jul-62	PY 37 1-Aug-62 31-Jul-63
$53,500,594	$55,105,612	$56,758,780	$58,461,543	$60,215,390	$62,021,851
(4,012,545)	(4,132,921)	(4,256,909)	(4,384,616)	(4,516,154)	(4,651,639)
(123,720)	(127,432)	(131,255)	(135,192)	(139,248)	(143,426)
1,360,921	1,401,749	1,443,801	1,487,116	1,531,729	1,577,681
$50,725,251	$52,247,008	$53,814,418	$55,428,851	$57,091,716	$58,804,468
784,056	784,056	784,056	784,056	784,056	784,056
$51,509,306	**$53,031,064**	**$54,598,474**	**$56,212,907**	**$57,875,772**	**$59,588,524**
($562,089)	($578,952)	($596,320)	($614,210)	($632,636)	($651,615)
(2,855,412)	(2,941,075)	(3,029,307)	(3,120,186)	(3,213,792)	(3,310,206)
(1,815,548)	(1,870,014)	(1,926,115)	(1,983,898)	(2,043,415)	(2,104,717)
(646,402)	(665,794)	(685,768)	(706,341)	(727,532)	(749,358)
(364,089)	(375,012)	(386,262)	(397,850)	(409,786)	(422,079)
(1,521,758)	(1,567,410)	(1,614,433)	(1,662,866)	(1,712,751)	(1,764,134)
(103,003)	(106,093)	(109,276)	(112,554)	(115,931)	(119,409)
(432,915)	(402,525)	(370,605)	(337,065)	(301,830)	(264,825)
(3,091,490)	(3,184,235)	(3,279,762)	(3,378,154)	(3,479,499)	(3,583,884)
(196,731)	(202,633)	(208,712)	(214,973)	(221,423)	(228,065)
(1,045,486)	(1,076,850)	(1,109,156)	(1,142,430)	(1,176,703)	(1,212,004)
($12,634,923)	**($12,970,594)**	**($13,315,716)**	**($13,670,529)**	**($14,035,298)**	**($14,410,297)**
-	-	-	-	-	-
$38,874,383	**$40,060,470**	**$41,282,758**	**$42,542,377**	**$43,840,474**	**$45,178,226**
($7,293,175)	($6,781,205)	($6,243,459)	($5,678,422)	($5,084,829)	($4,461,419)
(10,130,000)	(10,640,000)	(11,180,000)	(11,745,000)	(12,335,000)	(12,960,000)
-	-	-	-	-	-
($17,423,175)	**($17,421,205)**	**($17,423,459)**	**($17,423,422)**	**($17,419,829)**	**($17,421,419)**
2.23x	2.30x	2.37x	2.44x	2.52x	2.59x
($850,810)	($876,335)	($902,625)	($929,704)	($957,595)	($986,322)
($95,473)	($98,165)	($100,932)	($103,768)	($106,682)	($109,671)
$20,510,099	**$21,670,078**	**$22,861,201**	**$24,091,087**	**$25,362,118**	**$26,666,717**
($5,590,788)	($5,758,512)	($5,931,267)	($6,109,206)	($6,292,482)	($6,481,256)
($507,253)	($522,470)	($538,144)	($554,289)	($570,917)	($588,045)
($14,412,058)	($15,389,096)	($16,391,790)	($17,427,593)	($18,498,719)	($19,597,416)

Phase 2

PY 38 1-Aug-63 31-Jul-64	PY 39 1-Aug-64 31-Jul-65	PY 40 1-Aug-65 31-Jul-66	PY 41 1-Aug-66 31-Jul-67	PY 42 1-Aug-67 31-Jul-68	PY 43 1-Aug-68 31-Jul-69
$63,882,507	$65,798,982	$67,772,952	$69,806,140	$71,900,324	$74,057,334
(4,791,188)	(4,934,924)	(5,082,971)	(5,235,461)	(5,392,524)	(5,554,300)
(147,728)	(152,160)	(156,725)	(161,427)	(166,270)	(171,258)
1,625,011	1,673,762	1,723,974	1,775,694	1,828,965	1,883,833
$60,568,602	$62,385,660	$64,257,230	$66,184,947	$68,170,495	$70,215,610
784,056	784,056	784,056	784,056	-	-
$61,352,658	**$63,169,716**	**$65,041,285**	**$66,969,002**	**$68,170,495**	**$70,215,610**
($671,164)	($691,299)	($712,038)	($733,399)	($755,401)	($778,063)
(3,409,512)	(3,511,797)	(3,617,151)	(3,725,666)	(3,837,436)	(3,952,559)
(2,167,859)	(2,232,895)	(2,299,881)	(2,368,878)	(2,439,944)	(2,513,143)
(771,838)	(794,993)	(818,843)	(843,409)	(868,711)	(894,772)
(434,742)	(447,784)	(461,218)	(475,054)	(489,306)	(503,985)
(1,817,058)	(1,871,570)	(1,927,717)	(1,985,548)	(2,045,115)	(2,106,468)
(122,991)	(126,681)	(130,482)	(134,396)	(138,428)	(142,581)
(225,945)	(185,100)	(142,185)	(97,110)	(49,755)	-
(3,691,401)	(3,802,143)	(3,916,207)	(4,033,693)	(4,154,704)	(4,279,345)
(234,907)	(241,955)	(249,213)	(256,690)	(264,390)	(272,322)
(1,248,365)	(1,285,815)	(1,324,390)	(1,364,122)	(1,405,045)	(1,447,197)
($14,795,781)	**($15,192,031)**	**($15,599,324)**	**($16,017,963)**	**($16,448,234)**	**($16,890,433)**
-	-	-	-	$17,423,459	-
$46,556,876	**$47,977,684**	**$49,441,961**	**$50,951,039**	**$69,145,720**	**$53,325,176**
($3,806,420)	($3,118,318)	($2,395,343)	($1,635,980)	($838,206)	-
(13,615,000)	(14,305,000)	(15,025,000)	(15,785,000)	(16,585,000)	-
-	-	-	-	-	-
($17,421,420)	**($17,423,318)**	**($17,420,343)**	**($17,420,980)**	**($17,423,206)**	**-**
2.67x	2.75x	2.84x	2.92x	3.97x	
($1,015,912)	($1,046,389)	($1,077,781)	($1,110,115)	($1,143,418)	($1,177,721)
($112,743)	($115,894)	$4,397,913	-	-	-
$28,012,862	**$29,398,306**	**$30,831,094**	**$32,304,051**	**$54,977,009**	**$52,147,456**
($6,675,694)	($6,875,965)	($7,082,244)	($7,294,711)	($7,513,552)	($7,738,959)
($605,686)	($623,857)	($642,572)	($661,849)	($681,705)	($702,156)
($20,731,482)	($21,898,484)	($23,106,278)	($24,347,491)	($46,781,752)	($43,706,341)

D

Attachment A

	Phase 1 Project				
	Amount		Size		Notes
	Number of Units	Number of Beds	Unit NSF	Total SF	
Residential Program					
Semi-Suites					
Doubles	230	920	502 NSF	172,329 SF	
Singles	77	77	208 NSF	23,905 SF	
Other Unit Types (please specify)					
Other Unit Types (please specify)					
Total	307	997	710 NSF	196,233 SF	
Resident Assistant Rooms	31	31	208 NSF	9,624 SF	
Staff Apartments	2	2	1,200 NSF	3,582 SF	
Total Residential	340	1,030		209,439 SF	
Building Program					
Residential Life Administrative Space					
Offices	7			1,544 SF	
Mail/ Package Room	1			1,515 SF	
Storage	4			2,787 SF	
Breakrooms	2			566 SF	
Residential Floors Community Space					
Floor Lounges	31			22,903 SF	
Study Rooms	4			1,176 SF	
Storage	2			500 SF	
General Community Space					
Central Entry Lobby	1			4,684 SF	
Laundry Facility	1			2,000 SF	
Classroom	2			3,823 SF	
Retail / Dining	9			2,471 SF	
Other	20			6,176 SF	Guest bath + floor storage
Net Assignable SF				259,584 SF	
Non-Assignable SF				25,958 SF	Primary Mechanical, Electrical, IT, FP
TOTAL BUILDING GSF				285,543 SF	

E

Letters of Interest from Collegiate Housing Foundation and RBCCM

Collegiate Housing FOUNDATION

409 Johnson Avenue
Fairhope, Alabama 36532
251-928-9340
www.collegiatehousing.org

September 9, 2025

To: Western Kentucky University Project Committee

From: Michael Baird
Executive Vice President for Operations and Strategy
Collegiate Housing Foundation

Re: Proposed P3 Housing Project at Western Kentucky University

Collegiate Housing Foundation ("CHF" or the "Foundation") would be pleased to have the opportunity to assist Western Kentucky University ("WKU" or the "University") in the proposed public-private partnership to modernize WKU's on-campus housing inventory (the "Project") for the students, faculty and/or staff of the University.

The Foundation is a non-profit tax exempt organization established in 1996 for the sole purpose of assisting colleges and universities in acquiring or developing student housing and other ancillary facilities. Having established a long and successful national track record, the Foundation is uniquely qualified to assist colleges and universities in financing their capital projects and in owning and operating them in collaboration with these higher education partners for the duration of the financing. To date, that track record includes having successfully undertaken to own, finance, construct and operate 69 projects in 26 different states for 52 separate institutions of higher education with aggregate project costs of over $4.5 billion. A list of those projects can be found on the Foundation's website (www.collegiatehousing.org).

In assisting our higher education partners successfully complete so many student housing projects over almost 30 years, the Foundation has developed extensive experience in working around the issues that typically arise in such student housing financings. This in turn has allowed us to develop good working relationships with many different developers, trustees, underwriters, credit enhancers, rating agencies and other service providers typically involved in such projects, all dedicated to finding solutions to successfully deliver a project that meets the needs of the university and its students. To that end, we have reviewed your Request for Proposals (the "RFP") and believe that the Foundation can assist in modernizing WKU's on-campus housing through a public-private partnership ("P3"). As with most P3s, achieving a successful project

will require developing specific solutions to the many challenging goals presented in the RFP. The key to finding these solutions will be found primarily in establishing an effective partnership among the University, the Foundation and the development team. CHF has already developed and implemented the basis for this partnership through our standard Scope of Services and Terms of Participation, which we used in most of the 69 projects that we have successfully completed. Included in the Terms of Participation will be a description of the expected role of the University in the Project that is necessary in every privatized student housing project to ensure success, including (but is not limited to) the University agreeing to: (i) become a member of the Foundation; (ii) actively participate in the approval process for planning, designing, constructing and operating the Project; (iii) treat the Project as part of its student housing program on an equal basis with its other student housing facilities; and (iv) provide marketing and operational support to the Project, which may include the collection of rents, assistance with student financial aid and residence life programming. Additional affiliation provisions may also be necessary, including a contingent lease obligation and/or an inventory management plan, to sufficiently mitigate certain construction, stabilization, lease-up and ongoing operating risks as required to obtain and maintain an investment grade rating on the bonds being issued to fund the Project.

One of the most compelling benefits of utilizing the Foundation for a privatized student housing project is that we offer our higher education partners "all the benefits of ownership without the burden." To that end, all surplus revenues from the Project would be paid to the University and, upon final payment of the bonds, title to the Project would automatically revert to the University. Additionally, the University would have the option to purchase the Project at any time for a purchase price equal to the amount necessary to satisfy all outstanding indebtedness in connection with the Project.

We appreciate being considered as a potential partner to the University for this very important student housing modernization project and look forward to discussing this opportunity with you further. In the meantime, do not hesitate to contact me if you have any questions. My direct phone number is (410) 404-4900.

RBC Capital Markets®

RBC Capital Markets, LLC
225 Franklin St, Suite 2150
Boston, Massachusetts 02110

August 28, 2025

Marci Morehead
Procurement Services - SSB
Western Kentucky University
1906 College Heights Blvd
Bowling Green, KY 42101

Dear Ms. Morehead and Members of the Selection Committee:

This letter is to advise you of the interest of RBC Capital Markets, LLC ("RBCCM"), in working with Gilbane Development Company ("Gilbane") relative to the proposed Housing Public-Private Partnership outlined in the Request for Qualifications issued on June 10, 2025 by Western Kentucky University ("WKU" or the "University") and Brailsford & Dunlavey, Inc. **Together, RBCCM's investment banking team and the principals of Gilbane have had a long history of successfully financing public-private partnerships providing for student housing projects for institutions across the nation**. We have reviewed the RFQ document and have complete confidence in our ability to successfully implement a plan of finance that meets the goals and objectives of the University. To that end, we are pleased to present information about our firm as well as a synopsis of our qualifications in the higher education sector and more specifically, our expertise in financing privatized higher education projects.

In summary, RBCCM is a full-service investment bank specializing in assisting higher educational institutions in meeting their financial goals. We are the wholly owned investment banking subsidiary of the Royal Bank of Canada ("RBC") and, with a market capitalization of more than $171 billion, RBC is the sixth largest bank in North America (as measured by market capitalization). Additionally, RBC, with underlying ratings of "Aa1/AA-/AA," from Moody's, Standard & Poor's and Fitch, respectively, is one of the highest rated and most stable financial institutions in the world. As such, we offer the University superior capabilities to not just meet needs outlined in the RFQ, but to exceed team expectations. These qualifications include:

- **Higher Education Finance Expertise:** RBCCM is one of the most experienced investment banking firms in the municipal banking industry, as evidenced in part by having financed over $21 billion for higher education clients nationwide since 2020 and by ranking as the #2 underwriter in the higher education sector for calendar year 2024. Our higher education clients include large and small public and private institutions nationwide such as the University of Kentucky, Louisiana State University, Purdue University, the University of Tennessee, Appalachian State University and the University of Texas System.

- **P3 Expertise:** RBCCM is one of few firms with a commitment to public-private partnerships. In fact, we maintain a specialty group that focuses specifically on P3s for higher education, which has significant industry-leading experience in the student housing sector. Our bankers have financed more than 130 public-private partnership transactions totaling over $6 billion in par amount across the country. To that end, RBCCM has ranked annually as the top underwriter of privatized student housing transactions for the past decade. In calendar year 2024 alone, we served as the sole or lead underwriter on more than $1 billion of P3 transactions financed with tax-exempt and taxable bonds. Further, we have tremendous expertise in a wide range of alternate financing solutions for higher education P3 projects, including direct loan programs, tax-exempt and taxable private placements and alternative equity arrangements for a multitude of campus facilities.

RBC Capital Markets®

- **Leading Underwriter Capabilities:** RBCCM consistently ranks among the top negotiated senior managing underwriters in the country, ranking #2 nationally in calendar year 2024 based on total par amount of negotiated senior managed transactions, with 354 issues totaling over 41.7 billion, representing a market share of 10.3%.

- **Superior Distribution Capabilities:** RBCCM has a major presence in the tax-exempt and taxable bond community where we are among the most active underwriters of municipal securities in the nation. As such, our formidable distribution network includes over 50 fixed income salespeople, traders and underwriters, as well as more than 2,000 retail salespeople.

- **Continued Financial Strength & Stability:** RBCCM's financial strength and capital position have remained consistently strong, even amid the recent periods of instability in the financial markets. Our parent company, the Royal Bank of Canada, is one of the highest rated banks in the world with ratings of "Aa1/AA-/AA". Our financial strength and significant capital base enable us to obtain the best pricing available in the market, even amid volatile conditions.

- **Experience with the Development Team:** As previously mentioned, our bankers have a long history of working with the principals of Gilbane. Over this time, we have worked on numerous P3 projects, all of which have achieved success, measured by many metrics including on-time and on-budget deliveries and reaching stabilization and financial feasibility. Projects have run the gamut from first-time freshman and undergraduate housing to upper division and graduate housing, financed under tax-exempt, project-based financing with 501(c)(3) conduit borrowers, master lease structures, contingent lease structures, and general revenue bond financing. Throughout our deep-rooted history of partnership, we have worked through many complex issues with Gilbane principals. As such, we have the utmost confidence in their ability to deliver a successful project for WKU and to be a long-term trusted partner.

RBCCM would be honored to have the opportunity to serve as investment banker in conjunction with the proposed student housing project for the University. As highlighted throughout this letter and elsewhere in Gilbane RFQ response, we will bring a full complement of investment banking services to the finance team including bond financing as well as alternative solutions, if so desired. To aid you in your decision process, we welcome the opportunity to discuss the financing goals for the project in more detail and to expand on our qualifications in person. In the meantime, if you have any questions or need additional information, please do not hesitate to call me at (617) 725-2005.

Sincerely,

Casey Fox
RBC Capital Markets
Privatized Student Housing Group

F

CenTrio's Conceptual Approach to Utility Infrastructure Scope and Monetization

Western Kentucky University

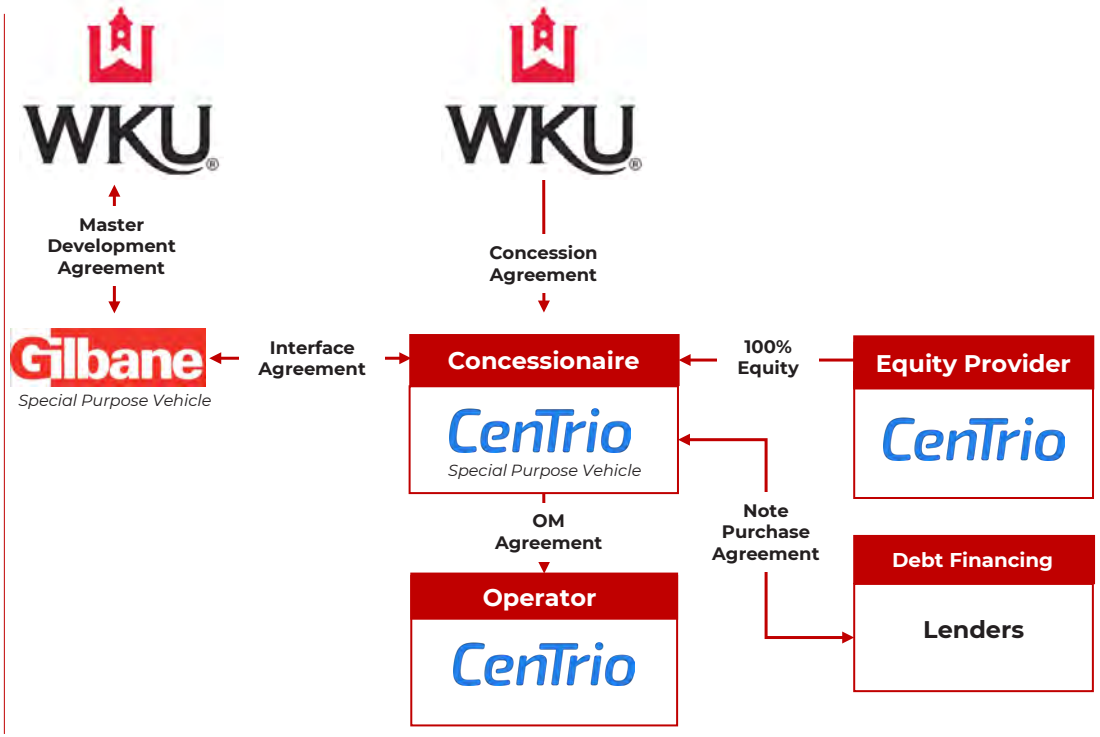
Energy Solutions with Master Developer

September 2025

Critical Link to Master Developer

The Concessionaire (CenTrio SPV) will have an Interface Agreement with Master Developer (Gilbane SPV)

- Upon award, CenTrio and Gilbane will finalize the scope of work that is to be conveyed to the Energy P3 Project
  - The associated CAPEX will be included in the financial model
- CenTrio will have a separate drop-down agreement ("Interface Agreement") with Gilbane SPV that clearly delineates roles and responsibilities of the Master Developer and that of the Concessionaire
- CenTrio will work with selected Contractors (Gilbane, Broeren Russo) to implement the in-building scope of work
- Added scope to CenTrio amounts to an uplift in upfront payment value to WKU
- The Master Developer will want to have input on design, and they will need to access the project during the design-build phase, particularly as substantial completion nears



Confidential and proprietary information.

Key Differentiators for Our Team

An industry-leading firm with a long lineage that delivers the best available combination of P3 development expertise, financial strength, operational experience, advanced technology, and commitment to a long-term partnership.

Key Differentiators for the Western Kentucky University Project

1 **Ability to Maximize Closing Consideration**

CenTrio brings significant **access to capital markets,** structuring experience, a **competitive cost of capital,** and **true technical expertise** to implement value-generating infrastructure efficiencies and synergies.

2 **Risk Transfer to a Best-in-Class Operator**

An **integrated financier-operator** team ensures we have **skin in the game** and **end-to-end visibility** drawn from our experience executing similarly structured P3 transactions.

3 **Access to Advanced Technologies**

Our team brings **unparalleled expertise** in managing digital transformations and leveraging **technological innovation** to improve student and faculty experience, enhance operational efficiency, and drive down costs.

4 **Aligned Vision with Master Developer**

Aligning interest with **the Master Developer** and incorporating specific energy projects and associated Capex into the Concessionaire's scope allows for **additional value** to be realized by the University.

5 **Dedicated Sustainable Vision**

With a track record of sustainability leadership, we will comprehensively support the University's sustainability goals through the **programmatic deployment of innovative campus technologies** and top-tier energy management programs.

6 **Unrivaled Academic Partnership**

Our team offers a pathway to **engage stakeholders** across the EMU community through our **higher education partnership programs,** including living laboratories, sustainability and tech curriculum, grant programs, recruiting and internship opportunities.

Confidential and proprietary information.

Indicative Upfront Payment & Credit Considerations

University	Enrollment (Fall 2024)	Endowment	Revenue (FY 2024)	Moody's Rating	Energy P3 Upfront Payment
University of Idaho	12,286	$509 million	$502 million	A1	$225 million
Eastern Michigan University	12,636	$124 million	$391 million	A3	$110 million
Western Kentucky University	16,293	$257 million	$310 million	A2	**$150 - $200 million**

CenTrio's approach to P3s is highly flexible and will be structured in close coordination with WKU to align with its financial objectives, credit profile, and budgetary requirements. The structure of the University's P3 obligations will be tailored to ensure affordability and transparency, with any impact from the financing approach designed to be neutral or accretive to WKU's cost profile. For a highly creditworthy counterparty such as WKU, CenTrio can structure WKU obligations to be off-credit, thereby allowing rating agencies to maintain its existing credit considerations during their credit rating process. CenTrio has deployed a bespoke and customized structure in one of its recent concessions with a highly favorable outcome in this respect.

Confidential and proprietary information.

Response to Clarifying Questions

WKU-10432

Housing Public-Private Partnership (P3)

Western Kentucky University
Bowling Green, KY

October 1, 2025

One Capital City Plaza, 3350 Peachtree Road, Atlanta, GA 30326 | 678-282-1300 | www.gilbaneco.com

Gilbane

Response to Clarifying Questions

1) Please provide a list of your best and final fees (percentage and method of calculation) including A&E fees, developer fees, underwriter fees, developer overhead charges, CM fees, and other consultant fees. Are there any fees your team would be willing to defer until financial close?

Below are the fees stated in our proposal already submitted, and a BAFO adjustment for this Clarification Letter. While we offer these fees for your consideration and welcome the opportunity to engage on the fee values and payment method, we will also need further clarification of the design, scope, schedule, phasing, and other business points prior to making a formal agreement on a comprehensive fee approach. The proposed BAFO fees are calculated pursuant to our current Project and Phasing in the RFP. If the Phase 1 Project grows in size, the proposed BAFO percentage will remain consistent, but the calculated amount may be adjusted.

Additionally, Gilbane and our team are prepared to defer 'all fees' subject to a Financial Close or Early Termination of the Pre-Development Agreement. Proposed terms for recovering costs in the Early Termination of the Pre-Development Agreement have been submitted in our RFP proposal, and we look forward to engaging with you and receiving your feedback.

			BAFO	BAFO	
	%	Amount	%	Amount	Notes
Development Fee	3.75	5,200,000	3.25	4,600,000	50% paid at close, then monthly as a % complete. Fees are calculated as a % of Hard and Soft Costs, net of Fees on Fees
Incentive Development Fee	0.75	1,000,000	0.65	900,000	Paid upon successful Project Close out and Occupancy. Fees are calculated as a % of Hard and Soft Costs, net of Fees on Fees
Management Fee (estimated stabilized year)	3.00	942,000	1.90	536,000	Paid as a Senior Expense, as a % of Net Revenue collected
Incentive Management Fee (stabilized year)	1.00	314,000	0.85	237,000	Subject to KPIs proposed and Subordinated to Debt Service. Paid after a vote from annual MRC meeting (approving KPIs) and Fiscal Year-End Financial Audit
CM Fee	1.00	1,200,000	1.00	1,200,000	Capped (fixed) at stated amount for Phase 1.
CHF - Conduit Annual Fee		250,000		250,000	Capped and Fixed Annual fee for a market standard Project Finance. Any use of WKU credit in the form of a Master Lease or Contingent Lease could further reduce risk. This, in turn, could lower the recurring Annual Fee. Increasing the size of Phase 1 (with Normal/Regents and non Phase 1 housing (demo beds) may increase Annual Fee, but CHF is willing to reduce and create more efficiency with increased scope.

2) Will your team commit to capping the fees highlighted above based on the current budgets. In other words, if the GMP goes up, there would not be any additional fees?

Gilbane has used the concept of capped or fixed fees numerous times with current partners. Gilbane and our team welcome the opportunity to do so again with WKU. However, before any fixed or capped fee is agreed upon, a better Project Definition and at least an approved preliminary Design Concept would be necessary. We welcome WKU's additional feedback on our design approach, construction method, phasing schedule, and Plan of Finance. Once the Project is fully understood and there is agreement on the basic strategy and structure, we would be happy to discuss the appropriate fee and payment structure for those fees.

3) Please confirm that your team is committed to an open-book process during design and construction. Specifically, we expect to see detailed cost information at each design milestone as well as regular monthly construction cost updates throughout the duration of the project.

Gilbane can commit to WKU to an open-book approach during the design and construction process. Full cost estimates will be a "requirement" for the Project at each design milestone, and your written approval is required to proceed to the next design phase.

Further, as a requirement of the Project Financing, Gilbane will provide to Bond Investors/Insurers and the required Conduit Borrower's Construction Monitor detailed monthly Project Requisitions, Budgets, and Monthly Construction Operations reports.

4) Please provide a sample predevelopment and development agreement.

Please see our basic Pre-Development Agreement Template attached. This template has not been updated or modified in any way. We would expect to engage with WKU and your team on this Agreement as **Priority #1** to begin funding and advancing the Pre-Development and Design Development process in pursuit of an expedited Financial Close and Ground-Breaking.

5) What happens to the housing facilities not included in the phase 1 transaction? Do you suggest these facilities remain with the SLF? What is the impact of including them in the phase 1 transaction?

As provided in our post-virtual interview follow-up, we understand that WKU desires to dissolve the SLF as soon as prudent, and we support that objective. As described, we fully support leveraging the revenues of both Regents and Normal in Phase 1 to retire/defease the short-term debt associated with the remediation of those buildings. We understand that work contracts are executed and underway; if correct, WKU would likely need to guarantee the completion of that work (as a requirement of Rating Agencies and Bond Investors) on Regents and Normal to ensure both facilities are completed and can be occupied by the Fall of 2027.

There are generally two viable scenarios for leveraging Regents and Normal in Phase 1 and ultimately dissolving the SLF in Phase 1:

Option 1 – *Regents and Normal can be included in Phase 1* and underwritten such that all scheduled revenues in Fall 2027 become collateral for the Financing, at close, and any associated short-term debt is paid off simultaneously. By increasing the project debt sizing, the short-term debt for Regents and Normal can be defeased. However, this would also increase capitalized interest in the amount of ~$2m. As presented in our Interview follow-up slide, there is sufficient debt service coverage to lower the new project's rental rates to align with those of Center Hall, if WKU desires.

Option 2 – *Regents and Normal could remain a Phase 2 priority* where those revenues are leveraged and become collateral for financing, after remediation is complete. However, to satisfy the desire to eliminate the SLF, there could be a conveyance or sale of SLF ownership, asset management, and oversight responsibilities to the same CHF entity that will serve as Conduit Owner/Borrower for Phase 1, after the Series 2017 and 2019 issues are defeased in the Phase 1 closing.

Doing this creates a consistent and cohesive oversight role for all assets, without having multiple Conduits managing different assets within the same housing system. The tangible benefit for this Option 2 is that it creates less risk for WKU, by not requiring any completion guarantee for the remediation work and a more efficient Phase 1 Project Financing that does not require additional Capitalized Interest and other financing costs for two housing Projects that are not expected to be revenue producing until Fall 2027.

Our team has no preference and merely presents options to WKU for consideration. We are prepared to transact regardless of which scenario WKU deems most attractive.

Regarding the "Non-Phase 1 Project Beds" or those beds that are slated for demolition, those facilities could also be immediately transferred to the new CHF entity in Phase 1, requiring no future oversight or role by the SLF. Further, the Management and Operations of those beds could also immediately become the responsibility of Inwood Management and would be rolled into a single, consistent Housing Operations Program, managed alongside WKU Housing and Residence Life.

Because these Non-Phase 1 Project Beds do not have meaningful, long-term revenue associated with them and are not accretive to the Phase 1 financing, those revenues can be maintained by WKU as unencumbered Net Cash Flow or used for some other Project Priority (ie, Renovations, Demolition). If those non-Phase 1 Project Beds are determined later not to be demolished and potentially renovated and returned to service, those revenues could be a significant source of long-term value for WKU or even possibly contribute to a Phase 2, future campus building or Infrastructure Project.

6) Please confirm your team's approach to contingency. We assume that contingency would be managed openly. Any unused design or construction contingency at project closeout would revert to the project fund and be applied toward other housing projects or renovations. Please describe how you propose structuring and managing this.

Gilbane can confirm our desire to manage contingencies openly. Contingency balances will be tracked and reported monthly during the Construction of the Project(s). Gilbane proposes a shared Contingency approach, which is routine and customary in most P3 Projects. Our general proposal is to split contingency savings between Gilbane and the University.

With any share of Contingency that is paid to Gilbane, Gilbane will then share contingencies with our General Contractor, which we deem to be critically important in ensuring an alignment of interests in the goals of a Project Financing that is expected that is expected to be entirely disconnected from the host campus and with no financial subsidy or support for late delivery, change orders or unexpected events. During our time together tomorrow, we would like to discuss the chart to the right as a Contingency Sharing framework.

Tier	% of Total Contingency	University Share	Developer Share
Tier 1	10%	80%	20%
Tier 2	20%	60%	40%
Tier 3	30%	40%	60%
Tier 4	40%	20%	80%

7) Please provide a breakdown of time commitment of key project staff through financial close and identify personnel who will serve as main points of contact with WKU.

Team Member Involvement Throughout the Project

	2025		2026				2027				2028			
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Gilbane														
Russell Broderick	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Geoff Eisenacher	■	■	■	■	■	■	■	■	■	■	■	■	■	
Jeffrey Resetco	■	■	■	■	■	■	■	■	■	■	■	■	■	
Zach Tronti	■	■	■	■	■	■	■	■	■	■	■	■	■	
Buddy Woerner			■	■	■	■	■	■	■	■	■	■	■	
David Conlon					◆	◆	◆	◆	◆	◆	◆	◆	◆	
Cole Green					□	□	□	□	□	□	□	□	□	
Mark Miller	◆	◆	◆	◆	◆	◆	◆	◆	□	□	■	■	■	
Angela Neal	◆	◆	◆	◆	◆	◆	◆	◆	□	□	■	■	■	
Mackey Mitchell Architects														
Kyle Wagner	□	□	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Matthew Roeder	■	■	■	■	■	■	■	■	■	■	■	■	■	
John Burse	■	■	■	■	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Jordan Gatewood	□	□	◆	◆										
Broeren Russo Builders														
Sky Sanborn	■	■	■	■	■	■	■	■	■	■	■	■	■	
Dan Hrankowsky	■	■	■	■	■	◆	◆	◆	◆	◆	◆	◆	◆	
Element Design														
David White	■	■	■	■	■	■	■	■	■	■	■	■	■	
R. Derek Motsch	■	■	■	■	■	■								
Structural Design Group														
Charles Haynes		■	■	■	■	■	■	■	■	■	■	■	■	
Joe Connor		■	■	■	■	■	■	■	■	■	■	■	■	
Kerr-Greulich Engineers														
Asato Tashiro	■	■	■	■	■	■	■	■	■	■	■	■	■	
Kelli Mattingly	■	■	■	■	■	■	■	■	■	■	■	■	■	

Primary points of accountability throughout Project

Legend:

■ Active Role

□ Part-Time Oversight

◆ Advisory Role

8) How do roles and responsibilities break down between Gilbane Building Company and Broeren Russo?

The general description of services for Gilbane Building Company as Construction Manager Agent are as follows-

As part of the "services" defined below, Construction Manager shall

(a) advise the Developer concerning all governmental and private permits, approvals and licenses necessary or required in connection with the Project;

(b) oversee the work of the Design-Builder for the design and construction of the Project; and

(c) oversee the services of all other professionals performing all other professional services required for the development, design, demolition and construction of the Project.

This is expected to be a large, complex, and multifaceted construction project with significant scope, demolition, and impact to related campus buildings and infrastructure. We propose to provide an additional layer of oversight and expertise between the Developer and Builder to ensure better supervision, service, and execution from a **Top 3 Higher Education Builder** with relationships and experience built on over 300 campuses of all shapes and sizes. Gilbane does not require an additional CMa. Still, we offer further consideration and comfort to WKU, considering the performance of some recent projects on campus. The inclusion of this CMa concept is not a requirement for our bid.

Below are more details of the work of Gilbane Building Company, as CMa, in several of our recent Projects:

Development Schedule – Detailed review and schedule coordination alongside Design-Builder to align with Project objectives, buyout, work coordination, and regulatory approvals

Budget and Buyout – Subcontractor contract and buyout review with Design-Builder, compared with available industry data and regional benchmarks. Review of availability of materials, procurement, and supply chain support from the national Gilbane supply chain market access and vendor relationships

Design Document and Contract Documents – Close coordination of plans and specifications, alternates, and shop drawings

Project Control – Consistent inspections to ensure safety, quality control, and general progress of the Design-Builder and all RFI's and Project Bulletins

Management of Special Consultants – Assist Design-Builder and Developer with selection and management of third-party consultants and inspections not in the Design-Builder's Contract

Beyond the scope above, Gilbane Building Company can provide additional services, upon request, that include:

- Contracted General Requirements and services within Gilbane's **Next150** platform, providing labor, job site equipment rentals, and site consumables.
- **NextDirect Procurement Strategies** – Capability to deliver direct procurement strategies for mechanical and electrical systems and equipment.
- **Transition Planning and Management (TPM)** – Capabilities in coordination of FFE procurement, temporary storage, inventory of FFE, and move-in and commissioning of new assets for new construction and/or renovations.
- **Virtual Design and Construction** – Fully integrated Gilbane design digital teams, which can do full BIM models, shop drawings, site logistics, 4D scheduling, as well as deploy Gilbane drone teams and reality capture throughout the construction process

9) WKU's retained services are subordinated in your proposal. What would be the impact of placing these above the line?

We have analyzed the impact of treating WKU's $1,175 per occupied bed retained service payments as 50% senior and 100% senior. We have run these scenarios on a Phase 1 Financing that includes Normal & Regents. All else being equal, adding any senior opex will require an increase in revenues to raise the same amount of debt proceeds for the Project. It should be noted that any reduction in recurring fees (Management or CHF Fees) as an operating expense will reduce the drag on cash flow available for debt service, when final fees are agreed to. This reduction in 'costs' will also significantly improve financial performance in moving retained service fees paid to WKU, above the line.

Given the flexibility of our proposed structure, there are several ways to address the payment of retained services should WKU consider it a priority of the Project. In transactions with some level of retained services, Gilbane and RBC have experience structuring mechanisms in the Ground Lease wherein the University would agree to subordinate a portion of its retained services payment should the Project's DSCR fall below a certain coverage level. This is a potential credit support with relatively lower downside risk to WKU.

	Scenario Number	**1**	**2**	**3**
	Scenario	**Phase 1 w/ Normal & Regents**	**Scenario 1 50% Senior Retained Svcs.**	**Scenario 1 100% Senior Retained Svcs.**
Project	# Beds in Project Financing	3,613 beds	3,613 beds	3,613 beds
	Sr Debt Interest Rate (all in TIC as of 9/9/2025)	5.05%	5.05%	5.05%
	Min. DSCR	1.32x	1.22x	1.22x
	Post-Renovation Premium (to renovated halls)	5.00%	5.00%	12.00%
	Rental Rates - Per Semester (Academic Year 25/26 $)			
	1-Bedroom Single "Hotel"	$4,865	$5,085	$5,394
	2-Bedroom Double Semi-Suite	$4,415	$4,635	$4,944
	New Project 1 Premium to Center Hall	-	5.00%	12.00%
Sources & Uses	Senior Debt	$325,855,000	$326,870,000	$328,045,000
	Investment Earnings on Escrow	$7,838,801	$7,865,230	$7,891,585
	Total Available Sources - $	**$333,693,801**	**$334,735,230**	**$335,936,585**
	Total Hard Costs	$98,454,706	$98,454,706	$98,454,706
	Upfront Renovation Budget	$26,013,976	$26,013,976	$26,013,976
	Demolition Budget (per demo schedule)	$2,472,058	$2,472,058	$2,472,058
	Debt Defeasance (SLF Series 2017 & 2019)	$82,265,439	$82,265,439	$82,265,439
	Debt Service Fund for Normal/Regents Debt	-	-	-
	Debt Defeasance (Normal & Regents Renovation)	$55,000,000	$55,000,000	$55,000,000
	Total Soft Costs	$21,858,757	$21,858,757	$21,858,757
	Debt Service Reserve Funding	$20,028,811	$20,084,483	$20,177,006
	Cap-I Funding	$13,702,332	$14,270,532	$14,775,466
	Cost of Issuance	$11,594,686	$11,472,345	$11,525,017
	Deposit to Operations Contingency Fund	$2,303,036	$2,842,934	$3,394,160
	Total Uses - $	**$333,693,801**	**$334,735,230**	**$335,936,585**
WKU	WKU Residence Life Budget (Retained Services)	$1,175 Per Occ. Bed	$1,175 Per Occ. Bed	$1,175 Per Occ. Bed
	Nominal Retained Services Payments over Term	$286,555,753	$286,555,753	$286,555,753
	% Retained Services Senior	-	50%	100%
	Residual Cash Flow % to WKU	100.00%	100.00%	100.00%
	Nominal Residual Cash to WKU	$537,418,451	$569,456,591	$709,258,699
	NPV of Residual Cash at 5% Discount Rate	$114,930,711	$125,067,164	$171,170,819

10) The University is interested in evaluating an energy / utility P3 during the predevelopment phase to address deferred maintenance, modernization, and operational challenges on campus. Examples might include a district energy system for first year village or energy as a service for the broader campus. How would you approach this assessment during the predevelopment phase?

Gilbane and Centrio Energy Partners have assembled an approach for a partnership with WKU to modernize and manage your critical campus energy infrastructure. A P3 District Energy model is a commitment to a predictable, de-risked energy future. Our model transfers the financial burden, operational risk, and technical complexity of the central utility plant and distribution system to us. This allows the University to redirect capital and personnel to its core mission: education and research.

A potential solution will deliver:

- **Guaranteed Performance:** Reliable and resilient energy supply while meeting or exceeding agreed-upon Key Performance Indicators.
- **Critical Capital Infusion:** Immediate funding to address deferred maintenance and necessary infrastructure modernization.
- **Accelerated Decarbonization:** A concrete pathway to meet aggressive sustainability and net-zero goals.

The Predevelopment Phase: Collaborative Due Diligence

During the predevelopment phase, our approach is a risk-mitigated process designed to build a definitive business case and a validated technical scope before making any major investment decision. This phase will be a joint effort between our team and key University stakeholders (Facilities, Finance, Administration, and Sustainability).

Phase Stage	Objective	Deliverable
Stage 1: Foundational Data Exchange (1-2 months)	Establish baselines and define initial scope boundaries.	Non-Disclosure Agreement (NDA) and Mutual Term Sheet. Comprehensive data request on 5 years of utility bills, maintenance records, and existing infrastructure schematics.
Stage 2: Joint Site & Stakeholder Assessment (The 'Deep Dive') (2-3 months)	Conduct on-site inspections and targeted interviews to validate data and identify operational/cultural challenges.	Current State Assessment Report: Detailed synthesis of energy performance, financial metrics, and initial findings on infrastructure condition.
Stage 3: Conceptual Design & Financial Modeling (2-3 months)	Develop 2-3 credible technical options and corresponding financial models.	Conceptual Design Options Report: Preliminary P&IDs, technology recommendations, and pro-forma financial models showing total investment and financial structure.
Stage 4: Partnership Structure Finalization (1-2 months)	Agree on the optimal financial and contractual structure.	Definitive Term Sheet: Agreed-upon scope, performance guarantees, contract term, and transition milestones.

Evaluating Campus Challenges: What We'll Look At (The Deep Dive)

To develop a solution that truly works, we must first understand your campus's specific challenges. Our assessment goes beyond looking at utility bills; we dig into three critical areas to show you exactly where the hidden costs and risks lie.

A. Fixing What's Broken: Deferred Maintenance

The Challenge: Deferred Maintenance (DM) is the list of critical repairs and replacements that have been delayed over time. It represents a ticking clock, creating the risk of costly breakdowns and sudden campus disruptions. It also creates a hidden liability on the University's books.

How We Assess It:

1. **Physical Check-Up**: Our team of experienced engineers will thoroughly examine your leading energy equipment (boilers, chillers, central pipes), looking for wear and tear, rust, and old age.
   - › **The Result:** We will create a prioritized list of risk items that will likely fail in the next few years.
2. **Financial Guarantee:** We will compare that list of risk items with your current repair budgets.
   - › We will determine the exact amount of your existing, unfunded repair liability that our partnership will immediately take over and pay for. This is critical capital you immediately free up.

B. Creating a Modern System: Infrastructure Modernization

The Challenge: Your current system may be functional, but is it efficient and ready for the future? Aging infrastructure is often increasingly expensive and is not readily adaptable to new sustainability goals like reducing carbon.

How We Assess It (Simple Terms):

1. **Efficiency Scorecard:** We measure how efficient your equipment is compared to the latest technology.
   - › **The Result:** We identify the Savings Gap—the money you lose daily because of old, inefficient equipment.
2. **The Green Roadmap:** We determine the best, most practical way to introduce new, clean technologies (like modern heat pumps or better energy storage) to help you meet your Net-Zero goals.
   - › **The Big Picture**: We provide a precise estimate of the investment required and the resulting dramatic drop in your carbon emissions, making your campus a leader in sustainability.

C. Improving Day-to-Day Operations

The Challenge: Energy costs aren't just about hardware but also about how the system is managed, from the control software to the people running it.

How We Assess It:

1. **Reliability Check:** We audit your system's controls to ensure they are smart, secure, and meet the campus's operational needs. We look for single points of failure that could cause a complete system shutdown.
2. **Staff and Expertise Review:** We'll talk with your facilities team to understand their current workload, pain points, and staffing needs.
   - › We determine how our deep technical expertise and advanced operations system can take the burden off your staff, allowing them to focus on mission-critical work instead of constant utility crisis management.

Completing this clear, evidence-based assessment builds a partnership based on measurable results, ensuring the solution delivers maximum financial and operational value.

Conclusion: De-Risking the Future

Our approach to P3 offers the University a zero-upfront-capital solution to a multi-million-dollar challenge. We use a transparent, metrics-driven predevelopment phase to ensure the proposed partnership is financially sound, technically robust, and fully aligned with your commitment to the University's future. We are not just an energy provider but a dedicated, long-term partner in your campus success.

Eastern Michigan University

Gilbane and Centrio have executed the same partnership approach at Eastern Michigan University for a campus-wide infrastructure upgrade and cogeneration monetization.

Immediately upon being awarded the Master Development Role in late 2021, Gilbane began a Utility P3 solicitation for EMU, culminating with a Final Award to Centrio in August 2022. The detailed due diligence and partnership Design Development process commenced immediately, and the final Project was closed, funded, and work commenced in May of 2023.

(Press Release) https://today.emich.edu/story/story/12385

11) Explain the tradeoffs between bond insurance and other methods of reducing the interest rate like a master lease? How does bond insurance impact interest rates? Have you utilized this on recent projects? What is informing your current interest rate assumption?

We have utilized several structures to help lower the cost of capital to finance our student housing projects. An absolute master lease structure would carry a rating in line with the University's, but it carries the greatest financial commitment, as the University would be obligated to make all principal and interest payments due on the bonds. On the opposite end of the spectrum, bonds issued through a project financing structure are non-recourse to the University. However, they carry the highest cost of capital, with an anticipated rating of Baa3/BBB-.

We have also utilized a contingent lease structure on some of our projects. If occupancy falls below a breakeven level, the University will lease beds to make up the shortfall in debt service payments. In our experience, this structure is rated two notches below the University rating but remains off-balance sheet for accounting purposes so long as the University is not leasing beds. We believe the project is feasible, utilizing any of these structures, and would work closely with the University to evaluate the trade-offs and impact each may have on student affordability or cash flow to the University.

Bond insurance would be an option for each of these structures, and we would recommend engaging the bond insurers regardless of which pathway the University chooses. It doesn't cost any money to receive fee quotes from the insurers, and if it presents an economic value to the transaction, we think it makes sense to wrap the bonds with insurance. The bond insurers are paid an annual premium **from the project's cash flows** to provide a financial backstop. The project benefits from lower pricing yields with the added security of the bond insurers, which carry an AA rating. We have often utilized bond insurance on student housing projects, as it usually provides a material pricing benefit and, therefore, improves the cash flow projections of our projects. Gilbane is currently marketing a 1,400-bed P3 student housing transaction for a state university utilizing bond insurance. While the exact benefit can vary from project to project, bond insurers have been aggressive in their pricing and terms recently, and we firmly believe that this will be a highly desirable project for them.

RBCCM's current interest rate projects are based on current market rates, comparable transactions, and real-time feedback from investors, given their frequency in the market. Structurally, our interest rates assume project financing with an underlying Baa3/BBB- rating wrapped with bond insurance. RBCCM is not only a top-ranked firm in municipal finance, but consistently the #1 underwriter of student housing bonds. Their breadth and depth of experience in the market and recent conversations with the bond insurers on other projects provide confidence in the underwriting assumptions provided.

12) What would be the timing of handover for management of the existing housing portfolio? WKU prefers to move quickly for this handover.

Having executed a housing system integration (handover) successfully many times, we have an intentional process and schedule that will be implemented alongside WKU. Our general rule of thumb is to schedule that integration at one of two milestones: shortly after Spring move-out in May/June or shortly after Fall move-in in September/October. We have found that interrupting the regular schedule planned for either move-out or move-in may be unduly disruptive. Once those activities conclude, we have found it a good time to transition the agreed-upon operational responsibilities formally.

13) Please provide us your best and final fees for on-going property management (by % and total dollar amount)

Please see our comprehensive response to fees in Question #1

a. Indicate the proposed term length of the initial management agreement

Gilbane is flexible in determining the primary term of the Management Agreement. We also understand that certain schools, states, and systems have limitations on the maximum primary term for a Management Agreement. Our proposed term for this assignment is 10 Years with either a single 10 Year renewal option or two 5 Year renewal options. It should also be noted that we expect to offer the University all standard 'for cause', default termination options, but also a termination for convenience provision which allows WKU to terminate our Agreement early in the event of the University executing its free 10-Year Par Call option where the Financing is paid off at par. The Project assets are brought back to the WKU balance sheet.

It should also be noted that the Management Agreements must meet the IRS guidelines for a Qualified Management Agreement and provide the Bond Investors/Insurers with commensurate levels of comfort and certainty of our involvement through critical periods of Project stabilization.

b. If your management fees are tied to key performance indicators, what are the criteria for each of the KPIs you are proposing?

1. Facility Management Incentive Fee Metric: Student Satisfaction

Inwood will engage a third party, such as "SatisFacts" or "EBI", to conduct an annual satisfaction survey based on the students' overall satisfaction with facility management. All students will receive surveys annually. The surveys will be the basis for the quarterly payment of this incentive fee metric based on an annual potential of 1% of gross annual revenues. A 100% survey score shall be assumed for each quarterly payment with a true-up in the fourth quarter based on the annual survey results (date of survey will be determined post-closing). If Inwood earns a score of 4.5 out of a maximum score of 7.0 in overall customer satisfaction, Inwood will earn 100% of this component of the incentive fee. From there, this incentive fee component will reduce on a scale as follows in Figure 1: In the event a different scale is used, the established metric will change proportionately with the new scale.

Figure 1

Annual Survey Score *(based on a 7-point maximum)*	Percentage of Fee Earned/Awarded
4.5 Points or More	100%
4 – 4.4	75%
3.5-3.9	50%
3.0-3.4	25%
2.9 or below	0%

2. Facility Management Incentive Fee Metric: Service Order Responses and Completion

This component will be evaluated based on Inwood's timely response to and completion of maintenance requests. Each category of maintenance request (Emergency, Urgent, and Routine) has an individual listing of sample tasks and will have a required response and completion time associated with the category. Inwood will track all requests through the software service order system. At the end of each quarter, Inwood will compile the maintenance service data and present it to the Portfolio Management Committee, who may test it. The full one-third of one percent of Gross Revenues will be earned and awarded if Inwood meets or exceeds the required response and completion times for 90% of the maintenance requests submitted, on an aggregate category basis across the portfolio. For less than 90%, this incentive fee component will be reduced on a scale as shown in Figure 2.

Figure 2

Percent of meeting or exceeded required completion time	Percentage of Fee Earned/Awarded
90.0% or more	100%
80.0% – 89.9%	75%
70% – 79.9%	60%
60.0% – 69.9%	50%
50.0% – 59.9%	25%
Less than 50.0%	0%

3. Facility inspection evaluations

Facility inspection evaluations shall be structured to follow APPA 2 standards. Solely for determining any Performance Incentive Fee pursuant to this Section, the benchmark performance shall be an overall rating of Level 2 to 2.9 for a fee of one-third of one percent of annual Gross Revenues. This incentive fee component will be reduced on a scale as shown in Figure 3.

Figure 3

APPA Level	Percentage of Fee Earned/Awarded
2.0 -2.9 or less	100%
3.0-3.9	60%
4 or higher	0%

c. Given the scale of the operation (and escalation of revenue over time), would you consider capping the management fee at a certain dollar amount?

Yes, we would welcome the opportunity to cap the management fee at a certain level, taking into consideration the final phasing, program, and scope. Our current methodology may consider a fixed fee for years 1-5 and a graduated fixed fee for years 6-10, adjusted for scope but limited to an annual inflation rate of 1%.

EXHIBIT C

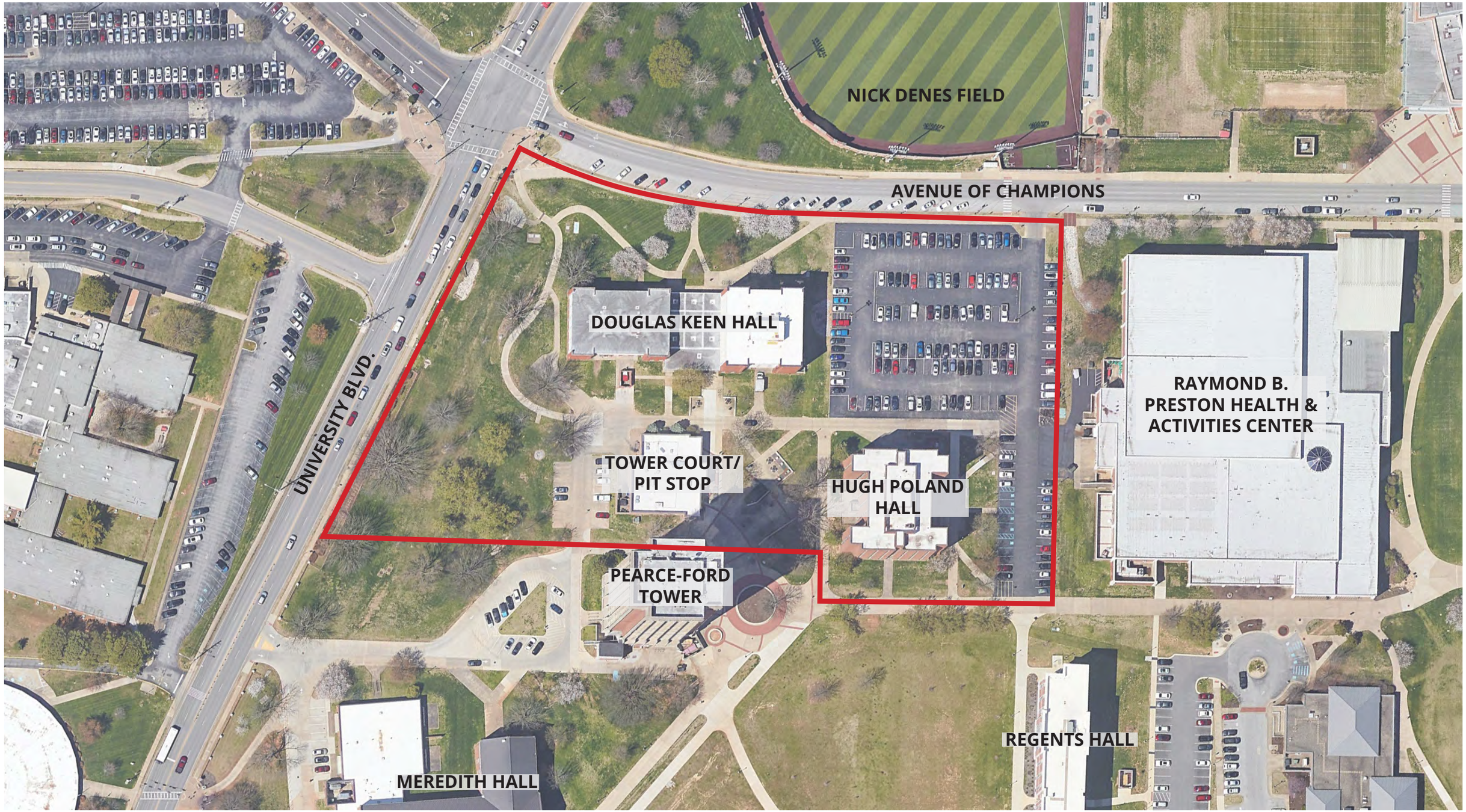
PROJECT TERMS

Project Term Category	Project Term			
Project Occupancy Deadline Goal	May 31, 2028			
Development Fee	3.25%[1]			
Incentive Development Fee	0.65%[2]			
Management Fee	1.90%[3]			
Incentive Management Fee	0.85%[4]			
Construction Manager Fee	$1,200,000			
CHF Annual Fee	$300,000			
Architect Fee	$6,150,000			
Development Agreement Contingency and Savings	**Tier[5]**	**% of Total Contingency**	**University Share**	**Developer Share**
	Tier 1	10%	80%	20%
	Tier 2	20%	60%	40%
	Tier 3	30%	40%	60%
	Tier 4	40%	20%	80%

[1] Paid as set forth in this Agreement. Fees are calculated as a % of hard and soft costs of the New Construction Project, net of fees on fees.
[2] Paid upon Project Occupancy. Fees area calculated as a % of hard and soft costs of the New Construction Project, net of fees on fees.
[3] Fee are senior to debt service and calculated as % of Net Revenues collected.
[4] Subject to KPIs to be set forth in the Management Agreement. Fees are subordinated to debt service and will be paid if agreed upon by the University.
[5] Percentages and tiers are preliminary and will be negotiated as part of the Work.

EXHIBIT D

PROJECT SITE



WKU P3 Project Development Area

EXHIBIT E

PRE-DEVELOPMENT BUDGET

(see attached)

WESTERN KENTUCKY UNIVERSITY
Phase 1

Pre-Development Budget Date: 3-Dec-25
Projected Financial Close Date 1-May-26

	Month / Year	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	TOTAL ($)	NOTES / COMMENTS:
	ANTICIPATED CLOSING:						X			
	Geotechnical Survey	-	-	-	$25,000	-	-	-	$25,000	
	Environmental Phase I + Phase 2	-	-	$15,000	$15,000	-	-	-	$30,000	
	Site Survey	-	-	$25,000	$25,000	-	-	-	$50,000	
	Permit Entitlements	-	-	-	-	-	-	-	-	
	Other Site & Existing Bldg Due Diligence	-	-	-	-	-	-	-	-	
	Pre-Close Hard Costs	-	-	-	-	-	-	-	-	
	Other Pre-Development Costs	-	-	-	-	-	-	-	-	
	GDCo Legal Fees- Pre-Closing	$10,000	$10,000	$10,000	$20,000	$20,000	$20,000	$45,000	$135,000	
	Foundation/Bond Counsel Legal	-	-	-	-	-	-	-	-	
	Other Legal & Tax Services	-	-	-	-	-	-	-	-	
	Retail Services	-	-	-	-	-	-	-	-	
	Market Study	-	-	-	-	-	-	-	-	
	Recruitment & Staffing	-	-	-	$20,000	$20,000	$20,000	-	$60,000	
	Marketing and Leasing/Branding	-	$25,000	-	-	-	$25,000	$25,000	$75,000	
	Up Front Credit Rating Fee	-	-	-	-	-	-	-	-	
	SPV / LLC Set Up & Related Costs	-	-	-	-	-	-	-	-	
	Consultants & Advisory	-	-	-	-	-	-	-	-	
	CenTrio Diligence Costs	-	$60,000	$60,000	$60,000	$60,000	$60,000	-	$300,000	Add: CenTrio estimated diligence costs
	G&A Costs/Project Mgmt	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$35,000	
	Travel / Reimbursable Costs	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$35,000	
	Total Due Diligence, Finance & Other Costs	**$20,000**	**$105,000**	**$120,000**	**$175,000**	**$110,000**	**$135,000**	**$80,000**	**$745,000**	
Pre-Con & Design	Pre-Construction Services	-	-	-	-	$10,000	$10,000	$10,000	$30,000	
	Programming & Conceptual Design	$225,000	$300,000	$300,000	-	-	-	-	$825,000	
	Schematic Design	-	-	$687,500	$687,500	-	-	-	$1,375,000	
	Design Development	-	-	-	-	$825,000	$825,000	-	$1,650,000	
	Construction Documents	-	-	-	-	-	$600,000	$200,000	$800,000	
	Dining Consultant	-	-	$50,000	$50,000	-	-	-	$100,000	Add: Dining Consultant
	Other Pre-Con & Design Services	-	-	-	-	-	-	-	-	
	Construction Monitor	-	-	-	-	-	$18,500	-	$18,500	Add: Vertex Preconstruction report on Gilbane scope of work
	Total Design & Pre-Construction	**$225,000**	**$300,000**	**$1,037,500**	**$737,500**	**$835,000**	**$1,453,500**	**$210,000**	**$4,798,500**	
	Earnest Money	-	-	-	-	-	-	-	-	
	Other Required Deposits	-	-	-	-	-	-	-	-	
	Total Deposits & Earnest Money	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	
	Intrerest in Pre-Developmnet Expenses	$17,150	$28,350	$81,025	$63,875	$66,150	$111,195	$20,300	$388,045	
	Contingency	$14,700	$24,300	$69,450	$54,750	$56,700	$95,310	$17,400	$332,610	
	Total Financing Costs & Contingency	**$31,850**	**$52,650**	**$150,475**	**$118,625**	**$122,850**	**$206,505**	**$37,700**	**$720,655**	
	TOTAL PDA COSTS (MONTHLY)	**$276,850**	**$457,650**	**$1,307,975**	**$1,031,125**	**$1,067,850**	**$1,795,005**	**$327,700**	**$6,264,155**	
	TOTAL PDA COSTS (CUMULATIVE)	**$276,850**	**$734,500**	**$2,042,475**	**$3,073,600**	**$4,141,450**	**$5,936,455**	**$6,264,155**		

EXHIBIT F

PRE-DEVELOPMENT SCHEDULE

Complete Schematic Design (SD)	1/9/2026
Complete Abatement scope/Bid documents	3/1/2026
Compete Design Development (DD)	3/25/2026
Award Abatement Scope	4/10/2026
Submit Abatement Notice	4/15/2026
Student Move-out	5/8/2025
Start Abatement	5/10/2025
Finalize Stipulated Sum	5/15/2026
Market Pricing	5/21/2026
Financial Closing	5/28/2026
Start Demolition	6/10/2026
(pending abatement scope confirmation)	
Start site work	7/5/2026

A RESOLUTION OF THE BOARD OF REGENTS OF WESTERN KENTUCKY UNIVERSITY AWARDING A PUBLIC-PRIVATE PROCUREMENT TO GILBANE DEVELOPMENT COMPANY, ACTING BY AND THROUGH ITS WHOLLY-OWNED SUBSIDIARY, GD WKU DEVCO LLC, RELATED TO THE OPERATION, MANAGEMENT, AND IMPROVEMENT OF THE STUDENT HOUSING SYSTEM UTILIZED BY THE UNIVERSITY, INCLUDING, WITHOUT LIMITATION, THE CONSTRUCTION OF A NEW APPROXIMATELY 1,000 BED STUDENT HOUSING AND DINING FACILITY; AND AUTHORIZING RELATED ACTIONS

WITNESSETH:

WHEREAS, all capitalized terms used in these recitals shall have the meanings set forth in Section 2 hereof; and

WHEREAS, on June 10, 2025, the University released a Request for Qualifications to solicit a qualified team to modernize the on-campus housing facilities of the University through a public-private partnership; and

WHEREAS, in seeking responses, the University asked respondents to address solutions for the University's housing needs given the temporary closure of Regents Hall and Normal Hall and the permanent closure of Hilltopper Hall, address the University's aging housing facilities, and to modernize housing to assist the University in remaining competitive in attracting students; and

WHEREAS, the University selected Gilbane Development Company as its sole negotiating partner to finalize the procurement under the RFQ; and

WHEREAS, the University and the Developer and their respective agents and representatives have negotiated the terms and conditions of the P3 Procurement, which have been documented in a collection of Project Documents and Financing Documents; and

WHEREAS, in accordance with the laws of the Commonwealth, the Board desires to award the Project to the Developer and to authorize the execution and delivery of the Project Documents and Financing Documents by the University, subject to the approval of the Kentucky Capital Projects and Bond Oversight Committee;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF WESTERN KENTUCKY UNIVERSITY, AS FOLLOWS:

Section 1. Affirmation and Incorporation of Preamble. The facts and statements contained in the foregoing preamble of this Resolution, including any terms defined therein, are hereby affirmed and incorporated as a part of this Resolution.

Section 2. Definitions. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings set forth below.

"Assignment" means the Collateral Assignment Agreement to be granted by CHF to the Trustee in connection with CHF's interests in the Financing Documents.

"Authorized Officer" means each of (i) the President, (ii) the Executive Vice President for Strategy, Operations and Finance, (iii) the Secretary of the Board, and (iv) the General Counsel of the University.

"Board" means the Board of Regents of the University, being the governing body of the University in accordance with KRS 164.360.

"CHF" means Collegiate Housing Foundation – Bowling Green, L.L.C., a single member limited liability company organized under of the laws of the State of Alabama, whose sole member is the Foundation.

"Commonwealth" means the Commonwealth of Kentucky.

"Counsel" means (i) the General Counsel of the University or (ii) any additional legal counsel retained by the University or its agents to represent the University with respect to the Project.

"CPBOC" means the Capital Projects and Bond Oversight Committee established by the Kentucky General Assembly as a legislative committee of the General Assembly in accordance with KRS 45.790.

"Deed" means any general or special warranty deed to be used by the University to transfer (i) title to the land for the Legacy Housing Facilities to CHF; and (ii) title to the land for Normal Hall and Regents Hall to CHF.

"Development Agreement" means the Turnkey Development Agreement to be entered into by and between CHF and the Developer governing the development of the Project.

"Developer" means Gilbane Development Company, a corporation organized under the laws of the State of Rhode Island, acting by and through its wholly-owned subsidiary, GD WKU DEVCO LLC, a limited liability company organized under the laws of the Commonwealth.

"Dining Sublease" means the Dining Facility Lease Agreement to be entered into by and between CHF, as lessor, and the University, as lessee, regarding, among other things, certain dining facilities to be located within the Project and operated by the University or its designees.

"Effective Date" means the date provided in Section 15 hereof.

"Financing Documents" means the agreements, documents, and instruments utilized by CHF, the Developer, and the Issuer to effectuate the financing of the Project, including, without limitation, the Indenture, the Loan Agreement, the Ground Lease, the Mortgages, the Security Agreements, the Assignment, and the Official Statements.

"Foundation" means Collegiate Housing Foundation, a nonprofit corporation organized under of the laws of the State of Alabama and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

"Ground Lease" means the Ground Lease Agreement to be entered into by and between CHF and the University whereby the University will lease to CHF the land upon which the Legacy Housing Facilities are located and certain future student housing facilities will be located.

"Housing Facilities" means (i) the Legacy Housing Facilities, (ii) the New Housing Facility, and (iii) Normal Hall and Regents Hall (once acquired by CHF in accordance with the Purchase Agreement).

"Interlocal Agreement" means the Interlocal Cooperation Agreement relating to the Issuer, dated September 19, 2014, by and among various political subdivisions of the Commonwealth, as amended.

"Issuer" means the Kentucky Bond Development Corporation, a nonprofit corporation organization under the laws of the Commonwealth, acting as the agency and instrumentality of the public agencies party to the Interlocal Agreement.

"KRS" means the Kentucky Revised Statutes in effect as of the date of this Resolution.

"Legacy Housing Facilities" means the following student housing facilities located at the University (i) Douglas Keen Hall (to be demolished to construct the New Housing Facility); (ii) Gilbert Hall; (iii) Hugh Poland Hall (to be demolished to construct the New Housing Facility); (iv) McCormack Hall; (v) Minton Hall; (vi) Pearce Ford Hall; (vii) Rodes Harlin Hall; (viii) Meredith Hall; (ix) Zacharias Hall; (x) Bates Runner Hall; (xi) Kentucky Apartments; (xii) McLean Hall; (xiii) Munday Hall; (xiv) Southwest Hall; and (xv) the Den dining facility (to be demolished to construct the New Housing Facility).

"Management Agreement" means the Management Agreement to be entered into by and between CHF and the Manager regarding the management of the Project for the benefit of the University.

"Manager" means WGB Property Management LLC, doing business as Inwood Management, a limited liability company organized under the laws of the State of Delaware.

"Mortgages" means the mortgages or leasehold mortgages to be granted by CHF to the Trustee in connection with CHF's interests in the Project.

"New Housing Facility" means the new applicable 1,000 bed student housing and dining facility to be constructed by CHF and the Developer for the benefit of the University on the current site of Douglas-Keen Hall and Hugh-Poland Hall.

"Predevelopment Agreement" means the Phase 1 Pre-Development Agreement dated December 22, 2025, by and between the University and the Developer, as amended and supplemented to and including the Effective Date.

"Project" means the property, improvements, and services solicited by the University in accordance with the Project Procurement Documents and effectuated by CHF, the Developer, the Manager, and the University, among others, in accordance with the Project Documents and the Financing Documents. For purposes of clarity, the elements of the Project are more specifically described in Section 4 herein.

"Project Documents" means the agreements, documents, and instruments utilized by CHF, the Developer, the Manager, and the University, among others, to effectuate the management, operation, and maintenance of the Legacy Housing Facilities and the New Housing Facility (excepting any Legacy Housing Facilities required to be demolished thereunder), including, without limitation, the Ground Lease, the Development Agreement, the Dining Sublease, the Management Agreement, the Deeds, and the Predevelopment Agreement.

"Project Procurement Documents" means the Request for Qualification WKU-10432 of the University dated June 10, 2025, and associated supplements and responses provided by the University or the Developer thereto.

"Purchase Agreement" means the Purchase and Sale Agreement to be entered into between CHF and the University regarding the acquisition by CHF of Normal Hall and Regents Hall.

"P3 Procurement Method" means the procurement method established in accordance with (i) KRS 45A.077 of and (ii) 200 KAR 5:355.

"Resolution" means this Resolution adopted by the Board on the Effective Date.

"Security Agreement" means the security agreement or agreements to be granted by CHF to the Trustee in connection with CHF's interests in the Project.

"SLF" means WKU Student Life Foundation, Inc., a nonprofit corporation organized in accordance with the laws of the Commonwealth.

"SLF Documents" means all deeds, agreements, documents, instruments, notices, and other documentation necessary or desirable to effectuate the transfer fee title to the Legacy Housing Facilities from SLF to the University.

"University" means Western Kentucky University, a public body corporate, and an educational institution and agency of the Commonwealth, together with its successors and assigns.

Section 3. Affirmation of P3 Procurement Method. The Board hereby affirms the University's use of the P3 Procurement Method to procure the Project. All actions taken by the University in connection with the P3 Procurement of the Project on and before the date of this Resolution are hereby affirmed, including without limitation, the execution and delivery of the Predevelopment Agreement.

Section 4. Description of the Project. Though described in the P3 Procurement Documents and in the Project Documents and the Financing Documents, for purposes of this Resolution, the Board hereby defines and describes the Project as:

The selection of the Developer and its agents, including CHF and the Manager, for the purpose of:

(i) providing CHF a leasehold interest in the land upon which the Housing Facilities are located;

(ii) transferring the Housing Facilities to CHF for the purpose of CHF accepting responsibility, as the owner of the Housing Facilities, for overseeing and operating the portions of the University's student housing operations described in the Project Documents;

(iii) permitting CHF to demolish certain of the Legacy Housing Facilities and an existing dining facility and contracting with the Developer to design and construct a new approximately 1,000 bed student housing and dining facility on the site of the demolished facilities;

(iv) permitting CHF to contract with the Developer to renovate certain of the other Legacy Housing Facilities; and

(v) obtaining CHF's agreement, once the restoration and correction of Normal Hall and Regents Hall are complete, to accept fee title to the real property improvements and personal property

comprising such facilities in accordance with the Purchase Agreement, and thereafter adding such facilities to the Housing Facilities owned and operated by CHF (or the Manager) in accordance with the Ground Lease and the Management Agreement.

CHF will finance the costs of the improvements under items (iii) through (iv) above by the issuance of one or more series of industrial revenue bonds to be issued by the Issuer, the aggregate principal amount of which shall not exceed $400,000,000, which shall not exceed a term of forty years, and which shall cumulatively accrue interest at an aggregate net interest cost not to exceed 8.0% per annum.

The University will not be liable for CHF's obligations with respect to the bonds and will otherwise not provide any financial backstop in connection therewith. CHF's obligations to pay debt service for the bonds will be paid solely by the revenues of the housing system operated by CHF. To the extent such operations generate excess revenues, such excess revenues will be payable by CHF to the University under the terms and conditions of the Project Documents.

Nothing in this Resolution or in the Project Documents shall be construed as creating a debt of the University or the Commonwealth within the meaning of any constitutional or statutory limitation.

The Board recognizes the foregoing comprises a high-level overview of the Project, but also reaffirms the goals and objectives contained within the P3 Procurement Documents, as modified by the discussions and negotiations that have occurred among the University, the Developer, and CHF in connection with the Project Documents and the Financing Documents.

Section 5. P3 Procurement Method Determinations. The Board makes the following findings in accordance with 200 KAR 5:355 (collectively, the "Considerations"), assuming that the Project is awarded to the Developer and its development team, which includes CHF and the Manager, in accordance with the terms and conditions contained in the Project Documents and the Financing Documents in the forms previously submitted to the Board in connection with this Resolution:

(a) Qualitative considerations.

(i) The use of the P3 Procurement Method to procure the Project permits the University to allocate and control the risks, responsibilities, and rewards associated with and arising from the Project among CHF, the Developer, and the University in a manner that ultimately benefits the University and the students and citizens the University serves.

(ii) The use of the P3 Procurement Method permits the University to procure the Project on a more accelerated timeline than would otherwise be possible if the University procured the Project utilizing other procurement methods.

(iii) The use of the P3 Procurement Method provides tangible and intangible benefits that exceed the costs of developing and maintaining Project utilizing a public-private partnership method.

(iv) The University, through its staff and professional agents, maintains the expertise to measure and monitor the performance and operational effectiveness of CHF and the Developer. The Project Documents contain structural safeguards for the University to accomplish such objectives.

(v) The use of the P3 Procurement Method permits the University to capture and utilize incentives, efficiencies, and expertise derived from the involvement of CHF and the Developer.

(vi) The Project would be difficult to achieve on the desired timeline without private sector involvement.

(vii) The public interest is best served by the University's acquisition of the Project using a P3 Procurement Method.

(viii) The University has an urgent need for the services of CHF and the Developer in order to address housing needs and enrollment issues at the University.

(b) Quantitative Considerations. In selecting the Developer (including the services of CHF) as its private partner to deliver the Project, the University has considered:

(i) The net present value of the Project over its useful life.

(ii) The allocation of risks and contingencies between the University and the Developer (and CHF and the Manager, who have been retained by the Developer).

(iii) The operating cash flows reasonably expected to provide a return on investment to the Developer.

(iv) The net present value of the payments to be received by the University under the Ground Lease over the life of the Project.

(v) The anticipated value of the Project and other deliverables under the Project Documents at the conclusion of the Project with the Developer.

The Board hereby finds and determines that, after consideration of the qualitative and quantitative factors set forth above, the Project and the P3 Procurement Method are in the best interests of the University, its students, and the Commonwealth, and that the allocation of risks and benefits under the Project Documents and Financing Documents is fair and reasonable.

Section 6. Award of Project to Developer Team. Based on the foregoing considerations, in accordance with the P3 Procurement Method, the Board hereby awards the Project to the Developer on the terms and conditions set forth in the Developer's RFQ Responses, as modified, clarified, and expanded in the forms of the Project Documents and the Financing Documents submitted to the Board in connection with the consideration of this Resolution. To the extent necessary, the Authorized Officers are hereby authorized to notify all other parties providing proposals for the Project of this award.

Section 7. Approval of Project Documents and Financing Documents. The Board recognizes that the University is a party to a limited number of the Project Documents and the Financing Documents. Nonetheless, given that the Project is being awarded and will be effectuated by the Developer (collectively with CHF and the Manager) for the benefit of the University, the Board hereby (i) approves the execution and delivery of all Project Documents to which the University is a party, (ii) consents to the execution and deliver of all Project Documents to which the University is not a party by those who are such parties for the benefit of the University, (iii) approves the execution and delivery of all Financing Documents to which the University is a party, (ii) consents to the execution and delivery of all Financing Documents to which the University is not a party by those who are such parties for the benefit of the University; provided, however, that all such documents are

hereby approved substantially in the forms previously provided to the Board for purposes of this approval. Any Authorized Officer, upon the advice of Counsel, may approve any change in any such Project Document or Financing Document on behalf of the University upon a determination that (a) any such change is immaterial to the University's interest, (b) any such change is in the University's best interest, (c) any such change is necessitated by changes in market conditions occurring after the date hereof but before the financial closing of any bonds issued to finance all or a portion of the costs of the Project. No such approval shall be required for changes solely related to pricing results for such bonds. With respect to any Project Document or Financing Document for which the University is a party, the execution of such document by an Authorized Officer shall constitute evidence of the approval of such change. For any Project Document or Financing Document for which the University is not a party, the Authorized Officer authorizing such a change may, at his or her discretion, note the basis for such change in a memorandum to the Board or otherwise inform the Executive Committee of the Board of such change before executing such document.

Section 8. Acquisition and Transfer of Housing Facilities. The Board hereby authorizes the acquisition of all real and personal property interests comprising the Legacy Housing Facilities from SLF, such receipt to occur collectively or from time to time, as is determined to be in the best interest of the University by the University. The acquisition shall be for consideration shall be for an amount set out in the SLF Documents.

The Board further approves the lease of the land upon which the Housing Facilities are located to CHF in accordance with the Ground Lease and the sale of the real property improvements and personal property comprising the Housing Facilities to CHF in accordance with, among other things, the Purchase Agreement and one or more Deeds and bills of sale. The consideration for such sale or sales shall equal the aggregate amount set out in the Project Documents.

For purposes of clarity, the Board reasonably expects that all consideration to be paid and received by the University in connection with the acquisition and transfer of the Housing Facilities shall be provided, directly or indirectly, by the proceeds of the bonds issued by the Issuer for the benefit of CHF.

To the extent the sale of the real property improvements and personal property comprising the Housing Facilities to CHF would comprise a sale of real or personal property of the University, the Board hereby determines ownership of the Housing Facilities by CHF and operation of the Housing Facilities by CHF in accordance with the Project Documents would be more suitably consistent with the public interest, given the Considerations established herein. Moreover, the Board notes that the Ground Lease requires fee title in the real property improvements and personal property comprising the Housing Facilities, as the same may be maintained, improved, or replaced in accordance with the Project Documents, to be returned to the University upon the termination of the Ground Lease.

Section 9. Authorized Disclosure of University Information. The Board recognizes that CHF intends to finance the improvements associated with the Project by the issuance of one or more series of bonds to be governed by the Financing Documents. To that end, CHF and the Issuer will utilize one or more Official Statements to market such bonds to potential investors. The Board hereby authorizes the Authorized Officers to provide CHF, the Developer, and the Issuer with financial and operating information regarding the University in an amount and quality sufficient to assist CHF, the Developer, and the Issuer with the marketing of such bonds. Any Authorized Officer is authorized to deem any portion of an Official Statement containing information regarding the University "final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission, as amended.

Section 10. Execution of Project Documents and Financing Documents. The Authorized Officers are hereby authorized to execute and deliver any Project Document, Financing Document, or SLF Document to which the University is a party in accordance with Section 7 or Section 8 hereof. In addition, any Authorized

Officer is hereby authorized to execute and deliver any agreement, document, certificate, deed, notice, memorandum, consent, approval, bill of sale, or other instrument or forms of documents necessary or desirable, in the judgment of such Authorized Officer, upon the advice of Counsel, to effectuate the Project.

Section 11. Conditional Approval. All approvals hereunder are subject to and conditioned upon the approval of CPBOC in accordance with Kentucky law. If CPBOC fails to meet and consider the Project before the desired initial marketing date of the bonds to be issued by the Issuer, the President of the University may provide the approval (in writing) permitted by KRS 45.800(3).

Section 12. Open Meetings. The Board hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements.

Section 13. Conflicts of Interests. The Board finds that any actual or potential conflicts of interest of members of the Board or officers of the University relating to the Project have been disclosed in accordance with applicable law and University policies, and that any such members or officers have abstained from deliberation and voting to the extent required.

Section 14. Provisions in Conflict are Repealed. All resolutions or parts thereof in conflict with the provisions of this Resolution are hereby rescinded to the extent of such conflict.

Section 15. Effective Date. This Resolution shall take effect from and after its passage.

[Signature page to follow]

SIGNATURE PAGE TO RESOLUTION

Adopted April 24, 2026.

Chair, Board of Regents
Western Kentucky University

Attest:

Secretary, Board of Regents
Western Kentucky University

CERTIFICATION

The undersigned, as the Secretary of the Board of Regents of Western Kentucky University, Bowling Green, Kentucky, hereby certifies (a) that the foregoing is a true, complete, and correct copy of a Resolution duly adopted by the Board of Regents of the University at a meeting of the Board of Regents duly held on April 24, 2026, as recorded in the official Minute Book of the Board of Regents in my custody and under my control, (b) that such meeting was held in accordance with all applicable requirements of Kentucky law, including, particularly, Sections 61.800 to 61.850, inclusive, of the Kentucky Revised Statutes, (c) that a quorum was present at such meeting, and (d) that the Resolution is of record in the office of the Board of Regents and has not been modified, amended, or rescinded, and is in full force and effect, as of the date hereof.

WITNESS my signature this April 24, 2026.

Secretary, Board of Regents
Western Kentucky University

KENTUCKY COMMUNITY & TECHNICAL COLLEGE SYSTEM

April 7, 2026

Senator Shelley Funke Frommeyer, Co-Chair
Representative Shawn McPherson, Co-Chair
Capital Projects and Bond Oversight Committee
Room 136, Capitol Annex
702 Capital Avenue
Frankfort, KY 40601

Re: Kentucky Community and Technical College System
Capital Project Approval

Dear Co-Chairs Frommeyer and McPherson:

The Kentucky Community and Technical College System (KCTCS) respectfully request approval, pursuant to KRS 45.760, of a capital construction project that is being funded with agency restricted funds.

The project is Jefferson Community and Technical College (JCTC) Improve and Relocate Downtown Utility Infrastructure. This project will be relocating, reconfiguring and upgrading the campus utilities on the JCTC Downtown Campus due to the demolition of Hartford Hall, which houses all utilities and serves as a utility hub serving multiple buildings. The total budget is $2,200,000.

The design and construction of this project is being implemented through KCTCS Facilities Support Services Capital Construction Division. KCTCS Board of Regents and CPE have approved this project.

Should you have any questions, please feel free to contact Andy Casebier at 859-256-3287.

Sincerely,

Todd Kilburn
Chief Financial Officer

Cc: Dr. Ryan F. Quarles, KCTCS President
Carla Wright
Andy Casebier
Sandy Adkins
Adam Blevins

Kentucky Community and Technical College System
300 North Main Street • Versailles, KY 40383
(859) 256-3100
kctcs.edu

KCTCS is an equal educational and employment opportunity institution

Kentucky Council on Postsecondary Education

Andy Beshear
Governor

100 Airport Road, 2nd Floor
Frankfort, Kentucky 40601
Phone: 502-573-1555
http://www.cpe.ky.gov

Aaron Thompson, Ph.D.
President

Capital Projects and Bond Oversight Committee
Capitol Annex, Room 136
702 Capitol Avenue
Frankfort, Kentucky 40601

April 8, 2026

Dear Senator Funke Frommeyer and Representative McPherson,

The Council on Postsecondary Education met on April 2, 2026, and, per KRS 164.020(11), approved an interim capital project for Kentucky Community and Technical College System (KCTCS), using agency restricted funds:

- Jefferson Community and Technical College Improve/Relocate Downtown Utility Infrastructure
    - The project's total scope is $2,200,000 and will be funded with agency restricted funds. The project will relocate, reconfigure, and upgrade the campus utilities on the JCTC Downtown Campus due to the demolition of Hartford Hall, which houses all utilities and serves as a utility hub for multiple buildings.

If you have any questions or require additional information, please contact me at (502) 892-4198.

Sincerely,

Adam Blevins
Director, Finance Policy and Programs

C: Todd Kilburn, KCTCS Chief Financial Officer
Sandy Adkins, KCTCS Director of Capital Projects Budgeting
Andy Casebier, KCTCS Assistant VP for Facilities Support
Carla Wright, OSBD Budget and Policy Analyst