

**FIRST SUPPLEMENT TO AMENDED AND RESTATED TRUST INDENTURE**

This First Supplement to Amended and Restated Trust Indenture, by and between the Housing Finance Authority of Manatee County, Florida, a public body corporate and politic of the State of Florida (the "Authority") and U.S. Bank National Association, a national banking association organized under the laws of the United States (the "Trustee"),

**WITNESSETH:**

**WHEREAS**, the parties hereto have previously entered into that certain Amended and Restated Trust Indenture, dated as of November 1, 2014 (the "Original Indenture"), providing for the reissuance of the Authority's Multifamily Senior Housing Revenue Bonds, Series 2007 (Water's Edge of Bradenton Apartments Project) (the "Bonds"); and

**WHEREAS**, the parties hereto, upon the request of Christian Homes Senior Housing Inc., a Florida nonprofit corporation, as successor by merger to Water's Edge of Bradenton, LLC, a Florida limited liability corporation (the "Borrower") and Hamlin Capital Management, LLC, as Bondholder Representative under the Original Indenture (the "Bondholder Representative"), desire to amend the provisions of the Indenture in certain respects; and

**WHEREAS**, Section 11.04 of the Original Indenture provides for the modification thereof upon compliance with the terms of said Section 11.04, including receiving the consent of the Bondholder Representative;

**NOW, THEREFORE**, for valuable consideration duly acknowledged, the parties hereto do agree as follows:

**SECTION 1.** Section 3.01(a) of the Original Indenture is hereby amended to provide that, for any optional redemption in whole of the Bonds occurring on and after August 1, 2021, \$1,000,000 of Accrued Amounts due on the Discounted Amounts Deferred Payment Date shall not be required to be paid. For the avoidance of any doubt, (i) \$1,000,000 of the Accrued Amounts shall be due and payable in connection with any optional redemption of the Bonds in full prior to August 1, 2021, and (ii) in addition to \$1,000,000 of Accrued Amounts not being required to be paid upon a redemption in full of the Bonds on a Discounted Deferred Payment Date occurring on and after August 1, 2021, there shall not be due and payable any other Accrued Amounts, including without limitation those in excess of \$1,000,000, if any, on a Discounted Amounts Deferred Payment Date occurring on and after August 1, 2021 in connection with any optional redemption of the Bonds in full.

**SECTION 2.** The Trustee agrees to notify DTC of this First Supplement by providing it with a copy thereof, and to post notice of this First Supplement on the Municipal Securities Rulemaking Board's EMMA website, which notice may contain a conformed copy hereof.

**SECTION 3.** Except as amended hereby, the Original Indenture shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 1<sup>st</sup> day of December, 2020.

**HOUSING AUTHORITY OF MANATEE  
COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chairman

[SEAL]

Attest:

By: \_\_\_\_\_  
Secretary/Treasurer

[AUTHORITY'S SIGNATURE PAGE TO FIRST SUPPLEMENT TO  
AMENDED AND RESTATED TRUST INDENTURE]

**U.S. BANK NATIONAL ASSOCIATION,**  
as Trustee

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

[TRUSTEE'S SIGNATURE PAGE TO FIRST SUPPLEMENT TO  
AMENDED AND RESTATED TRUST INDENTURE]

**ACKNOWLEDGMENT OF COMPANY**

By its acknowledgement below, Florida Christian Homes Senior Housing, Inc., a Florida nonprofit corporation, successor by merger to Water's Edge of Bradenton, LLC, a Florida limited liability company (the "Borrower") agrees to the terms and conditions contained in attached First Supplement to Amended and Restated Trust Indenture. The Company further acknowledges and agrees that the execution and delivery of such First Supplement is conditioned upon the Company paying all legal fees and expenses incurred by the Authority, the Trustee and the Bondholder Representative in connection with the preparation of the First Supplement and associated documents, whether or not such optional redemption occurs. The Company also acknowledges that all directions provided and all actions taken by the Bondholder Representative, the Authority and the Trustee pursuant to the First Supplement and the consent by the Bondholder Representative with respect thereto are covered by the indemnification provisions set forth in Section 6.01 of the Loan Agreement (as defined in the Original Indenture).

**FLORIDA CHRISTIAN HOMES  
SENIOR HOUSING, INC.,** a Florida  
nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF COMPANY]

**CONSENT OF BONDHOLDER REPRESENTATIVE TO FIRST SUPPLEMENT**

By its signature below, the undersigned represents and warrants (i) that it is the manager or investment advisor to the beneficial owner of at least 66 2/3% in aggregate principal amount of the Housing Finance Authority of Manatee County, Florida Multifamily Senior Housing Revenue Bonds, Series 2007 (Water’s Edge of Bradenton Apartments Project) (the “Bonds”), with full power and authority to execute and deliver this consent as Bondholder Representative on behalf of the Owners of the Bonds, (ii) that this consent has been duly authorized, executed and delivered, and (iii) that the Bondholder Representative consents to the foregoing First Supplement to Amended and Restated Trust Indenture.

**HAMLIN CAPITAL MANAGEMENT,  
LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO CONSENT OF BONDHOLDER  
REPRESENTATIVE TO FIRST SUPPLEMENT]