

April 1, 2015

Donald Maj
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General Counsel's Office
The Depository Trust Company
55 Water Street, 22nd Floor
New York, NY 10041

Re: Second Supplemental Trust Indenture to effectuate the extension of the maturity of the Securities (hereinafter defined) to December 1, 2025

Dear Sir/Madam:

Collin County Housing Finance Corporation (the "Issuer") is authorized to make the changes detailed below (the "Revisions") under the Trust Indenture dated as of October 1, 1996, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") (as successor trustee to Bank One, Texas, NA), as supplemented by the First Supplemental Trust Indenture dated as of October 1, 2005, and the Second Supplemental Indenture dated as of April 1, 2015 (the "Second Supplement"), each between the Issuer and the Trustee (collectively, the "Governing Documents") with regard to the Issuer's Variable Rate Demand Multifamily Housing Revenue Bonds (Huntington Apartments Project) Series 1996, identified by CUSIP # 19474C AWO (the "Securities"). Attached as Exhibit A to this letter, please find a copy of the executed Second Supplement, which includes consent and authorization to make the Revisions obtained from the beneficial owner of the Securities under the Governing Documents.

Effective April 9, 2015, the Issuer hereby instructs The Depository Trust Company ("DTC") to reflect the Revisions to the Securities on its records with respect to the Securities, as referenced herein. Special Account-U, L.P., a Delaware limited partnership, and the conduit borrower with respect to the Securities, hereby agrees to indemnify and defend DTC and Cede & Co., nominee of DTC, and each of their respective subsidiaries and affiliates, officers, directors, employees, agents and attorneys, (the "Indemnitees") against, and hold the Indemnitees harmless from, any Losses¹ and

¹ "Losses" means and includes all losses, liabilities, damages, judgments, liabilities, payments, obligations, costs and expenses (including, without limitation, any costs of investigation and legal fees and expenses incurred in connection with, resulting from, relating to, arising out of or in connection with these instructions), regardless of whether or not any liability, payment, obligation or judgment is ultimately imposed against the Indemnitees.

Legal Actions² suffered or incurred by the Indemnitees resulting from, relating to, arising out of or in connection with these instructions.

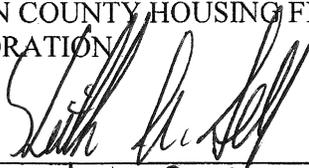
The Issuer requests the following changes be reflected on DTC's records: Maturity Date Extension from December 1, 2015, to December 1, 2025 on the Securities.

[Signature pages to follow]

² "Legal Action" means and includes any claim, counterclaim, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation before any federal, state or foreign court or other tribunal, or any investigative or regulatory agency or self-regulatory organization ("SRO").

Very truly yours,

COLLIN COUNTY HOUSING FINANCE
CORPORATION

By: 
Name: Keith Self
Title: President