

**RESOLUTION NO. 2017-02**

**A RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF MANATEE COUNTY, FLORIDA (THE “AUTHORITY”), AUTHORIZING THE MAKING OF NOT TO EXCEED \$25,000,000 HOUSING FINANCE AUTHORITY OF MANATEE COUNTY, FLORIDA, IN TAX-EXEMPT GOVERNMENTAL LOANS REPRESENTING A FUNDING LOAN AND A SUBORDINATE SELLER LOAN AND AUTHORIZING THE MAKING OF NOT TO EXCEED \$3,000,000 TAXABLE GOVERNMENTAL BRIDGE LOAN AND PROVIDING FOR CERTAIN DETAILS WITH RESPECT TO SUCH GOVERNMENTAL LOANS; APPOINTING A FISCAL AGENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FUNDING LOAN AGREEMENT BY AND AMONG THE AUTHORITY, JPMORGAN CHASE BANK, N.A., AS INITIAL FUNDING LENDER AND U.S. BANK NATIONAL ASSOCIATION, AS FISCAL AGENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PROJECT LOAN AGREEMENT BY AND AMONG THE AUTHORITY, BRADENTON LEASED HOUSING ASSOCIATION III, LLLP, AS THE BORROWER AND THE FISCAL AGENT; APPROVING THE FORMS OF PROJECT NOTES EVIDENCING THE BORROWER OBLIGATIONS TO REPAY THE GOVERNMENTAL LOANS; APPROVING THE FORMS OF THE SECURITY INSTRUMENTS SECURING THE FUNDING LOAN, BRIDGE LOAN AND SUBORDINATE SELLER LOAN; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF THE ASSIGNMENT OF SECURITY INSTRUMENTS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LAND USE RESTRICTION AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE GUARANTY AND ENVIRONMENTAL INDEMNITY AGREEMENT; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ABSOLUTE AND UNCONDITIONAL GUARANTY OF OPERATING DEFICITS, A CONTINUING ABSOLUTE AND UNCONDITIONAL GUARANTY OF COMPLETION, A CONTINUING, ABSOLUTE AND UNCONDITIONAL GUARANTY OF RECOURSE OBLIGATIONS, A CONSTRUCTION AND LOAN SERVICING AGREEMENT, A FINANCIAL MONITORING AGREEMENT, A COMPLIANCE MONITORING AGREEMENT, A SUBORDINATE LOAN AGREEMENT AND A SUBORDINATION AGREEMENT; DETERMINING THE NEED FOR A NEGOTIATED PRIVATE SALE OF THE GOVERNMENTAL LENDER NOTES; ACCEPTING THE CREDIT UNDERWRITING REPORT; AUTHORIZING THE PROPER OFFICERS TO DO ALL THINGS NECESSARY OR ADVISABLE; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.**

**WHEREAS**, the Board of County Commissioners of Manatee County, Florida (the “Board”), has heretofore enacted an ordinance, as amended, creating the Housing Finance Authority of Manatee County, Florida (the “Authority”), pursuant to the provisions of Part IV of Chapter 159, Florida Statutes, as amended and supplemented (the “Act”); and

**WHEREAS**, the Board has heretofore adopted a resolution declaring a need for the Authority to function in order to alleviate the shortage of housing and capital for investment in housing within Manatee County, Florida (the “County”); and

**WHEREAS**, the Authority, pursuant to the Act, may make tax-exempt governmental loans in the principal amount of not to exceed \$25,000,000 evidenced by a Series A Governmental Lender Note and a Subordinate Series C Governmental Lender Note (collectively, the “Tax-Exempt Governmental Lender Notes”) to be used by the Borrower (as defined below) to pay a portion of the costs of the acquisition and rehabilitation of multifamily rental housing developments located in the City of Bradenton, Florida, known as River Trace Apartments and River Trace Homes (collectively, the “Projects”), provided that the proceeds from the Series C Governmental Loan shall be used by the Borrower for purchase money financing of the Projects; and

**WHEREAS**, the Authority, pursuant to the Act, may also make available a taxable bridge loan in the principal amount of \$3,000,000 to be used by the Borrower to pay a portion of the costs of acquisition and rehabilitation of the Projects which taxable bridge loan shall be evidenced by a Taxable Series B Governmental Lender Note (the “Taxable Governmental Lender Note”); and

**WHEREAS**, the proceeds received by the Authority from JPMorgan Chase Bank, N.A., as the purchaser of the Series A Governmental Lender Note and the Taxable Governmental Lender Note and as the Initial Funding Lender (as defined below) will be loaned (the “Project Loans”) to Bradenton Leased Housing Association III, LLLP, a limited liability limited partnership organized under the laws of the State of Minnesota (together with its successors and assigns, the “Borrower”) to finance a portion of the Projects pursuant to the terms and provisions of that certain Project Loan Agreement expected to be dated as of June 1, 2017 (the “Project Loan Agreement”) by and among the Authority, U.S. Bank National Association as fiscal agent (the “Fiscal Agent”) and the Borrower in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, JPMorgan Chase Bank, N.A. (herein, the “Initial Funding Lender”) will advance funds to the Authority with respect to the Governmental Lender Loans evidenced by the Series A Governmental Lender Note and the Taxable Series B Governmental Lender Note pursuant to the terms and provisions of that certain Funding Loan Agreement expected to be dated as of June 1, 2017 (the “Funding Loan Agreement”) by and among the Initial Funding Lender, the Authority and the Fiscal Agent, in substantially the form attached hereto as Exhibit “B”; and

**WHEREAS**, River Oaks Housing Partners, Ltd., as the seller of the River Trace Apartments Project (the “Seller”) and the purchaser of the Series C Governmental Lender Note, has agreed to provide purchase money financing to Borrower, which will be evidenced by a Borrower Subordinate Promissory Note attached hereto as Exhibit “G” which will evidence the Borrower’s obligation to repay the Series C Governmental Lender Note; and

**WHEREAS**, the Series A Governmental Lender Loan and the Series B Governmental Loan shall be made pursuant to the Project Loan Agreement and the repayment obligations of the Borrower will be evidenced by that certain Series A Multifamily Promissory Note and a Series B Multifamily Promissory Note both from the Borrower payable to the Authority (the “Series A and Series B Project Notes”) in substantially the forms attached hereto as Composite Exhibit “C” and will be secured by a first and second Multifamily Mortgage, Assignment of Rents and Security Agreement (the “Series A and Series B Security Instruments”) in substantially the forms attached hereto as Composite Exhibit “D” from the Borrower to the Authority; and

**WHEREAS**, pursuant to those Assignment of Security Instruments, in substantially the forms attached hereto as Exhibit “E” (the “Series A and Series B Assignments”), the Authority will assign (other than certain unassigned rights) its right in the Series A and Series B Project Notes and Series A and Series B Security Instruments to the Initial Funding Lender; and

**WHEREAS**, the Series C Governmental Lender Loan shall be made pursuant to that certain Subordinate Loan Agreement (the “Series C Loan Agreement”) by and between the

Authority and the Borrower in the form attached hereto as Exhibit “F” and will be evidenced by that certain Borrower Subordinate Promissory Note from the Borrower to the Authority (the “Series C Project Note”) in substantially the form attached hereto as Exhibit “G” and will be secured by that certain Subordinate Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents (the “Series C Security Instrument”) in the form attached hereto as Exhibit “H,” which the Authority will assign to the Seller; and

**WHEREAS**, pursuant to that certain Assignment of Subordinate Mortgage and Loan Documents, substantially in the form attached hereto as Exhibit “I,” the Authority will assign its rights (other than certain unassigned rights), in the Series C Loan Agreement, the Series C Project Note and the Series C Security Instrument to the Seller; and

**WHEREAS**, the Authority desires to authorize the execution and delivery of a Land Use Restriction Agreement expected to be dated as of June 1, 2017, by and among the Borrower, the Fiscal Agent and the Authority in substantially the form presented at this meeting and attached hereto as Exhibit “J,” which agreement evidences certain restrictions placed on the use and occupancy of each of the Projects as required under the Act and the applicable provisions of the Code (the “Restriction Agreement”); and

**WHEREAS**, the Series A Governmental Lender Note and the Taxable Governmental Lender Note will be issued pursuant to the terms and provisions of the Funding Loan Agreement and the Series C Governmental Lender Note and will be issued pursuant to the terms and provisions of the Subordinate Loan Agreement; and

**WHEREAS**, the Authority desires to authorize the execution and delivery of a Fee Guaranty and Environmental Indemnity Agreement expected to be dated as of June 1, 2017 from the Borrower and the other indemnitors named therein to the Authority and Fiscal Agent relating to the Governmental Lender Notes in substantially the form presented at this meeting and attached hereto as Exhibit “K” (the “Indemnity Agreement”); and

**WHEREAS**, the Authority desires to authorize the execution of such other documents deemed necessary and to be in acceptable forms as determined by its Bond Counsel and counsel to the Authority, as enumerated on Composite Exhibit “M.”

**NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING FINANCE AUTHORITY OF MANATEE COUNTY, FLORIDA:**

**Section 1: Recitals.** That the foregoing recitals stated above are hereby found by the Authority to be true and correct and incorporated into this Resolution.

**Section 2: Definitions.** That in addition to the terms defined above, the words and terms referred to in Article I of the Funding Loan Agreement, unless a different meaning clearly appears from the context, shall have the same meanings in this Resolution as in the Funding Loan Agreement.

**Section 3: Authorization of the Governmental Lender Notes.** That, for the purpose of providing funds to make the Governmental Lender Loans to the Borrower to finance a portion of the costs of the Projects, there is hereby authorized by the Authority, two (2) Tax-Exempt Governmental Lender Loans to be evidenced by a “Series A Governmental Lender Note” and a “Series C Governmental Lender Note” in the aggregate principal amount of not exceeding TWENTY FIVE MILLION DOLLARS (\$25,000,000) (herein collectively, the “Tax-Exempt Governmental Lender Notes”) and a taxable Bridge Loan in the principal amount of not exceeding THREE MILLION DOLLARS (\$3,000,000) evidenced by a “Taxable Governmental Lender Note.”

**Section 4: Security for the Governmental Lender Notes.** That the Governmental Lender Notes will be limited obligations of the Authority. The principal of, or redemption price and interest on, the Governmental Lender Notes will be payable solely as provided in the Funding Loan Agreement and Subordinate Loan Agreement, as applicable. Neither the members of the Authority nor any person executing the Governmental Lender Notes shall be liable personally on the Governmental Lender Notes by reason of the issuance thereof. The

Governmental Lender Notes will not be debts of the Authority, the County, the State of Florida (the "State") or any other political subdivision thereof, and neither the faith and credit nor the taxing power of the County, the State or any other political subdivision thereof will be pledged to the payment of the principal of, or redemption price and interest on, the Governmental Lender Notes. The Authority has no taxing power.

**Section 5: Approval and Execution of Project Loan Agreement.** That the form of the Project Loan Agreement relating to the Project Loan (the "Project Loan Agreement") presented at this meeting (and attached hereto as Exhibit "A") expected to be dated as of June 1, 2017, by and among the Authority, the Fiscal Agent and the Borrower is hereby approved and adopted by the Authority, together with such changes, modifications and deletions as may be deemed necessary and appropriate. The Chairperson (or, in his absence, a Vice Chairperson or any other member of the Authority in the absence of any Vice Chairperson) is hereby authorized to execute and deliver on behalf of the Authority the Project Loan Agreement, and the Secretary-Treasurer (or, in his absence, any non-executing Vice Chairperson) of the Authority is authorized to affix the Seal of the Authority and attest to the execution of the Project Loan Agreement in the form presented to this meeting together with such changes, modifications and deletions as the officer of the Authority executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the Authority.

**Section 6: Appointment of Fiscal Agent.** That U.S. Bank National Association, having its designated office in St. Paul, Minnesota, is hereby appointed Fiscal Agent, under the Funding Loan Agreement, Project Loan Agreement, the Restriction Agreement Indemnity Agreement and any of the herein defined Ancillary Documents or Subordinate Loan Documents.

**Section 7: Approval and Execution of the Funding Loan Agreement.** That the form of the Funding Loan Agreement (the "Funding Loan Agreement") expected to be dated as

of June 1, 2017, by and among the Authority, the Initial Funding Lender and the Fiscal Agent in substantially the form presented at this meeting (and attached hereto as Exhibit "B") is hereby approved and authorized by the Authority, together with such changes, modifications and deletions as may be deemed necessary and appropriate. The Chairperson (or, in his absence, a Vice Chairperson or any other member of the Authority in the absence of any Vice Chairperson) is hereby authorized to execute and deliver on behalf of the Authority the Funding Loan Agreement and the Secretary-Treasurer (or, in his absence, any non-executing Vice Chairperson) of the Authority is hereby authorized to affix the Seal of the Authority and attest to the execution of the Funding Loan Agreement in the form presented to this meeting together with such changes, modifications and deletions as the officer of the Authority executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof of the Authority.

**Section 8: Details of the Governmental Lender Notes.** That the proceeds of the Governmental Lender Notes, together with the moneys received by the Fiscal Agent or the Title Company from the Borrower or any tax credit investor, shall be applied, the Governmental Lender Notes shall mature in the years and in the amounts, bear interest at such rate or rates, and be subject to redemption, all as provided in the Funding Loan Agreement and Subordinate Loan Agreement, as applicable. The Authority hereby authorizes, pursuant to the provisions of the Funding Loan Agreement and Subordinate Loan Agreement, as applicable, the use of the proceeds of the Governmental Lender Notes to make the Project Loan, the Bridge Loan and the Subordinate Loan to the Borrower for the Borrower to pay a portion of the costs of the Projects. The execution of the Funding Loan Agreement and Subordinate Loan Agreement shall constitute approval of such terms as set forth in this Section 8.

**Section 9: Approval of Forms of the Project Notes, Subordinate Loan Agreement, and Security Instruments.** That the forms of Project Notes given to the Authority

and assigned to the Fiscal Agent or the Seller, as applicable, and the form of Security Instruments in favor of the Authority and assigned to the Fiscal Agent or the Seller, as applicable, in substantially the forms presented at this meeting and attached hereto as Composite Exhibit "C," Composite Exhibit "D," Exhibit "G" and Exhibit "H," respectively, expected to be dated as of the date the Governmental Lender Notes are issued, to evidence and secure the Borrower's obligations under the Project Loan Agreement and Subordinate Loan Agreement, as applicable, and the Authority's obligations to the Initial Funding Lender under the Funding Loan Agreement and to the Seller under the Subordinate Loan Agreement are hereby approved and adopted by the Authority, together with such changes, modifications and deletions as may be deemed necessary and appropriate.

**Section 10: Approval of Assignments.** That the forms of the Assignment of the Security Instruments including the Assignment of Subordinate Mortgage and Loan Documents in substantially the forms presented at this meeting and attached hereto as Composite Exhibit "E" and Exhibit "I," expected to be dated the date of issuance of the Governmental Lender Notes, from the Authority in favor of the Fiscal Agent with respect to the Series A Governmental Lender Loan and the Series B Governmental Lender Loan, and with respect to the Series C Governmental Lender Loan in favor of the Seller are hereby approved and adopted by the Authority, together with such changes, modifications and deletions as may be deemed necessary and appropriate. The Chairperson (or, in his absence, any Vice Chairperson or any other member of the Authority in the absence of a Vice Chairperson) is hereby authorized to execute and deliver on behalf of the Authority, and the Secretary-Treasurer (or, in his absence, any non-executing Vice Chairperson) of the Authority is hereby authorized to affix the Seal of the Authority and attest to the execution of the Assignment in the form presented to this meeting together with such changes, modifications, and deletions as the officer of the Authority executing the same may deem necessary and appropriate with the advice of Bond Counsel and



counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof of the Authority.

**Section 11: Approval and Execution of the Land Use Restriction Agreement.**

That the form of the Land Use Restriction Agreement with attached Freddie Mac Rider (collectively, the "Restriction Agreement") in substantially the form presented at this meeting (and attached hereto as Exhibit "J"), expected to be dated as of June 1, 2017, by and among the Authority, the Fiscal Agent and the Borrower, is hereby approved and adopted by the Authority, together with such changes, modifications and deletions as may be deemed necessary and appropriate. The Chairperson (or, in his absence, any Vice Chairperson or any other member of the Authority in the absence of a Vice Chairperson) is hereby authorized to execute and deliver on behalf of the Authority, and the Secretary-Treasurer (or, in his absence, any non-executing Vice Chairperson) of the Authority is hereby authorized to affix the Seal of the Authority and attest to the execution of the Restriction Agreement in the form presented to this meeting together with such changes, modifications and deletions as the officer of the Authority executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof of the Authority.

**Section 12: Approval and Execution of Fee Guaranty and Environmental Indemnity Agreement.** That the form of the Fee Guaranty and Environmental Indemnity Agreement (the "Indemnity Agreement") in substantially the form presented at this meeting (and attached hereto as Exhibit "K"), expected to be dated as of June 1, 2017, by and among the Authority, the Fiscal Agent, the Borrower and the other indemnitors named therein, is hereby approved and adopted by the Authority, together with such changes, modifications and deletions as may be deemed necessary and appropriate. The Chairperson (or, in his absence, any Vice Chairperson or any other member of the Authority in the absence of a Vice Chairperson) is hereby authorized to execute and deliver on behalf of the Authority, and the

Secretary-Treasurer (or, in his absence, any non-executing Vice Chairperson) of the Authority is hereby authorized to affix the Seal of the Authority and attest to the execution of the Indemnity Agreement in the form presented to this meeting together with such changes, modifications and deletions as the officer of the Authority executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof of the Authority.

**Section 13: Negotiated Private Sale of Governmental Lender Notes Authorized.**

That, based on market conditions and the uniqueness of the program by which the Governmental Lender Notes are funded and issued, the Authority hereby finds that it is necessary and in the best interest of the Authority that the Series A and Series B Governmental Lender Notes be sold on a negotiated basis directly to the Initial Funding Lender and the Series C Governmental Lender Note be sold on a negotiated basis directly to the Seller.

**Section 14: Credit Underwriting Report.** That the Authority accepts the credit underwriting report prepared by First Housing Development Corporation of Florida ("First Housing") attached hereto as Exhibit "L." First Housing is hereby appointed to serve as financial monitor, compliance monitor and issuer servicer under the Ancillary Documents.

**Section 15: Ancillary Documents.** That the following ancillary documents in substantially the following forms are hereby approved and the Chairman or, in his absence any Vice Chairman or any other member of the Authority in the absence of a Vice Chairman, is hereby authorized to execute and deliver the Ancillary Documents on behalf of the Authority and the Secretary-Treasurer (or, in his absence, any non-executing Vice Chairperson) of the Authority is hereby authorized to affix the Seal of the Authority and attest to the execution of the Ancillary Documents in the forms presented to this meeting together with such changes, modifications and deletions as the officer of the Authority executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the Authority, such execution and delivery to be conclusive evidence of the approval and authorization thereof of

the Authority. The Ancillary Documents include the Absolute and Unconditional Guaranty of Operating Deficits, Continuing, Absolute and Unconditional Guaranty of Recourse Obligations, Continuing Absolute and Unconditional Guaranty of Completion, Construction and Loan Servicing Agreement, Financial Monitoring Agreement, Compliance Monitoring Agreement, and Subordination Agreement in the forms attached hereto as Composite Exhibit "M."

**Section 16: Agreement of Authority.** That all covenants, stipulations, obligations and agreements contained in this Resolution, in the Project Loan Agreement, the Funding Loan Agreement, the Subordinate Loan Agreement and any other agreements to which the Authority is a party and which have been hereby approved by the Authority, shall be deemed to be the covenants, stipulations, obligations and agreements of the Authority and all such covenants, stipulations, obligations and agreements shall be binding upon the Authority.

**Section 17: No other Rights Conferred.** That, except as herein otherwise expressly provided, nothing in this Resolution or in the Project Loan Agreement, the Funding Loan Agreement or the Subordinate Loan Agreement, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the Authority, the Fiscal Agent, the Borrower, the Initial Funding Lender, as the owner of the Series A and Series B Governmental Lender Notes or the Seller as the owner of the Series C Governmental Lender Note, issued under the provisions of this Resolution, the Funding Loan Agreement, or the Subordinate Loan Agreement, as applicable, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, the Project Loan Agreement, the Funding Loan Agreement or the Subordinate Loan Agreement or any other agreements to which the Authority is a party and which have been approved by the Authority or any provision thereof; this Resolution, the Project Loan Agreement, the Funding Loan Agreement or the Subordinate Loan Agreement and all of its provisions being intended to be and being for the sole and exclusive benefit of the Authority, the Fiscal Agent, the Borrower and the Funding Lender, as the owner of the Series A and Series B Governmental Lender Notes and the Seller as the owner of the

Series C Governmental Lender Note issued under the provisions of this Resolution, the Funding Loan Agreement and the Subordinate Loan Agreement, as applicable.

**Section 18: Severability.** That, in case any one or more of the provisions of this Resolution, or of the Project Loan Agreement or Funding Loan Agreement, or the Subordinate Loan Agreement and the Ancillary Documents or the Governmental Lender Notes issued hereunder and the Funding Loan Agreement and Subordinate Loan Agreement or any other agreements to which the Authority is a party and which have been approved by the Authority, shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution or of the Project Loan Agreement, or of the Funding Loan Agreement, or Subordinate Loan Agreement or of said Governmental Lender Notes, but this Resolution, the Funding Loan Agreement and the Subordinate Loan Agreement, and said Governmental Lender Notes shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained therein.

**Section 19: Further Actions.** That the Chairperson, any Vice Chairperson, the Secretary-Treasurer of the Authority and the other members of the Authority, the Authority's general counsel or Bond Counsel, are hereby authorized and directed to do all acts and things required of them by the provisions of the Credit Underwriting Report, Governmental Lender Notes, the Project Loan Agreement, the Funding Loan Agreement, the Subordinate Loan Agreement, the Ancillary Documents and the other documents herein approved and also to do all acts and things required of them by the provisions of this Resolution, including, but not limited to, the execution of such other documents that may be required for the better securing of the Governmental Lender Notes or as a condition precedent for the issuance of the Governmental Lender Notes.

**Section 20: Headings Not Part of this Resolution.** That any headings preceding the texts of the several sections of this Resolution shall be solely for convenience of reference

and shall not form a part of this Resolution, nor shall they affect its meaning, construction or effect.

**Section 21: Resolution Effective.** That this Resolution shall take effect immediately upon its adoption.

**ADOPTED** this 13<sup>th</sup> day of June, 2017.

(SEAL)

**HOUSING FINANCE AUTHORITY OF  
MANATEE COUNTY, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Name: James J. Heagerty, Jr.  
Title: Chairperson

By: \_\_\_\_\_  
Name: Frank R. Dodson, III  
Title: Secretary-Treasurer

## EXHIBITS TO RESOLUTION

Exhibit A	--	Form of Project Loan Agreement
Exhibit B	--	Form of Funding Loan Agreement
Composite Exhibit C	--	Forms of Series A and Series B Project Notes
Composite Exhibit D	--	Forms of Series A and Series B Security Instruments
Composite Exhibit E	--	Forms of Series A and Series B Assignments
Exhibit F	--	Form of Series C Loan Agreement
Exhibit G	--	Form of Series C Project Note
Exhibit H	--	Form of Series C Security instrument
Exhibit I	--	Form of Assignment of Subordinate Mortgage and Loan Documents
Exhibit J	--	Form of Land Use Restriction Agreement
Exhibit K	--	Form of Indemnity Agreement
Exhibit L	--	Credit Underwriting Report
Composite Exhibit M	--	Ancillary Documents which include the Absolute and Unconditional Guaranty of Operating Deficits, the Continuing, Absolute and Unconditional Guaranty of Recourse Obligations, the Continuing Absolute and Unconditional Guaranty of Completion, the Construction and Loan Servicing Agreement, the Financial Monitoring Agreement, the Compliance Monitoring Agreement, and the Subordination Agreement

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