

**FIRST AMENDMENT TO
AMENDED AND RESTATED LOAN AGREEMENT**

BETWEEN

HOUSING FINANCE AUTHORITY OF MANATEE COUNTY, FLORIDA

AND

WATER'S EDGE OF BRADENTON, LLC

DATED AS OF JULY 1, 2018

Relating to

**REISSUANCE OF THE HOUSING FINANCE AUTHORITY
OF MANATEE COUNTY, FLORIDA
MULTIFAMILY SENIOR HOUSING REVENUE BONDS, SERIES 2007
(WATER'S EDGE OF BRADENTON APARTMENTS PROJECT)**

FIRST AMENDMENT TO AMENDED AND RESTATED LOAN AGREEMENT

This First Amendment to Amended and Restated Loan Agreement is made as of July 1, 2018 (this "First Amendment") is by and between the **HOUSING FINANCE AUTHORITY OF MANATEE COUNTY, FLORIDA** (the "Authority") and **WATER'S EDGE OF BRADENTON, LLC** (the "Company").

WHEREAS, the Authority and the Company entered into that certain Amended and Restated Loan Agreement dated as of November 1, 2014 ("Restated Loan Agreement"); and

WHEREAS, the Restated Loan Agreement amended and restated that certain Loan Agreement dated as of February 1, 2007 by and between the Authority and the Company (the "Original Loan Agreement"), which Original Loan Agreement was entered into in connection with the issuance pursuant to that certain Trust Indenture dated as of February 1, 2007 (the "Original Indenture") by and between the Authority and U.S. Bank National Association, as the trustee (the "Trustee") of the Authority's Senior Housing Revenue Bonds, Series 2007 (Water's Edge of Bradenton Apartments Project) in the aggregate principal amount of \$22,575,000 (the "Original Bonds"); and

WHEREAS, as a result of certain changes made to the terms of the Original Bonds, the Original Bonds were deemed, under federal tax law, reissued on November 17, 2014 (as reissued, the "Reissued 2007 Bonds") and the Original Indenture was amended and restated as evidenced by that certain Amended and Restated Trust Indenture dated as of November 1, 2014 (the "Restated Indenture"); and

WHEREAS, the Company has requested that certain reporting requirements set forth in the Restated Loan Agreement be modified (herein, the "Reporting Modifications"); and

WHEREAS, Hamlin Capital Management, LLC, as the representative of at least a majority of the beneficial owners of the Reissued 2007 Bonds has approved of the Reporting Modifications which shall be evidenced by the terms and provisions of this First Amendment; and

WHEREAS, any capitalized term used in this First Amendment and not otherwise defined shall have the meaning ascribed to such term in the Restated Loan Agreement or Restated Indenture, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto hereby covenant and agree to the following:

Section 1. Section 6.02(b) of the Restated Loan Agreement is hereby deleted and replaced with the following:

- (b) As soon as practicable after it is available, but in no event more than one hundred fifty (150) days after the end of each Fiscal Year, commencing with the Fiscal Year ending December 31, 2014, and, if applicable, management letters and a financial report for the preceding Fiscal Year certified by a firm of Independent certified public accountants covering

the operations of the Company for such Fiscal Year and containing an audited statement of financial position (balance sheet) as of the end of such Fiscal Year, an audited statement of activities and changes in net assets (income statement) for such Fiscal Year and an audited statement of cash flows for such Fiscal Year, showing in each case in comparative form the financial figures for the preceding Fiscal Year, together with a separate written statement of the accountants preparing such report that such accountants have obtained no knowledge of any default by the Company in the fulfillment of any of the terms, covenants, provisions, or conditions of this Amended Loan Agreement insofar as they relate to accounting matters, or if such accountants shall have obtained knowledge of any such default or defaults, they shall disclose in such statement the default or defaults and the nature thereof (but such accountants shall not be liable directly or indirectly to anyone for failure to obtain knowledge of any default).

Section 2. Section 6.02(f) of the Restated Loan Agreement is hereby deleted and replaced with the following:

- (f) Within forty-five (45) days after the last day of the first three fiscal quarters, beginning March 31, 2018, and one hundred fifty (150) days after the last day of the Fiscal Year commencing December 31, 2018, a Certificate from the Company setting forth the Debt Coverage Ratio for the twelve (12) month period ended on the last day of such fiscal quarter and Fiscal Year, as applicable.

Section 3. Section 6.02(j) of the Restated Loan Agreement is hereby deleted and replaced with the following:

- (j) Annual audits of the Sponsor within one hundred fifty (150) days of its Fiscal Year end.

Section 4. Section 6.19 of the Restated Loan Agreement is hereby deleted and replaced with the following:

Section 6.19 Days Cash on Hand. Commencing on January 1, 2019, the Company covenants and agrees to maintain, as of each January 1 and July 1 Days Cash on Hand equal to at least 60 days, as shown on the Company's quarterly or annual financial statements delivered to the Trustee, the Bondholder Representative and the Authority pursuant to Section 6.02 hereof; provided that the Company shall provide calculations with respect to Days Cash on Hand as of January 1, 2018 and July 1, 2018 for informational purposes only. For purposes of this liquidity covenant the term "Days Cash Expenses" as defined herein shall be construed and calculated at the then current interest rate on Indebtedness, including the Reissued 2007 Bonds (calculated at an interest rate of 7.00% per annum), and shall not include Accrued Amounts as an Expense.

Section 5. Restated Loan Agreement. Except as provided herein, the terms and provisions of the Restated Loan Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority and the Company have caused this First Amendment to Amended and Restated Loan Agreement to be duly executed in their respective names, all as of the date first above written.

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

By: _____
Name: Richard M. Pierro
Its: Chairman


(Seal)

ATTEST

By: _____
Name:
Its: First Vice Chairman

WATER'S EDGE OF BRADENTON, LLC

By: Florida Christian Homes Senior Housing,
Inc., as sole member

By: 
Name: TANYA K. HAHN
Title: Vice President