




May 16, 2016

MEMORANDUM

TO: District Board of Trustees

FROM: Jim Murdaugh, President 

SUBJECT: A resolution of the District Board of Trustees of Tallahassee Community College authorizing a negotiated loan not to exceed \$1,100,000.

Item Description

Presented is a resolution authorizing a negotiated loan in an amount not to exceed \$1,100,000 for the purpose of completing a lease agreement on the Advanced Manufacturing Training Center.

Overview and Background

Currently the College has a lease obligation for the Advanced Manufacturing Training Center for a term through 2030. Due to a generous charitable contribution by the 3954 Pensacola Street Partnership, in honor of Kim Williams, the College now has the opportunity to exit the lease at a substantial savings to the College and is proposing the bond resolution to pay off the remaining balance over a seven (7) year period.

Past Actions by the Board

The Board has not taken past action related to the Advanced Manufacturing Training Center.

Funding/Financial Implications

The principal loan amount is not to exceed \$1,100,000. The loan repayment is scheduled over a seven (7) year period, at a rate of 1.75%. The previous outstanding lease balance was approximately \$1.8 million plus additional related costs of approximately \$100,000.

Staff Resource

Barbara Wills

Recommended Action

Approve the resolution authorizing a negotiated loan not to exceed \$1,100,000.

RESOLUTION NO. 2016-01

A RESOLUTION OF THE DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE AUTHORIZING A NEGOTIATED LOAN IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,100,000 FOR THE PURPOSE OF FINANCING THE PURCHASE OF CERTAIN IMPROVEMENTS TO THE ADVANCED MANUFACTURING TRAINING CENTER ALL AS DESCRIBED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND ACCEPTANCE OF THE BANK'S COMMITMENT; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Board of Trustees of Tallahassee Community College (the "Board of Trustees") has determined that it is necessary and desirable and in the best interest of Tallahassee Community College (the "College") to finance the renovation and remodeling of the Advanced Manufacturing Training Center (the "Project"); and

WHEREAS, the Board of Trustees determined that it is necessary and desirable to borrow funds (the "Loan") to finance the Project and received a proposal on March 9, 2016, from Whitney Bank, d/b/a Hancock Bank (the "Bank"), as described herein (the "Commitment"), to finance the costs of the Project; and

WHEREAS, the Board of Trustees' obligations to the Bank shall be as provided in a Loan Agreement between the Board of Trustees and the Bank (the "Loan Agreement") and shall be payable solely from and secured by an irrevocable first lien on all of the Board of Trustees' gross Capital Improvement Fees collected pursuant to Section 1009.22(6), Florida Statutes, as amended (the "Pledged Revenues"), and the Pledged Revenues are not currently pledged to, or encumbered by, any obligation of the College; and

WHEREAS, the Board of Trustees now wish to approve the form of the Loan Agreement which has a form of promissory note attached as an exhibit thereto;

WHEREAS, the Board of Trustees further wishes to authorize certain officers (as designated herein) to execute the Loan Agreement and such other documents as may be necessary to effectuate the financing of the Project as provided herein;

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the laws of the State of Florida, Sections 1001.64(38) and 1009.22(6), Florida Statutes, each as amended, and other provisions of law.

SECTION 2. FINDINGS. It is hereby found, ascertained, determined and declared that:

A. The WHEREAS clauses recited above are hereby incorporated herein as a part of this Resolution.

B. The College is a duly constituted and validly existing Florida College System institution and its Board of Trustees is a body corporate under the laws of the State of Florida pursuant to Sections 1000.21(3)(j) and 1001.63, Florida Statutes, each as amended.

C. The Board of Trustees has the authority to borrow funds and incur debt pursuant to Sections 1001.64(38) and 1009.22(6), Florida Statutes, each as amended.

D. It is in the best interest of Board of Trustees to accept the Commitment to provide the Loan to the Board of Trustees in an amount not to exceed \$1,100,000 based upon the terms and provisions set forth therein.

E. The Pledged Revenues shall be used to pay debt service on the Loan and any other amounts due under the Loan Agreement.

F. In consideration of the Loan to be made by the Bank and authorized hereunder, this Resolution together with the terms and provisions of the Loan Agreement shall constitute a contract between the Board of Trustees and the Bank.

SECTION 3. AUTHORIZATION OF LOAN AGREEMENT AND COMMITMENT.

To provide for the security of the Loan and to express the contract between the Board of Trustees and the Bank, the Board of Trustees does hereby accept the Bank's Commitment and does hereby authorize the execution and delivery on behalf of the Board of Trustees by the Chair or Vice-Chair of the Board of Trustees, under the seal of the Board of Trustees, attested by the Secretary of the Board of Trustees, of the Loan Agreement. The Loan Agreement shall be in substantially the form attached hereto and marked Exhibit A and is hereby approved, with such changes, amendments, modifications, deletions, and additions as may be approved by the Chair or Vice-Chair, delivery thereof to be conclusive evidence of such approval. Attached as an exhibit to the Loan Agreement shall be a promissory note to evidence the Board of Trustees' obligations under the Loan Agreement.

SECTION 4. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The Board of Trustees promises that it will promptly pay the principal of and interest on the Loan and all other amounts due under the Loan Agreement at the place, on the dates and in the manner provided in the Loan Agreement according to the true intent and

meaning hereof and thereof. Amounts due under the Loan Agreement shall be payable solely from the Pledged Revenues in accordance with the terms hereof and of the Loan Agreement. The Bank shall never be entitled to payment of the Loan from any funds of the Board of Trustees except from the Pledged Revenues as described herein and in the Loan Agreement. The Loan does not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Board of Trustees, the State of Florida or any political subdivision thereof.

SECTION 5. USE OF PROCEEDS. The proceeds of the Loan shall be used to (i) finance the Project, and (ii) pay the costs and expenses associated with making the Loan.

SECTION 6. GENERAL AUTHORIZATION. The Chair and Vice-Chair and the Secretary of the Board of Trustees, the President and such other officials and employees of the College as may be designated by the Board of Trustees are each designated as agents of the Board of Trustees in connection with the making of the Loan and entering into the Loan Agreement and are authorized and empowered, collectively or individually, to take all actions and steps and to execute all instruments, documents, and contracts on behalf of the Board of Trustees that are necessary or desirable in connection with the execution and delivery of the Loan Agreement, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

SECTION 7. PREREQUISITES PERFORMED. The Board of Trustees has performed all acts, conditions, and things relating to the passage of this Resolution as are required by the laws of the State of Florida.

SECTION 8. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 9. APPLICABLE PROVISIONS OF LAW. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 10. RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word are used.

SECTION 11. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 12. MEMBERS OF THE BOARD OF TRUSTEES EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Resolution or the Loan Agreement or for any claim based thereon or otherwise in respect

thereof, shall be had against any member of the Board of Trustees, as such, past, present or future, either directly or through the College it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the Board of Trustees, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or the Loan Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the Board of Trustees, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the Loan Agreement, on the part of the Board of Trustees.

SECTION 13. REPEALER. All ordinances and/or resolutions or parts thereof in conflict herewith, if any, are hereby repealed.

SECTION 14. NO THIRD PARTY BENEFICIARIES. Except such other persons as may be expressly described in this Resolution, nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person, other than the Board of Trustees and the Bank, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Board of Trustees and the Bank.

[Remainder of page intentionally left blank]

SECTION 15. EFFECTIVE DATE. The provisions of this Resolution shall take effect immediately upon their adoption.

The foregoing Resolution No. ____ was passed and adopted by the Board of Trustees of Tallahassee Community College on the 16th day of May, 2016.

DISTRICT BOARD OF TRUSTEES OF
TALLAHASSEE COMMUNITY COLLEGE

(SEAL)

Donna G. Callaway, Chair

ATTEST:

Dr. Jim Murdaugh, President and Secretary

EXHIBIT A
FORM OF LOAN AGREEMENT

TAXABLE LOAN AGREEMENT

dated May 18, 2016

by and between

**THE DISTRICT BOARD OF TRUSTEES OF
TALLAHASSEE COMMUNITY COLLEGE
(the "Board")**

and

**WHITNEY BANK, D/B/A
HANCOCK BANK
(the "Bank")**

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), made and entered into this 18th day of May, 2016, by and between **THE DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE**, a political subdivision of the State of Florida pursuant to Section 1004.67, Florida Statutes, as amended, and a body corporate pursuant to Section 1001.63, Florida Statutes, as amended (the "Board"), in its capacity as the governing board of Tallahassee Community College (the "College") a Florida College System Institution and **WHITNEY BANK, D/B/A HANCOCK BANK**, a banking corporation chartered under the laws of the State of Mississippi and authorized to do business in the State of Florida, and its successors (the "Bank").

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement; and

WHEREAS, the Board, pursuant to the provisions of the laws of the State of Florida, Sections 1001.64(38) and 1009.22(6), Florida Statutes, each as amended, and other applicable provisions of law (collectively, the "Act"), and Resolution No. 2016-__ adopted by the Board on May 16, 2016 (the "Resolution"), is authorized to borrow money to finance the renovation and remodeling of the College's Advanced Manufacturing Training Center (the "Project"); and

WHEREAS, the Board desires to borrow \$_____ on a taxable basis to finance the Project (the "Loan") and to secure the repayment of the Loan with a pledge of and lien on the Pledged Revenues (as defined herein); and

WHEREAS, the Bank is willing to provide the Loan to the Board as provided herein, but only upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

"Act" shall mean, collectively, the laws of the State of Florida, Sections 1001.64(38) and 1009.22(6), Florida Statutes, each as amended, and other applicable provisions of law.

"Additional Debt" means additional obligations issued in compliance with the terms, conditions and limitations contained in Section 4.05 hereof which will have an equal lien on the

Pledged Revenues, to the extent herein provided and rank equally in all other respects with the Loan and any other Additional Debt hereafter issued.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bank" shall mean Whitney Bank, d/b/a Hancock Bank, a banking corporation chartered under the laws of the State of Mississippi, and its successors or affiliates.

"Board" shall mean the District Board of Trustees of the College.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in the city where the College is located are authorized or required to be closed.

"Capital Improvement Fees" shall mean the capital improvement fees of the Board collected pursuant to Section 1009.22(6), Florida Statutes, as amended.

"College" shall mean Tallahassee Community College.

"Date of Delivery" shall mean May 18, 2016.

"Debt Service" shall mean principal of and interest on the Loan, and other debt related costs, due in connection with the Loan and this Agreement.

"Debt Service Fund" shall mean the Debt Service Fund established pursuant to Section 3.07 hereof.

"Default Rate" shall mean the Note Rate plus six percent (6%).

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Fiscal Year" shall mean the 12-month period commencing July 1 of each year and ending on the succeeding June 30, or such other 12-month period as the Board may designate as its "fiscal year" as permitted by law.

"Loan" shall mean the loan in a principal amount of _____ Dollars (\$_____), made by the Bank to the Board pursuant to and in accordance with this Agreement.

"Maturity Date" shall mean April 1, 2023.

"Note" shall mean the promissory note from the Board to the Bank evidencing amounts due under this Agreement, the form of which is attached hereto as Exhibit A.

"Pledged Revenues" shall mean a first priority lien on all of the Board's gross Capital Improvement Fees collected or received by the Board or the College.

"Project" shall mean the financing of the renovation and remodeling of the College's Advanced Manufacturing Training Center.

"Project Fund" shall mean the Project Fund established pursuant to Section 3.08 hereof.

"Resolution" shall mean Resolution No. 2016-__ adopted by the Board on May 16, 2016, which, among other things, authorized and confirmed the making of the Loan and execution and delivery of this Agreement.

"Taxable Note Rate" shall mean the rate of interest to be borne by the Note, which shall be 2.31%, calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of Board. The Board represents and warrants to the Bank as follows:

(a) Existence. The Board was duly created under the laws of the State of Florida, with full legal right, power, and authority to adopt the Resolution, to enter into this Agreement and the Loan, and to perform its obligations hereunder. The making, execution and performance of this Agreement on the part of the Board and the entering into the Loan with the Bank have been duly authorized by all necessary action on the part of the Board and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the Board or any of its material properties is bound.

(b) Validity, Etc. This Agreement, the Note, and the Resolution are valid and binding obligations of the Board, enforceable against the Board in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or from time to time affecting

the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. The financial statements of the Board for the year ended September 30, 2015, copies of which have been furnished to the Bank, have been prepared in accordance with generally accepted accounting principles and present fairly the financial condition of the Board as of such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues (including, without limitation, the Capital Improvement Fees), properties or operations of the Board.

(d) Liens and Encumbrances. Upon execution of this Agreement and delivery of the Note, there are no pledges of, or liens or encumbrances on, the Pledged Revenues, other than the lien provided for herein.

(e) No Litigation. There are no suits or proceedings pending or to the knowledge of the Board, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting the Board, concerning or affecting the Pledged Revenues or which would have a material adverse affect on the ability of Board to fulfill its obligations under this Agreement. There are no actions, proceedings or investigations pending against the Board or affecting the Board (or any basis therefor known to the Board) which, either in any case or in the aggregate, might result in any material adverse change in the financial condition, business, prospects, affairs or operations of the Board or in any of its properties or assets, or in any material impairment of the right or ability of the Board to carry on its operations as now conducted or proposed to be conducted, or in the imposition, receipt and collection of the Pledged Revenues or in any material liability on the part of the Board and none which questions the validity of this Agreement, the Loan, the Note or the Resolution or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

(f) Confirmation. The findings of the Board contained in the Resolution are hereby confirmed to be true and accurate and are incorporated as a part of this Agreement.

(g) The Board is authorized to impose the Capital Improvement Fees in the amounts and on the basis heretofore established and the Capital Improvement Fees now in effect have been set in accordance with applicable law and within the limitations set forth in the Act.

Section 2.02. Representations and Warranties of Bank. The Bank represents and warrants to the Board as follows:

(a) Existence. The Bank is a banking corporation chartered under the laws of the State of Mississippi and authorized to do business in the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Bank and the making of the Loan have been duly authorized by all necessary action on the part of the Bank and will not violate or conflict

with applicable law or any material agreement, indenture or other instrument by which the Bank or any of its material properties is bound.

(b) Validity. This Agreement is a valid and binding obligation of the Bank enforceable against the Bank in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights (and specifically creditors' rights as the same relate to banks) and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Knowledge and Experience. The Bank (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan, (ii) has received and reviewed such financial information concerning the Board as it has requested in order to fairly evaluate the merits and risks of making the Loan; (iii) is an "accredited investor" as such term is defined in Regulation D to the Securities Act of 1933; and (iv) is making the Loan as an investment for its own account and not with a view toward resale to the public. The Bank will not transfer the Note except to another accredited investor.

ARTICLE III THE NOTE

Section 3.01. The Loan; Purpose and Use. On the date of this Agreement, the Bank shall provide the Loan to the Board in the aggregate principal amount of _____ Dollars (\$_____).

The proceeds of the Loan shall be used to finance the Project and to pay the costs of making the Loan and shall be wired by the Bank to the Board or elsewhere upon the Board's written direction to the Bank, no later than 1:00 p.m. on the Date of Delivery, or such later time as may be mutually agreed upon by the Board and the Bank.

Section 3.02. The Note. The Board shall deliver the Note to the Bank to evidence and secure its obligation to repay the Loan. The Note shall be substantially in the form set forth as Exhibit "A" to this Agreement. The general terms of the Note shall be as provided in the Note; provided, however, that in the event of a conflict between the terms of this Agreement and the terms of the executed Note, the terms of the Note shall prevail.

Section 3.03. [Reserved].

Section 3.04. Conditions Precedent to Funding. Prior to or simultaneously with the closing of the Loan, there shall be filed with the Bank the following, each in form and substance reasonably acceptable to the Bank:

(a) an opinion of counsel to the Board to the effect that (i) the Board is a political subdivision of the State of Florida pursuant to Section 1004.67, Florida Statutes, as amended, and a body corporate pursuant to Section 1001.63, Florida Statutes, as amended, with full legal

right, power and authority to adopt the Resolution, to deliver the Note, to authorize, execute and deliver this Agreement, to perform its obligations under the Note, the Resolution and this Agreement, and to consummate the transactions contemplated by such instruments; (ii) the Resolution has been duly adopted by the Board at a duly convened public meeting following proper public notice, has not been amended or repealed and is in full force and effect, and constitutes the legal, valid and binding obligation of the Board enforceable in accordance with its terms; (iii) the Note and this Agreement have been duly authorized, executed and delivered by the Board and constitute valid and binding obligations of the Board enforceable in accordance with their respective terms (subject as to enforceability of any remedies to any applicable bankruptcy or insolvency laws or other laws affecting creditors' rights generally, from time to time in effect); (iv) the adoption of the Resolution, and the authorization, execution and delivery of the Note and this Agreement, and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulation, or, to the best of its knowledge, consent, decree, resolution or any agreement or other instrument to which the Board was or is subject, as the case may be, nor will such enactment, adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Board, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly provided by the Resolution and this Agreement; (v) all approvals, consents, authorizations, and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the imposition, receipt and collection of the Pledged Revenues, the execution and delivery of this Agreement and the Note or the adoption of the Resolution by the Board or the performance by the Board of its obligations under the Resolution, this Agreement and the Note have been obtained and are in full force and effect; (vi) to the best of its knowledge, after reasonable inquiries, there is no litigation pending or threatened, to restrain or enjoin the Loan or in any way affecting any authority for or the validity of the Loan, the Resolution, this Agreement or the imposition, receipt, collection or pledge of the Pledged Revenues; and (vii) neither the corporate existence nor the title of any of the present Board of Trustees' members and officials thereof to their respective offices is being contested; and (viii) the Board has complied with all conditions precedent to making of the Loan.

(b) a certificate of the Board indicating that since June 30, 2015, there has been no material adverse change in the financial condition, operations or prospects of the Board or laws, rules or regulations (or their interpretation or administration) that, in any case, may adversely affect the Board's ability to comply with its obligations hereunder.

(c) such other documents as the Bank reasonably may request.

When the documents and items mentioned in clauses (a) through (c), inclusive, of this Section shall have been filed with the Bank, and when this Agreement and the Note shall have been executed as required by this Agreement, and all conditions of the Resolution have been met, the Board shall deliver the Note to or upon the order of the Bank, but only against the Board's receipt of the proceeds of the Loan.

Section 3.05. Registration of Transfer; Assignment of Rights of Bank. The Board shall keep at the office of the Chief Financial Officer in the Board's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. The transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the Board together with an assignment duly executed by the Bank or its attorney or legal representative in the form of the assignment set forth on the form of the Notes attached as Exhibit "A" to this Agreement; provided, however, the Note may only be transferred in whole and to an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder. In the case of any such registration of transfer, the Board shall execute and deliver in exchange for the applicable Note a new Note registered in the name of the transferee. In all cases in which the Note shall be transferred hereunder, the Board shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The Board may make a charge for every such registration of transfer of the Note sufficient to reimburse it for any tax or other governmental charges required to be paid (other than a tax or other governmental charge imposed by the Board) with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Note on the registration books of the Board shall be deemed to affect a transfer of the rights and obligations of the Bank under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Bank under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Bank. The Board and the transferor shall execute and record such instruments and take such other actions as the Board and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Bank under this Agreement and the Note.

In the event the Note is mutilated, lost, stolen, or destroyed, the Board shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of such a mutilated Note, such mutilated Note shall first be surrendered to the Board, and in the case of a lost, stolen, or destroyed Note, there first shall be furnished to the Board evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Section 3.06. Ownership of the Notes. The person in whose name a Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

The registered owner of a Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of the Note; provided, however, the Note may only be transferred in whole and to an "accredited investor" as such term is defined in

the Securities Act of 1933, as amended, and Regulation D thereunder. Every prior registered owner of a Note shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

Section 3.07. Debt Service Fund. The Capital Improvement Fees will be deposited by the Board into a separate account, as required by Section 1009.22(6), Florida Statutes, which fund has been heretofore established by the Board identified as account _____ in the financial records of the Board (the "CIF Revenue Account"). Amounts in the CIF Revenue Account shall be subject to the lien on and pledge of the Capital Improvement Fees herein granted. Amounts in the CIF Revenue Account shall be used only for the purposes permitted under Section 1009.22(6), Florida Statutes, and shall be applied or reserved in the amounts necessary to provide for the payment of the Loan and the Note in each year prior to use for any other purpose. The Board shall transfer from the CIF Revenue Account to the Debt Service Fund referred to below the amounts required by this section.

There is hereby created by the Board and ordered established a Debt Service Fund to be held by the Board. There shall be deposited into the Debt Service Fund the Pledged Revenues received by the Board during each Fiscal Year until the amounts on deposit in such Debt Service Fund equal the amounts needed to pay debt service on the Loan and any Additional Debt hereafter issued in such Fiscal Year. Moneys in the Debt Service Fund shall be used solely to pay principal and interest due on the Loan and any Additional Debt hereafter issued when due, shall be held in trust by the Board and shall be subject to a lien and charge in favor of the holder of the Note and for the further security of such holder.

Section 3.08. Project Fund. A portion of the proceeds of the Loan (\$_____) shall be used to finance the Project in accordance with the provisions hereof. There is hereby created by the Board and ordered established a Project Fund to be held by the Board, which shall be used only for payment of the cost of the Project. Moneys in the Project Fund, until applied in payment of any item of the cost of a Project in the manner hereinafter provided, shall be held in trust by the Board and shall be subject to a lien and charge in favor of the holder of the Note and for the further security of such holder.

Notwithstanding the foregoing, prior to depositing such portion of the proceeds of the Loan in the Project Fund as set forth and as directed pursuant to this Section 3.08, the Board shall pay, or cause to be paid, to the following person(s) from the proceeds of the Loan, the following amounts: (a) Note Counsel fee of \$12,000, and (b) Bank Counsel fee of \$3,000. Note Counsel will bill for actual expenses not to exceed \$1,000.

**ARTICLE IV
COVENANTS OF THE BOARD**

Section 4.01. Performance of Covenants. The Board covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement or in any proceedings of the Board relating to the Loan.

Section 4.02. Use of Proceeds. The proceeds of the Loan shall be applied by the Board to finance the Project and to pay the costs of entering into the Loan.

Section 4.03. Payment of the Loan. The Board promises that it will promptly pay the Debt Service on the Loan and all other amounts due under this Agreement at the place, on the dates and in the manner provided in Section 3.02 hereof according to the true intent and meaning hereof and thereof. Debt Service on the Loan and all other amounts due under this Agreement shall be payable solely from the Pledged Revenues in accordance with the terms hereof. The Bank shall never be entitled to payment hereunder from any funds of the Board except from the Pledged Revenues as described herein. The Loan does not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Board, the State of Florida or any political subdivision thereof.

Section 4.04. Security for the Loan. The payment of the principal of and interest on the Loan and all other amounts payable under this Agreement or in connection therewith shall be secured by a first priority pledge of and lien on the Pledged Revenues. The Board does hereby create and grant to the Bank a first priority pledge of and lien on the Pledged Revenues to provide for and secure the payment of principal of and interest on the Loan and all other obligations of the Board under this Agreement. The Board shall impose, levy and use its best efforts to collect all Pledged Revenues and other amounts due to it, and shall take no action to impair the collection of the Pledged Revenues.

Section 4.05. Additional Debt.

(a) The Board will not issue any obligations payable from the Pledged Revenues or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien of the Loan upon the Pledged Revenues except under the terms and conditions and in the manner provided herein. Any obligations issued by the Board other than in accordance with this Section and payable from the Pledged Revenues shall contain an express statement that such obligations are junior and subordinate in all respects to the Loan as to lien on, and source of and security for payment from, the Pledged Revenues.

(b) No Additional Debt may be issued unless the College's chief financial officer shall sign and issue a certificate that shall state and certify that the Pledged Revenues for the most recently audited Fiscal Year of the Board preceding the issuance of Additional Debt equaled at least 1.50 times the maximum annual debt service requirements for principal and

interest on obligations then outstanding and payable from such Pledged Revenues and on the Additional Debt proposed to be issued.

Section 4.06. Annual Audit, Budget and Other Financial Information. The Board shall, within 270 days after the close of its Fiscal Year, cause the financial statements of the Board to be properly audited by the Auditor General's Office for the State of Florida, and shall require such auditors to complete their report on the annual financial statements in accordance with applicable law. Such annual financial statements shall contain, but not be limited to, a balance sheet, a statement of revenues, expenditures and changes in fund balance, and any other statements as required by law or accounting convention. The annual financial statements shall be prepared in conformity with generally accepted accounting principles and shall include a separate line item showing the annual amount of the Pledged Revenues received during the subject Fiscal Year. A copy of the Board's audited financial statements for each Fiscal Year shall be furnished to the Bank annually and a copy of the Board's operating budget for each Fiscal Year shall be furnished to the Bank at its request. The Board shall provide the Bank with such other financial information with regard to the Board and the Pledged Revenues as the Bank may reasonably request. Such audited financial statements, budgets, and other financial information shall be provided at no cost to the Bank.

Section 4.07. Collection of Capital Improvement Fees. While the Loan is outstanding, the Board covenants that it will use its best efforts to collect the Capital Improvement Fees. The Board will set and impose the Capital Improvement Fees each year at the per credit hour levels which are not lower than the levels in effect for Fiscal Year 2015-2016 and not lower than the level necessary to provide for the payment of the principal and interest on the Loan, subject to the requirements of the Act. If the Capital Improvement Fees shall be either in whole or in part annulled, vacated or set aside by the judgment or order of any court or governmental agency, the Board will take all necessary steps to revise and set the Capital Improvement Fees in the manner provided by law so that that the Capital Improvement Fees may be lawfully collected and applied as required by this Agreement.

ARTICLE V EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an "Event of Default:"

(a) payment of the principal of or interest on the Loan or other fees or amounts due thereunder or hereunder shall not be made when such amounts are due and payable and such amounts shall remain unpaid for a period of 10 days;

(b) the Board shall default in the due and timely performance of its covenant with regard to the imposition, levy and collection of the Pledged Revenues.

(c) the Board shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions in this Agreement and such default shall

continue for 30 consecutive days after written notice shall have been given to the Board by the Bank specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Bank, the Board shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of 30 days, then such period shall be increased to such extent as shall be necessary to enable the Board to diligently complete such curative action for a period not to exceed 120 days in total;

(d) any representation or warranty of the Board contained in this Agreement or in any certificate or other closing document executed and delivered by the Board in connection with the closing of this Loan shall prove to have been untrue in any material respect when executed and delivered, thereby adversely impairing the security for the Loan;

(e) any proceedings are instituted with the consent or acquiescence of the Board, for the purpose of effecting a compromise between the Board and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted;

(f) the Board admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(g) the College and/or the Board is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the Board, or an order, judgment or decree is entered by any court or governmental agency of competent jurisdiction appointing, without the consent of the Board, a receiver or trustee of the Board or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(h) if, under the provisions of any law for the relief or aid of debtors, any court or governmental agency of competent jurisdiction shall assume custody or control of the College or the whole or any substantial part of its property and such custody or control shall not be terminated within 90 consecutive days from the date of assumption of such custody or control.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the Bank may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement 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 or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Bank shall deem most effective to protect and enforce such rights. Without

limiting the generality of the foregoing, the Bank shall have the right to bring a mandamus action to require the Board to perform its obligations under this Agreement. Payment of Debt Service from the Pledged Revenues shall be cumulative to the extent not paid, and shall continue as an obligation of the Board hereunder until the Loan is paid in full.

Upon the occurrence and during the continuation of an Event of Default hereunder or under the Note and the expiration of any applicable cure period, interest on the Loan shall accrue at the Default Rate. Additionally, upon the occurrence and during the continuation of an Event of Default hereunder or under the Note and the expiration of any applicable cure period, the Loan shall be subject to acceleration by the Bank, and upon notice of acceleration by the Bank, all amounts due hereunder and under the Note shall become immediately due and payable by the Board but only from Pledged Revenues.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, the Bank shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the Board for principal, interest or otherwise under any of the provisions of this Agreement or of the Loan then unpaid, together with any and all costs and expenses of collection and of all proceedings hereunder (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), without prejudice to any other right or remedy of the Bank, and to recover and enforce any judgment or decree against the Board, but solely as provided herein and in the Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect in any manner provided by law, the monies adjudged or decreed to be payable.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of the Bank 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 of any such default or any acquiescence therein; and every power and remedy given by this Agreement to the Bank may be exercised from time to time and as often as may be deemed expedient.

The Bank may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

Section 6.01. Covenants of Board, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Board to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Loan and all other sums payable to the Bank hereunder have been paid in full.

Section 6.03. Notice of Changes in Fact. Promptly after the Board becomes aware of the same, the Board will notify the Bank of (a) any changes in any material fact or circumstance represented or warranted by the Board in this Agreement, and (b) any default under this Agreement, specifying in each case the nature thereof and what action the Board has taken, is taking and/or proposes to take with respect thereto.

Section 6.04. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by the Board and the Bank.

Section 6.05. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the Board or the Bank, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

As to the Board:

Tallahassee Community College
444 Appleyard Drive
Tallahassee, Florida 32304
Attention: Vice President for Administrative Services & Chief Business Officer

As to the Bank:

Whitney Bank, d/b/a Hancock Bank
Public Finance Department
113 Designer Circle
Dothan, Alabama 36303
Attention: Steven E. Cole

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.06. Waiver of Jury Trial. To the extent permitted by applicable law, each of the Board and the Bank, knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with the Resolution, this Agreement, the Note or any agreement contemplated to be executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto. This provision is a material inducement to the Bank to enter into this Agreement.

Section 6.07. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Board and the Bank, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Board and the Bank.

Section 6.08. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Board to the full extent from time to time permitted by law.

Section 6.09. Business Days. In any case where the date of maturity of interest on or principal of the Loan or the date fixed for prepayment of the Loan shall not be a Business Day, then payment of such interest or principal shall be made on the next succeeding Business Day with the same force and effect as if paid on the date of maturity or the date fixed for prepayment, but interest on any such principal amount shall accrue through the date payment is made.

Section 6.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.11. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.12. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the Board in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the Board of Trustees, officer, employee or agent of the Board, officer, employee or agent of a successor to the Board, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Loan or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the Board or any successor to the Board, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.13. Incorporation by Reference. All of the terms and obligations of the Resolution and the Exhibit hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

**THE DISTRICT BOARD OF TRUSTEES OF
TALLAHASSEE COMMUNITY COLLEGE**

(SEAL)

By: _____

Name: Donna G. Callaway

Title: Chair

ATTEST:

By: _____

Name: Dr. Jim Murdaugh

Title: President and Secretary

**WHITNEY BANK, D/B/A/ HANCOCK
BANK**

By: _____

Name: Steven E. Cole

Title: Senior Vice President

EXHIBIT A
FORM OF NOTE

ANY HOLDER SHALL BE AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

Principal Sum	Taxable Note Rate	Maturity Date	Date of Delivery
\$ _____	2.31%	_____ 1, 2023	_____, 2016

THE DISTRICT BOARD OF TRUSTEES OF TALLAHASSEE COMMUNITY COLLEGE a political subdivision of the State of Florida pursuant to Section 1004.67, Florida Statutes, as amended, and a body corporate pursuant to Section 1001.63, Florida Statutes, as amended (the "Board"), for value received, hereby promises to pay to the order of WHITNEY BANK, D/B/A HANCOCK BANK, a banking corporation chartered under the laws of the State of Mississippi, or its registered assigns (the "Bank"), at such place as the Bank may from time to time designate in writing, solely from the Pledged Revenues as defined in and in the manner and to the extent described in that certain Loan Agreement by and between the Bank and the Board, dated _____, 2016 (the "Agreement"), the Principal Sum stated above loaned to the Board by the Bank pursuant to the Agreement, together with interest thereon at the Note Rate, until the Maturity Date or the date the Principal Sum of this Note is paid in the manner hereinafter set forth in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Bank hereof by check mailed to the Bank at the address designated in writing by the Bank for purposes of payment or by bank wire or bank transfer as the Bank may specify in writing to the Board or otherwise as the Board and the Bank may agree.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This Note shall bear interest at the Taxable Note Rate indicated above, which Note Rate shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months; provided, however, that during the continuance of an Event of Default, this Note shall bear interest at the Default Rate.

Interest on this Note shall be paid semi-annually on April 1 and October 1, commencing October 1, 2016, until this Note is paid in full. Principal on this Note shall be paid semi-annually on April 1 and October 1, commencing October 1, 2016, until the Maturity Date in accordance with the amortization schedule as set forth on Schedule I attached hereto and made a part hereof, subject to prepayment by the Board prior to the Note's maturity as provided below.

The Board may prepay this Note in whole on any date with 10 days prior written notice to the Bank without a premium or prepayment penalty. The Board may prepay this Note in part on any principal payment date (April 1 or October 1) with 10 days prior written notice to the Bank without a premium or prepayment penalty. Any partial prepayments shall be in multiples of \$1,000. Any prepayment shall be applied first to accrued and unpaid interest to the date of prepayment and then to the unpaid principal installments with the latest maturities in inverse order.

This Note is authorized to be issued in the outstanding aggregate principal amount equal to the Principal Sum under the authority of and in full compliance with the provisions of the laws of the State of Florida, Chapter 1009, Florida Statutes, as amended, and other applicable provisions of law, and Resolution No. ____ adopted by the Board on May 16, 2016 (the "Resolution"), and the Agreement, and is subject to all terms and conditions of said Resolution and the Agreement.

In no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the Board greater than the amount contracted for herein.

THIS NOTE, WHEN DELIVERED BY THE BOARD PURSUANT TO THE TERMS OF THE AGREEMENT AND THE RESOLUTION, DOES NOT AND WILL NOT REPRESENT OR CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE BOARD, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF, AND SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES AS PROVIDED IN THE AGREEMENT.

Payment of the principal of and interest on this Note and all other amounts payable hereunder and under the Agreement are secured by a first priority pledge of and lien upon the Pledged Revenues in accordance with the terms of the Agreement.

Upon the occurrence of an Event of Default, the Bank shall have such remedies as described in the Agreement.

The Board hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Resolution and the Agreement and reference is hereby made thereto.

IN WITNESS WHEREOF, the Board has caused this Note to be signed by the Chair, and the seal of the Board to be affixed hereto or imprinted or reproduced hereon, and attested by the Secretary of the Board and this Note to be dated the Date set forth above.

THE DISTRICT BOARD OF TRUSTEES
OF TALLAHASSEE COMMUNITY
COLLEGE

(SEAL)

By: _____

Name: Donna G. Callaway

Title: Chair

ATTEST:

By: _____

Name: Dr. Jim Murdaugh

Title: President and Secretary

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of holder of Note: _____

By: _____

SCHEDULE I

Principal Amortization Schedule

<u>Maturity Date</u>	<u>Amount</u>
10/01/2016	
04/01/2017	
10/01/2017	
04/01/2018	
10/01/2018	
04/01/2019	
10/01/2019	
04/01/2020	
10/01/2020	
04/01/2021	
10/01/2021	
04/01/2022	
10/01/2022	
04/01/2023	