

**EXHIBIT “B”**

**HOUSING FINANCE AUTHORITY OF ALACHUA COUNTY, FLORIDA  
MULTIFAMILY RENTAL HOUSING BOND PROGRAM**

**APPLICATION FORM**

**A. DEVELOPER INFORMATION:**

- 1. Applicant Name: Woodland Park II, LLC
- 2. Name of Owner for Inducement Resolution: Woodland Park II, LLC
- 3. Type of Entity (e.g., Florida corporation, Limited Partnership, etc.): Limited Liability Company
- 4. Address: 4144 N. Armenia Ave, Ste 220, Tampa, FL 33607
- 5. Contact Person: Brian Evjen
- 6. Telephone and fax: 813-608-4144, Ext. 1 (no fax number)
- 7. E-Mail address, if any: Brian@newstar-development.com

**B. PROJECT INFORMATION:**

- 1. Project Name: Woodland Park II
- 2. Location & Approximate Acreage: (name incorporated area if applicable); Strap # of the actual parcel of real property that the proposed Project is to be constructed on and, if the real property is part of a larger parcel of property, please clearly note that such is the case:  
125 SE 19th Place, Gainesville, FL. Parcel ID 15969-003  
13.38 acres and part of the redevelopment of Woodland Park
- 3. Describe Neighborhood Characteristics (residential, commercial, housing, recreational, economic, etc.) and land usage of all property bordering project site:  
Please refer to page 23-A.

*Describe Neighborhood Characteristics (residential, commercial, housing, recreational, economic, etc.) and land usage of all property bordering project site:*

The Gainesville Housing Authority (GHA) is partnering with its co-developer, Newstar Development, to develop the second phase of Woodland Park (Woodland Park II), which is the redevelopment of the former 170-unit Woodland Park public housing community into a new 240-unit affordable housing community. Woodland Park II originally consisted of 96 units, but our proposed request will include a higher unit count of 144 units, which includes the original Phase II units along with a portion of the Phase III Woodland Park redevelopment. In total, Woodland Park II, as proposed in the application, will consist of 144 units of new construction, garden style, family affordable housing. This project will replace 76 existing, occupied units in duplex buildings located within Woodland Park, and one unit converted to a utility space, all of which will be demolished to make room for the new construction. The project will consist of 42 one-bedroom units, 66 two-bedroom units, and 36 three-bedroom units. All units will be set aside for families earning at or below 60% of the Area Median Income (AMI) for Alachua County, with a subset of 10% of the units being further set aside for families earning at or below 33% of AMI. All families currently residing in the existing units will be relocated off-site during construction and will have the option to return to Woodland Park upon completion of Woodland Park II.

The subject neighborhood is located on the southeast fringe of Gainesville. There are commercial uses along the major roadways and residential uses throughout with less development in the southeast quadrant since it includes sensitive lands. The largest focus of the city is the University of Florida. The western portion of the neighborhood is more influenced by the university.

Nearby Amenities/Services:

Bus Routes – Southbound Williston Road @ SE 1<sup>st</sup> Terrace (less than 0.1 miles)

Shopping/Retail – Gainesville shopping center (2.4 miles)

Pharmacy/Medical Centers – Winn-Dixie Pharmacy (1.2 miles) & Shands Medical Center (2.4 miles)

Parks – Woodland Park (0.0 miles) on-site, T.B. McPherson Park & Mickle Pool (1.0 miles), Depot Park (1.0 miles), Sweet Water Preserve (1.7 miles)

School – Caring and Sharing Learning School (0.2 miles), Abraham Lincoln Middle School (0.9 miles) & Joseph Williams Elementary (1.3 miles)

4.

	# Units	Sq.Ft/Unit	Rents	#Bathrooms	Market Rate	Set Aside
Studio						
1 BR:	42	697	see page 24-A	1	0	see page 24-A
2BR:	66	980	see page 24-A	2	0	see page 24-A
3BR:	36	1,152	see page 24-A	2	0	see page 24-A
OTHER:						
TOTAL/ AVERAGE	144					

5. Describe status and method of site control/acquisition, the time period for which the agreement is effective and the purchase price to be paid: **Option to Lease with Gainesville Housing Authority. One Capital lease payment of \$1,500,000 to be paid in the form of a note and annual base payments of \$1.00 per year for 50 years.**
6. Is this project designated to serve a specific target group? (i.e., elderly, handicapped) Yes ( ) No ( ) If yes, please specify: **Family Demographic**
7. Describe project amenities: **After School Program for Children, Employment Assistance Program, Financial Management Program, Homeownership Opportunities, Job Training Center**
8. Will any units be accessible to the handicapped? Yes (X) No ( ) How many? **8**
9. Type of building: Elevator ( ) Walk Up (X) Townhouse ( ) Detached ( ) Semi-detached ( )
10. Number of stories: **3** Units per building: **24 units per building. One (1) standalone clubhouse.**
11. Type of projects: New construction (X) Rehabilitation ( )
12. Describe how the Applicant's proposed Project may deal with any environmental issues, if applicable. Does the proposed Project include any energy efficient and/or environmentally friendly characteristics? **Environmental issues, if any, will be mitigated. Yes, there will be energy efficient components.**
13. Does the current land use and zoning permit the proposed development at the proposed density? Yes (X) No ( ) If no, explain:
14. What is the current zoning on the property? **RMF-6**
15. Is platting required for your building permit? If so, where are you in the process and what is your expected approval date? **No.**
16. If the Applicant is now or will be a 501(c)(3) entity during the time before any obligations are to be issued by the Authority, Applicant shall provide the Authority with proof of notification of all applicable ad valorem taxing authorities of the proposed issuance of the bonds. In addition, Applicant shall provide the Authority with a detailed report describing whether or not the Applicant has received or intends to receive an exemption from ad valorem taxation for the Project and (ii) whether or not the Applicant intends to make a payment to the local taxing jurisdiction or any other taxing jurisdiction in lieu of taxes. If the Applicant expects to receive an exemption from ad valorem taxation and will make no voluntary tax payments in lieu of taxes, Applicant shall provide a description of the community services or benefits that it will provide in lieu of the payment of taxes. **N/A**
17. Dollar amount of and percentage amount of the Bonds that are taxable. **0%**

<u>33% AMI</u>	<u>PBV</u>	<u>Monthly Rent</u>	<u>Total</u>
1BR1BA	4	1,177	4,709
2BR/2BA	7	1,411	9,875
3BR/2BA	4	1,864	7,457
4BR/2BA	<u>0</u>	1,873	<u>0</u>
	15		22,041

<u>60% AMI</u>	<u>PBV</u>	<u>Monthly Rent</u>	<u>Total</u>
1BR1BA	36	1,177	42,379
2BR/2BA	56	1,411	78,999
3BR/2BA	30	1,864	55,926
4BR/2BA	<u>0</u>	1,873	<u>0</u>
	122		177,304

<u>60% AMI</u>	<u>LIHTC</u>	<u>Monthly Rent</u>	<u>Total</u>
1BR1BA	2	874	1,748
2BR/2BA	3	1,045	3,135
3BR/2BA	2	1,202	2,404
4BR/2BA	<u>0</u>	1,335	<u>0</u>
	7		7,287

18. Proposed Project Schedule (subject to HFA’s approval)

Activity	Date
Pass Inducement Resolution	3-2024
Obtain Credit Enhancement/Bond purchase commitment	4-2024
All necessary local approvals	6-2024
Final site plans & architectural drawings	6-2024
Real estate closings	12-2024
Issue Bonds and start construction	12-2024
Start construction or rehabilitation complete construction or rehabilitation	Start rent-up
<a href="#">Begin Marketing Units - 12-2026; Complete Construction - 6-2026; Full Occupancy - 1-2027</a>	
Complete rent-up	
<a href="#">4-2027</a>	

**C. FINANCING INFORMATION** PLEASE REFER TO PAGES 25-A AND 25-B.

Sources, uses, status

1. Sources:	<u>Amount</u>	<u>Status of Financing</u>
Bond Issue-Tax Exempt	\$	
Bond Issue-Taxable	\$	
Developer Contribution	\$	
Others: *	\$	
Total funding sources	\$ _____	

\*Specify: \_\_\_\_\_

2. Uses:	<u>Amount</u>
	\$

Total Project costs \$ \_\_\_\_\_

3. Bonds financing information: Please describe the proposed bond structure:

Requested issue size: [\\$37,000,000. It is anticipated that this will be a private placement/draw-down bonds secured by a construction to perm tax-exempt loan.](#)

Final Maturity:

Credit enhancement, if applicable:

Has it been finalized?

Contact person from credit enhancement institution:

Variable Rate: Yes ( ) No ( ) Describe:

## SOURCES

### CONSTRUCTION SOURCE OF FUNDS

Tax Exempt Loan	37,000,000
SAIL	0
Accrued Capitalized Interest	202,500
City of Gainesville -ARPA funds	4,285,000
Equity	2,707,129
GHA Loan	1,500,000
Deferred Fee	-183,190
<b>TOTAL</b>	<b>45,511,439</b>

### PERM. SOURCE OF FUNDS

Perm Loan (7.15%, 40 yrs.)	16,000,000
SAIL Loan	0
Accrued Capitalized Interest	202,500
City of Gainesville -ARPA funds	4,285,000
Fed Tax Credit Equity	18,047,523
GHA Loan	1,500,000
Def Fee	5,476,416
<b>TOTAL</b>	<b>45,511,439</b>

<b>USE OF FUNDS</b>	<b>Total</b>
Land*	1,500,000
Structures	0
<b>TOTAL</b>	<b>1,500,000</b>
Appraisal/Mkt. Study	15,000
Survey / Subdivision	35,000
Soil Borings/ Environ	35,000
Impact/Utility/Permit Fees**	500,000
Arch/Engineer	700,000
Legal	400,000
Cost Cert. Audit	50,000
Insurance	300,000
Taxes	10,000
Title & Recording	200,000
FHFC Fees (250,000+40,000+3,000)	293,000
Const. Inspector/Section 3	130,000
Other: LIHTC Admin Fee 4%	184,595
Soft Cost Contingency	142,630
<b>TOTAL SOFT</b>	<b>2,995,225</b>
Construction Loan Fees (1%)	375,000
Perm Loan Fees (1.00% + \$10,000)	170,000
Cost of Issuance	700,000
Interim Interest	3,300,000
SAIL/ELI/NHTF Loan Fees	67,025
Closing (inc. Bank, Investor, Perm)	125,000
Other: Accrued Capitalized Interest	202,500
<b>TOTAL FINANCIAL</b>	<b>4,939,525</b>
Site Work - Garden	3,619,604
Walking Trail	200,000
Demolition	165,000
Park	0
Other / Environ. Cleanup	0
<b>SUBTOTAL-SITE PREP</b>	<b>3,984,604</b>
Residential	18,076,719
Community	0
General Requirements (6%)	1,323,679
Bond Premium	441,226
Liability Insurance	661,840
Other:	0
<b>Subtotal Contractors Costs</b>	<b>24,488,068</b>
Builder's Overhead (2%)	441,226
Builders Profit (6%)	1,323,679
<b>TOTAL CONT. COSTS</b>	<b>26,252,973</b>
Const. Contingency (5%)	1,312,649
<b>TOTAL DEV. COSTS</b>	<b>37,000,372</b>
Developers Fee (12%)	4,374,045
GHA Fee (6%)	2,187,022
Initial Operating Deficit	0
Supp. Mgmt.&Mktg.Fee	100,000
Purch. of Maint. Equip.	150,000
Defeasance	0
<b>TOTAL WORKING CAP.</b>	<b>250,000</b>
<b>PROJECT RESERVES</b>	
Oper Reserve	1,000,000
Replacement Reserve	0
Subsidy Reserve	0
<b>TOTAL RESERVES</b>	<b>1,000,000</b>
<b>ADMIN. COSTS</b>	
Relocation	700,000
Water bills	0
OTPS	0
<b>TOTAL ADMIN COSTS</b>	<b>700,000</b>
<b>TOTAL PROJ. COSTS</b>	<b>45,511,439</b>
Syndication Costs	0
Partnership Expenses	0
<b>TOTAL</b>	<b>45,511,439</b>

Fixed Rate: Yes ( ) No ( )

**D. OTHER INFORMATION**

1. Do you presently have an application for this project submitted elsewhere or has this project denied financing elsewhere? Currently, there is a reservation for \$25,500,000 with the Housing Finance Authority of Alachua County in relation to a previous SAIL application to Florida Housing. This application is for \$37,000,000.

2. How many and what type of projects have you completed in the Alachua County, Florida Area?  
This will be Newstar's first development in Alachua County. However, our partner Gainesville Housing Authority (GHA), recently completed Phase I of the Woodland Park redevelopment called The Grove at Sweetwater Preserve. The Grove at Sweetwater Preserve is a newly constructed 96-unit family affordable development completed in 2020. GHA owns and operates 8 Public Housing properties (635 units), administers 1,379 Housing Choice vouchers, 170 HUD VASH vouchers, 9 Path vouchers, and 16 Shelter Plus Grant vouchers.

3. Proposed Architect:

Firm: F&K Architecture Phone: 407-629-0595  
Contact: Ken Linehan  
Person: same as above

4. Proposed Managing Agent:

Firm: Norstar Accolade Property Mgmt Phone: 214-496-0600  
Contact: Stephanie Baker  
Person: same as above

5. Proposed Contractor: Firm:

Firm: Middleburg Communities Phone: 407-815-2030  
Contact: David Cruise  
Person: same as above

6. Proposed Developer's Attorney:

Firm: Stearns Weaver Miller Phone: 305-789-3200  
Contact: Brian McDonough  
Person: same as above

7. Applicant shall provide the Authority with notice of any proposed changes to the Application as initially approved. Applicant reserves the right to determine if, after review of the proposed changes, whether or not it wants to proceed with the inducement and funding of the Project.



**ALSO REQUIRED WITH THIS APPLICATION FORM WILL BE THE FOLLOWING:**

- a. Provide a statement describing the Applicant, including history and operations in prior completed tax exempt and/or taxable bond-financed housing projects up to a maximum of ten (10) years. Also, please provide the names, addresses, financial statements and resumes for each of the key principals of the Applicant. The resumes should specifically address each principal's experience that is relevant to the proposed housing development. [See Exhibit 1.](#)
- b. Provide a breakdown of the project costs, including hard construction cost, construction period interest expenses (indicate construction period and unit absorption) and other soft costs including developer fees, land acquisition and site development costs. The pro forma should be based on the highest "all in" bond interest rate that would allow the project to be feasible and should include estimated operating expenses from the time the bonds are closed through the estimated stabilized rent/expense period. [See Exhibit 2.](#)
- c. Provide the project pro forma cash flow statement, which has been or will be submitted to your lender/credit enhancer. This statement should include all phases of project development including financing and construction phase, and rent up through stabilization. [See Exhibit 3.](#)
- d. Provide a statement as to the anticipated structure and security for the bonds (i.e., lender loan, letter of credit enhancement, term of financing, fixed rate or "low floater", "put" featured, etc.). [See Exhibit 4.](#)
- e. Provide a market study indicating the need for the type and cost of the housing being proposed based on local market conditions, and indicate the extent of competition within the vicinity of the project including vacancy rates and market absorption of units at prevailing rent levels. [See Exhibit 5.](#)
- f. Provide an area map indicating the location of the project relative to major highways or other developments. [See Exhibit 6](#)
- g. Provide a project site plan (or general layout of project), with anticipated unit floor plans and elevations. [See Exhibit 7.](#)
- h. Attach audited financial statements for the Applicant(s) for the preceding three (3) years, if available, the general partner and the developer if different, also provide a list of references which may be contacted regarding the Applicant's credit and, if possible, a reference from another housing finance authority which has issued bonds to finance the applicant's projects. [See Exhibit 8.](#)
- i. Copy of warranty deed or executed contract to purchase evidencing site control by Applicant and a copy of the ad valorem tax bill for the subject property for the most current year. [See Exhibit 9.](#)

- j. Letter of verification to the Applicant from the applicable planning and zoning department that the land use will permit the proposed project at the proposed density, concurrency items (availability, capacity, for the number of units, and at this particular site) i.e., meets the requirements for the type and number of units proposed by the Applicant for such site, and lists the steps and processes remaining to pull building permits. [See Exhibit 10.](#)
- k. Letter to the Applicant from the applicable utilities department verifying availability of water and sewer and status of reservation of such. [See Exhibit 11.](#)
- l. Letter to the Applicant from County/City/Suwannee River Water Management District (where applicable) regarding the status of drainage permits necessary for project. [See Exhibit 12.](#)
- m. MAI appraisal and site plan as approved. (Note: appraisal may be presented prior to public hearing or Volume Cap request, at the discretion of the Authority). [See Exhibit 13.](#)
- n. Credit enhancement/lender/financing commitment. [See Exhibit 14.](#)
- o. Preliminary syndication offering statement, if applicable. [See Exhibit 15.](#)
- p. Construction timetable. [See Exhibit 16.](#)
- q. Legal description of site. [See Exhibit 17.](#)
- r. A complete list of all property owners and their mailing addresses, for all property within five hundred (500) feet of the perimeter of the property that is the subject of Applicant's Application. Names and addresses of property owners will be deemed to be those appearing on the latest tax rolls of Alachua County, Florida. Information may be obtained from the Alachua County Property Appraiser's office. In addition, a summary of what efforts the Applicant has taken to notify said property owners of the proposed Project and the results of said efforts. [See Exhibit 18.](#)
- s. With Respect to all Applicants, their Partners, Owners and Principals, please provide the following information with respect to Litigation, Tax Liens and Bankruptcies within the past five years:

[The Applicant has none.](#)

Name:

Address:

Corporate ID or Social Security Number:

Criminal:

Court, Location and Case Number:

Date Filed:  
Nature of Charge:

Status or Disposition:

Civil:

Court Location and Case Number:

Date Filed:

Nature of Suit:

Status or Disposition:

Tax Liens:

Corporate ID or Social Security Number:

Place Filed: (Court/City/State)

Total Amount of Liens:

Date Filed:

Date of Satisfaction, if any:

Bankruptcy:

Name:

Address:

Corporate ID or Social Security Number:

Title and Nature of Proceedings:

Name and Address of Court and Case Number:

Date Filed:

Status or Disposition:

- t. State the amount of compensation paid by the Applicant and/or its affiliates, if any, to Kutak Rock LLP, Nabors, Giblin & Nickerson, P.A. and Raymond James & Associates,

Inc., within the past five (5) years and the purpose for such payment. Further, describe the fee agreement or arrangement, if any, that the Applicant and/or its affiliates have with any of the parties named in the preceding sentence with respect to this proposed project.  
See Exhibit 19.

It is hereby certified that the foregoing information is true and correct to the best of my knowledge, and Applicant agrees to pay all fees as stated above in connection with this financing. The person signing this Application is an authorized representative of the Borrower with the authority to make the certification and agreement contained herein.

Dated this 6th day of February, 2024.

Signature of Preparer:



\_\_\_\_\_  
Brian Evjen, President of Mgr.  
of Applicant

CERTIFICATION OF UNDERSTANDING

I, Brian Evjen, representing, Woodland Park II, LLC have read and understand the Federal requirements and the Housing Finance Authority of Alachua County, Florida's Application Procedures and Program Guidelines ("Authority Guidelines") which outline the policies of the Authority and the requirements of the Internal Revenue Code as applied to tax exempt Multi-Family Mortgage Revenue Bonds, and hereby agree to adhere to and abide with the Federal requirements and Authority Guidelines.



\_\_\_\_\_  
SIGNATURE

February 6, 2024

\_\_\_\_\_  
Date

EXHIBIT "C"

FORM OF EXPENSE AND INDEMNITY AGREEMENT

Housing Finance Authority of Alachua County, Florida

RE: HOUSING FINANCE AUTHORITY OF ALACHUA COUNTY, FLORIDA  
MULTIFAMILY HOUSING REVENUE BONDS

Ladies and Gentlemen:

The undersigned (the "Applicant") has requested that the Housing Finance Authority of Alachua County, Florida (the "Authority") accept, review and consider its application for the issuance of bonds by the Authority for the benefit of the Applicant, and as an inducement to such acceptance, review and consideration Applicant hereby agrees with the Authority as follows:


Section 1. Payment Expenses. Whether or not the Applicant is induced, a Volume Cap allocation is requested on behalf of the Applicant, the Bonds are offered, sold or issued, the Applicant agrees to pay and be liable for, and to hold the Authority harmless against the payment of, any and all fees, costs and expenses related to the bond issue, including, without limitation, the fees of Bond Counsel, Credit Underwriter, Investment Banker, Counsel to the Authority, recording charges, expenses of printing offering circulars or official statements, the cost of printing the bonds and advertising the sale thereof.

Section 2. Indemnity. Whether or not the Applicant is induced, a Volume Cap allocation is requested on behalf of the Applicant, the Bonds are offered, sold or issued, the Applicant agrees to pay (a) all Project costs which are not or cannot be paid or reimbursed from the proceeds of obligations issued by the Authority, and (b) at all times to indemnify and hold harmless the Authority, each of its members, officers, agents, financial advisors, attorneys and employees against any and all claims, losses, costs, damages, expenses and liabilities of whatsoever nature or kind, directly or indirectly, arising out of the Applicant's application or related matters, or the issuance of the Bonds, including, without limitations, alleged tortuous conduct or breach of contractual relationships, whether predicated upon federal or state statutes, common law, principles of equity or otherwise. In furtherance of the foregoing, the Applicant agrees to pay any and all attorneys' fees, litigation and court costs, including those relating to appeals and bankruptcy, incurred in the defense of any of the claims hereinabove enumerated, amounts paid in settlement, and amounts paid to discharge judgments, upon the Authority's written demand thereof. It is also understood that additional indemnity agreements may be required by you from the Applicant or others, such as guarantors, prior to the final approval of such Application.

It is further understood and agreed that the Authority or any of the persons hereinabove indemnified shall be entitled to retain counsel acceptable to the Authority or them to defend any such claim.

Section 3. Survival of Agreement. This Agreement shall survive the closing of the bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically denominated as such and executed by the Authority and the Applicant.

Dated: February 6, 2024  
NAME OF APPLICANT: \_\_\_\_\_

Woodland Park II, LLC  


By: Brian Evjen

Title: President of Manager of  
Applicant

- ATTACH THIS FORM TO THE BOND APPLICATION AS EXHIBIT "C"
- AN ORIGINAL SIGNATURE IS REQUIRED ON THIS FORM-ATTACH AN EXECUTED VERSION OF THIS FORM WITH AN ORIGINAL SIGNATURE WITHIN THE ORIGINAL BOND APPLICATION
- PHOTOCOPIES OF THIS EXECUTED FORM MAY BE ATTACHED WITHIN THE COPIES OF THE APPLICATION

## EXHIBIT “D”

### RANKING CRITERIA

**Set forth below are various criteria that the Authority may use in evaluating each proposed multi-family housing project. However, the order in which the criteria is listed below shall not be deemed to be of more or less importance as each of the criteria may be of more or less value depending upon the circumstances. Final ranking is at the sole discretion of the Authority.**

Demonstration of economic feasibility of the project and ability to repay the loan

Low-income set-asides in excess of federal requirements

Services for target populations—childcare, after school programs, tot-lots, etc.

Geographic Area

Targeting of specific geographic sub-markets based on need

Experience of developer and project team

Availability of commitment for credit enhancement

Extension of qualified project period beyond federal requirements

Architectural design

ADA requirements

Per-Unit allocation request

Leveraging of tax-exempt allocation

Owner/Developer/Applicant’s long term commitment and interest in Project

Likelihood of being able to complete the financing (including the receipt of all permits) within the appropriate time period required by law after receipt of private activity bond allocation, if applicable. Prior Applicant that received an inducement from the Authority for tax exempt financing for the previous year.



**EXHIBIT “E”**

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

Multi-Family Housing Revenue Bonds

(\_\_\_\_\_Project), Series \_\_\_\_\_

**Financial and Business Relationships,  
Arrangements and Practices Questionnaire**

In Release No. 33-7049 released on March 10, 1994 (the “Release”), the Securities and Exchange Commission stated that financial and business relationships, arrangements or practices between any parties (“Participants”) involved in the issuance of municipal securities may be material to an evaluation of the offering. Participants include the issuer and any advisor, expert, counsel or underwriter. The financial and business relationships, arrangements or practices to be described in offering material include political contributions, undisclosed payments to obtain underwriting assignments and undisclosed agreements or arrangements, including fee splitting between any financial advisor and any underwriter, which are material within the meaning of the Release. This Questionnaire is intended to elicit information that may require disclosure in the Preliminary Official Statement and the Official Statement with respect to the above-noted issuance.

Describe below any financial or business relationships, arrangements or practices between you and any Participant involved in the above-noted issuance, which could potentially be considered material within the meaning of the Release.

The undersigned confirms that, to the best of his/her knowledge and belief, the responses provided in this Questionnaire are true and complete.

**(NAME OF PARTICIPANT)**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_