

EIGHTH AMENDMENT
TO THE REVISED INTERLOCAL AGREEMENT
BETWEEN
WAKE COUNTY AND THE CITY OF RALEIGH
RELATING TO ROOM OCCUPANCY AND PREPARED FOOD
AND BEVERAGE TAX REVENUES

This Amendment entered into this as of the 20th day of January, 2004, by and between the County of Wake, North Carolina, hereinafter referred to as County, and the City of Raleigh, North Carolina, hereinafter referred to as City, pursuant to the provisions of Article 20 of Chapter 160A of the North Carolina General Statutes, and in accordance with the requirements of Chapter 594 of the Session Laws of North Carolina and Chapter 458 of the 1995 Session Laws of North Carolina (the Enabling Acts).

WITNESSETH:

WHEREAS, the County has levied room occupancy and prepared food and beverage taxes as allowed by law, and

WHEREAS, the County and the City entered into an agreement entitled "Revised Interlocal Agreement Between Wake County and the City of Raleigh Regarding use of Countywide Room Occupancy and Prepared Food and Beverage Taxes" dated September 5, 1995, ("Revised Agreement") setting out the projects to receive funding from these taxes; and,

WHEREAS, the County and the City have amended the Revised Interlocal Agreement from time to time; and,

WHEREAS, the County and City desire to enter into more specific agreements regarding a new Convention Center project authorized by the an interlocal agreement between the Parties entered into on July 21, 2003, entitled "Interlocal Agreement between the City of Raleigh and Wake County Regarding Authorizing Certain Actions to Facilitate Construction of a New Convention Center."

NOW THEREFORE in consideration of the mutual covenants and promises contained herein, the County and the City agree to this Eighth Amendment to the Revised Interlocal Agreement Between Wake County and the City of Raleigh Regarding use of Countywide Room Occupancy and Prepared Food and Beverage Taxes as follows:

1. Paragraph 4 is amended to add a new subparagraph K to read as follows:

K. A new Raleigh Convention Center and related hotel (RCC Project) to be built in downtown Raleigh on a site adjacent to the existing Civic and Convention Center and designated as site B in the Final Report of the Convention Center Steering Committee presented to a joint meeting of the Wake County Board of Commissioners and the Raleigh City Council held on June 4, 2003;

2. The Fifth Amendment to the Revised Interlocal Agreement Between Wake County and the City of Raleigh Regarding use of Countywide Room Occupancy and Prepared Food and Beverage Taxes dated July 20, 2000, is amended to provide that the new paragraph created by paragraph 3 of the Fifth Amendment is renumbered from 11.2 to 11.4, and the new paragraph created by paragraph 4 of the Fifth Amendment is renumbered from 11.3 to 11.5.

3. A new paragraph 11.6 is added to read as follows:

11.6. It is anticipated that the RCC Project will be constructed by Spring of 2007. Disbursement of funds retained in the RCC Project Reserve Fund shall be according to the following:

A. The RCC Project shall be funded by dedication of eighty five percent (85%) of all not previously committed undesignated Interlocal Agreement proceeds for the project as of January 20, 2004. Column "C" of Attachment A illustrates the projected available revenues generated by eighty five percent (85%) of not previously committed undesignated proceeds projected as of December 11, 2003. Attachment A illustrates a funding plan for providing land acquisition, design, construction, expenses related to relocating and closing portions of the existing civic center, upfitting, marketing, capital reserves, debt financing, future expansion and an operating subsidy. To the extent available, the amounts projected on column "C" of Attachment A shall be placed in the RCC Project Reserve Fund to be distributed monthly to the City according to the terms of this Amendment. The amounts distributed to the City may vary from those shown on column "C" of Attachment A, but in all cases shall equal to eighty five percent (85%) of all not previously committed undesignated Interlocal Agreement proceeds.

B. The RCC Project shall contain a convention center constructed substantially in accordance with the description of the facility contained in the report prepared by HVS International and presented to the Wake County Board of Commissioners and Raleigh City Council on June 4, 2003. It shall also provide for the construction of a hotel, which shall be constructed substantially in accordance with the Memorandum of

Understanding entered into between the City and Stormont Noble Development, LLC on January 20, 2004. The RCC Project cost shall not exceed two hundred million dollars (\$200,000,000.00) including a payment of up to twenty million dollars (\$20,000,000.00) for construction of public use spaces in such a hotel, unless the City and County agree otherwise by amending this Agreement.

- C. The convention center (not including the hotel) shall be constructed, owned and operated by the City. The County retains the right jointly with the City to approve the construction plans for the convention center through the schematic design phase of development. No contract for construction of the convention center shall be executed until the Parties have approved the schematic design of the convention center. The City shall construct the convention center in substantial compliance with the plans and specifications approved by the City and County in the schematic design phase.
- D. No contract for construction of the convention center hotel which commits any funds pursuant to this Amendment shall be executed by the City until the parties have approved the schematic design of the convention center.
- E. Funds for the RCC Project may be disbursed as follows:
 - (i) After execution of this Amendment but prior to approval of the schematic design, funds may be expended, and financing may be obtained to fund the following items: financing expenses; land acquisition and related expenses; site investigation and preparation, including but not limited to subsurface investigation, environmental studies, and environmental remediation; demolition of existing structures on the site and related site work; and, professional fees such as design, engineering, legal and consulting.
 - (ii) Prior to the execution of this Amendment, the Parties, pursuant to the Interlocal Agreement between the City of Raleigh and Wake County Regarding Authorizing Certain Actions to Facilitate Construction of a New Convention Center incurred certain expenses for the RCC Project. Included in the expenditures authorized under subparagraph E.(i) is reimbursement to either the City or County for funds spent for the project of the type authorized in subparagraph E.(i) prior to the execution of this Amendment.
 - (iii) After approval of the schematic design and execution by the City

of a contract or contracts for construction of the RCC Project, the City may use the funds paid hereunder for all expenses reasonably required for the RCC Project as provided by this Amendment.

(iv) The City shall establish a separate fund into which funds received pursuant to this Amendment shall be placed. All interest earnings on said funds shall be reserved for inclusion in the calculation of the amounts available as project fund balance. The City may use funds in this fund for:

(a) Debt service for financing incurred to construct the RCC Project, including applicable financing costs and capitalized interest;

(b) Partial offset of operating expenses of the convention center, including but not limited to, marketing expenses and establishment of capital reserves;

(d) The City may utilize or accrue for use in later fiscal years the actual dollar amount shown on column "N" of Attachment A for expenses authorized by subsection E.(iv)(b). The City may also utilize up to one million dollars (\$1,000,000.00) additional per year for those purposes, said funds to be taken from the project fund balance shown as column "Q" on Attachment A. In the event the City elects to utilize any fund balance funds for purposes authorized by subsection E.(iv)(b), in the fiscal year following such utilization, for each one dollar utilized by the City there shall be distributed to the County an additional two dollars to be used by the County according to the provisions of paragraph 11.2 authorized by the Second Amendment to this Agreement, dated May 1, 1997. Such distributions, if any, shall come from the fifteen percent (15%) of undesignated proceeds not appropriated pursuant to this Amendment.

(v) The City shall make available to the County such records as are reasonably required by the County to verify expenditures authorized pursuant to this Amendment.

- F. If, for any reason, the project is not completed the City shall, at the City's election, either convey to the County a one half undivided interest in all real property purchased with funds expended pursuant to this Amendment, either directly or as a reimbursement pursuant to 11.6. E.(ii) above or pay to the County 50% of the value of said real estate appraised at the time of the transfer.
- G. In the event the City receives any payments for providing public investment in hotel spaces (not including any parking revenues) from the hotel built in conjunction with the convention center, those revenues shall be allocated to the Annual Revenues, column "L" of Attachment A.
- H. In the event the City receives any net naming rights revenues from the convention center, said revenues shall be allocated to Annual Revenues, column "L" of Attachment A. Net naming rights revenues shall mean all revenues received in excess of any expenses incurred by the City in the nature of concessions to the naming rights purchaser or additional improvements added to the Project and not included in the approved schematic design for which naming rights are granted.
- I. The Parties are aware that legislation may be pending in the North Carolina General Assembly which may provide funds for the payment or repayment of some of the expenses associated with the RCC Project. In the event that such funds become available during the term of this Agreement, the Party eligible to receive such funds will make all reasonable efforts to obtain those funds. Any such funds received shall be allocated to Annual Revenues, column "L" of Attachment A.
- J. Any future expansion of the RCC Project using funds generated from the taxes which are the subject of this Agreement shall require the approval of both the County and City.

4. Paragraph 18, as amended by the Second Amendment, is deleted in its entirety and substituted therefore is the following:

- 18. This Agreement shall remain in effect until all debt service for any project authorized hereunder is retired and satisfied, at which time the City and County shall renegotiate the allocation of monies collected to that date and future expected revenues, if any.

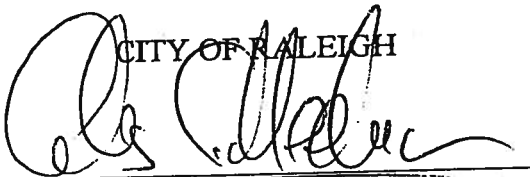
5. A new paragraph 18.1 shall be added to read as follows:

- 18.1 The County Manager and the City Manager shall, on or before each five year


anniversary of this Amendment, review the actual amounts which have been generated and which are projected to be generated by eighty five percent (85%) of not previously committed undesignated proceeds projected by Attachment A. The Parties acknowledge that the intent of Attachment A is to illustrate a financing plan for the RCC Project which, in addition to providing for debt service, provides 1) a fixed, set dollar amount of funds available to subsidize a portion of the operating costs of the Convention Center (column "N" of Attachment A), and 2) an estimated projected fund balance sufficient to reserve one year of anticipated debt service. The purpose of the five year reviews of this Amendment is to examine whether the actual amounts retained in the fund balance are sufficient or excessive to accomplish this purpose. The County Manager and City Manager, upon such reviews shall make recommendations to the City and County regarding any changes which may be necessary to effectuate this intent. The Parties agree that they will, in good faith, negotiate future changes to this Agreement that may be necessary to effectuate the intent expressed in this paragraph.

6. All other terms of the September 5, 1995, Revised Interlocal Agreement, as amended from time to time, shall remain in the same force and effect.

IN WITNESS WHEREOF, this Amendment is executed the day and year first above written pursuant to resolutions adopted by the governing boards of the County and the City.

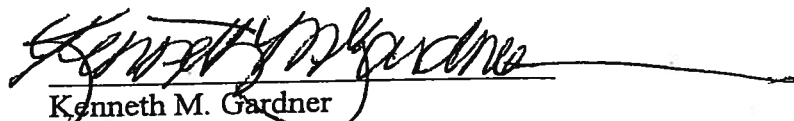
CITY OF RALEIGH

Charles C. Meeker
Mayor

Attest: 
Clerk


Approved as to Form

City Attorney



COUNTY OF WAKE


Kenneth M. Gardner
Chairman

Attest: 
Clerk

Approved as to Form

County Attorney



**City of Raleigh, North Carolina
Convention Center Project
Recommended Financing Plan
December 11, 2003**

Fiscal Year	Uncommitted Funds	Uncommitted Funds	Uncommitted Funds	Uncommitted Funds	Funds NOT put into the Center	Principal	Coupon	Interest	LOC	Total Principal & Interest	Capitalized Interest	Net Debt Service	Annual Revenues	Annual Surplus/Deficit	Other Expenses to be Paid	Debt Service in 2017	Interest Income	Cumulative Fund Balance (3% for 3Yrs, 5% thereafter)
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L	Column M	Column N	Column O	Column P	Column Q	Column R	Column S
6/30/03	\$4,847,100	\$4,120,035	\$817,671	\$1,159,380	\$7,000,000.00	\$11,239,742.50	\$130,284.29	\$11,370,026.79	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$4,120,035.00	\$6,569,817.76	\$2,180,724	\$3,109,192	\$1,527,405.50	\$1,527,405.50	\$4,120,035.00
6/30/04	\$7,729,197	\$6,569,818	\$1,159,380	\$1,159,380	\$7,345,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$6,569,817.76	\$7,175,961.30	\$2,246,146	\$3,397,498	\$1,572,538.07	\$1,572,538.07	\$10,813,453.81
6/30/05	\$8,442,307	\$7,175,961	\$1,266,346	\$1,378,239	\$7,710,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$7,175,961.30	\$7,810,022.35	\$2,180,724	\$3,712,537	\$1,572,538.07	\$1,572,538.07	\$18,313,818.72
6/30/06	\$9,188,262	\$7,810,022	\$1,378,239	\$1,495,289	\$8,100,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$7,810,022.35	\$8,473,304.45	\$2,246,146	\$4,049,935	\$1,572,538.07	\$1,572,538.07	\$24,858,807.52
6/30/07	\$9,968,593	\$8,473,304	\$1,495,289	\$1,617,316	\$8,510,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$8,473,304.45	\$9,164,791.16	\$2,246,146	\$4,318,633	\$1,572,538.07	\$1,572,538.07	\$32,328,906.13
6/30/08	\$10,782,107	\$9,164,791	\$1,617,316	\$1,744,306	\$8,945,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$9,164,791.16	\$9,884,399.28	\$2,246,146	\$4,591,922	\$1,572,538.07	\$1,572,538.07	\$35,108,962.79
6/30/09	\$11,628,705	\$9,884,399	\$1,744,306	\$1,877,714	\$9,400,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$9,884,399.28	\$10,640,379.14	\$2,246,146	\$4,865,937	\$1,572,538.07	\$1,572,538.07	\$38,990,575.28
6/30/10	\$12,518,093	\$10,640,379	\$1,877,714	\$2,016,735	\$9,885,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$10,640,379.14	\$11,428,167.52	\$2,246,146	\$5,141,072	\$1,572,538.07	\$1,572,538.07	\$41,450,760.16
6/30/11	\$13,444,903	\$11,428,168	\$2,016,735	\$2,162,376	\$10,405,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,428,167.52	\$12,253,464.75	\$2,246,146	\$5,416,633	\$1,572,538.07	\$1,572,538.07	\$43,949,191.77
6/30/12	\$14,415,841	\$12,253,465	\$2,162,376	\$2,314,457	\$11,000,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$12,253,464.75	\$13,115,254.41	\$2,246,146	\$5,691,922	\$1,572,538.07	\$1,572,538.07	\$46,499,191.77
6/30/13	\$15,429,711	\$13,115,254	\$2,314,457	\$2,473,112	\$11,600,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$13,115,254.41	\$14,014,303.29	\$2,246,146	\$5,967,477	\$1,572,538.07	\$1,572,538.07	\$49,076,668.88
6/30/14	\$16,487,416	\$14,014,303	\$2,473,112	\$2,639,444	\$12,200,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$14,014,303.29	\$14,956,848.48	\$2,246,146	\$6,243,351	\$1,572,538.07	\$1,572,538.07	\$51,661,445.31
6/30/15	\$17,596,292	\$14,956,848	\$2,639,444	\$2,812,767	\$12,800,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$14,956,848.48	\$15,956,848.48	\$2,246,146	\$6,518,633	\$1,572,538.07	\$1,572,538.07	\$54,250,000.00
6/30/16	\$18,751,777	\$15,939,010	\$2,812,767	\$3,003,834	\$13,400,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$15,956,848.48	\$16,956,848.48	\$2,246,146	\$6,791,922	\$1,572,538.07	\$1,572,538.07	\$56,841,922.00
6/30/17	\$20,058,894	\$17,305,060	\$3,003,834	\$3,208,000	\$14,000,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$16,956,848.48	\$18,000,000.00	\$2,246,146	\$7,067,477	\$1,572,538.07	\$1,572,538.07	\$59,429,399.00
6/30/18	\$22,214,425	\$18,882,261	\$3,332,164	\$3,426,615	\$14,600,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$18,000,000.00	\$19,150,000.00	\$2,246,146	\$7,344,477	\$1,572,538.07	\$1,572,538.07	\$62,003,876.00
6/30/19	\$23,539,265	\$20,008,375	\$3,530,890	\$3,665,505	\$15,200,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$19,150,000.00	\$20,300,000.00	\$2,246,146	\$7,621,922	\$1,572,538.07	\$1,572,538.07	\$64,575,798.00
6/30/20	\$29,263,364	\$24,873,860	\$4,389,505	\$4,930,000	\$15,800,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$20,300,000.00	\$22,500,000.00	\$2,246,146	\$7,900,000	\$1,572,538.07	\$1,572,538.07	\$67,147,798.00
6/30/21	\$31,577,431	\$26,840,816	\$4,736,615	\$5,179,000	\$16,400,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$22,500,000.00	\$24,750,000.00	\$2,246,146	\$8,179,000	\$1,572,538.07	\$1,572,538.07	\$69,726,798.00
6/30/22	\$33,089,801	\$28,126,331	\$4,963,470	\$5,426,617	\$17,000,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$24,750,000.00	\$27,000,000.00	\$2,246,146	\$8,458,000	\$1,572,538.07	\$1,572,538.07	\$72,304,798.00
6/30/23	\$34,671,183	\$29,470,505	\$5,200,677	\$5,684,642	\$17,600,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$27,000,000.00	\$29,250,000.00	\$2,246,146	\$8,737,000	\$1,572,538.07	\$1,572,538.07	\$74,881,798.00
6/30/24	\$36,324,281	\$30,875,639	\$5,448,642	\$5,957,388	\$18,200,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$29,250,000.00	\$31,500,000.00	\$2,246,146	\$9,016,000	\$1,572,538.07	\$1,572,538.07	\$77,454,798.00
6/30/25	\$38,053,336	\$32,345,336	\$5,708,000	\$6,236,211	\$18,800,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$31,500,000.00	\$33,750,000.00	\$2,246,146	\$9,295,000	\$1,572,538.07	\$1,572,538.07	\$80,021,798.00
6/30/26	\$39,862,588	\$33,883,200	\$5,979,388	\$6,526,000	\$19,400,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$33,750,000.00	\$36,000,000.00	\$2,246,146	\$9,574,000	\$1,572,538.07	\$1,572,538.07	\$82,595,798.00
6/30/27	\$41,754,742	\$35,489,531	\$6,265,211	\$6,816,000	\$20,000,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$36,000,000.00	\$38,250,000.00	\$2,246,146	\$9,853,000	\$1,572,538.07	\$1,572,538.07	\$85,169,798.00
6/30/28	\$43,734,942	\$37,174,701	\$6,560,241	\$7,109,816	\$20,600,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$38,250,000.00	\$40,500,000.00	\$2,246,146	\$10,132,000	\$1,572,538.07	\$1,572,538.07	\$87,744,798.00
6/30/29	\$45,805,893	\$38,935,059	\$6,870,834	\$7,404,000	\$21,200,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$40,500,000.00	\$42,750,000.00	\$2,246,146	\$10,406,000	\$1,572,538.07	\$1,572,538.07	\$90,319,798.00
6/30/30	\$47,972,106	\$40,776,290	\$7,195,816	\$7,703,000	\$21,800,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$42,750,000.00	\$45,000,000.00	\$2,246,146	\$10,680,000	\$1,572,538.07	\$1,572,538.07	\$92,894,798.00
6/30/31	\$50,239,354	\$42,703,451	\$7,535,903	\$7,995,000	\$22,400,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$45,000,000.00	\$47,250,000.00	\$2,246,146	\$10,954,000	\$1,572,538.07	\$1,572,538.07	\$95,469,798.00
6/30/32	\$52,611,516	\$44,719,789	\$7,891,727	\$8,290,000	\$23,000,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$47,250,000.00	\$49,500,000.00	\$2,246,146	\$11,228,000	\$1,572,538.07	\$1,572,538.07	\$98,044,798.00
6/30/33	\$55,093,464	\$46,829,444	\$8,264,020	\$8,591,000	\$23,600,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$49,500,000.00	\$51,750,000.00	\$2,246,146	\$11,502,000	\$1,572,538.07	\$1,572,538.07	\$100,619,798.00
6/30/34	\$57,690,610	\$49,037,018	\$8,653,591	\$8,894,000	\$24,200,000.00	\$11,239,742.50	\$135,555.90	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$11,375,298.40	\$51,750,000.00	\$54,000,000.00	\$2,246,146	\$11,776,000	\$1,572,538.07	\$1,572,538.07	\$103,194,798.00
	\$875,087,500	\$743,824,375	\$131,263,125	\$152,653,591	\$234,550,000.00	\$243,664,986.00	\$482,078,190.40	\$39,808,272.79	\$442,269,917.61	\$743,824,374.67	\$18,527,988.04	\$98,609,853.84	\$127,209,984.65	\$52,695,991.62	\$10,345,972.20	\$128,430,610.19	\$128,430,610.19	\$128,430,610.19

Bold figures above denote actual figures

MIN Fund Balance: \$18,560,564.94
MIN Fund Balance (6/16/03 Model): \$18,494,434.65

Assumptions:
85% of Uncommitted Funds
20% of Transaction as Variable Rate Bullet
30 - Year Amortization
Par Amount: \$234,550,000.00
Gross Construction Fund: \$199,323,669.01
\$2,180,724.49 in Operating Expenses, Marketing Expenses and Capital Reserve Costs beginning in Fiscal 2006

Variable Rate Assumptions:
Par Amount: \$44,500,000
Assumed Rate: 3.08% (10-year BMA Average)
Remarketing/Liquidity: 30 bps
Maturity: 2031-34

Expansion Assumptions
Par Amount: \$121,000,000
Assumed Rate: 6.0% on Fixed / 3.08% on Variable
Structure: 30-year maturity (same as above)
Note: if issued in 2017, debt would extend through 2047 (above table ends 2034)