

TORRANCE COUNTY, NEW MEXICO  
RESOLUTION NO. 2007-6

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND AMONG TORRANCE COUNTY (THE "COUNTY") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE COUNTY TO PAY A PRINCIPAL AMOUNT OF \$581,630 TOGETHER WITH INTEREST AND ADMINISTRATIVE FEES THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF (1) CONSTRUCTING A FIRE STATION FOR THE NORTHEAST TORRANCE DISTRICT NO. 5 FIRE DEPARTMENT LOCATED IN THE COUNTY, (2) FUNDING OF A LOAN AGREEMENT RESERVE ACCOUNT, AND (3) REFUNDING THE COUNTY'S LOAN AGREEMENT WITH THE NEW MEXICO FINANCE AUTHORITY DATED SEPTEMBER 23, 2005; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, ADMINISTRATIVE FEES, AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE ANNUAL DISTRIBUTIONS OF FIRE PROTECTION FUND REVENUES RECEIVED BY THE COUNTY FOR THE NORTHEAST TORRANCE DISTRICT NO. 5 FIRE DEPARTMENT FROM THE STATE TREASURER PURSUANT TO SECTION 59A-53-7 NMSA 1978, AND THE MONTHLY DISTRIBUTIONS OF COUNTY FIRE PROTECTION EXCISE TAX REVENUES RECEIVED BY THE COUNTY FROM THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT PURSUANT TO 7-20E-15 NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF FIRE PROTECTION FUND REVENUES FROM THE STATE TREASURER AND COUNTY FIRE PROTECTION TAX REVENUES FROM THE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL, ADMINISTRATIVE FEES, AND INTEREST DUE ON THE LOAN AGREEMENT; APPROVING THE FORMS OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT AND DETERMINING THE EXACT TERMS OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing County under the general laws of the State of New Mexico; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the construction of

the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation; and

WHEREAS, the Project will consist of two components designated as the Refunding Project and the Improvement Project; and

WHEREAS, the Governing Body has determined to pay all principal of, interest on, and applicable Administrative Fees due in connection with the 2005 NMFA Loan Agreement on the Closing Date from proceeds of the Loan Agreement herein authorized and from other legally available sources; and

WHEREAS, the Governmental Unit will enter into the Loan Agreement only after receipt of the required approval of the Refunding Project by the Department of Finance and Administration of the State of New Mexico; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk this Resolution and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the NMFA (or its assigns) for the payment of the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF TORRANCE COUNTY, NEW MEXICO:

Section 1. Definitions. As used in the Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, including Sections 4-62-1 through 4-62-10, Section 59A-53-7 and Section 7-20E-15, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including the Resolution.

"Administrative Fee" or "Administrative Fee Component" means the 0.25% fee payable to the NMFA for costs of administering the Loan which shall be charged as a portion of each semi-annual Loan Agreement Payment, as 0.125% of the Loan Agreement Balance at the time each Loan Agreement Payment is due.

"Aggregate Annual Debt Service Requirement" means the total principal, interest and Administrative Fee payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means in the case of the Governmental Unit, the Chairman of the Governing Body and Manager, Treasurer and Clerk of the Governmental Unit, and in the case of the NMFA, the Chairman, Vice-Chairman, Secretary and Chief Executive Officer.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the NMFA and specifically related to the Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Completion Date" means the date of final payment of the cost of the Project.

"Debt Service Account" means the debt service account established and maintained by the NMFA in connection with the Loan Agreement.

"Expense Fund" means the Expense Fund created pursuant to the Indenture, to be held and administered by the Trustee to pay costs of issuance of the Loan Agreement and the Bonds, if any, and the periodic and regular fees and expenses incurred by the NMFA and the Trustee in administering the Loan Agreement, including legal fees.

"Fiscal Year" means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period, which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the Board of County Commissioners of the Governmental Unit, or any future successor governing body of the Governmental Unit.

"Governmental Unit" means Torrance County, New Mexico.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to the entire Resolution and not solely to the particular section or paragraph of the Resolution in which such word is used.

"Improvement Project" means the portion of the Loan used for acquisition, construction and improvement of certain capital projects of the Governmental Unit as provided in the Loan Agreement.

"Indenture" means the General Indenture of Trust dated as of June 1, 1995, as amended and supplemented, by and between the NMFA and the Trustee, or the Subordinated General Indenture of Trust dated as of March 1, 2005, as supplemented, by and between the NMFA and the Trustee, as determined by the NMFA pursuant to a Pledge Notification or Supplemental Indenture.

"Intercept Agreement" means the Intercept Agreement between the Governmental Unit and the NMFA providing for the direct payment of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement.

"Loan" means the lending of moneys by the NMFA to the Governmental Unit in the Loan Agreement Principal Amount pursuant to the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated the Closing Date between the NMFA and the Governmental Unit that provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the NMFA and/or the Trustee.

"Loan Agreement Payment" means all payments due under the Loan Agreement including principal, interest and expenses.

"Loan Agreement Principal Amount" means the original principal amount of the Loan Agreement as shown on the Term Sheet attached as Exhibit "A" to the Loan Agreement.

"Loan Agreement Reserve Account" means the loan agreement reserve account established in the name of the Governmental Unit funded by the Governmental Unit, and administered by the Trustee pursuant to the Indenture.

"Loan Agreement Reserve Requirement" means with respect to the Loan, an amount not to exceed the least of (i) ten percent (10%) of the Loan Agreement Principal Amount, (ii) 125% of the average Aggregate Annual Debt Service Requirement under the Loan Agreement, or (iii) the maximum Aggregate Annual Debt Service Requirement under the Loan Agreement.

"NMFA" means the New Mexico Finance Authority.

"NMSA" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

"Parity Obligations" mean the Loan Agreement, the Parity Obligations listed in Exhibit "A" of the Loan Agreement, and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement.

"Pledged County Fire Excise Tax Revenues" mean the distributions the Governmental Unit receives monthly from the New Mexico Taxation and Revenue Department pursuant to Sections 7-20E-15 and 7-1-6.15, NMSA 1978.

"Pledged Fire Protection Fund Revenues" means the distribution of fire protection fund revenues to the Governmental Unit for the benefit of the Northeast Torrance District No. 5 Fire Department, which is utilizing the Project and benefitting from the Loan Agreement, which distribution is made annually by the State Treasurer pursuant to Section 59A-53-7 NMSA 1978, in the amount certified by the State Fire Marshal or the State Fire Board.

"Pledged Revenues" means, collectively, the Pledged County Fire Excise Tax Revenues and the Pledged Fire Protection Fund Revenues.

"Program Account" means the account in the name of the Governmental Unit established under the Indenture and held by the Trustee for deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

"Project" means the Improvement Project and Refunding Project described in Exhibit "A" to the Loan Agreement.

"Refunding Project" means the refunding, refinancing, discharging and paying the 2005 NMFA Loan Agreement, including but not necessarily limited to the payment of administrative and incidental costs pertaining to the Loan Agreement and to the payment and discharge of the 2005 NMFA Loan Agreement.

"Resolution" means this Resolution as supplemented from time to time.

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF TORRANCE )

The County Commission (the "Governing Body") of Torrance County, New Mexico, met in regular session in full conformity with the law and the rules and regulations of the Governing Body at the Torrance County Courthouse, 205 9<sup>th</sup> Street, Estancia, New Mexico, being the meeting place of the Governing Body for the meeting held on the 31<sup>st</sup> day of January, 2007, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

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Absent:

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Also Present:

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Thereupon, there was officially filed with the County Clerk a copy of a proposed resolution in final form.

"2005 NMFA Loan Agreement" means the Loan Agreement by and between the Governmental Unit and the NMFA dated September 23, 2005 in the principal amount of \$544,537.

"State" means the State of New Mexico.

"Trustee" means Bank of Albuquerque, N.A., Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the NMFA.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of the Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition, construction and completion of the Project and the execution and delivery of the Loan Agreement and Intercept Agreement, be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and Intercept Agreement. The acquisition, construction and completion of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

- A. The Project is needed to meet the needs of the Governmental Unit and its residents.
- B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring, constructing and completing the Project.
- C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.
- D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.
- E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, morals and welfare of the residents of the Governmental Unit.
- F. The Governmental Unit will acquire, construct and complete the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in Exhibit "A" to the Loan Agreement, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues that it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed 12.0% per annum, which is the maximum rate permitted by State law.

I. The Loan Agreement will not be executed and delivered by the Governmental Unit until the State Fire Marshal has approved the use of the Pledged Fire Protection Fund Revenues by the Governmental Unit in connection with the acquisition, construction and completion of the Project.

J. The Governmental Unit will not complete the Refunding Project until obtaining the required approval from the State Department of Finance and Administration.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring, constructing and completing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$581,630, and the execution and delivery of the Loan Agreement and Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to finance the acquisition, construction and completion of the Project, fund the Loan Agreement Reserve Account and to pay the costs of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in the original aggregate principal amount of \$581,630, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, commencing on November 1, 2007, at the rates designated in Exhibit "B" to the Loan Agreement, which rates include the Administrative Fee.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and Intercept Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and Intercept Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the



seal of the Governmental Unit on the Loan Agreement and Intercept Agreement and attest the same. The execution of the Loan Agreement and Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of the Project.

A. Program Account. The Governmental Unit hereby consents to creation of the Debt Service Account by the NMFA and the Program Account, Loan Agreement Reserve Account, and the Expense Fund by the Trustee pursuant to the Indenture, in connection with the Loan. The Governmental Unit hereby approves of the deposit of the proceeds of the Loan Agreement in the Program Account, Debt Service Account, and Loan Agreement Reserve Account.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Debt Service Account, Loan Agreement Reserve Account, and the Program Account, as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of constructing the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire, construct and complete the Project with all due diligence.

B. Completion of the Project. Upon the Completion Date, the Governmental Unit shall execute a certificate stating that acquisition and construction of and payment for the Project has been completed. As soon as practicable, and, in any event, not more than 60 days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Debt Service Account, as provided in the Loan Agreement.

C. NMFA and Trustee Not Responsible. The NMFA and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, the Pledged Revenues shall be redirected to the NMFA in an amount sufficient to pay principal, Administrative Fees, interest and other amounts due under the Loan Agreement. The Governmental Unit shall pay Pledged Revenues in an amount sufficient to pay Loan Agreement Payments, including an amount sufficient to cure any deficiencies in the Debt Service Account, to the NMFA or its assignee to be deposited in the Debt Service Account

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amounts in the Debt Service Account and Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal, Administrative Fee, and interest, on, and any other amounts due under, the Loan Agreement in which case moneys in such accounts in an amount at least equal to such principal, Administrative Fee, and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, Administrative Fee, interest, and any other amounts due under the Loan Agreement. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive

first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement, and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as they may determine).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to the NMFA, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan Agreement and the Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Chairman of the Governing Body and County Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

(Form of Summary of Resolution for Publication)

Torrance County, New Mexico  
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in County Resolution No. \_\_\_\_\_ duly adopted and approved by the Governing Body of Torrance County, New Mexico, on January 31, 2007. Complete copies of the Resolution are available for public inspection during the normal and regular business hours of the County Clerk, 205 9<sup>th</sup> Street, Estancia, New Mexico.

The title of the Resolution is:

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND AMONG TORRANCE COUNTY (THE "COUNTY") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE COUNTY TO PAY A PRINCIPAL AMOUNT OF \$581,630 TOGETHER WITH INTEREST AND ADMINISTRATIVE FEES THEREON, FOR THE PURPOSE OF DEFRAYING THE COST OF (1) CONSTRUCTING A FIRE STATION FOR THE NORTHEAST TORRANCE DISTRICT NO. 5 FIRE DEPARTMENT LOCATED IN THE COUNTY, (2) FUNDING OF A LOAN AGREEMENT RESERVE ACCOUNT, AND (3) REFUNDING THE COUNTY'S LOAN AGREEMENT WITH THE NEW MEXICO FINANCE AUTHORITY DATED SEPTEMBER 23, 2005; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, ADMINISTRATIVE FEES, AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE ANNUAL DISTRIBUTIONS OF FIRE PROTECTION FUND REVENUES RECEIVED BY THE COUNTY FOR THE NORTHEAST TORRANCE DISTRICT NO. 5 FIRE DEPARTMENT FROM THE STATE TREASURER PURSUANT TO SECTION 59A-53-7 NMSA 1978, AND THE MONTHLY DISTRIBUTIONS OF COUNTY FIRE PROTECTION EXCISE TAX REVENUES RECEIVED BY THE COUNTY FROM THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT PURSUANT TO 7-20E-15 NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF FIRE PROTECTION FUND REVENUES FROM THE STATE TREASURER AND COUNTY FIRE PROTECTION TAX REVENUES FROM THE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL, ADMINISTRATIVE FEES, AND INTEREST DUE ON THE LOAN AGREEMENT; APPROVING THE FORMS OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT AND DETERMINING THE EXACT TERMS OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN;

REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND  
AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE  
EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT  
AGREEMENT.

The title sets forth a general summary of the subject matter contained in the  
Resolution. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 31<sup>st</sup> DAY OF JANUARY, 2007.

BOARD OF COUNTY COMMISSIONERS  
TORRANCE COUNTY, NEW MEXICO



By *[Signature]*  
Chairman

ATTEST:

By *[Signature]*  
Dep. County Clerk

Commissioner \_\_\_\_\_ then moved adoption of the foregoing Resolution, duly seconded by Commissioner \_\_\_\_\_.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Those Voting Nay:

\_\_\_\_\_

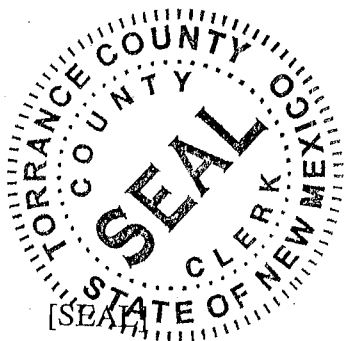
Those Absent:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (\_\_\_) members of the Governing Body having voted in favor of said motion, the Chairman declared said motion carried and said Resolution adopted, whereupon the Chairman and the County Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

BOARD OF COUNTY COMMISSIONERS  
TORRANCE COUNTY, NEW MEXICO



By *[Signature]*  
Chairman

ATTEST:

By *[Signature]*  
Dep. County Clerk

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