



ARTICLES OF AMENDMENT (General Business)

2013 JUN -7 PM 4:11

SECRETARY OF STATE
STATE OF IDAHO

To the Secretary of State of the State of Idaho
Pursuant to Title 30, Chapter 1, Idaho Code, the undersigned
corporation amends its articles of incorporation as follows:

1. The name of the corporation is:

White Pine GP, Inc.

If the corporation has been administratively dissolved and the corporate name is no longer
available for use, the amendment(s) below must include a change of corporate name.

2. The text of each amendment is as follows:

Article 2. The number of shares the corporation is authorized to issue: one-hundred (100).

3. The date of adoption of the amendment(s) was: _____

4. Manner of adoption (check one):

- ☐ The amendment consists exclusively of matters which do not require shareholder action pursuant to section 30-1-1002, 30-1-1005 and 30-1-1006, Idaho Code, and was, therefore, adopted by the board of directors.
- ☐ None of the corporation's shares have been issued and was, therefore, adopted by the
☐ incorporator ☐ board of directors.
- ☒ Approval by the shareholders is required and the shareholders duly approved the amendment(s) as required by either Title 30, Idaho Code or by the Articles of Incorporation.

Customer Acct #:

(if using pre-paid account)

Secretary of State use only

Dated: 6/6/2013

Signed: Taylor Hunt

Typed Name: Taylor Hunt

Capacity: President

Idaho Code of Amendment
at Business and Revised 11/2004

Web Form

IDAHO SECRETARY OF STATE
06/07/2013 05:00
CX: 44285 CT: 186586 BH: 1377244
1 @ 38.00 = 38.00 AMEND PROF # 2

C193691

CONSENT TO ACTION BY PRESIDENT WITHOUT MEETING

This written consent to action without meeting of the President of White Pine GP, Inc. (the "Corporation") is effective this 6th day of June, 2013.

RECITALS:

- A. The Corporation is organized and existing under the laws of the State of Idaho; and
- B. The sole shareholder of the Corporation is Syringa Housing Corp.; and
- C. The sole director of the Corporation is Taylor Hunt;
- D. In accordance with Idaho Code §§ 30-1-704 and 30-1-821, the following action is taken by the sole shareholder and the sole director of the Corporation in lieu of formally conducting a meeting; and
- E. The Corporation wishes to develop the 32 unit affordable housing project (including community areas) known as White Pine Apartments, Potlatch, Latah County, Idaho (the "Project") through a limited partnership in which the Corporation will serve as the general partner and USA White Pine Manor LLC, a Delaware limited liability company ("USA"), and The Richman Group Capital Corporation, a Delaware corporation ("Richman"), will invest as limited partners.

IT IS HEREBY RESOLVED THAT:

- 1. The sole director and incorporator, in the Minutes of Organization Meeting of Board of Directors of White Pine GP, Inc., authorized the issuance of 100 shares of stock of the Corporation to Syringa Housing Corp. Since the Articles of Incorporation only authorize the issuance of one (1) share, the issuance of one (1) share of stock of the Corporation to Syringa Housing Corp. is hereby ratified and confirmed.
- 2. The directors of the Corporation shall be: Taylor Hunt, Ryan Hackett and Dianne Hunt.
- 3. The officers of the Corporation shall be: President, Taylor Hunt; Vice-President and Treasurer, Ryan Hackett and Secretary, Dianne Hunt.
- 4. The actions of the director and officers, except for the over-issuance of ninety-nine shares to Syringa Housing Corp. at the Organizational Meeting of the Board of Directors, are hereby ratified and confirmed.
- 5. The Articles of Incorporation shall be amended to authorize the issuance of one-hundred (100) shares of corporate stock.
- 6. Once the Articles of Amendment are filed with the Idaho Secretary of State, ninety-seven (97) shares of the newly authorized one-hundred (100) shares of

stock of the Corporation shall be issued to Syringa Housing Corp.. The Corporation shall refund two dollars (\$2.00) to Syringa Housing Corp.

7. Once the Articles of Amendment are filed with the Idaho Secretary of State, one (1) share of the newly authorized one-hundred (100) shares of stock of the Corporation shall be issued to Desert Ridge Investments, Inc. for the payment to the Corporation of one dollar (\$1.00).
8. Once the Articles of Amendment are filed with the Idaho Secretary of State, one (1) share of the newly authorized one-hundred (100) shares of stock of the Corporation shall be issued to Syringa Properties, LLC, for the payment to the Corporation of one dollar (\$1.00).
9. The Corporation is hereby authorized to enter into and become a General Partner in WHITE PINE MANOR LIMITED PARTNERSHIP an Idaho limited partnership (the "Limited Partnership").
10. Taylor Hunt, as President, is hereby authorized to execute all documents on behalf of the Corporation, including, but not limited to, those documents that are necessary to the Corporation becoming a General Partner of the Limited Partnership and necessary to the Corporation carrying out its duties and obligations as General Partner in the Limited Partnership, including executing, on behalf of the Corporation as General Partner of the Limited Partnership, promissory notes, loan documents, and security agreements for loans to the Limited Partnership and requests for funds to lending and investor sources.
11. All actions heretofore taken by Taylor Hunt with respect to the Corporation entering into any and all documents, including, but not limited to, the Amended and Restated Limited Partnership Agreement and any amendments thereto and becoming a General Partner in the Limited Partnership and/or executing any KeyBank National Association or USDA loan documents and/or Request for Payment to lenders and/or investors as General Partner of the Limited Partnership, are hereby ratified and affirmed.
12. The Corporation hereby authorizes the Limited Partnership to enter into the Loan from KeyBank National Association ("KeyBank") in the amount of \$2,400,000.00 (the "Loan") and the Corporation is authorized to execute all loan documents related to the Loan on behalf of itself and as the General Partner of the Limited Partnership including, without limitation, a Promissory Note in the amount of \$2,400,000.00, a Deed of Trust securing the Loan, guaranties, indemnities and any other documents required by KeyBank. All actions of the Corporation previously taken related to the above are hereby ratified and affirmed.
13. The form, terms and provisions of the documents with respect to the admission of USA and Richman to the Limited Partnership are hereby in each and every respect approved, ratified and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the

Amended and Restated Agreement of Limited Partnership of the Limited Partnership, and such other documents as contemplated thereby (the "Partnership Documents") are hereby in each and every respect authorized, approved, ratified and confirmed.

14. The authorization of the Corporation to enter into the Partnership Documents and that execution and delivery in the name and on behalf of the Corporation, and under its organizational seal if required, in the form as so executed and delivered is hereby approved, ratified and confirmed.
15. The action by Taylor Hunt, or any person or persons designated and authorized so to act by the Corporation (the "Authorized Person"), to do and perform, or cause to be done and performed, in the name and on behalf of the Corporation, or the execution and delivery, or causing to be executed and delivered, such other security agreements, financing statements, notices, requests, demands, directions, consents, approvals, waivers, acceptances, appointments, applications, certificates, agreements, supplements, amendments, further assurances or other instruments or communications, under organizational seal of the Corporation if required, in the name and on behalf of the Corporation or otherwise, as they, or any of them, may deem to be necessary or advisable in order to carry into effect the intent of the foregoing resolutions or to comply with the requirements of the instruments approved or authorized by the foregoing resolutions is hereby approved, ratified and confirmed.
16. The execution and delivery by the Authorized Person of any of the aforesaid agreements, documents and instruments authorized in the foregoing resolutions and the taking by the Authorized Person of any acts in any way related to the transactions contemplated by the foregoing resolutions, and such other agreements, documents and instruments shall be conclusive evidence of his approval thereof and of his authority to execute and deliver such agreements, documents and instruments and to take and perform such acts in the name and on behalf of the Corporation.
17. The Limited Partnership and its successors and assigns are hereby authorized to rely upon these resolutions, and upon any certificate of the Authorized Person with respect thereto until receipt of actual written notice of the revocation thereof, and may conclusively presume that the persons designated as Officers of the Corporation in any certificates signed by the Authorized Person continue to hold office until actual receipt of a certificate from the Corporation to the contrary.
18. The Corporation be and it is hereby authorized, empowered, and directed to execute, deliver, file and publish a certificate of limited partnership in accordance with the Articles and the Revised Uniform Limited Partnership Act of the State of Idaho.
19. The furtherance of the Limited Partnership's acquisition, development and ownership of the Project, the Corporation hereby authorizes and approves the execution of the Idaho Housing and Finance Authority Land Use Restrictive

Covenants Agreement for Low-Income Housing Tax Credit Program (the "LURA").

20. The Authorized Person be and he hereby is authorized, empowered, and directed to execute and deliver, on behalf of the Corporation, and as a general partner of the Limited Partnership, the LURA and all other consents, certificates, agreements, instruments and other documents as the Idaho Housing and Finance Authority may require in connection with said LURA and the allocation of low-income housing tax credits from the Idaho Housing and Finance Authority to the Project.
21. The Authorized Person be and he hereby is authorized, empowered, and directed to furnish to the Idaho Housing and Finance Authority all due diligence materials requested by the same in connection with said EUA and allocation of low-income housing tax credits.
22. The Authorized Person be and hereby is authorized, empowered, and directed to take such further action on behalf of the Corporation as he deems necessary to effectuate the foregoing.

The foregoing actions are taken in lieu of a formal meeting of the members of the Corporation and this Consent and these Resolutions shall be filed with the records of the meetings of the Corporation.

For purposes of executing this Consent and these Resolutions, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes thereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as the original.

Further, and pursuant to this Consent and these Resolutions, Taylor Hunt, President, will execute all documents on behalf of the Partner and on behalf of the Limited Partnership.

Dated in the State of Idaho on this 6th day of June, 2013.

White Pine Manor Limited Partnership, an Idaho limited partnership

By: White Pine GP, Inc., an Idaho corporation, its General Partner

By: 
Taylor Hunt, President