

A RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF HILLSBOROUGH COUNTY, FLORIDA PROVIDING FOR THE ISSUANCE BY THE AUTHORITY OF ITS MULTIFAMILY HOUSING REVENUE NOTE, SERIES 2017 (BETHUNE RESIDENCES I AT WEST RIVER) IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$22,000,000 FOR THE PURPOSE OF MAKING A LOAN TO WEST RIVER PHASE 1A, LP TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A MULTIFAMILY RENTAL HOUSING DEVELOPMENT FOR MODERATE, MIDDLE AND LESSER INCOME RESIDENTS IN HILLSBOROUGH COUNTY, FLORIDA; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FUNDING LOAN AGREEMENT AND DESIGNATING THE INITIAL FISCAL AGENT THEREUNDER; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSTRUCTION PHASE PROJECT LOAN AGREEMENT, A PERMANENT PHASE PROJECT LOAN AGREEMENT, A REGULATORY AGREEMENT, A CONSTRUCTION LOAN AND MORTGAGE SERVICING AGREEMENT, A COMPLIANCE MONITORING AGREEMENT, A FINANCIAL MONITORING AGREEMENT, AND AN ENVIRONMENTAL INDEMNITY AGREEMENT; APPROVING THE FORMS OF A CONTINUING ABSOLUTE AND UNCONDITIONAL GUARANTY OF RECOURSE OBLIGATIONS, AN ABSOLUTE AND UNCONDITIONAL GUARANTY OF COMPLETION AND AN ABSOLUTE AND UNCONDITIONAL GUARANTY OF OPERATING DEFICITS; AUTHORIZING THE PRIVATE PLACEMENT OF THE GOVERNMENTAL NOTE WITH BANK OF AMERICA, N.A.; APPOINTING RBC CAPITAL MARKETS, LLC AS PLACEMENT AGENT IN CONNECTION WITH THE PRIVATE PLACEMENT OF THE GOVERNMENTAL NOTE; AND DELEGATING TO THE CHAIR OR VICE CHAIR THE AUTHORITY TO APPROVE THE TERMS OF SUCH PRIVATE PLACEMENT SUBJECT TO CERTAIN CRITERIA; DESIGNATING SELTZER MANAGEMENT GROUP, INC., AS THE ISSUER SERVICER AND COMPLIANCE MONITORING AGENT; APPROVING A COSTS OF ISSUANCE BUDGET; AUTHORIZING THE OFFICERS OF THE AUTHORITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH ISSUANCE OF THE GOVERNMENTAL NOTE; PROVIDING CERTAIN OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE HOUSING FINANCE AUTHORITY OF HILLSBOROUGH COUNTY, FLORIDA (THE "AUTHORITY"), THAT:

SECTION 1. Authority. This Resolution is adopted pursuant to the Constitution of the State of Florida, the Housing Finance Authority Law, Part IV of Chapter 159, Florida Statutes, Ordinance No. 85-33 enacted by the Board of County Commissioners of Hillsborough County,

Florida (the "Board"), as supplemented and amended (the "Ordinance"), and other applicable provisions of law (collectively, the "Act").

SECTION 2. Findings. The Authority has found and determined and does hereby declare that:

A. West River Phase 1A, LP (the "Borrower") has requested the Authority to issue its multifamily housing revenue note to finance a loan to the Borrower to finance the acquisition, construction and equipping of a multifamily residential rental development to be located in Hillsborough County, Florida (the "Development"), 40% of the units in which are to be occupied by persons or families whose income does not exceed sixty percent (60%) of the area median income.

B. The Authority, at the request of the Borrower, has determined to issue its Multifamily Housing Revenue Note, Series 2017 (Bethune Residences I at West River) (the "Governmental Note") in the aggregate principal amount not to exceed \$22,000,000, and to use the proceeds from the sale thereof to make a construction period mortgage loan to the Borrower (the "Construction Phase Loan") pursuant to a Construction Phase Project Loan Agreement among the Authority, the Bank of America, N.A., as Funding Lender (the "Funding Lender") and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"), substantially in the form attached hereto as **Exhibit "A"** (the "Construction Phase Project Loan Agreement"), and, following Conversion, a permanent phase mortgage loan to the Borrower (the "Permanent Phase Loan" and, together with the Construction Phase Loan, the "Project Loans") pursuant to the Permanent Phase Project Loan Agreement among the Authority, the Fiscal Agent and the Borrower, substantially in the form attached hereto as **Exhibit "B"** (the "Permanent Phase Project Loan Agreement") to be used to finance the acquisition, construction and equipping of the Development. The Construction Phase Loan will be evidenced by a Promissory Note (the "Construction Phase Project Note") from the Borrower to the Authority, a form of which is attached hereto as **Exhibit "C"**, as endorsed to the Fiscal Agent and which will be additionally secured by a Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Mortgage") the form of which will be approved by subsequent Resolution of the Authority.

C. The Governmental Note will be issued pursuant to a Funding Loan Agreement, substantially in the form attached hereto as **Exhibit "F"** (the "Funding Loan Agreement"), to be entered into among the Authority, U.S. Bank National Association, as fiscal agent (the "Fiscal Agent") and the Funding Lender.

D. To provide security for the payment of certain indemnification obligations and obligations for the payment of certain fees and expenses, for the completion of the Development, for the payment of certain operating deficits of the Development and for indemnity against environmental liability, the Borrower, Tampa Housing Authority Development Corp, as the managing member of the Borrower (the "Managing Member"), [**Add Guarantors**] (collectively, the "Guarantors") will execute and deliver an Absolute and Unconditional Guaranty of Completion in substantially the form attached hereto as **Exhibit "G,"**

(the "Guaranty of Completion"), an Absolute and Unconditional Guaranty of Operating Deficits in substantially the form attached hereto as **Exhibit "H"** (the "Operating Deficit Guaranty"), a Continuing, Absolute and Unconditional Guaranty of Recourse Obligations in substantially the form attached hereto as **Exhibit "I"** (the "Guaranty of Recourse Obligations" and, together with the Guaranty of Completion and the Operating Deficit Guaranty, the "Guaranties") and an Environmental Indemnity Agreement in substantially the form attached hereto as **Exhibit "J"** (the "Environmental Indemnity").

E. Within the County there is a shortage of housing available at prices or rentals which many persons and families can afford and a shortage of capital for investment in such housing. This shortage constitutes a threat to the health, safety, morals and welfare of the residents of the County, deprives the County of an adequate tax base, and causes the County to make excessive expenditures for crime prevention and control, public health, welfare and safety, fire and accident protection, and other public services and facilities.

F. The shortage of capital and housing cannot be relieved except through the encouragement of investment by private enterprise and the stimulation of construction of housing through the use of public financing.

G. The Development and the financing thereof will assist in alleviating the shortage of housing in the County and of capital for investment therein, will serve the purposes of the Act and the Development will constitute a "qualifying housing development" under the Act.

H. Adequate provision has been made in the documents attached hereto for the Loan by the Authority to the Borrower to finance the acquisition, construction and equipping of the Development, and for the operation, repair and maintenance of the Development at the expense of the Borrower and for the repayment by the Borrower of the Loan in installments sufficient to pay the principal of and the interest on the Governmental Note and all costs and expenses relating thereto.

I. The Authority is not obligated to pay the Governmental Note except from the proceeds derived from the repayment of the Loan and other payments received from the Borrower or from the other security pledged therefor pursuant to the Funding Loan Agreement. Neither the faith, revenues, credit nor taxing power of the State of Florida or any agency, subdivision or local government thereof, including the County, is pledged to the payment of the principal of, premium (if any), or interest on the Governmental Note. Neither the faith, revenues nor credit of the Authority is pledged to the payment of the principal of, premium (if any), or interest on the Governmental Note. The Authority has no taxing power.

J. The Funding Lender has indicated its willingness to purchase the Governmental Note through a negotiated private placement. A negotiated sale of the Governmental Note is necessary and in the best interests of the Authority for the following reasons: the Governmental Note will be a special limited obligation of the Authority payable

from amounts derived from the payments by the Borrower pursuant to the Funding Loan Agreement, the Governmental Note, the Construction Phase Project Note, the Construction Phase Project Loan Agreement, the Permanent Phase Project Loan Agreement, the Mortgage Servicing Agreement and certain other funds and collateral pledged therefor; the Borrower will be required to pay all costs of the Authority in connection with the issuance of the Governmental Note and the administration of the Development and to operate and maintain the Development at the Borrower's own expense; the costs of issuance of the Governmental Note, which must be borne directly or indirectly by the Borrower, would most likely be greater if the Governmental Note is sold at a public sale by competitive bids than if the Governmental Note is sold at a negotiated sale; in light of the unsettled Note market and the necessity of complying with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), it is essential that the Authority and the Borrower have maximum flexibility in structuring the Governmental Note, which flexibility would not be possible in competitive bidding; there is no basis, considering prevailing market conditions, for any expectation that the terms and conditions of a sale of the Governmental Note at public sale by competitive bids would be any more favorable than at a negotiated sale; multifamily housing revenue bonds which have the characteristics of the Governmental Note are typically sold at negotiated sale under prevailing market conditions; and the Borrower, the Funding Lender and RBC Capital Markets, LLC, as the Placement Agent, have undertaken substantial negotiations with respect to the Governmental Note and the security therefor.

K. Because of the nature and character of the Governmental Note, the security pledged therefor, the size and complexity of the financing and for the reasons stated above, it is in the best interest of the Authority that the Governmental Note be sold pursuant to a negotiated private placement and not at public bid in the aggregate principal amount of not to exceed \$22,000,000, upon the conditions provided herein and upon delivery by the Funding Lender of a disclosure statement containing the information and a truth-in-bonding statement required by Section 218.385, Florida Statutes.

L. Notice of a public hearing conducted by the Authority on August 7, 2017, inviting written and oral comments and discussions concerning the issuance of the Governmental Note in an aggregate face amount of not to exceed \$22,000,000 to finance the acquisition, construction and equipping of the Development was published in The Tampa Tribune, a newspaper of general circulation at least 14 days prior to the date of such hearing.

M. On August 7, 2017, a public hearing concerning the issuance of the Governmental Note in an aggregate face amount of not to exceed \$22,000,000 to finance the Development was held by the Authority.

N. On August 16, 2017, the Board approved the issuance of bonds by the Authority in an aggregate face amount of not to exceed \$22,000,000 for purposes of Section 147(f) of the Code and for purposes of the Ordinance pursuant to Resolution No. R17-110.

O. The Authority has received from the State of Florida Division of Bond Finance a grant of allocation of 2014 private activity bond volume cap allocation in the amount of \$37,400,000, which has been carried forward by the Authority pursuant to Section 146(f) of the Code and will be used by the Authority for the issuance of the qualified mortgage bonds, including the Governmental Note.

P. Subject to the conditions set forth herein, all conditions precedent to the issuance of the Governmental Note have been satisfied, or will be satisfied prior to or simultaneously with the delivery of the Governmental Note, and the proposal will otherwise comply with all the provisions of the Act.

SECTION 3. Approval of Issuance of Governmental Note. For the purpose of making the Loan to the Borrower, subject to the satisfaction of the conditions of the Credit Underwriting Report to the satisfaction of the Issuer Servicer, the issuance of the Governmental Note in the aggregate principal amount of not to exceed \$22,000,000, or in such lesser amount as may be approved by the Chair or Vice Chair of the Authority, is hereby authorized. Subject to the criteria set forth herein, the Governmental Note shall be issued upon the terms, including the dated date, interest rate, maturity and optional and mandatory redemption provisions therefor, as set forth in the Funding Loan Agreement. The series designation for the Governmental Note may be changed to reflect the calendar year in which it is issued if not issued in calendar year 2017.

The Governmental Note and the premium, if any, and the interest thereon shall not be deemed to constitute a general debt, liability or obligation of the Authority or a debt, liability or obligation of the County, the State of Florida or of any other political subdivision thereof, or a pledge of the faith and credit of the Authority or of the County, the State of Florida or of any other political subdivision thereof, but shall be payable solely from the revenues provided therefor pursuant to the Funding Loan Agreement, and the Authority is not obligated to pay the Governmental Note or the interest or premium, if any, thereon, except from the revenues and proceeds pledged therefor pursuant to the Funding Loan Agreement. Neither the faith, revenues, credit nor taxing power of the State of Florida or any agency, subdivision or local government thereof, including the County, is pledged to the payment of the principal of, premium (if any), or interest on the Governmental Note. Neither the faith, revenues nor credit of the Authority is pledged to the payment of the principal of, premium (if any), or interest on the Governmental Note. The Authority has no taxing power.

SECTION 4. Approval of the Funding Loan Agreement. The form of the Funding Loan Agreement attached hereto as **Exhibit "F"** is hereby approved, subject to such changes, insertions, and omissions and such filling of blanks therein as may be made in such form and approved by the officers of the Authority executing the same in a manner consistent with the provisions of this Resolution, the execution and delivery thereof to be conclusive evidence of such approval. The form of the Governmental Note attached to the Funding Loan Agreement as Exhibit A thereto, is hereby approved, subject to such changes, modifications, insertions and omissions and filling of blanks therein as may be made in such form and approved by the Borrower and the officers of the Authority executing same, such execution to be conclusive

evidence of such approval. The execution and delivery of the Funding Loan Agreement and the Governmental Note are hereby authorized and approved.

SECTION 5. Appointment of Fiscal Agent. U.S. Bank National Association is hereby designated as the initial Fiscal Agent under the Funding Loan Agreement.

SECTION 6. Appointment of Placement Agent. RBC Capital Markets, LLC is hereby designated as the Placement Agent with respect to the Governmental Note.

SECTION 7. Approval of Construction Phase Project Loan Agreement and Mortgage and Assignment. The form of the Construction Phase Project Loan Agreement attached hereto as **Exhibit "A"** is hereby approved, subject to such changes, modifications, insertions and omissions and filling of blanks therein as may be made in such form and approved by the Borrower and the officers of the Authority executing the same, execution of the Construction Phase Project Loan Agreement to be conclusive evidence of such approval. The form of the Construction Phase Project Note attached hereto as **Exhibit "C,"** [and the Mortgage attached hereto as **Exhibit "D,"** and the Assignment of Mortgage and Loan Documents attached hereto as **Exhibit "E,"**] [is][are] hereby approved, subject to such changes, modifications, insertions and omissions and filling of blanks therein as may be made in such forms and approved by the Borrower and the officers of the Authority executing same, such execution to be conclusive evidence of such approval. The execution and delivery of the Construction Phase Project Loan Agreement [and the Assignment, are][is] hereby authorized and approved.

SECTION 8. Approval of Permanent Phase Project Loan Agreement. The form of the Permanent Phase Loan Agreement attached hereto as **Exhibit "B"** is hereby approved, subject to such changes, modifications, insertions and omissions and filling of blanks therein as may be made in such form and approved by the Borrower and the officers of the Authority executing the same, execution of the Permanent Phase Project Loan Agreement to be conclusive evidence of such approval. The execution and delivery of the Permanent Phase Project Loan Agreement and the Assignment, are hereby authorized and approved.

SECTION 9. Approval of Land Use Restriction Agreement. In order to provide for the use and operation of the Development in compliance with the Act, the requirements of the Authority and the requirements of the Code and to preserve the exclusion from gross income for federal income tax purposes of interest on the Governmental Note, the execution and delivery of the Land Use Restriction Agreement, a proposed form of which is attached hereto as **Exhibit "K"** (the "Regulatory Agreement") among the Borrower, the Authority and the Fiscal Agent are hereby authorized and approved. The form of the Regulatory Agreement, attached hereto as **Exhibit "K"** is hereby approved, subject to such changes, modifications, insertions and deletions as may be and made in such form of the Regulatory Agreement and approved by the officers of the Authority executing the same, the Fiscal Agent, and the Borrower, and the execution and delivery thereof to be conclusive evidence of such approval.

SECTION 10. Approval of Compliance Monitoring Agreement, Financing Monitoring Agreement and Mortgage Servicing Agreement. Seltzer Management Group, Inc. is hereby appointed to perform the duties of compliance monitoring agent pursuant to the Compliance Monitoring Agreement among the Authority, the Borrower, the Fiscal Agent and the Issuer Servicer (the "Compliance Monitoring Agreement"), the duties of financial monitor under the Financial Monitoring Agreement among the Authority, the Fiscal Agent, the Borrower and the Issuer Servicer (the "Financial Monitoring Agreement"), and the duties of Issuer Servicer under the Funding Loan Agreement, the Borrower Loan Agreement, the Regulatory Agreement and the Construction Loan and Mortgage Servicing Agreement among the Authority, the Fiscal Agent, the Borrower, the Funding Lender and the Issuer Servicer (the "Mortgage Servicing Agreement"). The forms of the Compliance Monitoring Agreement, the Financial Monitoring Agreement and the Mortgage Servicing Agreement attached hereto as **Exhibits "L," "M" and "N,"** respectively, are hereby approved, subject to such changes, modifications, insertions and deletions and filling of blanks therein as may be made in such forms and approved by the parties thereto, the execution thereof to be conclusive evidence of such approval. The execution and delivery of the Compliance Monitoring Agreement, the Financial Monitoring Agreement and the Mortgage Servicing Agreement by the Authority are hereby authorized and approved.

SECTION 11. Approval of Absolute and Unconditional Guaranty of Completion, Absolute and Unconditional Operating Deficit Guaranty, Absolute and Unconditional Guaranty of Recourse Obligations and Environmental Indemnity Agreement. To provide additional security for the completion of the Development, the successful operation thereof and the payment of certain fees, expenses and indemnification and other obligations by the Guarantors, as applicable, the Guarantors shall execute and deliver the Absolute and Unconditional Guaranty of Completion (the "Guaranty of Completion"), the Absolute and Unconditional Guaranty of Operating Deficits (the "Operating Deficit Guaranty"), the Absolute and Unconditional Guaranty of Recourse Obligations (the "Guaranty of Recourse Obligations") and the Environmental Indemnity Agreement (the "Environmental Indemnity"). The forms of the Guaranty of Completion, the Operating Deficit Guaranty, the Guaranty of Recourse Obligations and the Environmental Indemnity attached hereto as **Exhibits "G," "H," "I," and "J,"** respectively, and the execution and delivery thereof by the Authority to the extent contemplated thereby, are hereby authorized and approved, subject to such changes, modifications, insertions and omissions and filling of blanks therein as shall be approved by the Chair or Vice Chair of the Authority, execution and/or acceptance thereof to be conclusive evidence of such approval.

SECTION 12. Authorization to Sell Governmental Note. The Chair or Vice Chair is hereby authorized to award the sale of the Governmental Note to the Funding Lender; provided that the Governmental Note shall be issued in the aggregate principal amount of not to exceed \$22,000,000, the Governmental Note shall bear interest initially at a rate or rates of not to exceed [7]% per annum in accordance with the Funding Loan Agreement and shall mature not later than [May 1, 2057].

SECTION 13. Approval of Costs of Issuance Budget. The costs of issuance budget attached hereto as **Exhibit "O"** is hereby approved.

SECTION 14. Authorizations.

A. The Chair or the Vice Chair of the Authority and, to the extent provided therein, the Secretary or any Assistant Secretary of the Authority are hereby authorized and empowered on behalf of the Authority to execute and deliver or accept the Governmental Note, the Funding Loan Agreement, the Construction Phase Project Loan Agreement, the Construction Phase Project Note, the Mortgage, the Assignment, the Permanent Phase Project Loan Agreement, the Guaranties, the Environmental Indemnity, the Regulatory Agreement, the Compliance Monitoring Agreement, the Financial Monitoring Agreement, and the Mortgage Servicing Agreement and to execute all documents contemplated by the foregoing, in each case subject to such changes and modifications from the forms approved herein, as either of such officers may approve, such execution to be conclusive evidence of any such approval, and to affix thereto or impress thereon the seal of the Authority.

B. The officers, employees and agents of the Authority are hereby authorized and directed to do all acts and things required by the provisions of this Resolution and by the provisions of the Governmental Note, the Funding Loan Agreement, the Construction Phase Project Loan Agreement, the Construction Phase Project Note, the Mortgage, the Assignment, the Permanent Phase Project Loan Agreement, the Guaranties, the Environmental Indemnity, the Regulatory Agreement, the Compliance Monitoring Agreement, the Financial Monitoring Agreement, and the Mortgage Servicing Agreement authorized herein, as may be necessary in connection with the issuance of the Governmental Note for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution. The Chair or Vice Chair and the Secretary or Assistant Secretary of the Authority are each hereby designated as the primary officers of the Authority charged with the responsibility of issuing the Governmental Note.

SECTION 15. Severability. In case any one or more of the provisions of this Resolution, the Funding Loan Agreement, the Construction Phase Project Loan Agreement, the Construction Phase Project Note, the Mortgage, the Assignment, the Permanent Phase Project Loan Agreement, the Guaranties, the Environmental Indemnity, the Regulatory Agreement, the Compliance Monitoring Agreement, the Financial Monitoring Agreement, and the Mortgage Servicing Agreement or the Governmental Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution, the Funding Loan Agreement, the Construction Phase Project Loan Agreement, the Construction Phase Project Note, the Mortgage, the Assignment, the Permanent Phase Project Loan Agreement, the Guaranties, the Environmental Indemnity, the Regulatory Agreement, the Compliance Monitoring Agreement, the Financial Monitoring Agreement, and the Mortgage Servicing Agreement or the Governmental Note and such documents shall be construed and enforced as if such illegal or invalid provision had not been contained therein. This Resolution is adopted and the Funding Loan Agreement, the Construction Phase Project Loan Agreement, the Construction Phase Project Note, the Mortgage, the Assignment, the Permanent Phase Project Loan Agreement, the Guaranties, the Environmental Indemnity, the Regulatory

Agreement, the Compliance Monitoring Agreement, the Financial Monitoring Agreement, and the Mortgage Servicing Agreement and the Governmental Note shall be executed and shall be issued with the intent that the laws of the State of Florida shall govern their construction.

SECTION 16. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Housing Finance Authority of Hillsborough County, Florida this ____ day of December, 2017.

[SEAL]

HOUSING FINANCE AUTHORITY OF
HILLSBOROUGH COUNTY, FLORIDA

ATTEST:

By: _____
Title: Assistant Secretary

By: _____
Name: Debra F. Koehler
Title: Chair

EXHIBIT LIST

EXHIBIT "A" ---	Construction Phase Project Loan Agreement
EXHIBIT "B" ---	Permanent Phase Project Loan Agreement
EXHIBIT "C" ---	Construction Phase Project Note
EXHIBIT "D" ---	Reserved
EXHIBIT "E" ---	Reserved
EXHIBIT "F" ---	Funding Loan Agreement
EXHIBIT "G" ---	Guaranty of Completion
EXHIBIT "H" ---	Operating Deficit Guaranty
EXHIBIT "I" ---	Guaranty of Recourse Obligations
EXHIBIT "J" ---	Environmental Indemnity
EXHIBIT "K" ---	Land Use Restriction Agreement
EXHIBIT "L" ---	Compliance Monitoring Agreement
EXHIBIT "M" ---	Financial Monitoring Agreement
EXHIBIT "N" ---	Construction Loan and Mortgage Servicing Agreement
EXHIBIT "O" ---	Cost of Issuance Budget