

**HCHA PFC RESOLUTION NO. 14-01**

**RESOLUTION AUTHORIZING THE HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION (THE "CORPORATION") TO TAKE THE FOLLOWING ACTIONS WITH REGARD TO THE DEVELOPMENT OF THE NINE PERCENT TAX CREDIT APPLICATION FOR THE PROPERTY TO BE KNOWN AS TIDWELL LAKES RANCH (THE "PROJECT") IN ORDER TO PROVIDE FINANCING FOR THE DEVELOPMENT, CONSTRUCTION, AND OPERATION OF THE PROJECT: (A) APPROVE AND MEMORIALIZE THE TAX CREDIT TRANSACTION, INCLUDING THE TAX CREDIT APPLICATION TO BE SUBMITTED TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (THE "AGENCY"); (B) APPROVE ALL DOCUMENTS, AGREEMENTS, AND ACTIONS EVIDENCING THE PROJECT TRANSACTIONS AS APPROVED BY THE AGENCY, INCLUDING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CORPORATION AND THE DEVELOPER PARTNER (THE "MOU"); (C) APPROVE THE EXECUTING OFFICER FOR THE TAX CREDIT DOCUMENTS AND (D) AUTHORIZE, APPROVE, AND EXECUTE ALL DOCUMENTS, AGREEMENTS, AND ACTIONS FOR THE DEVELOPMENT AND OPERATION OF THE PROJECT AND ALL MATTERS RELATED THERETO**

**WHEREAS**, the Corporation shall submit a tax credit application to the Agency for the construction and development of the mixed income project to be known as Tidwell Lakes Ranch (the "Project"), in order to gain an award of tax credits under the Low Income Housing Tax Credit ("LIHTC") Program for nine percent (9%) tax credits;

**WHEREAS**, the Corporation will form a limited liability company that will serve as general partner (the "General Partner") of Tidwell Lakes Ranch, Ltd., the Texas limited partnership that will own the Project ("Owner"), as evidenced in its tax credit application to the Agency during the application period;

**WHEREAS**, the Corporation desires to grant authority for, approve, and memorialize the tax credit transaction, in order to obtain a Notice of Commitment (the "Commitment Letter") from the Agency for the tax credits for the Project;

**WHEREAS**, the financing resources to develop and construct the Project will require loans and/or grants from financial institutions and/or governmental entities;

**WHEREAS**, the Corporation desires to grant authority for the transaction and for the funds for the Project;

**WHEREAS**, the Corporation desires to grant signatory authority to an officer of the Corporation, over all actions and agreements with, or relating to, the Agency and of all correspondence with Agency;

**NOW THEREFORE**, the Board of Directors of the Corporation hereby approves, grants authority for, authorizes, ratifies, and memorializes, acting in its own capacity and in its capacity as sole member of the General Partner, the following Resolutions, at a duly-called meeting of the Corporation;

**BE IT RESOLVED**, that the Board of Directors hereby approves, grants authority for, authorizes, ratifies, and memorializes the development of and operation of the Project; and it is

**RESOLVED FURTHER**, that the Board of Directors hereby approves, grants authority for, authorizes, and memorializes, on its own behalf and on behalf of the Owner, the MOU to be executed and set forth the agreement to develop the Project; the tax credit application to be submitted to the Agency, including any and all documents, agreements, financing commitments and actions (the foregoing, inclusive of the MOU, the "Documents") evidencing the transaction as approved by the Agency in its Commitment Letter or in any correspondence related to the tax credits, including related financing deemed necessary to close the transaction, all in form and substance approved by the Executing Officer (defined below), his approval of each such instrument to be conclusively evidenced by his signature thereon; and it is

**RESOLVED FURTHER**, that the form, terms and provisions of the Documents are hereby in each and every respect approved, ratified, and confirmed; and it is

**RESOLVED FURTHER**, that the Board of Directors hereby approves, authorizes, and ratifies actions by the Corporation as the sole member of the General Partner to negotiate, review, approve, and execute all documents, agreements, and actions for the Project; and it is

**RESOLVED FURTHER** that either of the following officers (the "Executing Officer"), of the Authority in the office indicated below, until the election or appointment and qualification of his/her successor or until his/her earlier resignation, removal from office or death, shall have the signatory authority specified in these Resolutions:

<u>Name</u>	<u>Office</u>
Kerry Wright	President of the Board
Tom McCasland	Secretary

**RESOLVED FURTHER**, that the Executing Officer is authorized to negotiate, execute, and/or approve the Documents and/or all other documents necessary to effectuate the foregoing Resolution, all on such terms and containing such provisions as the Executing Officer of the Corporation executing same shall deem appropriate, and the approval of the terms of each such instrument herein described by the Executing Officer shall be conclusively evidenced by his/her execution and delivery thereof; and

**RESOLVED FURTHER**, that to the extent any of the actions authorized by this Resolution have already been taken on behalf of the Corporation, such actions are hereby ratified and confirmed as the valid actions of the Corporation, effective as of the date such actions were taken;

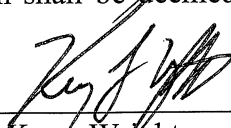
**RESOLVED FURTHER**, that the execution by the Executing Officer of any document or instrument authorized by the foregoing Resolutions or any document or instrument executed in the accomplishment of any action or actions authorized, or the execution of any amendment or modification of any such document or instrument shall be deemed to be conclusive approval thereof by the Corporation;

**RESOLVED FURTHER**, that the authorization of the Corporation and/or the Owner to enter into the Documents is hereby approved and granted, and that execution and delivery in the name and on behalf of the Corporation and/or the Owner, by any of the officers of Corporation of the Documents, in the form as so executed and delivered is hereby approved, ratified and confirmed; and it is further


**RESOLVED FURTHER**, that to the extent any of the actions authorized by these Resolutions have already been taken on behalf of Corporation or the Owner (both individually and in a representative capacity as identified in these Resolutions), or by any employee, officer, or director of the Authority on direction from an officer or director, toward completion of the transactions contemplated by these Resolutions or performance of the obligations of Corporation under the Documents in connection with the Project and/or these Resolutions, and any related actions for the development and operation of the Project, such actions are hereby ratified and confirmed as the valid actions of the Authority, effective as of the date such actions were taken; and it is further

**RESOLVED FURTHER**, that this Resolution shall be in full force and effect from and upon its adoption.

**IN WITNESS WHEREOF**, this Resolution has been adopted as of the 26th day of February 2014, in multiple counterparts, each of which shall be deemed an original hereof for all purposes.

By:   
Name: Kerry Wright  
Title: President

ATTEST:

By:   
Name: Tom McCasland  
Title: Secretary

**HCHA PFC RESOLUTION NO. 14-02**

**RESOLUTION TO ELECT THE OFFICERS OF HARRIS COUNTY  
HOUSING AUTHORITY PUBLIC FACILITY CORPORATION (THE  
“CORPORATION”) AND AUTHORIZE THE OFFICERS TO PERFORM  
ALL ACTS NECESSARY AND APPROPRIATE TO CARRY OUT THE  
BUSINESS OF THE CORPORATION**

**WHEREAS**, at a meeting of the Board of Directors of Harris County Housing Authority Public Facility Corporation (the “Corporation”), the Corporation undertakes the following actions:

**NOW, THEREFORE**, the Board of Directors of the Corporation hereby adopt the following resolutions at a duly-called meeting of the Corporation:

**RESOLVED**, that the individuals named below are hereby appointed as the current Officers of the Corporation:

President – Kerry Wright

Vice President – Joe Ellis

Secretary – Tom McCasland

Treasurer – Roberto Gonzalez

**RESOLVED FURTHER**, that each Officer above may enter into contracts or execute and deliver instruments on behalf of the Corporation;

**RESOLVED FURTHER**, that the each of the officers named above shall serve in his or her respective capacity until (a) a successor is duly qualified and appointed by the Board of Directors of the Corporation; or (b) such individual no longer serves as a Commissioner of the Board of the Harris County Housing Authority (the “Authority”), a staff member of the Authority, or an Officer of the Authority, in which case his or her office shall be vacated until a successor is duly qualified, appointed and approved.

**RESOLVED FURTHER**, that these Officers are empowered to carry out the day-to-day business of the Corporation, to perform all acts necessary and appropriate to carry out the business of the Corporation, subject to the direction and control of the Directors;

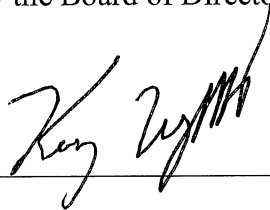
**RESOLVED FURTHER**, that all acts, transactions, agreements, or actions undertaken by any of the Officers, Directors, and/or representatives of this Corporation, prior to this date, in connection with the foregoing matters, the formation of the Corporation, and all matters resolved in all previous resolutions of the Corporation, are hereby ratified and confirmed as the valid actions of the Corporation, effective as of the date such actions were taken;

**RESOLVED FURTHER**, that all resolutions, consents, certificates, agreements, and actions undertaken prior hereto by any of the Officers and/or Directors of this Corporation, are hereby ratified and confirmed as the valid actions of the Corporation, effective as of the date such actions were taken; and

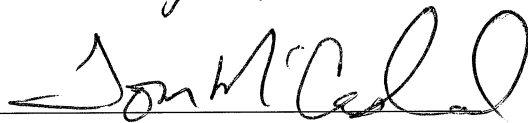
**RESOLVED FURTHER**, that the Officers and Directors of the Corporation be, and they hereby are, authorized to do any and all acts and things and to execute any and all agreements, consents, certificates, and documents as in their opinion, or in the opinion of counsel to the Corporation, may be necessary or appropriate in order to carry out the purposes and intent of any of the foregoing resolutions.

**PASSED**, by the Board of Directors of the Corporation this 15th day of April 2014.

President: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Ken [unclear]", written over a horizontal line.

Secretary: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "John McCall", written over a horizontal line.

**HCHA PFC RESOLUTION NO. 14-03**

**RESOLUTION APPROVING AND AUTHORIZING HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION (THE "CORPORATION") TO AMEND LOAN DOCUMENTS IN ORDER TO FACILITATE ADDITIONAL FINANCING FOR RETREAT AT WESTLOCK IN TOMBALL, TEXAS; AND AUTHORIZING THE CORPORATION TO TAKE SUCH OTHER STEPS AS THE CORPORATION DEEMS NECESSARY OR CONVENIENT TO CARRY OUT THESE RESOLUTIONS**

**WHEREAS**, Harris County Housing Authority Public Facility Corporation, a Texas non-profit public facility corporation (the "Corporation"), is the sole member of HCHA Westlock, LLC (the "Company"), which in turn will serve as the sole general partner of Retreat at Westlock, Ltd. (the "Partnership"); and

**WHEREAS**, to facilitate financing of the acquisition and development of Retreat at Westlock located in Tomball, Harris County, Texas (the "Project"), the Corporation approved and the Partnership entered into certain loan documents (the "Loan Documents" relating to a \$1,133,000 (the "Loan") loan from Harris County (the "Lender"), which is a loan secured by the Project; and

**WHEREAS**, the parties to the loan documents now desire to amend the Loan Documents to increase the Loan from \$1,133,000 to \$1,933,000 (the "Increased Loan"); and

**WHEREAS**, it is in the best interest of the Partnership, the Company, and the Corporation to increase the loan amount and execute any and all documents necessary to evidence and secure the Increased Loan;

**NOW THEREFORE**, be it resolved by the Board of Commissioners of the Corporation:

**RESOLVED**, that the Company, in its own capacity and in its capacity as sole member of the general partner of the Partnership, in connection (i) with the acquisition and construction loan by Lender, in an increased amount of \$1,933,000 encumbered by the Project, and (ii) the related transactions contemplated thereby, the Company, in the aforementioned capacity, is authorized to execute and deliver all such amendments, allonges, agreements, affidavits, security agreements, notes, subordination agreements, deeds of trust, assignments, financing statements, documents, consents, assurances, supplements, instruments and other writings of every nature whatsoever as the Company, in its aforementioned capacity, deems necessary to consummate the closing of the transactions contemplated by these resolutions (collectively, the "Amended Loan Documents"), and each are hereby in each and every respect authorized, ratified and confirmed; and be it

**FURTHER RESOLVED**, that the Executing Officer (defined below) as representative of the Company is severally authorized and directed, for and on behalf of,

and as the act and deed of, the Company, in the aforementioned capacity, to execute and deliver to the Lender the Amended Loan Documents and such other notices, requests, demands, directions, consents, approvals, orders, undertakings, amendments, further assurances or other instruments as may be necessary or appropriate in order to cause the Company to carry into effect the intent of the foregoing resolutions and/or required in connection therewith and to make such modifications thereto as shall be conclusively evidenced by the execution of such documents; and such other instruments are hereby approved, ratified and confirmed in all respects; and be it

**FURTHER RESOLVED**, that Tom McCasland (the "Executing Officer"), the Secretary of the Corporation, is authorized, empowered, and directed to negotiate and execute the Amended Loan Documents and any other necessary documents, agreements, and/or certifications for the Increased Loan; and be it

**FURTHER RESOLVED**, that to the extent any of the actions authorized by these resolutions have already been taken on behalf of the Company, in its own capacity or in its capacity as the sole member of the general partner of the Partnership, such actions are hereby ratified and confirmed as the valid actions of the Company, effective as of the date such actions were taken; and be it

**FURTHER RESOLVED**, that the Corporation, acting in its own capacity and in its capacity as the sole member of the Company, the general partner of the Partnership, in order to provide acquisition and construction loan financing for the Project, has the authority to enter into the Increased Loan for the purpose of funding the Project; and be it

**FURTHER RESOLVED**, that the execution by the Secretary of any document or instrument authorized by the foregoing resolutions or any document or instrument executed in the accomplishment of any action or actions authorized, or the execution of any amendment or modification of any such document or instrument shall be deemed to be conclusive approval thereof by the Company or the Partnership, as the case may be, and the binding act and obligation of the Company or the Partnership, as the case may be.

These resolutions shall be in full force and effect from and upon their adoption.

**PASSED**, by the Board of Directors of the Corporation this 15th day of April 2014.

President: \_\_\_\_\_

Secretary: \_\_\_\_\_



**HCHA PFC RESOLUTION NO. 14-04**

**RESOLUTION APPROVING AND AUTHORIZING HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION (THE “CORPORATION”) TO EXECUTE THE COMMITMENT LETTER WITH NORTHWEST HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 15 RELATING TO THE WESTLOCK PROPERTY**

**WHEREAS**, Harris County Housing Authority Public Facility Corporation, a Texas non-profit public facility corporation (the “Corporation”), is the sole member of HCHA Westlock, LLC (the “Company”), which in turn will serve as the sole general partner of Retreat at Westlock, Ltd. (the “Partnership”); and

**WHEREAS**, the Retreat at Westlock is located in Tomball, Harris County, Texas (the “Project”) and within the boundaries of Northwest Harris County Municipal Utility District No. 15 (the “MUD”); and

**WHEREAS**, the MUD is responsible for the provision of water, storm runoff, and sewer service (the “Services”) to the Project and may collect fees for the payment of such services according to Section 49.212 of the Texas Water Code; and has an offered a commitment letter dated October 23, 2013 to the Partnership (the “Commitment Letter”) to arrange for the provision of Services and payment therefor; and

**WHEREAS**, it is in the best interest of the Partnership, the Company, and the Corporation to secure the Services to and for the Project and arrange with the MUD for the payment therefor; and

**NOW THEREFORE**, be it resolved by the Board of Directors of the Corporation:

**RESOLVED**, that the Company, in its own capacity and in its capacity as sole member of the general partner of the Partnership, and in connection with the development of the Project, is authorized to execute and deliver the Commitment Letter and such other notices, requests, demands, directions, consents, approvals, orders, undertakings, amendments, further assurances or other instruments as may be necessary or appropriate in order to cause the Partnership to carry into effect the intent of the foregoing resolutions and/or required in connection therewith and to make such modifications thereto; and such execution and delivery is hereby in each and every respect authorized, ratified and confirmed; and be it

**FURTHER RESOLVED**, that the Executing Officer (defined below) as representative of each of the Company and the Partnership is severally authorized and directed, for and on behalf of, and as the act and deed of, each of the Company and the Partnership, in the aforementioned capacity, to execute and deliver the Commitment Letter and such other notices, requests, demands, directions, consents, approvals, orders, undertakings, amendments, further assurances or other instruments as may be necessary or appropriate in order to cause each of the Company and the Partnership to carry into

effect the intent of the foregoing resolutions and/or required in connection therewith; and to make such modifications thereto as shall be conclusively evidenced by the execution of such documents and such other instruments are hereby approved, ratified and confirmed in all respects; and be it

**FURTHER RESOLVED**, that Tom McCasland (the "Executing Officer"), the Secretary of the Corporation, is authorized, empowered, and directed to negotiate and execute the Commitment Letter and any other necessary documents, agreements, and/or certifications relating to the Commitment Letter or the provision of Services to and for the Project; and be it

**FURTHER RESOLVED**, that to the extent any of the actions authorized by these Resolutions have already been taken on behalf of either of the Company or the Partnership, such actions are hereby ratified and confirmed as the valid actions of each of the Company and/or the Partnership, as the case may be, effective as of the date such actions were taken; and be it

**FURTHER RESOLVED**, that the Partnership, has the authority to execute the Commitment Letter, for the purpose of arranging for Services to the Project; and be it

**FURTHER RESOLVED**, that the execution by the Secretary of any document or instrument authorized by the foregoing Resolutions or any document or instrument executed in the accomplishment of any action or actions authorized, or the execution of any amendment or modification of any such document or instrument shall be deemed to be conclusive approval thereof by the Company or the Partnership, as the case may be, and the binding act and obligation of the Company or the Partnership, as the case may be.

These resolutions shall be in full force and effect from and upon their adoption.

**PASSED**, by the Board of Directors of the Corporation this 15th day of April 2014.

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

**RESOLUTION NO. 14-05**

**HARRIS COUNTY HOUSING AUTHORITY  
PUBLIC FACILITY CORPORATION**

**RESOLUTION APPROVING AND AUTHORIZING HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION (THE "CORPORATION") TO AMEND LOAN DOCUMENTS IN ORDER TO FACILITATE ADDITIONAL FINANCING FOR RETREAT AT WESTLOCK IN TOMBALL, TEXAS; AND AUTHORIZING THE CORPORATION TO TAKE SUCH OTHER STEPS AS THE CORPORATION DEEMS NECESSARY OR CONVENIENT TO CARRY OUT THESE RESOLUTIONS**

**WHEREAS**, Harris County Housing Authority Public Facility Corporation, a Texas non-profit public facility corporation (the "Corporation"), is the sole member of HCHA Westlock, LLC (the "Company"), which in turn will serve as the sole general partner of Retreat at Westlock, Ltd. (the "Partnership"); and

**WHEREAS**, to facilitate financing of the acquisition and development of Retreat at Westlock located in Tomball, Harris County, Texas (the "Project"), the Corporation approved and the Partnership entered into certain loan documents (the "Loan Documents" relating to a \$1,933,000 (the "Loan") from a loan from Harris County (the "Lender"); which Loan shall be secured by the Project; and

**WHEREAS**, the parties to the loan documents now desire to amend the Loan Documents to increase the Loan from \$1,933,000 in Home Investment Partnership (HOME) Program funds to up to \$2,500,000 (the "Increased Loan") sourced from HOME funds and CDBG-D Round 2 funds; and

**WHEREAS**, in addition to amending the loan amount to reflect the Increased Loan, the parties desire to amend the Loan Documents to (a) amend the associated note to evidence the Increased Loan, (b) increase the number of assisted units from 49 to 71 in accordance with HOME and CDBG requirements, and (c) otherwise clarify the Loan Documents (clauses (a)-(c) hereof, the "Text Amendments"); and

**WHEREAS**, it is in the best interest of the Partnership, the Company, and the Corporation to increase the loan amount and execute any and all documents necessary to evidence and secure the Increased Loan and reflect the Text Amendments;

**NOW, THEREFORE, BE IT RESOLVED**, that the Company, in its own capacity and in its capacity as sole member of the general partner of the Partnership, in connection (i) with the acquisition and construction loan by Lender, in an increased amount of up to \$2,500,000.00 encumbered by the Project, (ii) making the Text Amendments, and (iii) the related transactions contemplated thereby, the Company, in the aforementioned capacity, is authorized to execute and deliver all such amendments,

allonges, agreements, affidavits, security agreements, notes, subordination agreements, deeds of trust, assignments, financing statements, documents, consents, assurances, supplements, instruments and other writings of every nature whatsoever as the Company, in its aforementioned capacity, deems necessary to consummate the closing of the transactions contemplated by these resolutions (collectively, the "Amended Loan Documents") and each are hereby in each and every respect authorized, ratified and confirmed; and

**BE IT FURTHER RESOLVED**, that the Executing Officer (defined below) as representative of the Company is severally authorized and directed, for and on behalf of, and as the act and deed of, the Company, in the aforementioned capacity, to execute and deliver to the Lender the Amended Loan Documents and such other notices, requests, demands, directions, consents, approvals, orders, undertakings, amendments, further assurances or other instruments as may be necessary or appropriate in order to cause the Company to carry into effect the intent of the foregoing resolutions and/or required in connection therewith and to make such modifications thereto as shall be conclusively evidenced by the execution of such documents; and such other instruments are hereby approved, ratified and confirmed in all respects; and

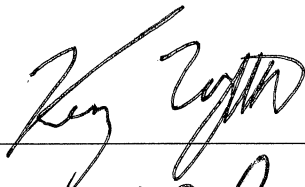
**BE IT FURTHER RESOLVED**, that Tom McCasland (the "Executing Officer"), the Secretary of the Corporation, is authorized, empowered, and directed to negotiate and execute the Amended Loan Documents and any other necessary documents, agreements, and/or certifications for the Increased Loan; and


**BE IT FURTHER RESOLVED**, that to the extent any of the actions authorized by these Resolutions have already been taken on behalf of the Company, in its own capacity or in its capacity as the sole member of the general partner of the Partnership, such actions are hereby ratified and confirmed as the valid actions of the Company, effective as of the date such actions were taken; and

**BE IT FURTHER RESOLVED**, that the Corporation, acting in its own capacity and in its capacity as the sole member of the Company, the general partner of the Partnership, in order to provide acquisition and construction loan financing for the Project, has the authority to enter into the Increased Loan, for the purpose of funding the Project; and

**BE IT FURTHER RESOLVED**, that the execution by the Secretary of any document or instrument authorized by the foregoing Resolutions or any document or instrument executed in the accomplishment of any action or actions authorized, or the execution of any amendment or modification of any such document or instrument shall be deemed to be conclusive approval thereof by the Company or the Partnership, as the case may be, and the binding act and obligation of the Company or the Partnership, as the case may be.

**PASSED**, by the Board of Directors of the Corporation this 18th day of August 2014. These Resolutions shall be in full force and effect from and upon their adoption.

President: 

Secretary: 

**RESOLUTION NO. 14-06**

**RESOLUTION APPROVING AND AUTHORIZING THE HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION (THE "CORPORATION") TO TAKE SUCH STEPS AS THE CORPORATION DEEMS NECESSARY TO (A) ACQUIRE THAT CERTAIN 9.358 ACRE TRACT OF REAL PROPERTY LOCATED AT THE 24000 BLOCK OF STATE HIGHWAY 249, SOUTH OF WESTLOCK DRIVE, IN HARRIS COUNTY, TX (THE "PROPERTY") FOR DEVELOPMENT BY THE RETREAT AT WESTLOCK, LTD. (THE "PARTNERSHIP"); (B) GROUND LEASE THE PROPERTY TO THE PARTNERSHIP; (C) LOAN \$1,885,000.00 OF HOME FUNDS BORROWED FROM HARRIS COUNTY TO THE PARTNERSHIP FOR THE ACQUISITION OF THE LEASEHOLD INTEREST IN THE PROPERTY; AND (D) EXECUTE AND DELIVER ANY AND ALL REQUISITE DOCUMENTS TO EFFECT THE FOREGOING, AND TAKE ANY OTHER ACTIONS NECESSARY TO CARRY OUT THESE RESOLUTIONS**

**WHEREAS**, the Corporation is the sole member of HCHA Westlock, LLC (the "General Partner"), which is the sole general partner of Retreat at Westlock, Ltd. (the "Partnership"); and

**WHEREAS**, to facilitate financing of the acquisition and development of Retreat at Westlock, a 140 unit affordable housing development for the elderly which is to be developed on the Property (the "Project"), the Corporation approved and the Partnership has entered and is entering into certain loan documents (the "Loan Documents" relating to a loan of up to \$2,500,000 (the "County Loan") from Harris County (the "County"); and

**WHEREAS**, the County Loan will be secured by a leasehold deed of trust against the Property; and

**WHEREAS**, the Corporation will initially receive \$1,885,000 of the proceeds of the County Loan and the remainder will be loaned as reimbursements for expended costs associated with construction and payment and performance bonds; and

**WHEREAS**, in connection with the development and operation of the Project, the Corporation intends to loan \$1,885,000 of the County Loan to the Partnership for the Project (the "PFC Loan"); and

**WHEREAS**, in connection with the development and operation of the Project, all instruments governing, evidencing, securing, and documenting such PFC Loan (the "PFC Loan Documents") are to be collaterally assigned to the County pursuant to a Collateral Assignment of Notes and Liens (the "County Assignment"); and

**WHEREAS**, the Partnership was awarded an allocation of approximately \$1,300,000 in 2013 Housing Tax Credits (the "Tax Credits") by the Texas Department of Housing and Community Affairs ("TDHCA"); and

**WHEREAS**, the Partnership desires to leverage the Tax Credits, along with other financing (collectively and including without limitation, the Capital Contributions, CONA Loan, County Loan, Hudson Loan, and PFC Loan, all as defined herein, the "Project Financing"), to develop the Project; and

**WHEREAS**, the Partnership desires to acquire the Property from Baker-Jackson Real Estate Investments, Ltd., a Texas limited partnership (the "Seller") for the development of the Project pursuant to that certain Earnest Money Contract dated as of February 14, 2013 by and between Seller and Hettig/Kahn Development Corp., a Texas, as amended, extended and assigned (collectively, the "Purchase Agreement") for the development of the Project using the Project Financing; and

**WHEREAS**, Hudson Retreat at Westlock, LLC ("Hudson") desires to invest approximately \$12,500,000 in capital contributions ("Capital Contributions") in the Partnership for the development of the Project in consideration of admission to the Partnership as a limited partner, pursuant to the terms and conditions as set forth in the Partnership's proposed Amended and Restated Agreement of Limited Partnership and all exhibits thereto (the "Partnership Agreement"); and

**WHEREAS**, in connection with the development and operation of the Project, the Partnership desires to obtain a construction loan in an amount up to \$12,200,000 and a permanent loan in an amount up to \$6,000,0000 (collectively, the "CONA Loan") from Capital One, National Association ("CONA"), which CONA Loan is to be secured by a deed of trust against the Property; and

**WHEREAS**, in connection with the development and operation of the Project, the Partnership desires to obtain a pre-equity loan from Hudson HT, LP, a Delaware limited partnership (the "Hudson Lender") in an amount up to \$225,000 (the "Hudson Loan" and together with the County Loan, PFC Loan, and CONA Loan, the "Loans"), which Hudson Loan will be secured by a leasehold deed of trust against the Property; and

**WHEREAS**, in connection with the rehabilitation, renovation, equipping and operation of the Project, the Corporation desires to ground lease the Property to the Partnership for its development pursuant to a Ground Lease by and between the Corporation and the Partnership; and

**WHEREAS**, in connection with the contemplated Project Financing, the Partnership and Corporation are required to enter into various documents which will evidence the Loans, including, but not limited to, commitments, promissory notes, fee and leasehold deeds of trust with absolute assignment of leases and rents, security agreement and fixture filing, indemnity agreements, guaranties, certificates, directions, approvals, waivers, notices, instruments, the County Assignment, other assignments, and other communications as may be required by

CONA, the Hudson Lender, the Corporation, and/or the County in connection with the Loans (all of such loan and security documents collectively, the "Loan Documents");

**NOW THEREFORE, BE IT RESOLVED**, that the Corporation is authorized to obtain the County Loan from the County, and the Partnership is authorized to obtain the CONA Loan from CONA, the Hudson Loan from the Hudson Lender, and the PFC Loan from the Corporation, and each is authorized to execute and deliver the Loan Documents, as applicable; and that Tom McCasland as Secretary of the Corporation (the "Executing Officer") is hereby authorized, empowered and directed, for and on behalf of, and in the name of each of the Partnership, the General Partner, and the Corporation to execute and deliver the Loan Documents to CONA, the County, the Hudson Lender, and/or the Corporation, as applicable, and such other documents and instruments in connection therewith as may be necessary or desirable, with such changes and modifications thereto as shall be approved by executing the same, such execution and delivery to be conclusive evidence of such approvals; and be it

**FURTHER RESOLVED**, that the form of Partnership Agreement is hereby approved, and the Partnership, General Partner, and Corporation, as applicable, are authorized to execute the Partnership Agreement, pursuant to which *inter alia* Hudson will be admitted to the Partnership, Tom McCasland will withdraw as limited partner, and the Capital Contributions will be made and accepted; and to execute and deliver all other documents as may be necessary to consummate the transactions described in this resolution and in the Partnership Agreement on behalf of the Partnership, the General Partner, and/or the Corporation, as the case may be, including any Development Agreement, Right of First Refusal Agreement, Social Services Agreement, Social Services Plan, Capital Contribution Certificate(s), and/or such other written instruments or obligations that the Partnership, General Partner, and/or Corporation, as the case may be, may be required to execute by Hudson, in connection with the aforesaid events and transactions, containing such terms and conditions as are acceptable to the Partnership, General Partner, and/or Corporation (collectively, the "Equity Documents"); and that the Executing Officer is authorized, empowered and directed, for and on behalf of, and in the name of the Partnership, General Partner, and Corporation, as applicable, to execute and deliver the Partnership Agreement and Equity Documents; and be it

**FURTHER RESOLVED**, that the Corporation is authorized to purchase the Property from the Seller in accordance with the terms of the existing Purchase Agreement as modified or extended, and to execute and deliver such documents and instruments in connection with the acquisition of the Site as may be reasonably necessary or desirable to accomplish the transaction; and be it

**FURTHER RESOLVED**, that each of the Corporation and Partnership is authorized to execute and deliver the Ground Lease, and execute and deliver such additional documents and instruments in connection with the leasehold disposition and acquisition of the Property as may be reasonably necessary or desirable to accomplish the transaction; and be it

**FURTHER RESOLVED**, that the execution by the Executing Officer of any document or instrument authorized by the foregoing Resolutions or any document or instrument executed in the accomplishment of any action or actions authorized, or the execution of any amendment or modification of any such document or instrument shall be deemed to be conclusive approval



thereof by the Partnership, General Partner, and the Corporation, as the case may be, and the binding act and obligation of the Partnership, General Partner, and the Corporation, as the case may be; and be it

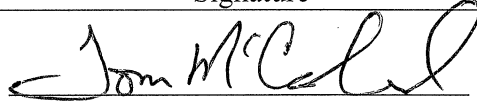
**FURTHER RESOLVED**, that the Corporation finds the actions authorized by these resolutions may reasonably be expected to directly or indirectly benefit the Partnership, General Partner, and the Partnership; and be it

**FURTHER RESOLVED**, that this Resolution may be executed in several counterparts, and all so executed shall constitute one resolution, binding on all the parties hereto. Any counterpart of this Resolution, which has attached to it separate signature pages which together contain the signatures of all parties or is executed by an attorney-in-fact on behalf of some or all of the parties, shall for all purposes be deemed a fully executed instrument; and be it

**FURTHER RESOLVED**, that the Corporation is authorized and directed to deliver a certified copy of the foregoing resolutions to CONA, the County, the Hudson Lender, and Hudson, and to certify that the foregoing resolutions were duly adopted and that the provisions thereof are in full conformity with the Articles of Incorporation and Bylaws of the Corporation; and be it

**FURTHER CERTIFIED** as follows:

1. That the following person or persons now hold the office indicated below and that such person's bona fide signature is set forth below:

Name	Title	Signature
Tom McCasland	Secretary of the Corporation	

2. That the foregoing resolutions are in full force and effect, have not been amended or rescinded that such resolution do not violate or exceed the authority of the members under the Articles of Incorporation or the Bylaws of the Corporation.

3. That neither the Articles of Incorporation nor the Bylaws of the Corporation require that the seal of the Corporation be affixed to any document as a condition to its authenticity, validity or enforceability.

4. That the Partnership is a limited partnership organized under the laws of the State of Texas pursuant to that certain Certificate of Formation filed with the Secretary of State of Texas on September 10, 2013.

5. That the General Partner is a limited liability company organized under the laws of the State of Texas pursuant to that certain Certificate of Formation filed with the Secretary of State of Texas on September 10, 2013.

6. That the Corporation is herewith expressly authorized on behalf of, in the name of and for the account of the General Partner to admit Hudson as a limited partner to the Partnership in accordance with the Partnership Agreement and to execute all documents and agreements required in connection therewith or related thereto.

7. That the Partnership, through the General Partner and the Corporation, is hereby expressly authorized to enter into, execute and deliver, and perform the Partnership's obligations under agreements and instruments with CONA, the County, Hudson, the Hudson Lender, and the Corporation on such terms and in such manner as such representative shall deem desirable; and that the Corporation is hereby authorized, on behalf of, in the name of and for the account of the Partnership, to execute any and all documents as may be necessary or required by CONA, the County, the Hudson Lender, Hudson and the Corporation in connection with the Partnership's execution, delivery and performance of any such agreements and instruments.

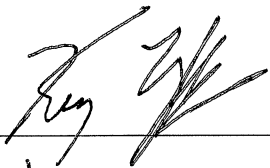
8. That votes or action (if any) required on the part of the Corporation, the General Partner, or the partners of the Partnership under the terms of the current governing documents of each entity to authorize the foregoing action have been properly taken and have not been revoked or rescinded by any party.


9. That all transactions by any representatives, employees or agents of the Partnership, on its behalf and in its name with CONA, the County, the Hudson Lender, Hudson, the Corporation, or TDHCA prior to delivery of a certified copy of this Certificate, are, in all respects, hereby ratified, confirmed and adopted, nunc pro tunc.

The undersigned hereby declare that no person or persons other than those named as partners in the preamble of this Resolution are interested as general or limited partners in the designated Partnership, and further declares that this authorization is given to induce CONA, the County, the Corporation, the Hudson Lender, and Hudson (and their successors and assigns) to invest and/or loan as hereinabove described and shall remain in full force and effect until notice to the contrary is executed and filed with CONA, the County, the Corporation, the Hudson Lender, and Hudson (or their successors and assigns), signed by all parties hereto.

*[Signatures on Next Page]*

**PASSED**, by the Board of Directors of the Corporation this 18th day of August 2014. These Resolutions shall be in full force and effect from and upon their adoption.

President: 

Secretary: 

## **RESOLUTION 14-07**

### **RESOLUTION OF BOARD OF DIRECTORS DECLARING INTENT TO ISSUE BONDS AND CONTAINING OTHER PROVISIONS RELATING TO UP TO \$8,000,000 MULTIFAMILY HOUSING REVENUE BONDS (CHERRY PARK SENIOR APARTMENTS)**

**WHEREAS**, the Board of Commissioners of Harris County Housing Authority (the "**Unit**") has, pursuant to the Public Facility Corporation Act, Chapter 303, Texas Government Code, as amended (the "**Act**"), approved and created the Harris County Housing Authority Public Facility Corporation, a nonprofit corporation (the "**Issuer**");

**WHEREAS**, the Issuer is authorized to issue revenue bonds for the purpose of paying all or part of the cost of a Public Facility as defined in the Act, and to sell or lease the project to others or loan the proceeds of the bonds to others to finance all or part of the cost of the Public Facility; and

**WHEREAS**, the Act authorizes the Issuer: (a) to make loans to any person to provide financing for rental residential developments located within Harris County, Texas (the "**County**"), and intended to be occupied substantially (at least 90 percent) by persons of low and moderate income, as determined by the Issuer; (b) to issue its revenue bonds for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the issuance of such bonds; and (c) to pledge all or any part of the revenues, receipts or resources of the Issuer, including the revenues and receipts to be received by the Issuer from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Issuer in order to secure the payment of the principal or redemption price of and interest on such bonds; and

**WHEREAS**, HCHA Cherry Park Seniors, LP, a to-be-formed Texas limited partnership, or such other limited partnership as the sole member of the general partner designates (the "**User**"), has requested that the Issuer finance a low income housing seniors project consisting of approximately 81 units to be located at the southwest corner of FM529 and Shining Sumac, Houston, Texas 77095 (the "**Project**") within the boundaries of the Unit, and further that the Issuer adopt this Resolution with respect to the acquisition, construction, and installation of the Project;

**WHEREAS**, the User has advised the Issuer that a contributing factor which would further induce the User to proceed with providing for the acquisition and construction of the Project would be a commitment and agreement by the Issuer to issue revenue bonds pursuant to the Act (the "**Bonds**") to finance and pay for the Project;

**WHEREAS**, in view of a shortage of decent, safe and sanitary housing for persons and families of low income at prices or rentals that they can afford, it is considered essential that construction of the Project be completed at the earliest practicable date, but at the same time, the

User wishes to begin construction of the Project after satisfactory assurances from the Issuer, subject to the conditions set forth herein, that the proceeds of the sale of the Bonds, or other obligations, of the Issuer in an amount necessary to pay the costs of the Project will be made available to finance the Project;

**WHEREAS**, the Issuer finds, intends, and declares that this Resolution shall constitute its official binding commitment, subject to the conditions set forth herein, to issue Bonds, or other obligations, pursuant to the Act in an amount prescribed by the User not to exceed the maximum aggregate principal amount up to \$8,000,000 and to expend the proceeds thereof to acquire, construct, and install the Project and to pay all expenses and costs of the Issuer in connection with the issuance of the Bonds; and

**WHEREAS**, in order to finance and pay for the Project through the issuance of revenue bonds, the interest on which is excludable from the gross income of the holders thereof under the Internal Revenue Code of 1986, as amended (the "**Code**"), the Issuer must apply to the Texas Bond Review Board (the "**TBRB**") for a reservation of state ceiling available to "**private activity bonds**" (as defined in the Code) for a calendar year;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION THAT:**

Section 1. Subject to the terms hereof, the Issuer agrees that it will:

(a) Issue the Bonds, and if the User and the Issuer agree, other evidences of indebtedness providing temporary financing of the Project (in an amount not to exceed \$100,000), which will be issued after the date hereof and be refunded by the Bonds pursuant to the Act, or any other Texas legislation heretofore or hereafter enacted which may provide a suitable method of financing in addition to or in substitution for the Act.

(b) Cooperate with the User with respect to the issuance of the Bonds, and, if arrangements therefor satisfactory to the User and the Issuer can be made, the Issuer will take such action and authorize the execution of such documents and will take such further action as may be necessary or advisable for the authorization, execution, and delivery of any contracts or agreements deemed necessary or desirable by the User or the Issuer in connection with the issuance of the Bonds (collectively, the "**Contracts**"), providing among other things for payment of the principal of, interest on, redemption premiums, paying agents' charges, and Trustee's fees, if any, on the Bonds; payment of fees and charges of the Issuer or the Unit; acquisition, construction, and improvement of the Project or reimbursement of Project costs; and

use, operation, and maintenance of the Project (and the execution of any appropriate and necessary guaranty agreements), all as shall be authorized, required, or permitted by law and as shall be mutually satisfactory to the Issuer, the Unit, and the User.

(c) If the proceeds from the sale of the Bonds are insufficient, take such actions and execute such documents as may be necessary to permit the issuance from time to time in the future of additional bonds on terms which shall be set forth therein, whether on a parity with other series of bonds or otherwise, for the purpose of paying the costs of completing the acquisition, construction, and installation of the Project, as requested by the User and within then applicable limitations.

(d) Take or cause to be taken such other actions as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

The Bonds shall specifically provide that neither the State of Texas, the Unit, nor any political issuer, subdivision, or agency of the State of Texas shall be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the State of Texas, the Unit, or any political issuer, subdivision, or agency thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds.

The obligation of the Issuer to issue the Bonds is specifically subject to satisfaction of each of the following conditions:

(i) the receipt of a ruling from the Internal Revenue Service or an opinion from nationally recognized bond counsel, substantially to the effect that the interest on the Bonds is excludable from gross income tax purposes under existing law;

(ii) Approval of the Bonds by all other governmental agencies required to approve the Bonds including, but not limited to, approval of the Bonds by the Mayor of the City of Houston, Texas, the Attorney General of the State of Texas and any other applicable governmental authority; and

(iii) any other conditions reasonably imposed by the Issuer.

Section 2. The Issuer hereby authorizes the submission of an application to the TBRB for a reservation of the state ceiling for "private activity bonds" for program year 2014 (or other available bond funds administered by the TBRB) and each subsequent calendar year at the User's request to finance the Project. Any officer of the Issuer is hereby authorized to execute and submit an application to the TBRB in such form as may be approved by the TBRB for such purpose.

Section 3. It is understood by the Issuer and the Unit, and the User has represented to the Issuer, that in consideration of this Resolution and by filing the Application, and subject to the terms and conditions hereof, the User has agreed that:

(a) Prior to the sale of the Bonds in one or more series or issues from time to time as the Issuer and the User shall hereafter agree to in writing, the User will enter into the Contracts with the Issuer under the terms of which the User will obligate itself to pay to the Issuer (or to a Trustee, as the case may be) sums sufficient in the aggregate to pay the principal of, interest on, redemption premiums, paying agents' fees, and Trustee's fees, if any, on the Bonds, as and when the same become due and payable, with such contract to contain the provisions described in Section 1 hereof and such other provisions as may be required or permitted by law and to be mutually acceptable to the Issuer and the User.

(b) The User will (1) pay all Project costs which are not or cannot be paid or reimbursed from the proceeds of the Bonds and (2) at all times, indemnify and hold harmless the Issuer against all losses, costs, damages, expenses, and liabilities of whatsoever nature (including but not limited to attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or related to the issuance, offering, sale, or delivery of the Bonds, or the design, construction, installation, operation, use, occupancy, maintenance, or ownership of the Project.

(c) The User will provide to the Issuer all information required to be submitted to the TBRB and any other governmental agencies for approval of the Project or the Bonds and will execute all necessary documents in connection therewith.

Section 4. The Issuer finds, determines, recites and declares that the issuance of the Bonds to provide financing for the Project will promote the public purposes set forth in Section 303 of the Act, including, without limitation, assisting persons of low and moderate income to obtain decent, safe and sanitary housing at rentals they can afford.

Section 5. It is understood by the Issuer that all commitments of the Issuer and the User with respect to the Project and the Bonds are subject to the condition that the Bonds shall have been issued no later than three years from the date of this Resolution, or such other date as shall be mutually satisfactory to the Issuer and the User.

Section 6. It is recognized and agreed by the Issuer that the User may exercise its rights and perform its obligations with respect to the financing of the Project either through (i) itself in its own name; (ii) any of its wholly-owned subsidiaries; (iii) any "related person" as defined in Section 144(a)(3) of the Code; or (iv) any legal successor thereto, respectively, subject to approval of

the Issuer's bond counsel and, provided that suitable guaranties necessary or convenient for the marketability of the Bonds shall be furnished, if required by the Issuer, and all references to the User shall be deemed to include the User acting directly through itself or any such approved entities.

Section 7. The adoption of this Resolution, as requested by the User, shall be deemed to constitute the acceptance of the User's proposal that it be further induced to proceed with providing the Project and this Resolution shall constitute an agreement between the Issuer and the User effective on the date that this Resolution is adopted. This Resolution is affirmative of official action taken by the Issuer towards the issuance of the Bonds within the meaning of Sections 1.1038(a)(5)(i) and (ii) and 1.150-2, Title 26, Code of Federal Regulations, as amended, and applicable rulings of the Internal Revenue Service thereunder, to the end that Bonds issued to reimburse Project costs may qualify for the exemption provisions of Section 142(a)(7) of the Code and that the interest on the Bonds will therefore be excludable from the gross incomes of the holders thereof under the provisions of Section 103(a)(1) of the Code.



**PASSED**, by the Board of Commissioners this 19th day of November 2014.

President: 

Secretary: 

4812-8357-1232, v. 1

## **RESOLUTION 14-08**

### **RESOLUTION OF BOARD OF DIRECTORS DECLARING INTENT TO ISSUE BONDS AND CONTAINING OTHER PROVISIONS RELATING TO UP TO \$12,000,000 MULTIFAMILY HOUSING REVENUE BONDS (CHERRY PARK FAMILY APARTMENTS)**

**WHEREAS**, the Board of Commissioners of Harris County Housing Authority (the "**Unit**") has, pursuant to the Public Facility Corporation Act, Chapter 303, Texas Government Code, as amended (the "**Act**"), approved and created the Harris County Housing Authority Public Facility Corporation, a nonprofit corporation (the "**Issuer**");

**WHEREAS**, the Issuer is authorized to issue revenue bonds for the purpose of paying all or part of the cost of a Public Facility as defined in the Act, and to sell or lease the project to others or loan the proceeds of the bonds to others to finance all or part of the cost of the Public Facility; and

**WHEREAS**, the Act authorizes the Issuer: (a) to make loans to any person to provide financing for rental residential developments located within Harris County, Texas (the "County"), and intended to be occupied substantially (at least 90 percent) by persons of low and moderate income, as determined by the Issuer; (b) to issue its revenue bonds for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the issuance of such bonds; and (c) to pledge all or any part of the revenues, receipts or resources of the Issuer, including the revenues and receipts to be received by the Issuer from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Issuer in order to secure the payment of the principal or redemption price of and interest on such bonds; and

**WHEREAS**, HCHA Cherry Park, LP, a to-be-formed Texas limited partnership, or such other limited partnership as the sole member of the general partner designates (the "**User**"), has requested that the Issuer finance a low income housing project consisting of approximately 120 units to be located at the southwest corner of FM529 and Shining Sumac, Houston, Texas 77095 (the "**Project**") within the boundaries of the Unit, and further that the Issuer adopt this Resolution with respect to the acquisition, construction, and installation of the Project; and

**WHEREAS**, the User has advised the Issuer that a contributing factor which would further induce the User to proceed with providing for the acquisition and construction of the Project would be a commitment and agreement by the Issuer to issue revenue bonds pursuant to the Act (the "**Bonds**") to finance and pay for the Project; and

**WHEREAS**, in view of a shortage of decent, safe and sanitary housing for persons and families of low income at prices or rentals that they can afford, it is considered essential that construction of the Project be completed at the earliest practicable date, but at the same time, the

User wishes to begin construction of the Project after satisfactory assurances from the Issuer, subject to the conditions set forth herein, that the proceeds of the sale of the Bonds, or other obligations, of the Issuer in an amount necessary to pay the costs of the Project will be made available to finance the Project; and

**WHEREAS**, the Issuer finds, intends, and declares that this Resolution shall constitute its official binding commitment, subject to the conditions set forth herein, to issue Bonds, or other obligations, pursuant to the Act in an amount prescribed by the User not to exceed the maximum aggregate principal amount up to \$12,000,000 and to expend the proceeds thereof to acquire, construct, and install the Project and to pay all expenses and costs of the Issuer in connection with the issuance of the Bonds; and

**WHEREAS**, in order to finance and pay for the Project through the issuance of revenue bonds, the interest on which is excludable from the gross income of the holders thereof under the Internal Revenue Code of 1986, as amended (the "**Code**"), the Issuer must apply to the Texas Bond Review Board (the "**TBRB**") for a reservation of state ceiling available to "**private activity bonds**" (as defined in the Code) for a calendar year;

**THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARRIS COUNTY HOUSING AUTHORITY PUBLIC FACILITY CORPORATION THAT:**

Section 1. Subject to the terms hereof, the Issuer agrees that it will:

(a) Issue the Bonds, and if the User and the Issuer agree, other evidences of indebtedness providing temporary financing of the Project (in an amount not to exceed \$100,000), which will be issued after the date hereof and be refunded by the Bonds pursuant to the Act, or any other Texas legislation heretofore or hereafter enacted which may provide a suitable method of financing in addition to or in substitution for the Act.

(b) Cooperate with the User with respect to the issuance of the Bonds, and, if arrangements therefor satisfactory to the User and the Issuer can be made, the Issuer will take such action and authorize the execution of such documents and will take such further action as may be necessary or advisable for the authorization, execution, and delivery of any contracts or agreements deemed necessary or desirable by the User or the Issuer in connection with the issuance of the Bonds (collectively, the "**Contracts**"), providing among other things for payment of the principal of, interest on, redemption premiums, paying agents' charges, and Trustee's fees, if any, on the Bonds; payment of fees and charges of the Issuer or the Unit; acquisition, construction, and improvement of the Project or reimbursement of Project costs; and use, operation, and maintenance of the Project (and the execution of any appropriate

use, operation, and maintenance of the Project (and the execution of any appropriate and necessary guaranty agreements), all as shall be authorized, required, or permitted by law and as shall be mutually satisfactory to the Issuer, the Unit, and the User.

(c) If the proceeds from the sale of the Bonds are insufficient, take such actions and execute such documents as may be necessary to permit the issuance from time to time in the future of additional bonds on terms which shall be set forth therein, whether on a parity with other series of bonds or otherwise, for the purpose of paying the costs of completing the acquisition, construction, and installation of the Project, as requested by the User and within then applicable limitations.

(d) Take or cause to be taken such other actions as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

The Bonds shall specifically provide that neither the State of Texas, the Unit, nor any political issuer, subdivision, or agency of the State of Texas shall be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the State of Texas, the Unit, or any political issuer, subdivision, or agency thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds.

The obligation of the Issuer to issue the Bonds is specifically subject to satisfaction of each of the following conditions:

(i) the receipt of a ruling from the Internal Revenue Service or an opinion from nationally recognized bond counsel, substantially to the effect that the interest on the Bonds is excludable from gross income tax purposes under existing law;

(ii) Approval of the Bonds by all other governmental agencies required to approve the Bonds including, but not limited to, approval of the Bonds by the Mayor of the City of Houston, Texas, the Attorney General of the State of Texas and any other applicable governmental authority; and

(iii) any other conditions reasonably imposed by the Issuer.

Section 2. The Issuer hereby authorizes the submission of an application to the TBRB for a reservation of the state ceiling for "private activity bonds" for program year 2014 (or other available bond funds administered by the TBRB) and each subsequent calendar year at the User's request to finance the Project. Any officer of the Issuer is hereby authorized to execute and submit an application to the TBRB in such form as may be approved by the TBRB for such purpose.

Section 3. It is understood by the Issuer and the Unit, and the User has represented to the Issuer, that in consideration of this Resolution and by filing the Application, and subject to the terms and conditions hereof, the User has agreed that:

(a) Prior to the sale of the Bonds in one or more series or issues from time to time as the Issuer and the User shall hereafter agree to in writing, the User will enter into the Contracts with the Issuer under the terms of which the User will obligate itself to pay to the Issuer (or to a Trustee, as the case may be) sums sufficient in the aggregate to pay the principal of, interest on, redemption premiums, paying agents' fees, and Trustee's fees, if any, on the Bonds, as and when the same become due and payable, with such contract to contain the provisions described in Section 1 hereof and such other provisions as may be required or permitted by law and to be mutually acceptable to the Issuer and the User.

(b) The User will (1) pay all Project costs which are not or cannot be paid or reimbursed from the proceeds of the Bonds and (2) at all times, indemnify and hold harmless the Issuer against all losses, costs, damages, expenses, and liabilities of whatsoever nature (including but not limited to attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or related to the issuance, offering, sale, or delivery of the Bonds, or the design, construction, installation, operation, use, occupancy, maintenance, or ownership of the Project.

(c) The User will provide to the Issuer all information required to be submitted to the TBRB and any other governmental agencies for approval of the Project or the Bonds and will execute all necessary documents in connection therewith.

Section 4. The Issuer finds, determines, recites and declares that the issuance of the Bonds to provide financing for the Project will promote the public purposes set forth in Section 303 of the Act, including, without limitation, assisting persons of low and moderate income to obtain decent, safe and sanitary housing at rentals they can afford.

Section 5. It is understood by the Issuer that all commitments of the Issuer and the User with respect to the Project and the Bonds are subject to the condition that the Bonds shall have been issued no later than three years from the date of this Resolution, or such other date as shall be mutually satisfactory to the Issuer and the User.

Section 6. It is recognized and agreed by the Issuer that the User may exercise its rights and perform its obligations with respect to the financing of the Project either through (i) itself in its own name; (ii) any of its wholly-owned subsidiaries; (iii) any "related person" as defined in Section 144(a)(3) of the Code; or (iv) any legal successor thereto, respectively, subject to approval of

the Issuer's bond counsel and, provided that suitable guaranties necessary or convenient for the marketability of the Bonds shall be furnished, if required by the Issuer, and all references to the User shall be deemed to include the User acting directly through itself or any such approved entities.

Section 7. The adoption of this Resolution, as requested by the User, shall be deemed to constitute the acceptance of the User's proposal that it be further induced to proceed with providing the Project and this Resolution shall constitute an agreement between the Issuer and the User effective on the date that this Resolution is adopted. This Resolution is affirmative of official action taken by the Issuer towards the issuance of the Bonds within the meaning of Sections 1.1038(a)(5)(i) and (ii) and 1.150-2, Title 26, Code of Federal Regulations, as amended, and applicable rulings of the Internal Revenue Service thereunder, to the end that Bonds issued to reimburse Project costs may qualify for the exemption provisions of Section 142(a)(7) of the Code and that the interest on the Bonds will therefore be excludable from the gross incomes of the holders thereof under the provisions of Section 103(a)(1) of the Code.

**PASSED**, by the Board of Commissioners this 19th day of November 2014.

President: 

Secretary: 

4812-8357-1232, v. 1