
AUSTIN HOUSING FINANCE CORPORATION

and

BOKF, NA
as Trustee

FIRST SUPPLEMENTAL
REGULATORY AND LAND USE RESTRICTION AGREEMENT

\$11,500,000
Austin Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Housing First Oak Springs Project)
Series 2017

Dated as of March 1, 2019

FIRST SUPPLEMENTAL REGULATORY AND LAND USE RESTRICTION AGREEMENT

THIS FIRST SUPPLEMENTAL REGULATORY AND LAND USE RESTRICTION AGREEMENT (this "First Supplement") is made and entered into as of April 1, 2019, between the Austin Housing Finance Corporation (the "Corporation"), a housing finance corporation created pursuant to Chapter 394 of the Texas Local Government Code, as amended, Housing First Oak Springs, a Texas limited partnership (the "Borrower"), Capital One, National Association (the "Bondholder Representative") and BOKF, NA, a national banking association organized under the laws of the United States, as trustee (the "Trustee") under the Indenture (defined below), and amends the Regulatory Agreement (as defined below).

WITNESSETH:

WHEREAS, the Corporation has been duly created and organized by action of the City Council of the City of Austin, Texas (the "Sponsoring Governmental Unit") under the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended (the "Act"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford; and

WHEREAS, the Act authorizes the Corporation to issue bonds to defray, in whole or in part, the development costs of a residential development; and

WHEREAS, the Board of Directors of the Corporation (the "Board") authorized the issuance of the Austin Housing Finance Corporation Multifamily Housing Revenue Bonds (Housing First Oak Springs Project) Series 2017 (the "Bonds"), in the aggregate principal amount not to exceed \$11,500,000 pursuant to and in accordance with the terms of a Trust Indenture, dated as of December 1, 2017 (the "Indenture"), by and between the Corporation and BOKF, NA, as Trustee (the "Trustee"), for the purpose of obtaining funds to finance the acquisition, construction and equipping of the Project (defined below), all under and in accordance with the Constitution and laws of the State of Texas; and

WHEREAS, the Corporation loaned the proceeds of the Bonds to the Borrower, in order to finance the costs of acquisition, construction and equipping of the residential rental project (the "Project") located within the State of Texas, a portion of the units in which are required pursuant to Section 142(d) of the Code to be occupied by persons and families of low and families of moderate income; and

WHEREAS, the Corporation, Bondholder Representative and the Borrower executed and delivered a Loan Agreement, dated as of December 1, 2017 (the "Loan Agreement"), pursuant to which the Corporation agreed to lend funds to the Borrower to enable the Borrower to finance the Project; and

WHEREAS, the Corporation, the Trustee and the Borrower executed and delivered a Regulatory and Land Use Restriction Agreement, dated as of December 1, 2017 (the "Regulatory Agreement"), pursuant to which the Borrower agreed to set aside units for families of low and moderate income; and

WHEREAS, the Borrower, and the Bondholder Representative have requested the Corporation to amend the definition of "Qualified Project Period" in the Regulatory Agreement to clarify that, pursuant to the Code, the Qualified Project Period begins when at least 10% of the units are occupied; and

WHEREAS, the Bondholder Representative and the Borrower have consented to said amendment; and

NOW, THEREFORE, this First Supplement is entered into pursuant to the provisions of the Regulatory Agreement, witnesseth:

Section 1. The definition of "Qualified Project Period" in the Regulatory Agreement is amended to read as follows:

"Qualified Project Period" means, with respect to the Project, the period beginning on first day on which 10 percent of the Units are occupied (which date may be the Closing Date) and ending on the later of (i) the date which is 15 years after the Bond Closing Date, (ii) the first date on which no tax-exempt bond issued with respect to the Project is outstanding for federal income tax purposes, or (iii) the first date on which the Project no longer receives assistance under Section 8 of the United States Housing Act of 1937, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplement to be executed by their duly authorized officers all as of the date and year first set forth above.

AUSTIN HOUSING FINANCE
CORPORATION

By: _____

Name: Rosie Truelove

Title: Treasurer

BOKF, NA, as Trustee

By: _____

Name: Kathy McQuiston

Title: Vice President

HOUSING FIRST OAK SPRINGS, LP, a
Texas limited partnership

By: Housing First Oak Springs, GP, LLC,
a Texas limited liability company, its
General Partner

By: Austin-Travis County Mental
Health and Mental Retardation
Center (d/b/a Integral Care), a
community center created
pursuant to Chapter 534 of the Texas
Health and Safety Code, its manager

By: _____

_____ ,

CAPITAL ONE, NATIONAL
ASSOCIATION, as Bondholder
Representative

By: _____

Name:

Title:

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This Regulatory Agreement was acknowledged before me on _____, 2019, by Rosie Truelove, Treasurer of Austin Housing Finance Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Signature

My Commission expires: _____

(Personalized Seal)

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

This Regulatory Agreement was acknowledged before me on _____, 2019, by Kathy McQuiston, Vice President of BOKF, NA.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Signature

My Commission expires: _____

(Personalized Seal)

ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, ____ of Austin-Travis County Mental Health and Mental Retardation Center (d/b/a Integral Care), a community center created pursuant to Chapter 534 of the Texas Health and Safety Code, on behalf of said community center, the manager of Housing First Oak Springs, GP, LLC, a Texas limited liability company, acting in its capacity as general partner of HOUSING FIRST OAK SPRINGS, LP, a Texas limited partnership

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Signature

My Commission expires: _____

(Personalized Seal)

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

This instrument was acknowledged before me on _____, 2019, by _____,
_____ of Capital One, National Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Signature

My Commission expires: _____

(Personalized Seal)