

RESOLUTION NO. 20230518-AHFC006

RESOLUTION AUTHORIZING THE SECOND AMENDMENT TO THE FUNDING LOAN AGREEMENT FOR THE MULTIFAMILY HOUSING GOVERNMENTAL REVENUE NOTE (LOS PORTALES DE LENA GUERRERO FORMERLY KNOWN AS GOVALLE TERRACE APARTMENTS) SERIES 2019A-1 AND MULTIFAMILY MORTGAGE REVENUE NOTE (LOS PORTALES DE LENA GUERRERO FORMERLY KNOWN AS GOVALLE TERRACE APARTMENTS) SERIES 2019A-2; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS; AUTHORIZING REPRESENTATIVES OF THE AUSTIN HOUSING FINANCE CORPORATION TO EXECUTE DOCUMENTS; AND APPROVING RELATED MATTERS.

WHEREAS, the Austin Housing Finance Corporation (the “Issuer”) has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended (the “Act”), to finance 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 Issuer to issue bonds to defray, in whole or in part, the development costs of a residential development; and

WHEREAS, pursuant to the terms of the Funding Loan Agreement dated as of November 1, 2019 (the “Funding Loan Agreement”), the Governmental Lender issued its Multifamily Mortgage Revenue Note (Los Portales De Lena Guerrero formerly known as Govalle Terrace Apartments) Series 2019A-1 in the principal amount of \$8,100,000 (the “Series 2019A-1 Governmental Lender Note”) and its Multifamily Mortgage Revenue Note (Los Portales De Lena Guerrero formerly known as Govalle Terrace Apartments) Series 2019A-2 in the principal amount of \$4,900,000 (the “Series 2019A-2 Governmental Lender

Note” and, together with the Series 2019A-1 Governmental Lender Note, the “Governmental Lender Notes”); and

WHEREAS, the Bonds were issued and entered into the Funding Loan Agreement and a Borrower Loan Agreement dated as of November 1, 2019 (the “Borrower Loan”), pursuant to which the Governmental Lender funded the Borrower Loan to Govalle Terrace Partners, LP, a Texas limited partnership (the “Borrower”); and

WHEREAS, the parties entered into a First Amendment to Funding Loan Agreement dated as of December 1, 2022; and

WHEREAS, the Borrower desires to amend the Funding Loan Agreement pursuant to a Second Amendment to Funding Loan Agreement (the “Second Amendment”); **NOW, THEREFORE**,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUSTIN HOUSING FINANCE CORPORATION:

Section 1.1 Approval, Execution, and Delivery of the Second Amendment.

The form and substance of the Second Amendment (including the form of Note therein), are approved in substantially final form, with such changes therein as may be approved by the authorized representatives of the Issuer named in this Resolution at the time of execution and delivery thereof, and the authorized representatives of the Issuer named in this Resolution each are authorized to execute and attest to (if required) the Second Amendment and to deliver the Second Amendment to the Fiscal Agent.

Section 1.2 Execution and Delivery of Other Documents.

The authorized representatives of the Issuer named in this Resolution each are authorized to execute, attest to, and to affix the Issuer's seal to such other agreements, commitments, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, notices of acceptance, written requests, and other papers as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 1.3 Exhibits Incorporated Herein.

That all of the terms and provisions of each of the documents listed below as an exhibit are hereby incorporated into and made a part of this Resolution for all purposes:

Exhibit A – Second Amendment to Funding Loan Agreement

Section 1.4 Power to Revise Form of Documents.

The authorized representatives of the Issuer named in this Resolution each are authorized to approve such revisions in the form of the document attached hereto as may be acceptable to such authorized representative or authorized representatives, following consultation with McCall, Parkhurst & Horton L.L.P., Bond Counsel to the Issuer, with such approval to be evidenced by the execution of such documents by the authorized representatives of the Issuer named in this Resolution.

Section 1.5 Authorized Representatives.

The President, Vice President, Treasurer, Secretary, and Manager each is hereby named as an authorized representative of the Issuer, acting alone, for

purposes of executing, attesting, affixing the Issuer's seal to, and delivering the documents and instruments referred to herein.

Section 1.6 Meeting. The meeting at which this Resolution was adopted was held on May 4, 2023, and a quorum was present. Such meeting was held in accordance with the requirements of applicable law and Issuer's bylaws.

ADOPTED: May 18, 2023

ATTEST:



Myrna Rios
Secretary

EXHIBIT A

_____ AMENDMENT TO FUNDING LOAN AGREEMENT

THIS _____ AMENDMENT TO FUNDING LOAN AGREEMENT (this “**Amendment**”), is made and entered into as of _____ 1, 2023, by and among by CITIBANK, N.A., (together with any successor hereunder, the “**Funding Lender**”), AUSTIN HOUSING FINANCE CORPORATION, a public nonprofit corporation organized and existing under the laws of the State of Texas (together with its successors and assigns, the “**Governmental Lender**”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, organized and existing under the laws of the United States of America, as fiscal agent (the “**Fiscal Agent**”). Capitalized terms are defined in Section 1.1 of this Funding Loan Agreement.

RECITALS

- A. The parties entered into a Funding Loan Agreement dated as of November 1, 2019 (the “**Funding Loan Agreement**”), pursuant to which the Governmental Lender funded the Borrower Loan to Govalle Terrace Partners, LP, a Texas limited partnership (the “**Borrower**”).
- B. The parties previously entered into a First Amendment to Funding Loan Agreement dated as of December 1, 2022 and a Second Amendment to Funding Loan Agreement dated as of June 1, 2023, pursuant to which revisions were made to the Funding Loan Agreement in connection with the extension of the Outside Conversion Date to June 1, 2023 and to September 1, 2023, respectively.
- C. Pursuant to the terms of the Funding Loan Agreement, the Governmental Lender issued its Multifamily Mortgage Revenue Note (Govalle Terrace Apartments) Series 2019A-1 in the maximum principal amount of \$8,100,000 (the “**Series 2019A-1 Governmental Lender Note**”) and its Multifamily Mortgage Revenue Note (Govalle Terrace Apartments) Series 2019A-2 in the maximum principal amount of \$4,900,000 (the “**Series 2019A-2 Governmental Lender Note**” and, together with the Series 2019A-1 Governmental Lender Note, the “**Governmental Lender Notes**”).
- D. On _____, 2023 (the “**Conversion Date**”), Conversion took place pursuant to the Construction Funding Agreement and the other applicable Funding Loan Documents with a final Permanent Period Amount of \$ _____ (the “**Permanent Period Amount**”).
- E. Due to the fact that the Permanent Period Amount is greater than the outstanding amount of the Series A-1 Governmental Lender Note, a portion of the outstanding amount of the Series A-2 Governmental Lender Note is required to remain outstanding for the Permanent Period, which necessitates that the Maturity Date applicable to the Series A-2 Governmental Lender Note be revised from June 1, 2023 to December 1, 2037.
- F. The Funding Lender has also requested that it have the right to exchange the Governmental Lender Notes for one consolidated Governmental Lender Note with

a face amount equal to the aggregate principal amount of the Governmental Lender Notes.

NOW, THEREFORE, in consideration of the premises and of the origination and funding of the Funding Loan by the Funding Lender, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The following definitions in Section 1.1 of the Funding Loan Agreement are amended and restated as set forth below:

"Maturity Date" shall mean December 1, 2037 for the Series A-1 Governmental Lender Note and December 1, 2037 for the Series A-2 Governmental Lender Note.

2. The second to last sentence of the first paragraph of Section 2.2 of the Funding Loan Agreement is hereby replaced with the following sentence:

In connection with Conversion, the Funding Lender shall have the right to exchange the then existing Series 2019 A-1 Governmental Lender Note and the existing Series 2019 A-2 Governmental Lender Note on or after the Conversion Date for one new Governmental Lender Note with a dated date of the Conversion Date and in a stated principal amount equal to the then outstanding aggregate principal amount of the Series 2019 A-1 Governmental Lender Note and the Series 2019 A-2 Governmental Lender Note, which amount will equal the Permanent Period Amount of the Borrower Loan.

2. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Funding Loan Agreement.

3. The provisions of the Funding Loan Agreement not expressly amended herein shall remain unchanged.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Governmental Lender, the Funding Lender and the Fiscal Agent have caused this _____ Amendment to Funding Loan Agreement to be executed and delivered by duly authorized officers thereof as of the day and year first written above.

**AUSTIN HOUSING FINANCE
CORPORATION**

By: _____
Name:
Title:

[GOVERNMENTAL LENDER'S SIGNATURE PAGE TO GOVALLE TERRACE
_____ AMENDMENT TO FUNDING LOAN AGREEMENT]

EXHIBIT A

CITIBANK, N.A.

By: _____
Name:
Title:

[INITIAL FUNDING LENDER'S SIGNATURE PAGE TO GOVALLE TERRACE
_____ AMENDMENT TO FUNDING LOAN AGREEMENT]

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Fiscal Agent**

By: _____
Name:
Title:

[FISCAL AGENT'S SIGNATURE PAGE TO GOVALLE TERRACE
_____ AMENDMENT TO FUNDING LOAN AGREEMENT]