



SAN ANTONIO HOUSING FACILITY CORPORATION MEETING DEC. 3, 2020



BOARD OF DIRECTORS

Dr. Ana "Cha" Guzmán Chair	Jessica Weaver Vice Chair	Charles Clack Director	Jo-Anne Kaplan Director	Olga Kauffman Director	Ignacio Perez Director	Ruth Rodriguez Director
-------------------------------	------------------------------	---------------------------	----------------------------	---------------------------	---------------------------	----------------------------

SAN ANTONIO HOUSING FACILITY CORPORATION
***BOARD MEETING**
TELECONFERENCE

Call In Phone Number: (346) 248-7799
Meeting ID: 89745200921# Passcode: 486908#
1:00 p.m., Thursday, December 3, 2020

The Board of Directors will convene for a Board meeting via teleconference for discussion on the following matters:

MEETING CALLED TO ORDER

1. The Board of Directors may hold a closed meeting pursuant to Texas Government Code § 551.071-076 for consultation concerning attorney-client matters, real estate, litigation, personnel, and security matters. The Board reserves the right to enter into closed meeting at any time, during the course of the meeting.

PUBLIC COMMENT

2. Public Comment - Citizens are provided up to three minutes each to speak to any agenda items. Citizens wishing to speak to items posted on the agenda should access Phone Number: **(346) 248-7799** and enter Meeting ID: **89745200921#** and Passcode: **486908#**, prior to 1:00 p.m.

Now is the time for public comments. The Board asks the public to address concerns related to SAHA matters and policy and not include statements that may be considered defamatory of any individual. The Board encourages members of the public to direct specific concerns or problems to SAHA staff for more prompt resolution.

MINUTES

3. Minutes
 - Approval of the November 5, 2020, San Antonio Housing Facility Corporation Meeting minutes

INDIVIDUAL ITEMS FOR CONSIDERATION

4. Consideration and approval regarding Resolution 20FAC-11-19, authorizing the modification and extension of a revolving line of credit in the original face amount of \$3,000,000.00 from Frost Bank and authorizing the execution and delivery on behalf of SAHFC of all required documents, certificates, and agreements (Ed Hinojosa, Chief Financial Officer; Diana Kollodziej Fiedler, Director of Finance and Accounting)
5. Consideration and approval regarding Resolution 20FAC-11-20, San Antonio Housing Authority authorizes its affiliated entity, the San Antonio Housing Facility Corporation (SAHFC) to authorize the Potranco transaction, including the execution of all documentation necessary to carry out the transaction; authorizing the acquisition of the real property, the development and construction of the apartments and the ground lease of such real property to the public-private partnership entity; and authorizing the membership interest in SAHFC Potranco LP, LLC and authorizing the financing for

such transaction; and other matters in connection therewith (Timothy E. Alcott, Chief Legal and Real Estate Officer)

6. Consideration and approval regarding Resolution 20FAC-12-03 authorizing Horizon Pointe Apartments transaction, including the execution of all documentation necessary to carry out the transaction; and authorizing all filings and agreements with Texas Department Of Housing and Community Affairs in connection with applications for low income housing tax credits; and receipt for the transaction and the lease of such land for the transaction; and authorizing the acquisition of the membership interest in SAHA Horizon Pointe GP, LLC; and authorizing the financing for such transaction; and authorizing San Antonio Housing Facility Corporation to serve as the general contractor; and other matters in connection therewith (Timothy E. Alcott, Chief Legal and Real Estate Officer)

7. Adjournment

*Note: Whenever the Texas Open Meetings Act (Section 551.001 et seq. of the Texas Government Code) provides for a closed meeting in matters concerning legal advice, real estate, contracts, personnel matters, or security issues, the Board may find a closed meeting to be necessary. For the convenience of the citizens interested in an item preceded by an asterisk, notice is given that a closed meeting is contemplated. However, the Board reserves the right to go into a closed meeting on any other item, whether it has an asterisk, when the Board determines there is a need and a closed meeting is permitted.

**MINUTES
SAN ANTONIO HOUSING FACILITY CORPORATION
November 5, 2020**

SCHEDULED: 1:00 p.m. teleconference meeting Call In Phone Number: (346) 248-7799, Meeting ID: 93839434337# Passcode: 654170#

DIRECTORS PRESENT:

Dr. Ana “Cha” Guzman, Chair
Jessica Weaver, Vice Chair
Charles Clack, Director
Jo-Anne Kaplan, Director
Olga Kauffman, Director
Ruth Rodriguez, Director

DIRECTORS ABSENT:

Ignacio Perez, Director

COUNSEL: Doug Poneck, Escamilla & Poneck, LLP

STAFF:

David Nisivoccia, President and CEO
Ed Hinojosa, Chief Financial Officer
Muriel Rhoder, Chief Administrative Officer
Brandee Perez, Chief Operating Officer
Timothy E. Alcott, Chief Legal and Real Estate Officer
Jo Ana Alvarado, Director of Innovative Technology
Kristi Baird, Director of Beacon Communities
Diana Kollodziej Fiedler, Director of Finance and Accounting
Domingo Ibarra, Director of Security
Aiyana Longoria, Director of Internal Audit
Hector Martinez, Director of Construction Services and Sustainability

Richard Milk, Director of Policy and Planning
Steven Morando, Director of Procurement and General Services
Michael Reyes, Director of Communications and Public Affairs
Lorraine Robles, Director of Development Services and Neighborhood Revitalization
Janie Rodriguez, Director of Human Resources
Tom Roth, Director of Asset Management
Joel Tabar, Director of Community Development Initiatives
Zachariah Woodard, Interim Director of Federal Housing Programs

Item 1: Meeting called to order
Chair Dr. Ana “Cha” Guzman called the meeting to order at 5:21 p.m.

Item 2: Public Comment
There were no citizens who spoke to the agenda.

Item 3: Minutes

- Approval of the October 8, 2020, San Antonio Housing Facility Corporation Meeting minutes

OPERATIONS

Item 4: Consideration and approval regarding Resolution 20FAC-10-22, concerning the application of ARDC Springview, Ltd. relating to the proposed financing of up to \$35,000,000.00 of the costs of the acquisition, construction, and equipping of the

Artisan at Springview Apartments, to be located at 210 S. Grimes St., San Antonio, Texas; and other matters in connection therewith (Timothy E. Alcott, Chief Legal and Real Estate Officer, Lorraine Robles, Director of Development Services and Neighborhood Revitalization, and William Walter, Coats Rose)

Item 5: **Consideration and approval regarding Resolution 20FAC-10-23, approving the issuance of Sunshine Plaza Apartments, Incorporated’s Promissory Note to Frost Bank in an amount not to exceed \$4,000,000.00 to be secured by a mortgage lien on Sunshine Apartments. Loan proceeds will be used to finance immediate and long term capital repairs and improvements at Sunshine Apartments; authorizing the President and CEO or designee to execute all documentation necessary to carry out the transaction; and other matters in connection therewith** (Thomas Roth, Director of Asset Management)

Motion: Vice Chair Weaver moved to approve items 3-5. Director Clack seconded the motion. Approved.

Member	Aye	Nay	Absent At Time of Vote	Abstained
Dr. Ana “Cha” Guzman, Chair	X			
Jessica Weaver, Vice Chair	X			
Charles Clack, Commissioner	X			
Jo-Anne Kaplan, Commissioner	X			
Olga Kauffman, Commissioner	X			
Ruth Rodriguez, Commissioner	X			

Item 6: **Adjournment.**
With no objections, Chair Guzman adjourned the meeting at 5:23 p.m.

ATTEST:

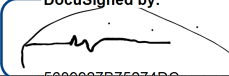
Ana M. “Cha” Guzman
Chair, Board of Directors

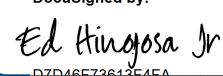
Date

David Nisivoccia
Secretary/Treasurer

Date

SAN ANTONIO HOUSING FACILITY CORPORATION**December 3, 2020****BOARD OF DIRECTORS****RESOLUTION 20FAC-11-19, AUTHORIZING THE MODIFICATION AND EXTENSION OF A REVOLVING LINE OF CREDIT IN THE ORIGINAL FACE AMOUNT OF \$3,000,000.00 FROM FROST BANK AND AUTHORIZING THE EXECUTION AND DELIVERY ON BEHALF OF SAHFC OF ALL REQUIRED DOCUMENTS, CERTIFICATES, AND AGREEMENTS**

DocuSigned by:

5009927B75274BC...
David Nisivoccia
President and CEO

DocuSigned by:

D7D46F73613F4FA...
Ed Hinojosa
Chief Financial Officer

REQUESTED ACTION:

Consideration and approval regarding Resolution 20FAC-11-19, authorizing the modification and extension of a revolving line of credit in the original face amount of \$3,000,000.00 from Frost Bank and authorizing the execution and delivery on behalf of SAHFC of all required documents, certificates, and agreements.

FINANCIAL IMPACT:

SAHA has received a Preliminary Discussion Sheet from Frost Bank to extend and modify the Facility Corporation's \$3,000,000.00 revolving line of credit. The loan term will be for a period of three (3) years at a rate equal to prime plus 0.25%. The all-in rate as of October 30, 2020, is 3.50%. A processing fee in the amount of \$3,000.00 will be payable by the Borrower in immediately available funds upon the closing of the Loan.

SUMMARY:

The term of the loan is for three (3) years collateralized by the Deed of Trust on land and improvements at 818 South Flores St., San Antonio Texas, 78204. Examples of activities the line of credit may be used for include providing funding for the development of future affordable housing projects and providing short-term funding for renovations and/or improvements at our Affordable Housing communities, as well as at our Central Office building.

STRATEGIC GOAL:

Transform core operations to be a high performing and financially strong organization.

ATTACHMENTS:

Resolution 20FAC-11-19
Term Sheet
Modification, Renewal and Extension Agreement

CERTIFICATE FOR RESOLUTION 20FAC-11-19

The undersigned officer of the San Antonio Housing Facility Corporation, a Texas non profit corporation created pursuant to the laws of the State of Texas ("SAHFC") hereby certifies as follows:

1. In accordance with the bylaws of SAHFC, the Board of Directors of SAHFC (the "Board") held a meeting on December 3, 2020 (the "Meeting") of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

RESOLUTION 20FAC-11-19, AUTHORIZING THE MODIFICATION AND EXTENSION OF A REVOLVING LINE OF CREDIT IN THE ORIGINAL FACE AMOUNT OF \$3,000,000.00 FROM FROST BANK AND AUTHORIZING THE EXECUTION AND DELIVERY ON BEHALF OF SAHFC OF ALL REQUIRED DOCUMENTS, CERTIFICATES, AND AGREEMENTS

(the "Resolution") was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board's minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the articles of incorporation and bylaws of SAHFC.

SIGNED AND SEALED this 3rd day of December 2020.



David Nisivoccia
Secretary/Treasurer

**San Antonio Housing Facility Corporation
Resolution 20FAC-11-19**

RESOLUTION 20FAC-11-19, AUTHORIZING THE MODIFICATION AND EXTENSION OF A REVOLVING LINE OF CREDIT IN THE ORIGINAL FACE AMOUNT OF \$3,000,000.00 FROM FROST BANK AND AUTHORIZING THE EXECUTION AND DELIVERY ON BEHALF OF SAHFC OF ALL REQUIRED DOCUMENTS, CERTIFICATES, AND AGREEMENTS

WHEREAS, the San Antonio Housing Facility Corporation (“SAHFC”) is a Texas non profit corporation created by the Housing Authority of the City of San Antonio, Texas, (“SAHA”) pursuant to the laws of the State of Texas; and

WHEREAS, in 2008, SAHFC entered into a revolving line of credit with Frost Bank, a Texas state bank (then known as Frost National Bank) in the original face amount of \$3,000,000.00, which line of credit has expired; and

WHEREAS, SAHFC desires to modify and extend its revolving line of credit arrangement with Frost Bank (“Lender”) in the original face amount of \$3,000,000.00 (the “Loan”), the proceeds of which Loan may be used for the short-term borrowing needs of either SAHFC or SAHA; and

WHEREAS, SAHFC is the fee simple owner of certain real property and improvements located at 818 South Flores, San Antonio, Texas 78204 (the “Corporate Office”), which Corporate Office is leased to SAHA pursuant to that certain Lease Agreement dated September 1, 1995, as amended by that certain First Amendment to Lease Agreement dated as of October 14, 2008, and as it may be amended to accommodate this modification and extension of the Loan (as amended, the “Lease”); and

WHEREAS, the Loan will be secured by, among other things, (i) a deed of trust, security agreement, financing statement pledging all of SAHFC’S right, title and interest in and to the Corporate Office for the benefit of Frost Bank, and (ii) the rent payable under the Lease; and

WHEREAS, the Board of Directors of SAHFC (the “Board”) has determined that it is in the public interest and to the benefit of the citizens and residents of San Antonio for the various entities to enter into the transactions described above; and

WHEREAS, the Board has reviewed the foregoing and determined that the action herein authorized is in furtherance of the corporate purposes of SAHFC.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Antonio Housing Facility Corporation hereby:

Section 1. The President, Vice President, Secretary/Treasurer, or any Assistant Secretary/Treasurer, or any of them, and, if required by the form of the document, the President, Vice President, Secretary/Treasurer, or any Assistant Secretary/Treasurer, or any of them, are hereby authorized and directed to modify and extend the revolving line of credit in the amount of \$3,000,000.00 from the Lender, upon such terms and conditions as the said officer shall in his or her sole discretion deem necessary or advisable; to execute and deliver on behalf of SAHFC all new, amended or modified and extended promissory notes, deeds of trust, security

instruments, documents, certificates and agreements (collectively, the "Loan Documents") required by Lender, including without limitation new, amended or modified and extended versions of the following loan documents:

1. Revolving Promissory Note;
2. Deed of Trust, Security Agreement – Financing Statement;
3. Assignment of Leases and Rents;
4. Borrower's Affidavit;
5. Arbitration and Notice of Final Agreement;
6. Environmental Indemnity Agreement;
7. Financing Statement Exhibit;
8. Subordination and Attornment Agreement;
9. Second Amendment to Lease Agreement;
10. Tenant Estoppel Certificate; and
11. Certificate for Resolutions.

and to do any and all things in connection with such line of credit or any renewal, extension or rearrangement thereof that such officer deems necessary or advisable and in the best interests of SAHFC.

Section 2. The President, Vice President, Secretary/Treasurer, or any Assistant Secretary/Treasurer, or any of them, and, if required by the form of the document, the President, Vice President, Secretary/Treasurer, or any Assistant Secretary/Treasurer, or any of them, of SAHFC are authorized and directed to modify, execute and deliver any of the documents to be signed by or consented to by SAHFC, and any and all certificates and other instruments necessary to carry out the intent thereof and hereof. The President, Vice President, Secretary/Treasurer, or any Assistant Secretary/Treasurer is authorized to negotiate and approve such changes in, or additions to, the terms of any of the documents (prior to the execution and delivery thereof), including amendments, renewals, and extensions, as such officers shall deem necessary or appropriate upon the advice of counsel to SAHFC, and approval of the terms of any of the documents by such officers shall be conclusively evidenced by the execution and delivery of such documents.

Section 3. All acts of the President, any Vice President, Secretary or Treasurer of SAHFC authorized and directed herein, including the execution and delivery of the Loan Documents and all other documents referenced herein relating to the line of credit herein referenced, are reasonably expected to benefit, directly or indirectly, SAHFC.

Section 4. All actions heretofore taken by the directors or the officers of SAHFC, and all things done by their authority, in connection with the transaction described herein, be and the same are hereby ratified, approved and adopted as the acts of SAHFC.

Section 5. Said officers are authorized and empowered to perform all acts and execute and deliver all instruments, documents and agreements required by Lender to carry out the purposes of these resolutions.

Section 6. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause,

or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 8. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 10. This Resolution shall be in force and effect from and after its passage.

Passed and approved the 3rd day of December 2020.

Ana M. "Cha" Guzman
Chair, Board of Directors

Attested and approved as to form:

David Nisivoccia
Secretary/Treasurer

**CONFIDENTIAL
TERM SHEET
FOR
SAN ANTONIO HOUSING FACILITY CORPORATION**

October 30, 2020

The following Term Sheet (this “Term Sheet”) is not a commitment to lend money; rather, it is intended to be a preliminary outline of possible loan terms only and does not purport to contain all of the terms, conditions, covenants, representations, warranties, and other provisions with respect to the subject credit facility, which will be contained in definitive loan documentation, if any, and which may differ from those contained herein. Other terms and provisions not contained in this Term Sheet may be considered and/or required by Lender, in its sole and absolute discretion, prior to final approval of the subject credit facility and the execution of definitive loan documentation, if any, with respect to the subject credit facility, based upon Lender’s due diligence and credit underwriting standards (as determined by Lender in its sole and absolute discretion). Further, Lender, in its sole and absolute discretion, will decide whether to approve the subject credit facility, commit to the subject credit facility, and enter into definitive loan documentation with respect to the subject credit facility. Final approval of the subject credit facility may be conditioned upon modification or adjustment of the terms contained herein. Neither Lender nor Borrower will have any liability to the other should either party elect, for any reason, (i) not to proceed forward with respect to the subject credit facility, or (ii) not to enter into definitive loan documentation with respect to the subject credit facility.

The terms and existence of this Term Sheet are confidential to Borrower and Guarantor, if any, and may not be disclosed by Borrower or Guarantor, if any, except as may be approved in writing by Lender.

This Term Sheet expires 60 days from the date hereof.



TERM SHEET

Borrower:	San Antonio Housing Facility Corporation (“ <u>Borrower</u> ”).
Lender:	Frost Bank (“ <u>Lender</u> ”).
Guarantor:	Not applicable.
Credit Facility:	\$3,000,000 revolving line of credit (the “ <u>Loan</u> ”). The Loan will be documented on Lender’s standard forms of Loan Documents (as defined below).
Availability and Purpose:	The Loan will be available on and after the Closing Date (as defined below) in multiple advances to finance the working capital needs and general corporate purposes of Borrower. The Loan may be borrowed, repaid, and re-borrowed up to but excluding the Maturity Date (as defined below).
Closing Date:	Not later than December 31, 2020 (the “ <u>Closing Date</u> ”).
Maturity:	The Loan will mature October 14, 2023 (the “ <u>Maturity Date</u> ”).
Interest Rate:	The “Latest” U.S. prime rate as quoted in <i>The Wall Street Journal (U.S. Edition)</i> , plus 0.25% per annum, with said rate to be adjusted to account for any changes in said prime rate; <i>provided, however</i> , in no event shall the resulting rate be less than 3.50%. The prime rate will be defined in the Loan Documents in accordance with Lender’s standard practices.
Swap Option:	Not applicable.
Payment Terms:	Interest only will be due and payable monthly as it accrues until the Maturity Date, when the entire amount of the Loan, principal and interest then remaining unpaid, will be then due and payable.
Loan Fees:	A processing fee in the amount of \$3,000 will be payable by Borrower in immediately available funds upon the closing of the Loan.
Voluntary Prepayments:	The Loan may be prepaid, in whole or in part, without premium or penalty.
Collateral:	<p>The Loan with Lender will be secured by a valid and perfected first priority lien (subject to liens permitted under the Loan Documents) on the following assets of Borrower whether owned on the Closing Date or thereafter acquired (collectively, the “Collateral”):</p> <ul style="list-style-type: none"> (a) Deed of Trust on the property and the underlying land acreage located at 818 S. Flores St. San Antonio TX 78204. (b) Assignment of Leases and Rents covering the Collateral. <p>All pledges, security interests, and liens covering the Collateral will be created on terms and pursuant to definitive loan documentation satisfactory to Lender in its sole and absolute discretion. The Collateral shall also secure all other indebtedness and obligations</p>

Reporting Requirements:	<p>Borrower, as applicable, will provide to Lender throughout the term of the Loan the following:</p> <ul style="list-style-type: none"> (a) <u>Annual Statements</u>. Audited financial statements of Borrower within 180 days after the end of each fiscal year. (b) <u>Interim Statements</u>. Internal financial statements of Borrower within 45 days after the end of each fiscal quarter. (c) <u>Additional Financial Information</u>. Additional financial information from time to time as may be requested by Lender. (d)
Closing Conditions:	<p>Closing of the Loan shall be conditioned upon Lender's receipt, approval, or completion of the following items, all in form and substance satisfactory to Lender:</p> <ul style="list-style-type: none"> (a) Final credit approval; (b) Delivery of definitive, executed Loan Documents and other third party agreements (e.g., subordination agreements, assignments, etc.), as applicable; (c) Delivery of documents such as legal opinions, organizational documents, and other customary instruments for a transaction of this type; (d) Verification of all equity spent; (e) Property, liability, and other insurance in such amounts and with such coverage required by Lender; (f) Other due diligence items relating to the Collateral; and <p>Payment of all fees required to be paid to Lender and all expenses for which invoices have been presented.</p>
Loan Documentation:	<p>The Loan will be subject to the execution and delivery by Borrower, Guarantor, if any, other applicable obligors, and Lender of definitive loan documentation on Lender's customary forms for commercial loan transactions of this type, as may be modified to reflect the terms in this Term Sheet and other agreed-upon terms, and which will include all or some of the following: loan agreement, promissory note(s), deed(s) of trust, security agreement(s), pledge agreement(s), guaranty(ies), UCC-1 financing statement(s), and other related documentation (collectively, the "<u>Loan Documents</u>"). The Loan Documents will contain representations, warranties, covenants (affirmative and negative), conditions, default provisions, and other provisions usual and customary for a transaction of this type and as agreed upon by Lender and Borrower and Guarantor, if any, or other applicable obligors.</p>
Expenses:	<p>Borrower shall pay all of the following out-of-pocket costs and expenses incurred by Lender (collectively, the "<u>Expenses</u>"): (a) expenses related to making credit and legal evaluations, evaluating collateral and the like, Lender's ongoing due diligence investigations, travel expenses, costs of appraisers, engineers, inspectors, consultants, and attorneys, and all other expenses incurred in connection with the evaluation and origination of the Loan (regardless of whether the Loan Documents are executed and delivered and the Loan actually closes); (b) expenses related to the preparation, execution, delivery, administration, amendment, or waiver of the Loan Documents (including the reasonable fees, disbursements, and other charges of counsel to Lender and, if necessary, of one special counsel and one local counsel in any relevant jurisdiction); and (c) expenses (including the fees, disbursements</p>

	and other charges of counsel to Lender and, if necessary, of one special counsel and one local counsel in any relevant jurisdiction) in connection with the enforcement of the Loan Documents, including in connection with workouts or restructurings. If for any reason the Loan contemplated by this Term Sheet does not close, Borrower shall immediately reimburse Lender for all of the applicable Expenses incurred with respect to same.
--	--

TRANSACTION CONTACT INFORMATION:

Questions regarding this Term Sheet may be directed to:

Manuel Long	Tel. (210) 220-5372	manuel.long@frostbank.com
Anthony White	Tel. (210) 220-6996	awhite@frostbank.com

* * * * *

When Recorded, Return To:
FROST BANK
P.O. Box 1600
San Antonio, Texas 78296
Loan Documentation Department, RB-2
Ref: 1204031-9008

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



MODIFICATION, RENEWAL AND EXTENSION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

THIS MODIFICATION, RENEWAL AND EXTENSION AGREEMENT ("Agreement") to be effective as of October 14, 2020, ("Effective Date") is entered into by and between **FROST BANK**, a Texas state bank, formerly known as The Frost National Bank ("Lender"), and **SAN ANTONIO HOUSING FACILITY CORPORATION**, a Texas non-profit corporation ("Borrower").

RECITALS:

A. Lender is the sole owner and holder of that one certain Revolving Promissory Note (the "Note") dated October 14, 2008, executed by Borrower and payable to the order of Lender in the original principal amount of Three Million and No/100 Dollars (\$3,000,000.00).

B. The Note is secured by (i) a Deed of Trust, Security Agreement - Financing Statement executed by Borrower to Jimmy R. Locke, Trustee, dated October 14, 2008 (the "Deed of Trust"), filed for record at Volume 13741, Page 1514 of the Real Property Records of Bexar County, Texas, covering certain real property located in said county as more particularly described in Exhibit A attached hereto (the "Property"), and (ii) an Assignment of Leases and Rents covering the Property executed by Borrower, dated October 14, 2008 (the "Assignment"), filed for record at Volume 13741, Page 1501 of the Real Property Records of Bexar County, Texas. The Note, the Deed of Trust, the Assignment and such other documents, instruments and agreements evidencing, securing or pertaining to the Note and all modifications, renewals and extensions thereof are hereafter collectively referred to as the "Loan Documents."

C. The Note was modified, renewed and extended pursuant to (i) that certain Modification, Renewal and Extension Agreement executed by Borrower, dated October 14, 2011, and filed for record at Volume 15289, Page 276 of the Real Property Records of Bexar County, Texas, (ii) that certain Modification, Renewal and Extension Agreement executed by Borrower, dated October 14, 2014, and filed for record at Volume 17292, Page 909 of the Real Property Records of Bexar County, Texas, and (iii) that certain Modification, Renewal and Extension Agreement executed by Borrower, dated October 14, 2017, and filed for record at Volume 18918, Page 867 of the Real Property Records of Bexar County, Texas.

D. The Note matured in accordance with its terms on October 14, 2020, and Borrower has requested that Lender extend the maturity date of the Note.

E. Lender has agreed to such requests, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Borrower and Lender hereby agree as follows:

1. Acknowledgment of Amount of Credit. The parties hereto acknowledge that (a) the total principal amount which Lender was originally obligated to advance to Borrower pursuant to the Note was THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00); (b) as of the Effective Date hereof, (i) the outstanding current principal balance of the Note is \$47,002.50 and which has been advanced by Lender to Borrower, and (ii) there remains a balance of \$2,952,997.50 to be advanced to Borrower pursuant to and in accordance with the terms and provisions of the Note.

2. Renewal and Extension of Maturity. Based upon Borrower's payment of \$3,000.00 to Lender as an origination fee, the Note is hereby renewed and the maturity of the Note is hereby extended to October 14, 2023 (the "Revised Maturity Date").

3. Required Payments. From and after the effective date of this Agreement, principal and interest under the Note shall be due and payable as follows:

Interest only shall be due and payable monthly as it accrues on the 1st day of each and every calendar month, beginning November 1, 2020, and continuing regularly and monthly thereafter until October 14, 2023, when the entire amount hereof, principal and interest then remaining unpaid, shall be then due and payable; interest being calculated on the unpaid principal each day principal is outstanding and all payments made credited to any collection costs and late charges, to the discharge of interest accrued and to the reduction of the principal, in such order as Lender shall determine.

4. Interest Rate. The annual interest rate provided for in the Note shall be amended such that interest shall be charged from and after the effective date of this Agreement as follows:

Interest on the outstanding and unpaid principal balance hereof shall be computed at a per annum rate equal to the lesser of (a) a rate equal to the Prime Rate, plus one-

quarter percent (0.25%) per annum, *provided, however*, in no event shall the resulting rate be less than 3.50%, or (b) the highest rate permitted by applicable law, but in no event shall interest contracted for, charged or received hereunder plus any other charges in connection herewith which constitute interest exceed the maximum interest permitted by applicable law, said rate to be effective prior to maturity (however such maturity is brought about). The term "Prime Rate," as used herein, shall mean the maximum "Latest" "U.S." prime rate of interest per annum published from time to time in the Money Rates section of The Wall Street Journal (US Edition) or in any successor publication to The Wall Street Journal. Borrower understands that the Prime Rate may not be the best, lowest, or most favored rate of Lender or The Wall Street Journal, and any representation or warranty in that regard is expressly disclaimed by Lender. Borrower acknowledges that (i) if more than one U.S. prime rate is published at any time by The Wall Street Journal, the highest of such prime rates shall constitute the Prime Rate hereunder, and (ii) if at any time The Wall Street Journal ceases to publish a U.S. prime rate, Lender shall have the right to select a substitute rate that Lender determines, in the exercise of its reasonable commercial discretion, to be comparable to such prime rate, and the substituted rate as so selected, upon the sending of written notice thereof to Borrower, shall constitute the Prime Rate hereunder. Upon each increase or decrease hereafter in the Prime Rate, the rate of interest upon the unpaid principal balance hereof shall be increased or decreased by the same amount as the increase or decrease in the Prime Rate, such increase or decrease to become effective as of the day of each such change in the Prime Rate and without notice to Borrower or any other person.

Interest shall be computed on a per annum basis of a year of 360 days and for the actual number of days elapsed, unless such calculation would result in a rate greater than the highest rate permitted by applicable law, in which case interest shall be computed on a per annum basis of a year of 365 days or 366 days in a leap year, as the case may be.

5. Controlling Agreement. No provisions of this Agreement or the Loan Documents shall require the payment or permit the collection, application or receipt of interest in excess of the maximum permitted by applicable state or federal law. If any excess of interest in such respect is herein or in any such other instrument provided for, or shall be adjudicated to be so provided for herein or in any such instrument, the provisions of this paragraph shall govern, and neither Borrower nor any endorers of the Note nor their respective successors, assigns or personal representatives shall be obligated to pay the amount of such interest to the extent it is in excess of the amount permitted by applicable law. It is expressly stipulated and agreed to be the intent of Borrower and Lender to at all times comply with the usury and other laws relating to the Loan Documents and any subsequent revisions, repeals or judicial interpretations thereof, to the extent applicable thereto. In the event Lender or other holder of the Note ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the Note and, if upon such application the principal balance of the Note is paid in full, any remaining excess shall be forthwith paid to Borrower and the provisions of the Loan Documents shall immediately be deemed reformed and the amounts thereafter collectible thereunder reduced, without the necessity of execution of any new document, so as to comply with the then

applicable law, but so as to permit the recovery of the fullest amount otherwise called for thereunder. In determining whether or not the interest paid or payable under any specific contingency exceeds the maximum interest allowed to be charged by applicable law, Borrower and Lender or other holder hereof shall, to the maximum extent permitted under applicable law, amortize, prorate, allocate and spread the total amount of interest throughout the entire term of the Note so that the amount or rate of interest charged for any and all periods of time during the term of the Note is to the greatest extent possible less than the maximum amount or rate of interest allowed to be charged by law during the relevant period of time. Notwithstanding any of the foregoing, if at any time applicable laws shall be changed so as to permit a higher rate or amount of interest to be charged than that permitted prior to such change, then unless prohibited by law, references in the Note to "applicable law" for purposes of determining the maximum interest or rate of interest that can be charged shall be deemed to refer to such applicable law as so amended to allow the greater amount or rate of interest.

6. **Release and Waiver of Claims.** In consideration of (i) the modification of certain provisions of the Note, as herein provided, and (ii) the other benefits received by Borrower hereunder, Borrower hereby RELEASES, RELINQUISHES and forever DISCHARGES Lender, as well as its predecessors, successors, assigns, agents, officers, directors, employees and representatives, of and from any and all claims, demands, actions and causes of action of any and every kind or character, past or present, which Borrower may have against Lender and its predecessors, successors, assigns, agents, officers, directors, employees and representatives arising out of or with respect to (a) any right or power to bring any claim against Lender for usury or to pursue any cause of action against Lender based on any claim of usury, and (b) any and all transactions relating to the Loan Documents occurring prior to the date hereof, including any loss, cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of Lender, and its predecessors, successors, assigns, agents, officers, directors, employees and representatives, including any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, malpractice, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander or conspiracy, but in each case only to the extent permitted by applicable law.

7. **Reaffirmation of Representations, Etc.** Borrower hereby reaffirms to Lender each of the representations, warranties, covenants and agreements of Borrower set forth in the Loan Documents.

8. **Enforceable Obligations.** Borrower hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Loan Documents represent valid and enforceable obligations of Borrower, and Borrower further acknowledges that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Note, and Borrower further acknowledges and represents that no event has occurred and no condition exists which would constitute a default under the Loan Documents or this Agreement, either with or without notice or lapse of time, or both.

9. No Release of Liens. This Agreement in no way acts as a release or relinquishment of the liens, security interests and rights (the "Liens") created or evidenced by the Loan Documents. The Liens are hereby ratified and confirmed by Borrower in all respects and are extended to secure (i) the indebtedness created or described in the Loan Documents, including without limitation, principal amount of the Note, (ii) all interest, charges and other sums payable with respect thereto, and (iii) the performance of all other obligations under the Loan Documents.

10. Additional Renewals and Extensions. Notwithstanding anything to the contrary contained herein or inferred hereby or in any other instrument executed by Borrower or in any other action or conduct undertaken by Borrower on or before the date hereof, the agreements, covenants and provisions contained herein shall constitute the only evidence of Lender's consent to extend the terms and provisions of the Loan Documents in the manner set forth herein. No express or implied consent to any further extensions and/or modifications involving any of the matters set forth in this Agreement or otherwise, shall be inferred or implied from Lender's execution of this Agreement. Further, Lender's execution of this Agreement shall not constitute a waiver (either express or implied) of the requirement that any further extensions and/or modifications of the Loan Documents shall require the express written approval of Lender, no such approval (either express or implied) having been given as of the date hereof.

11. Miscellaneous. Except as modified hereby, all provisions of the Loan Documents shall continue in full force and effect, and the Borrower acknowledges and reaffirms its liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Loan Documents, this Agreement shall govern.

(a) Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement and the modification of the Loan Documents including, but not limited to, all appraisal costs, title insurance costs, legal fees incurred by Lender and filing fees.

(b) Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Loan Documents and shall allow Lender to exercise all of its remedies set forth in the Loan Documents.

(c) Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party to this Agreement.

(d) In case any of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) This Agreement is executed and delivered as an incident to a lending transaction negotiated and consummated in Bexar County, Texas, and shall be governed by and construed in accordance with the laws of the State of Texas. Borrower, for itself and its successors and assigns, hereby irrevocably (a) submits to the nonexclusive jurisdiction of the state and federal courts in Texas, (b) waives, to the fullest extent permitted by law, and objection that it may now or in the

future have to the laying of venue of any litigation arising out of or in connection with any Loan Document brought in the District Court of Bexar County, Texas, or in the United States District Court for the Western District of Texas, San Antonio, Division, (c) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum, and (d) agrees that any legal proceeding against any party to any Loan Document arising out of or in connection with any of the Loan Documents may be brought in one of the foregoing courts. Borrower agrees that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified herein. Nothing herein shall affect the right of Lender to serve process in any other manner permitted by law or shall limit the right of Lender to bring any action or proceeding against Borrower or with respect to any of Borrower's property in courts in other jurisdictions. The scope of each of the foregoing waivers is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Borrower acknowledges that these waivers are a material inducement to Lender's agreement to enter into agreements and obligations evidenced by the Loan Documents, that Lender has already relied on these waivers and will continue to rely on each of these waivers in related future dealings. The waivers in this section are irrevocable, meaning that they may not be modified either orally or in writing, and these waivers apply to any future renewals, extensions, amendments, modifications, or replacements in respect of the applicable Loan Document. In connection with any litigation, this Agreement may be filed as a written consent to a trial by the court.

(f) This Agreement shall be binding upon and inure to the benefit of Lender, Borrower and their respective successors, assigns and legal representatives.

(g) Borrower hereby acknowledges and agrees that it has entered into this Agreement of its own free will and accord and in accordance with its own judgment after advice of its own legal counsel, and states that it has not been induced to enter into this Agreement by any statement, act or representation of any kind or character on the part of the parties hereto, except as expressly set forth in this Agreement.

(h) To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the Effective Date.

BORROWER:

SAN ANTONIO HOUSING FACILITY
CORPORATION, a Texas non-profit
corporation

By: _____
Ed Hinojosa, Assistant Secretary/Treasurer

LENDER:

FROST BANK,
a Texas state bank

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of _____, 2020,
by Ed Hinojosa, Assistant Secretary/Treasurer of SAN ANTONIO HOUSING FACILITY
CORPORATION, a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of _____, 2020,
by _____, _____ of FROST BANK, a Texas bank,
on behalf of said bank.

Notary Public in and for the State of Texas

PREPARED IN THE LAW OFFICE OF:

Rosenthal Pauerstein Sandoloski Agather LLP
755 E. Mulberry Ave., Suite 200
San Antonio, Texas 78212

**EXHIBIT A
TO
MODIFICATION, RENEWAL AND EXTENSION AGREEMENT**

PROPERTY

**Metes and bounds description
(5.932 ACRE TRACT)**

A tract of land being all of Lot 15, Block 1, New City Block 2547, Flores Addition, Unit 1-C, San Antonio, Bexar County, Texas, as recorded in Volume 9532, Page. 90 of the Plat Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rebar found on the southwesterly right-of-way line of Sheridan Street (55 foot R.O.W.) at the easterly end of a 15 foot radius curve return from the southeasterly right-of-way line of South Flores Street (60 foot R.O.W.);

THENCE S 63° 22' 19" E, 571.01 feet along said southwesterly right-of-way line of Sheridan Street to a set "X" on concrete at a point of curvature at the westerly end of a 15 foot radius curve return into the northwesterly right-of-way line of South Main Avenue (60 foot R.O.W.);

THENCE 23.08 feet along a curve to the right having a radius of 15.00 feet, a central angle of 88° 10' 29", and a chord bearing and distance of S 19° 17' 04" E, 20.87 feet, leaving said southwesterly right-of-way line to a set "X" on concrete at a point of tangency on the southerly end of said 15 foot radius curve return;

THENCE along said northwesterly right-of-way line of South Main Avenue, the following calls;

S 24° 48' 10" W, 71.25 feet to a found "X" on concrete at a point of curvature;

247.90 feet along a curve to the left having a radius of 823.00 feet, a central angle of 17° 15' 30" and a chord bearing and distance of S 16° 10' 26" W, 246.96 feet to a 1/2" iron rebar found at a point of reverse curvature;

82.35 feet along a curve to the right having a radius of 1297.00 feet, a central angle of 03° 38' 17" and a chord bearing and distance of S 09° 21' 49" W, 82.34 feet to a 1/2" iron rebar found at the intersection with the northeasterly line of a so called 0.8797 acre tract being the abandoned West Johnson Street, as recorded in Volume 3473, Pages 1124-1129 of the Real Property Records of Bexar County, Texas, for the easternmost southeast corner of this tract;

THENCE N 64° 41' 08" W, 319.73 feet leaving the northwesterly right-of-way line of South Main Avenue and continuing along said northeasterly line of the abandoned West Johnson Street, to a 1/2" iron rebar found at the intersection with the extension of the former centerline of the abandoned and closed Nathan Street for an interior corner of this tract;

THENCE S 24° 48' 11" W, 390.81 feet partially along said former center line to a 1/2" spindle set on the northeasterly right-of-way line of West Guenther Street (55 foot

R.O.W.), said spindle being the southernmost, southeast corner of the tract herein described;

- THENCE N 65° 41' 17" W, 324.87 feet along said northeasterly right-of-way line to a 1/2" iron rebar set at a point of curvature at the easterly end of a 15 foot radius curve return into the southeasterly right-of-way line of South Flores Street;
- THENCE 23.69 feet along a curve to the right having a radius of 15.00 feet, a central angle of 90° 29' 28", and a chord bearing and distance of N 20° 26' 33" W, 21.30 feet leaving said northeasterly right-of-way line to a 1/2" iron rebar set at a point of tangency at the northerly end of said 15 foot radius curve return;
- THENCE N 24° 48' 11" E, 788.72 feet along the southeasterly right-of-way line of South Flores Street to a 1/2" iron rebar set at a point of curvature at the southerly end of a 15 foot radius curve return into the southwesterly right-of-way line of Sheridan Street;
- THENCE 24.04 feet along a curve to the right having a radius of 15.00 feet, a central angle of 91° 49' 30" and a chord bearing and distance of N 70° 42' 56" E, 21.55 feet; returning to the POINT OF BEGINNING and containing 8.959 acres (390,265 sq. ft.) of land, more or less.

SAVE and EXCEPT 3.027 acres (131,833 sq. ft.) of land more or less, restricted for Park and Recreation use only, pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), Section 203 (K)(2), as amended, as described in the following two (2) tracts; leaving 5.932 acres (258,432 sq. ft.) of land, more less.

TRACT I

Being that land formerly known as Lots 1 - 10; New City Block 2548, San Antonio, Bexar County, Texas, being the same land conveyed by the United States Government to the Housing Authority of the City of San Antonio as recorded in Volume 2530, Pages 805 - 812, of the Real Property Records of Bexar County, Texas, being more particularly described as follows:

BEGINNING at a Chiseled "X" set on the northwesterly right-of-way, line of South Main Avenue, at the southerly end of a 15 foot radius curve return coming from the southwesterly right-of-way line of Sheridan Street;

- THENCE S 24° 48' 10" W, 71.25 feet along said northwesterly right-of-way line of South Main Avenue, to a found "X" on concrete at a point-of curvature;
- THENCE 155.61 feet continuing along said northwesterly right-of-way line with a curve to the left having a radius of 823.00 feet, central angle of 10° 50' 01", and a chord bearing and distance of S 19° 23' 11" W, 155.38 feet, to a 1/2" rebar set at the most southerly corner of the tract herein described;
- THENCE N 63° 22' 19" W, 321.70 feet leaving said northwesterly right-of-way line to a 1/2" rebar set at the most westerly corner of the tract herein described;
- THENCE N 24° 48' 11" E, 240.00 feet to a 1/2" rebar found on the southwesterly right-of-way line of Sheridan Street; said 1/2" rebar being the most northerly corner of the tract herein described;

THENCE S 63° 22' 19" E, 292.50 feet along said southwesterly right-of-way line to a chiseled "X" found at the westerly end of said 15 foot radius curve return into the northwesterly right-of-way line of South Main Avenue;

THENCE 23.08 feet along said curve to the right having a radius of 15.00 feet, a central angle of 88° 10' 29", and a chord bearing and distance of S 19° 17' 04" E, 20.87 feet, returning to the POINT OF BEGINNING of said Tract 1, captioning 1.707 acres (74,356 sq. ft.) of land, more or less.

TRACT II

Being that land formerly known as Lots 6 - 13, New City Block 2552, San Antonio, Bexar County, Texas, being the same land conveyed by the United States Government to the Housing Authority of the City of San Antonio as recorded in Volume 2530, Pages 805 - 812, of the Real Property Records of Bexar County, Texas, being more particularly described as follows:

Commencing at a Chiseled "X" set on the northwesterly right-of-way line of South Main Avenue, said point being at the southerly end of a 15 foot radius curve return coming from the southwesterly right-of-way line of Sheridan Street; thence the following calls along said northwesterly right-of-way line: S 24° 48' 10" W, 71.25 feet to set "X" on concrete found at a point of curvature; 172.87 feet along a curve to the left having a radius of 823.00, central angle of 12° 02' 05", and a chord bearing and distance of S 18° 47' 08" W, 172.55 feet to a 1/2" rebar set for the POINT OF BEGINNING;

THENCE 75.03 feet along a curve to the left having a radius of 823.00 feet, a central angle of 05° 13' 25", and a chord bearing and distance of S 10° 09' 23" W, 75.01 feet, to a 1/2" rebar found at a point of reverse curvature;

THENCE 82.35 feet along a curve to the right having a radius of 1297.00 feet, a central angle of 03° 38' 17", and a chord bearing and distance of S 09° 21' 49" W, 82.34 feet to a 1/2" iron rebar found at the intersection with the northeasterly line of a so-called 0.8797 acre tract being the abandoned West Johnson Street, as recorded in Volume 3473, Pages 1124-1129 of the Real Property Records of Bexar County, Texas; said 1/2" rebar being the easternmost southeast corner of the aforementioned Lot 15, Block 1, N.C.B. 2547, Flores Addition Unit 1-C; said 1/2" rebar also being the most southerly corner of the tract herein described;

THENCE leaving the northwesterly right-of-way line of South Main Avenue and continuing along a common line between said 0.8797 acre tract, said Lot 15, and the tract herein described, N 64° 41' 08" W, at 319.73 feet passing a 1/2" rebar set at an interior corner of said Lot 15, and continuing a total distance of 390.73 feet to a 1/2" rebar set at the most westerly corner of the tract herein described;

THENCE N 24° 48' 11" E, 159.60 feet leaving said common line to a 1/2" rebar set at the most northerly corner of the tract herein described;


THENCE S 63° 22' 19" E, 350.00 feet returning to the PONT OF BEGINNING, containing 1.320 acres (57,477 sq. ft.) of land, more or less.

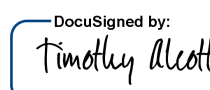
SAN ANTONIO HOUSING FACILITY CORPORATION

December 3, 2020

BOARD OF DIRECTORS

RESOLUTION 20FAC-11-20, SAN ANTONIO HOUSING AUTHORITY AUTHORIZES ITS AFFILIATED ENTITY, THE SAN ANTONIO HOUSING FACILITY CORPORATION (SAHFC) TO AUTHORIZE THE POTRANCO TRANSACTION, INCLUDING THE EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AUTHORIZING THE ACQUISITION OF THE REAL PROPERTY, THE DEVELOPMENT AND CONSTRUCTION OF THE APARTMENTS AND THE GROUND LEASE OF SUCH REAL PROPERTY TO THE PUBLIC-PRIVATE PARTNERSHIP ENTITY; AND AUTHORIZING THE MEMBERSHIP INTEREST IN SAHFC POTRANCO LP, LLC AND AUTHORIZING THE FINANCING FOR SUCH TRANSACTION; AND OTHER MATTERS IN CONNECTION THEREWITH

DocuSigned by:

 5089927875274DC...
David Nisivoccia
 President and CEO

DocuSigned by:

 B75AC7309C8B466...
Timothy E. Alcott
 Chief Legal and Real Estate Officer

REQUESTED ACTION:

Consideration and approval regarding Resolution 20FAC-11-20, San Antonio Housing Authority authorizes its affiliated entity, the San Antonio Housing Facility Corporation (SAHFC) to authorize the Potranco transaction, including the execution of all documentation necessary to carry out the transaction; authorizing the acquisition of the real property, the development and construction of the apartments and the ground lease of such real property to the public-private partnership entity; and authorizing the membership interest in SAHFC Potranco LP, LLC and authorizing the financing for such transaction; and other matters in connection therewith.

FINANCIAL IMPACT:

San Antonio Housing Authority's affiliated entity, the SAHFC, will be paid a \$250,000.00 closing fee and the greater of (a) 25% of the cash flow after debt service and preferred returns, or (b) 25% of the tax savings as a result of the property tax exemption as a preferred return. SAHFC will also be paid annually \$25,000.00 as an asset management fee. SAHFC will also receive 25% percent of net sales value of the transaction when Lynd exits the transaction in year five and 25% of the increase in value for each subsequent sale. It is estimated that the SAHFC will earn \$6,304,574.00 in their first five years after the completion of the Project.

SUMMARY:

The Lynd Company (Lynd), in conjunction with Santikos' affiliated entity Santikos Enterprises LLC, have proposed a public-private partnership with the San Antonio Housing Authority's affiliated entity, SAHFC, to construct the Potranco Development (Potranco). Lynd is both a real estate developer and property management company. Over the last ten years, Lynd has acquired, divested, managed, developed, underwritten, or brokered directly or indirectly over \$1.5 billion in residential properties. Over the last seven years, Lynd has developed approximately \$500M in new developments in San Antonio, Chicago, Denver, Miami, and Austin.

The Potranco is a proposed 360-unit Class A multifamily rental housing development to be constructed off of Potranco Road and 1604. Total development costs for the Project are

SAN ANTONIO HOUSING FACILITY CORPORATION**December 3, 2020**

estimated to be \$50,681,729.00 and it will be composed of one-, two-, and three-bedrooms units ranging in size from 533 square feet to 1,345 square feet. The Project will feature amenities similar to other Class A multifamily developments in the market, including a clubhouse, pool, and fitness center. Lynd, or an affiliate thereof, will (i) be the developer for the Project, (ii) will provide all financing and financial guarantees for the Project, and (iii) will market, lease, and manage the Project. Neither the SAHA, nor the SAHFC, will have any financial obligations with respect to the Project, except to obtain the property tax exemption.

The SAHFC will own the project and the purchase of the land will be funded by an upfront lease payment from the partnership. As the project is constructed by the Potranco partnership, it will become the property of the SAHFC. The SAHFC will, simultaneously with the closing of its acquisition of the real estate, enter into a 75-year lease to Potranco Apartments LP that is jointly owned by a Lynd affiliate. The SAHFC will have a 25% interest in the cash flow received by the project after the payment of preferred returns and debt service. At the end of the 75-year lease, the Project, including all the improvements located on the land, will revert back to the SAHFC, which will own 100% of the Project at that point.

By the SAHFC owning the Project in fee simple, the Project will be eligible to receive a 100% exemption from the payment of ad valorem taxes so long as at least 50% of the total units (130 units) are restricted for rental by residents earning less than 80% of area median income (AMI). Ten percent of the units in the Project will be restricted for residents earning less than 60% of AMI and their rents will be restricted to TDHCA rents adjusted for unit size.

The Project will be constructed pursuant to a construction contract from Potranco Apartments LP to SAHFC and a sub-general contract to Lynd. This enables the Project to obtain a sales tax exemption on the materials purchased for the Project.

SAHFC will also enter into a development agreement addressing the construction and operation of the Project.

STRATEGIC GOAL:

Strategically expand the supply of affordable housing.

ATTACHMENTS:

Resolution 20FAC-11-20

Map

Concept Drawings

CERTIFICATE FOR RESOLUTION 20FAC-11-20

The undersigned officer of the San Antonio Housing Facility Corporation, a Texas nonprofit corporation created pursuant to the laws of the State of Texas (SAHFC) hereby certifies as follows:

1. In accordance with its bylaws, the Board of Directors of SAHFC (Board) held a meeting on December 3, 2020, (Meeting) of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

RESOLUTION 20FAC-11-20, SAN ANTONIO HOUSING AUTHORITY AUTHORIZES ITS AFFILIATED ENTITY, THE SAN ANTONIO HOUSING FACILITY CORPORATION (SAHFC) TO AUTHORIZE THE POTRANCO TRANSACTION, INCLUDING THE EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AUTHORIZING THE ACQUISITION OF THE REAL PROPERTY, THE DEVELOPMENT AND CONSTRUCTION OF THE APARTMENTS AND THE GROUND LEASE OF SUCH REAL PROPERTY TO THE PUBLIC-PRIVATE PARTNERSHIP ENTITY; AND AUTHORIZING THE MEMBERSHIP INTEREST IN SAHFC POTRANCO LP, LLC AND AUTHORIZING THE FINANCING FOR SUCH TRANSACTION; AND OTHER MATTERS IN CONNECTION THEREWITH

Resolution was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board's minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Bylaws of SAHFC.

SIGNED AND SEALED this 3rd day of December 2020.



David Nisivoccia
Secretary/Treasurer

**San Antonio Housing Facility Corporation
Resolution 20FAC-11-20**

RESOLUTION 20FAC-11-20, SAN ANTONIO HOUSING AUTHORITY AUTHORIZES ITS AFFILIATED ENTITY, THE SAN ANTONIO HOUSING FACILITY CORPORATION (SAHFC) TO AUTHORIZE THE POTRANCO TRANSACTION, INCLUDING THE EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AUTHORIZING THE ACQUISITION OF THE REAL PROPERTY, THE DEVELOPMENT AND CONSTRUCTION OF THE APARTMENTS AND THE GROUND LEASE OF SUCH REAL PROPERTY TO THE PUBLIC-PRIVATE PARTNERSHIP ENTITY; AND AUTHORIZING THE MEMBERSHIP INTEREST IN SAHFC POTRANCO LP, LLC AND AUTHORIZING THE FINANCING FOR SUCH TRANSACTION; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, SAHFC and The Lynd Company (Lynd) propose to enter into a public-private partnership in the form of a limited partnership (Partnership) to acquire and construct an approximately 360-unit Class A multifamily rental housing development to be known as the Potranco Development (Housing Facility) to be constructed at Potranco Road and 1604 (Land, together with the Housing Facility, the Project); and

WHEREAS, in connection with the Project, SAHFC will form SAHFC Potranco LP, LLC (SAHFC Potranco LLC), which shall be a Partnership limited partner; and

WHEREAS, at the request of the Partnership, the SAHFC Potranco LLC has agreed to serve as a limited partner of the Partnership, and San Antonio Housing Facility Corporation (SAHFC) has agreed to (i) serve as the sole member of the SAHFC Potranco LLC in connection with the financing of the Project, (ii) acquire the Land and own the Project and lease it to the Partnership pursuant to a Ground Lease (Ground Lease), and (iii) serve as the general contractor for the Project; and

WHEREAS, in connection with the financing of the Project, the Partnership may enter into a loan transaction (Loan); and

WHEREAS, in connection with the execution of the Loan, the Partnership, the SAHFC Potranco LLC and/or SAHFC will be required to enter into certain agreements, which may include, but are not limited to, a Promissory Note, a Construction Loan Agreement, a Deed of Trust, together with a Joinder of Deed of Trust and various assignments and certificates (collectively, the Loan Documents); and

WHEREAS, the Partnership will raise and contribute equity to construct the Project (Equity Financing); and

WHEREAS, in connection with the Equity Financing, the Partnership, the SAHFC Potranco LLC, and/or SAHFC will be required to enter into certain agreements, including but not limited to a Limited Partnership Agreement, and closing certificates (collectively, the Equity Documents); and

WHEREAS, to reduce the cost of the Project by eliminating sales tax on the construction of the Project, SAHFC will serve as the general contractor and enter into any required construction contracts and ancillary documents (Construction Documents); and

WHEREAS, the Board has determined that it is in the public interest and to the benefit of the citizens and residents of San Antonio for the various entities to enter into the transactions described above so that the Partnership may construct the Project; and

WHEREAS, this Board of Directors has reviewed the foregoing and determined that the action herein authorized is in furtherance of the public purposes of SAHFC.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of San Antonio Housing Facility Corporation hereby:

Section 1. The Project, the various forms of financing contemplated for the Project, including but not limited to the Equity Financing, the Loan, and the terms of the Equity Documents, the Construction Documents, and the Loan Documents, are hereby authorized and approved when such documents are approved by the officers signing them.

Section 2. The President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary, or any of them, are hereby authorized to execute any and all documentation required for the financing and construction of the Project, including, but not limited to, the Equity Documents, the Construction Documents, the Loan Documents, indemnity agreements and guaranties covering the Land or the Project, and all other documents relating to the Equity Financing, and the Loan to which the Partnership, the SAHFC Potranco LLC, and/or SAHFC is a party.

Section 3. The purchase of the Land, the lease of the Land, the acquisition of membership interest in the SAHFC Potranco LLC by SAHFC, the acquisition of the partnership interest in the Partnership, and the role of SAHFC as the general contractor for the Project are approved and the President, any Vice President, the Secretary, the Treasurer, the Executive Director, and any Assistant Secretary, or any of them, are hereby authorized to execute the documents required to be executed by SAHFC in order to effect such transactions.

Section 4. The President, any Vice President, the Secretary, the Treasurer, and any Assistant Secretary, or any of them, and, if required by the form of the document, the Secretary and any Assistant Secretary, or any of them, of SAHFC are authorized and directed to modify, execute and deliver any of the documents to be signed by or consented to by SAHFC, and any and all certificates and other instruments necessary to carry out the intent thereof and hereof. The President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary, or any of them, are authorized to negotiate and approve such changes in, or additions to, the terms of any of the documents, including amendments, renewals, and extensions, as such officers shall deem necessary or appropriate upon the advice of counsel to SAHFC, and approval of the terms of any of the documents by such officers and this Board shall be conclusively evidenced by the execution and delivery of such documents.

Section 5. The officers of this Board, or any of them, are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated

by the documents approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof.

Section 6. If any section, paragraph, clause, or provisions of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 8. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 10. This Resolution shall be in force and effect from and after its passage.

Section 11. The net profits generated from this transaction up to the first sale of the Potranco transaction will be used for the development of units and supportive services for individuals at the existing Alazan development who earn 30% and below the area median income.

Passed and approved the 3rd day of December 2020.

Ana M. "Cha" Guzman
Chair, Board of Directors

Attested and approved as to form:

David Nisivoccia
Secretary/Treasurer

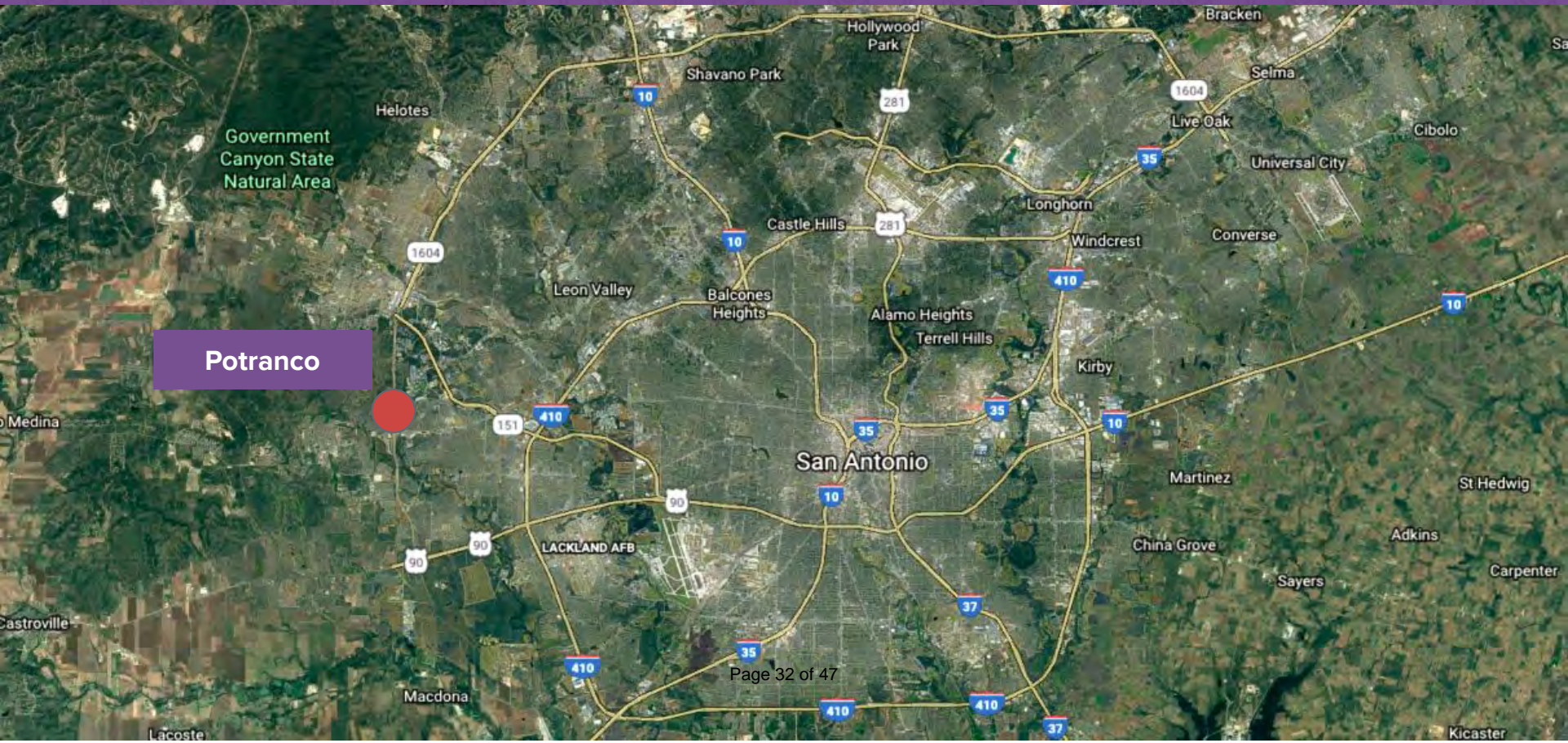


Potrancı

Timothy Alcott, Chief Legal and Real Estate Officer

Lorraine Robles, Director of Development Services and Neighborhood Revitalization

MAP



REGIONAL CENTERS

PHASE 1 CENTERS

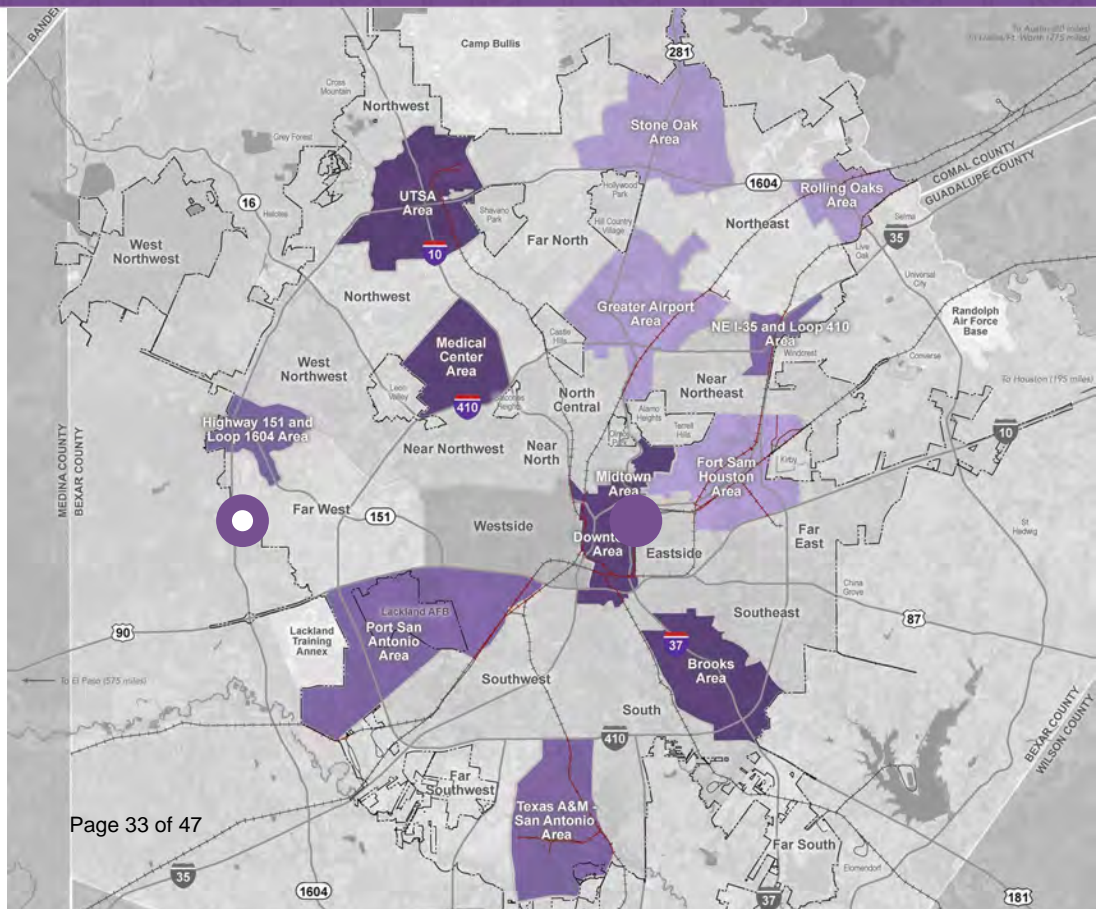
Downtown
Medical Center
UTSA
Midtown
Brooks

PHASE 2 CENTERS

NE I-35 and Loop 410
Highway 151 and Loop 1604
Texas A&M — San Antonio
Port San Antonio

PHASE 3 CENTERS

Greater Airport Area
Fort Sam Houston
Rolling Oaks
Stone Oak



DESIGN



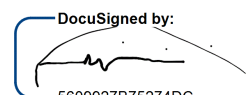
QUESTIONS?

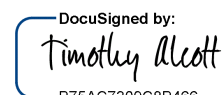
SAN ANTONIO HOUSING FACILITY CORPORATION

December 3, 2020

BOARD OF DIRECTORS

RESOLUTION 20FAC-12-03, AUTHORIZING HORIZON POINTE APARTMENTS TRANSACTION, INCLUDING THE EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AND AUTHORIZING ALL FILINGS AND AGREEMENTS WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS IN CONNECTION WITH APPLICATIONS FOR LOW INCOME HOUSING TAX CREDITS; AND RECEIPT FOR THE TRANSACTION AND THE LEASE OF SUCH LAND FOR THE TRANSACTION; AND AUTHORIZING THE ACQUISITION OF THE MEMBERSHIP INTEREST IN SAHA HORIZON POINTE GP, LLC; AND AUTHORIZING THE FINANCING FOR SUCH TRANSACTION; AND AUTHORIZING SAN ANTONIO HOUSING FACILITY CORPORATION TO SERVE AS THE GENERAL CONTRACTOR; AND OTHER MATTERS IN CONNECTION THEREWITH

DocuSigned by:

 5600027B75274DC...
David Nisivoccia
 President and CEO

DocuSigned by:

 B75AC7300C8B466...
Timothy E. Alcott
 Chief Legal and Real Estate Officer

REQUESTED ACTION:

Consideration and approval regarding Resolution 20FAC-12-03, authorizing Horizon Pointe Apartments transaction, including the execution of all documentation necessary to carry out the transaction; and authorizing all filings and agreements with Texas Department Of Housing and Community Affairs in connection with applications for low income housing tax credits; and receipt for the transaction and the lease of such land for the transaction; and authorizing the acquisition of the membership interest in SAHA Horizon Pointe GP, LLC; and authorizing the financing for such transaction; and authorizing San Antonio Housing Facility Corporation to serve as the general contractor; and other matters in connection therewith.

FINANCIAL IMPACT:

The total project cost is expected to be approximately \$55,303,666.00 or \$177,000.00 per unit. The developer is Integrated Realty. Integrated Realty will give all required guarantees. At the end of the tax credit compliance period, SAHFC (SAHA) will have the right to buy the property by assuming the outstanding debt, paying any exit taxes, and paying the limited partner the value of its 10% share in the project (Bargain Purchase Right).

The total developer fee is \$6,494,059.00 and will be split between SAHA 30% and Integrated Realty 70%. SAHA and Integrated Realty will split cash flow and SAHA will receive 50% of the cash flow from the project; and the Bargain Purchase Right.

SUMMARY:

The San Antonio Housing Facility Corporation (SAHFC) is requesting approval to enter into a development agreement with Integrated Realty as well as authorization for the issuance of bonds and secure other debt financing for the project. The project will consist of 312 multifamily units, all of which will be low income housing tax credit units serving families whose incomes average 60% AMI, located on the east side of San Antonio. There are currently 20 units at 30% AMI, 35 units at 40% AMI, 106 units at 50% AMI, and 151 units at 70% AMI. Construction is projected to begin December of 2020, with completion in July of 2022. The Board is being asked to authorize all of the actions necessary to finance and construct the project.

SAN ANTONIO HOUSING FACILITY CORPORATION**December 3, 2020**

The land will be purchased by SAHFC, which will lease it to Horizon Pointe Apartments, who will pay SAHFC an upfront lease payment sufficient to acquire the land. Up to \$35,000,000.00 aggregate of short-term and long-term tax-exempt bonds (the Series A Bonds) and up to \$6,000,000.00 aggregate of short-term and long-term taxable bonds (the Series B Bonds) will be issued by LVPFC and purchased by Bluefin, and equity contributions from an affiliate of Affordable Housing Partners, Inc. ("AHP"), as an investor limited partner, will be used to finance the construction and long-term operations. AHP has issued a commitment to purchase the project tax credits, for a total projected equity contribution of \$18,010,027.00. The interest rate on the bonds will be set at closing but cannot exceed 2% for the short-term bonds (construction period) and 6% for the long-term bonds (permanent period).

We are targeting a closing date of December 10, 2020, as funding must close by December 15, 2020, or we will lose the allocated volume cap from the Texas Bond Review Board.

STRATEGIC GOALS:

Strategically expand the supply of affordable housing.

ATTACHMENTS:

Resolution 20FAC-12-03
Presentation

CERTIFICATE FOR RESOLUTION 20FAC-12-03

The undersigned officer of the San Antonio Housing Facility Corporation, a Texas nonprofit corporation created pursuant to the laws of the State of Texas ("SAHFC") hereby certifies as follows:

1. In accordance with its bylaws, the Board of Commissioners of SAHFC (the "Board") held a meeting on December 3, 2020, (the "Meeting") of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

RESOLUTION 20FAC-12-03, AUTHORIZING HORIZON POINTE APARTMENTS TRANSACTION, INCLUDING THE EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AND AUTHORIZING ALL FILINGS AND AGREEMENTS WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS IN CONNECTION WITH APPLICATIONS FOR LOW INCOME HOUSING TAX CREDITS; AND RECEIPT FOR THE TRANSACTION AND THE LEASE OF SUCH LAND FOR THE TRANSACTION; AND AUTHORIZING THE ACQUISITION OF THE MEMBERSHIP INTEREST IN SAHA HORIZON POINTE GP, LLC; AND AUTHORIZING THE FINANCING FOR SUCH TRANSACTION; AND AUTHORIZING SAN ANTONIO HOUSING FACILITY CORPORATION TO SERVE AS THE GENERAL CONTRACTOR; AND OTHER MATTERS IN CONNECTION THEREWITH

(the "Resolution") was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board's minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Bylaws of SAHFC.

SIGNED AND SEALED this 3rd day of December 2020.



David Nisivoccia
Secretary/Treasurer

**San Antonio Housing Facility Corporation
Resolution 20FAC-12-03**

RESOLUTION 20FAC-12-03 AUTHORIZING HORIZON POINTE APARTMENTS TRANSACTION, INCLUDING THE EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AND AUTHORIZING ALL FILINGS AND AGREEMENTS WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS IN CONNECTION WITH APPLICATIONS FOR LOW INCOME HOUSING TAX CREDITS; AND RECEIPT FOR THE TRANSACTION AND THE LEASE OF SUCH LAND FOR THE TRANSACTION; AND AUTHORIZING THE ACQUISITION OF THE MEMBERSHIP INTEREST IN SAHA HORIZON POINTE GP, LLC; AND AUTHORIZING THE FINANCING FOR SUCH TRANSACTION; AND AUTHORIZING SAN ANTONIO HOUSING FACILITY CORPORATION TO SERVE AS THE GENERAL CONTRACTOR; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Horizon Pointe Apartments, LP, a Texas limited partnership (the “Partnership”), and SAHA Horizon Pointe GP, LLC, a Texas limited liability company and its general partner (the “General Partner”), have been formed to acquire and construct a 312-unit multifamily housing facility (the “Housing Facility”) to be located at 12.899 acres approximately 300 feet north of IH-10 and Woodlake Parkway, San Antonio, Bexar County, Texas 78244 (the “Land,” together with the Housing Facility, the “Project”); and

WHEREAS, at the request of the Partnership, San Antonio Housing Facility Corporation (“SAHFC”) has agreed to (i) serve as the sole member of the General Partner of the Partnership in connection with the financing of the Project, (ii) receive the Land and lease it to the Partnership pursuant to a Ground Lease (the “Ground Lease”), and (iii) serve as the general contractor for the Project; and

WHEREAS, the Partnership has requested that the Las Varas Public Facility Corporation (the “Issuer”) issue its Multifamily Housing Revenue Bonds (Horizon Pointe Apartments Project) Series 2020A-1 and its Multifamily Housing Revenue Bonds (Horizon Pointe Apartments Project) Series 2020A-2 (collectively the “Tax-Exempt Bonds”) and issue its Multifamily Housing Revenue Bonds (Horizon Pointe Apartments Project) Taxable Series 2020B-1 and its Multifamily Housing Revenue Bonds (Horizon Pointe Apartments Project) Taxable Series 2020B-2 (“Taxable Bonds”, and together with the Tax-Exempt Bonds, collectively the “Bonds”) to finance the Project (the “Bond Financing”); and

WHEREAS, the Issuer will issue the Tax-Exempt Bonds in an aggregate amount not to exceed \$35,000,000 and the Taxable Bonds in an amount not to exceed \$6,000,000 and loan such proceeds to the Partnership; and

WHEREAS, in connection with the Bond Financing, the Partnership, the General Partner, and/or SAHFC will be required to enter into certain agreements, including but not limited to a Trust Indenture, Loan Agreement, a Note, a Regulatory Agreement and Declaration of Restrictive Covenants, a Deed of Trust and Security Agreement, an Assignment of Deed of Trust, a Servicing Agreement, a Ground Lease, a Ground Lessor Estoppel, a Bond Purchase Agreement, and other assignments and guaranties securing the repayment of the Bonds (collectively, the “Bond Documents”); and

WHEREAS, the Developer, on behalf of the Partnership, has applied for approximately \$21,068,573.00 in low income housing tax credits (the “LIHTCs”) from the Texas Department of Housing and Community Affairs (“TDHCA”); and

WHEREAS, in connection with the application for LIHTCs, it is anticipated that the Partnership, General Partner and/or SAHFC will be required to execute, complete and deliver various applications, agreements, documents, certificates and instruments to TDHCA (the “TDHCA Documents”); and

WHEREAS, the Partnership will contribute approximately \$18,010,027.00 of equity to the construction of the Project, which will be raised from the sale of tax credits to Affordable Housing Partners, Inc. or an affiliate of such entity (the “Equity Financing”); and

WHEREAS, in connection with the Equity Financing, the Partnership, the General Partner, and/or SAHFC will be required to enter into certain agreements, including but not limited to an Amended and Restated Agreement of Limited Agreement, a Development Agreement, Guaranty, Pledge and Security Agreement, Incentive Partnership Management Agreement, Option Agreement, a Right of First Refusal Agreement, and closing certificates (collectively, the “Equity Documents”); and

WHEREAS, to reduce the cost of the Project by eliminating sales tax on the construction of the Project, SAHFC will serve as the general contractor and enter into any required construction contracts and ancillary documents (the “Construction Documents”); and

WHEREAS, the members of the Board of Directors of SAHFC (collectively, the “Board”) and their respective offices are as follows:

<u>Name of Director/Officer</u>	<u>Position</u>
Dr. Ana “Cha” Guzmán	President and Director
Jessica Weaver	Vice President and Director
Jo-Anne Kaplan	Director
Ignacio Perez	Director
Ruth Rodriguez	Director
Charles Clack	Director
Olga Kauffman	Director
David Nisivoccia	Secretary/Treasurer
Timothy E. Alcott	Assistant Secretary/Treasurer
Ed Hinojosa	Assistant Secretary/Treasurer
Muriel Rhoder	Assistant Secretary/Treasurer
Brandee Perez	Assistant Secretary/Treasurer

WHEREAS, the Board has determined that it is in the public interest and to the benefit of the citizens and residents of San Antonio for the various entities to enter into the transactions described above so that the Partnership may construct the Project; and

WHEREAS, this Board of Directors has reviewed the foregoing and determined that the action herein authorized is in furtherance of the public purposes of SAHFC.

BE IT THEREFORE RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN ANTONIO HOUSING FACILITY CORPORATION, THAT:

Section 1. The Project, the various forms of financing contemplated for the Project, including but not limited to the Bond Financing and the Equity Financing and the terms of the Bond Documents, the Equity Documents, the TDHCA Documents, and the Construction Documents, are hereby authorized and approved.

Section 2. The President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary/Treasurer, or any of them, are hereby authorized to execute any and all documentation required for the financing and construction of the Project, including, but not limited to, the Bond Documents, the Equity Documents, the Construction Documents, the TDHCA Documents, the Lease covering the Land, and all other documents relating to the Bond Financing, HUD Loan and the Equity Financing to which the Partnership, the General Partner, and/or SAHFC is a party.

Section 3. The receipt of the Land, the lease of the Land, the acquisition of membership interest in the General Partner by SAHFC, and the role of SAHFC as the general contractor for the Project are approved and the President, any Vice President, the Secretary, the Treasurer, the Executive Director, and any Assistant Secretary/Treasurer, or any of them, are hereby authorized to execute the documents required to be executed by SAHFC in order to effect such transactions.

Section 4. The President, any Vice President, the Secretary, the Treasurer, and the Executive Director, any Assistant Secretary/Treasurer, or any of them, and, if required by the form of the document, the Secretary and any Assistant Secretary, or any of them, of SAHFC are authorized and directed to modify, execute and deliver any of the documents to be signed by or consented to by SAHFC, and any and all certificates and other instruments necessary to carry out the intent thereof and hereof. The President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary/Treasurer, or any of them, are authorized to negotiate and approve such changes in, or additions to, the terms of any of the documents, including future amendments, renewals, and extensions, as such officers shall deem necessary or appropriate upon the advice of counsel to SAHFC, and approval of the terms of any of the documents by such officers and this Board shall be conclusively evidenced by the execution and delivery of such documents.

Section 5. The officers of this Board, or any of them, are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the documents approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof.

Section 6. If any section, paragraph, clause, or provisions of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 8. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 10. This Resolution shall be in force and effect from and after its passage.

Passed and approved the 3rd day of December 2020.

Ana M. "Cha" Guzman
Chair, Board of Directors

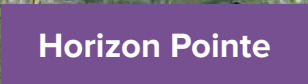
Attested and approved as to form:

David Nisivoccia,
Secretary/Treasurer



Horizon Pointe

Timothy Alcott, Chief Legal and Real Estate Officer
Lorraine Robles, Director of Development Services and Neighborhood
Revitalization



REGIONAL CENTERS

PHASE 1 CENTERS

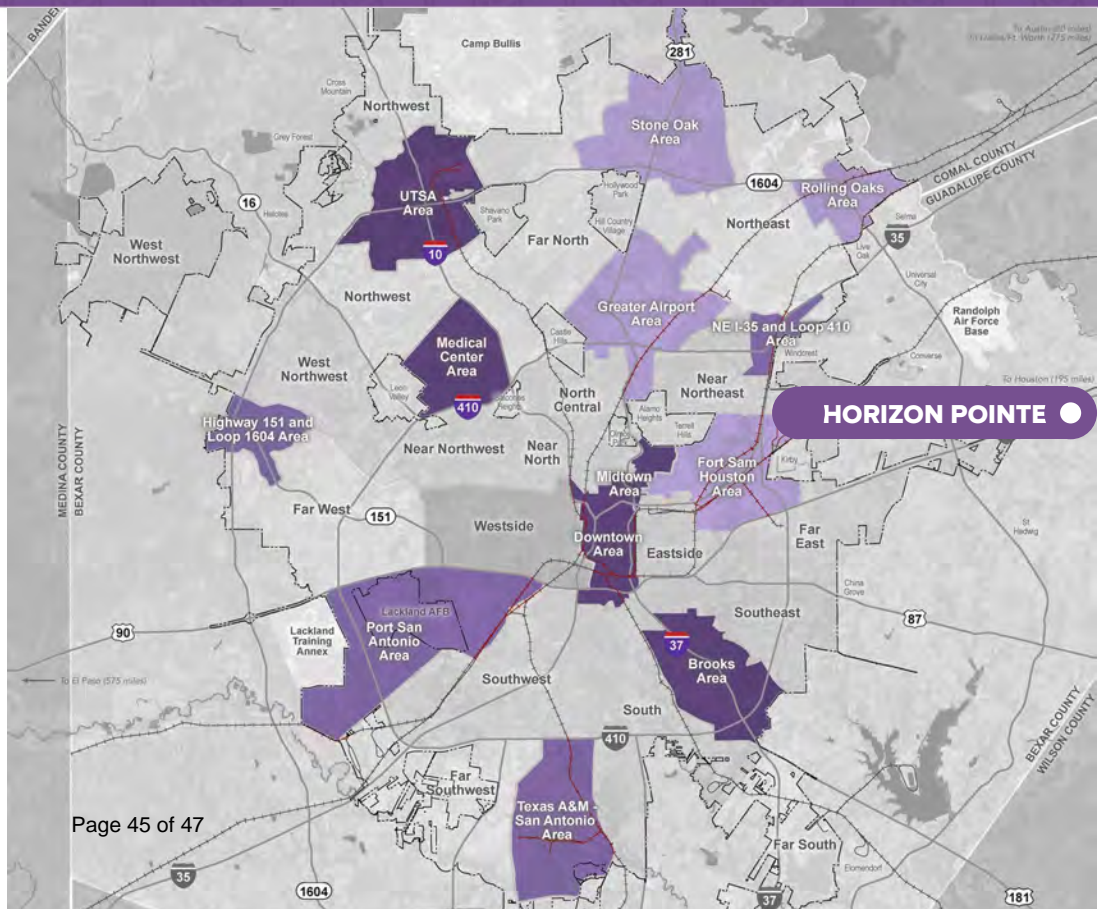
Downtown
Medical Center
UTSA
Midtown
Brooks

PHASE 2 CENTERS

NE I-35 and Loop 410
Highway 151 and Loop 1604
Texas A&M — San Antonio
Port San Antonio

PHASE 3 CENTERS

Greater Airport Area
Fort Sam Houston
Rolling Oaks
Stone Oak



SITE PLAN



QUESTIONS?