



# TACOMA HOUSING AUTHORITY

## RESOLUTION 2013-1-23 (3)

**Date:** January 23, 2013  
**To:** THA Board of Commissioners  
**From:** Michael Mirra  
Executive Director  
**Re:** HILLSIDE TERRACE, PHASE I – 2500 YAKIMA APARTMENTS, OMNIBUS  
FINANCING AUTHORIZATIONS

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### **Background**

In June 2012, THA received HUD approval to demolish 104 existing public housing units at both the 1800 and 2500 blocks of Hillside Terrace apartments. Approval was also granted to dispose of 3.2 acres of land for the 2500 block of Hillside Terrace. THA's plan is to redevelop the 2500 block of Hillside Terrace with a total of 140 affordable housing units in two 70-unit phases. It has yet to finalize its plans for the 1800 block.

Hillside Terrace Phase I will be financed primarily with 4% low income housing tax credits and tax exempt bonds, a THA master loan from MTW capital and RHF funds and various public and private sources. It will consist of 46 project based Section 8 voucher units and 24 unsubsidized units. All 70 units will serve households with annual incomes at or below 60% of Area Median Income (collectively, the "Project"). The cash flow from the 70 total units will support the debt service on the Housing Trust Fund loan and private mortgages. In addition to the housing, the Project includes the construction of a 7,000 square foot community/education facility funded in part by a Capital Fund grant from HUD.

THA is the developer of the Project and general partner of 2500 Yakima LLLP, which is a limited liability limited partnership that will own (for federal tax purposes) and operate the Project. Relocation of the existing residents began in April 2012 and was completed on January 5, 2013. Demolition of the existing public housing units is scheduled to begin in March 2013, vertical construction of the housing will commence in May 2013 and the Project is anticipated to be placed in service in June 2014.

### **Project Financing**

Financing for the Phase I development includes a tax-exempt bond to be issued by THA which will be purchased by J.P. Morgan Chase Bank, N.A. in the amount of \$12,000,000 for the construction loan, which will convert to a permanent first mortgage in the amount of \$3,700,946. Enterprise Community Investments is THA's tax credit equity partner and will provide

\$8,942,004 from 4% low-income housing tax credit equity. The following additional funding will account for the remaining balance for 100% financing of the Phase I development: \$6,344,486 from a THA master loan by combining a mix of MTW funds sourced from Capital and RHF funds from various grant years, including the HUD CFCF Grant award; a THA loan assignment from TCRA for \$1,065,342 of HOME funds and \$184,658 of CDBG funds; and a THA capital contribution of \$1,500,000 from a City of Tacoma E-Bond grant award. The master loan proceeds will be repaid from cash flow after debt service, reserves and deferred developer fees are paid.

Although the redeveloped project will not include any public housing units, THA will rely on its status as a Moving to Work agency to use public housing capital funds and replacement housing factor funds as MTW funds in the project budget. These are sources to fund tenant relocation, demolition, site infrastructure, and construction of the community/education facility and a parking structure.

### **Terms of Financing**

The following summarizes critical terms of the Phase I deal structure as currently presented in loan and tax credit documents.

- **Interest Rates.** The interest rate on the construction loan is based upon a market index and tax-exempt formula that the bank will lockin at the time of closing. At today's rates, the rate for the construction loan would be 1.63%. A similar methodology will be used to lockin the rate for the permanent loan that Chase will offer which, if offered today, would lockin at 4.71%.
- **Developer Fee.** This project will earn a total developer fee for THA of \$2,164,624. Budget projections indicate that THA will need to defer \$559,272 of this amount for a net developer fee of \$1,605,352.
- **Year 15 Buyback Provisions.** Staff and THA's attorneys are currently negotiating the Right of First Refusal and enforceable buyback terms that the investor will give to THA in the Limited Partnership Agreement. With these terms and financial projections for the project, staff will then determine the cost to THA, once the investor exists the Partnership after 15 years.

**Recourse Loan.** Chase Bank will make both the construction and permanent loans to the Limited Liability Partnership that owns the Project. Both loans will be limited recourse loans to THA, the Managing Member of the Partnership. The commitments that THA will need to make with respect to the Construction loan are:

1. THA agrees to repay the construction loan using other project loans, tax credits, and all permanent financing that is secured for the project
2. THA makes a pledge of its general revenues if – for whatever reason – it is unable to fully repay what it owes to the bank for the construction loan.
3. THA will also need to commit to a "Guaranty of Payment" (Foster Pepper is still negotiating the language on this with Chase) for the construction loan;

For the permanent loan, THA will be required to sign an operating deficit guaranty that would take effect when and if the Partnership failed to meet its debt service obligations to the bank.

The risks to THA of entering into these limited recourse loans with Chase Bank are mitigated by:

- THA's financial exposure is limited to the amount of the outstanding construction loan that is not covered by the project's permanent funding sources (primarily tax credits, in this case);
- The project's development budget that all funders have approved shows that project funds will be sufficient to pay back the full amount due to Chase Bank for the construction loan, when it becomes due;
- If any funder (including the tax credit investor) fails to make the payments to the project needed to payback the construction loan, THA could then take legal action against that funder in as much as they would be failing to meet the project funding commitments they committed to make.
- If, during construction, the project suffers a catastrophic loss (e.g., fire, earthquake), Builder's Risk insurance would compensate THA, and the partnership for the loss, so that the property could return to its previous condition.
- The obligations and commitments THA makes under the construction loan agreement are temporary and expire when construction is complete.
- THA's counsel (Foster Pepper) has indicated to staff that the loan security structure described here is not unusual and is similar to security arrangements they have seen between other banks and housing authorities.

### **Recommendation**

Approve Resolution No. 2013-1-23 (3) which: (1) authorizes the Board Chair, the Executive Director, and their respective designees, to approve or amend the restated agreement of limited partnership for 2500 Yakima LLLP in connection with the Hillside Terrace Phase I project; (2) authorizes the disposition by lease of a portion of the Hillside Terrace Phase I site to 2500 Yakima LLLP; (3) approves the execution and delivery of documents relating to the financing and development of 2500 Yakima LLLP and the Hillside Terrace Redevelopment Project; and (4) determines related matters.



# TACOMA HOUSING AUTHORITY

## RESOLUTION 2013-1-23 (3) (Hillside Terrace Phase I – 2500 Yakima Apartments)

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma (i) approving an amended and restated agreement of limited partnership for 2500 Yakima LLLP in connection with a 70-unit apartment complex located within the Hillside Terrace Redevelopment Project, (ii) authorizing the disposition by lease of a portion of the Hillside Terrace Phase I site to 2500 Yakima LLLP, (iii) approving the execution and delivery of documents relating to 2500 Yakima LLLP and the Hillside Terrace Redevelopment Project, and (iv) determining related matters.

**Whereas**, RCW 35.82.070(2) provides that a housing authority is authorized to “prepare, carry out, acquire, lease and operate housing projects; [and] to provide for the construction, reconstruction, improvement, alternation or repair of any housing project or any part thereof”;

**Whereas**, RCW 25.82.070(5) provides that a housing authority may, among other things and if certain conditions are met, “lease or rent any dwellings . . . buildings, structures or facilities embraced in any housing project”;

**Whereas**, RCW 35.82.020 defines “housing project” to include, among other things, “any work or undertaking . . . to provide decent, safe and sanitary urban or rural dwelling apartments, mobile home parks or other living accommodations for persons of low income”;

**Whereas**, RCW 35.82.070(1) provides that a housing authority may, among other things, “make and execute contracts and other instruments, including but not limited to partnership agreements . . .”;

**Whereas**, RCW 35.82.070(18) provides that a housing authority may, among other things and if certain conditions are met, “make . . . loans for the . . . acquisition, construction . . . rehabilitation, improvement . . . or refinancing of land, buildings, or developments for housing of persons of low income”;

**Whereas**, RCW 35.82.040 authorizes the Authority to “delegate to one or more of its agents or employees such powers or duties as it may deem proper”;

**Whereas**, pursuant to the authority provided by RCW 35.82.070(1), Housing Authority of the City of Tacoma (the “Authority”) formed 2500 Yakima LLLP (the “Partnership”) with Tacoma Housing Development Group (“THDG”);

**Whereas**, the Partnership has applied to the Authority for financial assistance for the purpose of providing part of the funds with which to construct a 70-unit apartment complex (including a

community education facility) to be known initially as 2500 Yakima Apartments, as part of Hillside Terrace Phase I Redevelopment Project, to provide housing for low income persons within the City of Tacoma, Washington (the "Project");

**Whereas**, in connection with the financing for the Project, the Authority will lease the Project to the Partnership;

**Whereas**, the financing for the Project will require the use of various funding sources, including tax-exempt bonds, low income housing tax credits and federal grants;

**Whereas**, Wincopin Circle LLLP (or one or more of its affiliates) (collectively, the "Investor") has offered to acquire the limited partner interest in the Partnership, and the Authority's Board of Commissioners (the "Board") finds and determines that the capital contributions expected to be made by the Investor to the Partnership will be sufficient, together with other available money, to enable the Partnership to acquire, construct, operate and maintain the Project;

**Whereas**, as a condition to acquiring the limited partner interest in the Partnership, the Investor requested that the Authority amend and restate the Partnership's original limited partnership agreement and execute and deliver certain other agreements, certificates and other documents relating to the Partnership and the Project, which request the Board finds and determines to be reasonable;

**Whereas**, the Board finds and determines that the Project likely would not be developed and maintained as housing for individuals and families of low income unless the Partnership was formed and the Investor committed to make their capital contributions to the Partnership;

**Whereas**, the total cost of acquiring, constructing, equipping and financing the Project is anticipated to be \$24.3 million, which will be financed by the Partnership with numerous sources of funds, including a loan of proceeds of tax-exempt bonds issued by the Authority, loans from the Washington State Department of Commerce and the Tacoma Community Redevelopment Authority, a grant from the City of Tacoma, Replacement Housing Factor (RHF) Fund grants from the U.S. Department of Housing and Urban Development ("HUD"), HUD Capital Fund Community Facilities (CFCF) grant proceeds, HUD Moving-to-Work (MTW) Funds, including Capital Funds, and other available funds of the Authority, and capital contributions by the Investor to the Partnership;

**Whereas**, the Partnership will provide the Authority with a right of first refusal to acquire the Project at the end of the 15-year low-income housing tax credit "compliance period" for the Project; and

**Whereas**, the Authority wishes to undertake those steps as may be necessary, reasonable and/or advisable for it to serve as general partner of the Partnership and developer of the Project, and to obtain the various funding sources on behalf of the Project described above, and to make such funds available to the Partnership;

***Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:***

1. Approval of Partnership Documents. The Chair of the Board, the Authority's Executive Director and their respective designees (each, an "Authorized Officer" and, collectively, the "Authorized Officers"), and each of them acting alone, are authorized and directed to execute, deliver and, if applicable, file (or cause to be executed and delivered and, if applicable, filed) on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) (i) those documents listed in Exhibit A under the heading "Partnership Documents" (collectively, the "Partnership Documents"); and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Partnership Documents. The Authorized Officers (and each of them acting alone) are further authorized and directed to take any other action and to execute such other documents as may be required to be taken or executed by the Authority, on behalf of itself or as general partner of the Partnership, under the provisions of or as necessary to carry out the transactions contemplated by the Partnership Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein). From and after the date the Partnership Documents are effective, the Executive Director (or his designee) is authorized and directed, without further Board approval, to take such actions on behalf of the Authority as are required to be taken by the general partner of the Partnership.
2. Approval of Master Loan Documents. The Authority is authorized to lend to the Partnership, pursuant to the terms of the documents listed in Exhibit A under the heading "Master Loan Documents" (collectively, the "Master Loan Documents"), up to \$6.4 million from the sources identified in the Master Loan Documents. Such loan is intended to be in addition to the loan of Authority bond proceeds authorized by the Board's Resolution No. 2013-1-23 (4). The Authorized Officers (and each of them acting alone) are authorized and directed to take all actions required of the Authority in connection with the loans to be made by the Authority to the Partnership in connection with the Project. In particular, the Authorized Officers (and each of them acting alone) are authorized to: execute, deliver and, if applicable, file (or cause to be executed, delivered and, if applicable, filed) on behalf of the Authority on its own behalf or in its capacity as general partner of the Partnership, as applicable, (i) the Master Loan Documents substantially in the forms on file with the Authority, with such changes, including material changes, as the Authorized Officer executing such document deems necessary or advisable, and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Master Loan Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).
3. Approval of HUD Documents. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) (i) those documents listed in Exhibit A under the heading "HUD Documents" (collectively, the "HUD Documents"), substantially in the forms on file with the Authority, with such changes, including any

material changes, as the Authorized Officer executing such documents deems necessary or advisable; and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the HUD Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).

4. Approval of Bond Loan Documents. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) (i) those documents listed in Exhibit A under the heading "Bond Loan Documents" (collectively, the "Bond Loan Documents"), substantially in the forms on file with the Authority, with such changes, including any material changes, as the Authorized Officer executing such documents deems necessary or advisable; and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Bond Loan Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).
5. Approval of Subordinate Loan Documents. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) (i) those documents listed in Exhibit A under the heading "Subordinate Loan Documents" (collectively, the "Subordinate Loan Documents"), substantially in the forms on file with the Authority, with such changes, including any material changes, as the Authorized Officer executing such documents deems necessary or advisable; and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Subordinate Loan Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).
6. Approval of the Lease. The Authority is authorized to lease to the Partnership, for a term not exceeding 100 years, the land on which the Project will be located. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as general partner of the Partnership), a lease substantially in the form on file with the Authority with such changes, including material changes, as the Authorized Officer executing such lease deems necessary or desirable.
7. Ancillary Documents. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to execute, deliver and/or file (or cause to be delivered and/or filed) any and all other certificates, documents, agreements and instruments that are necessary or appropriate in his or her discretion to give effect to this resolution and to consummate the transactions contemplated herein. In particular, the Authorized Officers, and each of them acting alone, are authorized and directed on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to execute, deliver and, if applicable, file (or cause to be executed, delivered, and, if applicable, filed) those documents listed in Exhibit A under the heading "Additional Documents" (the "Additional Documents") substantially in the form on file with the Authority, with such changes, including any

material changes, as the Authorized Officer executing such documents deems necessary or advisable.

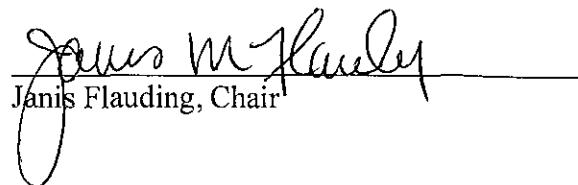
8. Assignments. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to execute and deliver one or more instruments (i) assigning to the Partnership the Authority's rights under the construction contract, the architects' contracts, the geotechnical consultant contracts, and other development contracts, as such rights pertain to the construction of improvements on land leased to the Partnership, and (ii) assigning to lenders and others the Partnership's interests in such contracts.
9. Tax Credit Documents. The Authorized Officers (and each of them acting alone) are authorized on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to execute, deliver and/or file (or cause to be delivered and/or filed) all documents deemed necessary or appropriate to allow the Partnership to qualify for and obtain federal low-income housing tax credits in connection with the Project including, without limitation, the filing of one or more applications with the Washington State Housing Finance Commission, and the execution of all necessary and related documents, including without limitation regulatory agreements, declarations and restrictive covenants.
10. Section 42(m)(2)(D) Determination. On behalf of the Authority, the Board finds and determines pursuant to Section 42(m)(2)(D) of the Internal Revenue Code of 1986 (the "Code") that the amount of federal low-income housing tax credits the Partnership expects to derive from the Project will not exceed the amount necessary for the financial feasibility of the Project and its viability as a "qualified low income housing project" throughout the "credit period" (as such terms are defined in Section 42 of the Code). The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority to provide the Partnership with a letter acknowledging this determination and the basis thereof. The Board delegates to the Authorized Officers, and each of them acting alone, the authority to (i) make similar determinations, in their discretion, and to deliver similar letters to the Partnership at such times that the Authorized Officers determine to be necessary or appropriate, and (ii) make certifications with respect to the Project and the Partnership of the type described in Treasury Regulation § 1.42-8(b)(4)(i). To assist the Partnership in making its election under Section 42(b)(2)(A)(ii)(II) of the Code, the Authorized Officers, and each of them acting alone, may provide a letter to the Partnership, on the Authority's behalf, indicating any certifications made pursuant to this Section.
11. Supplemental Authorization. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to: (i) determine that any document authorized by this resolution is, at the time such document otherwise would be executed, no longer necessary or desirable and, based on such determination, cause the Authority and/or the Partnership not to execute or deliver such document; (ii) execute and deliver and, if applicable, file (or cause to be delivered and/or filed) any government forms, affidavits, certificates, letters, documents, agreements and instruments that such officer determines to be necessary or advisable to give effect to this resolution and to consummate the transactions contemplated herein and/or further the acquisition, rehabilitation, development, financing, construction, and leasing of the Project; and (iii) cause the Authority and/or the



Partnership to expend such funds as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution. Without limiting the scope of such authorization, such documents may include lease-up and marketing agreements, company management services agreements, development agreements, construction guaranty agreements, repayment guarantees, cash pledge agreements, environmental indemnity agreements, property management agreements, architect agreements, contractor agreements, housing assistance payment contracts, irrevocable consents and appointments of attorneys for service of process.

12. Execution of Duties and Obligations. The Board authorizes and directs the Authority's Executive Director to cause the Authority (whether acting on its own behalf or in its capacity as general partner of the Partnership, as applicable) to fulfill the Authority's duties and obligations, and cause the Partnership to fulfill the Partnership's duties and obligations under the various agreements authorized by this resolution. In the furtherance of the foregoing, the Authority is authorized to expend such funds (and to cause the Partnership to expend such funds) as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution.
13. Acting Officers Authorized. Any action required by this resolution to be taken by the Chair of the Board or the Executive Director of the Authority may, in such person's absence, be taken by the Vice Chair of the Board or the duly authorized Acting Executive Director of the Authority, respectively.
14. Changes to Titles or Parties. While the titles of and parties to the various documents listed in Exhibit A hereto may change, no change to such titles or parties shall affect the authority conferred by this resolution to execute, deliver, file (if required), enforce and perform the documents in their final form.
15. Ratification and Confirmation. All actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.
16. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

Approved: January 23, 2013

  
Janis Flauding, Chair

**EXHIBIT A**  
**TRANSACTION DOCUMENTS**

**Partnership Documents**

- First Amended and Restated Agreement of Limited Partnership by and among the Authority, THDG and Wincopin Circle LLLP;
- Development Services Agreement between the Partnership and the Authority;
- Partnership Administration Agreement between the Partnership and the Authority;
- Investor Services Agreement between the Partnership and the Investor;
- Right of First Refusal Agreement between the Partnership and the Authority; and
- Transfer Agreement among the Partnership, the Investor and a subsequent investor.

**Master Loan Documents**

- Master Loan Agreement between the Authority and the Partnership;
- Promissory Note (Hillside Terrace Phase I – Master Loan) by the Partnership for the benefit of the Authority; and
- Second Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Master Loan Agreement) by the Partnership in favor of the Authority.

**HUD Documents**

- Declaration of Restrictive Covenants by the Authority and the Partnership;
- Agreement to Enter into Housing Assistance Payment Contract between the Authority and the Partnership; and
- Rental Term Sheet.

**Bond Loan Documents**

- Loan Agreement between the Authority and the Partnership, with an acceptance of assignment and JP Morgan Chase Bank, N.A. (the “Bank”);
- Regulatory Agreement between the Authority and the Partnership;
- Assignment of Loan Documents from the Authority to the Bank;
- Construction and Permanent Loan Agreement between the Authority and the Bank;

- Variable Rate Note from the Partnership;
- Fixed Rate Note from the Partnership;
- Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing from the Partnership and the Authority in favor of the Bank;
- Collateral Assignment of Rights to Tax Credits and Partnership Interests from the Authority and the Partnership;
- Assignment of Construction and Design Agreements from the Partnership and the Authority;
- Assignment of Management Agreement and Consent and Subordination of Manager from the Partnership;
- Replacement Reserve Agreement between the Partnership and the Bank;
- Operating Reserve Agreement between the Partnership and the Bank;
- HAP Transition Reserve Agreement from the Partnership and the Bank;
- Guaranty of Payment from the Authority;
- Environmental Indemnity Agreement from the Authority and the Partnership;
- Interest Election Request from the Partnership to the Bank; and
- Disbursement and Rate Management Authorization and Instruction Agreement from the Partnership.

#### **Subordinate Loan Documents**

- Specific Terms and Conditions, Housing Trust Fund Contract between the Washington Department of Commerce (“Commerce”) and the Authority;
- Promissory Note from the Authority payable to Commerce;
- Leasehold Deed of Trust from the Partnership in favor of Commerce;
- Assignment, Assumption and Consent Agreement among the Authority, the Partnership and Commerce;
- Low Income Housing Covenant Agreement from the Partnership in favor of Commerce;
- Owner/Developer Rental Assistance Program HOME Agreement among Tacoma Community Redevelopment Authority (“TCRA”), the Authority and the Partnership;

- Promissory Note from the Authority payable to TCRA;
- Leasehold Deed of Trust with Assignment of Rents and Security Agreement from the Partnership in favor of TCRA;
- Affordability Covenant from the Partnership in favor of TCRA;
- Assignment, Assumption and Consent Agreement between the Partnership, the Authority and TCRA;
- Hazardous Substances Remediation and Indemnification Agreement from the Partnership in favor of TCRA;

**Additional Documents**

- Agreement with the Tacoma Housing Authority for Distribution of Proceeds of 2009 Series B Bonds between the City of Tacoma and the Authority;
- Lease Agreement between the Authority and the Partnership;
- Memorandum of Lease between the Authority and the Partnership;
- Priority and Subordination Agreement among the Authority, the Partnership, the Bank, the Commission, Commerce, TCRA and others; and
- Community Service Facility Use Agreement between the Partnership and 2500 Court G LLLP.

CERTIFICATE [OPTIONAL SECTION]

I, the undersigned, the duly chosen, qualified and acting Executive Director of the Housing Authority of the City of Tacoma (the "Authority") and keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution No. 2013-01-23 (3) (the "Resolution") is a true and correct copy of the resolution of the Board of Commissioners of the Authority as adopted at a meeting of the Authority held on the 23rd day of January, 2013, and duly recorded in the minute books of the Authority.

2. That such meeting was duly convened and held in all respects in accordance with law, and, to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a majority of the members of the Board of Commissioners of the Authority present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 23<sup>rd</sup> day of January, 2013.

  
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Michael Mirra, Executive Director of the Authority