

# THADC

**TAMPA HOUSING AUTHORITY DEVELOPMENT CORP.**

A non-profit Entity of The Housing Authority of the City of Tampa

## **Board of Directors Meeting**

**February 27, 2020**





# THADC Meeting Agenda

Tampa Housing Authority Development Corp.

*February 27, 2020*

## SPECIAL MEETING

*I. CALL TO ORDER*

*II. APPROVAL OF MINUTES*

*III. RESOLUTION NO. 2020-0028 THADC*

*IV. ADJOURNMENT*



**Minutes  
of the Annual Meeting  
of the Board of Directors  
of the Tampa Housing Authority Development Corporation**

January 15, 2020

***I. CALL TO ORDER***

Chairwoman Johnson-Velez called the meeting of the Tampa Housing Development Corporation Board of Directors to order at 8:55 am. Other Directors in attendance were, Ben Dachevall, Bemetra Salter-Liggins, James Cloar, Billi Johnson-Griffin, Park Homans and legal counsel Ricardo Gilmore.

***II. APPROVAL OF MINUTES***

A motion to approve the Minutes from the November 20, 2019 meeting was made by Director Salter-Liggins and seconded by Director Johnson-Griffin.

Director Dachevall	Yes
Director Salter-Liggins	Yes
Director Cloar	Yes
Director Johnson-Velez	Yes
Director Johnson-Griffin	Yes
Director Homans	Present

***III. ELECTION OF OFFICERS***

Attorney Ricardo Gilmore opened the floor for nominations for the positions of Chair and Vice-Chair.

A motion to nominate the Chair, James Cloar, and Vice-Chair, Bemetra Salter-Liggins of the Housing Authority of the City of Tampa, Florida Board of Directors; as the respective Chair and Vice-Chair of the Tampa Housing Authority Development Corporation Board of Directors, made by Director Susan Johnson-Velez and seconded by Director Dachevall.

A motion to close the nominations on said names made by Director Susan Johnson-Velez and passed without dissent.

James Cloar is elected Chair.  
Bemetra Salter-Liggins is elected Vice-Chair.

***IV. ADJOURNMENT***

There being no further business to come before this Board, President James Cloar adjourned the meeting at 8:57 am.

Approved this 27<sup>th</sup> Day of February 2020.

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*James Cloar, Chairperson*

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*Jerome D. Ryans, President/Secretary*



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M E M O R A N D U M

Date: February 27, 2020

To: Board of Directors

Through: Jerome D. Ryans, President/CEO

From: Leroy Moore, Senior Vice-President/COO

Subject: **Resolution 2020-0028 THADC  
RESOLUTIONS APPROVING THE BOULEVARD TOWER 2 EQUITY,  
CONSTRUCTION LOANS, AND RENTAL ASSISTANCE DEMONSTRATION  
CLOSINGS.**

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This Resolution is necessary to authorize the President of Tampa Housing Authority Development Corporation (THADC) to finalize negotiations and execute any and all documents required for the financial closing of the Boulevard at West River Tower 2. The Board approved a similar resolution for this project in November 2019 under Resolution 2019-0026. However because of a change in lender and other clean up edits a new resolution is required before closing.

If you have any questions ahead of the scheduled Board Meeting please don't hesitate to call Leroy Moore, at 813/341-9101 ext. 3690.

**TAMPA HOUSING AUTHORITY DEVELOPMENT CORP.**

**RESOLUTION 2020-0028 THADC**

**RESOLUTIONS APPROVING THE BOULEVARD TOWER 2  
EQUITY, CONSTRUCTION LOANS, AND RENTAL ASSISTANCE  
DEMONSTRATION CLOSINGS**

RESOLVED that the actions of Tampa Housing Authority Development Corp., a Florida not for profit (“THADC”), in forming and serving as the sole member and manager of THA T3C, LLC, a Florida limited liability company (the “General Partner”), which is the sole general partner of WRDG T3C, LP, a Florida limited partnership (the “Partnership”), which is the owner of Boulevard Tower 2 (the “Development”), and entering into the Operating Agreement of the General Partner and the General Partner entering into the Limited Partnership Agreement of the Partnership, are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that the forms, terms, and provisions of the documents in connection with the equity closing and with respect to the admission to the Partnership of RUDG West River T3C, LLC, a Florida limited liability company, as Class B Limited Partner (the “Class B Limited Partner”); Bank of America, N.A., a national banking association, as Investor Limited Partner (the “Investor Limited Partner”); Banc of America CDC Special Holding Company, Inc., a North Carolina corporation, as Special Limited Partner (the “Special Limited Partner”); and in substantial accordance with the terms of the Amended and Restated Agreement of Limited Partnership, the Development Agreement, the Right of First Refusal Agreement, the Purchase Option Agreement, the Memorandum of Right of First Refusal Agreement and Purchase Option Agreement, the Guaranty Agreement (THA), the Partnership Management Agreement, the General Partner Closing Certificate, and such other documents as contemplated thereby (collectively, the “Equity Documents”), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that the forms, terms, and provisions of the documents in connection with the Florida Housing Finance Corporation (“Florida Housing”) multifamily notes mortgage construction loan closing are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Funding Loan Agreement; the Project Loan Agreement; the Project Note; the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing; the Assignment of Mortgage and Collateral Loan Documents; the Absolute and Unconditional Guaranty of Completion; the Continuing, Absolute and Unconditional Guaranty of Operating Deficits; the Continuing, Absolute and Unconditional Guaranty of Recourse Obligations; the Environmental Indemnity; the Construction Phase Financing Agreement; the Land Use Restriction Agreement; the Affidavit of Mortgagor; the Anti-Coercion Statement; the Construction Loan and Mortgage Servicing Agreement; the Compliance Monitoring Agreement; the Flood Insurance Information and Insurance Acknowledgment; the Further Assurance Agreement; the Real Estate Closing Certificate; the Waiver of Jury Trial; the Subordination Agreement Governmental Entity – TEL (Forward) (SAIL); the Subordination Agreement Governmental Entity – TEL (Forward) (THA); the Subordination Agreement Governmental Entity – TEL (Forward) (City of Tampa); the Assignment of Contracts; the Assignment of Housing Assistance Payments Agreement; the Assignment of Management Agreement and Subordination of Management Agreement and Fees; the Development Budget



Certification; the Collateral Assignment and Pledge of Developer Fees and Security Agreement; the Collateral Assignment and Pledge of Class B Limited Partner Interests and Security Agreement (RUDG West River T3C, LLC); the Collateral Assignment and Pledge of General Partner Interests and Security Agreement (THA T3C, LLC); the Environmental Indemnity Agreement; the Insurance Anti-Coercion Statement; the Investor Equity Assignment and Security Agreement; the General Partner's Affidavit; the Construction Disbursement Agreement; and such other documents, instruments, and agreements as contemplated thereby, including, but not limited to, all tax documents related to the tax-exempt status of the loan and closing documents (collectively, the "Project Loan Documents"), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that the forms, terms, and provisions of the documents in connection with the Florida Housing State Apartment Incentive Loan Program mortgage loan closing are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Construction Loan Agreement; the Land Use Restriction Agreement; the Promissory Note; the Mortgage and Security Agreement; the Collateral Assignment of Construction Contract and Permits; the Assignment of Leases, Rents and Contract Rights; the Assignment of Management and Service Contracts; the Assignment of Permits, Agreements, Approvals, Fees and Deposits; the Compliance Monitoring and Servicing Agreement; the Completion and Operating Deficit Guaranty; the Continuing, Absolute and Unconditional Guaranty of Recourse Obligations; the Environmental Indemnity Agreement; the Further Assurance Agreement; the Adverse Change Certificate of Borrower; the Affidavit of No Liens and Possession; the Anti-Coercion Statement; the Assignment of Architect Agreement and Architect Plans and Specifications; the Assignment of Engineer's Agreement and Engineer Plans and Specifications; the Business Purposes Affidavit; the Consent to Assignment of Construction Contract; the Flood Insurance Information and Insurance Acknowledgment; the Subordination Agreement; and such other documents as contemplated thereby (collectively, the "SAIL Loan Documents"), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that the forms, terms, and provisions of the documents in connection with the Housing Authority of the City of Tampa, Florida ("THA") mortgage loan closing are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Mortgage Note (THA RAP), Mortgage Note (THA LAND), Mortgage Note (THA), the Authority Mortgage, the Assignment of Leases, and such other documents as contemplated thereby (collectively, the "THA Loan Documents"), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that the forms, terms, and provisions of the documents in connection with the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), mortgage loan closing are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the HOME Funds Agreement; the Promissory Note; the HOME Funds Mortgage; and such other documents as contemplated thereby (collectively, the "HOME Loan

Documents”), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that the forms, terms, and provisions of the documents in connection with the Truist Bank, a North Carolina banking corporation (“Truist”), loan closing are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Demand Promissory Note; the Guaranty; and such other documents as contemplated thereby (collectively, the “Truist Loan Documents”), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that, also in connection with the Development, the Contract for Purchase and Sale of Real Property and any amendments thereto, the Assignment, the Easement Agreement, the Contribution and Indemnity Agreement, the Special Warranty Deed, the Property Management Agreement, the Rental Conversion Commitment and any amendments thereto, the Rental Assistance Demonstration Use Agreement, the PBV Housing Assistance Payments Contract, the Partial Release of Property from Declarations of Trust, the Certification and Assurances, the Consolidated Owner Certification, the Agreement to Subordinate to Rental Assistance Demonstration Use Agreement [Boulevard Tower 2 / FHFC NOTE], the Agreement to Subordinate to Rental Assistance Demonstration Use Agreement [Boulevard Tower 2 / U.S. Bank], the Agreement to Subordinate to Rental Assistance Demonstration Use Agreement [Boulevard Tower 2 / FHFC SAIL], the Agreement to Subordinate to Rental Assistance Demonstration Use Agreement [Boulevard Tower 2 / THA], the Agreement to Subordinate to Rental Assistance Demonstration Use Agreement [Boulevard Tower 2 / City], the Certification of PHA, the Certification of Project Owner, the Certificate of WRDG T3C, LP, the Certificate of WRDG T3C, LLC, the Certificate of Tampa Housing Authority Development Corp., the Certificate of Housing Authority of the City of Tampa, Florida, and any and all other security agreements, guaranties, indemnities, financing statements, notices, requests, demands, directions, consents, approvals, waivers, acceptances, appointments, applications, certificates, agreements, supplements, amendments, further assurances or other instruments or communications in connection with the transactions referenced herein (collectively, the “Other Documents”), are hereby in each and every respect approved, ratified, and confirmed; and it is further

RESOLVED that THADC and the General Partner are hereby authorized to enter into the Equity Documents, the Project Loan Documents, the SAIL Loan Documents, the THA Loan Documents, the HOME Loan Documents, the Truist Loan Documents, and the Other Documents, as applicable, and that execution and delivery of such documents in their respective names by Jerome D. Ryans, as President and/or Secretary of THADC; Leroy Moore, as Vice-President of THADC; Susi Begazo-McGourty, as Treasurer of THADC; or any such other officer of THADC as may be elected in accordance with the Amended and Restated Bylaws of THADC, as amended from time to time (each an “Officer” and collectively, the “Officers”), are hereby approved, ratified, and confirmed; and it is further

RESOLVED that action by the Officers and any person or persons designated and authorized so to act by any such respective Officer, to do and perform, or cause to be done and performed, in the name and on behalf of THADC, the General Partner or the Partnership, as applicable, or the

execution and delivery, or causing to be executed and delivered, such other security agreements, financing statements, notices, requests, demands, directions, consents, approvals, waivers, acceptances, appointments, applications, certificates, agreements, supplements, amendments, further assurances or other instruments or communications, in the name and on behalf of THADC, the General Partner or the Partnership, as they, or any of them, may deem to be necessary or advisable in order to carry into effect the intent of the foregoing resolutions or to comply with the requirements of the instruments approved or authorized by the foregoing resolutions (including any past action) is hereby approved, ratified, and confirmed; and it is further

RESOLVED that the execution and delivery by any authorized Officer of any of the aforesaid agreements, documents, and instruments authorized in the foregoing resolutions and the taking by any Officer of any acts in any way related to the transactions contemplated by the foregoing resolutions, and such other agreements, documents, and instruments shall be conclusive evidence of such Officer's approval thereof and of such Officer's authority to execute and deliver such agreements, documents, and instruments and to take and perform such acts in the name and on behalf of THADC, the General Partner or the Partnership, as applicable; and it is further

RESOLVED that the Class B Limited Partner, the Investor Limited Partner, the Special Limited Partner, Florida Housing, Bank of America, N.A., a national banking association, U.S. Bank National Association, a national banking association, as fiscal agent, THA, the City, Truist, and their respective successors and assigns are hereby authorized to rely upon these resolutions, and upon any certificate of any Officer with respect thereto until receipt of actual written notice of the revocation thereof, and may conclusively presume that the persons designated as Officers in any certificates signed by any Officer continue to hold office until actual receipt of a certificate from the President of THADC to the contrary.

### **CERTIFICATE OF COMPLIANCE**

This is to certify that the THADC's Board of Directors has approved and adopted this Resolution 2020-0028 dated February 27, 2020.

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Jerome D. Ryans, Secretary

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James A. Cloar, Chairperson



**TAMPA HOUSING AUTHORITY DEVELOPMENT CORP.**

**RESOLUTIONS**                      **RESOLUTION 2020-**                      **THADC**

**RESOLUTIONS APPROVING THE BOULEVARD TOWER 2  
EQUITY, CONSTRUCTION LOANS, AND RENTAL ASSISTANCE  
DEMONSTRATION CLOSINGS**

RESOLVED that the actions of Tampa Housing Authority Development Corp., a Florida not for profit (“THADC”), in forming and serving as the sole member and manager of THA T3C, LLC, a Florida limited liability company (the “General Partner”), which is the sole general partner of WRDG T3C, LP, a Florida limited partnership (the “Partnership”), which is the owner of Boulevard Tower 2 (the “Development”), and entering into the Operating Agreement of the General Partner and the General Partner entering into the Limited Partnership Agreement of the Partnership, are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that the forms, terms, and provisions of the documents in connection with the equity closing and with respect to the admission to the Partnership of RUDG West River T3C, LLC, a Florida limited liability company, as Class B Limited Partner (the “Class B Limited Partner”); Bank of America, N.A., a national banking association, as Investor Limited Partner (the “Investor Limited Partner”); Banc of America CDC Special Holding Company, Inc., a North Carolina corporation, as Special Limited Partner (the “Special Limited Partner”); and in substantial accordance with the terms of the Amended and Restated Agreement of Limited Partnership, the Development Agreement, the Right of First Refusal Agreement, the Purchase Option Agreement, the Memorandum of Right of First Refusal Agreement and Purchase Option Agreement, the Guaranty Agreement (THA), the Partnership Management Agreement, the General Partner Closing Certificate, and such other documents as contemplated thereby (collectively, the “Equity Documents”), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that the forms, terms, and provisions of the documents in connection with the Florida Housing Finance Corporation (“Florida Housing”) multifamily notes mortgage construction loan closing are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Funding Loan Agreement; the ~~Funding Loan Note (Governmental Note); the Construction Disbursement Agreement; the~~ Project Loan Agreement; the ~~Promissory Project~~ Note; the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing; the ~~Guaranty Agreement; the Assignment of Contracts, Plans and Specification; the Assignment of Mortgage and Collateral Loan Documents; the Absolute and Unconditional Guaranty of Completion; the Continuing, Absolute and Unconditional Guaranty of Operating Deficits; the Continuing, Absolute and Unconditional Guaranty of Recourse Obligations; the Environmental Indemnity; the Construction Phase Financing Agreement; the Land Use Restriction Agreement; the Affidavit of Mortgagor; the Anti-Coercion Statement; the Construction Loan and Mortgage Servicing Agreement; the Compliance Monitoring Agreement; the Flood Insurance Information and Insurance Acknowledgment; the Further Assurance Agreement; the Real Estate Closing Certificate; the Waiver of Jury Trial; the Subordination~~

Agreement Governmental Entity – TEL (Forward) (SAIL); the Subordination Agreement Governmental Entity – TEL (Forward) (THA); the Subordination Agreement Governmental Entity – TEL (Forward) (City of Tampa); the Assignment of Contracts; the Assignment of Housing Assistance Payments Agreement; the \_\_\_\_\_ Assignment of Management Agreement and Subordination of Management Agreement and Fees; the ~~Collateral Assignment of General Construction Contract, Subcontracts, Plans and Specifications, and Permits; the Collateral assignment of Architect’s Contract, Subcontracts, Plans and Specifications, and Permits; the Security Agreement (Assignment of Membership Interest, Capital Contributions, and Tax Credits Proceeds); the Architect’s Consent and Certificate; the Engineer Consent and Certificate; the Contractor’s Consent and Certificate; the Environmental Indemnification and Release Agreement; the Construction Phase Financing Agreement; the Land Use Restriction Agreement; the Subordination Agreements~~Development Budget Certification; the Collateral Assignment and Pledge of Developer Fees and Security Agreement; the Collateral Assignment and Pledge of Class B Limited Partner Interests and Security Agreement (RUDG West River T3C, LLC); the Collateral Assignment and Pledge of General Partner Interests and Security Agreement (THA T3C, LLC) ; the Environmental Indemnity Agreement; the Insurance Anti-Coercion Statement; the Investor Equity Assignment and Security Agreement; the General Partner’s Affidavit; the Construction Disbursement Agreement; and such other documents, instruments, and agreements as contemplated thereby, including, but not limited to, all tax documents related to the tax-exempt status of the loan and closing documents (collectively, the “Project Loan Documents”), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that the forms, terms, and provisions of the documents in connection with the Florida Housing ~~Finance Corporation (“Florida Housing”)~~ State Apartment Incentive Loan Program mortgage loan closing are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the Construction Loan Agreement; the Land Use Restriction Agreement; the Promissory Note; the Mortgage and Security Agreement; the Collateral Assignment of Construction Contract and Permits; the Assignment of Leases, Rents and Contract Rights; the Assignment of Management and Service Contracts; the Assignment of Permits, Agreements, Approvals, Fees and Deposits; the Compliance Monitoring and Servicing Agreement; the Completion and Operating Deficit Guaranty; the Continuing, Absolute and Unconditional Guaranty of Recourse Obligations; the Environmental Indemnity Agreement; the Further Assurance Agreement; the Adverse Change Certificate of Borrower; the Affidavit of No Liens and Possession; the Anti-Coercion Statement; the Assignment of Architect Agreement and Architect Plans and Specifications; the Assignment of Engineer’s Agreement and Engineer Plans and Specifications; the Business Purposes Affidavit; the Consent to Assignment of Construction Contract; the Flood Insurance Information and Insurance Acknowledgment; the Subordination ~~Agreements~~Agreement; and such other documents as contemplated thereby (collectively, the “SAIL Loan Documents”), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that the forms, terms, and provisions of the documents in connection with the Housing Authority of the City of Tampa, Florida (“THA”) mortgage loan closing are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction

effected or to be effected pursuant to, and in substantial accordance with, the terms of the Mortgage Note (THA RAP), Mortgage Note (THA LAND), Mortgage Note (THA), the Authority Mortgage, the Assignment of Leases, and such other documents as contemplated thereby (collectively, the “THA Loan Documents”), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that the forms, terms, and provisions of the documents in connection with the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida (the “City”), mortgage loan closing are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the HOME Funds Agreement; the Promissory Note; the HOME Funds Mortgage; and such other documents as contemplated thereby (collectively, the “HOME Loan Documents”), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that the forms, terms, and provisions of the documents in connection with the ~~SunTrust~~Truist Bank, a ~~Georgia~~North Carolina banking corporation (“~~SunTrust~~Truist”), ~~mortgage~~ loan closing are hereby in each and every respect approved, ratified, and confirmed, and each and every transaction effected or to be effected pursuant to, and in substantial accordance with, the terms of the ~~Delivery Assurance Note; the Subordinate Delivery Assurance Multifamily Mortgage, and Security Agreement~~Demand Promissory Note; the Guaranty; and such other documents as contemplated thereby (collectively, the “~~SunTrust~~Truist Loan Documents”), are hereby in each and every respect authorized, approved, ratified, and confirmed; and it is further

RESOLVED that, also in connection with the Development, the Contract for Purchase and Sale of Real Property and any amendments thereto, the Assignment, the Easement Agreement, the Contribution and Indemnity Agreement, the Special Warranty Deed, the Property Management Agreement, the Rental Conversion Commitment and any amendments thereto, the Rental Assistance Demonstration Use Agreement, the PBV Housing Assistance Payments Contract, the Partial Release of Property from Declarations of Trust, the Certification and Assurances, the Consolidated Owner Certification, the Agreement to Subordinate to Rental Assistance Demonstration Use Agreement [Boulevard Tower 2 / ~~BOA~~FHFC NOTE], the Agreement to Subordinate to Rental Assistance Demonstration Use Agreement [Boulevard Tower 2 / ~~Florida Housing~~U.S. Bank], the Agreement to Subordinate to Rental Assistance Demonstration Use Agreement [Boulevard Tower 2 / FHFC SAIL], the Agreement to Subordinate to Rental Assistance Demonstration Use Agreement [Boulevard Tower 2 / THA], the Agreement to Subordinate to Rental Assistance Demonstration Use Agreement [Boulevard Tower 2 / City], ~~the Agreement to Subordinate to Rental Assistance Demonstration Use Agreement [Boulevard Tower 2 / SunTrust]~~, the Certification of PHA, the Certification of Project Owner, the Certificate of WRDG T3C, LP, the Certificate of WRDG T3C, LLC, the Certificate of Tampa Housing Authority Development Corp., the Certificate of Housing Authority of the City of Tampa, Florida, and any and all other security agreements, guaranties, indemnities, financing statements, notices, requests, demands, directions, consents, approvals, waivers, acceptances, appointments, applications, certificates, agreements, supplements, amendments, further assurances or other instruments or communications in connection with the

transactions referenced herein (collectively, the “Other Documents”), are hereby in each and every respect approved, ratified, and confirmed; and it is further

RESOLVED that THADC and the General Partner are hereby authorized to enter into the Equity Documents, the Project Loan Documents, the SAIL Loan Documents, the THA Loan Documents, the HOME Loan Documents, the ~~SunTrust~~Truist Loan Documents, and the Other Documents, as applicable, and that execution and delivery of such documents in their respective names by Jerome D. Ryans, as President and/or Secretary of THADC; Leroy Moore, as Vice-President of THADC; Susi Begazo-McGourty, as Treasurer of THADC; or any such other officer of THADC as may be elected in accordance with the Amended and Restated Bylaws of THADC, as amended from time to time (each an “Officer” and collectively, the “Officers”), are hereby approved, ratified, and confirmed; and it is further

RESOLVED that action by the Officers and any person or persons designated and authorized so to act by any such respective Officer, to do and perform, or cause to be done and performed, in the name and on behalf of THADC, the General Partner or the Partnership, as applicable, or the execution and delivery, or causing to be executed and delivered, such other security agreements, financing statements, notices, requests, demands, directions, consents, approvals, waivers, acceptances, appointments, applications, certificates, agreements, supplements, amendments, further assurances or other instruments or communications, in the name and on behalf of THADC, the General Partner or the Partnership, as they, or any of them, may deem to be necessary or advisable in order to carry into effect the intent of the foregoing resolutions or to comply with the requirements of the instruments approved or authorized by the foregoing resolutions (including any past action) is hereby approved, ratified, and confirmed; and it is further

RESOLVED that the execution and delivery by any authorized Officer of any of the aforesaid agreements, documents, and instruments authorized in the foregoing resolutions and the taking by any Officer of any acts in any way related to the transactions contemplated by the foregoing resolutions, and such other agreements, documents, and instruments shall be conclusive evidence of such Officer’s approval thereof and of such Officer’s authority to execute and deliver such agreements, documents, and instruments and to take and perform such acts in the name and on behalf of THADC, the General Partner or the Partnership, as applicable; and it is further

RESOLVED that the Class B Limited Partner, the Investor Limited Partner, the Special Limited Partner, Florida Housing, Bank of America, N.A., a national banking association, ~~Florida Housing~~U.S. Bank National Association, a national banking association, as fiscal agent, THA, the City, ~~and SunTrust~~Truist, and their respective successors and assigns are hereby authorized to rely upon these resolutions, and upon any certificate of any Officer with respect thereto until receipt of actual written notice of the revocation thereof, and may conclusively presume that the persons designated as Officers in any certificates signed by any Officer continue to hold office until actual receipt of a certificate from the President of THADC to the contrary.



**CERTIFICATE OF COMPLIANCE**

This is to certify that the THADC’s Board of Directors has approved and adopted ~~these Resolutions numbered:~~ this Resolution 2020-\_\_\_\_\_ dated ~~November 20, 2019.~~ February 19, 2020.

\_\_\_\_\_  
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Jerome D. Ryans, Secretary  
Susan Johnson-Velez, Chairperson

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Document comparison by Workshare 9.5 on Thursday, February 20, 2020  
7:52:05 AM

Input:	
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Description	Resolutions THADC 111219 JVC
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Description	Resolutions THADC 013120 JVC
Rendering set	Standard

Legend:	
	<u>Insertion</u>
	<del>Deletion</del>
	<del>Moved from</del>
	<u>Moved to</u>
	Style change
	Format change
	<del>Moved deletion</del>
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	28
Deletions	24
Moved from	5
Moved to	5
Style change	0
Format changed	0
Total changes	62