



## Legislation Details (With Text)

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**Title:** Resolution authorizing the issuance of conduit housing revenue obligations (Lonnie Adkins Court Apartments Project); approving related documents; and adopting a Housing Program, District 8, Ward 1

**Sponsors:** Dai Thao

**Indexes:**

**Code sections:**

**Attachments:** 1. Board Report, 2. Attachment B - Map, 3. Attachment C - Project Summary, 4. Attachment D - Sources and Uses, 5. Attachment E - Public Purpose, 6. Attachment F - District 8 Profile

| Date      | Ver. | Action By                         | Action  | Result |
|-----------|------|-----------------------------------|---------|--------|
| 9/23/2015 | 1    | Housing & Redevelopment Authority | Adopted | Pass   |

Resolution authorizing the issuance of conduit housing revenue obligations (Lonnie Adkins Court Apartments Project); approving related documents; and adopting a Housing Program, District 8, Ward 1

WHEREAS, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "HRA"), is a political subdivision of the State of Minnesota, duly organized and existing under the Constitution and laws of the State of Minnesota; and

WHEREAS, pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Act") and by ordinance of the City of Saint Paul, Minnesota (the "City"), the HRA is authorized to carry out the public purposes described in the Act by issuing revenue bonds and notes to finance or refinance multifamily housing developments located within the City, and as a condition to the issuance of such revenue bonds and notes, adopt a housing program providing the information required by Section 462C.03, subdivision 1a, of the Act; and

WHEREAS, in the issuance of the HRA's revenue bonds and notes and in the making of a loan to finance a multifamily housing development the HRA may exercise, within the corporate limits of the City, any of the powers that the Minnesota Housing Finance Agency may exercise under Minnesota Statutes, Chapter 462A, as amended, without limitation under the provisions of Minnesota Statutes, Chapter 475, as amended; and

WHEREAS, St. Paul Leased Housing Associates VII, LLLP, a Minnesota limited liability limited partnership (the "Borrower"), has requested that the HRA issue its revenue bonds and notes under the Act and lend the proceeds thereof to the Borrower to finance the following: (i) the acquisition and renovation of an existing 77 unit multifamily housing development into 77-79 units consisting of two 3-story buildings and three 2-story buildings located at 383 Western Avenue, 389 and 403 St. Anthony Avenue, 417 St. Anthony Avenue, 370-384 Arundel Street, 398-408 Central Avenue and 420-434 Central Avenue in the City (the "Project"); (ii) the payment of costs of issuance and other costs related to the issuance of the revenue bonds; and (iii) the funding of capitalized interest and certain reserves; and

WHEREAS, the HRA has prepared a housing program (the "Housing Program" or "Program") to authorize the issuance by the HRA of revenue bonds and notes in one or more series in the maximum

principal amount of \$6,800,000 (the “Obligations”) to finance the acquisition and rehabilitation of the Project; and

WHEREAS, a notice of public hearing (the “Public Notice”) was published in the *Pioneer Press*, a newspaper of general circulation in the City, with respect to: (i) the required public hearing under Section 147 (f) of the Internal Revenue Code of 1986, as amended (the “Code”); (ii) the required public hearing under Section 462C.04, subdivision 2, of the Act; (iii) the Housing Program; and (iv) approval of the issuance of the Obligations, as hereinafter defined; and

WHEREAS, the Public Notice was published at least 15 days before the public hearing, and at a regularly scheduled meeting of the City Council of the City (the “City Council”) on July 1, 2015, the City Council conducted a public hearing at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing; and

WHEREAS, the Borrower has requested that the HRA issue, sell, and deliver a portion of the principal amount of Obligations pursuant to a Trust Indenture between the HRA and U.S. Bank National Association (the “Trustee”), dated on or after October 1, 2015 (the “Series 2015A Indenture”) as the Multifamily Housing Revenue Bonds (Lonnie Adkins Court Apartments Project), Series 2015A (the “Series 2015A Bonds”) to be purchased by Dougherty & Company, LLC (the “Underwriter”); and

WHEREAS, the Borrower has requested that the HRA issue a portion of the principal amount of the Obligations as a Multifamily Housing Revenue Note, Series 2015B (the “Series 2015B Note”) to be purchased by Sunrise Banks, National Association (or another financial institution selected by the Borrower, the “Subordinate Lender”) in accordance with the terms of a Note Purchase Agreement, dated on or after October 1, 2015, by and between the Borrower and the Subordinate Lender (the “Series 2015B Purchase Agreement”); and

WHEREAS, the proceeds derived from the sale of the Series 2015A Bonds will be loaned by the HRA to the Borrower pursuant to the terms of a Loan Agreement, dated as of or after October 1, 2015 (the “Series 2015A Loan Agreement”), between the HRA and the Borrower, and the proceeds derived from the sale of the Series 2015B Note will be loaned by the HRA to the Borrower pursuant to the terms of a Loan Agreement, dated as of or after October 1, 2015 (the “Series 2015B Loan Agreement” and, together with the Series 2015A Loan Agreement, the “Loan Agreements”), between the HRA and the Borrower; and

WHEREAS, the Obligations: (i) shall be payable solely from the revenues pledged therefor under the Loan Agreements and the Series 2015A Indenture; (ii) shall not constitute a debt of the City or the HRA within the meaning of any constitutional or statutory limitation; (iii) shall not constitute nor give rise to a pecuniary liability of the City or the HRA or a charge against its general credit or taxing powers; (iv) shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City or the HRA other than the HRA’s interest in the Loan Agreement; and (v) shall not constitute a general or moral obligation of the City or the HRA; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the “Board”), as follows:

1. Proposal for Issuance of Obligations. For the purpose of providing funds to finance the Project, there is hereby authorized the issuance, sale and delivery of the Obligations in an aggregate principal amount not to exceed \$6,800,000, the proceeds of which, together with funds provided by the Borrower, shall be used to finance the Project. To ensure compliance with certain rental and occupancy restrictions imposed by the Act and Section 142(d) of the Code and to ensure compliance with certain restrictions imposed by the HRA, the HRA Officials are also hereby authorized and directed to execute and deliver one or more Regulatory Agreements, dated as of or after October 1, 2015, among the HRA, the Borrower, the Trustee and/or the Subordinate Lender (collectively, the “Regulatory Agreement”). The Obligations will be subject to a

Bond Compliance Agreement between the HRA and the Borrower (the “Bond Compliance Agreement”). The Obligations shall be special, limited obligations of the HRA payable solely from the funds pledged thereto. The Obligations are not to be payable from nor charged upon any funds of the HRA or the City other than the revenues pledged to their payment, nor is the HRA or the City subject to any liability thereon; no holders of the Obligations shall ever have the right to compel any exercise of the taxing power of the HRA or the City to pay any of the principal of, premium, if any, or interest on the Obligations; the Obligations shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the HRA, or the City, and each Obligation shall recite that the Obligations, including interest thereon, are payable solely from the revenues pledged to the payment thereof and that no Obligation shall constitute a debt of the HRA or the City within the meaning of any constitutional or statutory limitation. The Obligations shall contain a recital that they are issued pursuant to the Act and such recital shall be conclusive evidence of the validity and regularity of the issuance thereof.

2. Series 2015A Bonds Structure. Pursuant to the Series 2015A Loan Agreement the HRA will loan the proceeds of the Series 2015A Bonds to the Borrower to finance a portion of the Project. The payments to be made by the Borrower under the Series 2015A Loan Agreement are fixed so as to produce revenue sufficient to pay the principal of, premium, if any, and interest on the Series 2015A Bonds when due. When executed, the right, title and interest of the HRA in, to and under, among other things, the Series 2015A Loan Agreement (except as therein provided) will be assigned to the Trustee pursuant to the Series 2015A Indenture between the HRA and the Trustee. The Series 2015A Bonds will be purchased by the Underwriter pursuant to a Bond Purchase Agreement among the HRA, the Underwriter and the Borrower (the “Bond Purchase Agreement”). The Series 2015A Bonds shall bear interest at the rates, shall be numbered, shall be dated, shall mature, shall be subject to redemption prior to maturity, and shall be in such form and have such other details and provisions as may be prescribed in the Series 2015A Indenture, as executed in accordance with Sections 7 and 11; provided that the average coupon on the Series 2015A Bond shall not exceed 7.00% per annum. The Trustee is hereby appointed as the Paying Agent and the Bond Registrar for the Series 2015A Bonds.

3. Series 2015B Note Structure. Pursuant to the Series 2015B Loan Agreement, the HRA will loan the proceeds of the Series 2015B Note to the Borrower to finance a portion of the Project (the “Series 2015B Loan Agreement”). The payments to be made by the Borrower under the Series 2015B Loan Agreement are fixed so as to produce revenue sufficient to pay the principal of, premium, if any, and interest on the Series 2015B Note when due. When executed, the right, title and interest of the HRA in, to and under, among other things, the Series 2015B Loan Agreement (except as therein provided) will be assigned to the Subordinate Lender pursuant to an Assignment of Loan Agreement dated on or after October 1, 2015, between the HRA and the Subordinate Lender (the “Loan Assignment Agreement”). The Series 2015B Note will be further secured by certain security instruments required by the Subordinate Lender and in forms authorized by the Borrower to be executed by or on behalf of the Borrower in favor of the Lender which may include: (i) one or more collateral assignments of the contracts between the Borrower and the architect and contractor with respect to the Project; (ii) one or more security agreements and indemnity agreements; (iii) one or more guaranty agreements in favor of the Subordinate Lender and (iv) other security documents that are intended to ensure timely payment of the loan and the Notes (collectively, the “Security Documents”).

4. Subordination. The Series 2015B Note will be paid and secured on a basis subordinate to the Series 2015A Bonds which may be pursuant to a subordination and intercreditor agreement or other documents providing for the subordination of the Series 2015B Note, among the Subordinate Lender, the Borrower, the HRA and the Trustee (collectively, the “Subordination Agreement”). The Series 2015B Note shall be in the principal amount, shall bear interest at a variable rate, shall be numbered, shall be dated, shall mature, shall be subject to redemption prior to maturity, and shall be in such form and have such other details and provisions as may be set forth therein, as executed in accordance with Sections 7 and 11.

5. Additional Provisions Relating to Series 2015B Note.

(a) Registration of Transfer. The HRA will cause to be kept at the office of the Executive

Director of the HRA a Note Register in which, subject to such reasonable regulations as it may prescribe, the HRA shall provide for the registration of transfers of ownership of the Series 2015B Note. The Series 2015B Note shall be initially registered in the name of the Subordinate Lender and shall be transferable, subject to the provisions herein and in the Series 2015B Note, upon the Note Register by the Subordinate Lender in person or by its agent duly authorized in writing, upon surrender of the Series 2015B Note together with a written instrument of transfer satisfactory to the Executive Director of the HRA, duly executed by the Subordinate Lender or its duly authorized agent. The following form of assignment shall be sufficient for said purpose.

For value received \_\_\_\_\_ hereby sells, assigns and transfers unto \_\_\_\_\_ the within Note of the HRA, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer said Note on the books of said HRA with full power of substitution in the premises. The undersigned certifies that the transfer is made in accordance with the provisions of Section 4(d) of the Resolution authorizing the issuance of the Note.

Dated: \_\_\_\_\_

Registered Owner

Upon such transfer the Executive Director of the HRA shall note the date of registration and the name and address of the new holder thereof in the Note Register, and in the registration blank appearing on the Series 2015B Note.

(b) Mutilated, Lost or Destroyed Series 2015B Note. In case a Series 2015B Note issued hereunder shall become mutilated or be destroyed or lost, the HRA shall, if not then prohibited by law, cause to be executed and delivered, a new Series 2015B Note, of like outstanding principal amount, number and tenor in exchange and substitution for and upon cancellation of such mutilated Series 2015B Note, or in lieu of and in substitution for such Series 2015B Note destroyed or lost, upon the Subordinate Lender paying the reasonable expenses and charges of the HRA in connection therewith, and in the case of a Series 2015B Note destroyed or lost, the filing with the HRA of evidence satisfactory to the HRA with indemnity satisfactory to it. If the mutilated, destroyed or lost Series 2015B Note has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Series 2015B Note, prior to payment.

(c) Ownership of Series 2015B Note. The HRA may deem and treat the person in whose name the Series 2015B Note are last registered in the Note Register and by notation on the Series 2015B Note, whether or not such Series 2015B Note shall be overdue, as the absolute owner of such Series 2015B Note, for the purpose of receiving payment of or on account of the principal thereof, redemption price or interest and for all other purposes whatsoever, and the HRA shall not be affected by any notice to the contrary.

(d) Limitation on Series 2015B Note Transfers. The Series 2015B Note will be issued to either (a) a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act, that purchases for its own account or for the account of a qualified institutional buyer, or (b) an "accredited investor" as defined in Regulation D promulgated under the 1933 Act, that purchases for its own account and without registration under state or other securities laws, pursuant to an exemption for such issuance. The Series 2015B Note may not be assigned or transferred in whole or part, nor may a participation interest in the Series 2015B Note be given pursuant to any participation agreement, except to another "qualified institutional buyer" or "accredited investor" in accordance with an applicable exemption from such registration requirements and with full and accurate disclosure of all material facts to the prospective purchaser(s) or transferee(s).

6. Issuance of Replacement Series 2015B Note. Subject to the provisions of Section 5(d), the HRA shall, at the request and expense of the Subordinate Lender issue a new Series 2015B Note, in

aggregate outstanding principal amount equal to that of such Series 2015B Note, and of like tenor except as to number, principal amount, and the amount of the periodic installments payable thereunder, and registered in the name of the Subordinate Lender, or such transferee as may be designated by the Subordinate Lender, as applicable.

7. Findings. It is hereby found, determined and declared that:

(a) the Project furthers the policies of the Act;

(b) the Project promotes the public welfare by providing necessary multifamily rental housing, so that adequate multifamily rental housing facilities are available to residents of the City at a reasonable cost;

(c) the Act authorizes the acquisition and rehabilitation of the facilities and equipment to be financed by the Obligations, the issuance and sale of the Obligations, the execution and delivery by the HRA of the Bond Purchase Agreement, the Series 2015A Loan Agreement, the Series 2015B Loan Agreement, the Series 2015A Indenture, the Loan Assignment Agreement, the Regulatory Agreement, the Bond Compliance Agreement, the Subordination Agreement, the Security Agreements required to be executed by the HRA, and such other documents as Bond Counsel considers appropriate in connection with the issuance of the Obligations (collectively, the "Financing Documents"), the performance of all covenants and agreements of the HRA contained in the Financing Documents, and the performance of all other acts and things required under the constitution and laws of the State of Minnesota to make the Financing Documents and Obligations valid and binding obligations of the HRA in accordance with their terms;

(d) the HRA hereby approves the execution by the Borrower and delivery to the Trustee of: (i) any mortgage or security agreements granting a mortgage lien or security interest with respect to the Project or any portion thereof to the Trustee; (ii) one or more collateral assignments of the contracts between the Borrower and the architect and contractor with respect to the Project; (iii) one or more indemnity agreements; and (iv) other security documents that are intended to ensure timely payment of the loan and the Obligations. The HRA hereby approves a disbursing agreement, between the Borrower, the Trustee, and a disbursing agent to be selected by the Borrower, to provide for the disbursement of the proceeds of the Obligations and the loan. All such security documents, if any are delivered, shall be substantially in the forms authorized by the Borrower;

(e) it is desirable that the Series 2015A Bonds be issued by the HRA upon the terms set forth in the Series 2015A Indenture and that the Series 2015B Note be issued by the HRA upon the terms set forth herein and in the Series 2015B Loan Agreement;

(f) the payments under the Series 2015B Loan Agreement are fixed to produce revenue sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Series 2015B Note when due, and the Series 2015B Loan Agreement also provides that the Borrower is required to pay all expenses of the operation and maintenance of the facilities to be financed by the Obligations, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and any taxes and special assessments levied upon or with respect to the premises of said facilities and payable during the term of the Series 2015B Loan Agreement;

(g) the payments under the Series 2015A Loan Agreement are fixed to produce revenue sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Series 2015A Bonds when due, and the Series 2015A Loan Agreement and the Series 2015A Indenture also provide that the Borrower is required to pay all expenses of the operation and maintenance of the facilities to be financed by the Obligations, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and any taxes and special assessments levied upon or with respect to the premises of said facilities and payable during the term of the Series 2015A

Loan Agreement and the Series 2015A Indenture;

(h) as provided therein and in the Series 2015A Loan Agreement, the Series 2015B Loan Agreement, and the Series 2015A Indenture, the Obligations are not to be payable from or charged upon any funds other than the revenue pledged to the payment thereof; neither the HRA nor the City is subject to any liability thereon; no holder of any Obligation shall ever have the right to compel any exercise by the HRA or the City of any taxing powers to pay any of the Obligations or the interest or premium thereon, or to enforce payment thereof against any property of the HRA or the City, except the interests of the HRA in the Series 2015B Loan Agreement which have been assigned to the Subordinate Lender under the Loan Agreement Assignment, the interests of the HRA in the Series 2015A Loan Agreement which have been assigned to the Trustee under the Series 2015A Indenture; the Obligations shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the HRA except the interests of the HRA in the Series 2015B Loan Agreement which have been assigned to the Subordinate Lender under the Loan Agreement Assignment, except the interests of the HRA in the Series 2015A Loan Agreement which have been assigned to the Trustee under the Series 2015A Indenture; the Obligations shall recite that the Obligations do not constitute or give rise to a pecuniary liability or moral obligation of the HRA, the City, the State of Minnesota or any political subdivision, and that the Obligations, including interest thereon, are payable solely from the revenues pledged to the payment thereof; and the Obligations shall not constitute a debt of the HRA or the City within the meaning of any constitutional or statutory limitation.

8. Approval of Forms; Execution. Subject to the approval of the Saint Paul City Attorney, and the provisions of Sections 11 and 12 hereof, the forms of the Financing Documents and exhibits thereto and all other documents listed in Sections 1, 2 and 3 hereof are approved substantially in the forms prepared for consideration by the Board. Subject to the provisions of Section 11 hereof, the Financing Documents to which the HRA is a party, in substantially the forms submitted, are authorized and directed to be executed in the name and on behalf of the HRA by the Chair or Commissioner and Executive Director of the HRA and by the Director, Office of Financial Services of the City; provided that the Bond Purchase Agreement may be executed on behalf of the HRA solely by the Executive Director of the HRA. Subject to the provisions of Section 11 hereof, the Series 2015A Bonds are to be in executed the name of and on behalf of the HRA by the Chair or Commissioner, Executive Director and by the Director, Office of Financial Services of the City, and are to be delivered to the Trustee for authentication and delivery to the Underwriter or the Purchaser. Subject to the provisions of Section 11 hereof, the Series 2015B Note is to be executed in the name of and on behalf of the HRA by the Chair or Commissioner, Executive Director and by the Director, Office of Financial Services of the City, and are to be delivered to the Subordinate Lender. Any other HRA documents and certificates necessary to the transaction described above may be executed by one or more appropriate officers of the HRA, including but not limited to the Executive Director. Copies of all of the documents necessary to the transaction herein described shall be delivered, filed and recorded as provided herein and in the Series 2015A Loan Agreement, the Series 2015B Loan Agreement and the Series 2015A Indenture.

9. Official Statement. The HRA hereby consents to the preparation and distribution of the Official Statement for the Series 2015A Bonds; provided that it is understood that the HRA has relied upon the Borrower and the Underwriter and legal counsel retained by them to assure the accuracy and completeness of the information set forth in the Official Statement and that therefore the HRA has not made, and will not make, any representations or warranties with respect to the information contained therein, except under the heading "The Issuer" "ABSENCE OF MATERIAL LITIGATION-The Issuer" but only as it relates to the Issuer.

10. Issuance. The HRA shall proceed forthwith to issue the Obligations, in the forms and upon the terms set forth in the Series 2015A Indenture and this Resolution, if and to the extent the HRA officers determine to proceed with the Project which determination shall be deemed made upon execution of the Financing Documents by the HRA officers. The Obligations shall be payable or prepayable at such time or times, shall bear interest at such rates and shall be subject to such other terms and conditions as set forth therein which the Underwriter, the Subordinate Lender, the Borrower, the Borrower and the HRA shall agree to, which agreement shall be deemed to have been made upon execution and delivery of the Obligations by

the HRA officers. The HRA officers are authorized and directed to execute and deliver the Obligations as prescribed in the Series 2015A Indenture and this Resolution.

11. Records and Certificates. The Officials and other officers of the HRA are authorized and directed to prepare and furnish to the Underwriter certified copies of all proceedings and records of the HRA and the City relating to the Obligations, and such other affidavits and certificates as may be required to show the facts relating to the legality of the Obligations as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the HRA as to the truth of all statements contained therein.

12. Changes in Forms Approved; Absent and Disabled Officers. The approval hereby given to the various documents referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the Saint Paul City Attorney to the HRA, the appropriate HRA staff person or by the officers authorized herein to execute or accept, as the case may be, said documents prior to their execution; and said officers or staff members are hereby authorized to approve said changes on behalf of the HRA. The execution of any instrument by the appropriate officer or officers of the HRA herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Board by any member of the Board or any duly designated acting official, or by such other officer or officers of the Board as, in the opinion of the Saint Paul City Attorney, may act in their behalf.

13. Future Amendments. The authority to approve, execute and deliver future amendments to Financing Documents entered into by the HRA in connection with the issuance of the Obligations and consents required under the financing documents is hereby delegated to the Executive Director and Director, Office of Financial Services, subject to the following conditions: (a) such amendments or consents do not require the consent of the respective holders of the Obligations or such consent has been obtained; (b) such amendments or consents do not materially adversely affect the interests of the HRA; (c) such amendments or consents do not contravene or violate any policy of the HRA; and (d) such amendments or consents are acceptable in form and substance to the counsel retained by the HRA to review such amendments. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this Resolution. The execution of any instrument by the Executive Director and Director, Office of Financial Services shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of the Executive Director or Director, Office of Financial Services, any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the HRA or the City of Saint Paul authorized to act in their place and stead.

14. Adoption of Housing Program. The Housing Program is hereby adopted, ratified, and approved in all respects without amendment. The preparation of the Housing Program is hereby ratified, confirmed, and approved. The Executive Director is hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Housing Program in accordance with the Act and any other applicable laws and regulations.

15. Indemnification by Borrower and Borrower. It is understood and agreed that the Borrower shall indemnify the HRA against all liabilities, losses, damages, costs and expenses (including attorney's fees and expenses incurred by the HRA) arising with respect to the Project or the Obligations, as provided for and agreed to by and between the Borrower and the Borrower and the HRA in the Loan Agreements.

16. Bond Counsel. The HRA hereby authorizes Kennedy & Graven, Chartered, as bond counsel, to prepare, execute, and deliver its approving legal opinions with respect to the Obligations.

17. Validity. The Obligations, when executed and delivered, shall contain a recital that they are issued pursuant to the Act, and such recital shall be conclusive evidence of the validity of the Obligations and the regularity of the issuance thereof, and that all acts, conditions, and things required by the laws of the State of Minnesota relating to the adoption of this resolution, to the issuance of the Obligations, and to the execution of the aforementioned documents to happen, exist, and be performed precedent to the execution of the aforementioned documents have happened, exist, and have been performed as so required by law.

18. Administrative Fee. The Borrower shall pay the administrative fee of the HRA as provided in the Loan Agreements. The Borrower will also pay, or, upon demand, reimburse the HRA for payment of, any and all costs incurred by the HRA in connection with the Project and the issuance of the Obligations, whether or not the Obligations are issued, including any costs for attorneys' fees. The Borrower shall indemnify the HRA against all liabilities, losses, damages, costs and expenses (including attorney's fees and expenses incurred by the HRA) arising with respect to the Project or the Obligations, as provided for and agreed to by the Borrower in the Loan Agreements.

19. Denominations. The HRA hereby authorizes the issuance of the Series 2015A Bonds in minimum denominations of \$5,000 subject to obtaining a rating in the short term A category, otherwise the Series 2015A Bonds will be issued in minimum denominations of \$100,000.

20. Governmental Program. The HRA has established a governmental program of acquiring purpose investments for qualified residential rental projects. The governmental program is one in which the following requirements of §1.148-1(b) of the federal regulations relating to tax-exempt obligations shall be met:

(a) the program involves the origination or acquisition of purpose investments;

(b) at least 95% of the cost of the purpose investments acquired under the program represents one or more loans to a substantial number of persons representing the general public, states or political subdivisions, 501(c)(3) organizations, persons who provide housing and related facilities, or any combination of the foregoing;

(c) at least 95% of the receipts from the purpose investments are used to pay principal, interest, or redemption prices on issues that financed the program, to pay or reimburse administrative costs of those issues or of the program, to pay or reimburse anticipated future losses directly related to the program, to finance additional purpose investments for the same general purposes of the program, or to redeem and retire governmental obligations at the next earliest possible date of redemption;

(d) the program documents prohibit any obligor on a purpose investment financed by the program or any related party to that obligor from purchasing Obligations of an issue that finances the program in an amount related to the amount of the purpose investment acquired from that obligor; and

(e) the HRA shall not waive the right to treat the investment as a program investment.

21. Headings; Terms. Paragraph headings in this Resolution are for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof. Capitalized terms used but not defined herein shall have the meanings given them in the Series 2015A Loan Agreement, the Series 2015B Loan Agreement and the Series 2015A Indenture.

22. Effective Date. This Resolution shall be in full force and effect from and after its approval.