

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at Fairfax, Virginia, on February 17, 2015, at which meeting a quorum was present and voting, the following resolution was adopted:

**RESOLUTION REQUESTING THE ISSUANCE BY THE FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY OF A PROMISSORY NOTE IN A PRINCIPAL AMOUNT OF UP TO \$19 MILLION TO EVIDENCE A LOAN TO BE PROVIDED BY BANK OF AMERICA, N.A., AND APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AMONG FCRHA, THE BOARD OF SUPERVISORS AND BANK OF AMERICA, N.A., AND A PAYMENT AGREEMENT WITH FCRHA, ALL FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR THE REFINANCING OF NOTES PREVIOUSLY ISSUED FOR REFINANCING A PORTION OF THE PURCHASE PRICE OF A MULTI-FAMILY RENTAL HOUSING COMPLEX LOCATED IN FAIRFAX COUNTY; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE WITH FCRHA FOR THE LEASE OF THE PROPERTY TO FCRHA; APPROVING THE FORM OF THE FCRHA PROMISSORY NOTE AND AN ASSIGNMENT AGREEMENT FROM FCRHA; AND GRANTING THE AUTHORITY TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AND TO DETERMINE CERTAIN DETAILS OF SUCH TRANSACTION**

**WHEREAS**, the Fairfax County Redevelopment and Housing Authority (“FCRHA”), in furtherance of its goal to preserve existing affordable housing in Fairfax County, requested that the Board of Supervisors (the “Board”) of the County of Fairfax, Virginia (the “County”), contract for the purchase of the 180-unit Crescent Apartments multi-family rental housing complex, including the approximately 16.5 acre site thereof, located at 1527 Cameron Crescent Drive in Reston, Virginia (the “Property”); and

**WHEREAS**, on February 6, 2006, the Board entered into an Agreement of Purchase and Sale (the “Purchase Contract”) for the purchase of the Property; and

**WHEREAS**, the Board, upon entering into the Purchase Contract, requested that FCRHA provide interim financing for a portion of the purchase price of the Property and related costs and offered to enter into a payment agreement pursuant to which the County agreed to make payments, to or for the account of FCRHA, in amounts sufficient, with the proceeds of any permanent financing and renewal notes financing (as herein provided) and any other sources of funds available for the purpose, for FCRHA to pay timely the interest on and the principal of notes to be issued for such interim financing; and

**WHEREAS**, FCRHA, pursuant to the Board’s request and a payment agreement, issued on February 16, 2006 a bond anticipation note (the “Original Note”), the proceeds of which were used to pay a portion of the purchase price of the Property; and

**WHEREAS**, FCRHA, pursuant to the Board's request and the terms of a payment agreement, issued on February 13, 2007, a bond anticipation note (the "2007 Note") the proceeds of which were used to pay the principal of the Original Note; and

**WHEREAS**, FCRHA, pursuant to the Board's request and the terms of a payment agreement, issued on February 11, 2008, bond anticipation notes (the "2008 Notes") the proceeds of which were used to pay a portion of the principal of the 2007 Note; and

**WHEREAS**, FCHRA, pursuant to the Board's request and the terms of a payment agreement, issued on May 19, 2011, bond anticipation notes (the "2011 Notes") the proceeds of which were issued to pay the principal of and interest on the outstanding 2008 Notes; and

**WHEREAS**, FCHRA, pursuant to the Board's request and the terms of a payment agreement, issued on February 14, 2013, bond anticipation notes (the "Outstanding Notes") the proceeds of which were issued to pay the principal of and interest on the outstanding 2011 Notes; and

**WHEREAS**, the Outstanding Notes are maturing on March 1, 2015, and FCRHA desires to provide new financing, which together with other County funds, shall pay the principal of and interest on the Outstanding Notes; and

**WHEREAS**, FCRHA and the Board propose to enter into a Loan Agreement (the "Affordable Housing Loan Agreement") by and among FCRHA, the Board and Bank of America, N.A. (the "Bank") to provide a loan in an amount not to exceed \$19,000,000 (the "2015 Loan") to refinance the Outstanding Notes; and

**WHEREAS**, FCRHA proposes to issue a promissory note (the "Affordable Housing Loan Note") to the Bank in a principal amount of up to \$19,000,000 pursuant to the Housing Authorities Law, Chapter 1, Title 36, Code of Virginia of 1950, as amended, as evidence of its obligation to make principal and interest payments on the 2015 Loan under the Affordable Housing Loan Agreement; and

**WHEREAS**, the County and FCRHA anticipate providing further interim financing or long term permanent financing for the Property, including, in either case, provision for payment of the Affordable Housing Loan Note not later than the stated maturity of the Affordable Housing Loan Note in Fiscal Year 2018; and

**WHEREAS**, the County proposes to enter into a payment agreement with FCRHA (the "Payment Agreement") by the terms of which the County will agree to make payments to FCRHA in sufficient amounts for FCRHA to pay timely the interest and, if and to the extent that provision for payment is not made from other sources, the principal of the Affordable Housing Loan Note and all other amounts due and owing under the Affordable Housing Loan Agreement (the "County Payments"); and

**WHEREAS**, the Board proposes to enter into a ground lease with FCRHA (the "Ground Lease") by the terms of which the Board has leased the Property to FCRHA; and

**WHEREAS**, there has been presented to the Board a proposed form of an assignment agreement (the "Assignment Agreement") pursuant to which FCRHA will assign to the Bank all of FCRHA's rights under the Payment Agreement, including FCRHA's rights to County Payments under, and to enforce the terms and provisions of, the Payment Agreement; and

**WHEREAS**, there has been presented to the Board a proposed form of the Affordable Housing Loan Note as Exhibit B to the Affordable Housing Loan Agreement; and

**WHEREAS**, the Board has duly reviewed and considered the forms of the Affordable Housing Loan Agreement, the Payment Agreement, the Ground Lease, the Assignment Agreement, and the Affordable Housing Loan Note and has determined that each is in acceptable form; and

**WHEREAS**, the Board has determined that it is necessary to delegate to appropriate County officials authority to request the issuance of the Affordable Housing Loan Note and the details of the transaction, but subject to the guidelines and standards established hereby; now, therefore,

**BE IT RESOLVED** by the Board of Supervisors of Fairfax County, Virginia, as follows:

**SECTION 1.** The form of the Affordable Housing Loan Agreement presented to this meeting is approved, and the Fairfax County Chairman or Vice Chairman of the Board or the County Executive or Chief Financial Officer (each a “Delegate”), as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, and the Clerk or any Deputy Clerk is authorized and directed to impress the County’s seal upon, the Affordable Housing Loan Agreement in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Affordable Housing Loan Agreement, such execution being conclusive evidence of such approval.

**SECTION 2.** FCRHA is hereby requested to issue the Affordable Housing Loan Note to the Bank in a principal amount not to exceed \$19,000,000 million sufficient, along with other money to be provided by the County, to refinance the Outstanding Notes; such Affordable Housing Loan Note to have an interest rate not to exceed 3.0%. The form of the Affordable Housing Loan Note presented to this meeting as Exhibit B to the Loan Agreement is approved. The execution by a Delegate of the Affordable Housing Loan Agreement shall provide conclusive evidence of any additions or modifications to the Affordable Housing Loan Note presented to this meeting.

**SECTION 3.** The form of the Payment Agreement presented to this meeting is approved, and a Delegate, as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, and the Clerk or any Deputy Clerk is authorized and directed to impress the County’s seal upon, the Payment Agreement in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Payment Agreement, such execution being conclusive evidence of such approval.

**SECTION 4.** The form of the Ground Lease presented to this meeting is approved, and a Delegate, as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, and the Clerk or any Deputy Clerk is authorized and directed to impress the County’s seal upon, the Ground Lease in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Ground Lease, such execution being conclusive evidence of such approval.

**SECTION 5.** The form of the Assignment Agreement presented to meeting is approved, and a Delegate, as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County an acknowledgment of such Assignment Agreement in substantially

such form, with such additions and modifications as shall be approved by the Delegate executing such acknowledgement such execution being exclusive evidence of such approval.

**SECTION 6.** The execution and delivery by any Delegate of the Affordable Housing Loan Agreement, the Payment Agreement, the Ground Lease and the Assignment Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of the Delegate's approval, on behalf of the County, of the changes, if any, in the form and content of the Affordable Housing Loan Agreement, the Affordable Housing Loan Note, the Payment Agreement, the Ground Lease and the Assignment Agreement.

**SECTION 7.** The Delegates and other members, officers and employees of the Board of Supervisors and the County are hereby authorized and directed to do all acts and things required of them by the provisions of the Affordable Housing Loan Note, the Affordable Housing Loan Agreement, the Ground Lease, the Payment Agreement and the Assignment Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Affordable Housing Loan Note, the Affordable Housing Loan Agreement, the Ground Lease, the Payment Agreement and the Assignment Agreement and also to do all acts and things required of them by the provisions of this Resolution.

**SECTION 8.** Each of the Delegates is authorized to execute one or more certificates evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificate shall be conclusive evidence of the actions or determinations as stated therein.

**SECTION 9.** All actions taken by any of the Delegates and other members, officers and employees of the County in connection with the transactions authorized and approved hereby are hereby ratified and confirmed.

**SECTION 10.** Any and all resolutions of the Board of Supervisors or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

**SECTION 11.** This resolution shall take effect immediately upon its adoption.

**(Seal)            A Copy Teste:**

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Clerk to the Board of Supervisors