

4.21.15 #25

# Memorandum

## Housing Finance Authority

26750 US Highway 19 N., Suite 110

Clearwater, FL 33761

Phone: 727-223-6418



**TO:** The Honorable Chairman and Members of the Board of County Commissioners

**THROUGH:** Mark S. Woodard, County Administrator

**FROM:** Kathryn Driver, Executive Director, Housing Finance Authority of Pinellas County

**SUBJECT:** Adoption of a resolution approving the intent of the Housing Finance Authority of Pinellas County (HFA) to proceed with the financing of a Multifamily Residential Rental Housing Project through the issuance of its Multifamily Housing Revenue Bonds, in a principal amount not to exceed \$9,900,000.

**DATE:** April 21, 2015

### **Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) ADOPT THE RESOLUTION OF THE HFA TO ISSUE MULTIFAMILY HOUSING REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$9,900,000 FOR THE BENEFIT OF BOCA CIEGA PARTNERS TC, LP, A FLORIDA LIMITED PARTNERSHIP, DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA.

### **Summary Explanation/Background:**

The transaction will be financed with the proceeds of tax-exempt private activity revenue bonds and 4% low-income housing tax credit equity for approximately one to two years at which time the bonds will be retired in favor of a HUD 223(f) loan. The financing will allow the Developer to rehabilitate the Boca Ciega Townhomes (the "Property").

The Property was originally built in two phases in 1974 and 1976 and has operated as a low income property for most of the last 30 years. The Property is currently operating with project-based Section 8 rents under a HAP contract with 17 years left on the contract. The contract will remain intact and provides excellent certainty to the future rent structure. The Property is located at 3401 and 3797 37<sup>th</sup> Street South, St. Petersburg, Pinellas County, Florida.

### **Fiscal Impact/Cost/Revenue Summary:**

No County General Funds are required. All lendable funds are generated from the sale of tax-exempt housing bonds.

### **Exhibits/Attachments Attached:**

Proposed Resolution

Resolution 2015-04 of the HFA

RESOLUTION NO. 15-\_\_\_

A RESOLUTION APPROVING THE ISSUANCE BY THE HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY OF ITS MULTIFAMILY HOUSING REVENUE BONDS, SERIES 2015 IN THE AGGREGATE AMOUNT NOT TO EXCEED \$9,900,000 TO PROVIDE FUNDS TO FINANCE THE MULTIFAMILY RESIDENTIAL RENTAL HOUSING PROJECT FOR THE BENEFIT OF BOCA CIEGA PARTNERS TC, LP, A FLORIDA LIMITED PARTNERSHIP, OR ITS AFFILIATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Housing Finance Authority of Pinellas County, Florida (the "Authority") has authorized the initiation of official action to issue its Multifamily Housing Revenue Bonds, Series 2015 (Boca Ciega Townhomes) (the "Bonds") on behalf of Boca Ciega Partners TC, LP, a Florida limited partnership, to provide financing or refinancing for the acquisition, rehabilitation and equipping of a residential rental facility to be known as Boca Ciega Townhomes, to consist of approximately 109 units to be located on approximately 6.29 acres located at 3401 and 3797 37<sup>th</sup> Street South, St. Petersburg, Florida; and

WHEREAS, the Authority conducted a public hearing on April 1, 2015, notice of which hearing was published on March 15, 2015, in the *Business Observer* (a copy of which notice is attached hereto as Exhibit "A" and incorporated herein), for the purpose of considering the issuance of the Bonds by the Authority in the aggregate principal amount not to exceed \$9,900,000, in conformance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended. Said public hearing disclosed no reason why the Bonds should not be issued.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA:

Section 1. The Board, pursuant to, and in accordance with, the requirements set forth in Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance by the Authority of its not to exceed \$9,900,000 Multifamily Housing Revenue Bonds (Boca Ciega Townhomes), Series 2015.

Section 2. Nothing contained in this consent and approval shall be deemed to create any obligation or obligations of Pinellas County or the Board of County Commissioners.

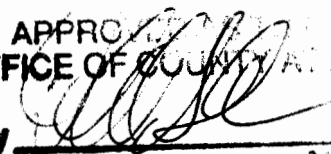
Section 3. This resolution shall take effect immediately upon its adoption

In a regular meeting duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2015, Commissioner \_\_\_\_\_ offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner \_\_\_\_\_ and upon call the vote was:

AYES:

NAYS:

ABSENT AND NOT VOTING:

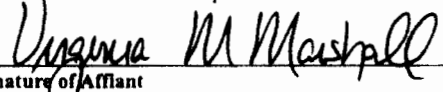
APPROVED  
OFFICE OF COUNTY ATTORNEY  
By   
Attorney

**Tampa Bay Times**  
Published Daily

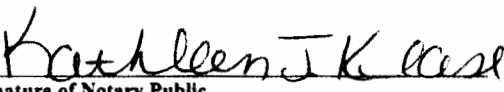
STATE OF FLORIDA                     } ss  
COUNTY OF Pinellas County

Before the undersigned authority personally appeared **Virginia Marshall** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper published at St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: PUBLIC HEARING** was published on **Tampa Bay Times: 3/15/15**, in said newspaper in the issues of **Baylink All Pinellas**

Affiant further says the said **Tampa Bay Times** is a newspaper published in St. Petersburg, in said Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as a second class mail matter at the post office in St. Petersburg, in said Pinellas County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

  
Signature of Affiant

Sworn to and subscribed before me this 03/15/2015.

  
Signature of Notary Public

Personally known       ✓       or produced identification

Type of identification produced \_\_\_\_\_



KATHLEEN J. KLAKE  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE203640  
Expires 6/20/2016

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Housing Finance Authority of Pinellas County, Florida (the "Authority") will hold and conduct a public hearing to be held on Wednesday, April 1, 2015, beginning at 2:45 p.m. or as soon thereafter as such matters may be heard, at the Board of County Commissioner's Assembly Room, Fifth Floor, at the Pinellas County Courthouse, 315 Court Street, Clearwater, Florida, for the purpose of receiving comments and hearing discussion concerning a plan of financing (within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended), on the following:

The proposed issuance by the Authority of its Multifamily Housing Revenue Bonds, in an aggregate principal amount of not to exceed \$9,900,000 in one or more series, to provide financing for the acquisition, equipping and rehabilitation of residential rental facilities known as Boca Ciega Townhomes consisting of approximately 109 units currently existing on two adjacent parcels located at 3401 and 3797 37th Street South, St. Petersburg, Florida to be occupied by persons of low to moderate income and owned and operated by Boca Ciega Partners TC, LP, a Florida limited partnership, and/or its affiliates.

All interested parties are invited to present their comments at the time and place set forth above.

Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency publishing this notice no later than seven days prior to the proceeding at the address given in this notice. Telephone: 727-847-8110; 1-800-955-8771 (TTD) or 1-800-955-8770 (V), via Florida Relay Service.

HOUSING FINANCE AUTHORITY OF  
PINELLAS COUNTY, FLORIDA  
(100958) 3/15/2015

RESOLUTION NO. 2015-04

RESOLUTION AMENDING RESOLUTION NO. 2013-10; EXPRESSING THE INTENT OF THE HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY, FLORIDA TO PROCEED WITH THE FINANCING OF A MULTIFAMILY RESIDENTIAL RENTAL HOUSING PROJECT THROUGH THE ISSUANCE OF ITS MULTIFAMILY HOUSING REVENUE BONDS, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$9,900,000 FOR THE BENEFIT OF BOCA CIEGA PARTNERS TC, LP, A FLORIDA LIMITED PARTNERSHIP, OR ITS AFFILIATE; RATIFYING THE SCHEDULING OF A PUBLIC HEARING ON THE FINANCING; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Housing Finance Authority of Pinellas County, Florida (the "Authority") has, in Resolution No. 2013-10 determined that a shortage of safe and sanitary housing for persons and families of low to moderate income, within Pinellas County, State of Florida will be partially alleviated by the addition by a private owner of a low to moderate income housing project known as Boca Ciega Townhomes to consist of approximately 109 units to be located in St. Petersburg, Florida (the "Project), to be owned by Boca Ciega Partners TC, LP, a Florida limited partnership, or its affiliate (the "Owner"); and

WHEREAS, in order to finance the cost of the financing for the acquisition, rehabilitation and equipping of the Project, the Authority expressed its intent to issue its Multifamily Housing Revenue Bonds, in an amount currently estimated not to exceed \$8,000,0000, for the benefit of the Owner in one or more series (collectively, the "Bonds") and to enter into a Loan or Financing Agreement, a Trust Indenture, a Land Use Restriction

Agreement, an Arbitrage Rebate Agreement and other necessary documents with respect to the Project; and

WHEREAS, the Owner has requested the Authority to increase the estimated not to exceed amount of the Bonds to \$9,900,000; and

WHEREAS, in order to issue the Bonds it will be necessary to conduct a public hearing and obtain approval by the Board of County Commissioners of Pinellas County, Florida in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, in order to set forth the agreement between the Authority and the Owner regarding the issuance of the Bonds by the Authority, the Authority desires to approve and to thereafter execute and deliver a Memorandum of Agreement with the Owner.

NOW, THEREFORE, BE IT RESOLVED by the members of the Housing Finance Authority of Pinellas County, Florida, a lawful quorum of which is duly assembled, as follows:

SECTION 1. Declaration of Official Intent. The Authority, in Resolution No. 2013-10 expressed its interest in approving at a later date, by appropriate resolution, the financing of the Project through the issuance of its Bonds in a principal amount of not to exceed \$9,900,000, and the execution of the necessary documents, including a Trust Indenture, Loan or Financing Agreement, Land Use Restriction Agreement and Arbitrage Rebate Agreement, and the Owner was thereby authorized to incur expenditures on the costs of the Project, which expenditures may be reimbursed to the Owner from the proceeds of the Bonds upon their issuance. This Resolution amends Resolution No. 2013-10, and constitutes an amendment to the Authority's

declaration of "official intent" by the Authority toward the issuance of the Bonds, within the meaning of Treasury Regulation Section 1.150-2.

SECTION 2. Good Faith Deposit. As a condition to proceeding with the issuance of the Bonds, the Owner shall make an additional non-refundable deposit with the Authority in the amount of \$1,900.00, being one-tenth of one percent (0.1%) of the increased principal amount of the Bonds to be issued. The Owner's required deposit with the Authority's bond counsel, financial advisor and general counsel of the retainer fees required by the Authority's Multifamily Rental Housing Development guidelines have been made. The Owner will be responsible for all costs of issuance associated with the issuance of the Bonds.

SECTION 3. Memorandum of Agreement. In order to assure the location of and to induce the Owner to locate the Project in the boundaries of the County, with the resulting public benefits which flow therefrom, and to more effectively serve the purposes of the Act, the proposed Memorandum of Agreement to be made between the Authority and the Owner, in the form attached hereto as Exhibit A. The Chairman or the Vice Chairman of the Authority is hereby authorized and directed to execute the Memorandum of Agreement in the name of and on behalf of the Authority, and the Secretary or an Assistant Secretary of the Authority is hereby authorized and directed to attest the same and to affix thereto the official seal of the Authority, and the Chairman or Vice Chairman is hereby authorized to deliver the Memorandum of Agreement to the Owner. Such officers and all other officers of the Authority are hereby authorized to execute and deliver such further agreements, instruments and documents and to take such further action as may be necessary and desirable to effectuate and

carry out the intent and purposes of the Memorandum of Agreement, when executed and delivered by the Authority and Owner.

SECTION 4. Public Hearing Authorized. The scheduling and advertisement of the public hearing regarding the issuance of the Bonds as required by Section 147(f) of the Code on April 1, 2015 is hereby ratified and approved, and the Director is hereby authorized and directed to make a report to the Board of County Commissioners of Pinellas County of the public hearing.

SECTION 5. Scope of Approval. It is expressly stated and agreed that the adoption of this Resolution is not a guaranty, express or implied, that the Authority shall approve the closing and issue the Bonds for the Project. The Owner shall hold the Authority and its past, present and future members, officers, staff, attorneys, financial advisors and employees harmless from any liability or claim based upon the failure of the Authority to close the transaction and issue the Bonds or any other cause of action arising from the adoption of this Resolution, the processing of the financing for the Project, or the issuance of the Bonds.

SECTION 6. Repealing Clause. All resolutions and orders or parts thereof, of the Authority, in conflict herewith are, to the extent of such conflict, hereby modified to the extent of such conflict.

SECTION 7. Compliance with Open Meeting Laws. It is found and determined that all formal actions of this Authority concerning and relating to the adoption of this Resolution were taken in an open meeting of the members of this Authority and that all deliberations of the members of this Authority and of its committees, if any, which resulted in such formal

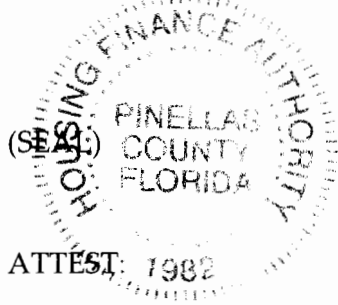


EXHIBIT A  
MEMORANDUM OF AGREEMENT

action were taken in meetings open to the public, in full compliance with all legal requirements.


SECTION 8. Effective Date. This resolution shall become effective immediately upon its adoption.

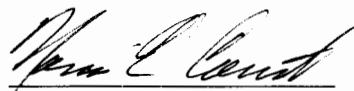
ADOPTED this 1st day of April, 2015.



HOUSING FINANCE AUTHORITY  
OF PINELLAS COUNTY, FLORIDA

By

  
Chairman

  
Secretary/Treasurer

## MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT, dated as of the 1st day of April, 2015, between the HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY, FLORIDA (the "Authority") and BOCA CIEGA PARTNERS TC, LP, a Florida limited partnership, duly organized and existing under the laws of the State of Florida (the "Owner").

SECTION 1. The matters of mutual inducement and reliance which resulted in the execution of this Memorandum of Agreement are as follows:

(a) The Authority is authorized and empowered by Chapter 159, Part IV, Florida Statutes, as amended (the "Act"), to provide for the issuance of and to issue and sell its revenue bonds for the purpose of paying all or any part of the cost of any "affordable housing project" as defined in the Act.

(b) The Authority, in Resolution No. 2013-10 (the "Official Intent Resolution") adopted on November 6, 2013, declared its intent to issue and sell its Multifamily Housing Revenue Bonds, in the aggregate principal amount of not to exceed \$8,000,000, in one or more series at one or more times, a portion of which may be issued as taxable bonds (the "2013 Bonds"), and the Owner has subsequently amended its application to increase the principal amount of such bonds to \$9,900,000.

(c) In order to improve the availability of affordable housing in Pinellas County, Florida (the "County") the Authority has amended its Official Intent Resolution to authorize the issuance of its Multifamily Housing Revenue Bonds, in the aggregate principal amount of not to exceed \$9,900,000, in one or more series at one or more times, a portion of which may be issued as taxable bonds (the "Bonds").

(d) The Authority intends to use the proceeds thereof, to the extent of such proceeds, as follows: (i) to pay all or any part of the cost of issuance of the Bonds, (ii) to pay all or any part of the cost of the acquisition, equipping and rehabilitation of the multifamily residential rental facilities known as Boca Ciega Townhomes located at 3401 and 3797 37<sup>th</sup> Street South, St. Petersburg, Pinellas County, Florida (the "Project") on behalf of the Owner, and (iii) to pay any other "cost" (as defined in the Act) of the Project.

(e) The Authority intends to finance the Project for the Owner from proceeds of the sale of its Bonds, such loan to be payable by the Owner in installments sufficient to pay the principal of, premium (if any), interest and costs due on the Bonds when and as the same become due.

(f) The Owner has requested that the Authority enter into this Memorandum of Agreement for the purpose of declaring the Authority's intention to provide financing to pay a portion of the cost of the Project.

(g) The Authority, by resolution duly passed and adopted, has made certain findings and determinations and has approved and authorized the execution and delivery of this Memorandum of Agreement.

(h) The Owner represents that Bond proceeds will not be used to finance any costs for the Project incurred prior to the date that is 60 days prior to the date on which the Authority first declared its "official intent" to issue its revenue bonds to finance the Project as described in Treasury Regulation Section 1.150-2, except to the extent allowed by federal tax law.

SECTION 2. The Authority will cooperate with the Owner and its agents in the Owner's efforts to find one or more purchasers for the Bonds, and if purchase arrangements satisfactory to the Authority and the Owner can be made by the Owner and its agents, the Authority will authorize the issuance and sale of the Bonds, and will issue and sell the Bonds to such purchaser or purchasers of the Bonds as may be designated by the Owner, all upon such terms and conditions as shall be approved by the Owner and the Authority and authorized by law; provided, however, that in the event and during the time in which the Bonds are not rated in one of the two highest rating categories by at least one nationally recognized credit rating agency, the Authority will approve the sale of the Bonds solely as a single bond in a denomination equal to the principal amount thereof (or of each series thereof) and solely to a single accredited investor which will at no time cause the Bonds to be offered for sale to the general public (unless the Bonds are then rated in one of the two highest rating categories by a nationally recognized rating agency). The Bonds will be payable solely from the revenues and proceeds derived by the Authority from payments by the Owner derived from the operation, leasing or sale of the Project, and will not constitute a debt, liability or obligation of the Authority, or of the State or of any other political subdivision thereof. The Authority shall not be obligated to pay the same nor interest, premium (if any) or costs thereon except from the revenues and proceeds pledged therefor, and neither the faith and credit nor the taxing power of the Authority or of the State or of any other political subdivision thereof will be pledged to the payment of the principal of, premium (if any), interest or costs due pursuant to or under such Bonds.

From the date hereof, until the sale of the Bonds, the Owner will, within ten (10) days after its occurrence, notify the Authority of any material change, whether or not adverse, in the business, operations or financial condition of the Owner. In the event the Authority shall, at any time prior to sale of the Bonds, determine in its sole discretion that there has been a material adverse change in the business, operations or financial condition of the Owner based upon financial statements or notices provided by the Owner in accordance herewith, the obligation of the Authority to issue and sell the Bonds shall, at the option of the Authority, be terminated.

SECTION 3. The Authority will, at the proper time, and subject in all respects to the prior advice, consent and approval of the Owner, submit applications, adopt such proceedings and authorize the execution of such documents as may be necessary and advisable for the authorization, sale and issuance of the Bonds and the construction and equipping of the Project, all as shall be authorized by law and mutually satisfactory to the Authority and the Owner.

SECTION 4. The Bonds issued shall be in such aggregate principal amount, shall bear interest at such rate or rates, shall be payable at such times and places, shall be in such forms and denominations, shall be sold in such manner and at such time or times, shall have such provisions for redemption, shall be executed, and shall be secured, all as shall be authorized by the Act and all on terms mutually satisfactory to the Authority and the Owner.

SECTION 5. The Authority will use and apply the proceeds of the issuance and sale of the Bonds, or cause such proceeds to be used and applied, to the extent of such proceeds, to pay the cost of the Project, and will loan such Bond proceeds to the Owner for the Project pursuant to a financing agreement requiring the Owner to make payment for the account of the Authority in installments sufficient to pay all of the interest, principal, redemption premiums (if any) and other costs due under and pursuant to the Bonds when and as the same become due and payable, to operate, repair and maintain the Project at the Owner's own expense, to pay all other costs incurred by the Authority in connection with the financing of the acquisition, rehabilitation, expansion, equipping and administration of the Project which are not paid out of the Bond proceeds or otherwise for so long as any of the Bonds remain outstanding, and for the conveyance to the Owner of all rights, title and interest of the Authority in and to the Project when all of the obligations of the Owner under the financing agreement have been performed and satisfied.

SECTION 6. The Owner hereby acknowledges and accepts that it shall be solely responsible for the acquisition, equipping, and rehabilitation of the Project, it being understood and agreed that the Owner shall provide all services incident to the construction and equipping of the Project (including, without limitation, the preparation of plans, specifications and contract documents, the award of contracts, the inspection and supervision of work performed, the employment of engineers, architects, building and other contractors) and that the Owner shall pay all costs of the Project, subject to reimbursement by the Authority upon the issuance and sale of the Bonds as permitted by applicable State law and federal tax law, and the use and application of the proceeds thereof as provided above. The Authority shall have no responsibility for the provision of the aforesaid services. The Owner agrees that to the extent that the proceeds derived from the sale of the Bonds are not sufficient to complete the Project, the Owner, as the owner of the Project, will be responsible for supplying all additional funds which are necessary for the completion of the Project. So long as this Memorandum of Agreement is in effect all risk of loss to the Project will be borne by the Owner.

SECTION 7. At or prior to the time of issuance and sale of the Bonds, the Authority will enter into a trust indenture with a corporate trustee (the "Trustee") to secure the Bonds,

whereby the Authority's interest in the Project, the financing agreement with the Owner, and all fees, rents, charges, proceeds from the operation of the Project, and other funds and revenues in respect of the Project, will be pledged and assigned to the Trustee, and held by the Trustee in trust, for the benefit of the holders, from time to time, of the Bonds.

SECTION 8. At or prior to the time of issuance and sale of the Bonds, the following conditions precedent shall have been satisfied:

(a) The Owner shall have satisfactorily completed all procedures established by the Authority for the review and approval of multifamily housing revenue bond issues, and provided for the payment of all costs of issuance associated with the issuance of the Bonds, including, but not limited to, the fees and expenses of the Authority, its counsel, bond counsel (in accordance with the Authority's fee schedule), fees and expenses of the trustee, credit enhancement fees, rating fees, printing costs and any underwriting fees and expenses.

(b) The Authority shall have duly passed and adopted resolutions making all findings required by law and authorizing the issuance and sale of the Bonds and the execution and delivery of the financing agreement, the trust indenture and such other agreements, instruments and documents as may be required to be specifically authorized. It is an express condition of this Memorandum of Agreement that the Bonds be sold only in the manner approved by the Authority.

(c) The Owner shall have authorized the execution, delivery and performance of the financing agreement, and approved the trust indenture and the issuance and sale of the Bonds, and authorized or approved such other agreements, instruments and documents for which specific authorization or approval may be required.

(d) The Owner shall have provided a satisfactory opinion of its counsel with respect to the due authorization, execution and delivery of the financing agreement, and related agreements, instruments and documents, their legality, validity, binding effect and enforceability in accordance with their respective terms, and the absence of any violation of law, rule, regulation, judgment, decree or order of any court or other agency of government and agreements, indentures or other instruments to which the Owner is a party or by which it or any of its property, is or may be bound and to such other matters as may be reasonably requested.

(e) The Owner and the Authority shall have executed and delivered such non-arbitrage certificates and representations, as may be required to comply with Section 148 of the Internal Revenue Code of 1986, as amended or any similar successor provisions and the regulations, rulings and interpretative court decisions thereunder.

(f) Bryant Miller Olive P.A., as bond counsel, shall have delivered its opinion with respect to the validity of the Bonds, and to the income tax status of the interest on the Bonds.

(g) The Owner shall have provided such other or additional representations, warranties, covenants, agreements, certificates, financial statements, and other proofs as may be required by the Authority or by Bryant Miller Olive P.A., as bond counsel.

(h) There shall have been obtained confirmation of an allocation from the Division of Bond Finance of the State of Florida or any successor thereto for issuance of the Bonds to finance the Project.

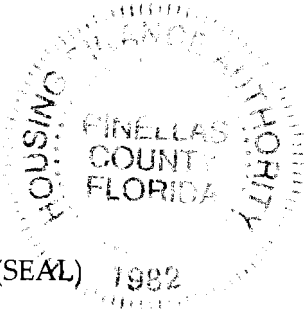
SECTION 9. In the event that the Bonds are not issued and sold and the transactions contemplated hereby are not closed within the time limit permitted by the confirmation of an allocation (referred to in 8(h) above) for any reason whatsoever and whether or not as a result of any failure to find one or more purchasers for the Bonds, any default or failure of performance by the Authority, the inability of the Authority to issue and sell the Bonds or the failure or inability of the Authority and the Owner to agree to the terms and conditions of the agreements, instruments and other documents provided for herein or contemplated hereby, the Owner agrees unless waived in the sole discretion of the Authority that:

(a) The Owner will (i) pay all its costs and expenses, including any fees due any attorneys, financial agents or others employed by the Owner, (ii) pay the reasonable fees and expenses of bond counsel, and (iii) reimburse the Authority for all reasonable out-of-pocket costs and expenses, including reasonable fees and expenses of the Authority's counsel and bond counsel, which the Authority may have incurred in connection with or contemplated by this Memorandum of Agreement.

(b) The Owner will indemnify and hold the Authority, and the Authority's members, officers, employees and agents, harmless against any liabilities, allegations or claims of loss or damage (including attorneys' fees and expenses) pertaining to the Project, the Bonds, or any transaction contemplated hereunder, or arising out of or predicated upon this Memorandum of Agreement, any action or non-action taken or omitted in reliance upon this Memorandum of Agreement, or any default or failure of performance hereunder.

SECTION 10. No covenant or agreement contained in this Memorandum of Agreement or the Bonds, the trust indenture, the financing agreement, or in any other instrument relating to the Bonds or the Project, shall be deemed to be a covenant or agreement or any member, officer, employee or agent of the Authority in an individual capacity, and neither the members or any other officer of the Authority executing the Bonds or any such agreements or instruments shall be liable personally thereon or be subject to any personal liability or accountability by reason thereof.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement and affixed their respective seals, as of the date first written above.



HOUSING FINANCE AUTHORITY OF PINELLAS  
COUNTY, FLORIDA

By: [Signature]  
Chairman

ATTEST:

[Signature]  
[Assistant] Secretary

BOCA CIEGA PARTNERS TC, LP, a Florida  
limited partnership

By: 3401 37<sup>TH</sup> STREET, LLC, a Florida limited  
liability company, as its general partner

By: [Signature]  
Todd Menowitz  
Its General Partner and Manager