

MINUTES OF THE DECEMBER 18, 2023 MEETING OF
THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF
THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

The Board of Directors (the “Board of Directors”) of The Health and Educational Facilities Board of The Metropolitan Government of Nashville and Davidson County, Tennessee (the “Corporation”), a public corporation, met in public, special session in Metropolitan County Council Committee Room No. 1, 2nd Floor, Metropolitan Courthouse, Nashville, Tennessee, on the 18th day of December, 2023, at 10:00 a.m., local time, pursuant to call and waiver of same, with the following members of the Board of Directors of the Corporation being present:

Becky Sharpe, Chair
Malika Clinkscales, Secretary
Chelle Baldwin, Member
Kenetha Carr, Member
Matt Pulle, Member
Tyler Brasher, Member
Lisa Hammonds, Member

Also present were Cindy Barnett and Taylor Brooks of Adams and Reese LLP, Legal Counsel for the Corporation, and the following additional persons:

Evan Holladay, Holladay Ventures
Reed Lower, Holladay Ventures
Charles Carpenter, Carpenter Law, PLLC
Corbin Carpenter, Carpenter Law, PLLC

The meeting was called to order by the Chair who then duly noted the presence of a quorum of the members of the Board of Directors of the Corporation.

At the request of the Chair, Ms. Barnett then presented the following documents: (1) Waiver of Notice and Call of Special Meeting; and, (2) the Public Notice stating the time, place, and purpose of the Special Meeting of the Board of Directors, said Notice having been published once on or about Sunday, December 10, 2023, in *The Tennessean*, a newspaper of general circulation in Nashville and Davidson County, Tennessee.

The minutes of the meeting of the Board of Directors held on December 6, 2023 were then presented. Upon motion by Ms. Baldwin and seconded by Mr. Brasher, such minutes were approved, all members present voting affirmatively thereon, subject to any correction at any future meeting(s) of the Board of Directors of the Corporation.

Ms. Hammonds joined the meeting at this time.

The Chair then stated that it was necessary to hold a public comment period required by Section 8-44-112 of the Tennessee Code Annotated. The Chair asked if there was anyone

present from the public who wished to provide comments to the Board of Directors. The Chair recognized Mr. Charles Carpenter and Mr. Corbin Carpenter of Carpenter Law, PLLC, who expressed their interest in acting as the Corporation's legal counsel and provided the Board of Directors a statement of qualifications. The Chair then asked if there was anyone else present from the public who wished to provide comments to the Board of Directors. The Chair then noted that there was no one else from the public present who wished to provide comments to the Board of Directors and then declared the public comment period closed.

The Chair then recognized Mr. Evan Holladay and Mr. Reed Lower of Holladay Ventures, who requested on behalf of Joseph Ave Partners, LP, a Tennessee limited partnership, that the Board of Directors of the Corporation consider the supplemental final approval of that certain not to exceed \$34,000,000 Multifamily Housing Revenue Bond (Joseph Ave Apartments Project) Series 2023 (the "Joseph Ave Bond"), the proceeds of the sale thereof to be loaned to Joseph Ave Partners, LP, to finance the acquisition, construction and equipping of an approximately 140-unit multifamily housing facility to be located at or near 590 Joseph Avenue, Nashville, Davidson County, Tennessee. Mr. Holladay generally described the proposed project, its history, and the community benefits aspect of the proposed project. Mr. Holladay elaborated on the affordability parameters and the rising construction costs.

After questions and discussion by members of the Board of Directors of the Corporation, The Chair then stated that it was necessary to hold a public hearing required by Section 147(f) of the Internal Revenue Code of 1986, as amended, in connection with the consideration of the issuance of the Joseph Ave Bond and the nature and location of the facilities to be financed with the Joseph Ave Bond. The Chair then asked if there was anyone present from the public who wished to speak on behalf of or oppose the issuance of the Joseph Ave Bond or the nature and location of the facilities to be financed with the Joseph Ave Bond. The Chair then noted that there was no one from the public present who wished to speak on behalf of or oppose such approval and then declared the public hearing closed.

After further questions and discussion by the members of the Board of Directors of the Corporation, the following Resolution was presented:

RESOLUTION AUTHORIZING AND APPROVING ALL DOCUMENTS, INSTRUMENTS, ACTIONS, AND MATTERS NECESSARY OR APPROPRIATE FOR, OR PERTAINING TO, THE ISSUANCE, SALE, AND DELIVERY BY THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, OF ITS MULTIFAMILY HOUSING REVENUE BOND (JOSEPH AVE APARTMENTS PROJECT) SERIES 2023 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-FOUR MILLION DOLLARS (\$34,000,000)

WHEREAS, The Health and Educational Facilities Board of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Issuer"), is a public, nonprofit corporation organized and existing under, and by virtue of, the provisions of Title 48, Chapter 101, Part 3, Tennessee Code Annotated, as amended (the "Act");

WHEREAS, the purpose of said Act, as stated therein, is to authorize the incorporation in the several municipalities in the State of Tennessee of public corporations to finance, acquire, own, lease, and/or dispose of properties to the end that such corporations may be able to, among other things, promote the health and higher education of the people of the State and maintain and increase commerce, welfare, prosperity, and the health and living conditions of, and increase the quantity of housing available for, the people of the State of Tennessee;

WHEREAS, the Issuer is authorized by the Act to, among other things, issue, sell, and deliver revenue notes and revenue bonds, and to use the proceeds therefrom for, among other things, financing, acquiring, improving, constructing, equipping, owning, leasing, and disposing of properties for the purpose of enabling certain types of entities to provide facilities, including multifamily housing facilities, in order to promote the welfare, prosperity, health, and living conditions of the people of the State of Tennessee;

WHEREAS, Joseph Ave Partners, LP, a Tennessee limited partnership (the “Borrower”), has now requested that the Issuer authorize the issuance of revenue bonds, the proceeds of the sale thereof to be loaned to the Borrower for the purpose of financing the costs of the acquisition, construction and equipping of an approximately 140 unit multifamily housing facility to be located at or near 590 Joseph Avenue in Nashville, Tennessee (such multifamily housing facility being herein called the “Project”);

WHEREAS, the Issuer has previously approved on a preliminary basis the issuance of revenue bonds for the Project in the aggregate principal amount of Thirty Million Dollars (\$30,000,000);

WHEREAS, the Issuer has previously granted final approval of the issuance of a tax-exempt revenue bond for the Project in the aggregate principal amount of Thirty Million Dollars (\$30,000,000) and a taxable revenue bond for the Project in the aggregate principal amount of Ten Million Dollars (\$10,000,000);

WHEREAS, the Borrower has requested an increase of Four Million Dollars (\$4,000,000) in the tax-exempt revenue bond for the Project for an aggregate principal amount of Thirty-Four Million Dollars (\$34,000,000);

WHEREAS, the Issuer desires to now definitively authorize and approve, the issuance, execution, sale, and delivery, of its interest bearing Multifamily Housing Revenue Bond (Joseph Ave Apartments Project) Series 2023 (the “Bond”), to be dated the date of original issuance and delivery, or such other date and series designation as may be determined by the officers of the Issuer executing the Bond, in the original principal amount of Thirty-Four Million Dollars (\$34,000,000), or such lesser original amount as may be determined by the officers of the Issuer executing the Bond, said Bond to be issued hereunder and secured by one or more Assignments of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “Assignment”), to be dated as of December 1, 2023, or such other date as may be determined by the officers of the Issuer executing the Assignment, from the Issuer to U.S. Bank National Association, in its capacity as the initial bondholder (the “Initial Bondholder”), the proceeds of

the sale of said Bond to be loaned to the Borrower for the purpose of financing the costs of the Project;

WHEREAS, the Issuer hereby finds and determines that the issuance of the Bond, and the loan of the proceeds thereof to the Borrower for the above purposes, will be in accordance with the provisions, and will further the purposes and the policies, of the Act;

WHEREAS, contemporaneously with the execution of the Assignment, the Issuer, the Borrower, the Initial Bondholder, and Cedar Rapids Bank and Trust Company in its capacity as the permanent bondholder (the "Permanent Bondholder") will enter into a bond financing agreement (the "Bond Financing Agreement"), to be dated of even date with the Assignment, specifying the terms and conditions pursuant to which the Issuer will loan the proceeds of the sale of the Bond to the Borrower for the purposes hereinbefore discussed;

WHEREAS, to evidence such loan, the Borrower will execute and deliver that certain Promissory Note (the "Note"), from the Borrower to the order of the Issuer;

WHEREAS, as security for the loan, the Borrower will execute and deliver one or more Deeds of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Security Instrument"), from the Borrower to the Issuer;

WHEREAS, the Borrower will also execute and deliver that certain Land Use Restriction Agreement (the "Land Use Restriction Agreement"), to be dated as of December 1, 2023, or such other date as may be determined by the officers of the Issuer executing the Land Use Restriction Agreement, by and among the Borrower, the Issuer, and the Permanent Bondholder;

WHEREAS, the principal of, and the premium, if any, and interest on, the Bond will be payable solely and exclusively (i) from loan payments to be made by the Borrower under the provisions of the Note, and (ii) from funds held by the Bondholder pursuant to the Bond Financing Agreement and available for such purpose;

WHEREAS, as further security for the payment of the principal and the interest on the Bond, the Issuer will assign to the Bondholder all of the right, title, and interest of the Issuer (excepting only certain rights as specified in such Assignment) in and to the Bond Financing Agreement, the Note and the Security Instrument;

WHEREAS, the Permanent Bondholder is expected to purchase the Bond in accordance with the provisions of that certain Forward Bond Purchase Agreement (the "Bond Purchase Agreement"), dated as of the date of the sale of the Bond, by and among the Borrower, the Initial Bondholder, and the Permanent Bondholder;

WHEREAS, the following documents have been presented to the Issuer for approval in connection with the issuance, sale, and delivery of the Bond:

- (1) The proposed form of the Bond,

- (2) The proposed form of the Bond Financing Agreement, including the proposed form of the Note,
- (3) The proposed form of the Security Instrument,
- (4) The proposed form of the Land Use Restriction Agreement,
- (5) The proposed form of the Bond Purchase Agreement, and,
- (6) The proposed form of the Assignment; and,

WHEREAS, it appears to the Issuer that all of such documents are in due form and that the execution, delivery, and implementation thereof, and the execution, issuance, and delivery of the Bond will facilitate and further the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

Section 1. Findings with Respect to the Project. The Issuer hereby finds that the issuance of the Bond will contribute to the general welfare, prosperity, health, and living conditions of the people of the State of Tennessee.

Section 2. Authorization of the Issuance of the Bond. Under and pursuant to the provisions of the Act, and in consideration of payment therefor, the Issuer hereby authorizes the execution, issuance, sale, and delivery to the Bondholder in consideration of payment therefor of the Bond, the proceeds of the sale thereof to be used for the purposes specified in the preamble hereto.

Section 3. Approval of the Bond. The form, content, and provisions of the Bond, as set forth therein and as presented to this meeting of the Issuer, subject to appropriate insertions and revisions, are in all particulars hereby approved, and the appropriate officers of the Issuer are hereby authorized, empowered, and directed to execute, attest, and deliver, or cause to be delivered, to the Bondholder the Bond in consideration of payment therefor in the name and on behalf of the Issuer, such Bond to be in substantially the form now before this meeting of the Board of Directors of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions, and, when the Bond shall be executed, attested, and delivered in the manner contemplated herein, in the aggregate principal amount of Thirty-Four Million Dollars (\$34,000,000), or such lesser original amount as may be determined by the officers of the Issuer executing the same, it shall conclusively be the approved form of the Bond.

Section 4. Approval of the Bond Financing Agreement. The form, content, and provisions of the Bond Financing Agreement, as presented to this meeting of the Board of Directors of the Issuer, are in all particulars approved, and the Chair and the Vice Chair, or either of them, of the Issuer are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Bond Financing Agreement in the name, and on behalf, of the Issuer.

The Bond Financing Agreement is to be in substantially the form now before this meeting of the Board of Directors of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Bond Financing Agreement, to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Bond Financing Agreement, as executed and delivered.

Section 5. Approval of the Security Instrument. The form, content, and provisions of the Security Instrument, as presented to this meeting of the Board of Directors of the Issuer, are in all particulars approved.

The Security Instrument is to be in substantially the form now before this meeting of the Board of Directors of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the Bond Financing Agreement, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

Section 6. Approval of the Land Use Restriction Agreement. The form, content, and provisions of the Land Use Restriction Agreement, as presented to this meeting of the Board of Directors of the Issuer, are in all particulars approved, and the Chair and the Vice Chair, or either of them, of the Issuer are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Land Use Restriction Agreement in the name, and on behalf, of the Issuer.

The Land Use Restriction Agreement is to be in substantially the form now before this meeting of the Board of Directors of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Land Use Restriction Agreement, to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Land Use Restriction Agreement, as executed and delivered.

Section 7. Approval of the Bond Purchase Agreement. The form, content, and provisions of the Bond Purchase Agreement, as presented to this meeting of the Board of Directors of the Issuer, are in all particulars approved.

The Bond Purchase Agreement is to be in substantially the form now before this meeting of the Board of Directors of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the Bond Financing Agreement, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

Section 8. Approval of the Assignment. The form, content, and provisions of the Assignment, as presented to this meeting of the Board of Directors of the Issuer, are in all

particulars approved, and the Chair and the Vice Chair, or either of them, of the Issuer are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Assignment in the name, and on behalf, of the Issuer.

The Assignment is to be in substantially the form now before this meeting of the Board of Directors of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all such changes or revisions.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Assignment to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Assignment, as executed and delivered.

Section 9. Miscellaneous Acts. The appropriate officers of the Issuer are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable, file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution, or any of the documents herein authorized and approved, for the authorization, issuance, and delivery by the Issuer of the Bond, including execution, delivery, and filing of Internal Revenue Service Form 8038, a Tax Exemption Agreement, and informational statements to be filed with the State of Tennessee.

Section 10. Limited Obligation and Liability. The Bond, and the interest payable thereon, is a limited obligation of the Issuer, and shall not be deemed to constitute a general debt or liability of the Issuer, but shall be payable solely from such special sources and funds provided therefor in accordance with the provisions thereof and the provisions of the Bond Financing Agreement.

Neither the State of Tennessee, nor any other political subdivision thereof, shall be liable for the payment of the principal of, or the interest on, the Bond, or for the performance of any pledge, mortgage, obligation, agreement, or certification, of any kind whatsoever of the Issuer, and neither the Bond, nor any of the pledges, mortgages, agreements, obligations, or certifications of the Issuer shall be construed to constitute an indebtedness of the State of Tennessee, or any other political subdivision thereof, within the meaning of any constitutional or statutory provisions whatsoever.

No recourse under, or upon, any statement, obligation, covenant, agreement, or certification, contained in any of the foregoing documents, including, without limitation, the Bond, and the Bond Financing Agreement; or in any other document or certification whatsoever; or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of the foregoing documents, including, without limitation the Bond, and the Assignment; or any other document or certification, whatsoever,

shall be had against any incorporator, member, director, or officer, as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for, or to, the Issuer, or any receiver thereof, or from, or to, the owner of the Bond for any sum that may be due and unpaid by the Issuer upon the Bond, or the interest payable thereon. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such incorporator, member, director, or officer, as such, to respond by reason of any act or omission on his or her part of otherwise for, directly or indirectly, the payment for, or to, the Issuer or any receiver thereof, or for, or to, the owner of the Bond, of the principal of, or the premium, if any, or interest on, the Bond shall be deemed to have been waived and released as a condition of, and consideration for, the execution of the aforesaid documents and the issuance of the Bond.

Section 11. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope of intent of any provision hereof.

Section 12. Partial Invalidity. If any one or more of the provisions of this Resolution, or of any exhibit or attachment hereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment hereto, but this Resolution, and the exhibits and attachments hereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 13. Conflicting Resolutions Repealed. All resolutions or parts thereof in conflict herewith, are, to the extent of such conflict, hereby repealed, and this Resolution shall take effect from and after its adoption.

Approved and adopted this 18th day of December, 2023.

Chair

Attest:

Secretary

After further discussion and questions by the members of the Board of Directors of the Corporation, upon motion by Ms. Clinkscales, seconded by Ms. Baldwin, that the above Resolution be adopted, such Resolution was adopted, all members present voting affirmatively thereon.

The Chair then stated it was necessary to elect a Secretary of the Board of Directors. After questions and discussion by the members of the Board of Directors, upon motion by Chair

Sharpe, and seconded by Mr. Brasher, to nominate Ms. Baldwin as Secretary effective January 1, 2024, such motion was adopted, all members present voting affirmatively thereon.

The Chair then recognized Ms. Barnett to present, as a matter of information, confirmation of the mailings to each member of the State Reports on Debt Obligation for the issues that closed since the last meeting of the Corporation on December 6, 2023. Ms. Barnett stated the Reports presented were the following:

\$24,982,000 Multifamily Note (Nashville Christian Towers) Series 2023A

\$4,518,000 Multifamily Note (Nashville Christian Towers) Series 2023B

There being no further business, upon motion duly made, seconded, and unanimously adopted, the meeting of the Board of Directors was adjourned.

/s/ Becky Sharpe
CHAIR

/s/ Malika Clinkscales
SECRETARY