

**420 BOULEVARD OF THE ALLIES
FINANCING COOPERATION AGREEMENT**

THIS FINANCING COOPERATION AGREEMENT (the "Agreement"), effective as of the 1st day of August, 2018, is made by and between the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania (the "City"), the HOUSING AUTHORITY OF THE CITY OF PITTSBURGH ("HACP"), and the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing pursuant to the Pennsylvania Urban Redevelopment Law, 35 P.S. §§ 1701, *et seq.*, (the "URA"). Each of the foregoing may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the City, the URA, and HACP have received authorizations from their respective governing bodies to jointly purchase 420 Boulevard of the Allies, Block 1-M, Lot 150 in the 1st Ward, a 9-story, approximately 155,000 sq. ft., office building located in Pittsburgh's Central Business District (the "Property") from its current owner, 420 Allies LLC (the "Seller");

WHEREAS, the purchase of the recently renovated Property and the subsequent performance of additional build-outs for each entity will allow for the relocation of the City, the URA, and HACP from the John P. Robin Civic Building (the "Civic Building") to the Property in order to enable the City and the authorities to provide additional space for staff and enhanced public service by including a proposed first floor "one-stop shop" for City permitting activities and HACP public-facing resident services;

WHEREAS, the City, the URA, and HACP currently own the Civic Building as tenants-in-common and have determined that it would require substantial capital investment in order to make the building compliant with current City Code, address ever-increasing maintenance costs arising due to its energy inefficiencies and outdated building systems, and to reconfigure the space to add storage and make it more user-friendly for staff and the public;

WHEREAS, over the last three years the City, the URA, and HACP have participated in a thorough facility analysis and have consulted with architects and real estate professionals to evaluate the costs and risks associated with the option of renovating the Civic Building versus purchasing a newly-renovated building and have determined it is in the best interest of the Parties and the public to purchase the Property;

WHEREAS, the Parties have engaged in negotiations with the Seller and have finalized a purchase price of Twenty-Seven Million, Five Hundred Thousand Dollars (\$27,500,000), which price is within market range for this type of building in this stage of renovation;

WHEREAS, the Purchase and Sales Agreement sets the purchase price and other terms relating to the purchase of the Property and was preliminarily signed by all parties on July 11, 2018 (the "Purchase and Sales Agreement"); however, per the agreement, the purchase remains wholly subject to: (1) authorization by City Council, and (2) approval by the Board of Directors

of HACP¹ (collectively, the “Pre-Closing Authorizations”), as well as satisfactory inspection of the Property and due diligence (collectively, the “Due Diligence”);

WHEREAS, it is currently anticipated that the cost of purchase of the Property plus design, tenant build-out, and LEED commissioning for all of the Parties, including closing and related purchase costs/transfer fees and required outside services, including, but not limited, to legal and financial advisors and design and construction services, will be in an amount not to exceed Forty Million Dollars (\$40,000,000) (collectively, the “Financing”);

WHEREAS, the Parties have apportioned costs relating to each entity’s percentage use of the Property and projected renovations in order to determine each entity’s share of the total amount to be financed;

WHEREAS, City Council has approved legislation pursuant to the Pennsylvania Local Government Unit Debt Act, 53 Pa. C.S.A. §§ 8001 *et seq.*, to authorize and direct the City to incur Non-Electoral Debt through the issuance of a series of Bonds or Notes of the City of Pittsburgh in the maximum aggregate principal amount of forty million dollars (\$40,000,000.00) (the “Financing Legislation”);

WHEREAS, subject to the remaining approval of the Commonwealth Department of Community and Economic Development to issue notes/bonds, the City will be the borrower of the entire amount of the Non-Electoral Debt and be liable on the resulting promissory notes/bonds and the URA and HACP will be jointly and severally liable on their guarantees (collectively, the “Financing Security”); and

WHEREAS, the Parties desire to set forth their understanding of their respective rights and duties related to the acquisition of the Property, the Pre-Closing Authorizations, the Financing Legislation, and the Financing Security.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The recitals appearing above constitute a material part of this Agreement and are incorporated herein.

2. PRE-CLOSING CONTINGENCIES

The Parties agree to proceed with the purchase of the Property pursuant to the Purchase and Sale Agreement, provided the following occur:

- (a) Pre-Closing Authorizations are obtained²;

¹ The Board of Directors of the URA authorized the acquisition of the Property and related matters on July 16, 2018.

² However, with respect to the City of Pittsburgh, it is understood that the requirement for Pre-Closing Authorization will be limited to the authorization in Pittsburgh City Council Bill 2018-731 to transfer the City’s share of the Earnest Money as defined in the Purchase and Sale Agreement.

- (b) Financing Legislation is approved by City Council³; and
- (c) Due Diligence is satisfactorily completed.

(collectively, the “Pre-Closing Conditions”). The Parties agree to cooperate and mutually assist each other in obtaining the Pre-Closing Authorizations, approval of the Financing Legislation, and completing the Due Diligence.

3. INSURANCE AND INSPECTIONS

The Parties agree that the engineering firm of Gateway Engineers, Inc. (“Gateway”), which was selected by the URA for an as-needed engineering contract in response to a competitive RFP process in November, 2017, will conduct inspection and due diligence services for the Property on behalf of the Parties. The URA will have the Parties listed as “additional insured” on Gateway’s certificates of insurance and that all Parties receive all data and deliverables prepared by Gateway. In addition, the URA has obtained certificates of insurance from its commercial general liability insurer listing the City and HACP as additional insureds with respect to the Property through the closing date.

4. EARNEST MONEY

The Parties agree that, provided the Pre-Closing Conditions are met on or before 5:00 p.m. on August 1, 2018, each Party will deposit the sums set forth below by wire transfer initiated in time to ensure receipt by the recipient by close of business on August 2, 2018, as set forth in the Earnest Money Wire Transfer Instructions, attached hereto as Exhibit “A,” for transfer to the Seller pursuant to the Purchase and Sale Agreement, as follows:

Entity:	Payable from:	Amount:
City of Pittsburgh	JDE 4026751116.50000.00	\$1,666,667.00
HACP		\$1,666,667.00
URA		\$1,416,667.00 ⁴

5. FINANCING

A. Debt Issuance. The Parties agree to cooperate with respect to the Financing. HACP and the URA agree to guarantee the Financing jointly and severally, except that HACP’s guarantee shall be limited to eligible non-federal non-public housing assets available on the date the claim arises and the URA’s guarantee shall be supported by its General Fund.

B. URA & HACP Debt Service. Provided that closing on the Property occurs on or before October 31, 2018, the URA and HACP agree to make, and the City agrees to

³ As of August 1, 2018, the Financing Legislation has been approved by City Council but remains subject to statutory requirements of the Local Government Unit Debt Act, 53 Pa. C.S.A. §§ 8001 *et seq.*, as to the effective date and to the approval by the Department of Community and Economic Development as to the City’s ability to issue the bonds/notes.

⁴ The URA contributed the initial deposit of \$250,000.00 on June 26, 2018, via wire transfer to First American Title Insurance Company.

accept, their respectively apportioned share of the debt service payments for the Financing based on a borrowing of \$40,000,000.00 at a fixed interest rate of 3.63%, with the URA's and HACP's shares amortized over twenty-five (25) years as set forth on the attached draft URA & HACP Debt Service Term Sheet, attached as Exhibit "B," which the Parties agree to finalize before closing on the Property (collectively, the "URA & HACP Debt Service"). The URA and HACP will make their respective debt service payments to the City or to a trustee agreed upon by the Parties for facilitating such debt service payments. The Parties agree that either or both of the URA and HACP may prepay their share of the URA & HACP Debt Service beginning after the thirty-sixth month after anniversary of closing on the Property by paying their share of outstanding principal and any accrued interest and fees as shown on Exhibit B.

C. City Debt Service. The City will accept Financing with the same or similar terms to those shown on the City Debt Service Term Sheet, attached as Exhibit "C," which City Debt Service Term Sheet may be updated prior to closing. The City agrees to pay the debt service on the Financing less the URA & HACP Debt Service.

D. Financing Security. The Parties agree to cooperate with regard to the Financing Security, including, but not limited to, the execution by the URA and HACP of joint and several guarantees, etc., and other documents reasonably requested by the lender of the Financing. The City agrees that HACP and the URA shall have an opportunity to review and comment on the Financing documents.

E. Cost Sharing. The Parties have tentatively agreed to ownership of the Property as set forth in Paragraph 6 herein and to share costs, expenses, and any possible revenue (but excluding debt service), in accordance with the "Draft Pro Forma," attached hereto as Exhibit "D." The Parties agree to continue to work together to revise and update the Draft Pro Forma as Financing is finalized and bids are obtained for design and construction. The Final Pro Forma will be attached hereto upon completion and may be amended from time to time by written agreement of all Parties.

F. Distributions. The Parties agree that the proceeds of the Financing, less the cost of acquisition of the Property and all closing costs, shall be held in an account at a financial institution of the City's choosing (the "Trustee"), and shall be made available to all Parties for design/construction draws (up to the maximum amount allotted to each Party for its design and build-out on Exhibit D), which construction draws shall be submitted by each party to the Construction Manager(s) (hereinafter defined) for review and approval. The Construction Manager(s) shall review each draw request and, if appropriate, submit to the City for internal review and approval. The City shall submit all properly prepared and submitted draw requests to the Trustee for distribution.

6. OWNERSHIP

A. Structure. The Parties agree that they shall take title to the Property as tenants in common and their respective ownership interest in the building shall be as set forth on the Draft Operating Pro Forma (Exhibit D). The Parties agree to seek authorization, as applicable, to (i) execute a tenants-in-common agreement to specify their respective ownership interests, duties, and responsibilities as set forth on Exhibit D, on or before the date the Property is acquired, and to

further (ii) consider whether to take further action to structure ownership of the Property post-closing by condominimizing the Property.

B. Property Management. The Parties agree to jointly issue an RFP for property management services for the Property, to jointly select a property manager, and to seek respective authorizations for a joint contract with such property manager.

C. HACP Deed of Trust. The Parties understand and acknowledge that HACP will, on or shortly after acquisition of the Property, record a deed of trust on the portion of the Property to be owned by HACP.

7. CONSTRUCTION

A. General. The Parties agree that, with respect to the interior build-out of the Property, each Party will retain its own general contractor, which general contractor shall be selected by each Party after completion of each Party's respective competitive bidding procedure.

B. Design. The Parties agree that each Party shall be responsible for the design of the interior space that it will own and occupy, except that HACP and the City shall cooperate with respect to the design of the "one-stop shop" space on the first floor of the Property and all Parties shall cooperate with respect to the design of all common areas.

C. Construction Manager. The Parties agree to cooperate with regard to construction management, and to either (i) use a single construction manager, selected in response to a competitive bidding/RFP process and mutually-agreed upon by the Parties, or (ii) separate construction managers, each of which will cooperate with the Parties and the Trustee (collectively, the "Construction Manager(s)").

D. MWBE. The Parties agree to pursue a goal of 25% Minority-Owned Enterprise and 10% Women-Owned Enterprise participation in their respective contracts for the acquisition, design, and construction of the Property in compliance with applicable law.

8. TERM

The term of this Agreement shall commence as of the date set forth above and shall continue until the Financing is satisfied by all Parties as to their respective obligations, except if the Property has not been acquired by October 31, 2018, then this Agreement shall terminate immediately. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Paragraph 5(B), 5(D), and 5(E) shall survive termination of this Agreement.

9. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflict of laws.

10. HOME RULE CHARTER

This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter.

11. ANTI-DISCRIMINATION

All Parties hereto shall comply with the applicable sections of the Pittsburgh Code: Title Six - Conduct, Article V - Discrimination, and any amendments thereto.

12. COMPLIANCE WITH LAWS

The Parties agree to comply with all applicable federal, state, and municipal laws and regulations in the performance of this Agreement.

13. AMENDMENT

This Agreement contains all terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. This Agreement may not be changed, modified, or extended except by a written amendment duly executed by the Parties.

14. ASSIGNMENT

No Party to this Agreement may assign its rights or duties to another individual or entity, except with the prior written consent of the other Parties to this Agreement.

15. AUTHORIZING RESOLUTIONS

This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 500 of 2018, effective July 31, 2018, and Resolution No. 501 of 2018, effective July 31, 2018, attached hereto as Exhibit "E," by HACP pursuant to Resolution No. 48 of 2018, duly adopted by its Board of Directors on July 26, 2018, attached hereto as Exhibit "F," and by the URA pursuant to Resolution No. 226 of 2018, duly adopted by its Board of Directors on July 16, 2018, attached hereto as Exhibit "G."

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO 420 BOULEVARD OF THE ALLIES
COOPERATION AGREEMENT]

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and
year first above written.

ATTEST:

[Signature]
Secretary to Mayor

CITY OF PITTSBURGH

By: [Signature]
Mayor

WITNESS:

[Signature]

By: [Signature]
Director, Finance

EXAMINED BY:

[Signature]
Assistant City Solicitor

APPROVED AS TO FORM:

[Signature]
Acting City Solicitor

COUNTERSIGNATURE:

[Signature]
City Controller

52600



WITNESS/ATTEST:

HOUSING AUTHORITY OF THE CITY
OF PITTSBURGH

By: _____
Caster D. Binion
Executive Director

APPROVED AS TO LEGAL FORM:

Attorney

CITY OF PITTSBURGH
2018 AUG -1 PM 4:50
REGISTRATION

[SIGNATURE PAGE TO 420 BOULEVARD OF THE ALLIES
COOPERATION AGREEMENT]

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and
year first above written.

ATTEST:

CITY OF PITTSBURGH

Secretary to Mayor

By: _____
Mayor

WITNESS:

By: _____
Director, Department of Finance

EXAMINED BY:

APPROVED AS TO FORM:

Assistant City Solicitor

Acting City Solicitor

COUNTERSIGNATURE:

City Controller

WITNESS/ATTEST:

HOUSING AUTHORITY OF THE CITY
OF PITTSBURGH



By: 

Caster D. Binion
Executive Director

APPROVED AS TO LEGAL FORM:

Attorney

ATTEST:

URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH


Assistant Secretary

By: 
Robert Rubinstein
Executive Director

APPROVED AS TO LEGAL FORM:


Attorney

EXHIBIT A

Earnest Money Wire Transfer Instructions



NEAL GERBER EISENBERG

July 20, 2018

Elizabeth F. Radichel
Attorney at Law

Tel 312.269.5650
Fax 312.429.3500
eradicel@nge.com

VIA EMAIL

Urban Redevelopment Authority of Pittsburgh
200 Ross Street, 12th Floor
Pittsburgh, PA 15219
Email: hobbes@ura.org

Re: Purchase and Sale Agreement (the "Purchase Agreement") dated July 11, 2018 by and between 420 Allies, L.L.C. (the "Seller") and the City of Pittsburgh (the "City"), the Housing Authority of the City of Pittsburgh ("HACP"), and the Urban Redevelopment Authority of Pittsburgh (the "URA") (the City, the HACP, and the URA, collectively, the "Purchaser") regarding the property commonly known as 420 Boulevard of the Allies, Pittsburgh, Pennsylvania (the "Property").

Dear Mr. Hobbes:

We represent the Seller in connection with the sale of the Property. In accordance with Section 3.1.1 of the Purchase Agreement, the Purchaser is to deposit \$4,750,000.00 directly with Seller within one business day following the Due Diligence Contingency Date (as defined in the Purchase Agreement). Purchaser has requested that Seller provide wiring instructions for this deposit. Attached hereto as Exhibit A are the appropriate wiring instructions for Seller. You are authorized to share a copy of this letter with the City and HACP as necessary. Please let us know any questions.

Very truly yours,


Elizabeth F. Radichel

LER:lko

016931.0558.28213219.1

Exhibit A

Wire Instructions for 420 Allies, LLC:

Account Name:	420 ALLIES, LLC
Account Number:	0002367995
Bank ABA Number:	071 006 486
Bank Name:	CIBC, NA

EXHIBIT B

URA & HACP Debt Service Term Sheet

Ownership Interest & Percentage of Build-Out Debt Service

	<u>Occupancy Square Feet</u>	<u>% of Total Square Feet</u>	<u>1/3 Each Allocation of 5th Floor</u>	<u>Ownership Interest and % of Debt Service Based On Square Feet With 5th Floor</u>
City	58,918	37.46%	3.87%	41.33%
5th Floor	18,265	11.61%	-11.61%	0.00%
HACP	43,206	27.47%	3.87%	31.34%
URA	36,901	23.46%	3.87%	27.33%
Total	157,290	100.00%	0.00%	100.00%

Percentage of Acquisition Debt Service

	<u>Occupancy Square Feet</u>	<u>% of Total Square Feet</u>	<u>Premium Factor</u>	<u>% of Debt Service Based On Square Feet With Premiums</u>	<u>1/3 Each Allocation of 5th Floor</u>	<u>% of Debt Service Based On Square Feet With Premiums & 5th Floor</u>
<u>City</u>						
Share of Lower Level	5,160	3.28%	0.00%	3.28%		
Share of 1st Floor	8,182	5.20%	0.00%	5.20%		
2nd Floor	13,255	8.43%	-15.00%	7.16%		
3rd Floor	15,721	9.99%	-10.00%	9.00%		
4th Floor	15,697	9.98%	0.00%	9.98%		
Share of 8th Floor	64	0.04%	0.00%	0.04%		
Share of 9th Floor	125	0.08%	0.00%	0.08%		
Share of Roof	714	0.45%	0.00%	0.45%		
Total	58,918	37.46%	-8.33%	35.19%	3.87%	39.07%
<u>5th Floor</u>						
Share of Lower Level	1,600	1.02%				
Share of 1st Floor	713	0.45%				
5th Floor	15,673	9.96%				
Share of 8th Floor	20	0.01%				
Share of 9th Floor	39	0.02%				
Share of Roof	221	0.14%				
Total	18,265	11.61%	0.00%	11.61%	-11.61%	0.00%
<u>HACP</u>						
Share of Lower Level	5,764	3.66%	0.00%	3.66%		
Share of 1st Floor	5,578	3.55%	0.00%	3.55%		
6th Floor	15,636	9.94%	0.00%	9.94%		
7th Floor	15,599	9.92%	0.00%	9.92%		
Share of 8th Floor	45	0.03%	0.00%	0.03%		
Share of 9th Floor	87	0.06%	0.00%	0.06%		
Share of Roof	497	0.32%	0.00%	0.32%		
Total	43,206	27.47%	0.00%	27.47%	3.87%	31.34%
<u>URA</u>						
Share of Lower Level	4,923	3.13%	0.00%	3.13%		
Share of 1st Floor	1,368	0.87%	0.00%	0.87%		
8th Floor	15,390	9.78%	10.00%	10.76%		
9th Floor	14,795	9.41%	15.00%	10.82%		
Share of Roof	425	0.27%	0.00%	0.27%		
Total	36,901	23.46%	12.50%	25.85%	3.87%	29.72%
Total	157,290	100.00%			0.00%	

URA

Share of Acquisition with Floor Premiums and 1/3 of 5th Floor	29.72%	
Amount		\$8,560,507
% of Ownership applied to Build Out Costs	27.33%	
Amount		\$3,060,171
Interest Rate	3.63%	
Payment Frequency	12 X per year	
Amortization Period	25 years	
Ist Payment Due	3/1/2019	
Annual Debt Service Payments	\$707,870	

<u>Pmt #</u>	<u>Payment Amount</u>	<u>Interest</u>	<u>Principal</u>	<u>Allocation of Principal Balance</u>
0				\$11,620,678
1	\$58,989	\$35,153	\$23,837	\$11,596,841
2	\$58,989	\$35,080	\$23,909	\$11,572,933
3	\$58,989	\$35,008	\$23,981	\$11,548,952
4	\$58,989	\$34,936	\$24,054	\$11,524,898
5	\$58,989	\$34,863	\$24,126	\$11,500,772
6	\$58,989	\$34,790	\$24,199	\$11,476,572
7	\$58,989	\$34,717	\$24,273	\$11,452,300
8	\$58,989	\$34,643	\$24,346	\$11,427,954
9	\$58,989	\$34,570	\$24,420	\$11,403,534
10	\$58,989	\$34,496	\$24,494	\$11,379,041
11	\$58,989	\$34,422	\$24,568	\$11,354,473
12	\$58,989	\$34,347	\$24,642	\$11,329,831
13	\$58,989	\$34,273	\$24,716	\$11,305,115
14	\$58,989	\$34,198	\$24,791	\$11,280,323
15	\$58,989	\$34,123	\$24,866	\$11,255,457
16	\$58,989	\$34,048	\$24,941	\$11,230,516
17	\$58,989	\$33,972	\$25,017	\$11,205,499
18	\$58,989	\$33,897	\$25,093	\$11,180,406
19	\$58,989	\$33,821	\$25,168	\$11,155,238
20	\$58,989	\$33,745	\$25,245	\$11,129,993
21	\$58,989	\$33,668	\$25,321	\$11,104,672
22	\$58,989	\$33,592	\$25,398	\$11,079,275
23	\$58,989	\$33,515	\$25,474	\$11,053,800
24	\$58,989	\$33,438	\$25,551	\$11,028,249
25	\$58,989	\$33,360	\$25,629	\$11,002,620
26	\$58,989	\$33,283	\$25,706	\$10,976,914
27	\$58,989	\$33,205	\$25,784	\$10,951,130
28	\$58,989	\$33,127	\$25,862	\$10,925,268
29	\$58,989	\$33,049	\$25,940	\$10,899,327
30	\$58,989	\$32,970	\$26,019	\$10,873,309
31	\$58,989	\$32,892	\$26,097	\$10,847,211
32	\$58,989	\$32,813	\$26,176	\$10,821,035
33	\$58,989	\$32,734	\$26,256	\$10,794,779
34	\$58,989	\$32,654	\$26,335	\$10,768,444
35	\$58,989	\$32,575	\$26,415	\$10,742,030
36	\$58,989	\$32,495	\$26,495	\$10,715,535
				Balance after 36 months

37	\$58,989	\$32,414	\$26,575	\$10,688,960	
38	\$58,989	\$32,334	\$26,655	\$10,662,305	
39	\$58,989	\$32,253	\$26,736	\$10,635,570	
40	\$58,989	\$32,173	\$26,817	\$10,608,753	
41	\$58,989	\$32,091	\$26,898	\$10,581,855	
42	\$58,989	\$32,010	\$26,979	\$10,554,876	
43	\$58,989	\$31,929	\$27,061	\$10,527,816	
44	\$58,989	\$31,847	\$27,143	\$10,500,673	
45	\$58,989	\$31,765	\$27,225	\$10,473,448	
46	\$58,989	\$31,682	\$27,307	\$10,446,141	
47	\$58,989	\$31,600	\$27,390	\$10,418,752	
48	\$58,989	\$31,517	\$27,472	\$10,391,279	
49	\$58,989	\$31,434	\$27,556	\$10,363,724	
50	\$58,989	\$31,350	\$27,639	\$10,336,085	
51	\$58,989	\$31,267	\$27,723	\$10,308,362	
52	\$58,989	\$31,183	\$27,806	\$10,280,556	
53	\$58,989	\$31,099	\$27,891	\$10,252,665	
54	\$58,989	\$31,014	\$27,975	\$10,224,690	
55	\$58,989	\$30,930	\$28,060	\$10,196,631	
56	\$58,989	\$30,845	\$28,144	\$10,168,486	
57	\$58,989	\$30,760	\$28,230	\$10,140,257	
58	\$58,989	\$30,674	\$28,315	\$10,111,942	
59	\$58,989	\$30,589	\$28,401	\$10,083,541	
60	\$58,989	\$30,503	\$28,486	\$10,055,055	Balance after 5 years
61	\$58,989	\$30,417	\$28,573	\$10,026,482	
62	\$58,989	\$30,330	\$28,659	\$9,997,823	
63	\$58,989	\$30,243	\$28,746	\$9,969,077	
64	\$58,989	\$30,156	\$28,833	\$9,940,245	
65	\$58,989	\$30,069	\$28,920	\$9,911,325	
66	\$58,989	\$29,982	\$29,007	\$9,882,317	
67	\$58,989	\$29,894	\$29,095	\$9,853,222	
68	\$58,989	\$29,806	\$29,183	\$9,824,039	
69	\$58,989	\$29,718	\$29,271	\$9,794,767	
70	\$58,989	\$29,629	\$29,360	\$9,765,407	
71	\$58,989	\$29,540	\$29,449	\$9,735,959	
72	\$58,989	\$29,451	\$29,538	\$9,706,421	
73	\$58,989	\$29,362	\$29,627	\$9,676,793	
74	\$58,989	\$29,272	\$29,717	\$9,647,076	
75	\$58,989	\$29,182	\$29,807	\$9,617,270	
76	\$58,989	\$29,092	\$29,897	\$9,587,373	
77	\$58,989	\$29,002	\$29,987	\$9,557,385	
78	\$58,989	\$28,911	\$30,078	\$9,527,307	
79	\$58,989	\$28,820	\$30,169	\$9,497,138	
80	\$58,989	\$28,729	\$30,260	\$9,466,878	
81	\$58,989	\$28,637	\$30,352	\$9,436,526	
82	\$58,989	\$28,545	\$30,444	\$9,406,082	
83	\$58,989	\$28,453	\$30,536	\$9,375,546	
84	\$58,989	\$28,361	\$30,628	\$9,344,918	
85	\$58,989	\$28,268	\$30,721	\$9,314,197	
86	\$58,989	\$28,175	\$30,814	\$9,283,384	
87	\$58,989	\$28,082	\$30,907	\$9,252,477	
88	\$58,989	\$27,989	\$31,000	\$9,221,476	
89	\$58,989	\$27,895	\$31,094	\$9,190,382	

90	\$58,989	\$27,801	\$31,188	\$9,159,194	
91	\$58,989	\$27,707	\$31,283	\$9,127,911	
92	\$58,989	\$27,612	\$31,377	\$9,096,534	
93	\$58,989	\$27,517	\$31,472	\$9,065,062	
94	\$58,989	\$27,422	\$31,567	\$9,033,494	
95	\$58,989	\$27,326	\$31,663	\$9,001,831	
96	\$58,989	\$27,231	\$31,759	\$8,970,073	
97	\$58,989	\$27,134	\$31,855	\$8,938,218	
98	\$58,989	\$27,038	\$31,951	\$8,906,267	
99	\$58,989	\$26,941	\$32,048	\$8,874,219	
100	\$58,989	\$26,845	\$32,145	\$8,842,074	
101	\$58,989	\$26,747	\$32,242	\$8,809,832	
102	\$58,989	\$26,650	\$32,339	\$8,777,493	
103	\$58,989	\$26,552	\$32,437	\$8,745,056	
104	\$58,989	\$26,454	\$32,535	\$8,712,520	
105	\$58,989	\$26,355	\$32,634	\$8,679,886	
106	\$58,989	\$26,257	\$32,733	\$8,647,154	
107	\$58,989	\$26,158	\$32,832	\$8,614,322	
108	\$58,989	\$26,058	\$32,931	\$8,581,392	
109	\$58,989	\$25,959	\$33,030	\$8,548,361	
110	\$58,989	\$25,859	\$33,130	\$8,515,231	
111	\$58,989	\$25,759	\$33,231	\$8,482,000	
112	\$58,989	\$25,658	\$33,331	\$8,448,669	
113	\$58,989	\$25,557	\$33,432	\$8,415,237	
114	\$58,989	\$25,456	\$33,533	\$8,381,704	
115	\$58,989	\$25,355	\$33,635	\$8,348,069	
116	\$58,989	\$25,253	\$33,736	\$8,314,333	
117	\$58,989	\$25,151	\$33,838	\$8,280,495	
118	\$58,989	\$25,048	\$33,941	\$8,246,554	
119	\$58,989	\$24,946	\$34,043	\$8,212,511	
120	\$58,989	\$24,843	\$34,146	\$8,178,364	Balance after 10 years
121	\$58,989	\$24,740	\$34,250	\$8,144,115	
122	\$58,989	\$24,636	\$34,353	\$8,109,761	
123	\$58,989	\$24,532	\$34,457	\$8,075,304	
124	\$58,989	\$24,428	\$34,561	\$8,040,743	
125	\$58,989	\$24,323	\$34,666	\$8,006,077	
126	\$58,989	\$24,218	\$34,771	\$7,971,306	
127	\$58,989	\$24,113	\$34,876	\$7,936,430	
128	\$58,989	\$24,008	\$34,981	\$7,901,448	
129	\$58,989	\$23,902	\$35,087	\$7,866,361	
130	\$58,989	\$23,796	\$35,193	\$7,831,168	
131	\$58,989	\$23,689	\$35,300	\$7,795,868	
132	\$58,989	\$23,582	\$35,407	\$7,760,461	
133	\$58,989	\$23,475	\$35,514	\$7,724,947	
134	\$58,989	\$23,368	\$35,621	\$7,689,326	
135	\$58,989	\$23,260	\$35,729	\$7,653,597	
136	\$58,989	\$23,152	\$35,837	\$7,617,760	
137	\$58,989	\$23,044	\$35,945	\$7,581,814	
138	\$58,989	\$22,935	\$36,054	\$7,545,760	
139	\$58,989	\$22,826	\$36,163	\$7,509,597	
140	\$58,989	\$22,717	\$36,273	\$7,473,324	
141	\$58,989	\$22,607	\$36,382	\$7,436,942	
142	\$58,989	\$22,497	\$36,492	\$7,400,449	

143	\$58,989	\$22,386	\$36,603	\$7,363,847	
144	\$58,989	\$22,276	\$36,714	\$7,327,133	
145	\$58,989	\$22,165	\$36,825	\$7,290,308	
146	\$58,989	\$22,053	\$36,936	\$7,253,372	
147	\$58,989	\$21,941	\$37,048	\$7,216,325	
148	\$58,989	\$21,829	\$37,160	\$7,179,165	
149	\$58,989	\$21,717	\$37,272	\$7,141,893	
150	\$58,989	\$21,604	\$37,385	\$7,104,508	
151	\$58,989	\$21,491	\$37,498	\$7,067,010	
152	\$58,989	\$21,378	\$37,611	\$7,029,398	
153	\$58,989	\$21,264	\$37,725	\$6,991,673	
154	\$58,989	\$21,150	\$37,839	\$6,953,833	
155	\$58,989	\$21,035	\$37,954	\$6,915,880	
156	\$58,989	\$20,921	\$38,069	\$6,877,811	
157	\$58,989	\$20,805	\$38,184	\$6,839,627	
158	\$58,989	\$20,690	\$38,299	\$6,801,328	
159	\$58,989	\$20,574	\$38,415	\$6,762,913	
160	\$58,989	\$20,458	\$38,531	\$6,724,381	
161	\$58,989	\$20,341	\$38,648	\$6,685,733	
162	\$58,989	\$20,224	\$38,765	\$6,646,968	
163	\$58,989	\$20,107	\$38,882	\$6,608,086	
164	\$58,989	\$19,989	\$39,000	\$6,569,087	
165	\$58,989	\$19,871	\$39,118	\$6,529,969	
166	\$58,989	\$19,753	\$39,236	\$6,490,733	
167	\$58,989	\$19,634	\$39,355	\$6,451,378	
168	\$58,989	\$19,515	\$39,474	\$6,411,904	
169	\$58,989	\$19,396	\$39,593	\$6,372,311	
170	\$58,989	\$19,276	\$39,713	\$6,332,598	
171	\$58,989	\$19,156	\$39,833	\$6,292,765	
172	\$58,989	\$19,036	\$39,954	\$6,252,812	
173	\$58,989	\$18,915	\$40,074	\$6,212,737	
174	\$58,989	\$18,794	\$40,196	\$6,172,541	
175	\$58,989	\$18,672	\$40,317	\$6,132,224	
176	\$58,989	\$18,550	\$40,439	\$6,091,785	
177	\$58,989	\$18,428	\$40,562	\$6,051,223	
178	\$58,989	\$18,305	\$40,684	\$6,010,539	
179	\$58,989	\$18,182	\$40,807	\$5,969,732	
180	\$58,989	\$18,058	\$40,931	\$5,928,801	Balance after 15 years
181	\$58,989	\$17,935	\$41,055	\$5,887,746	
182	\$58,989	\$17,810	\$41,179	\$5,846,568	
183	\$58,989	\$17,686	\$41,303	\$5,805,264	
184	\$58,989	\$17,561	\$41,428	\$5,763,836	
185	\$58,989	\$17,436	\$41,554	\$5,722,283	
186	\$58,989	\$17,310	\$41,679	\$5,680,603	
187	\$58,989	\$17,184	\$41,805	\$5,638,798	
188	\$58,989	\$17,057	\$41,932	\$5,596,866	
189	\$58,989	\$16,931	\$42,059	\$5,554,807	
190	\$58,989	\$16,803	\$42,186	\$5,512,621	
191	\$58,989	\$16,676	\$42,314	\$5,470,308	
192	\$58,989	\$16,548	\$42,442	\$5,427,866	
193	\$58,989	\$16,419	\$42,570	\$5,385,296	
194	\$58,989	\$16,291	\$42,699	\$5,342,598	
195	\$58,989	\$16,161	\$42,828	\$5,299,770	

196	\$58,989	\$16,032	\$42,957	\$5,256,813	
197	\$58,989	\$15,902	\$43,087	\$5,213,725	
198	\$58,989	\$15,772	\$43,218	\$5,170,508	
199	\$58,989	\$15,641	\$43,348	\$5,127,159	
200	\$58,989	\$15,510	\$43,480	\$5,083,680	
201	\$58,989	\$15,378	\$43,611	\$5,040,069	
202	\$58,989	\$15,246	\$43,743	\$4,996,326	
203	\$58,989	\$15,114	\$43,875	\$4,952,450	
204	\$58,989	\$14,981	\$44,008	\$4,908,442	
205	\$58,989	\$14,848	\$44,141	\$4,864,301	
206	\$58,989	\$14,715	\$44,275	\$4,820,026	
207	\$58,989	\$14,581	\$44,409	\$4,775,618	
208	\$58,989	\$14,446	\$44,543	\$4,731,075	
209	\$58,989	\$14,312	\$44,678	\$4,686,397	
210	\$58,989	\$14,176	\$44,813	\$4,641,584	
211	\$58,989	\$14,041	\$44,948	\$4,596,636	
212	\$58,989	\$13,905	\$45,084	\$4,551,551	
213	\$58,989	\$13,768	\$45,221	\$4,506,331	
214	\$58,989	\$13,632	\$45,358	\$4,460,973	
215	\$58,989	\$13,494	\$45,495	\$4,415,478	
216	\$58,989	\$13,357	\$45,632	\$4,369,846	
217	\$58,989	\$13,219	\$45,770	\$4,324,076	
218	\$58,989	\$13,080	\$45,909	\$4,278,167	
219	\$58,989	\$12,941	\$46,048	\$4,232,119	
220	\$58,989	\$12,802	\$46,187	\$4,185,932	
221	\$58,989	\$12,662	\$46,327	\$4,139,605	
222	\$58,989	\$12,522	\$46,467	\$4,093,138	
223	\$58,989	\$12,382	\$46,607	\$4,046,531	
224	\$58,989	\$12,241	\$46,748	\$3,999,782	
225	\$58,989	\$12,099	\$46,890	\$3,952,893	
226	\$58,989	\$11,957	\$47,032	\$3,905,861	
227	\$58,989	\$11,815	\$47,174	\$3,858,687	
228	\$58,989	\$11,673	\$47,317	\$3,811,370	
229	\$58,989	\$11,529	\$47,460	\$3,763,910	
230	\$58,989	\$11,386	\$47,603	\$3,716,307	
231	\$58,989	\$11,242	\$47,747	\$3,668,560	
232	\$58,989	\$11,097	\$47,892	\$3,620,668	
233	\$58,989	\$10,953	\$48,037	\$3,572,631	
234	\$58,989	\$10,807	\$48,182	\$3,524,449	
235	\$58,989	\$10,661	\$48,328	\$3,476,121	
236	\$58,989	\$10,515	\$48,474	\$3,427,648	
237	\$58,989	\$10,369	\$48,621	\$3,379,027	
238	\$58,989	\$10,222	\$48,768	\$3,330,259	
239	\$58,989	\$10,074	\$48,915	\$3,281,344	
240	\$58,989	\$9,926	\$49,063	\$3,232,281	Balance after 20 years
241	\$58,989	\$9,778	\$49,212	\$3,183,069	
242	\$58,989	\$9,629	\$49,360	\$3,133,709	
243	\$58,989	\$9,479	\$49,510	\$3,084,199	
244	\$58,989	\$9,330	\$49,659	\$3,034,540	
245	\$58,989	\$9,179	\$49,810	\$2,984,730	
246	\$58,989	\$9,029	\$49,960	\$2,934,770	
247	\$58,989	\$8,878	\$50,112	\$2,884,658	
248	\$58,989	\$8,726	\$50,263	\$2,834,395	

249	\$58,989	\$8,574	\$50,415	\$2,783,980
250	\$58,989	\$8,422	\$50,568	\$2,733,412
251	\$58,989	\$8,269	\$50,721	\$2,682,692
252	\$58,989	\$8,115	\$50,874	\$2,631,818
253	\$58,989	\$7,961	\$51,028	\$2,580,790
254	\$58,989	\$7,807	\$51,182	\$2,529,607
255	\$58,989	\$7,652	\$51,337	\$2,478,270
256	\$58,989	\$7,497	\$51,492	\$2,426,778
257	\$58,989	\$7,341	\$51,648	\$2,375,130
258	\$58,989	\$7,185	\$51,804	\$2,323,325
259	\$58,989	\$7,028	\$51,961	\$2,271,364
260	\$58,989	\$6,871	\$52,118	\$2,219,246
261	\$58,989	\$6,713	\$52,276	\$2,166,970
262	\$58,989	\$6,555	\$52,434	\$2,114,536
263	\$58,989	\$6,396	\$52,593	\$2,061,943
264	\$58,989	\$6,237	\$52,752	\$2,009,191
265	\$58,989	\$6,078	\$52,911	\$1,956,280
266	\$58,989	\$5,918	\$53,071	\$1,903,208
267	\$58,989	\$5,757	\$53,232	\$1,849,976
268	\$58,989	\$5,596	\$53,393	\$1,796,583
269	\$58,989	\$5,435	\$53,555	\$1,743,029
270	\$58,989	\$5,273	\$53,717	\$1,689,312
271	\$58,989	\$5,110	\$53,879	\$1,635,433
272	\$58,989	\$4,947	\$54,042	\$1,581,391
273	\$58,989	\$4,784	\$54,205	\$1,527,186
274	\$58,989	\$4,620	\$54,369	\$1,472,816
275	\$58,989	\$4,455	\$54,534	\$1,418,282
276	\$58,989	\$4,290	\$54,699	\$1,363,583
277	\$58,989	\$4,125	\$54,864	\$1,308,719
278	\$58,989	\$3,959	\$55,030	\$1,253,689
279	\$58,989	\$3,792	\$55,197	\$1,198,492
280	\$58,989	\$3,625	\$55,364	\$1,143,128
281	\$58,989	\$3,458	\$55,531	\$1,087,597
282	\$58,989	\$3,290	\$55,699	\$1,031,898
283	\$58,989	\$3,121	\$55,868	\$976,030
284	\$58,989	\$2,952	\$56,037	\$919,993
285	\$58,989	\$2,783	\$56,206	\$863,787
286	\$58,989	\$2,613	\$56,376	\$807,411
287	\$58,989	\$2,442	\$56,547	\$750,864
288	\$58,989	\$2,271	\$56,718	\$694,146
289	\$58,989	\$2,100	\$56,889	\$637,257
290	\$58,989	\$1,928	\$57,061	\$580,195
291	\$58,989	\$1,755	\$57,234	\$522,961
292	\$58,989	\$1,582	\$57,407	\$465,554
293	\$58,989	\$1,408	\$57,581	\$407,973
294	\$58,989	\$1,234	\$57,755	\$350,218
295	\$58,989	\$1,059	\$57,930	\$292,288
296	\$58,989	\$884	\$58,105	\$234,183
297	\$58,989	\$708	\$58,281	\$175,902
298	\$58,989	\$532	\$58,457	\$117,445
299	\$58,989	\$355	\$58,634	\$58,811
300	\$58,989	\$178	\$58,811	(\$0)

HACP

Share of Acquisition with Floor Premiums and 1/3 of 5th Floor	31.34%	
Amount		\$9,026,873
% of Ownership applied to Build Out Costs	31.34%	
Amount		\$3,508,993
Interest Rate	3.63%	
Payment Frequency	12 X per year	
Amortization Period	25 years	
1st Payment Due	3/1/2019	
Annual Debt Service Payments	\$763,619	

<u>Pmt #</u>	<u>Payment Amount</u>	<u>Interest</u>	<u>Principal</u>	<u>Allocation of Principal Balance</u>
0				\$12,535,867
1	\$63,635	\$37,921	\$25,714	\$12,510,153
2	\$63,635	\$37,843	\$25,792	\$12,484,361
3	\$63,635	\$37,765	\$25,870	\$12,458,491
4	\$63,635	\$37,687	\$25,948	\$12,432,543
5	\$63,635	\$37,608	\$26,026	\$12,406,517
6	\$63,635	\$37,530	\$26,105	\$12,380,412
7	\$63,635	\$37,451	\$26,184	\$12,354,227
8	\$63,635	\$37,372	\$26,263	\$12,327,964
9	\$63,635	\$37,292	\$26,343	\$12,301,621
10	\$63,635	\$37,212	\$26,422	\$12,275,199
11	\$63,635	\$37,132	\$26,502	\$12,248,696
12	\$63,635	\$37,052	\$26,583	\$12,222,114
13	\$63,635	\$36,972	\$26,663	\$12,195,451
14	\$63,635	\$36,891	\$26,744	\$12,168,707
15	\$63,635	\$36,810	\$26,825	\$12,141,883
16	\$63,635	\$36,729	\$26,906	\$12,114,977
17	\$63,635	\$36,648	\$26,987	\$12,087,990
18	\$63,635	\$36,566	\$27,069	\$12,060,921
19	\$63,635	\$36,484	\$27,151	\$12,033,770
20	\$63,635	\$36,402	\$27,233	\$12,006,538
21	\$63,635	\$36,320	\$27,315	\$11,979,222
22	\$63,635	\$36,237	\$27,398	\$11,951,825
23	\$63,635	\$36,154	\$27,481	\$11,924,344
24	\$63,635	\$36,071	\$27,564	\$11,896,780
25	\$63,635	\$35,988	\$27,647	\$11,869,133
26	\$63,635	\$35,904	\$27,731	\$11,841,402
27	\$63,635	\$35,820	\$27,815	\$11,813,588
28	\$63,635	\$35,736	\$27,899	\$11,785,689
29	\$63,635	\$35,652	\$27,983	\$11,757,706
30	\$63,635	\$35,567	\$28,068	\$11,729,638
31	\$63,635	\$35,482	\$28,153	\$11,701,485
32	\$63,635	\$35,397	\$28,238	\$11,673,247
33	\$63,635	\$35,312	\$28,323	\$11,644,924
34	\$63,635	\$35,226	\$28,409	\$11,616,515
35	\$63,635	\$35,140	\$28,495	\$11,588,020
36	\$63,635	\$35,054	\$28,581	\$11,559,439
				Balance after 36 months

37	\$63,635	\$34,967	\$28,668	\$11,530,771	
38	\$63,635	\$34,881	\$28,754	\$11,502,017	
39	\$63,635	\$34,794	\$28,841	\$11,473,176	
40	\$63,635	\$34,706	\$28,929	\$11,444,247	
41	\$63,635	\$34,619	\$29,016	\$11,415,231	
42	\$63,635	\$34,531	\$29,104	\$11,386,127	
43	\$63,635	\$34,443	\$29,192	\$11,356,935	
44	\$63,635	\$34,355	\$29,280	\$11,327,655	
45	\$63,635	\$34,266	\$29,369	\$11,298,286	
46	\$63,635	\$34,177	\$29,458	\$11,268,829	
47	\$63,635	\$34,088	\$29,547	\$11,239,282	
48	\$63,635	\$33,999	\$29,636	\$11,209,646	
49	\$63,635	\$33,909	\$29,726	\$11,179,920	
50	\$63,635	\$33,819	\$29,816	\$11,150,105	
51	\$63,635	\$33,729	\$29,906	\$11,120,199	
52	\$63,635	\$33,639	\$29,996	\$11,090,203	
53	\$63,635	\$33,548	\$30,087	\$11,060,116	
54	\$63,635	\$33,457	\$30,178	\$11,029,937	
55	\$63,635	\$33,366	\$30,269	\$10,999,668	
56	\$63,635	\$33,274	\$30,361	\$10,969,307	
57	\$63,635	\$33,182	\$30,453	\$10,938,854	
58	\$63,635	\$33,090	\$30,545	\$10,908,310	
59	\$63,635	\$32,998	\$30,637	\$10,877,672	
60	\$63,635	\$32,905	\$30,730	\$10,846,942	Balance after 5 years
61	\$63,635	\$32,812	\$30,823	\$10,816,120	
62	\$63,635	\$32,719	\$30,916	\$10,785,203	
63	\$63,635	\$32,625	\$31,010	\$10,754,194	
64	\$63,635	\$32,531	\$31,103	\$10,723,090	
65	\$63,635	\$32,437	\$31,198	\$10,691,893	
66	\$63,635	\$32,343	\$31,292	\$10,660,601	
67	\$63,635	\$32,248	\$31,387	\$10,629,214	
68	\$63,635	\$32,153	\$31,482	\$10,597,733	
69	\$63,635	\$32,058	\$31,577	\$10,566,156	
70	\$63,635	\$31,963	\$31,672	\$10,534,484	
71	\$63,635	\$31,867	\$31,768	\$10,502,716	
72	\$63,635	\$31,771	\$31,864	\$10,470,851	
73	\$63,635	\$31,674	\$31,961	\$10,438,891	
74	\$63,635	\$31,578	\$32,057	\$10,406,833	
75	\$63,635	\$31,481	\$32,154	\$10,374,679	
76	\$63,635	\$31,383	\$32,251	\$10,342,428	
77	\$63,635	\$31,286	\$32,349	\$10,310,079	
78	\$63,635	\$31,188	\$32,447	\$10,277,632	
79	\$63,635	\$31,090	\$32,545	\$10,245,087	
80	\$63,635	\$30,991	\$32,644	\$10,212,443	
81	\$63,635	\$30,893	\$32,742	\$10,179,701	
82	\$63,635	\$30,794	\$32,841	\$10,146,860	
83	\$63,635	\$30,694	\$32,941	\$10,113,919	
84	\$63,635	\$30,595	\$33,040	\$10,080,879	
85	\$63,635	\$30,495	\$33,140	\$10,047,738	
86	\$63,635	\$30,394	\$33,240	\$10,014,498	
87	\$63,635	\$30,294	\$33,341	\$9,981,157	
88	\$63,635	\$30,193	\$33,442	\$9,947,715	
89	\$63,635	\$30,092	\$33,543	\$9,914,172	

90	\$63,635	\$29,990	\$33,645	\$9,880,527	
91	\$63,635	\$29,889	\$33,746	\$9,846,781	
92	\$63,635	\$29,787	\$33,848	\$9,812,933	
93	\$63,635	\$29,684	\$33,951	\$9,778,982	
94	\$63,635	\$29,581	\$34,053	\$9,744,928	
95	\$63,635	\$29,478	\$34,156	\$9,710,772	
96	\$63,635	\$29,375	\$34,260	\$9,676,512	
97	\$63,635	\$29,271	\$34,363	\$9,642,149	
98	\$63,635	\$29,167	\$34,467	\$9,607,681	
99	\$63,635	\$29,063	\$34,572	\$9,573,110	
100	\$63,635	\$28,959	\$34,676	\$9,538,433	
101	\$63,635	\$28,854	\$34,781	\$9,503,652	
102	\$63,635	\$28,749	\$34,886	\$9,468,766	
103	\$63,635	\$28,643	\$34,992	\$9,433,774	
104	\$63,635	\$28,537	\$35,098	\$9,398,676	
105	\$63,635	\$28,431	\$35,204	\$9,363,472	
106	\$63,635	\$28,325	\$35,310	\$9,328,162	
107	\$63,635	\$28,218	\$35,417	\$9,292,745	
108	\$63,635	\$28,111	\$35,524	\$9,257,220	
109	\$63,635	\$28,003	\$35,632	\$9,221,589	
110	\$63,635	\$27,895	\$35,740	\$9,185,849	
111	\$63,635	\$27,787	\$35,848	\$9,150,001	
112	\$63,635	\$27,679	\$35,956	\$9,114,045	
113	\$63,635	\$27,570	\$36,065	\$9,077,980	
114	\$63,635	\$27,461	\$36,174	\$9,041,806	
115	\$63,635	\$27,351	\$36,283	\$9,005,523	
116	\$63,635	\$27,242	\$36,393	\$8,969,130	
117	\$63,635	\$27,132	\$36,503	\$8,932,626	
118	\$63,635	\$27,021	\$36,614	\$8,896,013	
119	\$63,635	\$26,910	\$36,724	\$8,859,288	
120	\$63,635	\$26,799	\$36,836	\$8,822,453	Balance after 10 years
121	\$63,635	\$26,688	\$36,947	\$8,785,506	
122	\$63,635	\$26,576	\$37,059	\$8,748,447	
123	\$63,635	\$26,464	\$37,171	\$8,711,276	
124	\$63,635	\$26,352	\$37,283	\$8,673,993	
125	\$63,635	\$26,239	\$37,396	\$8,636,597	
126	\$63,635	\$26,126	\$37,509	\$8,599,087	
127	\$63,635	\$26,012	\$37,623	\$8,561,465	
128	\$63,635	\$25,898	\$37,736	\$8,523,728	
129	\$63,635	\$25,784	\$37,851	\$8,485,878	
130	\$63,635	\$25,670	\$37,965	\$8,447,913	
131	\$63,635	\$25,555	\$38,080	\$8,409,833	
132	\$63,635	\$25,440	\$38,195	\$8,371,637	
133	\$63,635	\$25,324	\$38,311	\$8,333,327	
134	\$63,635	\$25,208	\$38,427	\$8,294,900	
135	\$63,635	\$25,092	\$38,543	\$8,256,357	
136	\$63,635	\$24,975	\$38,659	\$8,217,698	
137	\$63,635	\$24,859	\$38,776	\$8,178,922	
138	\$63,635	\$24,741	\$38,894	\$8,140,028	
139	\$63,635	\$24,624	\$39,011	\$8,101,017	
140	\$63,635	\$24,506	\$39,129	\$8,061,887	
141	\$63,635	\$24,387	\$39,248	\$8,022,640	
142	\$63,635	\$24,268	\$39,366	\$7,983,273	

143	\$63,635	\$24,149	\$39,486	\$7,943,788	
144	\$63,635	\$24,030	\$39,605	\$7,904,183	
145	\$63,635	\$23,910	\$39,725	\$7,864,458	
146	\$63,635	\$23,790	\$39,845	\$7,824,613	
147	\$63,635	\$23,669	\$39,965	\$7,784,648	
148	\$63,635	\$23,549	\$40,086	\$7,744,561	
149	\$63,635	\$23,427	\$40,208	\$7,704,354	
150	\$63,635	\$23,306	\$40,329	\$7,664,024	
151	\$63,635	\$23,184	\$40,451	\$7,623,573	
152	\$63,635	\$23,061	\$40,574	\$7,583,000	
153	\$63,635	\$22,939	\$40,696	\$7,542,303	
154	\$63,635	\$22,815	\$40,819	\$7,501,484	
155	\$63,635	\$22,692	\$40,943	\$7,460,541	
156	\$63,635	\$22,568	\$41,067	\$7,419,474	
157	\$63,635	\$22,444	\$41,191	\$7,378,283	
158	\$63,635	\$22,319	\$41,316	\$7,336,967	
159	\$63,635	\$22,194	\$41,441	\$7,295,527	
160	\$63,635	\$22,069	\$41,566	\$7,253,961	
161	\$63,635	\$21,943	\$41,692	\$7,212,269	
162	\$63,635	\$21,817	\$41,818	\$7,170,452	
163	\$63,635	\$21,691	\$41,944	\$7,128,507	
164	\$63,635	\$21,564	\$42,071	\$7,086,436	
165	\$63,635	\$21,436	\$42,198	\$7,044,238	
166	\$63,635	\$21,309	\$42,326	\$7,001,912	
167	\$63,635	\$21,181	\$42,454	\$6,959,457	
168	\$63,635	\$21,052	\$42,583	\$6,916,875	
169	\$63,635	\$20,924	\$42,711	\$6,874,164	
170	\$63,635	\$20,794	\$42,841	\$6,831,323	
171	\$63,635	\$20,665	\$42,970	\$6,788,353	
172	\$63,635	\$20,535	\$43,100	\$6,745,253	
173	\$63,635	\$20,404	\$43,231	\$6,702,022	
174	\$63,635	\$20,274	\$43,361	\$6,658,661	
175	\$63,635	\$20,142	\$43,492	\$6,615,168	
176	\$63,635	\$20,011	\$43,624	\$6,571,544	
177	\$63,635	\$19,879	\$43,756	\$6,527,788	
178	\$63,635	\$19,747	\$43,888	\$6,483,900	
179	\$63,635	\$19,614	\$44,021	\$6,439,879	
180	\$63,635	\$19,481	\$44,154	\$6,395,725	Balance after 15 years
181	\$63,635	\$19,347	\$44,288	\$6,351,437	
182	\$63,635	\$19,213	\$44,422	\$6,307,015	
183	\$63,635	\$19,079	\$44,556	\$6,262,459	
184	\$63,635	\$18,944	\$44,691	\$6,217,768	
185	\$63,635	\$18,809	\$44,826	\$6,172,942	
186	\$63,635	\$18,673	\$44,962	\$6,127,980	
187	\$63,635	\$18,537	\$45,098	\$6,082,882	
188	\$63,635	\$18,401	\$45,234	\$6,037,648	
189	\$63,635	\$18,264	\$45,371	\$5,992,277	
190	\$63,635	\$18,127	\$45,508	\$5,946,769	
191	\$63,635	\$17,989	\$45,646	\$5,901,123	
192	\$63,635	\$17,851	\$45,784	\$5,855,339	
193	\$63,635	\$17,712	\$45,923	\$5,809,416	
194	\$63,635	\$17,573	\$46,061	\$5,763,355	
195	\$63,635	\$17,434	\$46,201	\$5,717,154	

196	\$63,635	\$17,294	\$46,341	\$5,670,814	
197	\$63,635	\$17,154	\$46,481	\$5,624,333	
198	\$63,635	\$17,014	\$46,621	\$5,577,712	
199	\$63,635	\$16,873	\$46,762	\$5,530,949	
200	\$63,635	\$16,731	\$46,904	\$5,484,046	
201	\$63,635	\$16,589	\$47,046	\$5,437,000	
202	\$63,635	\$16,447	\$47,188	\$5,389,812	
203	\$63,635	\$16,304	\$47,331	\$5,342,481	
204	\$63,635	\$16,161	\$47,474	\$5,295,007	
205	\$63,635	\$16,017	\$47,618	\$5,247,390	
206	\$63,635	\$15,873	\$47,762	\$5,199,628	
207	\$63,635	\$15,729	\$47,906	\$5,151,722	
208	\$63,635	\$15,584	\$48,051	\$5,103,671	
209	\$63,635	\$15,439	\$48,196	\$5,055,475	
210	\$63,635	\$15,293	\$48,342	\$5,007,133	
211	\$63,635	\$15,147	\$48,488	\$4,958,645	
212	\$63,635	\$15,000	\$48,635	\$4,910,010	
213	\$63,635	\$14,853	\$48,782	\$4,861,228	
214	\$63,635	\$14,705	\$48,930	\$4,812,298	
215	\$63,635	\$14,557	\$49,078	\$4,763,220	
216	\$63,635	\$14,409	\$49,226	\$4,713,994	
217	\$63,635	\$14,260	\$49,375	\$4,664,619	
218	\$63,635	\$14,110	\$49,524	\$4,615,094	
219	\$63,635	\$13,961	\$49,674	\$4,565,420	
220	\$63,635	\$13,810	\$49,825	\$4,515,596	
221	\$63,635	\$13,660	\$49,975	\$4,465,620	
222	\$63,635	\$13,509	\$50,126	\$4,415,494	
223	\$63,635	\$13,357	\$50,278	\$4,365,216	
224	\$63,635	\$13,205	\$50,430	\$4,314,786	
225	\$63,635	\$13,052	\$50,583	\$4,264,203	
226	\$63,635	\$12,899	\$50,736	\$4,213,468	
227	\$63,635	\$12,746	\$50,889	\$4,162,578	
228	\$63,635	\$12,592	\$51,043	\$4,111,535	
229	\$63,635	\$12,437	\$51,198	\$4,060,338	
230	\$63,635	\$12,283	\$51,352	\$4,008,985	
231	\$63,635	\$12,127	\$51,508	\$3,957,478	
232	\$63,635	\$11,971	\$51,664	\$3,905,814	
233	\$63,635	\$11,815	\$51,820	\$3,853,994	
234	\$63,635	\$11,658	\$51,977	\$3,802,018	
235	\$63,635	\$11,501	\$52,134	\$3,749,884	
236	\$63,635	\$11,343	\$52,292	\$3,697,592	
237	\$63,635	\$11,185	\$52,450	\$3,645,143	
238	\$63,635	\$11,027	\$52,608	\$3,592,534	
239	\$63,635	\$10,867	\$52,767	\$3,539,767	
240	\$63,635	\$10,708	\$52,927	\$3,486,840	Balance after 20 years
241	\$63,635	\$10,548	\$53,087	\$3,433,753	
242	\$63,635	\$10,387	\$53,248	\$3,380,505	
243	\$63,635	\$10,226	\$53,409	\$3,327,096	
244	\$63,635	\$10,064	\$53,570	\$3,273,526	
245	\$63,635	\$9,902	\$53,732	\$3,219,793	
246	\$63,635	\$9,740	\$53,895	\$3,165,898	
247	\$63,635	\$9,577	\$54,058	\$3,111,840	
248	\$63,635	\$9,413	\$54,222	\$3,057,618	

249	\$63,635	\$9,249	\$54,386	\$3,003,233
250	\$63,635	\$9,085	\$54,550	\$2,948,683
251	\$63,635	\$8,920	\$54,715	\$2,893,968
252	\$63,635	\$8,754	\$54,881	\$2,839,087
253	\$63,635	\$8,588	\$55,047	\$2,784,040
254	\$63,635	\$8,422	\$55,213	\$2,728,827
255	\$63,635	\$8,255	\$55,380	\$2,673,447
256	\$63,635	\$8,087	\$55,548	\$2,617,899
257	\$63,635	\$7,919	\$55,716	\$2,562,183
258	\$63,635	\$7,751	\$55,884	\$2,506,299
259	\$63,635	\$7,582	\$56,053	\$2,450,246
260	\$63,635	\$7,412	\$56,223	\$2,394,023
261	\$63,635	\$7,242	\$56,393	\$2,337,630
262	\$63,635	\$7,071	\$56,564	\$2,281,066
263	\$63,635	\$6,900	\$56,735	\$2,224,332
264	\$63,635	\$6,729	\$56,906	\$2,167,425
265	\$63,635	\$6,556	\$57,078	\$2,110,347
266	\$63,635	\$6,384	\$57,251	\$2,053,096
267	\$63,635	\$6,211	\$57,424	\$1,995,671
268	\$63,635	\$6,037	\$57,598	\$1,938,073
269	\$63,635	\$5,863	\$57,772	\$1,880,301
270	\$63,635	\$5,688	\$57,947	\$1,822,354
271	\$63,635	\$5,513	\$58,122	\$1,764,232
272	\$63,635	\$5,337	\$58,298	\$1,705,934
273	\$63,635	\$5,160	\$58,474	\$1,647,459
274	\$63,635	\$4,984	\$58,651	\$1,588,808
275	\$63,635	\$4,806	\$58,829	\$1,529,979
276	\$63,635	\$4,628	\$59,007	\$1,470,973
277	\$63,635	\$4,450	\$59,185	\$1,411,787
278	\$63,635	\$4,271	\$59,364	\$1,352,423
279	\$63,635	\$4,091	\$59,544	\$1,292,879
280	\$63,635	\$3,911	\$59,724	\$1,233,155
281	\$63,635	\$3,730	\$59,905	\$1,173,251
282	\$63,635	\$3,549	\$60,086	\$1,113,165
283	\$63,635	\$3,367	\$60,268	\$1,052,897
284	\$63,635	\$3,185	\$60,450	\$992,447
285	\$63,635	\$3,002	\$60,633	\$931,815
286	\$63,635	\$2,819	\$60,816	\$870,999
287	\$63,635	\$2,635	\$61,000	\$809,998
288	\$63,635	\$2,450	\$61,185	\$748,814
289	\$63,635	\$2,265	\$61,370	\$687,444
290	\$63,635	\$2,080	\$61,555	\$625,889
291	\$63,635	\$1,893	\$61,742	\$564,147
292	\$63,635	\$1,707	\$61,928	\$502,219
293	\$63,635	\$1,519	\$62,116	\$440,103
294	\$63,635	\$1,331	\$62,304	\$377,799
295	\$63,635	\$1,143	\$62,492	\$315,307
296	\$63,635	\$954	\$62,681	\$252,626
297	\$63,635	\$764	\$62,871	\$189,756
298	\$63,635	\$574	\$63,061	\$126,695
299	\$63,635	\$383	\$63,252	\$63,443
300	\$63,635	\$192	\$63,443	\$0

EXHIBIT C

City Debt Service Term Sheet



City of Pittsburgh, Pennsylvania

\$40,000,000 Tax-Exempt Direct Bank Loan Summary of Terms and Conditions July 26, 2018

This Financing proposal is provided for discussion purposes only and does not represent a commitment from Key Government Finance, Inc. ("KGF"). This proposal and its terms are submitted on a confidential basis and shall not be disclosed to third parties (other than the Borrower's officers, directors, employees and advisors charged with reviewing and/or implementing the transactions contemplated hereby) without KGF's consent. This proposal is intended as an outline of certain material terms of the Facility and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documentation for the Facility contemplated hereby.

Key Government Finance, Inc., ("Lender") is pleased to provide the following term sheet for a tax-exempt direct purchase financing structure to the City of Pittsburgh, Pennsylvania.

- Lender:** Key Government Finance, Inc. ("Lender").
- Borrower/Issuer:** City of Pittsburgh, Pennsylvania ("Borrower", "Issuer", or the "City").
- Issue:** Direct Bank Loan (the "Loan").
- Facility:** Tax-Exempt Non-Bank Qualified Direct Purchase of the Loan by Lender.
- Amount:** \$40,000,000. All proceeds of the Loan will be disbursed at closing.
- Use of Proceeds:** The Loan will be used to provide funds for the: (1) acquisition of building and building improvements, and (2) pay costs of issuance.
- Repayment:** Principal due annually, beginning September 1, 2019 through Final Maturity. Interest due semi-annually, beginning March 1, 2019 through Final Maturity. Any amortization that increases the average life of the financing for the options below may result in an adjustment to the interest rate index provided.
- Sample amortization schedules provided below.
- Facility Term:** Option 1: The anticipated closing date for this Facility is September 20, 2018. The final maturity date of the tax-exempt Loan will be September 1, 2028 ("Final Maturity"). KGF will purchase the tax-exempt Loan through the final maturity date.
- Option 2: The anticipated closing date for this Facility is September 20, 2018. The final maturity date of the tax-exempt Loan will be September 1, 2033 ("Final Maturity"). KGF will purchase the tax-exempt Loan through the final maturity date.
- Fixed Interest Rates:** Option 1: 3.33%
Option 2: 3.63%

The fixed interest rate will be held until September 20, 2018 (the "Lock Expiration Date") only if we receive your acceptance of this proposal on or before August 1, 2018 (the "Lock Acceptance Date"). Your acceptance of this Proposal after the Lock Acceptance Date will result in the re-pricing of all terms related to the fixed interest rate.

Interest Day Count: 30/360

Up-Front Fee: \$0

Costs of Issuance: Borrower will be responsible for all costs related to this financing including but not limited to Bond, Issuer's, Trustee's, Borrower's and Lender's Counsel fees and any related costs associated with the issuance for due diligence by the Lender for this financing. Financing costs can be included in the borrowing amount. Final costs will be based on actual fees for services rendered by providers. Lender plans to use outside legal counsel with a not to exceed fee of \$8,000.

Lender will not charge any upfront or ongoing bank fees.

Prepayment: The Facility may be prepaid in whole, or in part, subject to a prepayment premium calculated on the outstanding principal balance at the time of the termination as follows:

Months 1 – 36	0.50%
Months 37 – Maturity	0.00%

Security: General Obligation of the City of Pittsburgh that constitutes a pledge of full faith, credit and taxing power of the City on parity with other General Obligation debt outstanding.

Financial Reporting: Borrower shall provide to the Lender:

1. Annual audited financial statements when available, but not later than 270 days from the fiscal year end, in the event these documents are not posted to EMMA as part of the Issuer's continuing disclosure obligations under its continuing disclosure contracts.
2. Annual Operating budgets for the upcoming financial year within 60 days of fiscal year end.
3. Other financial reports as Lender may reasonably request.

Event of Taxability and Gross-Up: Customary and usual language for a Facility of this nature.

Documents: All documents shall be attorney prepared and in a form and substance acceptable to the Lender and its legal counsel, including legal opinions customary for transactions of this nature. Bond counsel will provide a Validity Opinion regarding the legality, validity, and enforceability of the Facility and a Tax Opinion regarding the tax-exempt nature of the interest earnings on the financing.

Credit Approval: The Facility has been pre-screened approved. The estimated amount of time required to obtain final credit approval is 10 business days assuming timely receipt of requested financial information.

Conditions Precedent to Closing:

Borrower's obligation will be subject to such terms and conditions that Lender may require with respect to this transaction, or as are customarily required with respect to similar credits and as set forth in the Facility documents. Without limitation, such terms and conditions shall include:

1. Absence of Default.
2. Accuracy of Representations and Warranties.
3. Negotiation and Execution of satisfactory closing documents.
4. Absence of material adverse change in financial condition of Borrower during the period from the date hereof to the Closing Date.

Market Disruption:

Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date hereof, including, without limitation, any governmental action or other events which materially and adversely affects the extension of credit by banks, leasing companies, or other lending institutions, the Lender may modify the pricing described above.

Firm Experience:

The Lender is a subsidiary of KeyBank, N.A. KGF's portfolio consists of over \$4 billion of tax-exempt leases, loans, and bonds for municipalities, not-for-profits, and manufacturers across the United States.

KeyBank N.A. is proud to be a community partner with 19 retail bank branches in the Pittsburgh metropolitan area. Overall, KeyBank has 111 retail bank branches and approximately 1000 employees in the Pennsylvania market.

Other:

The Lender will make a loan by purchasing the Loan under the following additional conditions: (i) the Loan is not being registered under the Securities Act of 1933 and is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) the Lender will hold the Loan as one single debt instrument; (iii) no CUSIP numbers will be obtained for the Loan; (iv) no final official Statement has been prepared in connection with the private placement of the Loan; (v) the Loan will not close through the DTC or any similar repository and will not be in book entry form; and (vi) the Loan is not listed on any stock or other securities exchange.

Proposal Expiration Date:

August 10, 2018

Rate Lock Acceptance Date:

August 1, 2018

Proposal Acceptance/Expiration

This proposal is issued in reliance upon the accuracy of all information presented by you to us and is contingent upon the absence of any material adverse change in your condition, financial or otherwise, from the condition as it was represented to us at the time of this proposal. This proposal is subject to our formal approval and the execution of documentation acceptable to each of us. **IT IS NOT A COMMITMENT BY US TO ENGAGE IN THIS TRANSACTION.**

- (a) Key Government Finance ("KGF") is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication; (b) KGF is acting for its own interests; and (c) you should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

Key Government Finance, Inc. (i) is an entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, and (ii) the present intent of the Key Government Finance, Inc., is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Any placement agent, broker or financial advisor may rely upon the representations and warranties contained in this paragraph.

Lender notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, as amended and supplemented) (the "Patriot Act"), that Lender is required to obtain, verify and record all information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Patriot Act.

If the outlined foregoing proposal is satisfactory, reflects an arrangement that suits the need of your organization and you would like Key to commence its due diligence process, please sign and return this proposal. The terms described in this proposal will expire on August 10, 2018 if we have not received an authorized signed copy on or before such date.

Thank you for allowing us the opportunity to present this Proposal. If you have any questions, please call me at 216-689-0209.

Sincerely,



Kevin P. Scott, Vice President
Key Government Finance, Inc.
127 Public Square, 7th Floor
Cleveland, Ohio 44114
Tel: (216) 689-0209
Fax: (216) 357-6100
Kevin.P.Scott@Key.com



Kelly L. McNairy
Vice President, Institutional Banking
10 West Market Street, Suite 900
Indianapolis, IN 46204
Office: 317-464-8448
kelly.mcnaury@key.com

APPROVED THIS 31 DAY OF July, 2018

City of Pittsburgh, Pennsylvania

By: Margaret L Lanier

Print Name: Margaret L Lanier

Title: Director / Treasurer

Exhibit B
City of Pittsburgh
General Obligation Bonds, Series 2018
Not to Exceed Debt Service Table

Date	Principal	Coupon	Yield	Interest	Debt Service	Annual Debt Service	Existing Debt Service	Total NTE Debt Service
3/1/2019				726,000.00	726,000.00			
9/1/2019	2,055,000.00	3.63%	3.63%	726,000.00	2,781,000.00	3,507,000.00	47,368,350.00	50,875,350.00
3/1/2020				688,701.75	688,701.75			
9/1/2020	2,125,000.00	3.63%	3.63%	688,701.75	2,813,701.75	3,502,403.50	47,173,360.00	50,675,763.50
3/1/2021				650,133.00	650,133.00			
9/1/2021	2,205,000.00	3.63%	3.63%	650,133.00	2,855,133.00	3,505,266.00	47,174,430.00	50,679,696.00
3/1/2022				610,112.25	610,112.25			
9/1/2022	2,285,000.00	3.63%	3.63%	610,112.25	2,895,112.25	3,505,224.50	47,157,645.00	50,662,869.50
3/1/2023				568,639.50	568,639.50			
9/1/2023	2,370,000.00	3.63%	3.63%	568,639.50	2,938,639.50	3,507,279.00	47,167,235.00	50,674,514.00
3/1/2024				525,624.00	525,624.00			
9/1/2024	2,455,000.00	3.63%	3.63%	525,624.00	2,980,624.00	3,506,248.00	47,007,975.00	50,514,223.00
3/1/2025				481,065.75	481,065.75			
9/1/2025	2,545,000.00	3.63%	3.63%	481,065.75	3,026,065.75	3,507,131.50	46,436,350.00	49,943,481.50
3/1/2026				434,874.00	434,874.00			
9/1/2026	2,635,000.00	3.63%	3.63%	434,874.00	3,069,874.00	3,504,748.00	46,451,100.00	49,955,848.00
3/1/2027				387,048.75	387,048.75			
9/1/2027	2,730,000.00	3.63%	3.63%	387,048.75	3,117,048.75	3,504,097.50	9,116,750.00	12,620,847.50
3/1/2028				337,499.25	337,499.25			
9/1/2028	2,830,000.00	3.63%	3.63%	337,499.25	3,167,499.25	3,504,998.50	9,126,300.00	12,631,298.50
3/1/2029				286,134.75	286,134.75			
9/1/2029	2,930,000.00	3.63%	3.63%	286,134.75	3,216,134.75	3,502,269.50	9,123,050.00	12,625,319.50
3/1/2030				232,955.25	232,955.25			
9/1/2030	3,040,000.00	3.63%	3.63%	232,955.25	3,272,955.25	3,505,910.50	9,122,600.00	12,628,510.50
3/1/2031				177,779.25	177,779.25			
9/1/2031	3,150,000.00	3.63%	3.63%	177,779.25	3,327,779.25	3,505,558.50	9,123,600.00	12,629,158.50
3/1/2032				120,606.75	120,606.75			
9/1/2032	3,265,000.00	3.63%	3.63%	120,606.75	3,385,606.75	3,506,213.50	9,126,150.00	12,632,363.50
3/1/2033				61,347.00	61,347.00			
9/1/2033	3,380,000.00	3.63%	3.63%	61,347.00	3,441,347.00	3,502,694.00	4,532,600.00	8,035,294.00
3/1/2034								
9/1/2034							4,532,000.00	4,532,000.00
3/1/2035								
9/1/2035							4,531,250.00	4,531,250.00
3/1/2036								
9/1/2036								
Total	40,000,000.00			12,577,042.50	52,577,042.50	52,577,042.50	448,801,495.00	501,378,537.50

EXHIBIT D

Draft Operating Pro Forma

Operating Pro Forma

	July 1 to June 30														
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Inflation Factor	2.0%														
Operating Expenses (CBRE Estimates)	Per CSF														
Payroll	\$1.15														
Utilities	\$2.00														
Janitorial	\$1.99														
Repairs & Maintenance	\$1.05														
Security	\$1.00														
Management Fee	\$0.25														
Administration	\$0.20														
Insurance	\$0.25														
Total Operating Expenses	\$7.85														
Contingency	\$0.15														
Total Operating Expenses Plus Contingency	\$8.00														
Floor Rentable Area	157,290														
Less Verizon Lease Revenue	\$1,258,320	\$1,283,486	\$1,309,156	\$1,335,339	\$1,362,046	\$1,389,287	\$1,417,073	\$1,445,414	\$1,474,322	\$1,503,809	\$1,533,885	\$1,564,563	\$1,595,854	\$1,627,771	\$1,660,327
Reserve for Replacement @ per Floor Rentable Area,		(\$38,088)	(\$38,088)	(\$40,469)	(\$43,801)	(\$43,801)	(\$43,801)	(\$43,801)	(\$46,539)	(\$50,371)	(\$50,371)	(\$50,371)	(\$50,371)	(\$50,371)	(\$50,371)
then increasing by inflation factor															
Annual Net Occupancy Cost Before DIS	\$0.65	\$1,022,389	\$1,044,283	\$1,066,369	\$1,088,496	\$1,110,666	\$1,132,880	\$1,155,137	\$1,177,440	\$1,199,789	\$1,222,184	\$1,244,628	\$1,267,116	\$1,289,644	\$1,312,216
Per Square Foot of Floor Rentable Area		\$6.41	\$6.58	\$6.76	\$6.92	\$7.08	\$7.27	\$7.46	\$7.66	\$7.84	\$8.02	\$8.22	\$8.43	\$8.65	\$8.87

Allocation by User Square Feet per BOMA Calculation

	Square Feet	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
City	58,918	\$495,375	\$505,568	\$515,965	\$525,678	\$535,246	\$546,279	\$557,533	\$569,012	\$579,695	\$590,202	\$602,383	\$614,808	\$627,482	\$648,270	\$672,463
5th Floor	18,265	\$153,573	\$156,733	\$159,956	\$162,868	\$165,934	\$169,354	\$172,843	\$176,402	\$179,714	\$182,971	\$186,747	\$190,599	\$194,528	\$200,973	\$208,473
HACF	43,206	\$363,267	\$370,741	\$378,365	\$385,488	\$392,505	\$400,595	\$408,848	\$417,266	\$425,099	\$432,804	\$441,737	\$450,849	\$460,142	\$475,387	\$493,128
URA	36,901	\$310,255	\$316,639	\$323,150	\$329,234	\$335,226	\$342,136	\$349,185	\$356,374	\$363,064	\$369,645	\$377,274	\$385,056	\$392,994	\$406,014	\$421,165
	157,290	\$1,322,471	\$1,349,682	\$1,377,437	\$1,403,367	\$1,428,911	\$1,458,365	\$1,488,409	\$1,519,053	\$1,547,572	\$1,575,622	\$1,608,142	\$1,641,312	\$1,675,146	\$1,730,644	\$1,795,228

Notes

Reserve for Replacement (RFR) adequacy subject to annual review of building and systems by property manager
 If RFR allocation needs to be increased, consider applying Verizon lease revenue to RFR
 Payroll includes full time building engineer & part time (53%) manager
 Janitorial includes window washing
 Repairs & Maintenance based on new / like new mechanical systems
 All union labor

Verizon Rent Schedule

	Monthly Rent	Annual Rent
Lease Commencement Date	8/1/2007	\$28,800.00
Lease Commencement Date	8/1/2012	\$2,400.00
Start of 1st Extension Term	8/1/2017	\$3,174.00
Start of 2nd Extension Term	8/1/2022	\$3,808.00
Start of 3rd Extension Term	8/1/2027	\$4,380.20
Start of 4th Extension Term	8/1/2032	\$4,971.38
End of Extension Terms	7/31/2032	

420 Boulevard of the Allies
Area Calculations [August 9, 2018]

Floor/TL	Room/TL	Bundling Area (Bundling Area)	Bundling Area (Measured)	Bundling Area (Permitted)	Usable Areas			Basic Rentable Areas			Building (Office) Amenities (Service Areas)			Total Rentable Area				
					Tenant Area (Office Area)	Building Service Area (Shared by All)	URA & HACFP Shared Services In Lower Level	Office Area	Building Service Area (Shared in Lower Level)	URA & HACFP Shared Services In Lower Level	Building (Office) Amenities (Service Areas)	URA & HACFP Shared Services In Lower Level						
Floor/TL	Lower Level	Mechanical Rooms & Electrical Rooms	1780	445	1746	0	1164	3487	1512	235	1,158	0	1423	4023	0	0	0	
		Bike Storage				5392												
		Conference Room				334												
		Men's Room				3764												
		Break Out Area				67												
		Locker and Shower Rooms				1550												
		Fitness				487												
		Rentable Storage				1878		1609										
Floor/TL	Floor 1 - City & HACFP	City	1684	983	1581	9784	5918	0	15672	169	1,018	9829	5882	0	11490	6886	11735	
		HACFP				8230						3976			4634	4879		
		Lobby				3934	2478											
		Free Commend					216											
		Second Entrance Lobby					391											
		Restrooms					418											
		Loading Dock					2415											
Floor/TL	Floor 2 - City		16750	3495	13255	13255	0	0	13255	0	1,000	13255	0	0	15448	0	15448	
Floor/TL	Floor 3 - City		16822	1101	15721	15721	0	0	15721	0	1,000	15721	0	0	18321	0	18321	
Floor/TL	Floor 4 - City		16822	1125	15697	15697	0	0	15697	0	1,000	15697	0	0	18293	0	18293	
Floor/TL	Floor 5 - Vacant		16822	1149	15673	15673	0	0	15673	0	1,000	15673	0	0	18265	0	18265	
Floor/TL	Floor 6 - HACFP		16822	1186	15656	15656	0	0	15656	0	1,000	15656	0	0	18222	19186	19186	
Floor/TL	Floor 7 - HACFP		16822	1223	15599	15599	0	0	15599	0	1,000	15599	0	0	18179	19144	19144	
Floor/TL	Floor 8 - URA		16822	1303	15519	15519	0	0	15519	0	1,000	15519	167	0	17891	18837	18837	
Floor/TL	Floor 9 - URA		16819	1774	15045	15045	0	0	15045	0	1,000	14721	324	0	17156	18063	18063	
Floor/TL	Elevator Vestibule		1888	0	1888	1888	0	0	1888	0	1,000	1888	0	0	1888	0	1888	
		Roof																
		Totals	171074	15784	157290	131408	19901	5487	154796	2494	1,000	131513	21754	4023	157290	80106	1,1654	1,0529

Floor Rentable Area = Gross Measured Area - Area of Vertical Penetrations
 Floor Usable Area = Office/Rentable Area + Building Common Area
 Floor Common Area = Floor Rentable Area + Floor Usable Area
 Floor R/U Ratio = Floor Rentable Area / Floor Usable Area
 Basic Rentable Area (Office/Rentable) = Office/Rentable Area x Floor R/U Ratio
 Building Rentable Area = Total Basic Rentable Area of Office/Rentable + Total Basic Rentable Area of Bldg CAM
 Building R/U Ratio = Building Rentable Area / (Building Rentable Area + Total Basic Rentable Area of Bldg CAM)

NOTES
 Occupant Storage in Lower Level is not classified as a Rentable Exclusion
 Building Void in Second Floor shown as Major Vertical Penetration
 Rental Space on First Floor is measured per BOMA Office, on the inside face of exterior walls
 Gross level of stairs and shafts are now classified as rentable area
 Roof Floor is now classified as rentable area
 Stairs and mechanical rooms on roof are not showing up within the boundary areas or anywhere within the calculations.
 Shared areas includes the main area under the stairs.
 The area under the stairs is not classified as Tenant Area as would be required when fees are charged for use.
 Floor 3, 5 and 9 are calculations from another floor.
 Rentable Area = Basic Rentable Area of Office/Rentable x Building R/U Ratio

Floor/TL	Room/TL	Bundling Area (Measured)	Bundling Area (Permitted)	URA & HACFP			Total
				Basic Rentable Area	Shared	Total	
Lower Level		0	5160	0	5160	5160	
1st Floor		5883	2300	1602	0	5778	
2nd Floor		13255	0	13255	0	15235	
3rd Floor		15721	0	15721	0	15721	
4th Floor		15697	0	15697	0	15697	
8th Floor		0	64	0	0	64	
8th Floor		0	125	0	0	125	
9th Floor		0	714	0	0	714	
Roof		0	1888	0	0	1888	
Total		30556	8362	0	58918	58918	
Lower Level		0	3594	2170	0	5764	
1st Floor		3978	1602	0	5778	5778	
2nd Floor		15856	0	15856	0	15856	
3rd Floor		15599	0	15599	0	15599	
4th Floor		0	45	0	0	45	
8th Floor		0	87	0	0	87	
8th Floor		0	497	0	0	497	
Roof		0	1888	0	0	1888	
Total		35311	5829	2170	0	43290	
Lower Level		0	3069	1833	0	4902	
1st Floor		15352	38	0	1368	1566	
8th Floor		0	74	0	0	74	
9th Floor		0	425	0	0	425	
Roof		0	1888	0	0	1888	
Total		30072	4974	1833	0	36901	
Lower Level		0	1600	0	0	1600	
1st Floor		0	713	0	0	713	
5th Floor		15673	0	0	0	15673	
8th Floor		0	20	0	0	20	
9th Floor		0	39	0	0	39	
Roof		0	221	0	0	221	
Total		15673	2592	0	0	18265	
TOTAL		131513	21754	4,023	0	157290	

EXHIBIT E

City of Pittsburgh Authorizing Resolution(s)

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File #: 2018-0730 Version: ▾

Type: Resolution Status: Passed Finally

File created: 7/16/2018 In control: Committee on Finance and Law

On agenda: 7/17/2018 Final action: 7/31/2018

Enactment date: 7/31/2018 Enactment #: 500

Effective date: 7/31/2018

Title: Resolution to authorize and direct the incurring of Non-Electoral Debt through the issuance of a series of General Obligation Bonds or Notes of the City of Pittsburgh, in the maximum aggregate principal amount of forty million dollars (\$40,000,000). (Post Agenda held 7/23/18; Public Hearing held 7/30/18)

Indexes: BOND

Attachments: [1. 2018-0730 VERSION 3](#), [2. 2018-0730 VERSION 2](#), [3. 2018-0730](#), [4. Summary 2018-0730](#), [5. 2018-0730 VERSION 3](#)

[Factory \(1\)](#) Text

Title
Resolution to authorize and direct the incurring of Non-Electoral Debt through the issuance of a series of General Obligation Bonds or Notes of the City of Pittsburgh, in the maximum aggregate principal amount of forty million dollars (\$40,000,000). (Post Agenda held 7/23/18; Public Hearing held 7/30/18)

Body
Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1.

RESOLUTION TO AUTHORIZE AND DIRECT THE INCURRING OF NON-ELECTORAL DEBT THROUGH THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OR NOTES (HEREINAFTER REFERRED TO AS "BONDS") OF THE CITY OF PITTSBURGH, PENNSYLVANIA (THE "LOCAL GOVERNMENT UNIT") IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF FORTY MILLION DOLLARS (\$40,000,000) FOR THE PURPOSE OF PROVIDING FUNDS FOR AND TOWARD THE COSTS OF (I) FINANCING A CAPITAL PROJECT WITHIN THE CITY CONSISTING OF THE ACQUISITION OF REAL PROPERTY INCLUDING A BUILDING SITUATE THEREON LOCATED AT 420 BOULEVARD OF THE ALLIES AND RENOVATIONS AND IMPROVEMENTS TO THE BUILDING (THE "CAPITAL PROJECT"), (II) FINANCING CERTAIN CAPITALIZED INTEREST ON THE BONDS, IF DESIRABLE AND (III) ISSUING THE BONDS OR ANY OR ALL OF THE SAME; STATING THAT REALISTIC COST ESTIMATES HAVE BEEN MADE FOR THE CAPITAL PROJECT; STATING THE ESTIMATED REALISTIC USEFUL LIFE OF THE CAPITAL PROJECT FOR WHICH SAID BONDS ARE ISSUED; DIRECTING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT AND BORROWING BASE CERTIFICATE; COVENANTING THAT THE LOCAL GOVERNMENT UNIT SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; PROVIDING FOR FULLY REGISTERED BONDS, SERIES ISSUANCE DATE OF THE BONDS, INTEREST PAYMENT DATES, PROVISIONS FOR REDEMPTION AND STATED

MAXIMUM PRINCIPAL MATURITY AMOUNTS AND FIXING THE MAXIMUM RATES OF INTEREST ON SUCH BONDS; AUTHORIZING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO CONTRACT WITH A BANK OR BANK AND TRUST COMPANY FOR ITS SERVICES AS SINKING FUND DEPOSITORY, PAYING AGENT AND REGISTRAR; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF BONDS; PROVIDING FOR THE EXECUTION, DELIVERY AND AUTHENTICATION OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; APPROVING THE FORM OF THE BONDS; AWARDING SUCH BONDS PURSUANT TO A PRIVATE SALE BY INVITATION AND STATING THAT SUCH SALE IS IN THE BEST FINANCIAL INTEREST OF THE LOCAL GOVERNMENT UNIT; COVENANTING TO ACCEPT A PROPOSAL FOR THE PURCHASE OF THE BONDS; AUTHORIZING, IF REQUIRED BY THE PURCHASER OF THE BONDS, A NOTE PURCHASE AGREEMENT, BOND PURCHASE AGREEMENT, LOAN AGREEMENT OR SIMILAR AGREEMENT WITH RESPECT TO THE BONDS BEING SOLD DIRECTLY TO THE PURCHASER; EXECUTION OF A PURCHASE PROPOSAL; CREATING A SINKING FUND AND APPROPRIATING MAXIMUM ANNUAL AMOUNTS FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO CERTIFY AND TO FILE WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS; COVENANTING THAT THE PROCEEDS OF THE BONDS SHALL NOT BE USED IN SUCH A MANNER AS TO CAUSE THE BONDS TO BE ARBITRAGE BONDS UNDER FEDERAL TAX LAW PROVISIONS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO DO ALL THINGS NECESSARY TO CARRY OUT THIS RESOLUTION; APPOINTING CERTAIN PROFESSIONALS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO PAY ISSUANCE COSTS; MAKING A DECLARATION OF OFFICIAL INTENT THAT THE CITY BE REIMBURSED FROM BOND PROCEEDS FOR CERTAIN EXPENDITURES PAID PRIOR TO THE ISSUANCE OF SUCH BONDS; REPEALING ALL INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND STATING THE EFFECTIVE DATE.

SEE ATTACHMENT

Attachment

The City Council (the "Governing Body") of the City of Pittsburgh, Pennsylvania (the "Local Government Unit" or the "City"), pursuant to the Pennsylvania Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 et seq., as amended (the "Act" or "Debt Act") hereby RESOLVES as follows:

Section 1. Incurrence of Debt; Amount and Purpose of Bonds; Realistic Cost Estimates.

The Governing Body of the Local Government Unit hereby authorizes and directs the incurring of nonelectoral debt in the maximum aggregate principal amount of Forty Million Dollars (\$40,000,000) through the issuance of its General Obligation Bonds or Notes (the "Bonds") of the Local Government Unit. The Bonds will be general obligation bonds of the Local Government Unit.

The Bonds are being issued to provide funds (i) to finance the acquisition of certain real property including an existing building situate thereon located at 420 Boulevard of the Allies in the City of Pittsburgh and renovations and improvements thereto, (collectively the "Capital Project"), (ii) to finance certain capitalized interest on the Bonds, if desirable, and (iii) to pay the costs of issuing the Bonds or any or all of the same (collectively the "Project"). Realistic cost estimates have been obtained by the Local Government Unit for the Capital Project through estimates made by qualified persons, as required by Section 8006 of the Act, which show that the cost of the Project is at least \$40,000,000.

The Local Government Unit hereby reserves the right to undertake components of the Project in such order and at such time or times as it shall determine and to allocate the proceeds of the Bonds and other available moneys to the final costs of the Project in such amounts and order of priority as it shall determine; but the proceeds of the Bonds shall be used solely to pay the "costs," as defined in the Act, of the Project described herein.

Section 2. Realistic Estimated Useful Life.

Reasonable estimates of the cost of the Capital Project, which is not less than the principal amount of the indebtedness authorized hereby **and the realistic estimated useful life of the Capital Project** (being ~~[on a weighted average]~~ in excess of fifty (50) years) have been obtained with the assistance of engineers, architects and other persons qualified by experience.

Section 3. Debt Statement and Borrowing Base Certificate.

The Mayor, the President or President Pro-Tempore of the Governing Body, the City Clerk, the Director of Finance and the City Controller of the Local Government Unit or any one of them, and/or any other duly authorized or appointed officer of the Local Government Unit, are hereby authorized and directed to prepare and certify a debt statement required by Section 8110 of the Act and a Borrowing Base Certificate.

Section 4. Covenant to Pay Bonds.

It is covenanted with the registered owners from time to time of the Bonds that the Local Government Unit shall: (i) include the amount of the debt service for the Bonds for each fiscal year in which the sums are payable in its budget for that year; (ii) appropriate those amounts from its general revenues for the payment of the debt service; and (iii) duly and punctually pay, or cause to be paid, from its sinking fund or any other of its revenues or funds the principal of, and the interest on, the Bonds at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Local Government Unit pledges its full faith, credit and taxing power. As provided by the Act, this covenant shall be specifically enforceable.

The maximum principal payment amounts by payment date, maximum interest rates, and maximum annual amounts of debt service of the Bonds hereby covenanted to be paid, are as set forth in **Exhibit B** attached to this Resolution and incorporated by reference herein.

Section 5. Definitions; Description of Bonds; Redemption of Bonds.

A. **Definitions.** For purposes of this Resolution, the following defined terms have the meaning stated below:

"Bonds" shall mean the General Obligation Bonds or Notes issued by the Local Government Unit.

"Designated Officer(s)" means and includes, individually or jointly, the Mayor, Director of Finance and/or the City Clerk of the Local Government Unit (and their appropriate successors acting by reason of absence or other incapacity), being those duly elected or appointed and acting officials of the Local Government Unit authorized to undertake and perform the actions herein specified, which are necessary and proper to the issuance of the Bonds and compliance with the Act.

"First Interest Payment Date" means that date upon which interest on the Bonds is first payable, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

"Interest Payment Date(s)" means, singularly or jointly, those dates upon which interest on the Bonds is payable, during the term of the Bonds, commencing with the First Interest Payment Date as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

"Mandatory Redemption Date(s)" means those dates on which outstanding Term Bonds, if any, will be mandatorily redeemed by the Local Government Unit, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

"Maturity Date(s)" means those dates on which the Bonds mature in accordance with their terms, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

"Optional Redemption Date" means the first date on which the outstanding Bonds are permitted to be redeemed, in whole or in part, at the option of the Local Government Unit, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

"Purchase Price" means 100% of the par amount of the Bonds, as specified in the Purchase Proposal.

"Purchase Proposal" means the written agreement(s), including any addendum thereto (the "Addendum"), for the purchase and sale of the Bonds, including but not limited to a term sheet, commitment letter or similar agreement, to be executed and presented by the Purchaser, and accepted by the act of the Director of Finance of the Local Government Unit, or her designee, pursuant to Section 11 of this Resolution, as the same shall be recommended by the Municipal Advisor.

"Purchaser" means the purchaser of the Bonds per the Purchase Proposal.

"Registered Owner" or "Owner" or any similar term means, when used with respect to a Bond or any Bonds, the person whose name appears in the records of the Paying Agent as such owner.

"Sinking Fund Depository" means a bank or bank and trust company (or wholly owned subsidiary of the same) located and lawfully conducting a bank or trust business in the Commonwealth of Pennsylvania as appointed by the Director of Finance. Said bank shall assume, undertake and perform the duties of the Sinking Fund Depository specified by this Resolution or contained in the Act, and shall further act as Paying Agent and Registrar in respect of the Bonds, according to the provisions of this Resolution and the Act and in compliance at all times with then-current industry standards and practices.

"Term Bonds" means those Bonds, if any, stated to mature on a date certain, but which shall be mandatorily redeemed on specified anniversary dates in preceding years, as determined and fixed by the Local Government Unit and the Purchaser in the Purchase Proposal.

B. Description of Bonds. The Bonds shall be in fully registered form without coupons, shall be numbered, shall be in the denomination of One Hundred Thousand Dollars (\$100,000) or any integral multiple thereof, shall be dated as of the date of their delivery (the "Series Issuance Date") and shall bear interest from the dates, until maturity or prior redemption, all as set forth in the form of the Bonds attached hereto as **Exhibit A** and made a part hereof, with such changes thereto to be made pursuant to the terms of the Purchase Proposal or Addendum, and as set forth in the Purchase Proposal or Addendum.

The Bonds will bear (or accrue) interest at the rate(s), payable on the appropriate Interest Payment Dates, and will mature on the Maturity Date (or be redeemed, mandatorily, on the appropriate Mandatory Redemption Dates, as provided below) and in the principal amounts (or maturity amounts) set forth in the Purchase Proposal or Addendum.

The Local Government Unit hereby finds and determines that: (1) the Bonds are to be issued with: (a) a final stated maturity date which does not exceed the sooner to occur of twenty-five (25) years or the useful life of the Capital Project; and (b) an initial stated installment or maturity of principal which has not been deferred beyond the later of two years or one year from the date of expected completion of the Capital Project; and (2) the stated maturities, or principal installments subject to mandatory redemption, of the Bonds have been fixed so as to amortize the Bonds on at least an approximately level debt service plan during the period specified for the payment of principal, or so that debt service on outstanding debt of the same classification will be brought more nearly into an overall level annual debt service plan, under Section 8142(b) of the Debt Act.

C. Redemption of Bonds.

If the Bonds are subject to optional redemption prior to maturity as set forth in the Purchase Proposal or Addendum, the Bonds scheduled to mature on a date after the Optional Redemption Date may be redeemed prior to maturity at the option of the Local Government Unit in whole or in part, on the Optional Redemption Date or on any date thereafter upon payment of the applicable Redemption Price.

Written notice of any Optional Redemption shall be provided by the Local Government Unit as provided for in the Purchase Proposal or Addendum.

If at the time of the mailing of any notice of optional redemption the Local Government Unit shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is conditional, that is, subject to the deposit or transfer of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

Term Bonds (if any) shall be redeemed prior to maturity by the Sinking Fund Depository without further authorization on the appropriate Mandatory Redemption Dates and in the appropriate principal amounts as shall be set forth in the Purchase Proposal or Addendum upon payment of the applicable Redemption Price.

In lieu of redeeming the principal amount of Bonds pursuant to a mandatory sinking fund requirement on a Mandatory Redemption Date, or any portion thereof, the Local Government Unit or the Paying Agent with the approval of the Local Government Unit may apply the moneys required to be deposited in the Sinking Fund (as hereinafter defined) to the purchase of a like amount of Bonds at prices not in excess of the principal amount thereof, provided that the following provisions are met:

- (a) no purchase of any Bonds of any later maturity shall be made if any Bonds of any earlier maturity will remain outstanding; and
- (b) firm commitments for the purchase must be made prior to the time notice of redemption would otherwise be required to be given; and
- (c) if Bonds aggregating the amount required to be redeemed cannot be purchased, a principal amount of such Bonds equal to the difference between the principal amount required to be redeemed and the amount purchased shall be redeemed as aforesaid.

In the event of purchases of Bonds at less than the principal amount thereof, the balance remaining in the Sinking Fund (as hereinafter defined) representing the difference between the purchase price and the principal amount of Bonds purchased shall be paid to the Local Government Unit.

Section 6. Paying Agent, Sinking Fund Depository and Registrar.

The proper officers of the Local Government Unit are hereby authorized and directed to contract with the Sinking Fund Depository, for its services as sinking fund depository, paying agent and registrar with respect to the Bonds and such Sinking Fund Depository is hereby appointed to act in such capacities with respect to the Bonds.

The principal or redemption price of the Bonds shall be payable upon surrender thereof when due in lawful money of the United States of America at the designated office of the Sinking Fund Depository or at the designated office of any additional or appointed alternate or successor paying agent or agents (the "Paying Agent"). Such payments shall be made to the registered owners of the Bonds so surrendered, as shown on the registration books of the Local Government Unit on the date of payment. Interest on the Bonds shall be paid by check mailed or wired directly to the registered owner of such Bond as shown on the registration books kept by the Paying Agent, as of the close of business on the fifteenth (15th) day of the calendar month (whether or not a business day) immediately preceding the interest payment date in question (the "Regular Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Regular Record Date and prior to such interest payment date.

If the date for payment of the principal or redemption price of, and interest on, the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania or in each of the cities in which the corporate trust office or payment office of the Paying Agent are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Any corporation or association into which the Paying Agent, or any additional or appointed alternate or successor to it, may be merged or converted or with which it, or any additional or appointed alternate or successor to it, may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation or association to which the Paying Agent, or any additional or appointed alternate or successor to it, sells or otherwise transfers all or substantially all of its corporate trust business shall be the successor paying agent hereunder, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 7. Registration, Transfer and Exchange of Bonds.

The Local Government Unit shall keep, at the corporate trust and/or payment office of the Paying Agent, as registrar, books for the registration, transfer and exchange of Bonds. The Governing Body hereby authorizes and directs the Paying Agent, as registrar and transfer agent, to keep such books and to make such transfers or exchanges on behalf of the Local Government Unit.

The ownership of each Bond shall be recorded in the registration books of the Local Government Unit, which shall contain such information as is necessary for the proper discharge of the Paying Agent's duties hereunder as Paying Agent, registrar and transfer agent.

The Local Government Unit and the Paying Agent may treat the registered owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and any notice to the contrary shall not be binding upon the Local Government Unit or the Paying Agent.

Section 8. Execution, Delivery and Authentication of Bonds; Disposition of Proceeds.

The Bonds shall be executed by the manual or facsimile signature of the Mayor of the Local Government Unit and shall have the corporate seal of the Local Government Unit or a facsimile thereof affixed thereto, duly attested by the manual or facsimile signature of the Director of Finance or City Clerk of the Local Government Unit, and the said officers are hereby authorized and directed to execute the Bonds in such manner. In case any official of the Local Government Unit whose manual or facsimile signature shall appear on the Bonds shall cease to be such official before the authentication of such Bonds such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes the same as if such official had remained in office until authentication; and any Bond may be signed on behalf of the Local Government Unit, even though at the date of authentication of such Bonds such person was not an official. The Director of Finance of the Local Government Unit is authorized and directed to deliver, or cause to be delivered, the Bonds to the purchasers thereof against the full balance of the purchase price therefor.

Upon receipt of the purchase price for the Bonds, the Paying Agent shall deposit the Bonds proceeds in a "2018 Bonds Settlement Account" or similar account (the "Settlement Account"). From the Settlement Account, the Paying Agent shall transfer, deposit or pay, or establish reserves for payment of, the costs and expenses of the financing and transfer, deposit or pay costs of the Project upon written authorization of the Local Government Unit. The proper officers of the Local Government Unit are authorized to direct the Paying Agent to make the transfers or deposits and to pay the issuance costs on behalf of the Local Government Unit from the Settlement Account as set forth in a closing receipt (the "Closing Receipt") duly executed and delivered by an authorized officer of the Local Government Unit on the date of issuance and delivery of the Bonds and the execution and delivery of the Closing Receipt by the Local Government Unit to the Paying Agent shall constitute the authorization and direction by the Local Government Unit to the Paying Agent to pay said issuance costs on behalf of the Local Government Unit.

Section 9. Form of Bonds.

The Bonds shall be executed in substantially the form as set forth in **Exhibit A** hereto, with such appropriate changes, additions or deletions as may be approved by the officers executing the Bonds in the manner provided in Sections 5 and 8 hereof; such execution shall constitute approval by such officers on behalf of the Local Government Unit.

Section 10. Manner of Sale; Award of Bonds; Purchase Price; Range of Interest Rates.

The Governing Body of the Local Government Unit after due deliberation and investigation has found that a private sale by invitation is in the best financial interest of the Local Government Unit and based upon such finding the Governing Body of the Local Government Unit hereby authorizes and directs Bonds to be awarded and sold to the Purchaser, upon the terms set forth in the Purchase Proposal and Addendum, if any, with a term not extending beyond September 1, 2043 and interest rates not exceeding the rates set forth in **Exhibit B** attached hereto.

The Bonds are hereby awarded and sold to the Purchaser at the Purchase Price, in accordance with all the terms of the Purchase Proposal and Addendum, if any, which Addendum, if not otherwise set forth in the Purchase Proposal, will include the specific interest rates, maturity dates and amounts and terms of optional and mandatory redemption, if any. Upon recommendation of the Municipal Advisor, the Addendum, if any, is hereby authorized to be accepted by the Director of Finance on behalf of the Local Government Unit and, upon such acceptance, shall be incorporated by reference into this Debt Ordinance. The Director of Finance, or other appropriate Designated Officers, are authorized and directed to sign the Purchase Proposal and the Addendum, return them to the Purchaser and file copies of the same with the records of the Local Government Unit.

The Designated Officers are hereby authorized and directed to deliver the Bonds to the Sinking Fund Depository for authentication and thereafter to the Purchaser against confirmed receipt of the Purchase Price thereof.

The Local Government Unit hereby authorizes and directs the Municipal Advisor, Bond Counsel, the Purchaser and City Solicitor to undertake and perform all actions on behalf of the Local Government Unit necessary and proper to the expeditious settlement of the sale of the Bonds.

Section 11. Sinking Fund; Appropriation of Annual Amounts for Payment of Debt Service.

The Designated Officers, or any one of them, are hereby authorized to contract with the Paying Agent to serve as Sinking Fund Depository for the Bonds and to pay any fees for its services as such sinking fund depository. There is hereby established a separate sinking fund for the Bonds (the "2018 Sinking Fund") to be held by the Paying Agent, which is hereby appointed as Sinking Fund Depository (the "Sinking Fund Depository"), in the name of the Local Government Unit. The 2018 Sinking Fund shall be designated as the "Sinking Fund - City of Pittsburgh General Obligation Bonds, Series of 2018." Into the 2018 Sinking Fund the Local Government Unit shall cause to be paid, when and as required, all moneys necessary to pay the debt service on the Bonds, and the Sinking Fund shall be applied exclusively to the payment of the interest covenanted

to be paid upon the Bonds and to the principal thereof due prior to or at maturity or prior redemption and to no other purpose whatsoever, except as may be authorized by law, until the same shall have been fully paid.

All moneys deposited into the Sinking Fund and all investments and proceeds thereof shall be subject to a perfected security interest for the benefit of the owners of the Bonds. Moneys in the Sinking Fund not required for prompt expenditure may be invested as authorized by law as directed in writing by the Local Government Unit. The Sinking Fund Depository shall return to the Local Government Unit all moneys deposited and held in a Sinking Fund for the payment of Bonds which have not been claimed by the Registered Owners after two years from the date when payment is due, except where such funds are held for the payment of outstanding checks, drafts or other instruments of the Sinking Fund Depository. Nothing in this Section or by reason of any action taken hereunder shall relieve the Local Government Unit of its liability for payment to the Registered Owners of unrepresented Bonds.

The Sinking Fund Depository may exercise any of the powers or perform any duty hereunder by or through attorneys, agents, receivers or employees, and it shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorney, agent, receiver or employee, if reasonable care has been exercised in his appointment and retention, nor shall the Sinking Fund Depository be otherwise answerable or accountable under any circumstances whatever in connection with such powers or duties, except for its own negligence or willful misconduct. The Sinking Fund Depository shall be protected and shall incur no liability in relying, acting or proceeding in good faith upon any notice, request, order, certificate, report, opinion, statement, affidavit, voucher, or other paper or document believed by it to be genuine and to have been signed, passed or presented by the proper person, nor be bound to make any investigation into the matters stated therein. However, the Sinking Fund Depository may, at any time in its discretion, require of the Local Government Unit full information and advice as to the above as well as to the performance of any of the covenants, conditions and agreements in this Resolution and may further make or cause to be made independent investigations, at the expense of the Local Government Unit, concerning its affairs. The Sinking Fund Depository may consult with legal counsel to be selected and employed by it and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the written opinion of such counsel. The Sinking Fund Depository, in its individual capacity or as a fiduciary, may become the owner of Bonds, with the same rights it would have if it were not the Sinking Fund Depository. The Sinking Fund Depository may also engage in, or be interested in, any financial or other transaction with the Local Government Unit not in derogation of the rights of the Registered Owners of the Bonds.

The Sinking Fund Depository may construe any of the provisions of this Resolution insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Sinking Fund Depository in good faith shall be binding upon the Registered Owners of the Bonds.

The Sinking Fund Depository shall be paid such initial and periodic fees for its services and reimbursed for such expenses, as are specified in those proposals and other such communications made to and received by the Local Government Unit in connection with the Bonds, if any, or, in all events, according to its usual, customary and reasonable schedule of fees and other charges.

The Sinking Fund Depository shall serve in such capacity at the will of the Local Government Unit and may be removed, at any time, with or without cause, by the appointment of a qualified successor and upon sixty (60) days written notice to the Registered Owners of the Bonds and to the Sinking Fund Depository. Moreover, but if, and only in the event that, the payment of the Bonds has been insured to the Registered Owners thereof by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository and any successor shall be, and remain at all times, acceptable to the Insurer, if any, who shall be empowered to request the appointment of a successor for cause shown. The Sinking Fund Depository may at any time resign and be discharged of the trust hereby created by giving not less than sixty (60) days written notice to the Local Government Unit and the Registered Owners, specifying the date when such resignation shall take effect, in the manner required for bond redemption notices in Section 5 hereof, and such resignation shall take effect upon the day specified in such notice, unless previously a successor sinking fund depository shall have been appointed by the Local Government Unit as hereinbefore provided, in which event such resignation shall take effect immediately on the appointment of such successor.

Section 12. Advertising.

The action of the officers of the Local Government Unit in advertising a summary of this Resolution is hereby ratified and confirmed. The officers of the Local Government Unit are authorized and directed to advertise a notice of adoption of this Resolution in a newspaper of general circulation of the Local Government Unit within fifteen (15) days after final adoption. The City Clerk is hereby directed to make a copy of this Resolution available for inspection by any citizen during normal office hours.

Section 13. Appointment of Bond Counsel and Financial Advisor.

The Local Government Unit hereby appoints Clark Hill PLC as Bond Counsel for the purpose of rendering any and all necessary opinions with respect to the Bonds and preparing such additional documents as may be necessary. The Local Government Unit hereby appoints MAS Financial Advisory Services LLC and Davenport & Company LLC as Municipal Advisor (Financial Advisor) to the Local Government Unit with respect to the Bonds.

Section 14. Debt Proceedings.

The Director of Finance or the City Clerk of the Local Government Unit are hereby authorized and directed to certify to and file with the Pennsylvania Department of Community and Economic Development, in accordance with the Act, a complete and accurate copy of the proceedings taken in connection with the increase of debt authorized hereunder, including the debt statement and borrowing base certificate referred to hereinabove, to prepare and file any statements required by the Act which are necessary to qualify all or any portion of non-electoral or lease rental debt of the Local Government Unit as self-liquidating or subsidized debt, and to pay the filing fees necessary in connection therewith.

Section 15. Tax Covenants and Representations.

The Local Government Unit hereby covenants that:

(i) the Local Government Unit will not take or omit to take any action so as to cause interest on the Bonds to be no longer excluded from gross income for purposes of federal income taxation and will otherwise comply with applicable requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable regulations promulgated thereunder, throughout the term of the Bonds;

(ii) the Local Government Unit will make no use of the proceeds of the Bonds during the term thereof which would cause the Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code;

(iii) if and to the extent the Local Government Unit is required to remit any amounts to the United States pursuant to Code section 148(f) (the "Rebate Amounts") in order to cause the Bonds not to be arbitrage bonds, the Local Government Unit will cause to be remitted such Rebate Amounts at such times and in the manner required by Code section 148(f) and the regulations thereunder. The obligation to remit the Rebate Amounts and to comply with all other requirements of this Section 15 shall survive the defeasance and payment in full of the Bonds; and

(iv) it is a political subdivision of the Commonwealth of Pennsylvania, a home rule municipality and a local governmental unit with general taxing powers.

Section 16. Debt Management Policy.

It is expected that the issuance of the Bonds will be in compliance with the Local Government Unit's Debt Management Policy ("Policy"), as set forth in the Pittsburgh City Code, with the following exceptions. With respect to Section 202.07(a) which reads "the Local Government Unit will limited its tax supported debt service as a percent of General Fund including debt service expenditures to twelve (12.0) percent. With the understanding that as of the date of adoption of the Debt Management Policy, the Local Government Unit exceeds this limit, the Local Government Unit has a goal of reducing this ratio to twelve (12.0) percent by 2019". Section 202.07(e) established the goal of funding at least fifteen (15) percent of capital expenditures not supported by grants or intergovernmental aid from pay-as-you go cash, as measured on a five-year basis. This objective is not projected to be fully achieved based upon current estimates. Pursuant to Chapter 202.06 of the Policy, the Capital Project will be included in the Local Governmental Unit's Five-Year Capital Program starting in 2018. With respect to Section 202.10, the Bonds may be issued as variable rate debt to finance the Capital Project for which the Local Government Unit plans to issue long-term debt.

Section 17. Incidental Actions.

The proper officers of the Local Government Unit are hereby authorized, directed and empowered on behalf of the Local Government Unit to execute any and all agreements, papers and documents, including but not limited to, any documents and certificates required by the Purchase Proposal or Addendum in connection with a direct sale of the Bonds to the Purchaser, including but not limited to a Note Purchase Agreement, Bond Purchase Agreement, Loan Agreement, or similar agreement, and to do or cause to be done any and all acts and things necessary or proper for the carrying out of the purposes of this Resolution.

Section 18. Payment of Issuance Costs.

The proper officers of the Local Government Unit are hereby authorized and directed to pay the costs of issuing the Bonds at the time of delivery of the Bonds to the Purchaser.

Section 19. Official Intent.

It is hereby declared that this Resolution is the form of the official intent of the Local Government Unit, as referred to in Section 1.150-2 of the Treasury Regulations promulgated under the Code and the Local Government Unit so declares its official intent that the Local Government Unit be reimbursed from the proceeds of the Bonds authorized hereby in a maximum principal amount of \$5,250,000 for expenditures for the Capital Project, paid from the facility improvements funds of the Local Government Unit or other available funds or accounts of the Local Government Unit, on or after the date which is sixty (60) days prior to the effective date of this Resolution (except for certain expenditures which are not subject to such time limitation under Treasury Regulation §1.150-2 and other amounts which are not subject to such time limitation); provided that the issuance of the Bonds occurs not later than eighteen (18) months after the latest of (a) the date on which the earliest expenditure subject to Treasury Regulation §1.150-2 is paid, (b) the date on which the Capital Project is placed in service or abandoned, but in no event more than three years after the earliest expenditure is paid, or (c) the date otherwise permitted by the Code or Treasury Regulations promulgated thereunder. The description of the Capital Project and maximum principal amount of the Bonds are set forth above in this Resolution.

Section 20. Inconsistent Resolutions.

All resolutions or parts of resolutions inconsistent herewith be and the same are hereby repealed.

Section 21. Severability.

In case any one or more of the provisions of this Resolution shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution and this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

Section 22. Effective Date.

This Resolution shall become effective on the earliest date permitted by the Act.

CERTIFICATE

I, the undersigned, City Clerk of the City of Pittsburgh, Pennsylvania, Allegheny County, Pennsylvania (the "City") hereby certify that: (a) attached to this Certificate is a true, correct and complete copy of an Resolution (the "Resolution") which was duly adopted at a meeting of the City Council of the City on July 31, 2018, at which a quorum was present and acting throughout, and which was at all times open to the public; (b) the Resolution was duly recorded in the City's Resolution Book; (c) the City met the advance notice requirements of the Pennsylvania Sunshine Act, 65 Pa. Cons. Stat §701 et seq. by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the City Council; and (d) the vote upon the Resolution was called and duly recorded upon the minutes and the members voted in the following manner:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Bruce A. Kraus, President	_____	_____	_____	_____
Rev. Ricky V. Burgess	_____	_____	_____	_____
Anthony Coghill	_____	_____	_____	_____
Deborah Gross	_____	_____	_____	_____
Darlene M. Harris	_____	_____	_____	_____
Theresa Kail-Smith	_____	_____	_____	_____
R. Daniel Lavelle	_____	_____	_____	_____
Corey O'Connor	_____	_____	_____	_____
Erika Strassburger	_____	_____	_____	_____

WITNESS my hand and the seal of the City on _____, 2018.

By: _____
City Clerk

[SEAL]

EXHIBIT AForm of Bond [Note]

No. _____ \$ _____

**UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
CITY OF PITTSBURGH
GENERAL OBLIGATION [BOND][NOTE], SERIES of 2018**

INTEREST RATE MATURITY DATE ISSUANCE DATE

REGISTERED OWNER**PRINCIPAL AMOUNT DOLLARS**

The City of Pittsburgh, Pennsylvania (the "Local Government Unit"), existing by and under the laws of the Commonwealth of Pennsylvania, for value received, hereby acknowledges itself indebted and promises to pay to the registered owner named above (the "Registered Owner") on the maturity date specified above the principal amount shown above; and to pay interest thereon at the annual rate specified above (computed on the basis of a 360-day year of twelve 30-day months) [actual/360] from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or from the Issuance Date shown above, if no interest has been paid. Such payments of interest shall be made on _____, 2018 and on each [_____ and _____] thereafter (each, an "Interest Payment Date") until the principal has been paid or provided for as aforesaid. The principal of, and interest on, this bond may be paid in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

If the date for payment of the principal of, and interest on, this bond is a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania or in each of the cities in which the office of the Registered Owner are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

This bond is issuable only in the form of a fully registered bond without coupons in the denomination of \$100,000 or multiples thereof and is issued in accordance with the provisions of the Pennsylvania Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 *et seq.*, as amended (the "Act") and by virtue of a Resolution of the Local Government Unit duly adopted (the "Resolution"), and the sworn statement of the duly authorized officers of the Local Government Unit as appears on record in the office of the Pennsylvania Department of Community and Economic Development, Harrisburg, Pennsylvania.

The Local Government Unit hereby covenants with the registered owner of this bond to: (i) include the amount of the debt service for each fiscal year in which the sums are payable in its budget for that year, (ii) appropriate those amounts from its general revenues for the payment of the debt service, and (iii) duly and punctually pay or cause to be paid from its sinking fund or any of its revenues or funds the principal of, and the interest on, this bond at the dates and places and in the manner stated in this bond, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Local Government Unit pledges its full faith, credit and taxing power. As provided in the Act, this covenant shall be specifically enforceable; subject, however, as to the enforceability of remedies to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

The Local Government Unit has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of, and the interest on, this bond shall be deposited not later than the date fixed for disbursement thereof. The Local Government Unit has covenanted in the Resolution to make payments out of such sinking fund or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of the principal of, and interest on, this bond.

No recourse shall be had for the payment of the principal of, or interest on, this bond, or for any claim based hereon or on the Resolution, against any member, officer or employee, past, present, or future, of the Local Government Unit or of any successor body, either directly or through the Local Government Unit or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable

proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the execution and issuance of this bond.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this bond, or in the creation of the indebtedness of which this bond is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law, and that the debt evidenced by this bond is not in excess of any constitutional or statutory limitation.

This bond is registered as to both principal and interest on the bond register to be kept for that purpose at the corporate trust and/or payment office of the Paying Agent, and both principal and interest shall be payable only to the registered owner hereof. The Local Government Unit and the Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest hereon and for all other purposes, whether or not this bond shall be overdue. The Local Government Unit and the Paying Agent shall not be affected by any notice to the contrary.

[This bond is issued by the Local Government Unit in favor of the Registered Owner on the assumption that interest paid hereon is excludable from the gross income of the Registered Owner for Federal income tax purposes. If interest on this bond shall be declared by the Internal Revenue Service or an agent thereof to be, or shall otherwise be determined or required to be includable in the income of the Registered Owner for purposes of Federal income taxation, including pursuant to any amendment to the Internal Revenue Code of 1986, as amended, the indebtedness evidenced hereby shall thereafter bear interest at an annual rate (the "Taxable Rate") which shall be the taxable equivalent of the Interest Rate (specified above), as determined by the Registered Owner from time to time; the Local Government Unit will pay to the Registered Owner on demand the difference between the amount of interest which the Registered Owner would have received in interest at the Taxable Rate if the indebtedness evidenced by this bond had borne interest at the Taxable Rate during the entire period that interest on this bond is so declared, determined or required to be taxable, together with such penalties and interest, if any, due and payable because of non-payment of Federal income taxation, less interest paid at the Interest Rate (specified above), notwithstanding that the indebtedness evidenced by this bond may have been paid in full prior to such declaration or determination. In the event that such declaration or determination is reversed pursuant to the entry of a final determination, order, ruling or decree, all amounts theretofore paid to the Registered Owner in excess of the Interest Rate (specified above) shall be promptly refunded to the Local Government Unit and the rate of interest shall revert to the Interest Rate (specified above).]

[If the Local Government Unit fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of this bond within ___ calendar days of the date due and payable, the Local Government Unit also shall pay to the Registered Owner a late charge equal to the lesser of ___ percent (___%) of the amount of such payment or \$100.00 (the "Late Charge"). Such _____-day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the Registered Owner's option upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, this bond shall bear interest at a rate per annum which shall be equal to the Interest Rate (specified above) plus ___ percent (___%) (the "Default Rate"). The Default Rate shall continue to apply whether or not judgment shall be entered on this bond. Both the late charge and the Default Rate are imposed as liquidated damages for the purposes of defraying the Registered Owner's expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Registered Owner's exercise of any rights and remedies hereunder, or under applicable law, and any fees and expenses of any agents or attorneys which the Registered Owner may employ. In addition, the Default Rate reflects the increased credit risk to the Registered Owner of carrying a loan that is in default. The Local Government Unit agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Registered Owner, and that the actual harm incurred by the Registered Owner cannot be estimated with certainty and without difficulty.]

[Optional Redemption and/or Mandatory Redemption Provisions pursuant to the Purchase Proposal]

[The occurrence of any of the following events shall be deemed an Event of Default:

(a) Default in the payment of principal or interest on this bond for a period in excess of _____ (___) days or any other default under the terms of this bond; or

(b) Default in the performance of any covenant or agreement set forth in the Resolution or in this bond or the occurrence of a default under any other agreement between the Local Government Unit and the Registered Owner; or

(c) Any representation or warranty made by the Local Government Unit is untrue or incomplete in any material respect or any schedule, statement, report, warranty, representation, notice or writing furnished by the Local Government Unit pursuant to the Resolution is untrue or incomplete in any material respect on the date as of which the facts set forth are stated or certified; or

(d) The Local Government Unit shall fail or refuse to comply with any provisions of the Act, or shall for any reason be rendered incapable of fulfilling its obligations hereunder or thereunder.]

IN WITNESS WHEREOF, the City of Pittsburgh, Pennsylvania has caused this bond to be signed in its name by the manual or facsimile signature of the Mayor and its corporate seal or a facsimile thereof to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or facsimile signature of its Director of Finance as of the Series Issuance Date.

CITY OF PITTSBURGH By: _____ Mayor

[SEAL] Attest

Director of Finance

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though the terms which they represent were written out in full according to applicable laws or regulations.

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with the right of survivorship and not as tenants in common
- UNIFORM GIFT MIN ACT _____ Custodian _____
(Cust) (Minor)
- under Uniform Gifts to Minors Act. _____
(State)

Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please type or print name, address

(including postal zip code) and social security or other tax

identification number of the transferee)

the within bond and all rights thereunder, hereby irrevocably appointing _____ his/her attorney to transfer said bond on the bond register with full power of substitution in the premises.

Dated:

Signature Guaranteed:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

[FORM OF BOND COUNSEL OPINION]

Exhibit B
City of Pittsburgh
General Obligation Bonds, Series 2018
Not to Exceed Debt Service Table

Date	Principal	Coupon	Yield	Interest	Debt Service	Annual Debt Service	Existing Debt Service	Total NTE Debt Service
3/1/2019				726,000.00	726,000.00			
9/1/2019	2,055,000.00	3.63%	3.63%	726,000.00	2,781,000.00	3,507,000.00	47,368,350.00	50,875,350.00
3/1/2020				688,701.75	688,701.75			
9/1/2020	2,125,000.00	3.63%	3.63%	688,701.75	2,813,701.75	3,502,403.50	47,173,360.00	50,675,763.50
3/1/2021				650,133.00	650,133.00			
9/1/2021	2,205,000.00	3.63%	3.63%	650,133.00	2,855,133.00	3,505,266.00	47,174,430.00	50,679,696.00
3/1/2022				610,112.25	610,112.25			
9/1/2022	2,285,000.00	3.63%	3.63%	610,112.25	2,895,112.25	3,505,224.50	47,157,645.00	50,662,869.50
3/1/2023				568,639.50	568,639.50			
9/1/2023	2,370,000.00	3.63%	3.63%	568,639.50	2,938,639.50	3,507,279.00	47,167,235.00	50,674,514.00
3/1/2024				525,624.00	525,624.00			
9/1/2024	2,455,000.00	3.63%	3.63%	525,624.00	2,980,624.00	3,506,248.00	47,007,975.00	50,514,223.00
3/1/2025				481,065.75	481,065.75			
9/1/2025	2,545,000.00	3.63%	3.63%	481,065.75	3,026,065.75	3,507,131.50	46,436,350.00	49,943,481.50
3/1/2026				434,874.00	434,874.00			
9/1/2026	2,635,000.00	3.63%	3.63%	434,874.00	3,069,874.00	3,504,748.00	46,451,100.00	49,955,848.00
3/1/2027				387,048.75	387,048.75			
9/1/2027	2,730,000.00	3.63%	3.63%	387,048.75	3,117,048.75	3,504,097.50	9,116,750.00	12,620,847.50
3/1/2028				337,499.25	337,499.25			
9/1/2028	2,830,000.00	3.63%	3.63%	337,499.25	3,167,499.25	3,504,998.50	9,126,300.00	12,631,298.50
3/1/2029				286,134.75	286,134.75			
9/1/2029	2,930,000.00	3.63%	3.63%	286,134.75	3,216,134.75	3,502,269.50	9,123,050.00	12,625,319.50
3/1/2030				232,955.25	232,955.25			
9/1/2030	3,040,000.00	3.63%	3.63%	232,955.25	3,272,955.25	3,505,910.50	9,122,600.00	12,628,510.50
3/1/2031				177,779.25	177,779.25			
9/1/2031	3,150,000.00	3.63%	3.63%	177,779.25	3,327,779.25	3,505,558.50	9,123,600.00	12,629,158.50
3/1/2032				120,606.75	120,606.75			
9/1/2032	3,265,000.00	3.63%	3.63%	120,606.75	3,385,606.75	3,506,213.50	9,126,150.00	12,632,363.50
3/1/2033				61,347.00	61,347.00			
9/1/2033	3,380,000.00	3.63%	3.63%	61,347.00	3,441,347.00	3,502,694.00	4,532,600.00	8,035,294.00
3/1/2034								
9/1/2034							4,532,000.00	4,532,000.00
3/1/2035								
9/1/2035							4,531,250.00	4,531,250.00
3/1/2036								
9/1/2036							4,530,750.00	4,530,750.00
Total	40,000,000.00			12,577,042.50	52,577,042.50	52,577,042.50	448,801,495.00	501,378,537.50

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File #: 2018-0731 Version: **3** ▼

Type: Resolution Status: Passed Finally

File created: 7/16/2018 In control: Committee on Finance and Law

On agenda: 7/17/2018 Final action: 7/31/2018

Enactment date: 7/31/2018 Enactment #: 501

Effective date: 7/31/2018

Title:

Resolution authorizing the Mayor and the Director of Finance to enter into a Purchase and Sales Agreement or Agreements on behalf of the City of Pittsburgh along with the Urban Redevelopment Authority of Pittsburgh and the Housing Authority of Pittsburgh to jointly purchase the property located at 420 Boulevard of the Allies from 420 Allies LLC; to expend designated funds for the City's portion of Earnest Money relating to the purchase; to accept a deed relating to the purchase and to execute all documents to effectuate the purchase; and to enter into a Financing Cooperation Agreement or Agreements with the Urban Redevelopment Authority of Pittsburgh and the Housing Authority of the City of Pittsburgh to document, *inter alia*, pre-closing responsibilities and funding obligations relating to the purchase. (Post Agenda held 7/23/18; Public Hearing held 7/30/18)

Indexes:

AGREEMENTS

Attachments:

1. [Summary 2018-0731](#)[History \(11\)](#)

Text

Title

Resolution authorizing the Mayor and the Director of Finance to enter into a Purchase and Sales Agreement or Agreements on behalf of the City of Pittsburgh along with the Urban Redevelopment Authority of Pittsburgh and the Housing Authority of Pittsburgh to jointly purchase the property located at 420 Boulevard of the Allies from 420 Allies LLC; to expend designated funds for the City's portion of Earnest Money relating to the purchase; to accept a deed relating to the purchase and to execute all documents to effectuate the purchase; and to enter into a Financing Cooperation Agreement or Agreements with the Urban Redevelopment Authority of Pittsburgh and the Housing Authority of the City of Pittsburgh to document, *inter alia*, pre-closing responsibilities and funding obligations relating to the purchase. (Post Agenda held 7/23/18; Public Hearing held 7/30/18)

Body

Whereas, the City, the Urban Redevelopment Authority of Pittsburgh and the Housing Authority of Pittsburgh are each separately seeking authorizations from their respective governing bodies to jointly purchase 420 Boulevard of the Allies, Block 1-M, Lot 150 in the 1st Ward, a 9-story, approximately 150,000 sq. ft., office building located in Pittsburgh's Central Business District (the "Property"); and

Whereas, the purchase of the recently renovated Property and the subsequent performance of additional build-outs for each entity will allow for the relocation of the City, URA, and HACP from the John P. Robin Civic Building (the "Civic Building") and to the Property in order to enable the City and the authorities to provide additional space for staff and enhanced public service by including a first floor "one-stop shop" for City permitting activities and HACP public-facing resident services; and

Whereas, the City, URA, and HACP currently own the Civic Building as tenants-in-common and have determined that it would require substantial capital investment in order to, *inter alia*, make the building compliant with current City Code; address ever-increasing maintenance costs arising due to its energy inefficiencies and outdated building systems; and to reconfigure the space to add storage and make it more user-friendly for staff and the public; and

Whereas, over the last three years the City, URA, and HACP have participated in a thorough facility analysis and have consulted with architects and real estate professionals to evaluate the costs and risks associated with the option of renovating the Civic Building versus purchasing a newly-renovated building and have determined it is in the best interest of the entities and the public to purchase the Property; and

Whereas, the City, URA, and HACP (collectively the "Buyers") have engaged in negotiations with 420 Allies LLC (the "Seller") and have finalized a purchase price of Twenty-Seven Million, Five Hundred Thousand Dollars (\$27,500,000), which price was deemed to be within market range for this type of building in this stage of renovation by the URA's real estate advisor; and

Whereas, the Purchase and Sales Agreement sets the purchase price and other terms relating to the purchase of the Property and was preliminarily signed by all parties on July 11, 2018; however, per the agreement, the purchase still remains wholly subject to: 1) this City Council authorization as well as authorization of the boards of the URA and HACP; 2) all separate legislative approvals by City Council required by applicable law relating to financing for the purchase and renovation of the Property; and 3) satisfactory inspections of the Property prior to closing, which is currently anticipated to occur on or around September 20, 2018; and

Whereas, the Buyers have also worked with the Seller's current architect to test fit respective programming and space needs of the Property to approximate costs for future build-outs of space; and

Whereas it is currently anticipated that the cost of purchase of the Property plus renovations for all of the Buyers, including closing and related purchase costs/transfer fees and required outside services, including, but not limited, to legal and financial advisors and design and construction services, will be in an amount not to exceed Forty Million Dollars (\$40,000,000), and

Whereas, the Buyers have apportioned costs relating to each entity's percentage use of the Property and projected renovations in order to determine each entity's share of the total amount to be financed; and

Whereas, separate legislation required pursuant to the Pennsylvania Local Government Unit Debt Act, 53 Pa.Const. Stat. §8001 *et seq.*, as amended, is also being presented for City Council approval to authorize and direct the City to incur Non-Electoral Debt through the issuance of a series of Bonds or Notes of the City of Pittsburgh in the maximum aggregate principal amount of forty million dollars (\$40,000,000.00); and

Whereas, if approved, it is anticipated that the City would be the borrower of the entire amount of the Non-Electoral Debt and be liable on the Bond(s) or Note(s) and the URA and HACP will be jointly and severally liable on their guarantees of the Bond(s) or Note(s); and

Whereas, the URA and HACP have each agreed to pay to the City or directly to the lender, their proportionate share of the total debt service as and when it is due; and

Whereas, the City now wishes to document City Council's authorization to enter into the Purchase and Sales Agreement for the purchase of the Property; to pay the City's share of the hand money for the purchase; to accept a deed and to execute all documents to effectuate the purchase, relating to the purchase; and to enter into a Financing Cooperation Agreement or Agreements with the URA and HACP to document pre-closing responsibilities and funding obligations relating to the purchase.

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. The Mayor and the Director of the Department of Finance, on behalf of the City of Pittsburgh, are hereby authorized to enter into a Purchase and Sale Agreement and/or Agreements with the URA, HACP, and 420 Allies LLC, for the purchase of property located in the 1st Ward of the City of Pittsburgh at 420 Boulevard of the Allies (Lot/Block I-M-150) (the "Property") from 420 Allies LLC. Except as set forth in Section 2 below relating to the City's share of hand money for the purchase, funding of the Twenty-Seven Million, Five Hundred Thousand Dollar (\$27,500,000.00) purchase price and costs relating to closing and funding are ~~is not authorized under this Resolution; rather, funding will be authorized~~ pursuant to companion legislation for financing as required by applicable law as further described in Section 3 of this Resolution. The form of the Purchase and Sale Agreement or Agreements shall be in a form approved by the City Solicitor.

Section 2. The City's share of hand money (Earnest Money) required in the Purchase and Sale Agreement is limited to the amount of One Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Seven Dollars and no cents (\$1,666,667.00), payable from: JDE 4026751116.50000.00. Pursuant to the Purchase and Sale Agreement, this amount will be due and owing

to Seller if the Buyers (as defined above) wish to proceed with the sale as of August 1, 2018, after conducting necessary inspections (or after a future date if an extension is needed for financing authorizations).

Section 3. The purchase and authorization to finally execute the Purchase and Sales Agreement remains wholly subject to City Council's separate authorization required pursuant to the Pennsylvania Local Government Unit Debt Act, 53 Pa. Const. Stat. §8001 *et seq.*, as amended, to authorize and direct the City to incur Non-Electoral Debt through the issuance of a series of Bonds or Notes of the City of Pittsburgh in the maximum aggregate principal amount of forty million dollars (\$40,000,000.00) (the "Financing Legislation") and. ~~It is acknowledged that the Pennsylvania Department of Community and Economic Development's approval of the issuance of the Bond(s) or Note(s) as is required by applicable law, and closing on the purchase of the Property~~

Section 4. The Mayor and/or the Director of Finance, on behalf of the City of Pittsburgh, are further authorized to accept a deed in fee simple in the name of the City solely, or as tenants-in-common with the URA and / or the HACP, or as otherwise allowed by applicable law, in conjunction with any purchase of the Property and to execute all documents to effectuate the purchase. The form of the deed and documents to effectuate the purchase shall be approved by the City Solicitor. A copy of the deed shall be filed with the City Clerk.

Section 5. The Mayor and the Director of Finance, on behalf of the City of Pittsburgh are further authorized to enter into a Financing Cooperation Agreement or Agreements with the URA and HACP to document pre-closing responsibilities, funding obligations for pre-closing costs, and a commitment from the URA and HACP to be jointly and severally liable per their guarantees on the City's Bond(s) or Note(s) relating to the purchase of the Property. Responsibility for any costs due from the City through such Financing Cooperation Agreement or Agreements will be subject to authorization from the Financing Legislation or other legislation, as applicable. The Financing Cooperation Agreement or Agreements shall be in a form approved by the City Solicitor. A copy of the signed and executed financing cooperation agreement or agreements shall be filed with the City Clerk.

Section 6. The Financing Cooperation Agreement or Agreement between the City, URA, and HACP must be executed no later than August 1, 2018, if the Buyers intend to proceed with the purchase of the Property by such date. A copy of the signed and executed cooperation agreement or agreements shall be filed with the City Clerk.

Section 7. The Effective Date of this Resolution as to the authorization to enter into the Purchase and Sales Agreement will not be before the effective date of the Financing Legislation approval from the Department of Community and Economic Development to authorize the City to issue the aforementioned bond(s) or note(s) as required under the Pennsylvania Local Government Unit Debt Act, 53 Pa. Const. Stat. §8001 et seq., as amended. The Director of the Department of Finance will forward the dated certificate of approval from the Department of Community and Economic Development to the City Clerk for purposes of assigning an effective date.

Section 8. The effective date of this Resolution as to the remaining authorizations will be immediate upon signature of the Mayor and assignment of an enactment number by the City Clerk.

EXHIBIT F

HACP Authorizing Resolution(s)



Housing Authority of the City of Pittsburgh

Executive Office
200 Ross Street – 9th Floor
Pittsburgh, PA 15219
(412) 456-5012

CERTIFICATE OF RESOLUTION APPROVAL

I, Amy L. Shaffer, Recording Secretary of the Housing Authority of the City of Pittsburgh, do hereby certify that the attached Resolution No. 48 of 2018 was presented to the Board of Commissioners of the Housing Authority of the City of Pittsburgh at its meeting held on Tuesday, July 31, 2018, and approved.

IN TESTIMONY, WHEREOF, I have hereunto set my hand and the seal of said Housing Authority of the City of Pittsburgh this 31st day of July 2018.



Recording Secretary (SEAL)

**Board Meeting
July 31, 2018
Agenda Item No. 5**

RESOLUTION No. 48 of 2018

A Resolution - Authorizing the Commitment of Funds for the Acquisition and Build-Out of Property to be Utilized for Administrative Offices

WHEREAS, the Housing Authority of the City of Pittsburgh (HACP) along with the Urban Redevelopment Authority (URA), and the City of Pittsburgh (City), together (Entities) jointly own and occupy the John P. Robin Civic Building; and

WHEREAS, the HACP, the URA, and the City (Entities) are seeking to purchase property in the Central Business District of Pittsburgh to be utilized in an administrative capacity for each of the Entities; and

WHEREAS, certain real property, located at 420 Boulevard of the Allies, Pittsburgh, Pennsylvania, 15219 (Property) is available for purchase and meets the respective requirements of the three (3) Entities; and

WHEREAS, the Entities have executed a Purchase and Sale Agreement outlining the terms and conditions of a potential sale of the Property; and

WHEREAS, 420 Allies LLC., the Seller of the Property (Seller), and the Entities have negotiated a purchase price of twenty-seven million five hundred thousand dollars (\$27,500,000) for the Property; and

WHEREAS, the Seller has stipulated that an Earnest Money Deposit of five (5) million dollars (\$5,000,000.00) shall be retained at the end of the due diligence period by the Seller as liquidated damages should the Entities fail to close in accordance with the terms and conditions of the executed Purchase and Sale Agreement; and

WHEREAS, the Entities will divide the cost of the Earnest Money Deposit amongst the respective organizations, and the HACP is responsible for depositing an amount of one million six hundred sixty-six thousand six hundred sixty-seven dollars (\$1,666,667); and

WHEREAS, the HACP will utilize Program Income and/or Moving to Work (MTW) funds to finance its portion of the Earnest Money Deposit, and will be reimbursed upon closing; and

WHEREAS, the total project cost for all three entities to acquire and build-out the space is an estimated thirty-eight million dollars (\$38,000,000); and

WHEREAS, the URA and/or the City will issue debt of up to forty million dollars (\$40,000,000) to finance the acquisition and build-out of the Property; and

WHEREAS, The HACP will guarantee the debt at an amount limited to eligible non-federal, non-public housing assets available on the date the claim arises (e.g. Program Income or other assets not subject to the Declaration of Trust and not acquired or merged with assets acquired with public housing funding under the United States Housing Act of 1937, as amended) ; and

WHEREAS, HACP will fund the debt repayment through MTW funds and/or Program Income funds; and

WHEREAS, the acquisition of the Property is subject to approval by the US Department of Housing and Urban Development.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Pittsburgh:

Section 1. The Executive Director or his Designee is hereby authorized to enter in the transaction jointly with the URA and the City to purchase and build out the Property located at 420 Boulevard of the Allies.

Section 2. The Executive Director or his Designee is hereby authorized to obligate and expend an amount not to exceed one million six hundred sixty-six thousand six hundred sixty-seven dollars (\$1,666,667); to put down an Earnest Money Deposit for the purchase of 420 Boulevard of the Allies Property; and

Section 3. The Executive Director and his Designee is hereby authorized and directed, in the name of and on behalf of HACP, to (i) negotiate, execute and deliver all such agreements, documents and instruments and take all other such actions as determined to be necessary or desirable in order to effect the Acquisition of 420 Boulevard of the Allies and (i) complete any and all additional actions that are legally permissible and necessary or advisable to carry out the Acquisition of 420 Boulevard of the Allies contemplated herein; and

Section 4. The Executive Director or his Designee is hereby authorized and directed to take such other actions, from time to time, that are necessary, advisable or proper in connection with the Acquisition of 420 Boulevard of the Allies including, without limitation, the execution and delivery of all agreements, writings and documents (and all amendments, changes, and modifications and additions thereto).

EXHIBIT G

URA Authorizing Resolution(s)

SECRETARY'S CERTIFICATE

I, Mary E. Roytas, hereby certify that I am Assistant Secretary of URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, and as such am in charge of the records and minute books of said Authority.

AND I DO FURTHER CERTIFY that the following is a true and correct copy of Resolution Number 223 duly adopted by the Board of said Authority at the Special Meeting of the Members held July 16, 2018, at which meeting a quorum was present and voting throughout that the same remain in full force and effect at the date of this Certificate.

RESOLUTION NO. 223 (2018)

RESOLVED: That acquisition of Block 1-M, Lot 150, in the 1st Ward of the City of Pittsburgh (420 Boulevard of the Allies), from 420 Allies, LLC, for \$27,500,000.00, is hereby approved, and the Executive Director or Director of Finance, on behalf of the Authority, is authorized to execute an agreement of sale and all documents required for the acquisition, and the Secretary or Assistant Secretary is authorized to attest the same and affix the seal of the Authority thereto.

IN WITNESS WHEREOF, I hereunto affix my signature and the seal of the Urban Redevelopment Authority of Pittsburgh this 17th day of July, 2018.

(SEAL)


Assistant Secretary

SECRETARY'S CERTIFICATE

I, Mary E. Roytas, hereby certify that I am Assistant Secretary of URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, and as such am in charge of the records and minute books of said Authority.

AND I DO FURTHER CERTIFY that the following is a true and correct copy of Resolution Number 224 duly adopted by the Board of said Authority at the Special Meeting of the Members held July 16, 2018, at which meeting a quorum was present and voting throughout that the same remain in full force and effect at the date of this Certificate.

RESOLUTION NO. 224 (2018)

RESOLVED: That payment of the Authority's proportionate share of the down payment for the acquisition of 420 Boulevard of the Allies, in the amount of \$1,666,667.00, is hereby approved.

IN WITNESS WHEREOF, I hereunto affix my signature and the seal of the Urban Redevelopment Authority of Pittsburgh this 17th day of July, 2018.

(SEAL)


Assistant Secretary

SECRETARY'S CERTIFICATE

I, Mary E. Roytas, hereby certify that I am Assistant Secretary of URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, and as such am in charge of the records and minute books of said Authority.

AND I DO FURTHER CERTIFY that the following is a true and correct copy of Resolution Number 226 duly adopted by the Board of said Authority at the Special Meeting of the Members held July 16, 2018, at which meeting a quorum was present and voting throughout that the same remain in full force and effect at the date of this Certificate.

RESOLUTION NO. 226 (2018)

RESOLVED: That a cooperation agreement or agreements with the City of Pittsburgh and the Housing Authority of the City of Pittsburgh, concerning funding and ownership related to the acquisition of 420 Boulevard of the Allies, and specifically including a commitment to execute a guaranty agreement and related security instruments to secure a borrowing by the City of Pittsburgh from a to-be-determined lending institution in an amount not-to-exceed \$40,000,000.00 to finance acquisition, design, and build out (collectively, the "Financing"), is hereby approved and the Executive Director or Director of Finance, on behalf of the Authority, is authorized to execute an agreement or agreements therefor, along with all related documents necessary for the acquisition and closing on the Financing, including, but not limited to, a guaranty agreement for the Financing and a mortgage of the Authority's interest in 420 Boulevard of the Allies, and the Secretary or Assistant Secretary is authorized to attest the same and affix the seal of the Authority thereto.

IN WITNESS WHEREOF, I hereunto affix my signature and the seal of the Urban Redevelopment Authority of Pittsburgh this 17th day of July, 2018.

(SEAL)


Assistant Secretary