

RESOLUTION NO. 2026-07-006 (MHFC)

MCKINNEY HOUSING FINANCE CORPORATION, A PUBLIC, NONPROFIT HOUSING FINANCE CORPORATION DULY ORGANIZED AND VALIDLY EXISTING UNDER THE LAWS OF THE STATE OF TEXAS (THE “MEMBER”), THE INCOMING SOLE MEMBER OF MCKINNEY SKYWAY VILLAS GP, LLC (THE “GENERAL PARTNER”), THE GENERAL PARTNER OF SKYWAY VILLAS (TX) OWNER LP, A TEXAS LIMITED PARTNERSHIP (THE “PARTNERSHIP”) HEREBY ADOPTS THE FOLLOWING RESOLUTIONS:

1. ASSIGNMENT OF OWNERSHIP OF GENERAL PARTNER

WHEREAS, AH LIHTC Holdco Sub LLC, a Delaware limited liability company (the “Assignor”) is the sole member of McKinney Skyway Villas GP, LLC, a Texas limited liability company, the general partner (the “General Partner”) of Skyway Villas (TX) Owner LP, a Texas limited partnership (the “Partnership”); and

WHEREAS, the Assignor intends to assign all of its ownership interests in the General Partner to the Member pursuant to an assignment agreement (the “Assignment Agreement”); and

WHEREAS, Tyler Underwood, an individual, is the President of the Member (the “President”) and Lisa Emery, an individual, is the Vice President of the Member (the “Vice President”).

RESOLVED, that (a) the Member is authorized to take assignment to the Assignor’s ownership interests in the General Partner, (b) the Member is hereby authorized to execute and deliver the Assignment Agreement and to do all things necessary or desirable to facilitate the assignment of the ownership interests in the General Partner; and (c) the President and the Vice President (or any officer of the Member), acting on behalf of the Member, are each hereby individually authorized to execute and deliver the Assignment Agreement, with such changes as the President or the Vice President (or any officer of the Member) in such officer’s discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable.

2. LEASE OF REAL PROPERTY

WHEREAS, upon execution and delivery of the Assignment Agreement as set forth in Section 1 above, the Member will be sole member of the General Partner, the sole general partner of the Partnership; and

WHEREAS, McKinney Skyway Villas Holdings, LLC (the “*Ground Lessor*”) will acquire certain real property located in the City of McKinney, Collin County, Texas (the “*Real Property*”) on which a multifamily project is to be rehabilitated, developed and operated, known as “Skyway Villas” (the “*Apartment Complex*”); and

WHEREAS, the Ground Lessor will enter into a Ground Lease (the “*Ground Lease*”) with the Partnership pursuant to which the Ground Lessor will lease the Real Property to the Partnership for a 99-year term; and

WHEREAS, the Partnership will also acquire the Apartment Complex from Skyway Villas, Ltd., a Texas limited partnership (the “*Seller*”); and

WHEREAS, in connection with the lease of the Real Property from the Ground Lessor and the acquisition of the Apartment Complex, the Partnership and/or the General Partner and/or the Member will be required to enter into various documents to evidence such leasehold interest and/or acquisition, including but not limited to the Ground Lease, fee joinder agreements, and bills of sale and other assignment documents with respect to the Apartment Complex (collectively, the “*Acquisition Documents*”).

RESOLVED, that the prior actions of the President and the Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on behalf of the Partnership, with respect to the lease of the Real Property, including but not limited to the execution of the Acquisition Documents, are hereby ratified and approved.

FURTHER RESOLVED, that (a) the Partnership is authorized to lease the Real Property, acquire the Apartment Complex and to execute and deliver the Acquisition Documents; (b) the General Partner acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Acquisition Documents and to do all things necessary or desirable to facilitate the acquisition of the Apartment Complex, the lease of the Real Property and the rehabilitation, development and operation of the Apartment Complex thereon; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Acquisition Documents and to do all things necessary or desirable to facilitate the acquisition of the Apartment Complex, the lease of Real Property and the rehabilitation, development and operation of the Apartment Complex thereon; and (d) the President and Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby individually authorized to (i) to execute and deliver the Acquisition Documents, with such changes as the President or the Vice President (or any officer of the Member) in such officer’s discretion believes to be necessary or desirable, and such other documents and

instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to facilitate the acquisition of the Apartment Complex, the lease of the Real Property and the rehabilitation, development and operation of the Apartment Complex thereon.

3. EQUITY FINANCING

WHEREAS, Wells Fargo Bank, National Association, a national banking association, its successors and assigns (the "*Equity Provider*") has agreed to provide equity financing of approximately \$34,756,727 to the Partnership for the development of the Apartment Complex (the "*Equity Financing*"); and

WHEREAS, in connection with the Equity Financing, the General Partner will enter into an Amended and Restated Agreement of Limited Partnership for the Partnership (the "*Partnership Agreement*") with the Equity Provider and Skyway Villas (TX) SLP LLC, a Delaware limited liability company (the "*Class B Limited Partner*"), as limited partners; and

WHEREAS, the Partnership Agreement calls for the Partnership and/or the General Partner to enter into certain documents associated with the Equity Financing, including but not limited to a Development Fee Agreement, a GP Asset Management Fee Agreement, an Asset Management Fee Agreement, a Supervisory Asset Management Fee Agreement, a Class B Purchase Option Agreement, an Incentive Management Fee Agreement, a Security Agreement and a Reimbursement and Assignment Agreement (collectively, with the Partnership Agreement and such other documents and certificates in connection with the purposes set forth in this Resolution, the "*Equity Documents*").

RESOLVED, that (a) the Partnership is authorized to obtain the Equity Financing from the Equity Provider or its affiliates and to execute and deliver the Equity Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Equity Documents and do all things necessary and desirable to facilitate the Equity Financing; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Equity Documents and to do all things necessary or desirable to facilitate the Equity Financing; and (d) the President and Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby individually authorized to (i) execute and deliver the Equity Documents, with such changes as the President or Vice President (or any officer of the Member) in such officer's discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable to effectuate the purposes of the foregoing resolutions and (ii) do all things necessary or

desirable to cause the Partnership to obtain the Equity Financing and perform the Partnership's and/or the General Partner's obligations thereunder.

4. BOND FINANCING

WHEREAS, pursuant to a Trust Indenture between the Sole Member, in its capacity as issuer (the "*Issuer*") and UMB Bank, N.A., as trustee (the "*Indenture*"), the Issuer has agreed to issue its Multifamily Housing Revenue Bonds (Skyway Villas) Series 2026 (the "*Bonds*") in the aggregate principal amount of up to \$52,000,000 (the "*Bonds*") which will be purchased and offered for sale by Wells Fargo Bank, National Association (in such capacity, the "*Underwriter*"); and

WHEREAS, the proceeds from the sale of the Bonds will be loaned by the Issuer to the Partnership to finance a portion of the development of the Apartment Complex (the "*Bond Financing*") pursuant to a Loan Agreement between the Issuer and the Partnership (the "*Loan Agreement*"), and evidenced by a promissory note (the "*Borrower Note*"); and

WHEREAS, in connection with the Bond Financing and the execution of the Loan Agreement and Borrower Note, the Partnership and/or the General Partner will be required to enter into certain other documents, including but not limited to a Regulatory and Land Use Restriction Agreement, a Tax Exemption Certificate and Agreement, a Continuing Disclosure Agreement, a Remarketing Agreement and any and all other types of agreements, certificates or documents necessary for the Issuer to issue its Bonds and for the Partnership to consummate the Bond Financing (collectively with the Loan Agreement, the Borrower Note and all other related documents, the "*Bond Financing Documents*").

RESOLVED, that (a) the Partnership is authorized to borrow the proceeds of the Bonds from the Issuer and to execute and deliver the Bond Financing Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Bond Financing Documents and do all things necessary to facilitate the Bond Financing; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver Bond Financing Documents and to do all things necessary or desirable to facilitate the Bond Financing; and (d) the President and the Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby individually authorized to (i) execute and deliver the Bond Financing Documents, with such changes as the President or the Vice President (or any officer of the Member) in such officer's discretion believes to be necessary or desirable, and such other documents

and instruments in connection therewith as may be necessary or desirable to effectuate the purposes of the foregoing resolutions and (ii) do all things necessary or desirable to cause the Partnership to obtain the Bond Financing and perform the Partnership's and/or the General Partner's obligations thereunder.

5. CONSTRUCTION LOAN AND PERMANENT LOAN FINANCING

WHEREAS, Wells Fargo Bank, National Association, a national association (in such capacity, the "*Construction Lender*") has agreed to make a construction loan (the "*Construction Loan*") to the Partnership in an amount of approximately \$63,641,446, as evidenced by a promissory note payable to the Construction Lender (the "*Construction Loan Note*"), in order to finance a portion of the development of the Apartment Complex; and

WHEREAS, to secure the Partnership's obligations under the Construction Note, the Partnership and/or the General Partner will execute, for the benefit of the Construction Lender, a Construction Loan Agreement, a Construction Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing Together With Ground Lessor Subordination and Joinder, an Investor Equity Assignment and Security Agreement, a Collateral Assignment and Pledge of General Partnership Interests and Security Agreement (General Partner), an Assignment of Architectural Agreements and Plans and Specifications, an Assignment of Construction Agreements (General Contract), an Assignment of Contracts, an Assignment of Development Fee Agreement, an Agreement Regarding Debtor/Creditor Relationship, a Disbursement Instructions Agreement, a Funding and Disbursement Agreement, a Joint and Several Hazardous Materials Indemnity Agreement, an Assignment of Management Agreement and certain other documents evidencing, governing and/or securing the Partnership's obligations under the Construction Note (collectively, together with the Construction Note, the "*Construction Loan Documents*"); and

WHEREAS, the Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise ("*Freddie Mac*"), will enter into a forward commitment with Wells Fargo Bank, National Association (in such capacity, the "*Freddie Mac Seller/Servicer*") (the "*Freddie Mac Commitment*"), whereby Freddie Mac will commit, subject to the satisfaction on or before the Forward Commitment Maturity Date of the Conditions to Conversion set forth in a Construction Phase Financing Agreement and the Freddie Mac Commitment (as each of the foregoing capitalized terms is defined in the Indenture), to facilitate the financing of the Apartment Complex in the Permanent Phase (as defined in the Indenture) (the "*Permanent Loan Financing*"); and

WHEREAS, to facilitate the Permanent Loan Financing, the Partnership and/or the General Partner shall enter into any and all documents, including but not limited to, a Construction Phase Financing Agreement, a Conversion Assurance Note, a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing and any and all other types of agreements, certificates or documents necessary for the Partnership to consummate the Permanent Loan Financing (collectively, with all other related documents, the "*Permanent Loan Documents*").

RESOLVED, that (a) the Partnership is authorized to obtain the Construction Loan from the Construction Lender and to execute and deliver the Construction Loan Documents and the Permanent Loan Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Construction Loan Documents and the Permanent Loan Documents and do all things necessary to facilitate the Construction Loan and the Permanent Loan Financing; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Construction Loan Documents and the Permanent Loan Documents and to do all things necessary or desirable to facilitate the Construction Loan and the Permanent Loan Financing; and (d) the President and Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby authorized to (i) execute and deliver the Construction Loan Documents and the Permanent Loan Documents, with such changes as the President or Vice President (or any officer of the Member) in such officer's discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the Partnership to obtain the Construction Loan and the Permanent Loan Financing and perform the Partnership's and/or the General Partner's obligations thereunder.

6. SUBORDINATE/SELLER LOAN

WHEREAS, the Seller has agreed to make a subordinate loan to the Partnership (the "*Seller Loan*") in an amount not to exceed \$17,500,000 in order to finance the acquisition of the Apartment Complex; and

WHEREAS, in connection with the Seller Loan, the Partnership will execute a promissory note payable to the Seller (the "*Promissory Note*"), a Leasehold Deed of Trust and Assignment of Rents with Fee Joinder (Seller Carryback Loan) and certain other documents evidencing, securing and/or governing the Partnership's obligations under the Promissory Note (collectively, the "*Seller Loan Documents*").

RESOLVED, that (a) the Partnership is authorized to obtain the Seller Loan from the Seller and to execute and deliver the Seller Loan Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Seller Loan Documents and do all things necessary to facilitate the Seller Loan; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Seller Loan Documents and to do all things necessary or desirable to facilitate the Seller Loan; and (d) the President and Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby authorized to (i) execute and deliver the Seller Loan Documents, with such changes as the President or Vice President (or any officer of the Member) in such officer's discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the Partnership to obtain the Seller Loan and perform the Partnership's and/or the General Partner's obligations thereunder.

7. EXECUTION OF PARTNERSHIP RESOLUTION

RESOLVED, that upon the Member's execution and delivery of the Assignment Agreement, the General Partner is hereby authorized to execute and deliver a Partnership Resolution (the "*Partnership Resolution*"), the form of which is attached hereto as *Exhibit A*, in order to authorize the Partnership's participation in the transactions described herein and in the Partnership Resolution.

FURTHER RESOLVED, that the President and Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby individually authorized, without any further action or consent from the Member, to execute and deliver the Partnership Resolution.

8. AUTHORIZATION/RATIFICATION

RESOLVED, that the President and the Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby authorized to (a) sign, certify to, acknowledge, deliver, accept, file, and record any and all instruments and documents, and (b) take, or cause to be taken, any and all such action, in the name and on behalf of the Member, the General Partner, and the Partnership as such officer shall deem to be necessary, desirable or appropriate in order to effect the purposes of the foregoing resolutions.

FURTHER RESOLVED, that any and all action taken by the President and Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, prior to the date this consent is actually executed in effecting the purposes of the foregoing resolutions is hereby approved, ratified, and adopted in all respects.

**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE
MCKINNEY HOUSING FINANCE CORPORATION ON THE 24th DAY OF JULY, 2026.**

MCKINNEY HOUSING FINANCE
CORPORATION

Tyler Underwood, President

ATTEST:

Cristel Todd, Secretary

EXHIBIT A

FORM OF PARTNERSHIP RESOLUTION

[ATTACHED]

SKYWAY VILLAS (TX) OWNER LP

PARTNERSHIP RESOLUTIONS

MCKINNEY SKYWAY VILLAS GP, LLC, A TEXAS LIMITED LIABILITY COMPANY (THE “GENERAL PARTNER”), THE SOLE GENERAL PARTNER OF SKYWAY VILLAS (TX) OWNER LP, A TEXAS LIMITED PARTNERSHIP (THE “PARTNERSHIP”), HEREBY ADOPTS THE FOLLOWING RESOLUTIONS:

1. LEASE OF REAL PROPERTY

WHEREAS, the General Partner is the sole general partner of the Partnership; and

WHEREAS, the McKinney Housing Finance Corporation, a Texas public, nonprofit housing finance corporation (the “Member”), is the sole member of the General Partner; and

WHEREAS, McKinney Skyway Villas Holdings, LLC (the “Ground Lessor”) will acquire certain real property located in the City of McKinney, Collin County, Texas (the “Real Property”) on which a multifamily project is to be rehabilitated, developed and operated, known as “Skyway Villas” (the “Apartment Complex”); and

WHEREAS, the Ground Lessor will enter into a Ground Lease (the “Ground Lease”) with the Partnership pursuant to which the Ground Lessor will lease the Real Property to the Partnership for a 99-year term; and

WHEREAS, the Partnership will also acquire the Apartment Complex from Skyway Villas, Ltd., a Texas limited partnership (the “Seller”); and

WHEREAS, in connection with the lease of the Real Property from the Ground Lessor and the acquisition of the Apartment Complex, the Partnership and/or the General Partner and/or the Member will be required to enter into various documents to evidence such leasehold interest and/or acquisition, including but not limited to the Ground Lease, fee joinder agreements, and bills of sale and other assignment documents with respect to the Apartment Complex (collectively, the “Acquisition Documents”).

RESOLVED, that the prior actions of the President and the Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on behalf of the Partnership, with respect to the lease of the Real Property, including but not limited to the execution of the Acquisition Documents, are hereby ratified and approved.

FURTHER RESOLVED, that (a) the Partnership is authorized to lease the Real Property, acquire the Apartment Complex and to execute and deliver the Acquisition Documents; (b) the General Partner acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Acquisition Documents and to do all things necessary or desirable to facilitate the acquisition of the Apartment Complex, the lease of the Real Property and the rehabilitation, development and operation of the Apartment Complex thereon; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Acquisition Documents and to do all things necessary or desirable to facilitate the acquisition of the Apartment Complex, the lease of Real Property and the rehabilitation, development and operation of the Apartment Complex thereon; and (d) the President and Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby individually authorized to (i) to execute and deliver the Acquisition Documents, with such changes as the President or the Vice President (or any officer of the Member) in such officer's discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to facilitate the acquisition of the Apartment Complex, the lease of the Real Property and the rehabilitation, development and operation of the Apartment Complex thereon.

3. EQUITY FINANCING

WHEREAS, Wells Fargo Bank, National Association, a national banking association, its successors and assigns (the "*Equity Provider*") has agreed to provide equity financing of approximately \$34,756,727 to the Partnership for the development of the Apartment Complex (the "*Equity Financing*"); and

WHEREAS, in connection with the Equity Financing, the General Partner will enter into an Amended and Restated Agreement of Limited Partnership for the Partnership (the "*Partnership Agreement*") with the Equity Provider and Skyway Villas (TX) SLP LLC, a Delaware limited liability company (the "*Class B Limited Partner*"), as limited partners; and

WHEREAS, the Partnership Agreement calls for the Partnership and/or the General Partner to enter into certain documents associated with the Equity Financing, including but not limited to a Development Fee Agreement, a GP Asset Management Fee Agreement, an Asset Management Fee Agreement, a Supervisory Asset Management Fee Agreement, a Class B Purchase Option Agreement, an Incentive Management Fee Agreement, a Security Agreement and a Reimbursement and Assignment Agreement (collectively, with the Partnership Agreement, the "*Equity Documents*").

RESOLVED, that (a) the Partnership is authorized to obtain the Equity Financing from the Equity Provider or its affiliates and to execute and deliver the Equity Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Equity Documents and do all things necessary and desirable to facilitate the Equity Financing; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Equity Documents and to do all things necessary or desirable to facilitate the Equity Financing; and (d) the President and Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby individually authorized to (i) execute and deliver the Equity Documents, with such changes as the President or Vice President (or any officer of the Member) in such officer's discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the Partnership to obtain the Equity Financing and perform the Partnership's and/or the General Partner's obligations thereunder.

4. BOND FINANCING

WHEREAS, pursuant to a Trust Indenture between the Sole Member, in its capacity as issuer (the "*Issuer*") and UMB Bank, N.A., as trustee (the "*Indenture*"), the Issuer has agreed to issue its Multifamily Housing Revenue Bonds (Skyway Villas) Series 2026 (the "*Bonds*") in the aggregate principal amount of up to \$52,000,000 (the "*Bonds*") which will be purchased and offered for sale by Wells Fargo Bank, National Association (in such capacity, the "*Underwriter*"); and

WHEREAS, the proceeds from the sale of the Bonds will be loaned by the Issuer to the Partnership to finance a portion of the development of the Apartment Complex (the "*Bond Financing*") pursuant to a Loan Agreement between the Issuer and the Partnership (the "*Loan Agreement*"), and evidenced by a promissory note (the "*Borrower Note*"); and

WHEREAS, in connection with the Bond Financing and the execution of the Loan Agreement and Borrower Note, the Partnership and/or the General Partner will be required to enter into certain other documents, including but not limited to a Regulatory and Land Use Restriction Agreement, a Tax Exemption Certificate and Agreement, a Continuing Disclosure Agreement, a Remarketing Agreement and any and all other types of agreements, certificates or documents necessary for the Issuer to issue its Bonds and for the Partnership to consummate the Bond Financing (collectively with the Loan Agreement and the Borrower Note, the "*Bond Financing Documents*").

RESOLVED, that (a) the Partnership is authorized to borrow the proceeds of the Bonds from the Issuer and to execute and deliver the Bond Financing Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Bond Financing Documents and do all things necessary to facilitate the Bond Financing; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver Bond Financing Documents and to do all things necessary or desirable to facilitate the Bond Financing; and (d) the President and the Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby individually authorized to (i) execute and deliver the Bond Financing Documents, with such changes as the President or the Vice President (or any officer of the Member) in such officer's discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable and (ii) do all things necessary or desirable to cause the Partnership to obtain the Bond Financing and perform the Partnership's and/or the General Partner's obligations thereunder.

5. CONSTRUCTION LOAN AND PERMANENT LOAN FINANCING

WHEREAS, Wells Fargo Bank, National Association, a national association (in such capacity, the "*Construction Lender*") has agreed to make a construction loan (the "*Construction Loan*") to the Partnership in an amount of approximately \$63,641,446, as evidenced by a promissory note payable to the Construction Lender (the "*Construction Loan Note*"), in order to finance a portion of the development of the Apartment Complex; and

WHEREAS, to secure the Partnership's obligations under the Construction Note, the Partnership and/or the General Partner will execute, for the benefit of the Construction Lender, a Construction Loan Agreement, a Construction Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing Together With Ground Lessor Subordination and Joinder, an Investor Equity Assignment and Security Agreement, a Collateral Assignment and Pledge of General Partnership Interests and Security Agreement (General Partner), an Assignment of Architectural Agreements and Plans and Specifications, an Assignment of Construction Agreements (General Contract), an Assignment of Contracts, an Assignment of Development Fee Agreement, an Agreement Regarding Debtor/Creditor Relationship, a Disbursement Instructions Agreement, a Funding and Disbursement Agreement, a Joint and Several Hazardous Materials Indemnity Agreement, an Assignment of Management Agreement and certain other documents evidencing, governing and/or securing the Partnership's obligations under the Construction Note (collectively, together with the Construction Note, the "*Construction Loan Documents*"); and

WHEREAS, the Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise ("*Freddie Mac*"), will enter into a forward commitment with Wells Fargo Bank, National Association (in such capacity, the "*Freddie Mac Seller/Servicer*") (the "*Freddie Mac Commitment*"), whereby Freddie Mac will commit, subject to the satisfaction on or before the Forward Commitment Maturity Date of the Conditions to Conversion set forth in a Construction Phase Financing Agreement and the Freddie Mac Commitment (as each of the foregoing capitalized terms is defined in the Indenture), to facilitate the financing of the Apartment Complex in the Permanent Phase (as defined in the Indenture) (the "*Permanent Loan Financing*"); and

WHEREAS, to facilitate the Permanent Loan Financing, the Partnership and/or the General Partner shall enter into any and all documents, including but not limited to, a Construction Phase Financing Agreement, a Conversion Assurance Note, a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing and any and all other types of agreements, certificates or documents necessary for the Partnership to consummate the Permanent Loan Financing (collectively, with all other related documents, the "*Permanent Loan Documents*").

RESOLVED, that (a) the Partnership is authorized to obtain the Construction Loan from the Construction Lender and to execute and deliver the Construction Loan Documents and the Permanent Loan Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Construction Loan Documents and the Permanent Loan Documents and do all things necessary to facilitate the Construction Loan and the Permanent Loan Financing; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Construction Loan Documents and the Permanent Loan Documents and to do all things necessary or desirable to facilitate the Construction Loan and the Permanent Loan Financing; and (d) the President and Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby authorized to (i) execute and deliver the Construction Loan Documents and the Permanent Loan Documents, with such changes as the President or Vice President (or any officer of the Member) in such officer's discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable to effectuate the purposes of the foregoing resolutions and (ii) do all things necessary or desirable to cause the Partnership to obtain the Construction Loan and the Permanent Loan Financing and perform the Partnership's and/or the General Partner's obligations thereunder.

6. SUBORDINATE/SELLER LOAN

WHEREAS, the Seller has agreed to make a subordinate loan to the Partnership (the “*Seller Loan*”) in an amount not to exceed \$17,500,000 in order to finance the acquisition of the Apartment Complex; and

WHEREAS, in connection with the Seller Loan, the Partnership will execute a promissory note payable to the Seller (the “*Promissory Note*”), a Leasehold Deed of Trust and Assignment of Rents with Fee Joinder (Seller Carryback Loan) and certain other documents evidencing, securing and/or governing the Partnership’s obligations under the Promissory Note (collectively, the “*Seller Loan Documents*”).

RESOLVED, that (a) the Partnership is authorized to obtain the Seller Loan from the Seller and to execute and deliver the Seller Loan Documents; (b) the General Partner, acting on its own behalf or on behalf of the Partnership, is authorized to execute and deliver the Seller Loan Documents and do all things necessary to facilitate the Seller Loan; (c) the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, is hereby authorized to execute and deliver the Seller Loan Documents and to do all things necessary or desirable to facilitate the Seller Loan; and (d) the President and Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby authorized to (i) execute and deliver the Seller Loan Documents, with such changes as the President or Vice President (or any officer of the Member) in such officer’s discretion believes to be necessary or desirable, and such other documents and instruments in connection therewith as may be necessary or desirable to effectuate the foregoing resolutions and (ii) do all things necessary or desirable to cause the Partnership to obtain the Seller Loan and perform the Partnership’s and/or the General Partner’s obligations thereunder.

7. AUTHORIZATION/RATIFICATION

RESOLVED, that the President and the Vice President (or any officer of the General Partner), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, are each hereby individually authorized to (a) sign, certify to, acknowledge, deliver, accept, file, and record any and all instruments and documents required under the Acquisition Documents, the Equity Documents, the Bond Financing Documents, the Construction Loan Documents, the Permanent Loan Documents and the Seller Loan Documents; and (b) take, or cause to be taken, any and all such action, in the name and on behalf of the General Partner, and the Partnership as such person shall deem to be necessary, desirable or appropriate in order to effect the purposes of the foregoing resolutions.

FURTHER RESOLVED, that any and all action taken by the President or Vice President (or any officer of the Member), acting on behalf of the Member, acting on behalf of the General Partner, acting on its own behalf or on behalf of the Partnership, prior to the date this consent is actually executed in effecting the purposes of the foregoing resolutions is hereby approved, ratified, and adopted in all respects.

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**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE
MCKINNEY HOUSING FINANCE CORPORATION ON THE ____ DAY OF _____,
2026.**

MCKINNEY SKYWAY VILLAS GP, LLC

Tyler Underwood, President

ATTEST:

Cristel Todd, Secretary