TRANSFER AND ASSIGNMENT AGREEMENT

THIS TRANSFER AND ASSIGNMENT AGREEMENT (this *"Agreement"*) is entered into and effective as of [______], 2026 (the *"Effective Date"*), by and between SKYWAY VILLAS (TX) SLP LLC, a Delaware limited liability company (the *"Assignor"*), and the MCKINNEY HOUSING FINANCE CORPORATION, a public, nonprofit housing finance corporation duly formed and validly existing under the laws of the State of Texas (the *"Assignee"*).

RECITALS

As of the Effective Date, the Assignor is the only member of, and the holder of 100% of the membership interests in McKinney Skyway Villas GP, LLC, a Texas limited liability company (the *"Company"*). The term "*Assigned Interests*" means, with respect to the Assignor, (a) its entire membership interest in the Company, (b) its capital account balance in the Company, as reflected on the books and records of the Company as of the Effective Date, and (c) all of its other rights and obligations under the Company Agreement of the Company, dated effective [________], 2026 (the *"Company Agreement"*), the Company's certificate of formation, and under applicable law, attendant or with respect to, its entire interest in the Company.

The parties hereto desire to execute and deliver this Agreement in order to record and effect (a) the transfer, conveyance, assignment, and delivery of the Assigned Interests in the Company from the Assignor to the Assignee and (b) to take the other actions and make the other agreements set forth herein.

The effect of this Agreement will be that on and after the Effective Date, the Assignee will be the sole member of, and the only holder of a membership interest in, the Company.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. *Assignment*. Effective as of the Effective Date, the Assignor hereby assigns, conveys, delivers, and transfers to the Assignee, free and clear of all liens and encumbrances of any kind or nature whatsoever, its entire right, title, and interest in, to, and under its Assigned Interests, including the right of the Assignee to be admitted to the Company as a member with respect to the applicable Assigned Interests, and the Assignee hereby accepts and assumes such Assigned Interests from the Assignor and agrees to be bound by the Company's company agreement (as it may be amended from time to time) with respect to the Assigned Interests (the *"Assignment"*). For the avoidance of doubt, this Assignment will result in the Assignee acquiring and assuming (a) the Assignor's entire membership interest in the Company, (b) the Assignor's capital account balance (if any) in the Company, as reflected on the books and records of the Company as of the Effective Date, and (c) all other rights and obligations of the Assignor under the Company's company agreement and the certificate of formation, and under applicable law, attendant or with respect to, the Assignor's entire interest in the Company. The Assignor represents that the

Assignment was made in accordance with all applicable securities laws and regulations (including suitability standards).

2. *Resignation of Member; Admission of Member*. The Assignor and the Assignee shall do all things necessary to cause the Company's books and records to reflect that, as of the Effective Date, the Assignor is withdrawing from the Company as a member and that the Assignee is being admitted to the Company as the sole member.

3. *Consent; Waiver of Notices*. Each of the parties hereto hereby consents to the Assignment, the admission of the Assignee as the sole member of the Company, and all other transactions contemplated by this Agreement. Each of the parties hereto hereby waives all rights to notices related to the Assignment, the admission of the Assignee as the sole member of the Company, and all other transactions contemplated by this Agreement, including those that may be required under the company agreements or certificates of formation of the Company or applicable law.

4. *Indemnification.* The Assignor hereby indemnifies and holds the Assignee harmless with respect to any liabilities or obligations of the Company entered into prior to the Effective Date.

5. *Further Assurances*. Each of the parties hereto agree to execute and deliver, upon the written request of any of the other parties, any and all such further instruments and documents as are reasonably appropriate for the purpose of obtaining the full benefits of this Agreement or giving full effect to the Assignment.

6. *General Provisions*.

6.1. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

6.2. This Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

6.3. All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas.

6.4. No provision of this Agreement may be waived, altered, modified, amended, or supplemented in any manner or respect whatsoever except by a written instrument signed by the parties hereto.

6.5. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail, or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the Effective Date.

ASSIGNOR:

SKYWAY VILLAS (TX) SLP LLC

By: ___________________________________

Jaiye Falusi

Managing Director and Vice President

ASSIGNEE:

MCKINNEY HOUSING FINANCE CORPORATION

By: ___________________________________

Tyler Underwood

Vice President

ACKNOWLEDGEMENT AND CONSENT

IN WITNESS WHEREOF, the undersigned Manager hereby acknowledges and consents to this Agreement as of the Effective Date.

MANAGER:

By: ____________________________________
[_____]
[_____]