

**CERTIFICATE FOR RESOLUTION
RESOLUTION _____**

The undersigned officer of the Killeen Public Facility Corporation, a Texas nonprofit public facility corporation created pursuant to the laws of the State of Texas ("PFC") hereby certifies as follows:

1. In accordance with the bylaws of PFC, the Board of Directors of PFC (the "Board") held a meeting on July 16, 2024 (the "Meeting") of the duly constituted officers and members of the Board, at which a duly constituted quorum was present. Whereupon among other business transacted at the Meeting, a written

RESOLUTION _____, AUTHORIZING THE AVANTI LEGACY PARKVIEW TRANSACTION, INCLUDING THE EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; AUTHORIZING THE PURCHASE OF THE LAND FOR THE TRANSACTION (WHICH MAY BE A CONDOMINIUM) AND THE LEASE OF SUCH LAND FOR THE TRANSACTION; AND AUTHORIZING THE ACQUISITION OF MEMBERSHIP INTEREST IN AVANTI LEGACY PARKVIEW, GP, LLC, AND ITS ADMISSION AS THE GENERAL PARTNER OF AVANTI LEGACY PARKVIEW, LP; AND AUTHORIZING THE FINANCING FOR SUCH TRANSACTION; AND OTHER MATTERS IN CONNECTION THEREWITH

(the "Resolution") was duly introduced for the consideration of the Board and discussed. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a majority vote of the Board.

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board's minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting; and the Meeting was held and conducted in accordance with the Articles of Incorporation and the Bylaws of the PFC.

SIGNED and SEALED this 16th day of July 2024.

Secretary/Treasurer

**Killeen Public Facility Corporation
Resolution _____**

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WHEREAS, the City Council of the City of Killeen, Texas (the “City”), has, pursuant to the Texas Public Facility Corporations Act, Chapter 303, Texas Local Government Code, as amended, approved and created the Killeen Public Facility Corporation, a nonstock, nonprofit public facility corporation (the “PFC”);

WHEREAS, PFC on behalf of the City, is empowered to finance the costs of public facilities that will provide decent, safe, and sanitary housing at affordable prices for residents of the City;

WHEREAS, Avanti Legacy Parkview, LP, a Texas limited partnership (the “Partnership”), and Avanti Legacy Parkview GP, LLC, a Texas limited liability company, and its sole general partner (the “General Partner”), have been formed to acquire and construct a low-income housing tax credit housing facility for seniors consisting of 108 individual units and to be known as the Avanti Legacy Parkview, in addition to any buildings, parking spaces, a swimming pool, a pavilion, a playground, a fitness center, and other amenities constructed in connection therewith (the “Improvements”), which such Improvements will be located on that certain tract of real property located at approximately 51 N W S Young Drive, Killeen, Bell County, Texas, (the “Land,” and together with the Improvements, the “Project”);

WHEREAS, the Project may also have a commercial space that may be leased to a third-party and as a result the Project may be divided into two or more condominium units (the “Condominium”);

WHEREAS, at the request of the Partnership, the PFC has agreed to (i) serve as the sole member of the General Partner in connection with the financing of the Project with an affiliate of the Developer (as hereinafter defined) acting as a special limited partner in the Partnership, and (ii) acquire the Land and lease it to the Partnership pursuant to a Ground Lease (the “Ground Lease”);

WHEREAS, in connection with the operation and development of the Condominium, the Partnership may be required to enter into a declaration of condominium, to be entered into by the Partnership, as declarant, and to be recorded in the Official Public Records of Bell County, Texas (the “Condominium Declaration”), in addition to certain other agreements evidencing the establishment of the Condominium, including without limitation (i) those certain bylaws and that certificate of formation of a condominium association (the “Condominium Bylaws and Articles”); (ii) that certain plat of condominium creating the units within the Condominium (the “Condominium Plat”); and (iii) various other similarly named documents and ancillary agreements, assignments, documents and certificates relating to or required in connection with the

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establishment and operation of the Condominium (together with the Condominium Bylaws and Articles and the Condominium Plat, the "Condominium Documents"); and

WHEREAS, in connection with the financing for the Project, the Partnership will also enter into a transaction with Stellar Bank, a Texas state chartered bank, for a construction-to-permanent loan (the "Stellar Loan") in an aggregate amount of approximately \$18,625,000; (the "Stellar Loan");

WHEREAS, in connection with the execution of the Stellar Loan, the Partnership, the General Partner, and/or PFC will be required to enter into certain agreements, including, but not limited to, loan agreements, promissory notes, deeds of trust, environmental indemnity agreements, security agreements, pledge agreements and various other similarly named documents and ancillary agreements, assignments, documents and certificates relating to or required in connection with the Churchill Stateside Loan (collectively, the "Stellar Loan Documents");

WHEREAS, in order to provide additional funds for the construction of the Project, the Partnership may enter into one or more subordinate loan transactions, (the "Subordinate Loans");

WHEREAS, in connection with the Subordinate Loans, the Partnership, the General Partner, and/or PFC will be required to enter into certain agreements, including, but not limited to, program, development or loan agreements, promissory notes, deeds of trust, restrictive covenants, security agreements, pledge agreements, intercreditor and subordination agreements, and various other similarly named documents and ancillary agreements, assignments, documents and certificates relating to or required in connection with the Subordinate Loan (collectively, the "Subordinate Loan Documents");

WHEREAS, Crimson Bulldog Development, Inc., or its affiliate (the "Developer"), on behalf of the Partnership, has applied for low-income housing tax credits (the "LIHTCs") from the Texas Department of Housing and Community Affairs ("TDHCA");

WHEREAS, in connection with the application for LIHTCs, it is anticipated that the Partnership, General Partner and/or PFC will be required to execute, complete and deliver various applications, agreements, documents, certificates and instruments to TDHCA (the "TDHCA Documents");

WHEREAS, the Partnership will contribute approximately \$16,198,380 of equity to the construction of the Project, which will be raised from the sale of the LIHTCs, which is anticipated to be made to RBC Community Investments, LLC or an affiliate thereof (the "Equity Financing")

WHEREAS, in connection with the Equity Financing, the Partnership, the General Partner, and/or PFC will be required to enter into certain agreements, including but not limited to an Amended and Restated Agreement of Limited Partnership or any such similarly named document, and any documents attached as exhibits thereto, and closing certificates (collectively, the "Equity Documents");

WHEREAS, the members of the Board of Directors of PFC (collectively, the "Board") and their respective offices are as follows:

Name of Directors/Officers	Position
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Ramon Alvarez	President
Michael Boyd	Vice President
Judith Tangalin	Treasurer
Laura Calcote	Secretary
Kent Cagle	Assistant Secretary
Jessica Gonzalez	Director
Riakos Adams	Director
Nina Cobb	Director
Jose Segarra	Director
Joseph Solomon	Director
Debbie Nash-King	Director

WHEREAS, the Board has determined that it is in the public interest and to the benefit of the citizens and residents of the City for the various entities to enter into the transactions described above so that the Partnership may construct the Project; and

WHEREAS, this Board has reviewed the foregoing and determined that the action herein authorized is in furtherance of the public purposes of the PFC.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Killeen Public Facility Corporation, that:

Section 1. The Project; the various forms of financing contemplated for the Project, including but not limited to, the establishment of the Condominium, the Stellar Loan, the Subordinate Loans, the LIHTCs, and the Equity Financing and the terms of the Condominium Documents, Stellar Loan Documents, the Subordinate Loan Documents, the TDHCA Documents, and the Equity Documents are hereby authorized and approved when such documents are executed by the officers provided below.

Section 2. The President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary or any other officer of the PFC, or any of them, are hereby authorized to execute any and all documentation required for the financing and construction of the Project, including, but not limited to, the Condominium Documents, the Churchill Stateside Loan Documents, the City Loan Documents, the Subordinate Loan Documents, the TDHCA Documents, the Equity Documents, indemnity agreements and guaranties covering the Land, the Project, and all other documents relating to the Condominium, the Loan, the City Loan, the Subordinate Loan, the LIHTCs, and/or the Equity Financing to which the Partnership, the General Partner, and/or the PFC is a party.

Section 3. The purchase of the Land, the Ground Lease, the establishment of the Condominium, the acquisition of membership interest in the General Partner by the PFC, and General Partner's admission as the sole general partner of the Partnership are each approved and the President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary or any other officer of the PFC, or any of them, are hereby authorized to execute the documents required to be executed by the PFC in order to effect such transactions.

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Section 4. The President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary or any other officer of the PFC, or any of them, and, if required by the form of the document, the Secretary, Treasurer and any Assistant Secretary, or any of them, of the PFC are authorized and directed to modify, execute and deliver any of the documents to be signed by or consented to by PFC, and any and all certificates and other instruments necessary to carry out the intent thereof and hereof. The President, any Vice President, the Secretary, the Treasurer, any Assistant Secretary or any other officer of the PFC, or any of them, are authorized to negotiate and approve such changes in, or additions to, the terms of any of the documents, including amendments, renewals, and extensions, as such officers shall deem necessary or appropriate upon the advice of counsel to the PFC, and approval of the terms of any of the documents by such officers and this Board shall be conclusively evidenced by the execution and delivery of such documents.

Section 5. The members and officers of this Board, or any of them, are authorized to take any and all action necessary to carry out and consummate the transactions described in or contemplated by the documents approved hereby or otherwise to give effect to the actions authorized hereby and the intent hereof.

Section 6. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 8. All resolutions hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 10. This Resolution shall be in force and effect from and after its passage.