A RESOLUTION APPROVING CERTAIN PARTNERSHIP PARTICIPATION BY DALLAS COUNTY HOUSING FINANCING CORPORATION 2025 OR ITS AFFILIATE IN MURDEAUX REHAB DEVELOPMENT, LP IN CONNECTION WITH A RESIDENTIAL DEVELOPMENT TO BE KNOWN AS RIVERTRAIL APARTMENTS; AUTHORIZING AND DIRECTING THE NEGOTIATION AND EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO ACCOMPLISH SAID PARTNERSHIP TRANSACTIONS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER THEREOF.

Whereas, Trinity Housing Development, LLC ("Developer") has informed the Dallas County Housing Finance Corporation 2025 ("DCHFC2025") that it has commenced actions to acquire, construct, equip and operate an affordable multifamily residential rental development to be known as Rivertrail Apartments ("Residential Development"), located at 125 S/ Murdeaux Lane, Dallas, Dallas County, Texas 75217 (referred to as the "Transaction");

Whereas, the ownership of the Residential Development is structured where the owner is a limited partnership named Murdeaux Rehab Development, LP ("Partnership") set up by the Developer and comprised of (i) a general partner, Murdeaux Villas Landowner, LLC, (the "Existing General Partner") owning 0.0025% partnership interest, (ii) a Class B special limited partner, Murdeaux Rehab Development SLP, LLC ("Class B SLP") owning 0.0025% partnership interest, a special limited partner, 42EP SLP, LLC (the "Special Limited Partner") owning 0.005% partnership interest, and an investor limited partner, 42EP Bridge Fund II, LP (the "Investor Limited Partner"), owning 99.99% partnership interest;

Whereas the Class B SLP is owned by the Developer and a low-income housing tax credit investor owns the Special Limited Partner and Investor Limited Partner;

Whereas the Developer has requested that the DCHFC2025 create a wholly owned limited liability company (the "Substitute General Partner") for the purposes of assuming the 0.01% interest of the Existing General Partner in the Partnership and becoming the sole member of the Substitute General Partner acquiring all rights and interests of Existing General Partner and enter into an Amended and Restated Agreement of Limited Partnership and other related documents contemplated thereby (the "Equity Documents");

Whereas, it is further requested by the Developer that DCHFC2025 or a wholly owned affiliate thereof acquire the fee simple ownership of the Project Site and act as substitute ground lessor to the Project pursuant to an Amended and Restated Ground Lease;

Whereas, the Partnership is a party to that certain Texas Department of Housing and Community Affairs Multifamily Note (Murdeaux Villas) Series 2021 (the "Governmental Lender Note") from the Texas Department of Housing and Community Affairs ("Issuer") pursuant to and in accordance with the terms of a Funding Loan Agreement (the "Funding Loan Agreement"), among Issuer, International Bank of Commerce, a Texas State Banking Corporation as funding lender (the "Funding Lender"), and Wilmington Trust, National Association, a national banking association, as fiscal agent (the "Fiscal Agent"), for the purpose of providing additional funds in connection with the financing of the Residential Development, and it is anticipated that

DCHFC2025 will be requested to execute certain documents by and on behalf of itself, the Substitute General Partner and/or the Partnership, which documents shall include but not be limited to the Governmental Lender Note, the Funding Loan Agreement, a Project Loan Agreement; a Project Note; a Leasehold Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing; an Assignment of Security Instrument; Regulatory and Land Use Restriction Agreement; and other documents, amendments, and/or instruments evidencing, securing, or necessary or convenient in connection with the financing of the project (collectively, the "2021 Financing Documents");

Whereas, the Partnership is also a party to that certain Texas Department of Housing and Community Affairs Multifamily Note (Murdeaux Villas) Series 2026 (the "2026 Governmental Lender Note") from the Texas Department of Housing and Community Affairs ("Issuer") pursuant to and in accordance with the terms of a Funding Loan Agreement (the "Funding Loan Agreement"), among Issuer, International Bank of Commerce, a Texas State Banking Corporation, as funding lender (the "Funding Lender"), and Wilmington Trust, National Association, a national banking association, as fiscal agent (the "Fiscal Agent"), for the purpose of providing additional funds in connection with the financing of the Residential Development, and it is anticipated that DCHFC2025 will be requested to execute certain documents by and on behalf of itself, the Substitute General Partner and/or the Partnership, which documents shall include but not be limited to the 2026 Governmental Lender Note, the 2026 Funding Loan Agreement, a Project Loan Agreement; a Project Note; a Leasehold Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing; an Assignment of Security Instrument; and other documents, amendments, and/or instruments evidencing, securing, or necessary or convenient in connection with the financing of the project (collectively, the "2026 Financing Documents");

Whereas it is the present intent that Jonathon Bazan and/or Luis Tamayo (each, a "Designated Signer" and collectively, the "Designated Signers") will each individually and without the necessity of countersignature have the right to bind the DCHFC2025 and/or the Substitute General Partne, and to negotiate and execute any and all necessary documents related to the Transaction (the "Transaction Documents"), including but not limited to a Memorandum of Understanding; a Ground Lease; an Amended and Restated Regulatory Agreement; the Equity Documents; the Financing Documents; various assignments, amendments, and consents; all certificates, affidavits, agreements, instruments, documents, and other writings as the Designated Signers may deem to be necessary or convenient to the consummation of the transactions herein contemplated (collectively, the "Transaction Documents") for and on behalf of DCHFC2025, the Substitute General Partner, and / or Partnership.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DALLAS COUNTY HOUSING FINANCE CORPORATION that:

Section 1. DCHFC2025 by and through its wholly-owned Substitute General Partner is hereby authorized to enter into the Partnership and assume the rights and interests of the Existing General Partner on terms that may be mutually agreed upon, on advice of counsel to DCHFC2025.

Section 2. The Designated Signers are individually authorized to negotiate, review, approve, and execute all Transaction Documents by and on behalf of DCHFC2025 and/or Substitute General Partner and related documents thereto as the Designated Signer may deem to be necessary or convenient to carry out or assist in carrying out the purposes of this resolution and consummate the transactions contemplated herein.

Section 3. The Designated Signers are authorized to negotiate, review, approve, and execute all documents necessary and appropriate to the successful acquisition, financing, renovation, and operation of Residential Development. Any and all actions previously taken in conjunction with the formation of an entity or entities to be owned, controlled and managed by DCHFC2025 in conjunction with the transaction herein contemplated are hereby ratified and confirmed.

Section 4. All instruments to be executed by the Designated Signers shall be in form and substance satisfactory to Designated Signers, on advice of counsel to DCHFC2025, the approval of each such instrument to be conclusively evidenced by the execution thereof.

Section 5. The Designated Signers of DCHFC2025 are jointly and severally authorized and directed for and on behalf of DCHFC2025 to execute and deliver all instruments from time to time required by and in the consummation of the transactions contemplated herein as the Designated Signer acting shall deem to be necessary or desirable to DCHFC2025, without the necessity of attestation by any other officer of DCHFC2025 and with or without the seal of DCHFC2025. The approval of such instrument shall be conclusively evidenced by the execution thereof.

Section 6. Each Designated Signer is hereby authorized and directed for and on behalf of, and as the act and deed of the Authority, to take such further action in the consummation of the transactions herein contemplated and to do any and all other acts and things necessary or proper in furtherance thereof, as the Designated Signer shall deem to be necessary or desirable, and all acts heretofore taken by the Designated Signer to such end are hereby expressly ratified and confirmed as the acts and deeds of DCHFC2025.

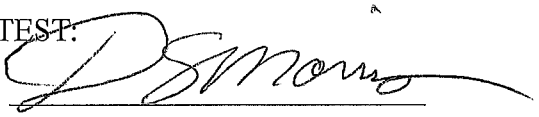
Section 6. This resolution shall take effect and be in full force from and after its passage on the date shown below.

Passed and Approved this _____ day of _____ 2026.

DALLAS COUNTY HOUSING FINANCE CORPORATION 2025

By: _____
President

ATTEST:

By: 

Secretary