

FALCONHEAD APARTMENTS

CERTIFICATE FOR RESOLUTION

The undersigned officer of the Housing Authority of Travis County, a Texas public housing authority created pursuant to the laws of the State of Texas (“HATC”) hereby certifies as follows:

In accordance with its bylaws, the Board of Commissioners of HATC (the “Board”) held a meeting on June 4, 2026, (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 No. HATC-2026-07, INDUCING THE FALCONHEAD APARTMENTS PARTNERSHIP WITH AN AFFILIATE OF TEXAS HOUSING CONSERVANCY AND DOMAIN COMMUNITIES, LOCATED AT APPROXIMATELY 3400 S RANCH ROAD 620, BEE CAVES, TEXAS 78738; THE FORMATION OF LIMITED LIABILITY COMPANY(IES) TO SERVE AS LANDOWNER, GENERAL PARTNER AND/OR GENERAL CONTRACTOR FOR SUCH PROJECT; AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF A TERM SHEET; 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.

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 governing documents and policies of HATC.

SIGNED June 4, 2026.


Patrick Howard, Executive Director

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WHEREAS, one of the strategic goals of the Housing Authority of Travis County ("HATC") is to expand the supply of affordable housing;

WHEREAS, HATC is empowered to finance the costs of public facilities that will provide decent, safe, and sanitary housing at affordable prices for residents of Travis County, Texas (the "County");

WHEREAS, Texas Housing Conservancy, Domain Communities or their respective affiliates (collectively, the "User"), has requested that HATC finance the acquisition, preservation and equipping of an existing approximately 248-unit multifamily housing facility located at approximately 3400 S Ranch Road 620, Bee Caves, Texas 78738 and known as the Falconhead Apartments (the "Project");

WHEREAS, this Resolution shall constitute HATC's preliminary, non-binding commitment, subject to the terms hereof, to proceed;

WHEREAS, HATC and the User or an affiliate or affiliates thereof will define their mutual relationship in a Term Sheet (the "Term Sheet");

WHEREAS, the User has requested authorization to make all filings necessary to obtain and maintain equity and debt financing for the Project; and

WHEREAS, the Board of Commissioners of HATC (the "Board") has determined that it is in the public interest and to the benefit of the citizens and residents of the County for the various entities to enter into the transactions described above so that the User may construct the Project; now, therefore,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF TRAVIS COUNTY THAT:

1. Subject to the terms hereof, HATC agrees that it will
 - a. cooperate with the User with respect to the Project, and, if arrangements therefor satisfactory to the User and HATC can be made, take such action and authorize the execution of such documents and take such further action as may be necessary or advisable for the authorization, execution, and delivery of any contracts or agreements deemed necessary and desirable by the User or HATC in connection with the Project (collectively, the "Contracts"), providing among

other things for financing, acquisition, construction, equipping, and improvement of the Project; and use, operation, and maintenance of the Project, all as shall be authorized, required, or permitted by law and as shall be satisfactory to HATC and the User; and

- b. take or cause to be taken such other actions as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.
2. Neither the State of Texas (the "State"), the County, HATC, nor any political subdivision or agency of the State shall be obligated to pay any debt or other obligation of the User or the Project and that neither the faith and credit nor the taxing power of the State, the County, HATC, or any political subdivision or agency thereof is pledged to any obligation relating to the Project.
3. It is understood by HATC, and the User has represented to HATC, that in consideration of HATC's adoption of this Resolution, and subject to the terms and conditions hereof, the User has agreed that the User will (1) pay all Project costs which are not or cannot be paid or reimbursed from the proceeds of any debt and (2) indemnify and hold harmless HATC against all losses, costs, damages, expenses, and liabilities of whatsoever nature (including but not limited to reasonable attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or related to the Project, or the design, construction, equipping, installation, operation, use, occupancy, maintenance, or ownership of the Project (other than claims arising from the gross negligence or willful misconduct of HATC).
4. This Resolution shall be deemed to constitute the acceptance of the User's proposal that it be further induced to proceed with providing the Project. Neither the User nor any other party is entitled to rely on this Resolution as a commitment to enter into the proposed transaction, and HATC reserves the right not to enter into the proposed transaction either with or without cause and with or without notice, and in such event HATC shall not be subject to any liability or damages of any nature. Neither the User nor anyone claiming by, through or under the User, nor any investment banking firm or potential purchaser shall have any claim against HATC whatsoever as a result of any decision by HATC not to enter into the proposed transaction.
5. The Board authorizes the negotiation and execution by Chairman/President and CEO, or designee, to execute all necessary documents associated therewith,
6. 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.
7. All resolutions, 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.

8. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.
9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
10. This Resolution shall be in force and effect from and after its passage.