

Columbia



Community Housing Trust

Operated by the Columbia Housing Authority ♦ 201 Switzler Street, Columbia, MO 65203
Office: 573.443.2556 ♦ TTY Relay 800.735.2966 ♦ Fax: 573.443.0051 ♦ www.ColumbiaHA.com

Open Meeting Notice Columbia Community Housing Trust Board of Directors

Date: Monday, October 5, 2026

Time: 12:00 p.m. *

Place: Columbia Housing Authority, 201 Switzler Street, and Zoom

- I. Call to Order/Introductions
- II. Roll Call
- III. Adoption of Agenda
- IV. Approval Meeting Minutes
- V. **Resolution 96:** Authorizing the Incumbency Certificate for Providence Walkway Housing Development Group, LP for the Providence Walkway Apartments project.
- VI. **Resolution 97:** Authorizing the Incumbency Certificate for Providence Walkway Housing GP, LLC for the Providence Walkway Apartments project.
- VII. **Resolution 98:** Authorizing the Incumbency Certificate of the Columbia Community Housing Trust for the Providence Walkway Apartments project.
- VIII. Comments from the Board of Directors
- IX. Adjournment

If you wish to participate in the meeting and require specific accommodations or services related to disability, please contact Ms. Danielle Gill at (573) 443-2556, extension 7035 or TTY Relay 800.735.2966, at least one working day prior to the meeting. You can contact Danielle Gill by email at the following address: dgill@columbiaha.com

Media Contact: Randy Cole, Executive Director
Phone: (573) 443-2556
E-mail: rcole@columbiaha.com

A complete agenda packet is available for review at all CHA offices during regular business hours and posted on the CHA web site at: www.ColumbiaHA.com.



Columbia Community Housing Trust

201 Switzler Street, Columbia MO 65203

Office: (573) 443-2556 ♦ Fax: (573) 443-0051 ♦ TTY: (800) 735-2966 ♦ www.ColumbiaHA.com

Department Source: CEO

To: CHA Board of Commissioners-CCHT Board of Directors

From: CEO & Staff

Columbia Community Housing Trust Board Meeting Date: October 5, 2026

Re: **CCHT Resolution 96:** Authorizing the Incumbency Certificate for Providence Walkway Housing Development Group, LP for the Providence Walkway Apartments Project.

CCHT Resolution 97: Authorizing the Incumbency Certificate for Providence Walkway Housing GP, LLC for the Providence Walkway Apartments project.

CCHT Resolution 98: Authorizing the Incumbency Certificate for the Columbia Community Housing Trust for the Providence Walkway Apartments Project.

Executive Summary

Approval of this resolution certifies CHA staff and CCHT Board identities and authorizes CCHT to enter into transactions necessary to carry out the development of the Providence Walkway Apartments project.

Discussion

The proposed resolutions include incumbency certificates for Providence Walkway Housing Development Group, LP, Providence Walkway Housing GP, LLC, and Columbia Community Housing Trust certifying the CHA Board and Staff. Approval of CCHT Resolutions 96, 97 and 98 authorizes the organizational and closing actions necessary for CCHT, Providence Walkway Housing GP, LLC and Providence Walkway Housing Development Group, LP to complete the financing and closing of the Providence Walkway Apartments development. The associated incumbency certificates confirm the identities and authority of the CCHT officers and authorized representatives.

The associated Limited Partnership, Limited Liability Company, and Corporate Resolutions authorize Bob Hutton, President, and Randall Cole, Authorized Officer, to execute the documents necessary to complete the Providence Walkway financing and closing on behalf of CCHT, the General Partner, and the Partnership, as applicable.

Recommended Commission Action

Approve the Incumbency Certificates and Associated Limited Partnership, Limited Liability Company and Corporate Resolutions.

Resolution 96

CERTIFICATE FOR

PROVIDENCE WALKWAY HOUSING DEVELOPMENT GROUP, LP

_____, 2026

I, the undersigned, STEVE CALLOWAY, do hereby certify as follows:

1. I am the SECRETARY of COLUMBIA COMMUNITY HOUSING TRUST, a Missouri nonprofit corporation ("Member"), the sole member of PROVIDENCE WALKWAY HOUSING GP, LLC, a Missouri limited liability company ("General Partner"), which is the general partner of PROVIDENCE WALKWAY HOUSING DEVELOPMENT GROUP, LP, a Missouri limited partnership (the "Partnership").

2. Attached hereto as Exhibit A is a true, correct, and complete copy of the action by written consent adopted by the General Partner of the Partnership, dated as of _____, 2026 ("Consent"). The Consent has not been amended or revoked and is now in full force and effect.

3. The Partnership is duly organized, validly existing and in good standing under the laws of the State of Missouri. Attached hereto as Exhibit B is a Certificate of Good Standing for the Partnership issued by the Missouri Secretary of State.

4. Attached hereto as Exhibit C is a true and complete copy of the Certificate of Limited Partnership of the Partnership, which has not been amended to date.

5. Attached hereto as Exhibit D is a true and correct copy of the Amended and Restated Agreement of Limited Partnership of the Partnership, which has not been further amended to date.

6. The persons named in Exhibit E are the duly appointed officers of the Member, holding the office in Exhibit E set forth opposite his or her name, and the signature set forth opposite his or her name on Exhibit E is his or her genuine signature. Said officer is authorized to act on behalf of the Member, for itself and on behalf of the General Partner, for itself and on behalf of the Partnership.

7. This certificate is delivered to Red Stone Equity – Fund 125 Limited Partnership, a Delaware limited partnership, Red Stone Equity Manager LLC, a Delaware limited liability company, Applegate & Thorne-Thomsen, P.C., Housing Authority of the City of Columbia, Missouri, Missouri Housing Development Commission, UMB Bank, N.A., a national banking association, Gilmore & Bell, P.C., Central Tax Exempt Investments, LLC, Van Matre Law Firm, P.C., Rosenblum Goldenhersh, P.C., Clayborn & Associates, LLC and First American Title Insurance Company (collectively, the "Reliance Parties"). The Reliance Parties and their respective

members, managers, partners, officers, directors, successors, and assigns are entitled to rely on this certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate for the Partnership as of the date set forth above.

STEVE CALLOWAY

EXHIBIT A

Resolutions

[SEE ATTACHED]

PROVIDENCE WALKWAY HOUSING DEVELOPMENT GROUP, LP

a Missouri limited partnership
LIMITED PARTNERSHIP RESOLUTION

_____, 2026

PROVIDENCE WALKWAY HOUSING GP, LLC, a Missouri limited liability company (“General Partner”), being the sole general partner of **PROVIDENCE WALKWAY HOUSING DEVELOPMENT GROUP, LP**, a Missouri limited partnership (the “Partnership” or the “Borrower”), in its capacity as general partner of the Partnership, hereby adopts the following resolutions:

RESOLVED, that the Partnership be and it hereby is authorized and directed to enter into any and all documents, instruments, agreements and notices deemed necessary or appropriate by the General Partner to evidence, effectuate and consummate that certain transaction, the purpose of which is for the Partnership to acquire, construct or rehabilitate, own and operate a 25-unit multifamily housing development commonly to be known as Providence Walkway Apartments in the City of Columbia, Missouri (the “Affordable Housing Development”); and

RESOLVED FURTHER, that the Partnership’s acquisition of all parcels comprising the Affordable Housing Development from the **Housing Authority of the City of Columbia, Missouri** (“Housing Authority”), its capacity as seller, for a purchase price of \$1,940,000 is hereby authorized and directed; and

RESOLVED FURTHER, that the Partnership shall receive from the Housing Authority seller financing in the amount of \$940,000 and additional financing in the amount of \$1,000,000, each evidenced by a separate note and secured by one deed of trust (the “Second Mortgage Loan”) and additional debt financing in the amount of \$650,000 (the “Third Mortgage Loan”); and

RESOLVED FURTHER, that the Partnership be and it hereby is authorized and directed to enter into any and all documents, instruments, agreements and notices deemed necessary or appropriate by the General Partner to evidence, effectuate and consummate that certain transaction, the purpose of which is to qualify the Affordable Housing Development for Federal Low-Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986 as amended (the “Code”), and Missouri Low-Income Housing Tax Credits under Missouri Revised Statutes Chapter 135; and

RESOLVED FURTHER, that the Partnership be and it hereby is authorized and directed to execute and deliver any and all documents, instruments, agreements and notices deemed necessary or appropriate by the General Partner by and through **Bob Hutton** or **Randall Cole**, the President and Authorized Officer, respectively, of Columbia Community Housing Trust, the sole member of the General Partner, to evidence, effectuate, consummate, ratify, authorize, affirm and perfect:

(i) the admission of Red Stone Equity – Fund 125 Limited Partnership, a Delaware limited partnership, and Red Stone Equity Manager LLC, a Delaware limited liability company, as limited partners (collectively, the “Limited Partners”) to the Partnership; and

(ii) the continuance of the General Partner as the general partner of the Partnership; and

(iii) the withdrawal of the Member as initial limited partner in the Partnership;

and in connection therewith, each agreement attached as an exhibit to, or otherwise referenced in, the Amended and Restated Agreement of Limited Partnership of the Partnership executed in connection with the foregoing admission of the Limited Partners is hereby authorized (together, the “Limited Partner Equity Admission Transaction”); and

RESOLVED FURTHER, that with respect to the Affordable Housing Development, the Partnership’s execution of that certain Loan Agreement dated October 1, 2026 (the “Loan Agreement”) by and between the Partnership and Housing Authority of the City of Columbia, Missouri (the “Issuer”), relating to a loan in the maximum principal amount of \$5,800,000 (the “First Mortgage Loan”), from the Issuer to the Partnership, arising out of the issuance by the Issuer of its Multifamily Housing Revenue Bonds (Providence Walkway Apartments) Series 2026A and Multifamily Housing Revenue Bonds (Providence Walkway Apartments) Series 2026B in the aggregate maximum principal amount of \$5,800,000 (the “Bonds”), together with all Loan Documents as defined in that certain Trust Indenture between the Issuer and UMB Bank, N.A., as trustee (the “Trustee”), dated October 1, 2026 (the “Trust Indenture”) and the execution of all documents memorializing, evidencing and securing the First Mortgage Loan are hereby authorized and approved, including but not limited to, any Trust Indenture, Loan Agreement, Tax Compliance Agreement, Bond Purchase Agreement, Land Use Restriction Agreement, Promissory Note, Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, Escrow and Disbursing Agreement, Continuing Covenants Agreement, Subordination Agreement, Certificate and Indemnity Regarding Hazardous Substances; and

RESOLVED FURTHER, that the Partnership will be required to provide certain guarantees to the limited partners related to the tax credit transactions, and is therefore authorized and directed to enter into, execute and deliver all documents, instruments, agreements, including but not limited to that certain Guaranty Agreement by the Issuer, in its capacity as subordinate lender, the General Partner, and the Member, for the benefit of the Trustee and Central Tax Exempt Investments, LLC (the “Bond Purchaser”), that certain Collateral Assignment of Partnership Interest by the Partnership and the General Partner in favor of the Trustee, that certain Certificate and Indemnity Regarding Hazardous Substances by and among the Partnership, the General Partner, the Member, and others for the

benefit of the Trustee, the Issuer, in its capacity as subordinate lender, and the Bond Purchaser, and any and all notices necessary or appropriate to evidence, effectuate and consummate certain transactions undertaken for the purpose of acquiring, constructing, developing, securing the financing and maintaining of the Affordable Housing Development execute any and all commercially reasonable guarantees, assignments, environmental indemnification agreements, or other documents required by Central Tax Exempt Investments, LLC in connection with the First Mortgage Loan.

RESOLVED FURTHER, that the Partnership's borrowing of \$3,000,000 in American Rescue Plan Act loan financing from the City of Columbia, Missouri in connection with the development of the Affordable Housing Development ("Fourth Mortgage Loan"), and the execution and delivery of a loan agreement, promissory note and fourth lien position deed of trust to evidence and secure the Fourth Mortgage Loan, are hereby approved; and

RESOLVED FURTHER, that the Partnership's borrowing of \$320,000 in Community Development Block Grant loan financing from the City of Columbia, Missouri, as lender, in connection with the development of the Affordable Housing Development ("Fifth Mortgage Loan"), and the execution and delivery of a loan agreement, promissory note and fifth lien position deed of trust to evidence and secure the Fifth Mortgage Loan, are hereby approved; and

RESOLVED FURTHER, that the Partnership's borrowing of \$150,000 in HOME Investments Partnership Program Funds (HOME FUNDS) loan financing from the City of Columbia, Missouri, as lender, in connection with the development of the Affordable Housing Development ("Sixth Mortgage Loan"), and the execution and delivery of a loan agreement, promissory note and sixth lien position deed of trust to evidence and secure the Sixth Mortgage Loan, are hereby approved; and

RESOLVED FURTHER, that with respect to each of the Limited Partner Equity Admission Transaction, the First Mortgage Loan, the Second Mortgage Loan, the Third Mortgage Loan, the Fourth Mortgage Loan, the Fifth Mortgage Loan, and the Sixth Mortgage Loan, the Partnership, by and through its General Partner, is authorized to execute and deliver any and all other promissory notes, mortgages, deeds of trust, and environmental indemnity agreements in respect of real property of the Partnership, security agreements and UCC financing statements in respect of personal property and/or mixed real and personal property, collateral pledge agreements in respect of promissory notes, applications, commitment agreements, estoppel certificates, certifications, notices, letter agreements, assignment agreements, disbursing agreements, depository agreements, regulatory agreements, tax compliance agreements and all other necessary, appropriate, customary or beneficial closing documents in respect of such Limited Partner Equity Admission Transaction, First Mortgage Loan, the Second Mortgage Loan,

Third Mortgage Loan, Fourth Mortgage Loan, Fifth Mortgage Loan, and Sixth Mortgage Loan; and

RESOLVED FURTHER, that, in connection with the Affordable Housing Development, the Partnership be and it hereby is authorized and directed to enter into a certain construction contract (cost plus, subject to a guaranteed maximum price), together with all exhibits and schedules annexed thereto with **E.M. Harris Construction Company**, a Missouri corporation (the “Contractor”); and

RESOLVED FURTHER, that, in connection with the Affordable Housing Development, the Partnership be and it hereby is authorized and directed to execute and deliver that certain architect agreement, together with all exhibits and schedules annexed thereto, by and between the Partnership and **Rosemann & Associates, P.C.**, a Missouri professional corporation (the “Architect”), pursuant to which the Partnership shall retain the services of the Architect on the terms and conditions thereof; and

RESOLVED FURTHER, that the Partnership be and it hereby is authorized and directed to execute and deliver that certain Development Agreement, effective as of November 5, 2021, by and between the Partnership and **CHA Affordable Housing Development, LLC**, a Missouri limited liability company (“Developer”), pursuant to which the Partnership shall retain the development services of the Developer on the terms and conditions thereof; and

RESOLVED FURTHER, that a consulting services agreement with **Missouri Housing Partners, LLC**, a Missouri limited liability company (“Consultant”) pursuant to which the Consultant will provide consulting services with respect to the Affordable Housing Development is ratified and affirmed; and

RESOLVED FURTHER, that the General Partner alone, by and through either **Bob Hutton** or **Randall Cole**, President and Authorized Officer, respectively, of the Member may execute for and on behalf of the General Partner or the Partnership any and all documents evidencing, securing and memorializing the Limited Partner Equity Admission Transaction, the First Mortgage Loan, the Second Mortgage Loan, the Third Mortgage Loan, the Fourth Mortgage Loan, the Fifth Mortgage Loan, and the Sixth Mortgage Loan and is authorized to take any and all action necessary to facilitate the development of the Affordable Housing Development; and

RESOLVED FURTHER, the Partnership is authorized to execute, deliver and record against the Affordable Housing Development any and all regulatory agreements, extended use agreements, land use restriction agreements, and declarations of restrictive covenants whatsoever in connection with the First Mortgage Loan, the Second Mortgage Loan, the Third Mortgage Loan, the Fourth Mortgage Loan, the Fifth Mortgage Loan, and the Sixth Mortgage Loan, the Federal Low-Income Housing Tax Credits under Code Section 42, and the Missouri Low-Income Housing Tax Credits under Missouri Revised Statutes Chapter 135; and

RESOLVED FURTHER, that, to the extent any of the above-described transactions authorized in this Resolution have occurred or have been taken by the Partnership prior to the date hereof, any and all such acts so authorized hereunder are hereby authorized, ratified, and affirmed; and

RESOLVED FURTHER, that these Resolutions are intended to be and may be relied upon by any person or entity involved in any one or more of the actions comprising the transaction.

[the remainder of the page has been intentionally left blank – signature page to follow]

The undersigned has executed this Partnership Resolution as of the date first mentioned herein.

GENERAL PARTNER:

PROVIDENCE WALKWAY HOUSING GP, LLC, a Missouri limited liability company

By: **COLUMBIA COMMUNITY HOUSING TRUST**, a Missouri nonprofit corporation, Sole Member

By: _____
Bob Hutton, President

EXHIBIT B

Certificate of Good Standing

[SEE ATTACHED]

EXHIBIT C

Certificate of Limited Partnership

[SEE ATTACHED]

EXHIBIT D

Amended and Restated Agreement of Limited Partnership

[SEE ATTACHED]

EXHIBIT E

<u>Incumbent</u>	<u>Office</u>	<u>Signature</u>
BOB HUTTON	President of the Member of the General Partner of the Partnership	_____
RIGEL OLIVERI	Vice-President of the Member of the General Partner of the Partnership	_____
STEVE CALLOWAY	Secretary of the Member of the General Partner of the Partnership	_____
RANDALL COLE	Authorized General Officer of the Member of the General Partner of the Partnership	_____
STEVE SMITH	Authorized General Officer of the Member of the General Partner of the Partnership	_____
ANTHONY ALLEN	Authorized General Officer of the Member of the General Partner of the Partnership	_____

4923-0398-6231, v. 5

Resolution 97

CERTIFICATE FOR

PROVIDENCE WALKWAY HOUSING GP, LLC

_____, 2026

I, the undersigned, STEVE CALLOWAY, do hereby certify as follows:

1. I am the SECRETARY of COLUMBIA COMMUNITY HOUSING TRUST, a Missouri nonprofit corporation ("Member"), the sole member of PROVIDENCE WALKWAY HOUSING GP, LLC, a Missouri limited liability company ("General Partner").

2. Attached hereto as Exhibit A is a true, correct, and complete copy of the action by written consent adopted by the Member of the General Partner, dated as of _____, 2026 ("Consent"). The Consent has not been amended or revoked and is now in full force and effect.

3. The General Partner is duly organized, validly existing and in good standing under the laws of the State of Missouri. Attached hereto as Exhibit B is a Certificate of Good Standing for the General Partner issued by the Missouri Secretary of State.

4. Attached hereto as Exhibit C is a true and complete copy of the Articles of Organization of the General Partner, which has not been amended to date.

5. Attached hereto as Exhibit D is a true and correct copy of the Operating Agreement of the General Partner, which has not been amended to date.

6. The persons named in Exhibit E are the duly appointed officers of the Member, holding the office in Exhibit E set forth opposite his or her name, and the signature set forth opposite his or her name on Exhibit E is his or her genuine signature. Said officer is authorized to act on behalf of the Member, for itself and on behalf of the General Partner.

7. This certificate is delivered to Red Stone Equity – Fund 125, Limited Partnership, a Delaware limited partnership, Red Stone Equity Manager LLC, a Delaware limited liability company, Applegate & Thorne-Thomsen, P.C., Housing Authority of the City of Columbia, Missouri, Missouri Housing Development Commission, UMB Bank, N.A., a national banking association, Gilmore & Bell, P.C., Central Tax Exempt Investments, LLC, Van Matre Law Firm, P.C., Rosenblum Goldenhersh, P.C., Clayborn & Associates, LLC and First American Title Insurance Company (collectively, the "Reliance Parties"). The Reliance Parties and their respective members, managers, partners, officers, directors, successors, and assigns are entitled to rely on this certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate for the Partnership as of the date set forth above.

Steven Calloway, Secretary

EXHIBIT A

Resolutions

[SEE ATTACHED]

PROVIDENCE WALKWAY HOUSING GP, LLC
a Missouri limited liability company
LIMITED LIABILITY COMPANY RESOLUTION

_____, 2026

COLUMBIA COMMUNITY HOUSING TRUST, a Missouri nonprofit corporation (“Member”), being the sole member of **PROVIDENCE WALKWAY HOUSING GP, LLC**, a Missouri limited liability company (“General Partner”), in its capacity as sole member of the General Partner, hereby adopts the following resolutions:

RESOLVED, that the General Partner be and it hereby is authorized and directed, on behalf of itself and on behalf of **PROVIDENCE WALKWAY HOUSING DEVELOPMENT GROUP, LP**, a Missouri limited partnership (“Partnership”) to enter into any and all documents, instruments, agreements and notices deemed necessary or appropriate by the General Partner to evidence, effectuate and consummate that certain transaction, the purpose of which is for the Partnership to acquire, construct, or rehabilitate, own and operate a 25-unit multifamily housing development commonly to be known as Providence Walkway Apartments in the City of Columbia, Missouri (the “Affordable Housing Development”); and

RESOLVED FURTHER, that the Partnership’s acquisition of all parcels comprising the Affordable Housing Development from the **Housing Authority of the City of Columbia, Missouri** (“Housing Authority”), its capacity as seller, for a purchase price of \$1,940,000 is hereby authorized and directed; and

RESOLVED FURTHER, that the Partnership shall receive from the Housing Authority seller financing in the amount of \$940,000 and additional financing in the amount of \$1,000,000, each evidenced by a separate note and secured by one deed of trust (the “Second Mortgage Loan”) and additional debt financing in the amount of \$650,000 (the “Third Mortgage Loan”); and

RESOLVED FURTHER, that the General Partner, on behalf of itself and on behalf of the Partnership, be and it hereby is authorized and directed to enter into any and all documents, instruments, agreements and notices deemed necessary or appropriate by the General Partner to evidence, effectuate and consummate that certain transaction, the purpose of which is to qualify the Affordable Housing Development for Federal Low-Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”) and

RESOLVED FURTHER, that the General Partner, on behalf of itself and on behalf of the Partnership, be and it hereby is authorized and directed to execute and deliver any and all documents, instruments, agreements and notices deemed necessary or appropriate by the General Partner by and through **Bob Hutton** or **Randall Cole**, the President and Authorized Officer, respectively, of Columbia Community Housing

Trust, the sole member of the General Partner, to evidence, effectuate, consummate, ratify, authorize, affirm and perfect:

(i) the admission of Red Stone Equity – Fund 125 Limited Partnership, a Delaware limited partnership, and Red Stone Equity Manager LLC, a Delaware limited liability company, as limited partners (collectively, the “Limited Partners”) to the Partnership; and

(ii) the continuance of the General Partner as the general partner of the Partnership; and

(iii) the withdrawal of the Member as initial limited partner in the Partnership;

and in connection therewith, each agreement attached as an exhibit to, or otherwise referenced in, the Amended and Restated Agreement of Limited Partnership of the Partnership executed in connection with the foregoing admission of the Limited Partners is hereby authorized (together, the “Limited Partner Equity Admission Transaction”); and

RESOLVED FURTHER, that with respect to the Affordable Housing Development, the Partnership’s execution of that certain Loan Agreement dated October 1, 2026 (the “Loan Agreement”) by and between the Partnership and Housing Authority of the City of Columbia, Missouri (the “Issuer”), relating to a loan in the maximum principal amount of \$5,800,000 (the “First Mortgage Loan”), from the Issuer to the Partnership, arising out of the issuance by the Issuer of its Multifamily Housing Revenue Bonds (Providence Walkway Apartments) Series 2026A and Multifamily Housing Revenue Bonds (Providence Walkway Apartments) Series 2026B in the aggregate maximum principal amount of \$5,800,000 (the “Bonds”), together with all Loan Documents as defined in that certain Trust Indenture between the Issuer and UMB Bank, N.A., as trustee (the “Trustee”), dated October 1, 2026 (the “Trust Indenture”) and the execution of all documents memorializing, evidencing and securing the First Mortgage Loan are hereby authorized and approved, including but not limited to, any Trust Indenture, Loan Agreement, Tax Compliance Agreement, Bond Purchase Agreement, Land Use Restriction Agreement, Promissory Note, Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, Escrow and Disbursing Agreement, Continuing Covenants Agreement, Subordination Agreement, Certificate and Indemnity Regarding Hazardous Substances; and

RESOLVED FURTHER, that the General Partner will be required to provide certain guarantees to the limited partners related to the tax credit transactions, and is therefore authorized and directed to enter into, execute and deliver all documents, instruments, agreements, including but not limited to that certain Guaranty Agreement by the Issuer, in its capacity as subordinate lender, the General Partner, and the Member, for the benefit of the Trustee and Central Tax Exempt Investments, LLC (the “Bond Purchaser”), that certain Collateral Assignment of

Partnership Interest by the Partnership and the General Partner in favor of the Trustee, that certain Certificate and Indemnity Regarding Hazardous Substances by and among the Partnership, the General Partner, the Member, and others for the benefit of the Trustee, the Issuer, in its capacity as subordinate lender, and the Bond Purchaser, and any and all notices necessary or appropriate to evidence, effectuate and consummate certain transactions undertaken for the purpose of acquiring, constructing, developing, securing the financing and maintaining of the Affordable Housing Development execute any and all commercially reasonable guarantees, assignments, environmental indemnification agreements, or other documents required by Central Tax Exempt Investments, LLC in connection with the First Mortgage Loan.

RESOLVED FURTHER, that the Partnership's borrowing of \$3,000,000 in American Rescue Plan Act loan financing from the City of Columbia, Missouri in connection with the development of the Affordable Housing Development ("Fourth Mortgage Loan"), and the execution and delivery of a loan agreement, promissory note, deed of release, and fourth lien position deed of trust to evidence and secure the Fourth Mortgage Loan, are hereby approved; and

RESOLVED FURTHER, that the Partnership's borrowing of \$320,000 in Community Development Block Grant loan financing from the City of Columbia, Missouri, as lender, in connection with the development of the Affordable Housing Development ("Fifth Mortgage Loan"), and the execution and delivery of a loan agreement, promissory note and fifth lien position deed of trust to evidence and secure the Fifth Mortgage Loan, are hereby approved; and

RESOLVED FURTHER, that the Partnership's borrowing of \$150,000 in HOME Investments Partnership Program loan financing from the City of Columbia, as lender, in connection with the development of the Affordable Housing Development ("Sixth Mortgage Loan"), and the execution and delivery of a loan agreement, promissory note and sixth lien position deed of trust to evidence and secure the Sixth Mortgage Loan, are hereby approved; and

RESOLVED FURTHER, that with respect to each of the Limited Partner Equity Admission Transaction, the First Mortgage Loan, the Second Mortgage Loan, the Third Mortgage Loan, the Fourth Mortgage Loan, the Fifth Mortgage Loan, and the Sixth Mortgage Loan, the Partnership, by and through its General Partner, is authorized to execute and deliver any and all other promissory notes, mortgages, deeds of trust, and environmental indemnity agreements in respect of real property of the Partnership, security agreements and UCC financing statements in respect of personal property and/or mixed real and personal property, collateral pledge agreements in respect of promissory notes, applications, commitment agreements, estoppel certificates, certifications, notices, letter agreements, assignment agreements, disbursing agreements, depository agreements, regulatory agreements, tax compliance agreements and all other necessary, appropriate, customary or beneficial closing documents in respect of such Limited Partner Equity Admission Transaction, First Mortgage Loan, the Second Mortgage Loan,

Third Mortgage Loan, Fourth Mortgage Loan, Fifth Mortgage Loan, and Sixth Mortgage Loan; and

RESOLVED FURTHER, that, in connection with the Affordable Housing Development, the Partnership be and it hereby is authorized and directed to enter into a certain construction contract (cost plus, subject to a guaranteed maximum price), together with all exhibits and schedules annexed thereto with **E.M. Harris Construction Company**, a Missouri corporation (the “Contractor”); and

RESOLVED FURTHER, that, in connection with the Affordable Housing Development, the Partnership be and it hereby is authorized and directed to execute and deliver that certain architect agreement, together with all exhibits and schedules annexed thereto, by and between the Partnership and **Rosemann & Associates, P.C.**, a Missouri professional corporation. (the “Architect”), pursuant to which the Partnership shall retain the services of the Architect on the terms and conditions thereof; and

RESOLVED FURTHER, that the Partnership be and it hereby is authorized and directed to execute and deliver that certain Development Agreement, effective as of November 5, 2021, by and between the Partnership and **CHA Affordable Housing Development, LLC**, a Missouri limited liability company (“Developer”), pursuant to which the Partnership shall retain the development services of the Developer on the terms and conditions thereof; and

RESOLVED FURTHER, that a consulting services agreement with **Missouri Housing Partners, LLC**, a Missouri limited liability company (“Consultant”) pursuant to which the Consultant will provide consulting services with respect to the Affordable Housing Development is ratified and affirmed; and

RESOLVED FURTHER, that the General Partner alone, by and through either **Bob Hutton** or **Randall Cole**, President and Authorized Officer, respectively, of the Member may execute for and on behalf of the General Partner or the Partnership any and all documents evidencing, securing and memorializing the Limited Partner Equity Admission Transaction, the First Mortgage Loan, the Second Mortgage Loan, the Third Mortgage Loan, the Fourth Mortgage Loan, the Fifth Mortgage Loan, and the Sixth Mortgage Loan and is authorized to take any and all action necessary to facilitate the development of the Affordable Housing Development; and

RESOLVED FURTHER, the Partnership is authorized to execute, deliver and record against the Affordable Housing Development any and all regulatory agreements, extended use agreements, land use restriction agreements, and declarations of restrictive covenants whatsoever in connection with the First Mortgage Loan, the Second Mortgage Loan, the Third Mortgage Loan, the Fourth Mortgage Loan, the Fifth Mortgage Loan, and the Sixth Mortgage Loan, the Federal Low-Income Housing Tax Credits under Section 42 of the Code, and the Missouri Low-Income Housing Tax Credits under Missouri Revised Statutes Chapter 135; and

RESOLVED FURTHER, that, to the extent any of the above-described transactions authorized in this Resolution have occurred or have been taken by the Partnership prior to the date hereof, any and all such acts so authorized hereunder are hereby authorized, ratified, and affirmed; and

RESOLVED FURTHER, that these Resolutions are intended to be and may be relied upon by any person or entity involved in any one or more of the actions comprising the transaction.

[the remainder of the page has been intentionally left blank – signature page to follow]

The undersigned has executed this Limited Liability Company Resolution as of the date first mentioned herein.

MEMBER:

COLUMBIA COMMUNITY HOUSING TRUST, a
Missouri nonprofit corporation, Sole Member

By: _____
Bob Hutton, President

EXHIBIT B

Certificate of Good Standing

[SEE ATTACHED]

EXHIBIT C

Articles of Organization

[SEE ATTACHED]

EXHIBIT D

Operating Agreement

[SEE ATTACHED]

EXHIBIT E

<u>Incumbent</u>	<u>Office</u>	<u>Signature</u>
BOB HUTTON	President of the Member of the General Partner	_____
RIGEL OLIVERI	Vice-President of the Member of the General Partner	_____
STEVE CALLOWAY	Secretary of the Member of the General Partner	_____
RANDY COLE	Authorized General Officer of the Member of the General Partner	_____
STEVE SMITH	Authorized General Officer of the Member of the General Partner	_____
ANTHONY ALLEN	Authorized General Officer of the Member of the General Partner	_____

4923-6456-6840, v. 4

Resolution 98

CERTIFICATE FOR COLUMBIA COMMUNITY HOUSING TRUST

_____, 2026

I, the undersigned, STEVE CALLOWAY, do hereby certify as follows:

1. I am the SECRETARY of COLUMBIA COMMUNITY HOUSING TRUST, a Missouri nonprofit corporation (“Member”). As Secretary, I am the keeper of the corporate records of the Member.

2. Attached hereto as Exhibit A is a true, correct, and complete copy of the action by written consent adopted by the directors of the Member, dated as of _____, 2026 (“Consent”). The Consent has not been amended or revoked and is now in full force and effect.

3. The Member is duly organized, validly existing and in good standing under the laws of the State of Missouri. Attached hereto as Exhibit B is a Certificate of Good Standing for the Member issued by the Missouri Secretary of State.

4. Attached hereto as Exhibit C is a true and complete copy of the Articles of Incorporation of the Member, which has not been amended to date.

5. Attached hereto as Exhibit D is a true and correct copy of the By-laws of the Member in effect as of the date hereof.

6. The persons named in Exhibit E are the duly appointed officers of the Member, holding the office in Exhibit E set forth opposite his or her name, and the signature set forth opposite his or her name on Exhibit E is his or her genuine signature. Said officer is authorized to act on behalf of the Member.

7. The following individuals are the duly elected and serving directors of the Member as of the date hereof: Bob Hutton; Rigel Oliveri; Steve Calloway; Steve Smith; and Anthony Allen

8. This certificate is delivered to Red Stone Equity - Fund 125 Limited Partnership, a Delaware limited partnership, Red Stone Equity Manager, LLC, a Delaware limited liability company, Applegate & Thorne-Thomsen, P.C., Housing Authority of the City of Columbia, Missouri, Missouri Housing Development Commission, UMB Bank, N.A., a national banking association, Gilmore & Bell, P.C., Central Tax Exempt Investments, LLC, Rosenblum Goldenhersh, P.C., Clayborn & Associates, LLC, and First American Title Insurance Company (collectively, the “Reliance Parties”). The Reliance Parties and their respective members, managers, partners, officers, directors, successors, and assigns are entitled to rely on this certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate for the Partnership as of the date set forth above.

STEVE CALLOWAY

EXHIBIT A

Resolutions

[SEE ATTACHED]

COLUMBIA COMMUNITY HOUSING TRUST

a Missouri nonprofit corporation

CORPORATE RESOLUTION

_____, 2026

The undersigned, who constitute all of the duly elected and serving directors of **COLUMBIA COMMUNITY HOUSING TRUST**, a Missouri nonprofit corporation (“Member”), hereby adopt the following resolutions:

RESOLVED, that the Member, as the sole member of **PROVIDENCE WALKWAY HOUSING GP, LLC**, a Missouri limited liability company (“General Partner”), which is the sole general partner of **PROVIDENCE WALKWAY HOUSING DEVELOPMENT GROUP, LP**, a Missouri limited partnership (“Partnership”) is authorized and directed to cause the General Partner, on behalf of itself and on behalf of the Partnership, to enter into any and all documents, instruments, agreements and notices deemed necessary or appropriate by the General Partner to evidence, effectuate and consummate that certain transaction, the purpose of which is for the Partnership to acquire, construct or rehabilitate, own and operate a 25-unit multifamily housing development commonly to be known as Providence Walkway Apartments in the City of Columbia, Missouri (the “Affordable Housing Development”); and

RESOLVED FURTHER, that the Member is directed and authorized to participate in the acquisition of all parcels comprising the Affordable Housing Development from the **Housing Authority of the City of Columbia, Missouri** (“Housing Authority”), its capacity as seller, for a purchase price of \$1,940,000; and

RESOLVED FURTHER, that the Partnership shall receive from the Housing Authority seller financing in the amount of \$940,000 and additional financing in the amount of \$1,000,000, each evidenced by a separate note and secured by one deed of trust (the “Second Mortgage Loan”) and additional debt financing in the amount of \$650,000 (the “Third Mortgage Loan”); and

RESOLVED FURTHER, that the Member is authorized and directed to cause the General Partner, on behalf of itself and on behalf of the Partnership, to enter into any and all documents, instruments, agreements and notices deemed necessary or appropriate by the General Partner to evidence, effectuate and consummate that certain transaction, the purpose of which is to qualify the Affordable Housing Development for Federal Low-Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”) and Missouri Low-Income Housing Tax Credits under Missouri Revised Statutes Chapter 135; and

RESOLVED FURTHER, that the Member is authorized and directed to cause the General Partner, on behalf of itself and on behalf of the Partnership, to execute and deliver any and all documents, instruments, agreements and notices deemed necessary or appropriate by the General Partner by and through **Bob Hutton** or **Randall Cole**,

the President and Authorized Officer, respectively, of the Member to evidence, effectuate, consummate, ratify, authorize, affirm and perfect:

(i) the admission of Red Stone Equity – Fund 125 Limited Partnership, a Delaware limited partnership, and Red Stone Equity Manager, LLC, a Delaware limited liability company as limited partners (collectively, the “Limited Partners”) to the Partnership; and

(ii) the continuance of the General Partner as the general partner of the Partnership; and

(iii) the withdrawal of the Member as initial limited partner in the Partnership;

and in connection therewith, each agreement attached as an exhibit to, or otherwise referenced in, the Amended and Restated Agreement of Limited Partnership of the Partnership executed in connection with the foregoing admission of the Limited Partners is hereby authorized (together, the “Limited Partner Equity Admission Transaction”); and

RESOLVED FURTHER, that with respect to the Affordable Housing Development, the Partnership’s execution of that certain Loan Agreement dated October 1, 2026 (the “Loan Agreement”) by and between the Partnership and Housing Authority of the City of Columbia, Missouri (the “Issuer”), relating to a loan in the maximum principal amount of \$5,800,000 (the “First Mortgage Loan”), from the Issuer to the Partnership, arising out of the issuance by the Issuer of its Multifamily Housing Revenue Bonds (Providence Walkway Apartments) Series 2026A and Multifamily Housing Revenue Bonds (Providence Walkway Apartments) Series 2026B in the aggregate maximum principal amount of \$5,800,000 (the “Bonds”), together with all Loan Documents as defined in that certain Trust Indenture between the Issuer and UMB Bank, N.A., as trustee (the “Trustee”), dated October 1, 2026 (the “Trust Indenture”) and the execution of all documents memorializing, evidencing and securing the First Mortgage Loan are hereby authorized and approved, including but not limited to, any Trust Indenture, Loan Agreement, Tax Compliance Agreement, Bond Purchase Agreement, Land Use Restriction Agreement, Promissory Note, Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, Escrow and Disbursing Agreement, Continuing Covenants Agreement, Subordination Agreement, Certificate and Indemnity Regarding Hazardous Substances; and

RESOLVED FURTHER, that the Member will be required to provide certain guarantees to the limited partners related to the tax credit transactions, and is therefore authorized and directed to enter into, execute and deliver all documents, instruments, agreements, including but not limited to that certain Guaranty Agreement by the Issuer, in its capacity as subordinate lender, the General Partner, and the Member, for the benefit of the Trustee and Central Tax Exempt Investments, LLC (the “Bond Purchaser”), that certain Certificate and Indemnity

Regarding Hazardous Substances by and among the Partnership, the General Partner, the Member, and others for the benefit of the Trustee, the Issuer, in its capacity as subordinate lender, and the Bond Purchaser, and any and all notices necessary or appropriate to evidence, effectuate and consummate certain transactions undertaken for the purpose of acquiring, constructing, developing, securing the financing and maintaining of the Affordable Housing Development execute any and all commercially reasonable guarantees, assignments, environmental indemnification agreements, or other documents required by Central Tax Exempt Investments, LLC in connection with the First Mortgage Loan.

RESOLVED FURTHER, that the Partnership's borrowing of \$3,000,000 in American Rescue Plan Act loan financing from the City of Columbia, Missouri in connection with the development of the Affordable Housing Development ("Fourth Mortgage Loan"), and the execution and delivery of a loan agreement, promissory note and fourth lien position deed of trust to evidence and secure the Fourth Mortgage Loan, are hereby approved; and

RESOLVED FURTHER, that the Partnership's borrowing of \$320,000 in Community Development Block Grant loan financing from the City of Columbia, Missouri, as lender, in connection with the development of the Affordable Housing Development ("Fifth Mortgage Loan"), and the execution and delivery of a loan agreement, promissory note and fifth lien position deed of trust to evidence and secure the Fifth Mortgage Loan, are hereby approved; and

RESOLVED FURTHER, that the Partnership's borrowing of \$150,000 in HOME Investments Partnership Program loan financing from the City of Columbia, Missouri, as lender, in connection with the development of the Affordable Housing Development ("Sixth Mortgage Loan"), and the execution and delivery of a loan agreement, promissory note and sixth lien position deed of trust to evidence and secure the Sixth Mortgage Loan, are hereby approved; and

RESOLVED FURTHER, that with respect to each of the Limited Partner Equity Admission Transaction, First Mortgage Loan, the Second Mortgage Loan, the Third Mortgage Loan, the Fourth Mortgage Loan, the Fifth Mortgage Loan, and the Sixth Mortgage Loan, the Partnership, by and through its General Partner, is authorized to execute and deliver any and all other promissory notes, mortgages, deeds of trust, and environmental indemnity agreements in respect of real property of the Partnership, security agreements and UCC financing statements in respect of personal property and/or mixed real and personal property, collateral pledge agreements in respect of promissory notes, applications, commitment agreements, estoppel certificates, certifications, notices, letter agreements, assignment agreements, disbursing agreements, depository agreements, regulatory agreements, tax compliance agreements and all other necessary, appropriate, customary or beneficial closing documents in respect of such Limited Partner Equity Admission Transaction, First Mortgage Loan, Second Mortgage Loan, Third Mortgage Loan, Fourth Mortgage Loan, Fifth Mortgage Loan and Sixth Mortgage Loan; and

RESOLVED FURTHER, that, in connection with the Affordable Housing Development, the Member be and it hereby is authorized and directed to enter into a certain construction contract (cost plus, subject to a guaranteed maximum price), together with all exhibits and schedules annexed thereto with **E.M. Harris Construction Company**, a Missouri corporation (the “Contractor”); and

RESOLVED FURTHER, that, in connection with the Affordable Housing Development, the Member be and it hereby is authorized and directed to cause the General Partner to cause the Partnership to execute and deliver that certain architect agreement, together with all exhibits and schedules annexed thereto, by and between the Partnership and **Rosemann & Associates, P.C.**, a Missouri professional corporation (the “Architect”), pursuant to which the Partnership shall retain the services of the Architect on the terms and conditions thereof; and

RESOLVED FURTHER, that the Member be and it hereby is authorized and directed to cause the General Partner to cause the Partnership to execute and deliver that certain Development Agreement, effective as of November 5, 2021, by and between the Partnership and **CHA Affordable Housing Development, LLC**, a Missouri limited liability company (“Developer”), pursuant to which the Partnership shall retain the development services of the Developer on the terms and conditions thereof; and

RESOLVED FURTHER, that a consulting services agreement with **Missouri Housing Partners, LLC**, a Missouri limited liability company (“Consultant”) pursuant to which the Consultant will provide consulting services with respect to the Affordable Housing Development is ratified and affirmed; and

RESOLVED FURTHER, that the General Partner alone, by and through either **Bob Hutton** or **Randall Cole**, President and Authorized Officer, respectively, of the Member, may execute for and on behalf of the General Partner or the Partnership any and all documents evidencing, securing and memorializing the Limited Partner Equity Admission Transaction, the First Mortgage Loan, the Second Mortgage Loan, the Third Mortgage Loan, the Fourth Mortgage Loan, the Fifth Mortgage Loan, and the Sixth Mortgage Loan, and is authorized to take any and all action necessary to facilitate the development of the Affordable Housing Development; and

RESOLVED FURTHER, the General Partner is authorized to cause the Partnership to execute, deliver and record against the Affordable Housing Development any and all regulatory agreements, extended use agreements, land use restriction agreements, and declarations of restrictive covenants whatsoever in connection with the First Mortgage Loan, the Second Mortgage Loan, the Third Mortgage Loan, the Fourth Mortgage Loan, the Fifth Mortgage Loan, and the Sixth Mortgage Loan, the Federal Low-Income Housing Tax Credits under Code Section 42, and the Missouri Low-Income Housing Tax Credits under Missouri Revised Statutes Chapter 135; and

RESOLVED FURTHER, that, to the extent any of the above-described transactions authorized in this Resolution have occurred or have been taken by the Partnership prior to the date hereof, any and all such acts so authorized hereunder are hereby authorized, ratified, and affirmed; and

RESOLVED FURTHER, that these Resolutions are intended to be and may be relied upon by any person or entity involved in any one or more of the actions comprising the transaction.

[the remainder of the page has been intentionally left blank – signature page to follow]

The undersigned have executed this unanimous consent resolution as of the date first mentioned herein.

DIRECTORS:

STEVEN SMITH

ANTHONY ALLEN

BOB HUTTON

RIGEL OLIVERI

STEVE CALLOWAY

EXHIBIT B

Certificate of Good Standing

[SEE ATTACHED]

EXHIBIT C

Articles of Incorporation

[SEE ATTACHED]

EXHIBIT D

By-laws

[SEE ATTACHED]

EXHIBIT E

<u>Incumbent</u>	<u>Office</u>	<u>Signature</u>
BOB HUTTON	President of the Member	_____
RIGEL OLIVERI	Vice-President of the Member	_____
STEVE CALLOWAY	Secretary of the Member	_____
RANDALL COLE	Authorized General Officer of the Member	_____
STEVE SMITH	Authorized General Officer of the Member	_____
ANTHONY ALLEN	Authorized General Officer of the Member	_____