

**LHT4 Housing Corporation
Special Board Meeting**

January 6, 2022

5:00 p.m.

Agenda

To: Richard Ostuw
Ronice Latta
Bianca Shinn-Desras

- a. Call to Order
- b. Approve Minutes of December 8, 2021
- c. Resolutions
 - 22-01: Authorize LHT4 Housing Corporation (LHT4HC) to certify to JP Morgan Chase Bank that it is authorized to adopt and authorize the Directors and Officers of LHT4HC to execute, deliver and act upon, the items attached as exhibits to this resolution, and to take other actions as necessary to close the financing of the Lawnhill Terrace Phase 4 development project and cause the project to be completed.
 - 22-02: Authorize LHT4 Housing Corporation (LHT4HC) to enter into a Limited Partnership Agreement with RBC Tax Credit Equity, LLC (RBC), to create LHT4 Limited Partnership, provide financial guarantees as required, and to take other actions as necessary to secure the equity investment from RBC and to close the financing of the Lawnhill Terrace 4 development project and cause the project to be completed.
 - 22-03: Authorize LHT4 Housing Corporation (LHT4HC) to adopt, and authorize the Directors and Officers of LHT4HC to execute, deliver and act upon, the items attached as exhibits to this resolution, and to take other actions as necessary to close the Sponsor Loan financing of the Lawnhill Terrace Phase 4 development project and cause the project to be completed.
 - 22-04: Authorize LHT4 Housing Corporation (LHT4HC) to adopt and authorize the Directors and Officers of LHT4HC to execute, deliver and act upon, the items attached as exhibits to this resolution, and to take other actions as necessary to close the CT Department of Housing financing of the Lawnhill Terrace Phase 4 development project and cause the project to be completed.
- d. Adjourn

The undersigned, being all of the Directors of Lawnhill Terrace Phase 4 Housing Corporation, do hereby affirm and consent to each and every resolution duly adopted and action duly taken by the Directors of the Corporation at this Meeting.

Rich Ostuw

Ronice Latta

Bianca Shinn-Desras

THE ABOVE BEING ALL OF THE DIRECTORS
OF LAWNHILL TERRACE PHASE 4 HOUSING
CORPORATION

LHT4 HOUSING CORPORATION

40 Clinton Avenue, Suite 101

Stamford, Connecticut 06901

Board Meeting Date: January 6, 2022

Resolution Number: 22-01

RESOLUTION

Subject: Authorize LHT4 Housing Corporation (LHT4HC) to certify to JP Morgan Chase Bank that it is authorized to adopt and authorize the Directors and Officers of LHT4HC to execute, deliver and act upon, the items attached as exhibits to this resolution, and to take other actions as necessary to close the financing of the Lawnhill Terrace Phase 4 development project and cause the project to be completed.

Background: LHT4HC is the General Partner of LHT4 Limited Partnership (LHT4LP). In this capacity, LHT4HC will also serve as guarantor of certain loans and obligations of LHT4LP related to the development of Lawnhill Terrace Phase 4. The resolution authorizes LHT4LP to enter into a first mortgage from JP Morgan Chase and to take various actions necessary to close the financing transaction. The resolution also authorizes LHT4LP to enter into a long-term ground lease with The Housing Authority of the City of Stamford D/B/A/ Charter Oak Communities (COC), owner of the land on which Lawnhill Terrace Phase 4 is located. The items to be approved with the adoption of this resolution include the following, which are attached:

NOW, THEREFORE, BE IT RESOLVED, that:

The actions referenced in the attached Resolutions of LHT4 Housing Corporation as General Partner of LHT4 Limited Partnership be, and are approved, and Jonathan Gottlieb, as President, and Vincent Tufo, as Vice President, are authorized to negotiate and execute agreements and documents as necessary to complete the Lawnhill Terrace Phase 4 renovation project. This resolution shall take effect immediately

Jonathan Gottlieb
Submitting Resolution

Its President

RESOLUTIONS
OF
LHT4 HOUSING CORPORATION
AND
LHT4 LIMITED PARTNERSHIP

The undersigned, being the General Partner of LHT4 Limited Partnership (the "LP"), a Connecticut limited partnership, certifies to the Housing Authority of the City of Stamford d/b/a Charter Oak Communities ("COC") and JPMorgan Chase Bank, N.A. ("JPMC"; together with COC, the "Lenders") that: (a) the authority for management of the LP is vested in the undersigned General Partner; and (b) the following is a true and correct copy of the resolutions duly adopted and ratified by the Board of Directors of the General Partner for itself and on behalf of the LP, at a meeting held in accordance with the laws of the State of Connecticut and the By-Laws of the General Partner, at which a quorum of said Board of Directors was present, and that such resolutions are and remain in full force and effect and have not been rescinded or modified.

RESOLUTIONS

RESOLVED, that the General Partner, for itself and as General Partner of the LP, be, and it hereby is, authorized to enter into a certain ground lease (the "Ground Lease") for certain premises located in Stamford, Connecticut, known as 31-97 Custer Street (odd only) (the "Property") and known as Lawnhill Phase 4 (the "Project") with COC, and to enter into any and all agreements, documents or papers necessary in connection with the LP entering into the Ground Lease.

FURTHER RESOLVED, that LHT4 Housing Corporation, as the General Partner of the LP (the "General Partner"), has the right and authority to bind the LP and is hereby authorized on behalf of itself and on behalf of the LP to:

(a) Obtain a construction loan from COC in the principal amount of up to TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00) (the "Construction Loan"), which Construction Loan shall be funded with the proceeds from a loan made by JPMC to COC (the "Funding Loan") and shall convert to a permanent term loan in the principal amount not to exceed THREE MILLION THREE HUNDRED FORTY SEVEN THOUSAND TWO HUNDRED TWENTY FOUR AND NO/100 DOLLARS (\$3,347,224.00) (the "Permanent Loan"; the Construction Loan and the Permanent Loan being collectively referred to herein as the "COC Loan") in accordance with the terms and conditions set forth in that certain Summary of Indicative Terms and Conditions, as may be amended, attached hereto as Exhibit A (the "JPMC Commitment Letter") and upon such other terms and conditions as the LP, acting by and through its General Partner, approves, such approval to be conclusively evidenced by its execution and delivery of such agreements evidencing and/or securing the repayment of the COC Loan and Funding Loan;

(b) Mortgage, pledge, assign, grant security interests in and otherwise transfer to Lenders all real, personal or mixed property now or hereafter owned by this LP as collateral security for any and all liabilities of this LP to Lenders, whenever and however arising,

including, without limitation, the Loans, as the Lenders may require; as well as, as applicable, granting to Lenders leasehold mortgages on the Property; collaterally assigning all rental income and leases in respect thereto; and granting to Lenders a security interest in all personal property located at or comprising a part of the Project;

(c) For said purposes, execute and deliver to Lenders any, if any, and all promissory notes, guaranties, environmental indemnities and other evidences of the LP's indebtedness or obligations to Lenders as described in the JPMC Commitment Letter, as well as any and all mortgages, security agreements, or financing statements described in the JPMC Commitment Letter and any other documents evidencing or securing the Loans as Lenders may require in respect thereof, all in form and content satisfactory to Lenders, and to make remittances and payments in respect thereof by checks, drafts or otherwise;

(d) Modify, supplement or amend such Loans, promissory notes, guaranties, mortgages, agreements, statements, documents and collateral security, from time to time; and

(e) Do all other acts deemed to be necessary, convenient or proper to carry out any of the foregoing.

FURTHER RESOLVED, that the General Partner, as such General Partner, be, and it hereby is, authorized and empowered to negotiate the terms of and to execute and deliver for itself and on behalf of the LP, each of the instruments, documents and agreements as may be necessary to consummate the foregoing transactions discussed above and closings relating thereto, and/or as may be necessary or convenient to carry out any of the foregoing resolutions and to complete all transactions required as part of same, all with such changes, and in such form, as the executing General Partner may in its sole discretion approve, the execution and delivery of each document to be conclusive evidence of the approval of the General Partner and the LP.

FURTHER RESOLVED, that the General Partner, for itself and as General Partner of the LP, be, and it hereby is, authorized to do and perform all such further acts and things as may be necessary or convenient in order to consummate the transactions authorized in the foregoing resolutions or as otherwise required or contemplated in any and all approvals or commitments issued by Lenders and any actions heretofore or hereafter taken by such officers in carrying out the purposes of these resolutions is confirmed, approved and ratified in all respects.

FURTHER RESOLVED, the officers of the General Partner, including, without limitation, Vincent Tufo, as Vice President of the General Partner, Jonathan Gottlieb as President of the General Partner, and each or any one or more of them, and any of their respective successors in office, or any other officer of the General Partner are hereby authorized and empowered, acting singly or together, on behalf of the General Partner, and, therefore, on behalf of the LP, to execute and deliver notes, and other evidences of the LPs indebtedness, obligations and/or liabilities with respect to the foregoing, and to enter into financing, collateral, security and other agreements with COC and/or JPMC relating thereto, all in form and content satisfactory to COC and/or JPMC, as the case may be; to execute and deliver to COC and/or JPMC any modification, mortgage, pledge, assignment, and/or security agreement in respect to the same, upon such

terms and conditions as the General Partner, acting through and by the officer or officers signing said documents, approves, such approval to be conclusively evidenced by such officer's or officers' execution and delivery of such documents, and to enter into any other agreements, certificates or affidavits with COC and/or JPMC for the purposes herein identified, all in form and content satisfactory to COC and/or JPMC, as the case may be; for said purposes, to cause the execution and delivery to them, any and all collection reports, schedules, financing statements, and other instruments in respect thereof, all in form and content satisfactory to COC and/or JPMC, as the case may be; to execute any modifications, assumption agreements, amendments, subordinations, or other documents that may hereafter be required of the LP by COC and/or JPMC, as the case may be; to execute any and all documents required to consummate the Ground Lease; and to do and perform all other acts and things deemed by such officer or officers to be necessary, convenient or proper to carry out any of the foregoing.

FURTHER RESOLVED, that the General Partner hereby ratifies and confirms all acts taken by the LP and/or General Partner, acting for itself and in its capacity as general partner of the LP, in connection with the Loans, irrespective of whether such acts were performed before or subsequent to the date of the adoption hereof

FURTHER RESOLVED, that the General Partner hereby ratifies and confirms all acts taken by the General Partner, Vincent Tufo acting in his capacity as Vice President of the General Partner and/or Jonathan Gottlieb acting in his capacity as President of the General Partner, in connection with the Loans, irrespective of whether such acts were performed before or subsequent to the date of the adoption hereof.

THE UNDERSIGNED FURTHER CERTIFIES that the present officers of the General Partner and their respective specimen signatures are as follows:

NAME	TITLE	SIGNATURE
Vincent Tufo	Vice President	
Jonathan Gottlieb	President	_____
Vincent Tufo	Secretary	_____
Jonathan Gottlieb	Assistant Secretary	_____

[Remainder of Page Left Intentionally Blank]

The above resolutions are hereby adopted by consent of the Board of Directors of the General Partner for itself and on behalf of the LP.

IN WITNESS WHEREOF, we have signed our names this _____ day of _____, 2022.

BEING THE GENERAL PARTNER:

LHT4 HOUSING
CORPORATION

By: _____
Jonathan Gottlieb
Assistant Secretary

Confirmed By:

Vincent Tufo
Its: Secretary

LHT4 HOUSING CORPORATION

40 Clinton Avenue, Suite 101

Stamford, Connecticut 06901

Board Meeting Date: January 6, 2022

Resolution Number: 22-02

RESOLUTION

Subject: Authorize LHT4 Housing Corporation (LT4HC) to enter into a Limited Partnership Agreement with RBC Tax Credit Equity, LLC (RBC), to create LHT4 Limited Partnership, provide financial guarantees as required, and to take other actions as necessary to secure the equity investment from RBC and to close the financing of the Lawnhill Terrace 4 development project and cause the project to be completed.

Background: LHT4HC is the General Partner of LHT4 Limited Partnership (LT3LP). In this capacity, LHT4HC will negotiate and execute a limited partnership agreement with RBC, under which RBC will purchase Low-Income Housing Tax Credits and provide an equity investment to partially fund the renovation program at Lawnhill Terrace 4. The specific actions being authorized in connection with the creation of LHT4LP are contained in the attached Unanimous Consent of the Directors of LHT4 Housing Corporation.

NOW, THEREFORE, BE IT RESOLVED, that:

The actions referenced in the two attached documents each titled Unanimous Written Consent of the Directors of LHT4 Housing Corporation be, and are approved, and Vincent Tufo, as Vice President, and Jonathan Gottlieb, as President, are authorized to negotiate and execute agreements and documents as necessary to complete the Lawnhill Terrace 4 renovation project. This resolution shall take effect immediately

Jonathan Gottlieb
Submitting Resolution

Its President

**UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS OF
LHT4 HOUSING CORPORATION**

The undersigned being all of the directors of LHT4 Housing Corporation, a Connecticut corporation (the "Corporation"), do hereby consent to the following resolutions:

WHEREAS, the Corporation was organized for the purpose, among others, of developing and operating low-income housing; and

WHEREAS, the Corporation wishes to develop the low-income housing project (the "Project") described in that certain Amended and Restated Agreement of Limited Partnership (the "LPA"), to be dated of near date herewith, by and among the General Partner, RBC Tax Credit Equity, LLC ("RBC"), and RBC Tax Credit Manager II, Inc. (the "Special Limited Partner"), in the manner and pursuant to the terms and conditions described in the LPA, through a limited partnership in which the Corporation will serve as general partner and RBC will invest as limited partner;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation be and it is hereby authorized, empowered, and directed to enter into, execute, and deliver the Amended and Restated Agreement of Limited Partnership (the "Agreement") forming or continuing LHT4 Limited Partnership, a Connecticut limited partnership (the "Partnership");

FURTHER RESOLVED, that the Corporation be and it is hereby authorized, empowered, and directed to execute deliver, file, and publish any required certificates with the State of Connecticut,

FURTHER RESOLVED, that the Corporation be and it is hereby authorized, empowered, and directed to execute and deliver all other project investment closing documents specified in RBC's closing checklist, as the same may be modified and supplemented by RBC for the Project (the "Checklist") or otherwise requested by RBC in connection with its investment in the Partnership;

FURTHER RESOLVED, that the Corporation be and it is hereby authorized, empowered, and directed to furnish to RBC all due diligence materials specified in the Checklist or otherwise requested by RBC in connection with its investment in the Partnership;

FURTHER RESOLVED, that the proper officers of the Corporation be and they hereby are authorized, empowered, and directed to execute and deliver all documents, and that such officers or staff of the Corporation be and are thereby authorized, empowered, and directed to furnish all materials, necessary to consummate the formation of the Partnership and the investment by RBC as Limited Partner thereof in accordance with the LPA, the Checklist, and the foregoing resolutions, and that any previous execution and delivery or furnishing of documents and materials by such officers or staff be and it is hereby authorized, confirmed, and

ratified; and

FURTHER RESOLVED, that the proper officers of the Corporation be and they hereby are authorized, empowered, and directed to take such further action on behalf of the Corporation as they deem necessary to effectuate the foregoing.

Dated: _____

Ronice Latta

Richard Ostuw

Bianca Shinn Desras

Being all of the Directors of the Corporation

**UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS OF
LHT4 HOUSING CORPORATION**

The undersigned being all of the directors of LHT4 Housing Corporation, a Connecticut corporation (the "Corporation"), do hereby consent to the following resolutions:

WHEREAS, the Corporation wishes to develop a low-income housing project (the "Project") described in a letter of intent dated _____, 201_ (the "Letter of Intent"), issued by RBC Tax Credit Equity, LLC ("RBC"), in the manner and pursuant to the terms and conditions described in the Letter of Intent, through a limited partnership in which RBC will invest as limited partner and the Corporation will be the General Partner;

WHEREAS, to induce RBC to invest as limited partner, the Corporation has agreed be a guarantor of the Project pursuant to the terms of a guaranty agreement (the "Guaranty");

NOW, THEREFORE, BE IT RESOLVED, that the Corporation be and it is hereby authorized, empowered, and directed to enter into, execute, and deliver the Guaranty;

FURTHER RESOLVED, that the Corporation be and it is hereby authorized, empowered, and directed to furnish to RBC all due diligence materials specified in RBC's closing checklist, as the same may be modified and supplemented by RBC for the Project (the "Checklist") Checklist or otherwise requested by RBC in connection with its investment in the Partnership;

FURTHER RESOLVED, that the proper officers of the Corporation be and they hereby are authorized, empowered, and directed to take such further action on behalf of the Corporation as they deem necessary to effectuate the foregoing.

Dated: _____

Ronice Latta

Richard Ostuw

Bianca Shinn Desras

Being all of the Directors of the Corporation

LHT4 HOUSING CORPORATION

40 Clinton Avenue, Suite 101

Stamford, Connecticut 06901

Board Meeting Date: January 6, 2022

Resolution Number: 22-03

RESOLUTION

Subject: Authorize LHT4 Housing Corporation (LHT4HC) to adopt, and authorize the Directors and Officers of LHT4HC to execute, deliver and act upon, the items attached as exhibits to this resolution, and to take other actions as necessary to close the Sponsor Loan financing of the Lawnhill Terrace Phase 4 development project and cause the project to be completed.

Background: LHT4HC is the General Partner of LHT4 Limited Partnership (LHT4LP). The resolution authorizes LHT4LP to accept the various sponsor loans necessary to fund the proposed program of renovations. The resolution also authorizes LHT4LP to enter into a long-term ground lease with The Housing Authority of the City of Stamford D/B/A/ Charter Oak Communities (COC), owner of the land on which Lawnhill Terrace Phase 4 is located. The items to be approved with the adoption of this resolution include the following, which are attached:

NOW, THEREFORE, BE IT RESOLVED, that:

The actions referenced in the attached Resolutions of LHT4 Housing Corporation As General Partner of LHT4 Limited Partnership be, and are approved, and Vincent Tufo, as Vice President, and Jonathan Gottlieb, as President, are authorized to negotiate and execute agreements and documents as necessary to complete the Lawnhill Phase 4 renovation project. This resolution shall take effect immediately

Jonathan Gottlieb
Submitting Resolution

Its President

RESOLUTIONS
OF
LHT4 HOUSING CORPORATION
As General Partner of
LHT4 LIMITED PARTNERSHIP

The undersigned, being the General Partner of LHT4 Limited Partnership (the "LP"), a Connecticut limited partnership, certifies to the Housing Authority of the City of Stamford d/b/a Charter Oak Communities ("HACS") and Rippowam Corporation ("Rippowam" together with HACS, the "Lender") that: (a) the authority for management of the LP is vested in the undersigned General Partner; and (b) the following is a true and correct copy of the resolutions duly adopted and ratified by the Board of Directors of the General Partner on behalf of the LP, at a meeting held in accordance with the laws of the State of Connecticut and the By-Laws of the General Partner, at which a quorum of said Board of Directors was present, and that such resolutions are and remain in full force and effect and have not been rescinded or modified.

RESOLUTIONS

RESOLVED, that the General Partner, for itself and as General Partner of the LP, be, and it hereby is, authorized to enter into a certain ground lease (the "Ground Lease") for the premises located at 31-97 Custer Street (odd only), Stamford, Connecticut (the "Property") and known as Lawnhill Terrace Phase 4 (the "Project") with HACS, and to enter into any and all agreements, documents or papers necessary in connection with the LP entering into the Ground Lease.

FURTHER RESOLVED, that the General Partner has the right and authority to bind the LP and is hereby authorized on behalf of the LP to:

(a) Obtain a loan from HACS in the principal amount of up to FIVE MILLION THIRTY FOUR THOUSAND AND NO/100 DOLLARS (\$5,034,000.00) (the "Seller Note Loan"), said Seller Note Loan to be evidenced and/or secured by various documents encumbering the Property, and said Seller Note Loan to be upon such terms and conditions as the LP, acting by and through its General Partner, approves, such approval to be conclusively evidenced by its execution and delivery of such documents evidencing and/or securing the repayment of the Seller Note Loan (the "Seller Loan Documents");

(b) Obtain a loan from HACS in the principal amount of up to TWO MILLION ONE HUNDRED FIFTY-ONE THOUSAND EIGHT HUNDRED SIXTY-NINE AND NO/100 DOLLARS (\$2,151,869.00) (the "Fee in Lieu Loan"), said Fee in Lieu Loan to be evidenced and/or secured by various documents encumbering the Property, and said Fee in Lieu Loan to be upon such terms and conditions as the LP, acting by and through the General Partner, approves, such approval to be conclusively evidenced by its execution and delivery of such documents evidencing and/or securing the repayment of the Fee in Lieu Loan (the "Fee in Lieu Loan Documents");

(c) Obtain a loan from HACS in the principal amount of up to SEVEN HUNDRED TEN THOUSAND SEVEN HUNDRED SIXTY-FOUR AND NO/100 DOLLARS (\$710,764.00) (the "HACS Reserves Loan"), said HACS Reserves Loan to be evidenced and/or secured by various documents encumbering the Property, and said HACS Reserves Loan to be

upon such terms and conditions as the LP, acting by and through its General Partner, approves, such approval to be conclusively evidenced by its execution and delivery of such documents evidencing and/or securing the repayment of the HACS Reserves Loan (the "HACS Reserves Loan Documents");

(d) Obtain a loan from HACS in the principal amount of up to TWO HUNDRED TWENTY ONE THOUSAND EIGHT HUNDRED FIFTY-FOUR AND NO/100 DOLLARS (\$221,854.00) (the "Sponsor Loan" together with the Seller Loan, the Fee In Lieu Loan and the HACS Reserves Loan, the "Loans"), said Sponsor Loan to be evidenced and/or secured by various documents encumbering the Property, and said Sponsor Loan to be upon such terms and conditions as the LP, acting by and through its General Partner, approves, such approval to be conclusively evidenced by its execution and delivery of such documents evidencing and/or securing the repayment of the Sponsor Loan (the "Sponsor Loan Documents" together with the Seller Loan Documents, the Fee In Lieu Loan Documents and the HACS Reserves Loan Documents, the "Loan Documents");

(g) Mortgage, pledge, assign, grant security interests in and otherwise transfer to Lender all real, personal or mixed property now or hereafter owned by this LP as collateral security for any and all liabilities of this LP to Lender, whenever and however arising, including, without limitation, the Loans, as Lender may require; as well as granting to Lender leasehold mortgages on the Property; collaterally assigning all rental income and leases in respect thereto; and granting to Lender a security interest in all personal property located at or comprising a part of the Project;

(h) For said purposes, execute and deliver to Lender the Loan Documents and any, if any, and all promissory notes, guaranties, environmental indemnities and other evidences of the LP's indebtedness or obligations to Lender, as well as any and all mortgages, security agreements, or financing statements and any other documents evidencing or securing the Loans as Lender may require in respect thereof, all in form and content satisfactory to Lender, and to make remittances and payments in respect thereof by checks, drafts or otherwise;

(g) Modify, supplement or amend any such Loans, Loan Documents, promissory notes, guaranties, mortgages, agreements, statements, documents and collateral security, from time to time; and

(h) Do all other acts deemed to be necessary, convenient or proper to carry out any of the foregoing.

FURTHER RESOLVED, that the General Partner, as such General Partner, be, and it hereby is, authorized and empowered to negotiate the terms of and to execute and deliver for itself and on behalf of the LP, the Loan Documents and each of the instruments, documents and agreements as may be necessary to consummate the foregoing transactions discussed above and closings relating thereto, and/or as may be necessary or convenient to carry out any of the foregoing resolutions and to complete all transactions required as part of same, all with such changes, and in such form, as the executing General Partner may in its sole discretion approve, the execution and delivery of each document to be conclusive evidence of the approval of the General Partner and the LP.

FURTHER RESOLVED, that the General Partner be, and it hereby is, authorized and empowered to negotiate the terms of and to execute and deliver for itself, each of the Loan

Documents and any and all instruments, documents and agreements as may be necessary to consummate the foregoing transactions discussed above and closings relating thereto or necessary to evidence or secure the Loans and/or as may be necessary or convenient to carry out any of the foregoing resolutions and to complete all transactions required as part of same, all with such changes, and in such form, as the executing General Partner may in its sole discretion approve, the execution and delivery of each document to be conclusive evidence of the approval of the General Partner and the LP.

FURTHER RESOLVED, that the General Partner, for itself and as General Partner of the LP, be, and it hereby is, authorized to do and perform all such further acts and things as may be necessary or convenient in order to consummate the transactions authorized in the foregoing resolutions or as otherwise required or contemplated in any and all approvals or commitments issued by Lender and any actions heretofore or hereafter taken by such officers in carrying out the purposes of these resolutions is confirmed, approved and ratified in all respects.

FURTHER RESOLVED, the officers of the General Partner, including, without limitation, Vincent Tufo, as Vice President of the General Partner, Jonathan Gottlieb as President of the General Partner, and each or any one or more of them, and any of their respective successors in office, or any other officer of the General Partner are hereby authorized and empowered, acting singly or together, on behalf of the General Partner, and, therefore, on behalf of the LP, to execute and deliver each of the Loan Documents and any and all notes, and other evidences of the LPs indebtedness, obligations and/or liabilities with respect to the foregoing, and to enter into financing, collateral, security and other agreements with Lender relating thereto, all in form and content satisfactory to Lender; to execute and deliver to Lender any modification, mortgage, pledge, assignment, and/or security agreement in respect to the same, upon such terms and conditions as the General Partner, acting through and by the officer or officers signing said documents, approves, such approval to be conclusively evidenced by such officer's or officers' execution and delivery of such documents, and to enter into any other agreements, certificates or affidavits with Lender for the purposes herein identified, all in form and content satisfactory to Lender; for said purposes, to cause the execution and delivery to them, any and all collection reports, schedules, financing statements, and other instruments in respect thereof, all in form and content satisfactory to Lender; to execute any modifications, assumption agreements, amendments, subordinations, or other documents that may hereafter be required of the LP by Lender; to execute any and all documents required to consummate the Ground Lease; and to do and perform all other acts and things deemed by such officer or officers to be necessary, convenient or proper to carry out any of the foregoing.

FURTHER RESOLVED, that the General Partner hereby ratifies and confirms all acts taken by the LP and/or General Partner, acting in its capacity as general partner of the LP, in connection with the Loans, irrespective of whether such acts were performed before or subsequent to the date of the adoption hereof.

FURTHER RESOLVED, that the General Partner hereby ratifies and confirms all acts taken by the General Partner, Vincent Tufo acting in his capacity as Vice President of the General Partner and/or Jonathan Gottlieb acting in his capacity as President of the General Partner, in connection with the Loans, irrespective of whether such acts were performed before or subsequent to the date of the adoption hereof.

THE UNDERSIGNED FURTHER CERTIFIES that the present officers of the General Partner and their respective specimen signatures are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Vincent Tufo	Vice President	_____
Jonathan Gottlieb	President	_____
Vincent Tufo	Secretary	_____
Jonathan Gottlieb	Assistant Secretary	_____

The above resolutions are hereby adopted by consent of the Board of Directors of the General Partner of the LP.

IN WITNESS WHEREOF, we have signed our names this 6th day of January, 2022.

BEING THE GENERAL PARTNER:

LHT4 HOUSING CORPORATION

By: _____
 Name: Jonathan Gottlieb
 Its: Assistant Secretary

Confirmed By:

 Name: Vincent Tufo
 Its: Secretary

LHT4 HOUSING CORPORATION

40 Clinton Avenue, Suite 101

Stamford, Connecticut 06901

Board Meeting Date: January 6, 2022

Resolution Number: 22-04

RESOLUTION

Subject: Authorize LHT4 Housing Corporation (LHT4HC) to adopt and authorize the Directors and Officers of LHT4HC to execute, deliver and act upon, the items attached as exhibits to this resolution, and to take other actions as necessary to close the CT Department of Housing financing of the Lawnhill Terrace Phase 4 development project and cause the project to be completed.

Background: LHT4HC is the General Partner of LHT4 Limited Partnership (LHT4LP). The resolution authorizes LHT4LP to accept the CT Department of Housing loan necessary to fund the proposed program of renovations. The resolution also authorizes LHT4LP to take such other actions as necessary to conclude the loan transaction. The items to be approved with the adoption of this resolution include the following, which are attached:

NOW, THEREFORE, BE IT RESOLVED, that:

The actions referenced in the attached Resolutions of LHT4 Housing Corporation As General Partner of LHT4 Limited Partnership be, and are approved, and Vincent Tufo, as Vice President, and Jonathan Gottlieb, as President, are authorized to negotiate and execute agreements and documents as necessary to complete the Lawnhill Terrace Phase 4 renovation project. This resolution shall take effect immediately

Jonathan Gottlieb
Submitting Resolution

Its President

LHT4 HOUSING CORPORATION
As General Partner of
LHT4 LIMITED PARTNERSHIP

RESOLUTIONS

The undersigned, being the Assistant Secretary of LHT4 Housing Corporation, a Connecticut corporation, general partner (the "General Partner") of LHT4 Limited Partnership (the "Partnership"), a Connecticut limited partnership, certifies to the State of Connecticut, Department of Housing ("DOH") that: (a) the authority for management of the General Partner and, accordingly, the Partnership is vested in the undersigned General Partner; and (b) the following is a true and correct copy of the resolutions duly adopted and ratified by the General Partner on behalf of the Partnership, in accordance with the laws of the State of Connecticut and the by-laws of the General Partner, and that such resolutions are and remain in full force and effect and have not been rescinded or modified.

RESOLUTIONS

RESOLVED, that the General Partner has the right and authority to bind the Partnership and is hereby authorized on behalf of itself and the Partnership to:

(a) Enter into a certain ground lease (the "Ground Lease") for certain premises located in Stamford, Connecticut, known as 31-97 Custer Street (odd only) (the "Property") and known as Lawnhill Terrace Phase 4 (the "Project") with the Housing Authority of the City of Stamford d/b/a Charter Oak Communities, and to enter into any and all agreements, documents or papers necessary in connection with the Partnership entering into the Ground Lease; and

(b) Obtain a Loan in the sum of up to ONE MILLION SIX HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED FIFTY-SEVEN and 0/100 Dollars (\$1,624,957.00) (the "Loan") from DOH, in accordance with and subject to the terms and conditions set forth in that certain Affordable Housing Assistance Agreement between the Partnership and DOH, such Loan to be further evidenced and/or secured by various other instruments required of the Partnership (and the General Partner), including, without limitation, a certain Mortgage Note and a certain Open End Construction Mortgage Deed, Security Agreement and Fixture Filing from the Partnership to DOH; and

(c) On behalf of the Partnership, obtain the Loan, upon such terms and conditions as the Partnership, acting by and through its General Partner approves, such approval to be conclusively evidenced by its execution and delivery of instruments evidencing and/or securing the repayment of the Loan; and

(d) On behalf of the Partnership, mortgage, pledge, assign, grant security interests in and otherwise transfer to DOH all real, personal or mixed property now or hereafter owned by the Partnership or in which the Partnership has an interest as collateral security for any and all liabilities of the Partnership to DOH, whenever and however arising, including, without

limitation, the Loan, as DOH may require; as well as granting to DOH a mortgage on the Project; filing all declarations relating to the Project as to its use and operation; and granting to DOH a security interest in all personal property located at or comprising a part of the Project; and

(e) For said purposes, execute and deliver to DOH any and all notes, declarations, guarantees, environmental indemnities and other evidences of the General Partner's and/or the Partnership's indebtedness or obligations to DOH, as well as any and all mortgages, security agreements, financing statements, assignments, low-income housing tax credit related documents and all other documents as DOH may require in respect thereto (collectively, the "Loan Documents"), all in form and content satisfactory to DOH, and to make remittances and payments in respect thereof by checks, drafts or otherwise; and

(f) Modify, supplement or amend any such Loan Documents and collateral security, from time to time; and

(g) Do all other acts deemed to be necessary, convenient or proper to carry out any of the foregoing.

FURTHER RESOLVED, that any notes, declarations, guarantees, mortgages, security agreements, financing statements, assignments, low-income housing tax credit related documents, other agreements or documents required to be delivered to DOH by the Partnership pursuant to or in connection with the Loan shall be signed on behalf of the Partnership by LHT4 Housing Corporation, as general partner of the Partnership; and it is

FURTHER RESOLVED, the General Partner on behalf of the Partnership, be, and it hereby is, authorized to do and perform all such further acts and things as may be necessary or convenient in order to consummate the transactions authorized in the foregoing resolutions or as otherwise required or contemplated in any and all approvals or commitments issued by DOH and any actions heretofore or hereafter taken by such officers in carrying out the purposes of these resolutions is confirmed, approved and ratified in all respects; and it is

FURTHER RESOLVED, the officers of the General Partner, and each or any one or more of them, including, without limitation, Jonathan Gottlieb, as President, and Vincent J. Tufo, as the Vice President of the General Partner, and Jonathan Gottlieb, and any of their respective successors in office, or any other officer of the General Partner are hereby authorized and empowered, acting singly or together, on behalf of the General Partner, and therefore on behalf of the Partnership, to execute and deliver notes, and other evidences of the Partnership's indebtedness, obligations and/or liabilities with respect to the foregoing, and to enter into financing, collateral, security, low-income housing tax credit related documents and other agreements with DOH relating thereto, all in form and content satisfactory to DOH; to execute and deliver to DOH any modification, mortgage, pledge, assignment, and/or security agreement in respect to the same, upon such terms and conditions as such officer or officers signing said documents, approves, such approval to be conclusively evidenced by such officer's or officers' execution and delivery of such documents, and to enter into the Loan Documents and any other agreements, certificates or affidavits with DOH for the purposes herein identified, all in form and content satisfactory to DOH; for said purposes, to cause the execution and delivery to them, any

and all collection reports, schedules, financing statements, and other instruments in respect thereof, all in form and content satisfactory to DOH; to execute any modifications, assumption agreements, amendments, subordinations, or other documents that may hereafter be required of the Partnership by DOH; and to do and perform all other acts and things deemed by such officer or officers to be necessary, convenient or proper to carry out any of the foregoing.

THE UNDERSIGNED FURTHER CERTIFIES that the present officers of the General Partner and their respective specimen signatures are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Vincent J. Tufo	Vice President	_____
Jonathan Gottlieb	President	_____
Vincent J. Tufo	Secretary	_____
Jonathan Gottlieb	Assistant Secretary	_____
Vincent J. Tufo	Treasurer	_____
Jonathan Gottlieb	Assistant Treasurer	_____

The above resolutions were duly passed and adopted by General Partner on January 6, 2022.

IN WITNESS WHEREOF, I have signed my name this ____ day of _____, 2022.

By: _____
Jonathan Gottlieb, Assistant Secretary