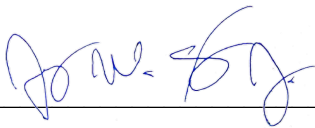


I, James Alexander, certify that I am the President of Mercy Housing South East, and that the foregoing resolution, attached hereto as Exhibit A, is a true copy of the Resolution adopted by the Board of Directors of the above mentioned Corporation at a meeting of said Board held on the aforementioned date, and that said Resolution is in full force and effect, and that the Board of Directors of said Corporation has, and at the time of the adoption of said Resolution, had full power and authority to act on behalf of this Corporation and to appoint the said officer(s) therein named who have full power and lawful authority to exercise the same.

Dated: 06/23/25

A handwritten signature in blue ink, appearing to read 'James Alexander', is written over a horizontal line.

James Alexander, President

Exhibit A

MERCY HOUSING SOUTH EAST PLAN FOR MATERIAL PARTICIPATION IN MHSE CLEMSON

MHSE Clemson, LLC, a South Carolina Limited Liability Company (the “**Company**”) formed for the purpose of acquiring, owning, developing, constructing, rehabilitating, leasing, managing, operating, and, if appropriate or desirable, selling or otherwise disposing of an affordable senior housing development, commonly known as MHSE Clemson (the “**Project**”), located in, Clemson, Pickens County, South Carolina. Mercy Housing South East will be sole managing member of the Company. Mercy Housing South East is a North Carolina nonprofit corporation authorize to transact business in South Carolina. Mercy Housing South East is tax exempt under Section 501(c)(3) of the Internal Revenue Code.

Mercy Housing South East will have a continuous, ongoing and material role in the development and operation of the Project throughout the tax credit compliance period. This material role will be safeguarded through both organizational structure of the Company and Mercy Housing South East’s contractual rights under the Operating Agreement and Development Agreement.

Organizational Structure and Contractual Rights in the Operating Agreement. With respect to the organization of the Company, the Operating Agreement requires that Mercy Housing South East, as a managing member, be involved in and responsible for all decisions involving the development, financing, design and management of the Project throughout the compliance period. Mercy Housing South East will be a managing member of the Company with a one hundred percent (100%) managing member interest. Accordingly, under the Operating Agreement, all matters requiring the consent of the managing members will require the consent of Mercy Housing South East.

Contractual Rights in the Development Agreement. Mercy Housing South East will materially participate in a variety of decisions related to the development and construction of the Project pursuant to the terms and conditions of a Development Agreement and receive a portion of the development fee (a portion of which will be deferred). Under the terms and conditions of the Development Agreement, Mercy Housing South East will participate in the selection of an architect, contractor, and major subcontractors and approve the final plans and specifications for the Project. Specifically, Mercy Housing South East, will:

- (a) Assist the Company in preparing an architectural program for the Project including, without limitation, the overall design of the Project, the configuration of apartment units and residential common areas, the types of services to offer to residential tenants and the facilities that should be made available to residential tenants (such as community rooms, parking areas, decks, gardens and the like).
- (b) Assist the Company in selecting, as applicable, construction managers, design/builders, contractors, architects, engineers, subcontractors and suppliers to design and construct the Project, and assist the Company in negotiating all construction, architectural and engineering contracts for the Project.

- (c) Assist the Company in obtaining and negotiating the terms of a construction loan for the Project.
- (d) Review and advise the Company regarding proposed construction budgets and schedules for the Project.
- (e) Establish and implement appropriate administrative and financial controls to assist the Company during the construction of the Project.
- (f) Review, evaluate and make recommendations with respect to all documents, correspondence, proposals, information, claims and requests the Company may receive in connection with construction of the Project.
- (g) Observe and inform the Company of the progress of construction and attend construction meetings.
- (h) Review and evaluate punch lists and inspect completed apartment units before they are turned over to the property manager for leasing.
- (i) Ensure that required certificates of occupancy are obtained upon the Project's completion.

Supervision of Management. Mercy Housing South East will materially participate in the operation of the Project through the selection and supervision of the management agent throughout the compliance period. Mercy Housing South East will also periodically review tenant files and inspect units to ensure compliance with all financing restrictions and all applicable federal and state laws.