

BUILDING BETTER PARTNERSHIPS, INC.

1455 Butte House Road
Yuba City, CA 95993
(530) 671-0220

June 8, 2023

TO: Gustavo Becerra
Tom Goodwin
Marco Cruz
Doug Lofton
Pattra Runge

Nevada County Board of Supervisors
Sutter County Board of Supervisors
Colusa County Board of Supervisors
Yuba County Board of Supervisors
City Council, Colusa
City Council, Yuba City
City Council, Live Oak
Brant Bordsen, Legal Counsel
Appeal Democrat
The Union

NOTICE OF SPECIAL MEETING June 20, 2023

You are hereby notified that the Building Better Partnerships, Inc. Special Board Meeting is scheduled for **Tuesday, June 20, 2023, at 2:00 PM at Regional Housing Authority, 1455 Butte House Road, Yuba City, CA 95993.**



Gustavo Becerra
President

BUILDING BETTER PARTNERSHIPS, INC.

Special Meeting of Board of Directors

Tuesday, June 20, 2023

2:00 PM

AGENDA

1. Call to order
2. Roll Call
 - Gustavo Becerra
 - Marco Cruz
 - Tom Goodwin
 - Pattra Runge
 - Doug Lofton
3. Public Participation: Members of the public shall be provided with an opportunity to address the Board of Directors on items of interest that are within the subject matter jurisdiction on the Board.
4. Approval of Minutes – September 27, 2022
5. Approval of Amended Bylaws
6. Revised Resolution 22-41 - Authorization to Submit an Application for No Place Like Home Competitive Allocation for Pacific Crest Commons, Truckee, CA
7. Resolution 23-47 – Resolution of the Member of Rancho Colus-BBP, LLC
8. Resolution 23-48 – Written Consent of the General Partners of Rancho Colus LP
9. Resolution 23-49 – Resolution of the Directors of Building Better Partnerships, Inc.
10. Director's Comments/Updates
11. Adjournment

BUILDING BETTER PARTNERSHIPS, INC.

Minutes

Special Board Meeting

September 27, 2022

1. Call to Order: President Gustavo Becerra called the meeting to order at 1455 Butte House Road, Yuba City, CA 95993 at 3:00 PM.
2. Roll Call: Board Members present were President Gustavo Becerra, Board Members Tom Goodwin, Pattra Runge, Doug Lofton and Marco Cruz.
3. Public Participation: None
4. Approval of Minutes – May 26, 2022: Board Member Cruz made a motion to approve the minutes of May 26, 2022, as submitted. Board Member Runge made the second. All were in favor by voice vote.
5. Revised Resolution 21-37 – Authorization to Participate in the Multifamily Housing Program Resolution for River Oaks Apartments, BBP: President Becerra explained this resolution is for the Plumas Lake Apartments. He stated the State requested a few changes, which are noted via track changes. Mr. Becerra also mentioned there is a difference Secretary from when the first resolution was approved.

Mr. Becerra stated the goal is to close the financing in November to begin work before the weather changes.

Board Member Lofton made a motion to approve Revised Resolution 21-37 – Authorization to Participate in the Multifamily Housing Program Resolution for River Oaks Apartments, BBP. Board Member Cruz made the second. The following roll call vote was taken:

Vote: Ayes: President Gustavo Becerra, Board Members Tom Goodwin,
Pattra Runge, Doug Lofton, and Marco Cruz

Nays: None

Abstain: None

Absent: None

6. Revised Resolution 21-38 – Authorization to Participate in the Multifamily Housing Program Resolution for River Oaks - BBP, LLC: President Becerra explained this resolution is for the Plumas Lake Apartments. He stated the State requested a few changes, which are noted via track changes. Mr. Becerra also mentioned there is a difference Secretary from when the first resolution was approved.

Mr. Becerra stated the goal is to close the financing in November to begin work before the weather changes.

Board Member Lofton made a motion to approve Revised Resolution 21-38 – Authorization to Participate in the Multifamily Housing Program Resolution for River Oaks – BBP, LLC. Board Member Cruz made the second. The following roll call vote was taken:

Vote: Ayes: President Gustavo Becerra, Board Members Tom Goodwin,
Pattra Runge, Doug Lofton, and Marco Cruz

Nays: None

Abstain: None

Absent: None

7. Resolution 22-46 – Recommend Approval of Authorizing Resolution for River Oaks Apartments: President Becerra explained this is to grant authorization to enter into all of the agreements for the project.

Board Member Runge made a motion to approve Resolution 22-46 – Approval of Authorizing Resolution for River Oaks Apartments. Board Member Lofton made the second. The following roll call vote was taken:

Vote: Ayes: President Gustavo Becerra, Board Members Tom Goodwin,
Pattra Runge, Doug Lofton, and Marco Cruz

Nays: None

Abstain: None

Absent: None

8. Director's Comments/Updates: Board Member Cruz stated he will be removing the previous Secretary from the bank signature cards and adding himself to them. He said he will be bringing a letter for ratification to add the Chief Financial Officer to the accounts. Mr. Cruz shared he is still waiting for the audit to be complete.
9. Adjournment: The meeting was adjourned at 3:09 PM.

BYLAWS
OF
BUILDING BETTER PARTNERSHIPS, INC.,
a California Nonprofit Public Benefit Corporation

ARTICLE I.
NAME

The name of this corporation is Building Better Partnerships, Inc. (the "Corporation").

ARTICLE II.
PRINCIPAL OFFICE

The principal office for the transaction of the business of the Corporation shall be located in Yuba City, California and shall be established by the Board of Directors (the "Board"). The Board is hereby granted full power and authority to change said principal office to another location.

ARTICLE III.
MEMBERS

The Corporation has no members.

ARTICLE IV.
DIRECTORS

Section 1. Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporations Law and any other applicable laws, the Corporation's activities and affairs shall be managed by, and all corporate powers shall be exercised under the direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers, to wit:

(a) Appoint and remove, at the pleasure of the Board, all the Corporation's officers, agents, and employees; prescribe powers and duties for them that are consistent with applicable law, the Corporation's Articles of Incorporation, and these Bylaws; and fix their compensation and require from them security for faithful performance of their duties.

(b) Change the principal office or the principal business office in California from one location to another; and designate any place within the State of California for the holding of any meeting or meetings.

(c) Adopt, make, and use a corporate seal; and alter the form of a corporate seal. Failure to have, use, or affix a seal shall not affect the validity of any action taken or documents executed by the Corporation.

(d) Borrow money and incur indebtedness on behalf of the Corporation, and to cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debts and securities.

(e) Construct, operate, maintain and improve, and buy, sell, convey, assign, mortgage or lease any real estate and personal property necessary and incident to the provision of housing for low-income persons.

Section 2. Number and Qualifications of Directors. The authorized number of Directors shall be five (5) until changed by amendment of the Articles of Incorporation or by a by-law duly adopted by the members of the Corporation amending this Section 2.

Said five (5) Directors shall be the persons holding the following offices: One (1) Director shall be the Executive Director of the Regional Housing (the "Authority"); three (3) Directors shall be members of the Regional Housing Authority management team; and one (1) Director shall be an Authority Commissioner.

Section 3. Vacancies. In the event an amendment to the bylaws to increase the number of Directors occurs, resulting vacancies shall be filled by a majority of the remaining Directors. A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation, or removal of any Director, or if the authorized number of Directors is increased.

Section 4. Meetings.

(a) Annual Meeting. The Annual Meeting of the Board shall be held on the regular meeting date in January, at which time the election of officers shall take place.

(b) Regular Meetings. Regular Meetings shall be held quarterly with time and place and date set by resolution of the Board.

(c) Special Meetings. Special meetings may be called by the President or at the request of a majority of the members of the Board, stating the purpose, time and place of the meeting.

- i. The only business transacted shall be limited to items and subjects set forth in the Notice of Special Meeting.
- ii. Written notice shall be given twenty-four (24) hours in advance of the meeting to each member of the Board, local newspapers of general circulation and radio or television station requesting such notice and to anyone filing a written request for notice. Notice of meetings shall comply in all respects with Section 54950 et seq., of the Government Code, known commonly as the Ralph M. Brown Act.

(d) Executive Sessions. Executive sessions may be held only for those purposes permitted by the Ralph M. Brown Act.

(e) Rules. All meetings shall be conducted in accordance with Robert's Rules of Order Revised.

(f) Conduct of Business. All meetings shall be public and shall follow an agenda prepared by the Secretary.

(g) Meetings and Rules.

- i. Written notices of meetings shall be sent at least 72 hours in advance of a regular meeting to all members of the Board.
- ii. Written notice of the meeting shall be posted at the principal office in a location accessible to the public.
- iii. Opportunity for discussion of all material mailed in advance shall be included in the agenda as shall opportunities for public comment.
- iv. The agenda of the regular meetings shall include minutes of the previous regular meeting. Minutes of all meetings shall be kept and filed with the Secretary.

(h) Quorum.

Three-fifths (3/5) of the Directors presently serving on the Board shall constitute a quorum for the purpose of conducting business in exercising its powers and for all other purposes.

~~Fifty percent (50%) plus one (1) of those currently appointed shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.~~

~~v.i.~~ v.i. Actions of the Board shall be by formal motion or resolution.

~~vi.ii.~~ vi.ii. Actions may be adopted by a simple majority of the Board.

~~vii.iii.~~ vii.iii. Each member of the Board shall have one (1) vote.

~~viii.iv.~~ viii.iv. Proxy votes shall not be permitted.

Section 5. Self-Dealing Transactions. The Board shall not approve a self-dealing transaction. A self-dealing transaction is one (a) to which the Corporation is a party and (b) in which one or more of the Directors has a material financial interest, either directly or because the transaction is between the Corporation and any entity in which one or more of the Corporation's Directors has a material financial interest.

Section 6. Standard of Care- General. A Director shall perform the duties of a Director, including duties as a member of any committee of the Board on which the Director

may serve, in good faith, in a manner such Director believes to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One (1) or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;
- (b) Counsel, independent accountants, or other persons as to matters which the Director believes to be within such person's professional or expert competence; or
- (c) A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, so long as in any such case, the Director acts in good faith, after reasonable inquiry when the need thereof is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

A person who performs the duties of a Director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a Director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which the Corporation, or assets held by it, are dedicated.

Section 7. Standard of Care - Investments. Except with respect to assets held for use or used directly in carrying out this Corporation's charitable activities, in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the Corporation's investments, the Board shall avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the Corporation's capital. The provisions of Section 7 of these Bylaws shall apply to this Section.

ARTICLE V. OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, Vice President, Secretary, and Treasurer. The Corporation may also have at the Board's discretion, one (1) or more Vice Presidents, one (1) or more Assistant Secretaries, one (1) or more Assistant Treasurers, an Executive Director, or other officers as it sees fit. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the President.

Section 2. Election. The Board shall elect all officers of the Corporation for terms of three (3) years or until their successors are elected and qualified.

Section 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board.

Section 4. Removal of Officers. Any officer may be removed with or without cause by the Board at any time.

Section 5. Resignation of Officers. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and, unless otherwise specified in the notice, the resignation need not be accepted to be effective.

Section 6. President. The President shall have general supervision, direction, and control of the business and affairs of the Corporation. The President shall have those powers authorized by the Board and shall be responsible for managing the business of the Corporation, executing agreements and legal documents authorized by the Board or authorized by the Bylaws, supervising staff and consultants, and carrying out other activities necessary or beneficial to the Corporation. He or she shall preside at all meetings of the members and Directors and shall have such other powers and duties as may be prescribed from time to time by the Board.

Section 7. Vice President. In the absence or disability of the President, the Vice President shall perform all the duties of the President and in so acting shall have all the powers of the President. The Vice President shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

Section 8. Secretary. The Secretary shall keep a full and complete record of the proceedings of the Board, shall keep the Seal of the Corporation, if any, and affix it to such papers and instruments as may be required in the regular course of business; shall give or cause to be given notice of all meetings of the Board and of committees of the Board required by these Bylaws to be given; shall supervise the keeping of the records of the Corporation, and shall perform such other duties of the office as prescribed by the Board.

Section 9. Treasurer. The Treasurer shall receive and safely keep all funds of the Corporation and deposit them in the bank or banks that may be designated by the Board. Those funds shall be paid out only on checks of the Corporation signed by such officers as may be designated by the Board as authorized to sign them. The Treasurer shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

ARTICLE VI. MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Corporation shall end each year on March 31.

Section 2. Contracts. The Board, except as in the Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contracts or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or

confined to specific instances; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 3. Voting Security. The President, or the Vice President and the Secretary, or such other officers as the Board may select of the Corporation, shall have all rights incident to any and all voting securities of any other corporation. The authority granted in these Bylaws to the officers to vote or represent the Corporation arising from any voting securities held by the Corporation in any other corporation or corporations may be exercised either by the officers in person or by any person authorized so to do by proxy or power of attorney duly executed by the officers.

Section 4. Construction and Definition. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the California General Nonprofit Corporations law shall govern the construction of these Bylaws.

Section 5. Indemnification. The Corporation shall indemnify its Directors, officers, employees, and agents, including persons formerly occupying any such position, to the fullest extent permitted by law, against all expenses, judgments, fines and other amounts actually and reasonably incurred by them in connection with any threatened, pending or completed action or proceeding, whether it is civil, criminal, administrative or investigative.

In all cases where indemnification is sought, the Corporation shall be subject to the following restrictions and requirements:

(a) Where the action or proceeding is brought on behalf of the Corporation or involves self-dealing transactions, as defined in Article IV, Section 5 of these Bylaws, the Corporation shall not indemnify against amounts paid in settlement or judgment amounts, but shall, upon the express authorization of the Board, indemnify the Director, officer, employee or agent against expenses incurred in defense of an action arising from his or her relation to the Corporation. To indemnify in such cases the Board must find the person met the statutorily prescribed standard of care by acting (1) in good faith, (2) in the best interests of the Corporation, and (3) with the care of an ordinarily prudent person.

(b) Where the person seeking indemnification under this section has been held liable to the Corporation or has settled his or her liability to the Corporation, the Corporation shall not indemnify against expenses without the approval of the court or the Attorney General.

(c) The Board shall determine whether the person seeking indemnification has acted in accordance with the standard of care set forth in subsection A. of this section by a majority vote of a quorum consisting of disinterested Directors. The termination of any proceeding in a manner adverse to the defendant seeking indemnification shall not create a presumption that such person failed to meet the standard of care.

(d) Where the person seeking indemnification has been successful on the merits in defense of any action or proceeding brought on behalf of the Corporation or in defense

of any claim or issue involved in such action or proceeding, the Corporation shall indemnify against all expenses actually or reasonably incurred.

(e) The Corporation shall not advance any money to the person seeking indemnification for the purpose of defending against any action or proceeding without the receipt of an undertaking by such person to repay all advances unless it is ultimately determined that he or she is entitled to indemnification.

Section 6. Insurance. The Board may adopt a resolution authorizing the purchase of insurance on behalf of any Director, officer, employee or agent of the Corporation against any liability asserted against or incurred by the Director, officer, employee or agent in such capacity or arising out of the Director's, officer's, employee's or agent's status as such, whether or not this Corporation would have the power to indemnify the Director, officer, employee, or agent against that liability under law; except, the Corporation may not purchase insurance to protect self-dealing Directors (as defined in Article IV, Section 5 of these Bylaws) from liability.

Section 7. Reports to Directors. The President shall furnish a written report at the first regular meeting of the fiscal year to all Directors of the Corporation containing the following information:

(a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

(c) The revenue or receipts of the Corporation both unrestricted and restricted for particular purposes, for the fiscal year;

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes during the fiscal year.

The President must furnish a written report to all Directors that lists any transaction during the prior fiscal year involving One Thousand Dollars (\$1,000) or more between the Corporation or a subsidiary and any Director or officer of the Corporation or a subsidiary. The report must disclose the name of the Director or officer and the person's relationship to the Corporation, the nature of such person's interest in the transaction and, where practicable, the amount of such interest. The President must also furnish an annual written report to all Directors disclosing the amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the prior fiscal year to any officer or Director of the Corporation.

Section 8. Amendment of Bylaws and Articles. The Bylaws or Articles may be amended or repealed and new Bylaws or Articles adopted by the vote of a majority of all the Directors of the Board. Amended or newly adopted Bylaws shall take effect immediately.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Building Better Partnerships, Inc.
2. That the foregoing bylaws constitute the bylaws of said Corporation as duly adopted at a meeting of the Board of Directors thereof duly held on January 10, 2022.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the Seal of said Corporation this 21⁰~~th~~ day of ~~June~~January 2022.

Secretary

REVISED
RESOLUTION 22-41

**RESOLUTION OF THE BOARD OF DIRECTORS OF
BUILDING BETTER PARTNERSHIPS, INC.**

NO PLACE LIKE HOME: COMPETITIVE ALLOCATION

PROJECT: PACIFIC CREST COMMONS, TRUCKEE, CA

A majority of the directors of Building Better Partnerships, Inc., a California non-profit public benefit corporation (the "Corporation"), hereby consent to, adopt and ratify the following resolutions:

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability, for Round 4 funds dated October 29, 2021, as may be amended from time to time, ("NOFA") under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of a minimum of \$486 million in Competitive Allocation funds under the NPLH Program; and

WHEREAS, the Corporation is an Applicant within the meaning of Section 101(c) of the NPLH Program Guidelines, enacted in 2020 ("Guidelines");

WHEREAS, the Corporation is authorized to do business in the State of California, and it is in the Corporation's best interests to act as the manager of a to-be-formed California limited liability company (the "LLC"), who will act as the Managing General Partner of a to-be-formed California limited partnership (the "Borrower"); and

WHEREAS, the Corporation is authorized and directed to submit an application in response to the NOFA on its own behalf and as the manager of the LLC, who will act as the Managing General Partner of Borrower.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation does hereby determine and declare as follows:

SECTION 1. That the Corporation is hereby authorized and directed to borrow an amount not to exceed \$20 million in competitive NPLH Program funds (the "NPLH Loan").

SECTION 2. That in connection with the NPLH Loan, the Corporation, on its own behalf and as the manager of the LLC as Managing General Partner of the Borrower, is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the NPLH Loan, the Corporation's obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement, a capitalized operating subsidy reserve agreement and any and all other documents required or deemed necessary or appropriate by the Department

as security for, evidence of or pertaining to the NPLH Loan, and all amendments thereto (collectively, the "NPLH Loan Documents").

SECTION 3. Corporation acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and the Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. NPLH Loan funds are to be used for the allowable expenditures, uses, and activities identified in the Standard Agreement.

SECTION 4. That Gustavo Becerra, President, is hereby authorized to execute the NPLH Loan Documents, and any amendments or modifications thereto, on behalf of the Corporation for itself and as manager of the LLC as Managing General Partner of the Borrower.

SECTION 5. That this resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 24th day of June, 20223, by the following vote:

AYES: ~~President Gustavo Becerra, Directors Marco Cruz, and Tom Goodwin~~

NAYS: NONE

ABSTAINED: NONE

ABSENT: ~~Directors Doug Lofton and Rebecca Flores~~

CERTIFICATE OF THE SECRETARY

The undersigned, Secretary of the Corporation, does hereby attest and certify that the foregoing is a true, full and correct copy of a resolution of the Corporation's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, repealed, rescinded, or annulled.

DATE: _____

Rebecca FloresPattra Runge, Secretary

BUILDING BETTER PARTNERSHIPS, INC.

1455 Butte House Road
Yuba City, CA 95993
(530) 671-0220

RESOLUTION 23-47 Resolution of the Member of Rancho Colus-BBP, LLC

The undersigned, being the sole member (the "Member") of Rancho Colus-BBP, LLC, a California limited liability company (the "Company"), does hereby consent to and adopt the following resolutions:

WHEREAS, the Company and SHG Rancho Colus LLC, a California limited liability company (the "Co-General Partner") serve as the managing general partner and co-general partner, respectively of the Partnership;

WHEREAS, Sage Housing Group LLC, a California limited liability company ("Sage") is the sole member of the Co-General Partner;

WHEREAS, the Partnership has been formed to construct, own and operate an affordable housing project located in Colusa, California known as Rancho Colus (the "Project");

WHEREAS, the Partnership is governed by that certain Agreement of Limited Partnership of the Partnership dated as of August 1, 2022 (the "Partnership Agreement");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that California Municipal Finance Authority ("CMFA") provide a tax-exempt construction loan in the approximate principal amount of up to \$11,600,000.00 funded with proceeds from the issuance of tax-exempt private activity bonds to finance the construction, development and operation of the Project (the "Construction Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that Bellwether Enterprise Real Estate Capital ("BWE") provide a permanent loan in the approximate principal amount of up to \$1,670,000.00 funded with proceeds from the issuance of tax-exempt private activity bonds and a funding loan utilizing the United States Department of Agriculture ("USDA") Rural Housing Service Section 538 Guaranty program to finance the construction, development and operation of the Project (the "Permanent Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that Regional Housing Authority, a California public body corporate and politic (the "Authority") provide a loan of capital funds in the amount of up to \$857,189.00 to finance the construction, development and operation of the Project (the "Authority Loan");

WHEREAS, in connection with the construction, development and operation of the Project,

the Partnership has requested that the Authority sell the property on which the Project will be built to the Partnership for a price of \$400,000.00 provide a loan for the full amount of the purchase price to finance the construction, development and operation of the Project (the "Authority Land Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that the Authority provide a loan of reserve funds in the amount of up to \$500,000.00 to finance the construction, development and operation of the Project (the "Authority Reserve Funds Loan");

WHEREAS, in connection with the construction development of the Project, the Partnership has requested that the Authority provide a construction bridge loan in the amount of up to \$3,562,172.00 to finance the construction and development of the Project (the "Authority Bridge Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that the California Department of Housing and Community Development ("HCD") provide a loan of No Place Like Home program funds in the amount of up to \$3,562,172 to finance the construction, development and operation of the Project (the "NPLH Loan");

WHEREAS, in connection with the sale of the property on which the Project will be built to the Partnership the Company shall enter into certain agreements with the Authority among others (the "Transfer Documents");

WHEREAS, in connection with the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Funds Loan, the Authority Bridge Loan and the NPLH Loan the Company shall enter into certain agreements with CMFA, BWE, USDA, HCD and the Authority among others (the "Financing Documents");

WHEREAS, the Company wishes to cause Wincopin Circle LLLP, a Maryland limited liability limited partnership (the "Investor") to be admitted to the Partnership as limited partner;

WHEREAS, in consideration of the admission of the Investor to the Partnership, the Investor will make certain capital contributions to the Partnership pursuant to the terms of a First Amended and Restated Agreement of Limited Partnership by and between the Company as managing general partner, the Co-General Partner, as co-general partner, the Investor, as the limited partner and Member (the "Withdrawing Limited Partner"), as the withdrawing limited partner and certain additional documents associated therewith, (collectively the "Partnership Documents");

WHEREAS, the Company wishes to take such actions under the Transfer Documents, Financing Documents and Partnership Documents, as are necessary to cause the Partnership to develop, construct, and operate the Project;

WHEREAS, the Company, on its own behalf and as managing general partner of the

Partnership, deems it to be in the best interests of the Company to take all actions to facilitate (i) the development, construction, and operation of the Project, (ii) the sale of the property on which the Project will be constructed to the Partnership, (iii) the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Funds Loan, the Authority Bridge Loan and the NPLH Loan to the Partnership, (iv) the admission of the Investor to the Partnership, and (v) the withdrawal of the Withdrawing Limited Partner from the Partnership, including, without limitation, entering into any and all agreements with the Partnership, CMFA, BWE, USDA, HCD, the Investor, the Co-General Partner, Sage, the Member and/or any other person or entity as may be necessary or convenient to cause (i) the development, construction, and operation of the Project, (ii) the sale of the property on which the Project will be constructed to the Partnership, (iii) the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Funds Loan, the Authority Bridge Loan and the NPLH Loan to the Partnership, (iv) the admission of the Investor to the Partnership, and (v) the withdrawal of the Withdrawing Limited Partner from the Partnership; and

WHEREAS, the Company, on its own behalf and as managing general partner of the Partnership, wishes to enter into any and all documents, including, without limitation, the Transfer Documents, the Financing Documents and the Partnership Documents, as may be necessary or convenient to facilitate (i) the development, construction, and operation of the Project, (ii) the sale of the property on which the Project will be constructed to the Partnership, (iii) the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Funds Loan, the Authority Bridge Loan and the NPLH Loan to the Partnership, (iv) the admission of the Investor to the Partnership, and (v) the withdrawal of the Withdrawing Limited Partner from the Partnership.

NOW, THEREFORE, BE IT RESOLVED that the Company, on its own behalf and as managing general partner of the Partnership, is hereby authorized, empowered and directed, for its own account, to take such actions set forth above, including, but not limited to, execution of the Transfer Documents, Financing Documents and the Partnership Documents to which it is a party, and take such further actions, and to execute such additional documents and instruments, as the Company may deem necessary or appropriate in connection with the matters authorized in the foregoing resolutions, and the signature of Gustavo Becerra, President of the Member on any document or instrument, including but not limited to, the Transfer Documents, Financing Documents and the Partnership Documents to which the Company or the Partnership is a party, or the performance of any such actions, shall be conclusive evidence of the Company's authority to take such actions or execute such document or instrument by the Company on its own behalf or as managing general partner of the Partnership;

RESOLVED FURTHER, that the Company, on its own behalf and as managing general partner of the Partnership, is hereby authorized, empowered and directed to enter into any and all documents, including, without limitation, the Transfer Documents, Financing Documents and the Partnership Documents to which it is a party, as may be required or requested by the Partnership, CMFA, BWE, USDA, HCD, the Authority, the Investor, the Co-General Partner, Sage, the Member and/or any other person or entity to cause or facilitate (i) the development, construction, and operation of the Project, (ii) the sale of the property on which the Project will be constructed to the Partnership, (iii) the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Funds Loan, the Authority Bridge Loan and

the NPLH Loan to the Partnership, (iv) the admission of the Investor to the Partnership, and (v) the withdrawal of the Withdrawing Limited Partner from the Partnership;

RESOLVED FURTHER, that any and all resolutions previously adopted by the Company regarding the subject matter herein are superseded by the resolutions herein and any and all acts heretofore taken by the Company in connection with the matters authorized by the foregoing resolutions or in connection with the transaction described herein are hereby ratified, confirmed, adopted and approved by the Member of the Company;

RESOLVED FURTHER, that the execution of any and all documents and instruments related to the purposes and intent of the foregoing resolutions by the Company shall be conclusive evidence of the approval thereof by the Company; and

RESOLVED FURTHER, that any third party receiving a duly executed copy or a facsimile of these resolutions may rely on the foregoing resolutions, unless and until revoked by the Member, and that the revocation of the foregoing resolutions shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation shall have been received by such third party.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned Member of the Company adopted this Resolution as of the 20th day of June 2023.

Building Better Partnerships, Inc.,
a California nonprofit public benefit corporation

By: _____
Gustavo Becerra
Its: President

BUILDING BETTER PARTNERSHIPS, INC.

1455 Butte House Road
Yuba City, CA 95993
(530) 671-0220

RESOLUTION 23-48 Written Consent of the General Partners of Rancho Colus LP

The undersigned, being all of the general partners of Rancho Colus LP, a California limited partnership (the "Partnership"), do hereby consent to and adopt the following resolutions:

WHEREAS, SHG Rancho Colus LLC, a California limited liability (the "Co-General Partner") and Rancho Colus-BBP, LLC, a California limited liability company (the "Managing General Partner" and collectively with the Co-General Partner the "General Partners") serve as the co-general partner and managing general partner, respectively of the Partnership;

WHEREAS, Sage Housing Group, LLC, a California limited liability company ("Sage") is the sole member of the Co-General Partner and Building Better Partnerships, Inc., a California nonprofit public benefit corporation ("BBP") is the sole member of the managing general partner;

WHEREAS, the Partnership has been formed to construct, own and operate an affordable housing project located in Colusa, California known as Rancho Colus (the "Project");

WHEREAS, the Partnership is governed by that certain Agreement of Limited Partnership of the Partnership dated as of August 1, 2022 (the "Partnership Agreement");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that California Municipal Finance Authority ("CMFA") provide a tax-exempt construction loan in the approximate principal amount of up to \$11,600,000.00 funded with proceeds from the issuance of tax-exempt private activity bonds to finance the construction, development and operation of the Project (the "Construction Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that Bellwether Enterprise Real Estate Capital ("BWE") provide a permanent loan in the approximate principal amount of up to \$1,670,000.00 funded with proceeds from the issuance of tax-exempt private activity bonds and a funding loan utilizing the United States Department of Agriculture ("USDA") Rural Housing Service Section 538 Guaranty program to finance the construction, development and operation of the Project (the "Permanent Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that Regional Housing Authority, a California public body corporate and politic (the "Authority") provide a loan of capital funds in the amount of up to \$857,189.00 to finance the construction, development and operation of the Project (the "Authority Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that the Authority sell the property on which the Project will be built to the Partnership for a price of \$400,000.00 provide a loan for the full amount of the purchase price to finance the construction, development and operation of the Project (the "Authority Land Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that the Authority provide a loan of reserve funds in the amount of up to \$500,000.00 to finance the construction, development and operation of the Project (the "Authority Reserve Fund Loan");

WHEREAS, in connection with the construction and development of the Project, the Partnership has requested that the Authority provide a construction bridge loan in the amount of up to \$3,562,172.00 to finance the construction and development of the Project (the "Authority Bridge Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that the California Department of Housing and Community Development ("HCD") provide a loan of No Place Like Home program funds in the amount of up to \$3,562,172 to finance the construction, development and operation of the Project (the "NPLH Loan");

WHEREAS, in connection with the sale of the property on which the Project will be built to the Partnership the Partnership shall enter into certain agreements with the Authority among others (the "Transfer Documents");

WHEREAS, in connection with the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Fund Loan, the Authority Bridge Loan and the NPLH Loan the Partnership shall enter into certain agreements with CMFA, BWE, USDA, HCD and the Authority among others (the "Financing Documents");

WHEREAS, the Partnership wishes to cause Wincopin Circle LLLP, a Maryland limited liability limited partnership (the "Investor") to be admitted to the Partnership as limited partner;

WHEREAS, in consideration of the admission of the Investor to the Partnership, the Investor will make certain capital contributions to the Partnership pursuant to the terms of a First Amended and Restated Agreement of Limited Partnership by and between the Co-General Partner as co-general partner, the Managing General Partner, as managing general partner, the Investor, as the limited partner and BBP (the "Withdrawing Limited Partner"), as the withdrawing limited partner and certain additional documents associated therewith, (collectively the "Partnership Documents");

WHEREAS, the Partnership wishes to take such actions under the Transfer Documents, Financing Documents and Partnership Documents, as are necessary to cause the Partnership to develop, construct, and operate the Project;

WHEREAS, the Partnership, on its own behalf, deems it to be in the best interests of the Partnership to take all actions to facilitate (i) the development, construction, and operation of the Project, (ii) the sale of the property on which the Project will be constructed to the Partnership, (iii) the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Fund Loan, the Authority Bridge Loan and the NPLH Loan to the Partnership, (iv) the admission of the Investor to the Partnership, and (v) the withdrawal of the Withdrawing Limited Partner from the Partnership, including, without limitation, entering into any and all agreements with CMFA, BWE, USDA, HCD, the Investor, the General Partners, Sage, BBP and/or any other person or entity as may be necessary or convenient to cause (i) the development, construction, and operation of the Project, (ii) the sale of the property on which the Project will be constructed to the Partnership, (iii) the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Fund Loan, the Authority Bridge Loan and the NPLH Loan to the Partnership, (iv) the admission of the Investor to the Partnership, and (v) the withdrawal of the Withdrawing Limited Partner from the Partnership; and

WHEREAS, the Partnership wishes to enter into any and all documents, including, without limitation, the Transfer Documents, the Financing Documents and the Partnership Documents, as may be necessary or convenient to facilitate (i) the development, construction, and operation of the Project, (ii) the sale of the property on which the Project will be constructed to the Partnership, (iii) the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Fund Loan, the Authority Bridge Loan and the NPLH Loan to the Partnership, (iv) the admission of the Investor to the Partnership, and (v) the withdrawal of the Withdrawing Limited Partner from the Partnership.

NOW, THEREFORE, BE IT RESOLVED that the Partnership is hereby authorized, empowered and directed, for its own account, to take such actions set forth above, including, but not limited to, execution of the Transfer Documents, Financing Documents and the Partnership Documents to which it is a party, and take such further actions, and to execute such additional documents and instruments, as the Partnership may deem necessary or appropriate in connection with the matters authorized in the foregoing resolutions, and the signatures of Gustavo Becerra, President of BBP, sole managing member of the Managing General Partner and Luke Watkins, managing member of Sage, managing member of the Co-General Partner on any document or instrument, including but not limited to, the Transfer Documents, Financing Documents and the Partnership Documents to which the Partnership is a party, or the performance of any such actions, shall be conclusive evidence of the Partnership's authority to take such actions or execute such document or instrument on behalf of the Partnership;

RESOLVED FURTHER, that the Partnership is hereby authorized, empowered and directed to enter into any and all documents, including, without limitation, the Transfer Documents, Financing Documents and the Partnership Documents to which it is a party, as may be required or requested by CMFA, BWE, USDA, HCD, the Authority, the Investor, the General Partners, Sage, BBP and/or any other person or entity to cause or facilitate (i) the development, construction, and operation of the Project, (ii) the sale of the property on which the Project will be constructed to the Partnership, (iii) the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Fund Loan, the Authority Bridge Loan and the NPLH Loan to the Partnership, (iv) the admission of the Investor to the Partnership, and (v) the

withdrawal of the Withdrawing Limited Partner from the Partnership;

RESOLVED FURTHER, that any and all resolutions previously adopted by the Partnership regarding the subject matter herein are superseded by the resolutions herein and any and all acts heretofore taken by the Partnership in connection with the matters authorized by the foregoing resolutions or in connection with the transaction described herein are hereby ratified, confirmed, adopted and approved by the General Partners of the Partnership;

RESOLVED FURTHER, that the execution of any and all documents and instruments related to the purposes and intent of the foregoing resolutions by the Partnership shall be conclusive evidence of the approval thereof by the Partnership; and

RESOLVED FURTHER, that any third party receiving a duly executed copy or a facsimile of these resolutions may rely on the foregoing resolutions, unless and until revoked by the General Partners of the Partnership, and that the revocation of the foregoing resolutions shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation shall have been received by such third party.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned General Partners of the Partnership have executed this Written Consent as of the 20th day of June 2023.

Rancho Colus-BBP, LLC,
a California limited liability company

By: Building Better Partnerships, Inc.,
a California nonprofit public benefit corporation
Its: Sole Managing Member

By: _____
Gustavo Becerra
Its: President

SHG Rancho Colus LLC,
a California limited liability company

By: Sage Housing Group LLC,
a California limited liability company
Its: Managing Member

By: _____
Luke Watkins
Its: Managing Member

BUILDING BETTER PARTNERSHIPS, INC.

1455 Butte House Road
Yuba City, CA 95993
(530) 671-0220

RESOLUTION 23-49 Resolution of the Directors of Building Better Partnerships, Inc.

The undersigned, being the directors (the "Directors") of Building Better Partnerships, Inc., a California nonprofit public benefit corporation (the "Corporation"), do hereby consent to and adopt the following resolutions:

WHEREAS, the Corporation is the sole managing member of Rancho Colus-BBP, LLC, a California limited liability company (the "Managing General Partner") which services as the managing general partner of Rancho Colus LP, a California limited partnership (the "Partnership");

WHEREAS, SHG Rancho Colus LLC, a California limited liability company (the "Co-General Partner") serves as the co-general partner of the Partnership and the Managing General Partner and Co-General Partner are all of the general partners of the Partnership;

WHEREAS, Sage Housing Group LLC, a California limited liability company ("Sage") is the sole member of the Co-General Partner;

WHEREAS, the Partnership has been formed to construct, own and operate an affordable housing project located in Colusa, California known as Rancho Colus (the "Project");

WHEREAS, the Partnership is governed by that certain Agreement of Limited Partnership of the Partnership dated as of August 1, 2022 (the "Partnership Agreement");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that California Municipal Finance Authority ("CMFA") provide a tax-exempt construction loan in the approximate principal amount of up to \$11,600,000.00 funded with proceeds from the issuance of tax-exempt private activity bonds to finance the construction, development and operation of the Project (the "Construction Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that Bellwether Enterprise Real Estate Capital ("BWE") provide a permanent loan in the approximate principal amount of up to \$1,670,000.00 funded with proceeds from the issuance of tax-exempt private activity bonds and a funding loan utilizing the United States Department of Agriculture ("USDA") Rural Housing Service Section 538 Guaranty program to finance the construction, development and operation of the Project (the "Permanent Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that Regional Housing Authority, a California public body corporate

and politic (the "Authority") provide a loan of capital funds in the amount of up to \$857,189.00 to finance the construction, development and operation of the Project (the "Authority Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that the Authority sell the property on which the Project will be built to the Partnership for a price of \$400,000.00 provide a loan for the full amount of the purchase price to finance the construction, development and operation of the Project (the "Authority Land Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that the Authority provide a loan of reserve funds in the amount of up to \$500,000.00 to finance the construction, development and operation of the Project (the "Authority Reserve Funds Loan");

WHEREAS, in connection with the construction and development of the Project, the Partnership has requested that the Authority provide a construction bridge loan in the amount of up to \$3,562,172.00 to finance the construction and development of the Project (the "Authority Reserve Funds Loan");

WHEREAS, in connection with the construction, development and operation of the Project, the Partnership has requested that the California Department of Housing and Community Development ("HCD") provide a loan of No Place Like Home program funds in the amount of up to \$3,562,172 to finance the construction, development and operation of the Project (the "NPLH Loan");

WHEREAS, in connection with the sale of the property on which the Project will be built to the Partnership the Corporation shall enter into certain agreements with the Authority among others (the "Transfer Documents");

WHEREAS, in connection with the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Funds Loan, the Authority Bridge Loan and the NPLH Loan the Corporation shall enter into certain agreements with CMFA, BWE, USDA, HCD and the Authority among others (the "Financing Documents");

WHEREAS, the Corporation wishes to cause Wincopin Circle LLLP, a Maryland limited liability limited partnership (the "Investor") to be admitted to the Partnership as limited partner;

WHEREAS, in consideration of the admission of the Investor to the Partnership, the Investor will make certain capital contributions to the Partnership pursuant to the terms of a First Amended and Restated Agreement of Limited Partnership by and between the Managing General Partner, as managing general partner, the Co-General Partner, as co-general partner, the Investor, as the limited partner and the Corporation as the withdrawing limited partner and certain additional documents associated therewith, (collectively the "Partnership Documents");

WHEREAS, the Corporation wishes to take such actions under the Transfer Documents, Financing Documents and Partnership Documents, as are necessary to cause the Partnership to

develop, construct, and operate the Project;

WHEREAS, the Corporation, on its own behalf and as the sole managing member of the Managing General Partner of the Partnership, deems it to be in the best interests of the Corporation to take all actions to facilitate (i) the development, construction, and operation of the Project, (ii) the sale of the property on which the Project will be constructed to the Partnership, (iii) the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Fund Loan, the Authority Bridge Loan and the NPLH Loan to the Partnership, (iv) the admission of the Investor to the Partnership, and (v) the withdrawal of the Corporation from the Partnership as limited partner, including, without limitation, entering into any and all agreements with the Partnership, CMFA, BWE, USDA, HCD, the Investor, the Co-General Partner, the Managing General Partner, Sage and/or any other person or entity as may be necessary or convenient to cause (i) the development, construction, and operation of the Project, (ii) the sale of the property on which the Project will be constructed to the Partnership, (iii) the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Fund Loan, the Authority Bridge Loan and the NPLH Loan to the Partnership, (iv) the admission of the Investor to the Partnership, and (v) the withdrawal of the Corporation from the Partnership as limited partner; and

WHEREAS, the Corporation, on its own behalf and as the sole managing member of the Managing General Partner of the Partnership, wishes to enter into any and all documents, including, without limitation, the Transfer Documents, the Financing Documents and the Partnership Documents, as may be necessary or convenient to facilitate (i) the development, construction, and operation of the Project, (ii) the sale of the property on which the Project will be constructed to the Partnership, (iii) the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Fund Loan, the Authority Bridge Loan and the NPLH Loan to the Partnership, (iv) the admission of the Investor to the Partnership, and (v) the withdrawal of the Corporation from the Partnership as limited partner.

NOW, THEREFORE, BE IT RESOLVED that the Corporation, on its own behalf and as the sole managing member of the Managing General Partner of the Partnership, is hereby authorized, empowered and directed, for its own account and as the sole managing member of the Managing General Partner, to take such actions set forth above, including, but not limited to, execution of the Transfer Documents, Financing Documents and the Partnership Documents to which it is a party, and take such further actions, and to execute such additional documents and instruments, as the Corporation may deem necessary or appropriate in connection with the matters authorized in the foregoing resolutions, and the signature of Gustavo Becerra, President of the Corporation on any document or instrument, including but not limited to, the Transfer Documents, Financing Documents and the Partnership Documents to which the Corporation, the Managing General Partner or the Partnership is a party, or the performance of any such actions, shall be conclusive evidence of the Corporation's authority to take such actions or execute such document or instrument by the Corporation on its own behalf or as the sole managing member of the Managing General Partner of the Partnership;

RESOLVED FURTHER, that the Corporation, on its own behalf and as the sole managing member of the Managing General Partner of the Partnership, is hereby authorized, empowered and

directed to enter into any and all documents, including, without limitation, the Transfer Documents, Financing Documents and the Partnership Documents to which it is a party, as may be required or requested by the Partnership, CMFA, BWE, USDA, HCD, the Authority, the Investor, the Co-General Partner, the Managing General Partner, Sage and/or any other person or entity to cause or facilitate (i) the development, construction, and operation of the Project, (ii) the sale of the property on which the Project will be constructed to the Partnership, (iii) the making of the Construction Loan, the Permanent Loan, the Authority Loan, the Authority Land Loan, the Authority Reserve Fund Loan, the Authority Bridge Loan and the NPLH Loan to the Partnership, (iv) the admission of the Investor to the Partnership, and (v) the withdrawal of the Corporation from the Partnership as limited partner;

RESOLVED FURTHER, that any and all resolutions previously adopted by the Corporation regarding the subject matter herein are superseded by the resolutions herein and any and all acts heretofore taken by the Corporation in connection with the matters authorized by the foregoing resolutions or in connection with the transaction described herein are hereby ratified, confirmed, adopted and approved by the Directors of the Corporation;

RESOLVED FURTHER, that the execution of any and all documents and instruments related to the purposes and intent of the foregoing resolutions by the Corporation shall be conclusive evidence of the approval thereof by the Corporation; and

RESOLVED FURTHER, that any third party receiving a duly executed copy or a facsimile of these resolutions may rely on the foregoing resolutions, unless and until revoked by the Directors, and that the revocation of the foregoing resolutions shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation shall have been received by such third party.

[Signatures on Following Page]

This resolution is presented at a Regular Meeting of the Board of Directors, passed and adopted this 20th day of June, 2023 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST: _____

CERTIFICATION

I, Pattra Runge, Secretary of Building Better Partnerships, Inc. created and existing under the laws of the State of California, do hereby certify and declare that the foregoing is a full, true and correct copy of the resolutions duly passed and adopted by the Board of Directors of said corporation at a meeting of said Board duly and regularly called, noticed and held on May __, 2023, at which meeting a quorum of the Board of Directors was present and at which a majority of the Directors present voted in favor of said resolutions; that said resolutions are now in full force and effect; that there is no provision in the Articles of Incorporation or Bylaws of said corporation, or any shareholder agreement, limiting the power of the Board of Directors of said corporation to pass the foregoing resolutions and that such resolutions are in conformity with the provisions of said Articles of Incorporation and Bylaws; and that no approval by the shareholders of, or the outstanding shares of, said corporation is required with respect to the matters which are the subject of the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this 20th day of June 2023.

By: _____