#### **INDUCEMENT RESOLUTION (REBA)**

Whereas, the Development Authority of Fulton County ("DAFC") is duly constituted under the laws of Georgia; and

Whereas, in every case, it is the intention of the DAFC to develop opportunities for the public good and the general welfare of the citizens of Fulton County and the State of Georgia; and

**Whereas**, Cisco Systems, Inc. (the "Company") will be establishing a technology hub (the "Facility") to be located at 756 W Peachtree Street NW, Atlanta, Georgia; and

Whereas, the DAFC is considering the utilization of REBA Grant funding in an amount of **\$2,000,000** to offset the costs of furniture, fixtures and equipment purchased for the Facility at the project site in Fulton County, Georgia (the "Project"); and

**Whereas**, such Project will create both new and expanded opportunities for development of trade, commerce, industry and employment, and will be for the public good and welfare of Fulton County and the State of Georgia; and

Whereas, the Project will promote the general welfare of the State; and

Whereas, the Project will increase employment in the territorial area of the DAFC; and

Whereas, the direct object of DAFC's financing of the Project is to accomplish such public purposes; and

Whereas, the financing of the Project by DAFC is critical to inducing the Company to undertake the development of the facilities within the territorial area of the DAFC;

**Whereas**, the Company expects that the Project and the Facility will result in the addition of approximately 700 net-new full-time jobs with an average wage of \$117,962, plus benefits, once the Project and Facility are completed, and will involve a private investment of approximately \$41,500,000.

[Remainder of Page left Blank Intentionally]

**Now, therefore**, be it resolved by the DAFC that the execution and delivery of all necessary documents (including, but not limited to a Memorandum of Agreement, Performance and Accountability Agreement and Lease) are hereby authorized in order to seek and utilize REBA assistance from the State of Georgia as a necessary funding component for this Project which otherwise would not be located in the State of Georgia.

Adopted this 17<sup>th</sup> day of May, 2022.

### DEVELOPMENT AUTHORITY OF FULTON COUNTY

By:\_\_\_\_\_

Chairman

Attest:

Secretary

### RESOLUTION OF THE DEVELOPMENT AUTHORITY OF FULTON COUNTY ACKNOWLEDGING AND APPROVING, <u>INTER ALIA</u>, THE ASSIGNMENT OF A LEASEHOLD INTEREST IN THE ASCENT MIDTOWN PROJECT; THE ASSUMPTION BY THE ASSIGNEE OF ALL THE OBLIGATIONS AND RESPONSIBILITIES OF LESSEE UNDER THE RELATED LEASE AND CERTAIN BOND DOCUMENTS; AND CERTAIN OTHER RELATED MATTERS

WHEREAS, the Development Authority of Fulton County (the "Authority") has heretofore authorized the issuance of not more than \$43,000,000 of its Taxable Revenue Bonds (Ascent Midtown Project), Series 2016 (the "Bonds"), to provide financing for the acquisition of certain land, and the acquisition, construction and equipping of certain improvements and related building fixtures and building equipment thereon for use as a hotel facility and an economic development project (the "Project") located in Fulton County, Georgia for the benefit of GS Midtown Hotel Owner, LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, in consideration of the issuance of the Bonds by the Authority, the Company and the Authority entered into a Lease Agreement, dated July 15, 2016 (the "*Lease Agreement*"), pursuant to the terms of which the Authority agreed to use the proceeds of the sale of the Bonds to finance the costs of the Project and to lease the Project to the Company (capitalized terms used herein and not otherwise defined shall have the definitions set forth in the Lease Agreement); and

WHEREAS, the Bonds were issued under an Indenture of Trust, dated as of July 1, 2016 (the "*Indenture*") between the Authority and Synovus Bank, as trustee (the "*Trustee*") and were purchased by the Company under and pursuant to a Bond Purchase Agreement, dated as of July 1, 2016 (the "*Bond Purchase Agreement*") between the Authority and the Company and are now registered in the name of the Company; and

WHEREAS, in connection with the issuance of the Bonds to the Company (i) the Authority and the Trustee entered into that certain Home Office Payment Agreement dated as of July 1, 2016 (the "Original Home Office Payment Agreement"), (ii) the Company entered into that certain Guaranty Agreement dated as of July 1, 2016 (the "Guaranty Agreement") in favor of the Trustee and under which the Company guaranteed the payment of the principal of, premium, if any, and interest on the Bonds, and (iii) the Company, the Authority and the Fulton County Board of Assessors entered into that certain Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest (the "Tax MOU") dated as of April 7, 2016; and

WHEREAS, the Company desires to transfer all of the Company's interest in the Project, the Lease Agreement and certain related documents to PHG Acquisitions, LLC, a Georgia limited liability company, or an affiliate thereof (the "*Assignee*"); and

WHEREAS, pursuant to an Assignment, Assumption and Release Agreement (the "Assignment Agreement") among the Company, the Assignee, the Authority and the Trustee, the Company will assign to the Assignee all of its right, title and interest in the Lease Agreement, the Bond Purchase Agreement, the Guaranty Agreement, and the Tax MOU (collectively, the "Bond

*Documents*"), and the Assignee will expressly assume and agree in writing to perform all of the Company's obligations under the Bond Documents; and

WHEREAS, in connection with the assignment of the Company's interest in the Bond Documents, the Assignee has requested that the Authority execute a First Amendment to Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest ("*First Amendment*"), by and among the Company, the Assignee, the Authority and the Fulton County Board of Assessors; and

WHEREAS, in connection with the assignment of the Company's interest in the Bond Documents, the Assignee has requested that the Authority execute a Home Office Payment Agreement ("Home Office Payment Agreement"), by and among the Assignee, the Authority and the Trustee; and

NOW, THEREFORE, BE IT RESOLVED by the Authority, and it is hereby resolved by the authority of same as follows:

1. <u>Recitals</u>. The foregoing recitals are incorporated in the body of this Resolution by this reference.

2. <u>Acknowledgment and Approval of Assignment of the Leasehold Interest in the</u> <u>Project</u>. The assignment of the Company's leasehold interest in the Project and the Company's interest in the Bond Documents to the Assignee and the assumption by the Assignee of the Company's rights, duties and obligations under the Lease Agreement and other Bond Documents is hereby acknowledged and approved.

3. <u>Authorization of Assignment Agreement</u>. The execution, delivery and performance by the Authority of the Assignment Agreement are hereby approved, authorized and directed. The Chairman or Vice Chairman of the Authority (each, an "*Authorized Officer*") are hereby authorized, empowered and directed to execute, acknowledge and deliver the Assignment Agreement. The Assignment Agreement shall be in substantially the form attached hereto as **Exhibit A**, with such changes therein as may be deemed necessary by the Authorized Officer or Officers executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to such purposes. The execution of the Assignment Agreement, by one or more Authorized Officers shall constitute conclusive evidence that the Assignment Agreement and any and all changes thereto have been approved by the Authorized Officer or Authorized Officers executing the same approved by the Authorized Officer or Authorized Officers executing the same approved by the Authorized Officer or Authorized Officers executing the same approved by the Authorized Officer or Authorized Officers executing the same approved by the Authorized Officer or Authorized Officers executing the same approved by the Authorized Officer or Authorized Officers executing the same approved by the Authorized Officer or Authorized Officers executing the Assignment Agreement.

4. <u>Authorization of First Amendment</u>. The execution, delivery and performance by the Authority of the First Amendment are hereby approved, authorized and directed. Each Authorized Officer is hereby authorized, empowered and directed to execute, acknowledge and deliver the First Amendment. The First Amendment shall be in substantially the form attached hereto as <u>Exhibit B</u>, with such changes therein as may be deemed necessary by the Authorized Officer executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to

such purposes. The execution of the First Amendment, by one or more Authorized Officers shall constitute conclusive evidence that the First Amendment and any and all changes thereto have been approved by the Authorized Officer or Authorized Officers executing the First Amendment.

5. <u>Authorization of Home Office Payment Agreement</u>. The execution, delivery and performance by the Authority of the Home Office Payment Agreement are hereby approved, authorized and directed. Each Authorized Officer is hereby authorized, empowered and directed to execute, acknowledge and deliver the Home Office Payment Agreement. The Home Office Payment Agreement shall be in substantially the form attached hereto as **Exhibit C**, with such changes therein as may be deemed necessary by the Authorized Officer executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to such purposes. The execution of the Home Office Payment Agreement, by one or more Authorized Officers shall constitute conclusive evidence that the Home Office Payment Agreement and any and all changes thereto have been approved by the Authorized Officer or Authorized Officers executing the Home Office Payment Agreement.

6. <u>No Personal Liability</u>. No stipulation, obligation or agreement herein contained or contained in the documents hereinabove authorized shall be deemed to be a stipulation, obligation or agreement of any director, member, officer, agent or employee of the Authority in his or her individual capacity, and no such officer, member, director, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance or sale thereof.

7. General Authority. Each of the officers of the Authority is hereby authorized and directed to take any and all actions which any such officer deems to be necessary, appropriate or desirable in connection with the assignment and assumption of the Bond Documents as herein approved or as to otherwise enable the Authority to carry out the purposes and intent of this Resolution and the transactions contemplated, or to be performed by the Authority under the documents approved or authorized hereby, including, without limitation, the execution and delivery of any and all agreements, instruments, certificates, assignments, papers and documents as may be necessary or desirable in connection therewith, including, without limitation, agreements, instruments, certificates, assignments, papers and documents requested by the Assignee's mortgage lender; and any agreement, instrument, certificate, assignment, paper or document so executed and delivered or actions taken by any of such officers shall be conclusive evidence of his or her authority. The Secretary or any Assistant Secretary of the Authority be and hereby is authorized to attest the signature of any officer of the Authority and impress, imprint or otherwise affix the seal of the Authority on the Assignment Agreement, the First Amendment, the Home Office Payment Agreement or any other agreement, instrument, certificate, assignment, paper or document executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or any Assistant Secretary of the Authority or the Authority's seal on any agreements, instruments, certificates, assignments, papers or documents shall not affect the validity thereof or the enforceability of the Authority's obligations thereunder.

8. <u>Actions Ratified, Approved and Confirmed</u>. All acts and doings of the officers of the Authority which are in conformity with the purposes and intents of this Resolution and in the furtherance of the assignment of the Company's leasehold interest in the Project and the execution, delivery and performance of the documents hereinabove authorized shall be, and the same hereby are, in all respects ratified, approved and confirmed.

9. <u>Severability of Invalid Provisions</u>. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

10. <u>Repealing Clause</u>. All resolutions or parts thereof of the Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

11. <u>Effective Date</u>. This Resolution shall take effect immediately upon its adoption.

12. <u>Reporting.</u> A copy of this Resolution may be furnished to the Company, the Assignee, or any other party as evidence of the acknowledgement by the Authority of the assignment of the Company's leasehold interest in the Project to the Assignee and the approval of the related documents referenced herein.

ADOPTED this 17<sup>th</sup> day of May, 2022.

## DEVELOPMENT AUTHORITY OF FULTON COUNTY

By:\_\_\_\_\_ Michel M. Turpeau, Chairman

(SEAL)

Attest:

Secretary

# EXHIBIT A

# ASSIGNMENT AGREEMENT

[Attached.]

# EXHIBIT B

## FIRST AMENDMENT

[Attached.]

# EXHIBIT C

# HOME OFFICE PAYMENT AGREEMENT

[Attached.]

#### SECRETARY'S CERTIFICATE

The undersigned, Secretary of the Development Authority of Fulton County (the "*Authority*"), does hereby certify that the foregoing constitutes a true and correct copy of a resolution acknowledging the transfer of the leasehold interest in a certain project, which was duly adopted on May 17, 2022 by the members of the Authority in a meeting duly called and assembled, whether in person or via videoconference/teleconference, which meeting was open to the public and at which a quorum was present and acting throughout, that all public notices of such meeting and the agenda therefor required by any sunshine law to be given were duly given, that the original of said resolution appears of record in the minute book of the Authority which is in my custody and control, and that the same has not been amended or repealed.

Due to concerns surrounding the spread of COVID-19 in Fulton County and nearby communities, President Biden's National Emergency Concerning Coronavirus Disease 2019 (COVID-19) Pandemic, and the Authority's finding that COVID-19 conditions continue to exist in Fulton County, members of the public were provided simultaneous access to the meeting by having an opportunity to join via videoconference/teleconference. Any members of the Authority unable to attend in person due to COVID-19 precautions and related conditions not conducive to in-person appearance were provided an opportunity to join via videoconference/teleconference/teleconference/teleconference in compliance with O.C.G.A. § 50-14-1(g).

Given under my hand and the seal of the Development Authority of Fulton County, this the 17<sup>th</sup> day of May, 2022.

Secretary

(S E A L)

### RESOLUTION OF THE DEVELOPMENT AUTHORITY OF FULTON COUNTY ACKNOWLEDGING AND APPROVING, <u>INTER ALIA</u>, THE ASSIGNMENT OF A LEASEHOLD INTEREST IN A CERTAIN PROJECT AND THE ASSUMPTION OF ALL THE OBLIGATIONS AND RESPONSIBILITIES TO THE ISSUER OF THE ASSIGNOR BY THE ASSIGNEE, AND THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the Development Authority of Fulton County (the "Issuer") has heretofore authorized the issuance of its Taxable Revenue Bonds (Vesta Adams Park, LLC Project), Series 2019 (the "Bonds"), in an aggregate principal amount not to exceed \$30,000,000, to provide financing for a capital project in Fulton County, Georgia (the "Project"), as more fully described in the below-defined Lease, for the benefit of Vesta Adams Park, LLC, a Virginia limited liability company (the "Current Company");

WHEREAS, in consideration of the issuance of the Bonds by the Issuer, the Current Company and the Issuer entered into a Lease Agreement, dated for purposes of reference as of December 1, 2019, and a related Short Form Lease Agreement of even date therewith and recorded on December 21, 2020 in the Fulton County, Georgia real estate records in Deed Book 62839, page 238 (collectively, the "Lease"), pursuant to the terms of which the Issuer agreed to use the proceeds of the sale of the Bonds to finance the costs of the Project and to lease the Project to the Current Company (capitalized terms used herein and not otherwise defined shall have the definitions set forth in the Lease);

WHEREAS, the Current Company desires to assign its leasehold interest in the Project to Brentwood Investment Group, LLC, a Georgia limited liability company, or an affiliate thereof, and SDGA Adams Park, LLC, a Georgia limited liability company, or an affiliate thereof, as tenants-in-common (together, the "New Company"), and the New Company desires to assume the leasehold interest of the Current Company in the Project;

**WHEREAS** the Current Company desires to assign its right, title and interest in the Bond Documents (as defined in the below-described Assignment) to the New Company pursuant to the Assignment, and the New Company desires to assume all obligations and responsibilities to the Issuer of the Current Company under the Bond Documents pursuant to the Assignment;

**WHEREAS**, Section 9.1 of the Lease provides that the Current Company may assign its interest in the Lease with the consent of (i) the Issuer and (ii) the Trustee or the owners of a majority in principal amount of the Bonds outstanding, provided that the Lease may only be assigned to a Person that is also the Holder of the Bonds, so at all times the lessee under the Lease and the Holder of the Bonds will be the same Person (except for a pledge of the Lease as permitted therein);

**WHEREAS**, the New Company has provided written materials to the Issuer describing the commercial real estate management experience of the New Company and its affiliates;

WHEREAS, pursuant to an Assignment, Assumption and Release Agreement (the "Assignment"), between the Current Company and the New Company, to be acknowledged,

agreed to and consented to by the Issuer and the Trustee, the Current Company will assign to the New Company all of its right, title and interest in the Bond Documents (as defined therein);

WHEREAS, attached hereto as Exhibit A is the proposed form of the Assignment;

**WHEREAS**, a condition of the Assignment is the execution and delivery of a Home Office Payment Agreement (the "**Home Office Payment Agreement**"), by and between the Trustee, the Issuer and the New Company, the proposed form of which is attached hereto as <u>Exhibit B</u>, pursuant to which the New Company, in its capacity as lessee, will agree, among other things, to pay directly to the New Company, in its capacity as purchaser of the Bonds, the moneys sufficient to provide for the payment of the debt service on the Bonds; and

WHEREAS, in connection with the Assignment, the Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest, dated as of December 5, 2019 (the "MOA"), by and between the Fulton County Board of Assessors (the "Assessors"), the Issuer, and the Current Company, will be amended pursuant to a First Amendment thereto (the "MOA Amendment"), by and between the Issuer, the Assessors, the Current Company, and the New Company, the proposed form of which is attached hereto as <u>Exhibit C</u>, pursuant to which the Issuer and the Assessors will acknowledge the transfer and assignment of all of the Current Company's right, title and interest under the MOA to the New Company.

**NOW, THEREFORE, BE IT RESOLVED** by the Issuer, and it is hereby resolved by the authority of same as follows:

1. <u>Acknowledgment and Approval of Assignment of the Leasehold Interest in the</u> <u>Project; Transfer and Assignment of Bonds</u>. The assignment of the leasehold interest in the Project by the Current Company to the New Company is hereby acknowledged and approved. The transfer and assignment of the Bonds by the Current Company to the New Company is hereby acknowledged and approved. The Chairman of the Issuer and counsel to the Issuer are hereby authorized and directed to review all documents in connection with the assignment of the Current Company's leasehold interest in the Project and the transfer and assignment of the Bonds in order to ensure that the New Company assumes all duties and responsibilities of the Current Company to the Issuer under the Bond and the Bond Documents.

2. <u>Authorization of Assignment</u>. The form, terms and provisions of the Assignment presented at this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Assignment were set out in this Resolution in its entirety. The Chairman and Secretary of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the Assignment. The Assignment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to such purposes. The execution of the Assignment shall constitute conclusive evidence that the Assignment and any and all changes thereto have been approved by the persons executing the Assignment.

**3.** <u>Leasehold Mortgage; Superior Security Document</u>. The Issuer shall execute an estoppel certificate pursuant to Section 13.13 of the Lease. Any Leasehold Mortgage or Superior Security Document contemplated pursuant to Section 3.5 of the Lease that requires the signature of the Issuer shall be subject to review and approval by the Chairman or Vice Chairman and Issuer's counsel.

4. <u>Authorization of Home Office Payment Agreement</u>. The form, terms and provisions of the Home Office Payment Agreement presented at this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Home Office Payment Agreement were set out in this Resolution in its entirety. The Chairman and Secretary of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the Home Office Payment Agreement. The execution of the Home Office Payment Agreement shall constitute conclusive evidence that the Home Office Payment Agreement has been approved by the persons executing the Home Office Payment Agreement.

**5.** <u>Authorization of MOA Amendment</u>. The form, terms and provisions of the MOA Amendment presented at this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the MOA Amendment were set out in this Resolution in its entirety. The Chairman of the Issuer is hereby authorized, empowered and directed to execute, acknowledge and deliver the MOA Amendment. The MOA Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to such purposes. The execution of the MOA Amendment shall constitute conclusive evidence that the MOA Amendment and any and all changes thereto have been approved by the person executing the MOA Amendment.

6. <u>No Personal Liability</u>. No stipulation, obligation or agreement herein contained or contained in the documents hereinabove authorized shall be deemed to be a stipulation, obligation or agreement of any director, officer, member, agent or employee of the Issuer in his or her individual capacity, and no such officer, member, director, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

7. <u>General Authority</u>. From and after the execution and delivery of the documents hereinabove authorized, the Chairman and Secretary of the Issuer and the proper officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents (*e.g.*, assignment documents and lender documents) and certificates as may be necessary or desirable in connection with the execution and delivery of the documents hereinabove authorized and to document compliance with any laws.

In the event that the Chairman or the Secretary of the Issuer is not available to review and/or execute the documents herein authorized, the Vice Chairman and the Assistant Secretary, if any, are hereby authorized to execute such documents.

8. <u>Actions Ratified, Approved and Confirmed</u>. All acts and doings of the officers of the Issuer which are in conformity with the purposes and intents of this Resolution and in the furtherance of the assignment of the Current Company's leasehold interest in the Project and the execution, delivery and performance of the documents hereinabove authorized shall be, and the same hereby are, in all respects ratified, approved and confirmed.

**9.** <u>Severability of Invalid Provisions</u>. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

**10.** <u>**Repealing Clause**</u>. All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

11. <u>Effective Date</u>. This Resolution shall take effect immediately upon its adoption.

**12.** <u>**Reporting**</u>. A copy of this resolution may be furnished to the New Company and any Lender or any other party as evidence of the acknowledgement by and consent of the Issuer of the assignment of the Current Company's leasehold interest in the Project to the New Company and the approval of the related documents.

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**ADOPTED** this 17<sup>th</sup> day of May, 2022.

### **DEVELOPMENT AUTHORITY OF FULTON COUNTY**

By: \_\_\_\_\_\_Chairman

ATTEST:

Secretary

[SEAL]

# EXHIBIT A

## FORM OF ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

[ATTACHED]

# EXHIBIT B

### FORM OF HOME OFFICE PAYMENT AGREEMENT

[ATTACHED]

### EXHIBIT C

### FORM OF FIRST AMENDMENT OF MEMORANDUM OF AGREEMENT REGARDING LEASE STRUCTURE AND VALUATION OF LEASEHOLD INTEREST

[ATTACHED]

#### SECRETARY'S CERTIFICATE

The undersigned Secretary of the Development Authority of Fulton County **DOES HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to the Development Authority of Fulton County Taxable Revenue Bonds (Vesta Adams Park, LLC Project), Series 2019, constitute a true and correct copy of the Resolution adopted on May 17, 2022, by a majority of the directors of the Issuer in a meeting duly called and assembled, whether in person or via videoconference and teleconference, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Resolution appears on record in the Minute Book of the Issuer which is in the undersigned's custody and control.

Due to concerns surrounding the spread of COVID-19 in Fulton County and nearby communities, President Biden's National Emergency Concerning Coronavirus Disease 2019 (COVID-19) Pandemic, and the Issuer's finding that COVID-19 conditions continue to exist in Fulton County, members of the public were provided simultaneous access to the meeting by having an opportunity to join via videoconference/teleconference. Any members of the Issuer unable to attend in person due to COVID-19 precautions and related conditions not conducive to in-person appearance were provided an opportunity to join via videoconference in compliance with O.C.G.A. § 50-14-1(g).

I do hereby further certify that all members of the Issuer were present at said meeting except the following members who were absent:

and that the Resolution was duly adopted by the following vote:

The following voted "Aye":	
The following voted "Nay":	,
The following Did Not Vote:	;

**WITNESS** my hand and seal of the Development Authority of Fulton County, this 17<sup>th</sup> day of May, 2022.

Secretary Development Authority of Fulton County

(SEAL)