

## RESOLUTION

WHEREAS, **GOAT FARM DEVELOPMENT LLC** or an affiliate (the “Company”) wishes to finance the development of (i) an approximately four-story, 200,000 square foot multifamily apartment building composed of approximately 240 residential rental units consisting of 40 studio units, 158 one-bedroom units, and 42 two-bedroom units, including affordable units; (ii) approximately 20,000 square feet of commercial art studio units composed of approximately 50 art studio units; and (iii) a surface parking lot with approximately 300 parking spaces to be located at 1200 Foster Street Northwest, Fulton County, Georgia (the “Project”) and wishes to have the **DEVELOPMENT AUTHORITY OF FULTON COUNTY** (the “Authority”) issue its taxable revenue bonds to provide financing for such purposes; and

WHEREAS, an Inducement Letter attached hereto has been presented to the Authority under the terms of which the Authority agrees, subject to the provisions of such Inducement Letter, to issue its revenue bonds for the aforementioned financing purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT AUTHORITY OF FULTON COUNTY:

1. That the Chairman or Vice Chairman of the Authority is hereby authorized to execute an Inducement Letter with the Company, in substantially the form attached hereto, or with such changes therein as shall be approved by the officers executing the same. The Authority expressly finds that the Project will further the Authority’s public purpose in furtherance of the development of trade, commerce, industry and employment opportunities as set forth in the Development Authorities Law of the State of Georgia (O.C.G.A. § 36-62-1, et seq.) and more specifically the Project is being approved under O.C.G.A. § 36-62-2(6)(N).

2. That the officers, employees and agents of the Authority are hereby authorized to take such further action as is necessary to carry out the intent and purpose of the Inducement Letter as executed and to cause its taxable revenue bonds to be issued upon the terms and conditions stated in the Inducement Letter, which is hereby made a part of this Resolution.

3. That the Authority finds, considers and declares that the issuance and sale of such revenue bonds for the purpose set forth in this Resolution will be appropriate and consistent with the objectives of the laws of the State of Georgia, and that the adoption of this Resolution is and constitutes the Authority's declaration of “official intent” (within the meaning of Treasury Regulation Section 1.150-2) toward the issuance of the revenue bonds referred to above.

*[Signatures on the following page.]*

Inducement Resolution – *Goat Farm Development LLC*

ADOPTED this 26<sup>th</sup> day of March, 2019.

[ S E A L ]

**DEVELOPMENT AUTHORITY OF FULTON COUNTY**

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

A T T E S T:

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

I hereby certify that I am the Secretary of the Development Authority of Fulton County, and that the foregoing is a true and correct copy of a Resolution duly adopted by said Authority at a duly held meeting.

This 26<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Secretary  
Development Authority of Fulton County

March 26, 2019

Goat Farm Development LLC  
1200 Foster Street NW  
Atlanta, Georgia 30318

Ladies and Gentlemen:

The Development Authority of Fulton County (the “Authority”) is informed that **GOAT FARM DEVELOPMENT LLC** or an affiliate (the “Company”) is considering financing the development of (i) an approximately four-story, 200,000 square foot multifamily apartment building composed of approximately 240 residential rental units consisting of 40 studio units, 158 one-bedroom units, and 42 two-bedroom units, including affordable units; (ii) approximately 20,000 square feet of commercial art studio units composed of approximately 50 art studio units; and (iii) a surface parking lot with approximately 300 parking spaces to be located at 1200 Foster Street Northwest, Fulton County, Georgia (the “Project”) and that the proposed project will permit the creation of approximately 7 to 8 full-time jobs and 100 to 150 construction jobs in Fulton County. It is our understanding that the availability of revenue bonds or similar financing in Fulton County for the purpose of facilitating the Project is a factor under consideration by the Company in connection with the feasibility of the Project.

As a result of our discussions with your officers and agents, the Authority has determined that its issuance of revenue bonds to assist the Company in financing the proposed Project will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities in Fulton County and promote the general welfare of the State of Georgia, and, therefore, by assisting the financing of the proposed Project, the Authority will be acting in furtherance of the public purpose for which it was created.

Accordingly, the Authority agrees to issue its revenue bonds, subject to the following terms and conditions:

1. The Authority will issue its taxable revenue bonds in the aggregate principal amount of no greater than \$55,000,000 (the “Bonds”) for the purpose of paying the costs of the planning and implementation of the proposed Project.
2. The terms of the Bonds (maturity schedule, interest rates, denominations, redemption provisions, etc.) will be determined by bond purchase contracts to be entered into between the Authority and the proposed purchaser or purchasers of the Bonds, subject to the approval of the Company.
3. Simultaneously with the delivery of the Bonds, at the option of the Company, the proposed project will either be leased or sold by the Authority to the Company or the Authority will loan the proceeds from the sale of the Bonds to the Company to enable it to plan and implement the proposed Project, and the terms and provisions of such lease agreement, agreement of sale or loan agreement (as the case may be) will be substantially in the form generally utilized in connection with such financial undertakings, as agreed upon by the Authority and the Company. Such lease agreement, agreement of sale or loan agreement as the case may be (hereinafter referred to as the “Basic Security Document”) will contain, in substance, the following provisions:



(a) The Basic Security Document will be dated contemporaneously with the Bonds to be issued by the Authority and the term of the Basic Security Document will coincide with the terms of the issued Bonds.

(b) The amounts payable under the Basic Security Document may be paid directly to a corporate trustee designated by the Company and approved by the Authority (the "Corporate Trustee") at such times and in such amounts as will be timely and sufficient to pay the principal of, redemption premium (if any) and the interest on the Bonds as the same become due and payable. The obligation of the Company to make all payments required under the Basic Security Document will be absolute and unconditional after the delivery of the Bonds.

(c) At the request of the Authority, the proceeds from the sale of the Bonds may be deposited in a construction fund to be held by the Corporate Trustee and disbursed pursuant to requisitions in accordance with the requirements of the Basic Security Document. During the construction period, moneys in the construction fund may be invested in obligations which represent legal investments for proceeds of the Bonds.

(d) The Company may be permitted to replace or substitute obsolete or worn out machinery, equipment and related personal property which constitutes part of the proposed Project or add additional machinery, equipment and related personal property as part of the Project.

(e) The Company will pay any taxes, assessments or utility charges which may be lawfully levied, assessed or charged upon the Company, the Authority, the proposed Project, or the payments under the Basic Security Document, if such taxes, assessments or charges would result in a lien or charge upon the proposed Project or the revenues of the Authority therefrom.

(f) Subject to such other additional requirements as may be set forth in the Basic Security Document, the Company will keep the proposed Project insured against loss or damage or perils generally insured against in comparable circumstances by industries similar to the Company, and will carry general commercial liability insurance covering personal injury, death, or property damage with respect to the proposed Project, but may, under certain limited circumstances be self-insured to the extent permitted in the Basic Security Document.

(g) The Basic Security Document will provide that in the performance of the covenants contained therein on the part of the Authority, any obligations it may incur for the payment of money will not be a general debt on its part or of Fulton County, but will be payable solely from the specific payments received under such Basic Security Document or from proceeds of the Bonds, insurance proceeds and condemnation awards.

(h) The Basic Security Document will contain covenants providing for the indemnification of the Authority and the individual members and officers thereof by the Company, and such other affiliated or related entity or person as may be reasonably requested by the Authority, as provided in item 9, below.

4. The Authority may enter into a trust indenture with the Corporate Trustee, and such trust indenture will pledge such loan agreement, and the amounts derived or derivable by or on behalf of the



Authority pursuant thereto, to the Corporate Trustee for the benefit of the bondholders, and the terms of such trust indenture shall be agreed upon by the Authority, the Company and the Corporate Trustee.

5. The Authority will assist in the prompt preparation of the Basic Security Document, the trust indenture, and any promissory note and will proceed with the validation of the Bonds in the Superior Court of Fulton County, Georgia. At the request of the Company, any agreement among the Company, the Authority and the Fulton County tax assessor will be included among the documents validated at such hearing.

6. Upon the delivery of the Bonds, the provisions of this proposal and the agreement resulting from its acceptance by the Company will have no further effect and, in the event of any inconsistency between the terms of this proposal and (as the case may be) the terms of the loan agreement, lease agreement, trust indenture, and any promissory note, the provisions of such loan agreement, lease agreement, trust indenture and any promissory note or any other security documents will control.

7. If for any reason the initial issuance of the Bonds are not delivered by one year from the date of execution of this letter, the provisions of this proposal and the agreement resulting from its acceptance by the Company will, at the option of either party as evidenced by written instrument, be canceled and neither party shall have any rights against the other and no third parties shall have any rights against either party except the Company will pay the out-of-pocket reasonable expenses of members of the Authority, Counsel for the Authority and Bond Counsel incurred in connection with the proposed Project and the proposed issuance of the Bonds, and will pay Counsel for the Authority and Bond Counsel reasonable fees for legal services related to the proposed Project and the proposed issuance of the Bonds.

8. Notwithstanding the foregoing, the Authority reserves the right to charge, and the Company agrees to pay, such reasonable expenses, including reasonable attorneys' fees incurred by the Authority, incurred in connection with the proposed Project, to the extent that the issuance of the Bonds therefor is significantly delayed. The Company will utilize Seyfarth Shaw LLP or engage other nationally recognized Bond Counsel as may be approved by Counsel for the Authority, which counsel shall be responsible for taxation or securities matters relating to the issuance of the Bonds.

9. The Company will hereby agree to indemnify, defend and hold the Authority and the individual members, directors, officers and agents thereof harmless against any loss or damage to property or any injury or death of any person or persons occurring in connection with the planning and implementation of the proposed Project, or against any liability whatsoever arising out of the Project or the agreement resulting from the Company's acceptance of this proposal other than as a result of the gross negligence or willful misconduct of any indemnified party (this "Agreement"). The Company also agrees to reimburse or otherwise pay on behalf of the Authority any and all reasonable expenses not hereinbefore mentioned incurred by the Authority in connection with the proposed Project. This indemnity shall be superseded by a similar indemnity in the Basic Security Document, and, if the Bonds are not issued and delivered, this indemnity shall survive the termination of this Agreement.

10. The rights and obligations of the Company hereunder may be assigned to and exercised by such person, firm or corporation as may be selected by the Company, and approved by the Authority.

11. The Company will pay the Authority upon the issuance of Bonds, a fee of one eighth of one percent (0.125%) of the bonds issued. Payment of such fee is contingent upon the issuance and sale of the Bonds.

12. All fees, including the fees and expenses of the Authority's legal counsel, will be paid at closing or, with the prior written permission of the Authority, within one week of closing.

13. The issuance of the Bonds is conditioned upon the Authority's approval of a final bond resolution incorporating such terms or conditions as the Authority, in its sole discretion, deems appropriate and the receipt of evidence satisfactory to the Authority that (i) if the Bonds are to be sold through a public offering, the Bonds must carry a rating, at a minimum, of investment grade, as determined by the Authority, and the Company will have sufficient revenues and financial ability to provide for payment of the principal of and interest on the Bonds as the same become due and payable or (ii) the Bonds have been offered only to, and are being placed in their entirety with, (x) the Company or an affiliate of the Company, or (y) an institutional investor or investors, with such knowledge and experience in financial and business matters that it or they are capable of evaluating the merits and risks of purchasing the Bonds, are able to bear the economic risk of purchasing the Bonds and are purchasing the Bonds for investment only.

14. It is the policy of the Authority that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or adoption of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority to evaluate compliance with this Policy.

15. Unless the Authority and the Company shall have entered into a memorandum of understanding with the Fulton County Board of Assessors (the "Assessors"), relating to the ad valorem taxation of the proposed Project, the Company will pay all ad valorem taxes with respect to the Project or the site thereof, as though it were the fee simple owner thereof regardless of the fact of any ownership interest of the Authority in the Project or the site thereof; provided, that the foregoing shall not preclude



the Company from asserting a claim for ad valorem tax exemption to which it would be entitled under the laws of the State of Georgia, as fee simple owner of the Project or the site thereof.

16. If applicable, the Authority will use its best efforts to assist the Company to enter into an agreement by and between the Assessors, the Authority and the Company establishing the valuation of the Company's interest in the Project.

If the foregoing proposal is satisfactory to you, you may so indicate by having the following acceptance executed by a duly authorized officer of the Company and returning a copy to the Authority. This proposal and your acceptance will then constitute an agreement in principle with respect to the matters herein contained as of the date hereof.

Yours very truly,

DEVELOPMENT AUTHORITY OF FULTON COUNTY

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

(SEAL)



**ACCEPTANCE OF INDUCEMENT LETTER AND RESOLUTION  
OF THE  
DEVELOPMENT AUTHORITY OF FULTON COUNTY**

The terms and conditions set out in the Inducement Letter, Inducement Resolution and Engagement Letter dated March 26, 2019, are hereby accepted.

**GOAT FARM DEVELOPMENT LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## RESOLUTION

WHEREAS, **POLLACK SHORES DEVELOPMENT LLC** or an affiliate (the “Company”) wishes to finance the development of a mixed-use project composed of approximately 270 multifamily units consisting of 41 studio apartments, 151 one-bedroom apartments, and 78 two-bedroom apartments, including affordable units, approximately 10,000 square feet of street level retail, approximately 103 for-sale townhomes, a surface parking lot, and approximately 244 parking spaces to be located at 72 Milton Avenue Southeast, Fulton County, Georgia (the “Project”) and wishes to have the **DEVELOPMENT AUTHORITY OF FULTON COUNTY** (the “Authority”) issue its taxable revenue bonds to provide financing for such purposes; and

WHEREAS, an Inducement Letter attached hereto has been presented to the Authority under the terms of which the Authority agrees, subject to the provisions of such Inducement Letter, to issue its revenue bonds for the aforementioned financing purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT AUTHORITY OF FULTON COUNTY:

1. That the Chairman or Vice Chairman of the Authority is hereby authorized to execute an Inducement Letter with the Company, in substantially the form attached hereto, or with such changes therein as shall be approved by the officers executing the same. The Authority expressly finds that the Project will further the Authority’s public purpose in furtherance of the development of trade, commerce, industry and employment opportunities as set forth in the Development Authorities Law of the State of Georgia (O.C.G.A. § 36-62-1, et seq.) and more specifically the Project is being approved under O.C.G.A. § 36-62-2(6)(N).
2. That the officers, employees and agents of the Authority are hereby authorized to take such further action as is necessary to carry out the intent and purpose of the Inducement Letter as executed and to cause its taxable revenue bonds to be issued upon the terms and conditions stated in the Inducement Letter, which is hereby made a part of this Resolution.
3. That the Authority finds, considers and declares that the issuance and sale of such revenue bonds for the purpose set forth in this Resolution will be appropriate and consistent with the objectives of the laws of the State of Georgia, and that the adoption of this Resolution is and constitutes the Authority's declaration of “official intent” (within the meaning of Treasury Regulation Section 1.150-2) toward the issuance of the revenue bonds referred to above.

ADOPTED this 26<sup>th</sup> day of March, 2019.

### DEVELOPMENT AUTHORITY OF FULTON COUNTY

[SEAL]

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

ATTEST:

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

Inducement Resolution – *Pollack Shores Development LLC*

I hereby certify that I am the Secretary of the Development Authority of Fulton County, and that the foregoing is a true and correct copy of a Resolution duly adopted by said Authority at a duly held meeting.

This 26<sup>th</sup> day of March, 2019.

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Secretary  
Development Authority of Fulton County



March 26, 2019

Pollack Shores Development LLC  
5605 Glenridge Drive  
Atlanta, Georgia 30342

Ladies and Gentlemen:

The Development Authority of Fulton County (the “Authority”) is informed that **POLLACK SHORES DEVELOPMENT LLC** or an affiliate (the “Company”) is considering financing the development of a mixed-use project composed of approximately 270 multifamily units consisting of 41 studio apartments, 151 one-bedroom apartments, and 78 two-bedroom apartments, including affordable units, approximately 10,000 square feet of street level retail, approximately 103 for-sale townhomes, a surface parking lot, and approximately 244 parking spaces to be located at 72 Milton Avenue Southeast, Fulton County, Georgia (the “Project”) and that the proposed project will permit the creation of approximately 8 full-time jobs, 15 part-time jobs, and 300 construction jobs in Fulton County. It is our understanding that the availability of revenue bonds or similar financing in Fulton County for the purpose of facilitating the Project is a factor under consideration by the Company in connection with the feasibility of the Project.

As a result of our discussions with your officers and agents, the Authority has determined that its issuance of revenue bonds to assist the Company in financing the proposed Project will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities in Fulton County and promote the general welfare of the State of Georgia, and, therefore, by assisting the financing of the proposed Project, the Authority will be acting in furtherance of the public purpose for which it was created.

Accordingly, the Authority agrees to issue its revenue bonds, subject to the following terms and conditions:

1. The Authority will issue its taxable revenue bonds in the aggregate principal amount of no greater than \$48,000,000 (the “Bonds”) for the purpose of paying the costs of the planning and implementation of the proposed Project.
2. The terms of the Bonds (maturity schedule, interest rates, denominations, redemption provisions, etc.) will be determined by bond purchase contracts to be entered into between the Authority and the proposed purchaser or purchasers of the Bonds, subject to the approval of the Company.
3. Simultaneously with the delivery of the Bonds, at the option of the Company, the proposed project will either be leased or sold by the Authority to the Company or the Authority will loan the proceeds from the sale of the Bonds to the Company to enable it to plan and implement the proposed Project, and the terms and provisions of such lease agreement, agreement of sale or loan agreement (as the case may be) will be substantially in the form generally utilized in connection with such financial undertakings, as agreed upon by the Authority and the Company. Such lease agreement, agreement of sale or loan agreement as the case may be (hereinafter referred to as the “Basic Security Document”) will contain, in substance, the following provisions:

(a) The Basic Security Document will be dated contemporaneously with the Bonds to be issued by the Authority and the term of the Basic Security Document will coincide with the terms of the issued Bonds.

(b) The amounts payable under the Basic Security Document may be paid directly to a corporate trustee designated by the Company and approved by the Authority (the "Corporate Trustee") at such times and in such amounts as will be timely and sufficient to pay the principal of, redemption premium (if any) and the interest on the Bonds as the same become due and payable. The obligation of the Company to make all payments required under the Basic Security Document will be absolute and unconditional after the delivery of the Bonds.

(c) At the request of the Authority, the proceeds from the sale of the Bonds may be deposited in a construction fund to be held by the Corporate Trustee and disbursed pursuant to requisitions in accordance with the requirements of the Basic Security Document. During the construction period, moneys in the construction fund may be invested in obligations which represent legal investments for proceeds of the Bonds.

(d) The Company may be permitted to replace or substitute obsolete or worn out machinery, equipment and related personal property which constitutes part of the proposed Project or add additional machinery, equipment and related personal property as part of the Project.

(e) The Company will pay any taxes, assessments or utility charges which may be lawfully levied, assessed or charged upon the Company, the Authority, the proposed Project, or the payments under the Basic Security Document, if such taxes, assessments or charges would result in a lien or charge upon the proposed Project or the revenues of the Authority therefrom.

(f) Subject to such other additional requirements as may be set forth in the Basic Security Document, the Company will keep the proposed Project insured against loss or damage or perils generally insured against in comparable circumstances by industries similar to the Company, and will carry general commercial liability insurance covering personal injury, death, or property damage with respect to the proposed Project, but may, under certain limited circumstances be self-insured to the extent permitted in the Basic Security Document.

(g) The Basic Security Document will provide that in the performance of the covenants contained therein on the part of the Authority, any obligations it may incur for the payment of money will not be a general debt on its part or of Fulton County, but will be payable solely from the specific payments received under such Basic Security Document or from proceeds of the Bonds, insurance proceeds and condemnation awards.

(h) The Basic Security Document will contain covenants providing for the indemnification of the Authority and the individual members and officers thereof by the Company, and such other affiliated or related entity or person as may be reasonably requested by the Authority, as provided in item 9, below.

4. The Authority may enter into a trust indenture with the Corporate Trustee, and such trust indenture will pledge such loan agreement, and the amounts derived or derivable by or on behalf of the



Authority pursuant thereto, to the Corporate Trustee for the benefit of the bondholders, and the terms of such trust indenture shall be agreed upon by the Authority, the Company and the Corporate Trustee.

5. The Authority will assist in the prompt preparation of the Basic Security Document, the trust indenture, and any promissory note and will proceed with the validation of the Bonds in the Superior Court of Fulton County, Georgia. At the request of the Company, any agreement among the Company, the Authority and the Fulton County tax assessor will be included among the documents validated at such hearing.

6. Upon the delivery of the Bonds, the provisions of this proposal and the agreement resulting from its acceptance by the Company will have no further effect and, in the event of any inconsistency between the terms of this proposal and (as the case may be) the terms of the loan agreement, lease agreement, trust indenture, and any promissory note, the provisions of such loan agreement, lease agreement, trust indenture and any promissory note or any other security documents will control.

7. If for any reason the initial issuance of the Bonds are not delivered by one year from the date of execution of this letter, the provisions of this proposal and the agreement resulting from its acceptance by the Company will, at the option of either party as evidenced by written instrument, be canceled and neither party shall have any rights against the other and no third parties shall have any rights against either party except the Company will pay the out-of-pocket reasonable expenses of members of the Authority, Counsel for the Authority and Bond Counsel incurred in connection with the proposed Project and the proposed issuance of the Bonds, and will pay Counsel for the Authority and Bond Counsel reasonable fees for legal services related to the proposed Project and the proposed issuance of the Bonds.

8. Notwithstanding the foregoing, the Authority reserves the right to charge, and the Company agrees to pay, such reasonable expenses, including reasonable attorneys' fees incurred by the Authority, incurred in connection with the proposed Project, to the extent that the issuance of the Bonds therefor is significantly delayed. The Company will utilize Seyfarth Shaw LLP or engage other nationally recognized Bond Counsel as may be approved by Counsel for the Authority, which counsel shall be responsible for taxation or securities matters relating to the issuance of the Bonds.

9. The Company will hereby agree to indemnify, defend and hold the Authority and the individual members, directors, officers and agents thereof harmless against any loss or damage to property or any injury or death of any person or persons occurring in connection with the planning and implementation of the proposed Project, or against any liability whatsoever arising out of the Project or the agreement resulting from the Company's acceptance of this proposal other than as a result of the gross negligence or willful misconduct of any indemnified party (this "Agreement"). The Company also agrees to reimburse or otherwise pay on behalf of the Authority any and all reasonable expenses not hereinbefore mentioned incurred by the Authority in connection with the proposed Project. This indemnity shall be superseded by a similar indemnity in the Basic Security Document, and, if the Bonds are not issued and delivered, this indemnity shall survive the termination of this Agreement.

10. The rights and obligations of the Company hereunder may be assigned to and exercised by such person, firm or corporation as may be selected by the Company, and approved by the Authority.



11. The Company will pay the Authority upon the issuance of Bonds, a fee of one eighth of one percent (0.125%) of the bonds issued. Payment of such fee is contingent upon the issuance and sale of the Bonds.

12. All fees, including the fees and expenses of the Authority's legal counsel, will be paid at closing or, with the prior written permission of the Authority, within one week of closing.

13. The issuance of the Bonds is conditioned upon the Authority's approval of a final bond resolution incorporating such terms or conditions as the Authority, in its sole discretion, deems appropriate and the receipt of evidence satisfactory to the Authority that (i) if the Bonds are to be sold through a public offering, the Bonds must carry a rating, at a minimum, of investment grade, as determined by the Authority, and the Company will have sufficient revenues and financial ability to provide for payment of the principal of and interest on the Bonds as the same become due and payable or (ii) the Bonds have been offered only to, and are being placed in their entirety with, (x) the Company or an affiliate of the Company, or (y) an institutional investor or investors, with such knowledge and experience in financial and business matters that it or they are capable of evaluating the merits and risks of purchasing the Bonds, are able to bear the economic risk of purchasing the Bonds and are purchasing the Bonds for investment only.

14. It is the policy of the Authority that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or adoption of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority to evaluate compliance with this Policy.

15. Unless the Authority and the Company shall have entered into a memorandum of understanding with the Fulton County Board of Assessors (the "Assessors"), relating to the ad valorem taxation of the proposed Project, the Company will pay all ad valorem taxes with respect to the Project or the site thereof, as though it were the fee simple owner thereof regardless of the fact of any ownership interest of the Authority in the Project or the site thereof; provided, that the foregoing shall not preclude

the Company from asserting a claim for ad valorem tax exemption to which it would be entitled under the laws of the State of Georgia, as fee simple owner of the Project or the site thereof.

16. If applicable, the Authority will use its best efforts to assist the Company to enter into an agreement by and between the Assessors, the Authority and the Company establishing the valuation of the Company's interest in the Project.

If the foregoing proposal is satisfactory to you, you may so indicate by having the following acceptance executed by a duly authorized officer of the Company and returning a copy to the Authority. This proposal and your acceptance will then constitute an agreement in principle with respect to the matters herein contained as of the date hereof.

Yours very truly,

DEVELOPMENT AUTHORITY OF FULTON COUNTY

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

(SEAL)

**ACCEPTANCE OF INDUCEMENT LETTER AND RESOLUTION  
OF THE  
DEVELOPMENT AUTHORITY OF FULTON COUNTY**

The terms and conditions set out in the Inducement Letter, Inducement Resolution and Engagement Letter dated March 26, 2019, are hereby accepted.

**POLLACK SHORES DEVELOPMENT LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## RESOLUTION

WHEREAS, **SOUTHERN POST, LLC** (the “Company”) wishes to finance the development of a mixed-use multifamily, retail and office project composed of approximately 51,000 square feet of retail/restaurant space, approximately 73,000 square feet of Class A loft office space, approximately 128 apartments and up to 16 flats/townhomes to be located on an approximately 4.2 acre site at 1023-1047 Alpharetta Street in the City of Roswell, Fulton County, Georgia (the “Project”) and wishes to have the **DEVELOPMENT AUTHORITY OF FULTON COUNTY** (the “Authority”) issue its taxable revenue bonds to provide financing for such purposes; and

WHEREAS, an Inducement Letter attached hereto has been presented to the Authority under the terms of which the Authority agrees, subject to the provisions of such Inducement Letter, to issue its revenue bonds for the aforementioned financing purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT AUTHORITY OF FULTON COUNTY:

1. That the Chairman or Vice Chairman of the Authority is hereby authorized to execute an Inducement Letter with the Company, in substantially the form attached hereto, or with such changes therein as shall be approved by the officers executing the same. The Authority expressly finds that the Project will further the Authority’s public purpose in furtherance of the development of trade, commerce, industry and employment opportunities as set forth in the Development Authorities Law of the State of Georgia (O.C.G.A. § 36-62-1, et seq.) and more specifically the Project is being approved under O.C.G.A. § 36-62-2(6)(N).

2. That the officers, employees and agents of the Authority are hereby authorized to take such further action as is necessary to carry out the intent and purpose of the Inducement Letter as executed and to cause its taxable revenue bonds to be issued upon the terms and conditions stated in the Inducement Letter, which is hereby made a part of this Resolution.

3. That the Authority finds, considers and declares that the issuance and sale of such revenue bonds for the purpose set forth in this Resolution will be appropriate and consistent with the objectives of the laws of the State of Georgia, and that the adoption of this Resolution is and constitutes the Authority's declaration of “official intent” (within the meaning of Treasury Regulation Section 1.150-2) toward the issuance of the revenue bonds referred to above.

ADOPTED this 26<sup>th</sup> day of March, 2019.

### DEVELOPMENT AUTHORITY OF FULTON COUNTY

[ S E A L ]

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

A T T E S T:

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

Inducement Resolution – *Southern Post, LLC*

I hereby certify that I am the Secretary of the Development Authority of Fulton County, and that the foregoing is a true and correct copy of a Resolution duly adopted by said Authority at a duly held meeting.

This 26<sup>th</sup> day of March, 2019.

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Secretary  
Development Authority of Fulton County

March 26, 2019

Southern Post, LLC  
c/o S.J. Collins Enterprises, LLC  
5 SW Broad Street  
Suite B  
Fairburn, Georgia 30213

Ladies and Gentlemen:

The Development Authority of Fulton County (the "Authority") is informed that **SOUTHERN POST, LLC** (the "Company") is considering financing the development of a mixed-use multifamily, retail and office project composed of approximately 51,000 square feet of retail/restaurant space, approximately 73,000 square feet of Class A loft office space, approximately 128 apartments and up to 16 flats/townhomes to be located on an approximately 4.2 acre site at 1023-1047 Alpharetta Street in the City of Roswell, Fulton County, Georgia (the "Project") and that the proposed project will permit the creation of approximately 542 full-time jobs and 409 construction jobs in Fulton County. It is our understanding that the availability of revenue bonds or similar financing in Fulton County for the purpose of facilitating the Project is a factor under consideration by the Company in connection with the feasibility of the Project.

As a result of our discussions with your officers and agents, the Authority has determined that its issuance of revenue bonds to assist the Company in financing the proposed Project will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities in Fulton County and promote the general welfare of the State of Georgia, and, therefore, by assisting the financing of the proposed Project, the Authority will be acting in furtherance of the public purpose for which it was created.

Accordingly, the Authority agrees to issue its revenue bonds, subject to the following terms and conditions:

1. The Authority will issue its taxable revenue bonds in the aggregate principal amount of no greater than \$75,000,000 (the "Bonds") for the purpose of paying the costs of the planning and implementation of the proposed Project.
2. The terms of the Bonds (maturity schedule, interest rates, denominations, redemption provisions, etc.) will be determined by bond purchase contracts to be entered into between the Authority and the proposed purchaser or purchasers of the Bonds, subject to the approval of the Company.
3. Simultaneously with the delivery of the Bonds, at the option of the Company, the proposed project will either be leased or sold by the Authority to the Company or the Authority will loan the proceeds from the sale of the Bonds to the Company to enable it to plan and implement the proposed Project, and the terms and provisions of such lease agreement, agreement of sale or loan agreement (as the case may be) will be substantially in the form generally utilized in connection with such financial undertakings, as agreed upon by the Authority and the Company. Such lease agreement, agreement of sale or loan agreement as the case may be (hereinafter referred to as the "Basic Security Document") will contain, in substance, the following provisions:



(a) The Basic Security Document will be dated contemporaneously with the Bonds to be issued by the Authority and the term of the Basic Security Document will coincide with the terms of the issued Bonds.

(b) The amounts payable under the Basic Security Document may be paid directly to a corporate trustee designated by the Company and approved by the Authority (the "Corporate Trustee") at such times and in such amounts as will be timely and sufficient to pay the principal of, redemption premium (if any) and the interest on the Bonds as the same become due and payable. The obligation of the Company to make all payments required under the Basic Security Document will be absolute and unconditional after the delivery of the Bonds.

(c) At the request of the Authority, the proceeds from the sale of the Bonds may be deposited in a construction fund to be held by the Corporate Trustee and disbursed pursuant to requisitions in accordance with the requirements of the Basic Security Document. During the construction period, moneys in the construction fund may be invested in obligations which represent legal investments for proceeds of the Bonds.

(d) The Company may be permitted to replace or substitute obsolete or worn out machinery, equipment and related personal property which constitutes part of the proposed Project or add additional machinery, equipment and related personal property as part of the Project.

(e) The Company will pay any taxes, assessments or utility charges which may be lawfully levied, assessed or charged upon the Company, the Authority, the proposed Project, or the payments under the Basic Security Document, if such taxes, assessments or charges would result in a lien or charge upon the proposed Project or the revenues of the Authority therefrom.

(f) Subject to such other additional requirements as may be set forth in the Basic Security Document, the Company will keep the proposed Project insured against loss or damage or perils generally insured against in comparable circumstances by industries similar to the Company, and will carry general commercial liability insurance covering personal injury, death, or property damage with respect to the proposed Project, but may, under certain limited circumstances be self-insured to the extent permitted in the Basic Security Document.

(g) The Basic Security Document will provide that in the performance of the covenants contained therein on the part of the Authority, any obligations it may incur for the payment of money will not be a general debt on its part or of Fulton County, but will be payable solely from the specific payments received under such Basic Security Document or from proceeds of the Bonds, insurance proceeds and condemnation awards.

(h) The Basic Security Document will contain covenants providing for the indemnification of the Authority and the individual members and officers thereof by the Company, and such other affiliated or related entity or person as may be reasonably requested by the Authority, as provided in item 9, below.

4. The Authority may enter into a trust indenture with the Corporate Trustee, and such trust indenture will pledge such loan agreement, and the amounts derived or derivable by or on behalf of the

Authority pursuant thereto, to the Corporate Trustee for the benefit of the bondholders, and the terms of such trust indenture shall be agreed upon by the Authority, the Company and the Corporate Trustee.

5. The Authority will assist in the prompt preparation of the Basic Security Document, the trust indenture, and any promissory note and will proceed with the validation of the Bonds in the Superior Court of Fulton County, Georgia. At the request of the Company, any agreement among the Company, the Authority and the Fulton County tax assessor will be included among the documents validated at such hearing.

6. Upon the delivery of the Bonds, the provisions of this proposal and the agreement resulting from its acceptance by the Company will have no further effect and, in the event of any inconsistency between the terms of this proposal and (as the case may be) the terms of the loan agreement, lease agreement, trust indenture, and any promissory note, the provisions of such loan agreement, lease agreement, trust indenture and any promissory note or any other security documents will control.

7. If for any reason the initial issuance of the Bonds are not delivered by one year from the date of execution of this letter, the provisions of this proposal and the agreement resulting from its acceptance by the Company will, at the option of either party as evidenced by written instrument, be canceled and neither party shall have any rights against the other and no third parties shall have any rights against either party except the Company will pay the out-of-pocket reasonable expenses of members of the Authority, Counsel for the Authority and Bond Counsel incurred in connection with the proposed Project and the proposed issuance of the Bonds, and will pay Counsel for the Authority and Bond Counsel reasonable fees for legal services related to the proposed Project and the proposed issuance of the Bonds.

8. Notwithstanding the foregoing, the Authority reserves the right to charge, and the Company agrees to pay, such reasonable expenses, including reasonable attorneys' fees incurred by the Authority, incurred in connection with the proposed Project, to the extent that the issuance of the Bonds therefor is significantly delayed. The Company will utilize Kutak Rock LLP or engage other nationally recognized Bond Counsel as may be approved by Counsel for the Authority, which counsel shall be responsible for taxation or securities matters relating to the issuance of the Bonds.

9. The Company will hereby agree to indemnify, defend and hold the Authority and the individual members, directors, officers and agents thereof harmless against any loss or damage to property or any injury or death of any person or persons occurring in connection with the planning and implementation of the proposed Project, or against any liability whatsoever arising out of the Project or the agreement resulting from the Company's acceptance of this proposal other than as a result of the gross negligence or willful misconduct of any indemnified party (this "Agreement"). The Company also agrees to reimburse or otherwise pay on behalf of the Authority any and all reasonable expenses not hereinbefore mentioned incurred by the Authority in connection with the proposed Project. This indemnity shall be superseded by a similar indemnity in the Basic Security Document, and, if the Bonds are not issued and delivered, this indemnity shall survive the termination of this Agreement.

10. The rights and obligations of the Company hereunder may be assigned to and exercised by such person, firm or corporation as may be selected by the Company, and approved by the Authority.



11. The Company will pay the Authority upon the issuance of Bonds, a fee of one eighth of one percent (0.125%) of the bonds issued. Payment of such fee is contingent upon the issuance and sale of the Bonds.

12. All fees, including the fees and expenses of the Authority's legal counsel, will be paid at closing or, with the prior written permission of the Authority, within one week of closing.

13. The issuance of the Bonds is conditioned upon the Authority's approval of a final bond resolution incorporating such terms or conditions as the Authority, in its sole discretion, deems appropriate and the receipt of evidence satisfactory to the Authority that (i) if the Bonds are to be sold through a public offering, the Bonds must carry a rating, at a minimum, of investment grade, as determined by the Authority, and the Company will have sufficient revenues and financial ability to provide for payment of the principal of and interest on the Bonds as the same become due and payable or (ii) the Bonds have been offered only to, and are being placed in their entirety with, (x) the Company or an affiliate of the Company, or (y) an institutional investor or investors, with such knowledge and experience in financial and business matters that it or they are capable of evaluating the merits and risks of purchasing the Bonds, are able to bear the economic risk of purchasing the Bonds and are purchasing the Bonds for investment only.

14. It is the policy of the Authority that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or adoption of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority to evaluate compliance with this Policy.

15. Unless the Authority and the Company shall have entered into a memorandum of understanding with the Fulton County Board of Assessors (the "Assessors"), relating to the ad valorem taxation of the proposed Project, the Company will pay all ad valorem taxes with respect to the Project or the site thereof, as though it were the fee simple owner thereof regardless of the fact of any ownership interest of the Authority in the Project or the site thereof; provided, that the foregoing shall not preclude



the Company from asserting a claim for ad valorem tax exemption to which it would be entitled under the laws of the State of Georgia, as fee simple owner of the Project or the site thereof.

16. If applicable, the Authority will use its best efforts to assist the Company to enter into an agreement by and between the Assessors, the Authority and the Company establishing the valuation of the Company's interest in the Project.

If the foregoing proposal is satisfactory to you, you may so indicate by having the following acceptance executed by a duly authorized officer of the Company and returning a copy to the Authority. This proposal and your acceptance will then constitute an agreement in principle with respect to the matters herein contained as of the date hereof.

Yours very truly,

DEVELOPMENT AUTHORITY OF FULTON COUNTY

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

( S E A L )

**ACCEPTANCE OF INDUCEMENT LETTER AND RESOLUTION  
OF THE  
DEVELOPMENT AUTHORITY OF FULTON COUNTY**

The terms and conditions set out in the Inducement Letter, Inducement Resolution and Engagement Letter dated March 26, 2019, are hereby accepted.

**SOUTHERN POST, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## RESOLUTION

WHEREAS, **FAIRFIELD RESIDENTIAL COMPANY LLC** or an affiliate (the “Company”) wishes to finance the development of a multifamily affordable housing project composed of approximately 64 one-bedroom and one-bath units, 128 two-bedroom and two-bath units, and 64 three-bedroom and two-bath units, including 100% affordable housing units, a surface parking lot with approximately 378 parking spaces, a clubhouse, pool, and other amenities to be located at 1944 St. Johns Avenue, Fulton County, Georgia (the “Project”) and wishes to have the **DEVELOPMENT AUTHORITY OF FULTON COUNTY** (the “Authority”) issue its tax-exempt revenue bonds to provide financing for such purposes; and

WHEREAS, an Inducement Letter attached hereto has been presented to the Authority under the terms of which the Authority agrees, subject to the provisions of such Inducement Letter, to issue its revenue bonds for the aforementioned financing purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT AUTHORITY OF FULTON COUNTY:

1. That the Chairman or Vice Chairman of the Authority is hereby authorized to execute an Inducement Letter with the Company, in substantially the form attached hereto, or with such changes therein as shall be approved by the officers executing the same. The Authority expressly finds that the Project will further the Authority’s public purpose in furtherance of the development of trade, commerce, industry and employment opportunities as set forth in the Development Authorities Law of the State of Georgia (O.C.G.A. § 36-62-1, et seq.) and more specifically the Project is being approved under O.C.G.A. § 36-62-2(6)(N).

2. That the officers, employees and agents of the Authority are hereby authorized to take such further action as is necessary to carry out the intent and purpose of the Inducement Letter as executed and to cause its tax-exempt revenue bonds to be issued upon the terms and conditions stated in the Inducement Letter, which is hereby made a part of this Resolution.

3. That the Authority finds, considers and declares that the issuance and sale of such revenue bonds for the purpose set forth in this Resolution will be appropriate and consistent with the objectives of the laws of the State of Georgia, and that the adoption of this Resolution is and constitutes the Authority’s declaration of “official intent” (within the meaning of Treasury Regulation Section 1.150-2) toward the issuance of the revenue bonds referred to above.

ADOPTED this 26<sup>th</sup> day of March, 2019.

### DEVELOPMENT AUTHORITY OF FULTON COUNTY

[SEAL]

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

ATTEST:

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



Inducement Resolution – *Fairfield Residential Company LLC*

I hereby certify that I am the Secretary of the Development Authority of Fulton County, and that the foregoing is a true and correct copy of a Resolution duly adopted by said Authority at a duly held meeting.

This 26<sup>th</sup> day of March, 2019.

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Secretary  
Development Authority of Fulton County

March 26, 2019

Fairfield Residential Company LLC  
200 Galleria Parkway  
Suite 1560  
Marietta, Georgia 30339

Ladies and Gentlemen:

The Development Authority of Fulton County (the "Authority") is informed that **FAIRFIELD RESIDENTIAL COMPANY LLC** or an affiliate (the "Company") is considering financing the development of a multifamily affordable housing project composed of approximately 64 one-bedroom and one-bath units, 128 two-bedroom and two-bath units, and 64 three-bedroom and two-bath units, including 100% affordable housing units, a surface parking lot with approximately 378 parking spaces, a clubhouse, pool, and other amenities to be located at 1944 St. Johns Avenue, Fulton County, Georgia (the "Project") and that the proposed project will permit the creation of approximately 7 full-time jobs and 400 to 500 construction jobs in Fulton County. It is our understanding that the availability of revenue bonds or similar financing in Fulton County for the purpose of facilitating the Project is a factor under consideration by the Company in connection with the feasibility of the Project.

As a result of our discussions with your officers and agents, the Authority has determined that its issuance of revenue bonds to assist the Company in financing the proposed Project will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities in Fulton County and promote the general welfare of the State of Georgia, and, therefore, by assisting the financing of the proposed Project, the Authority will be acting in furtherance of the public purpose for which it was created.

Accordingly, the Authority agrees to issue its revenue bonds, subject to the following terms and conditions:

1. The Authority will issue its tax-exempt revenue bonds in the aggregate principal amount of no greater than \$30,000,000 (the "Bonds") for the purpose of paying the costs of the planning and implementation of the proposed Project.
2. The terms of the Bonds (maturity schedule, interest rates, denominations, redemption provisions, etc.) will be determined by bond purchase contracts to be entered into between the Authority and the proposed purchaser or purchasers of the Bonds, subject to the approval of the Company.
3. Simultaneously with the delivery of the Bonds, at the option of the Company, the proposed project will either be leased or sold by the Authority to the Company or the Authority will loan the proceeds from the sale of the Bonds to the Company to enable it to plan and implement the proposed Project, and the terms and provisions of such lease agreement, agreement of sale or loan agreement (as the case may be) will be substantially in the form generally utilized in connection with such financial undertakings, as agreed upon by the Authority and the Company. Such lease agreement, agreement of sale or loan agreement as the case may be (hereinafter referred to as the "Basic Security Document") will contain, in substance, the following provisions:

(a) The Basic Security Document will be dated contemporaneously with the Bonds to be issued by the Authority and the term of the Basic Security Document will coincide with the terms of the issued Bonds.

(b) The amounts payable under the Basic Security Document may be paid directly to a corporate trustee designated by the Company and approved by the Authority (the "Corporate Trustee") at such times and in such amounts as will be timely and sufficient to pay the principal of, redemption premium (if any) and the interest on the Bonds as the same become due and payable. The obligation of the Company to make all payments required under the Basic Security Document will be absolute and unconditional after the delivery of the Bonds.

(c) At the request of the Authority, the proceeds from the sale of the Bonds may be deposited in a construction fund to be held by the Corporate Trustee and disbursed pursuant to requisitions in accordance with the requirements of the Basic Security Document. During the construction period, moneys in the construction fund may be invested in obligations which represent legal investments for proceeds of the Bonds.

(d) The Company may be permitted to replace or substitute obsolete or worn out machinery, equipment and related personal property which constitutes part of the proposed Project or add additional machinery, equipment and related personal property as part of the Project.

(e) The Company will pay any taxes, assessments or utility charges which may be lawfully levied, assessed or charged upon the Company, the Authority, the proposed Project, or the payments under the Basic Security Document, if such taxes, assessments or charges would result in a lien or charge upon the proposed Project or the revenues of the Authority therefrom.

(f) Subject to such other additional requirements as may be set forth in the Basic Security Document, the Company will keep the proposed Project insured against loss or damage or perils generally insured against in comparable circumstances by industries similar to the Company, and will carry general commercial liability insurance covering personal injury, death, or property damage with respect to the proposed Project, but may, under certain limited circumstances be self-insured to the extent permitted in the Basic Security Document.

(g) The Basic Security Document will provide that in the performance of the covenants contained therein on the part of the Authority, any obligations it may incur for the payment of money will not be a general debt on its part or of Fulton County, but will be payable solely from the specific payments received under such Basic Security Document or from proceeds of the Bonds, insurance proceeds and condemnation awards.

(h) The Basic Security Document will contain covenants providing for the indemnification of the Authority and the individual members and officers thereof by the Company, and such other affiliated or related entity or person as may be reasonably requested by the Authority, as provided in item 9, below.

4. The Authority may enter into a trust indenture with the Corporate Trustee, and such trust indenture will pledge such loan agreement, and the amounts derived or derivable by or on behalf of the



Authority pursuant thereto, to the Corporate Trustee for the benefit of the bondholders, and the terms of such trust indenture shall be agreed upon by the Authority, the Company and the Corporate Trustee.

5. The Authority will assist in the prompt preparation of the Basic Security Document, the trust indenture, and any promissory note and will proceed with the validation of the Bonds in the Superior Court of Fulton County, Georgia. At the request of the Company, any agreement among the Company, the Authority and the Fulton County tax assessor will be included among the documents validated at such hearing.

6. Upon the delivery of the Bonds, the provisions of this proposal and the agreement resulting from its acceptance by the Company will have no further effect and, in the event of any inconsistency between the terms of this proposal and (as the case may be) the terms of the loan agreement, lease agreement, trust indenture, and any promissory note, the provisions of such loan agreement, lease agreement, trust indenture and any promissory note or any other security documents will control.

7. If for any reason the initial issuance of the Bonds are not delivered by one year from the date of execution of this letter, the provisions of this proposal and the agreement resulting from its acceptance by the Company will, at the option of either party as evidenced by written instrument, be canceled and neither party shall have any rights against the other and no third parties shall have any rights against either party except the Company will pay the out-of-pocket reasonable expenses of members of the Authority, Counsel for the Authority and Bond Counsel incurred in connection with the proposed Project and the proposed issuance of the Bonds, and will pay Counsel for the Authority and Bond Counsel reasonable fees for legal services related to the proposed Project and the proposed issuance of the Bonds.

8. Notwithstanding the foregoing, the Authority reserves the right to charge, and the Company agrees to pay, such reasonable expenses, including reasonable attorneys' fees incurred by the Authority, incurred in connection with the proposed Project, to the extent that the issuance of the Bonds therefor is significantly delayed. The Company will utilize Seyfarth Shaw LLP or engage other nationally recognized Bond Counsel as may be approved by Counsel for the Authority, which counsel shall be responsible for taxation or securities matters relating to the issuance of the Bonds.

9. The Company will hereby agree to indemnify, defend and hold the Authority and the individual members, directors, officers and agents thereof harmless against any loss or damage to property or any injury or death of any person or persons occurring in connection with the planning and implementation of the proposed Project, or against any liability whatsoever arising out of the Project or the agreement resulting from the Company's acceptance of this proposal other than as a result of the gross negligence or willful misconduct of any indemnified party (this "Agreement"). The Company also agrees to reimburse or otherwise pay on behalf of the Authority any and all reasonable expenses not hereinbefore mentioned incurred by the Authority in connection with the proposed Project. This indemnity shall be superseded by a similar indemnity in the Basic Security Document, and, if the Bonds are not issued and delivered, this indemnity shall survive the termination of this Agreement.

10. The rights and obligations of the Company hereunder may be assigned to and exercised by such person, firm or corporation as may be selected by the Company, and approved by the Authority.

11. The Company will pay the Authority upon the issuance of Bonds, a fee of one eighth of one percent (0.125%) of the bonds issued. Payment of such fee is contingent upon the issuance and sale of the Bonds.

12. All fees, including the fees and expenses of the Authority's legal counsel, will be paid at closing or, with the prior written permission of the Authority, within one week of closing.

13. The issuance of the Bonds is conditioned upon the Authority's approval of a final bond resolution incorporating such terms or conditions as the Authority, in its sole discretion, deems appropriate and the receipt of evidence satisfactory to the Authority that (i) if the Bonds are to be sold through a public offering, the Bonds must carry a rating, at a minimum, of investment grade, as determined by the Authority, and the Company will have sufficient revenues and financial ability to provide for payment of the principal of and interest on the Bonds as the same become due and payable or (ii) the Bonds have been offered only to, and are being placed in their entirety with, (x) the Company or an affiliate of the Company, or (y) an institutional investor or investors, with such knowledge and experience in financial and business matters that it or they are capable of evaluating the merits and risks of purchasing the Bonds, are able to bear the economic risk of purchasing the Bonds and are purchasing the Bonds for investment only.

14. It is the policy of the Authority that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or adoption of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority to evaluate compliance with this Policy.

15. Unless the Authority and the Company shall have entered into a memorandum of understanding with the Fulton County Board of Assessors (the "Assessors"), relating to the ad valorem taxation of the proposed Project, the Company will pay all ad valorem taxes with respect to the Project or the site thereof, as though it were the fee simple owner thereof regardless of the fact of any ownership interest of the Authority in the Project or the site thereof; provided, that the foregoing shall not preclude



the Company from asserting a claim for ad valorem tax exemption to which it would be entitled under the laws of the State of Georgia, as fee simple owner of the Project or the site thereof.

16. If applicable, the Authority will use its best efforts to assist the Company to enter into an agreement by and between the Assessors, the Authority and the Company establishing the valuation of the Company's interest in the Project.

If the foregoing proposal is satisfactory to you, you may so indicate by having the following acceptance executed by a duly authorized officer of the Company and returning a copy to the Authority. This proposal and your acceptance will then constitute an agreement in principle with respect to the matters herein contained as of the date hereof.

Yours very truly,

DEVELOPMENT AUTHORITY OF FULTON COUNTY

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

(SEAL)



**ACCEPTANCE OF INDUCEMENT LETTER AND RESOLUTION  
OF THE  
DEVELOPMENT AUTHORITY OF FULTON COUNTY**

The terms and conditions set out in the Inducement Letter, Inducement Resolution and Engagement Letter dated March 26, 2019, are hereby accepted.

**FAIRFIELD RESIDENTIAL COMPANY LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## RESOLUTION

WHEREAS, **LINCOLN PROPERTY COMPANY AND MORGAN STANLEY** or an affiliate (the “Company”) wishes to finance the development of an approximately 403,000 square foot, state-of-the-art distribution facility, including approximately 77 dock high doors and clear ceiling height of approximately 36 feet to be located on an approximately 30 acre site at the intersection of Mason Road and Hunter Road in the City of Union City, Fulton County, Georgia (the “Project”) and wishes to have the **DEVELOPMENT AUTHORITY OF FULTON COUNTY** (the “Authority”) issue its taxable revenue bonds to provide financing for such purposes; and

WHEREAS, an Inducement Letter attached hereto has been presented to the Authority under the terms of which the Authority agrees, subject to the provisions of such Inducement Letter, to issue its revenue bonds for the aforementioned financing purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT AUTHORITY OF FULTON COUNTY:

1. That the Chairman or Vice Chairman of the Authority is hereby authorized to execute an Inducement Letter with the Company, in substantially the form attached hereto, or with such changes therein as shall be approved by the officers executing the same. The Authority expressly finds that the Project will further the Authority’s public purpose in furtherance of the development of trade, commerce, industry and employment opportunities as set forth in the Development Authorities Law of the State of Georgia (O.C.G.A. § 36-62-1, et seq.) and more specifically the Project is being approved under O.C.G.A. § 36-62-2(6)(N).

2. That the officers, employees and agents of the Authority are hereby authorized to take such further action as is necessary to carry out the intent and purpose of the Inducement Letter as executed and to cause its taxable revenue bonds to be issued upon the terms and conditions stated in the Inducement Letter, which is hereby made a part of this Resolution.

3. That the Authority finds, considers and declares that the issuance and sale of such revenue bonds for the purpose set forth in this Resolution will be appropriate and consistent with the objectives of the laws of the State of Georgia, and that the adoption of this Resolution is and constitutes the Authority's declaration of “official intent” (within the meaning of Treasury Regulation Section 1.150-2) toward the issuance of the revenue bonds referred to above.

ADOPTED this 26<sup>th</sup> day of March, 2019.

### DEVELOPMENT AUTHORITY OF FULTON COUNTY

[SEAL]

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

ATTEST:

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

Inducement Resolution – *Lincoln Property Company and Morgan Stanley*

I hereby certify that I am the Secretary of the Development Authority of Fulton County, and that the foregoing is a true and correct copy of a Resolution duly adopted by said Authority at a duly held meeting.

This 26<sup>th</sup> day of March, 2019.

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Secretary  
Development Authority of Fulton County



March 26, 2019

Lincoln Property Company and Morgan Stanley  
c/o Ryan, LLC  
271 17<sup>th</sup> Street, NW  
Suite 2000  
Atlanta, Georgia 30363

Ladies and Gentlemen:

The Development Authority of Fulton County (the "Authority") is informed that **LINCOLN PROPERTY COMPANY AND MORGAN STANLEY** or an affiliate (the "Company") is considering financing the development of an approximately 403,000 square foot, state-of-the-art distribution facility, including approximately 77 dock high doors and clear ceiling height of approximately 36 feet to be located on an approximately 30 acre site at the intersection of Mason Road and Hunter Road in the City of Union City, Fulton County, Georgia (the "Project") and that the proposed project will permit the creation of approximately 448 full-time jobs and 202 construction jobs in Fulton County. It is our understanding that the availability of revenue bonds or similar financing in Fulton County for the purpose of facilitating the Project is a factor under consideration by the Company in connection with the feasibility of the Project.

As a result of our discussions with your officers and agents, the Authority has determined that its issuance of revenue bonds to assist the Company in financing the proposed Project will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities in Fulton County and promote the general welfare of the State of Georgia, and, therefore, by assisting the financing of the proposed Project, the Authority will be acting in furtherance of the public purpose for which it was created.

Accordingly, the Authority agrees to issue its revenue bonds, subject to the following terms and conditions:

1. The Authority will issue its taxable revenue bonds in the aggregate principal amount of no greater than \$25,000,000 (the "Bonds") for the purpose of paying the costs of the planning and implementation of the proposed Project.
2. The terms of the Bonds (maturity schedule, interest rates, denominations, redemption provisions, etc.) will be determined by bond purchase contracts to be entered into between the Authority and the proposed purchaser or purchasers of the Bonds, subject to the approval of the Company.
3. Simultaneously with the delivery of the Bonds, at the option of the Company, the proposed project will either be leased or sold by the Authority to the Company or the Authority will loan the proceeds from the sale of the Bonds to the Company to enable it to plan and implement the proposed Project, and the terms and provisions of such lease agreement, agreement of sale or loan agreement (as the case may be) will be substantially in the form generally utilized in connection with such financial undertakings, as agreed upon by the Authority and the Company. Such lease agreement, agreement of sale or loan agreement as the case may be (hereinafter referred to as the "Basic Security Document") will contain, in substance, the following provisions:

(a) The Basic Security Document will be dated contemporaneously with the Bonds to be issued by the Authority and the term of the Basic Security Document will coincide with the terms of the issued Bonds.

(b) The amounts payable under the Basic Security Document may be paid directly to a corporate trustee designated by the Company and approved by the Authority (the "Corporate Trustee") at such times and in such amounts as will be timely and sufficient to pay the principal of, redemption premium (if any) and the interest on the Bonds as the same become due and payable. The obligation of the Company to make all payments required under the Basic Security Document will be absolute and unconditional after the delivery of the Bonds.

(c) At the request of the Authority, the proceeds from the sale of the Bonds may be deposited in a construction fund to be held by the Corporate Trustee and disbursed pursuant to requisitions in accordance with the requirements of the Basic Security Document. During the construction period, moneys in the construction fund may be invested in obligations which represent legal investments for proceeds of the Bonds.

(d) The Company may be permitted to replace or substitute obsolete or worn out machinery, equipment and related personal property which constitutes part of the proposed Project or add additional machinery, equipment and related personal property as part of the Project.

(e) The Company will pay any taxes, assessments or utility charges which may be lawfully levied, assessed or charged upon the Company, the Authority, the proposed Project, or the payments under the Basic Security Document, if such taxes, assessments or charges would result in a lien or charge upon the proposed Project or the revenues of the Authority therefrom.

(f) Subject to such other additional requirements as may be set forth in the Basic Security Document, the Company will keep the proposed Project insured against loss or damage or perils generally insured against in comparable circumstances by industries similar to the Company, and will carry general commercial liability insurance covering personal injury, death, or property damage with respect to the proposed Project, but may, under certain limited circumstances be self-insured to the extent permitted in the Basic Security Document.

(g) The Basic Security Document will provide that in the performance of the covenants contained therein on the part of the Authority, any obligations it may incur for the payment of money will not be a general debt on its part or of Fulton County, but will be payable solely from the specific payments received under such Basic Security Document or from proceeds of the Bonds, insurance proceeds and condemnation awards.

(h) The Basic Security Document will contain covenants providing for the indemnification of the Authority and the individual members and officers thereof by the Company, and such other affiliated or related entity or person as may be reasonably requested by the Authority, as provided in item 9, below.

4. The Authority may enter into a trust indenture with the Corporate Trustee, and such trust indenture will pledge such loan agreement, and the amounts derived or derivable by or on behalf of the



Authority pursuant thereto, to the Corporate Trustee for the benefit of the bondholders, and the terms of such trust indenture shall be agreed upon by the Authority, the Company and the Corporate Trustee.

5. The Authority will assist in the prompt preparation of the Basic Security Document, the trust indenture, and any promissory note and will proceed with the validation of the Bonds in the Superior Court of Fulton County, Georgia. At the request of the Company, any agreement among the Company, the Authority and the Fulton County tax assessor will be included among the documents validated at such hearing.

6. Upon the delivery of the Bonds, the provisions of this proposal and the agreement resulting from its acceptance by the Company will have no further effect and, in the event of any inconsistency between the terms of this proposal and (as the case may be) the terms of the loan agreement, lease agreement, trust indenture, and any promissory note, the provisions of such loan agreement, lease agreement, trust indenture and any promissory note or any other security documents will control.

7. If for any reason the initial issuance of the Bonds are not delivered by one year from the date of execution of this letter, the provisions of this proposal and the agreement resulting from its acceptance by the Company will, at the option of either party as evidenced by written instrument, be canceled and neither party shall have any rights against the other and no third parties shall have any rights against either party except the Company will pay the out-of-pocket reasonable expenses of members of the Authority, Counsel for the Authority and Bond Counsel incurred in connection with the proposed Project and the proposed issuance of the Bonds, and will pay Counsel for the Authority and Bond Counsel reasonable fees for legal services related to the proposed Project and the proposed issuance of the Bonds.

8. Notwithstanding the foregoing, the Authority reserves the right to charge, and the Company agrees to pay, such reasonable expenses, including reasonable attorneys' fees incurred by the Authority, incurred in connection with the proposed Project, to the extent that the issuance of the Bonds therefor is significantly delayed. The Company will utilize Seyfarth Shaw LLP or engage other nationally recognized Bond Counsel as may be approved by Counsel for the Authority, which counsel shall be responsible for taxation or securities matters relating to the issuance of the Bonds.

9. The Company will hereby agree to indemnify, defend and hold the Authority and the individual members, directors, officers and agents thereof harmless against any loss or damage to property or any injury or death of any person or persons occurring in connection with the planning and implementation of the proposed Project, or against any liability whatsoever arising out of the Project or the agreement resulting from the Company's acceptance of this proposal other than as a result of the gross negligence or willful misconduct of any indemnified party (this "Agreement"). The Company also agrees to reimburse or otherwise pay on behalf of the Authority any and all reasonable expenses not hereinbefore mentioned incurred by the Authority in connection with the proposed Project. This indemnity shall be superseded by a similar indemnity in the Basic Security Document, and, if the Bonds are not issued and delivered, this indemnity shall survive the termination of this Agreement.

10. The rights and obligations of the Company hereunder may be assigned to and exercised by such person, firm or corporation as may be selected by the Company, and approved by the Authority.



11. The Company will pay the Authority upon the issuance of Bonds, a fee of one eighth of one percent (0.125%) of the bonds issued. Payment of such fee is contingent upon the issuance and sale of the Bonds.

12. All fees, including the fees and expenses of the Authority's legal counsel, will be paid at closing or, with the prior written permission of the Authority, within one week of closing.

13. The issuance of the Bonds is conditioned upon the Authority's approval of a final bond resolution incorporating such terms or conditions as the Authority, in its sole discretion, deems appropriate and the receipt of evidence satisfactory to the Authority that (i) if the Bonds are to be sold through a public offering, the Bonds must carry a rating, at a minimum, of investment grade, as determined by the Authority, and the Company will have sufficient revenues and financial ability to provide for payment of the principal of and interest on the Bonds as the same become due and payable or (ii) the Bonds have been offered only to, and are being placed in their entirety with, (x) the Company or an affiliate of the Company, or (y) an institutional investor or investors, with such knowledge and experience in financial and business matters that it or they are capable of evaluating the merits and risks of purchasing the Bonds, are able to bear the economic risk of purchasing the Bonds and are purchasing the Bonds for investment only.

14. It is the policy of the Authority that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or adoption of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority to evaluate compliance with this Policy.

15. Unless the Authority and the Company shall have entered into a memorandum of understanding with the Fulton County Board of Assessors (the "Assessors"), relating to the ad valorem taxation of the proposed Project, the Company will pay all ad valorem taxes with respect to the Project or the site thereof, as though it were the fee simple owner thereof regardless of the fact of any ownership interest of the Authority in the Project or the site thereof; provided, that the foregoing shall not preclude

the Company from asserting a claim for ad valorem tax exemption to which it would be entitled under the laws of the State of Georgia, as fee simple owner of the Project or the site thereof.

16. If applicable, the Authority will use its best efforts to assist the Company to enter into an agreement by and between the Assessors, the Authority and the Company establishing the valuation of the Company's interest in the Project.

If the foregoing proposal is satisfactory to you, you may so indicate by having the following acceptance executed by a duly authorized officer of the Company and returning a copy to the Authority. This proposal and your acceptance will then constitute an agreement in principle with respect to the matters herein contained as of the date hereof.

Yours very truly,

DEVELOPMENT AUTHORITY OF FULTON COUNTY

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

(SEAL)

**ACCEPTANCE OF INDUCEMENT LETTER AND RESOLUTION  
OF THE  
DEVELOPMENT AUTHORITY OF FULTON COUNTY**

The terms and conditions set out in the Inducement Letter, Inducement Resolution and Engagement Letter dated March 26, 2019, are hereby accepted.

**LINCOLN PROPERTY COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MORGAN STANLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## RESOLUTION

WHEREAS, **LINCOLN PROPERTY COMPANY AND MORGAN STANLEY** or an affiliate (the "Company") wishes to finance the development of an approximately 243,850 square foot, state-of-the-art distribution facility, including approximately 60 dock high doors and clear ceiling height of approximately 32 feet to be located on an approximately 54.6 acre site at 3725 Royal South Parkway in the City of Union City, Fulton County, Georgia (the "Project") and wishes to have the **DEVELOPMENT AUTHORITY OF FULTON COUNTY** (the "Authority") issue its taxable revenue bonds to provide financing for such purposes; and

WHEREAS, an Inducement Letter attached hereto has been presented to the Authority under the terms of which the Authority agrees, subject to the provisions of such Inducement Letter, to issue its revenue bonds for the aforementioned financing purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT AUTHORITY OF FULTON COUNTY:

1. That the Chairman or Vice Chairman of the Authority is hereby authorized to execute an Inducement Letter with the Company, in substantially the form attached hereto, or with such changes therein as shall be approved by the officers executing the same. The Authority expressly finds that the Project will further the Authority's public purpose in furtherance of the development of trade, commerce, industry and employment opportunities as set forth in the Development Authorities Law of the State of Georgia (O.C.G.A. § 36-62-1, et seq.) and more specifically the Project is being approved under O.C.G.A. § 36-62-2(6)(N).

2. That the officers, employees and agents of the Authority are hereby authorized to take such further action as is necessary to carry out the intent and purpose of the Inducement Letter as executed and to cause its taxable revenue bonds to be issued upon the terms and conditions stated in the Inducement Letter, which is hereby made a part of this Resolution.

3. That the Authority finds, considers and declares that the issuance and sale of such revenue bonds for the purpose set forth in this Resolution will be appropriate and consistent with the objectives of the laws of the State of Georgia, and that the adoption of this Resolution is and constitutes the Authority's declaration of "official intent" (within the meaning of Treasury Regulation Section 1.150-2) toward the issuance of the revenue bonds referred to above.

ADOPTED this 26<sup>th</sup> day of March, 2019.

**DEVELOPMENT AUTHORITY OF FULTON COUNTY**

[SEAL]

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

ATTEST:

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

Inducement Resolution – *Lincoln Property Company and Morgan Stanley*

I hereby certify that I am the Secretary of the Development Authority of Fulton County, and that the foregoing is a true and correct copy of a Resolution duly adopted by said Authority at a duly held meeting.

This 26<sup>th</sup> day of March, 2019.

---

Secretary  
Development Authority of Fulton County

March 26, 2019

Lincoln Property Company and Morgan Stanley  
c/o Ryan, LLC  
271 17<sup>th</sup> Street, NW  
Suite 2000  
Atlanta, Georgia 30363

Ladies and Gentlemen:

The Development Authority of Fulton County (the “Authority”) is informed that **LINCOLN PROPERTY COMPANY AND MORGAN STANLEY** or an affiliate (the “Company”) is considering financing the development of an approximately 243,850 square foot, state-of-the-art distribution facility, including approximately 60 dock high doors and clear ceiling height of approximately 32 feet to be located on an approximately 54.6 acre site at 3725 Royal South Parkway in the City of Union City, Fulton County, Georgia (the “Project”) and that the proposed project will permit the creation of approximately 271 full-time jobs and 122 construction jobs in Fulton County. It is our understanding that the availability of revenue bonds or similar financing in Fulton County for the purpose of facilitating the Project is a factor under consideration by the Company in connection with the feasibility of the Project.

As a result of our discussions with your officers and agents, the Authority has determined that its issuance of revenue bonds to assist the Company in financing the proposed Project will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities in Fulton County and promote the general welfare of the State of Georgia, and, therefore, by assisting the financing of the proposed Project, the Authority will be acting in furtherance of the public purpose for which it was created.

Accordingly, the Authority agrees to issue its revenue bonds, subject to the following terms and conditions:

1. The Authority will issue its taxable revenue bonds in the aggregate principal amount of no greater than \$15,280,000 (the “Bonds”) for the purpose of paying the costs of the planning and implementation of the proposed Project.
2. The terms of the Bonds (maturity schedule, interest rates, denominations, redemption provisions, etc.) will be determined by bond purchase contracts to be entered into between the Authority and the proposed purchaser or purchasers of the Bonds, subject to the approval of the Company.
3. Simultaneously with the delivery of the Bonds, at the option of the Company, the proposed project will either be leased or sold by the Authority to the Company or the Authority will loan the proceeds from the sale of the Bonds to the Company to enable it to plan and implement the proposed Project, and the terms and provisions of such lease agreement, agreement of sale or loan agreement (as the case may be) will be substantially in the form generally utilized in connection with such financial undertakings, as agreed upon by the Authority and the Company. Such lease agreement, agreement of sale or loan agreement as the case may be (hereinafter referred to as the “Basic Security Document”) will contain, in substance, the following provisions:



(a) The Basic Security Document will be dated contemporaneously with the Bonds to be issued by the Authority and the term of the Basic Security Document will coincide with the terms of the issued Bonds.

(b) The amounts payable under the Basic Security Document may be paid directly to a corporate trustee designated by the Company and approved by the Authority (the "Corporate Trustee") at such times and in such amounts as will be timely and sufficient to pay the principal of, redemption premium (if any) and the interest on the Bonds as the same become due and payable. The obligation of the Company to make all payments required under the Basic Security Document will be absolute and unconditional after the delivery of the Bonds.

(c) At the request of the Authority, the proceeds from the sale of the Bonds may be deposited in a construction fund to be held by the Corporate Trustee and disbursed pursuant to requisitions in accordance with the requirements of the Basic Security Document. During the construction period, moneys in the construction fund may be invested in obligations which represent legal investments for proceeds of the Bonds.

(d) The Company may be permitted to replace or substitute obsolete or worn out machinery, equipment and related personal property which constitutes part of the proposed Project or add additional machinery, equipment and related personal property as part of the Project.

(e) The Company will pay any taxes, assessments or utility charges which may be lawfully levied, assessed or charged upon the Company, the Authority, the proposed Project, or the payments under the Basic Security Document, if such taxes, assessments or charges would result in a lien or charge upon the proposed Project or the revenues of the Authority therefrom.

(f) Subject to such other additional requirements as may be set forth in the Basic Security Document, the Company will keep the proposed Project insured against loss or damage or perils generally insured against in comparable circumstances by industries similar to the Company, and will carry general commercial liability insurance covering personal injury, death, or property damage with respect to the proposed Project, but may, under certain limited circumstances be self-insured to the extent permitted in the Basic Security Document.

(g) The Basic Security Document will provide that in the performance of the covenants contained therein on the part of the Authority, any obligations it may incur for the payment of money will not be a general debt on its part or of Fulton County, but will be payable solely from the specific payments received under such Basic Security Document or from proceeds of the Bonds, insurance proceeds and condemnation awards.

(h) The Basic Security Document will contain covenants providing for the indemnification of the Authority and the individual members and officers thereof by the Company, and such other affiliated or related entity or person as may be reasonably requested by the Authority, as provided in item 9, below.

4. The Authority may enter into a trust indenture with the Corporate Trustee, and such trust indenture will pledge such loan agreement, and the amounts derived or derivable by or on behalf of the

Authority pursuant thereto, to the Corporate Trustee for the benefit of the bondholders, and the terms of such trust indenture shall be agreed upon by the Authority, the Company and the Corporate Trustee.

5. The Authority will assist in the prompt preparation of the Basic Security Document, the trust indenture, and any promissory note and will proceed with the validation of the Bonds in the Superior Court of Fulton County, Georgia. At the request of the Company, any agreement among the Company, the Authority and the Fulton County tax assessor will be included among the documents validated at such hearing.

6. Upon the delivery of the Bonds, the provisions of this proposal and the agreement resulting from its acceptance by the Company will have no further effect and, in the event of any inconsistency between the terms of this proposal and (as the case may be) the terms of the loan agreement, lease agreement, trust indenture, and any promissory note, the provisions of such loan agreement, lease agreement, trust indenture and any promissory note or any other security documents will control.

7. If for any reason the initial issuance of the Bonds are not delivered by one year from the date of execution of this letter, the provisions of this proposal and the agreement resulting from its acceptance by the Company will, at the option of either party as evidenced by written instrument, be canceled and neither party shall have any rights against the other and no third parties shall have any rights against either party except the Company will pay the out-of-pocket reasonable expenses of members of the Authority, Counsel for the Authority and Bond Counsel incurred in connection with the proposed Project and the proposed issuance of the Bonds, and will pay Counsel for the Authority and Bond Counsel reasonable fees for legal services related to the proposed Project and the proposed issuance of the Bonds.

8. Notwithstanding the foregoing, the Authority reserves the right to charge, and the Company agrees to pay, such reasonable expenses, including reasonable attorneys' fees incurred by the Authority, incurred in connection with the proposed Project, to the extent that the issuance of the Bonds therefor is significantly delayed. The Company will utilize Seyfarth Shaw LLP or engage other nationally recognized Bond Counsel as may be approved by Counsel for the Authority, which counsel shall be responsible for taxation or securities matters relating to the issuance of the Bonds.

9. The Company will hereby agree to indemnify, defend and hold the Authority and the individual members, directors, officers and agents thereof harmless against any loss or damage to property or any injury or death of any person or persons occurring in connection with the planning and implementation of the proposed Project, or against any liability whatsoever arising out of the Project or the agreement resulting from the Company's acceptance of this proposal other than as a result of the gross negligence or willful misconduct of any indemnified party (this "Agreement"). The Company also agrees to reimburse or otherwise pay on behalf of the Authority any and all reasonable expenses not hereinbefore mentioned incurred by the Authority in connection with the proposed Project. This indemnity shall be superseded by a similar indemnity in the Basic Security Document, and, if the Bonds are not issued and delivered, this indemnity shall survive the termination of this Agreement.

10. The rights and obligations of the Company hereunder may be assigned to and exercised by such person, firm or corporation as may be selected by the Company, and approved by the Authority.



11. The Company will pay the Authority upon the issuance of Bonds, a fee of one eighth of one percent (0.125%) of the bonds issued. Payment of such fee is contingent upon the issuance and sale of the Bonds.

12. All fees, including the fees and expenses of the Authority's legal counsel, will be paid at closing or, with the prior written permission of the Authority, within one week of closing.

13. The issuance of the Bonds is conditioned upon the Authority's approval of a final bond resolution incorporating such terms or conditions as the Authority, in its sole discretion, deems appropriate and the receipt of evidence satisfactory to the Authority that (i) if the Bonds are to be sold through a public offering, the Bonds must carry a rating, at a minimum, of investment grade, as determined by the Authority, and the Company will have sufficient revenues and financial ability to provide for payment of the principal of and interest on the Bonds as the same become due and payable or (ii) the Bonds have been offered only to, and are being placed in their entirety with, (x) the Company or an affiliate of the Company, or (y) an institutional investor or investors, with such knowledge and experience in financial and business matters that it or they are capable of evaluating the merits and risks of purchasing the Bonds, are able to bear the economic risk of purchasing the Bonds and are purchasing the Bonds for investment only.

14. It is the policy of the Authority that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or adoption of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority to evaluate compliance with this Policy.

15. Unless the Authority and the Company shall have entered into a memorandum of understanding with the Fulton County Board of Assessors (the "Assessors"), relating to the ad valorem taxation of the proposed Project, the Company will pay all ad valorem taxes with respect to the Project or the site thereof, as though it were the fee simple owner thereof regardless of the fact of any ownership interest of the Authority in the Project or the site thereof; provided, that the foregoing shall not preclude



the Company from asserting a claim for ad valorem tax exemption to which it would be entitled under the laws of the State of Georgia, as fee simple owner of the Project or the site thereof.

16. If applicable, the Authority will use its best efforts to assist the Company to enter into an agreement by and between the Assessors, the Authority and the Company establishing the valuation of the Company's interest in the Project.

If the foregoing proposal is satisfactory to you, you may so indicate by having the following acceptance executed by a duly authorized officer of the Company and returning a copy to the Authority. This proposal and your acceptance will then constitute an agreement in principle with respect to the matters herein contained as of the date hereof.

Yours very truly,

DEVELOPMENT AUTHORITY OF FULTON COUNTY

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

(SEAL)

**ACCEPTANCE OF INDUCEMENT LETTER AND RESOLUTION  
OF THE  
DEVELOPMENT AUTHORITY OF FULTON COUNTY**

The terms and conditions set out in the Inducement Letter, Inducement Resolution and Engagement Letter dated March 26, 2019, are hereby accepted.

**LINCOLN PROPERTY COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MORGAN STANLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## RESOLUTION

WHEREAS, **EXEL INC. D/B/A DHL SUPPLY CHAIN (USA)** or an affiliate (the “Company”) wishes to finance the development of an approximately 239,000 square foot warehouse and distribution center to be located on Bohannon Road in the City of Fairburn, Fulton County, Georgia (the “Project”) and wishes to have the **DEVELOPMENT AUTHORITY OF FULTON COUNTY** (the “Authority”) issue its taxable revenue bonds to provide financing for such purposes; and

WHEREAS, an Inducement Letter attached hereto has been presented to the Authority under the terms of which the Authority agrees, subject to the provisions of such Inducement Letter, to issue its revenue bonds for the aforementioned financing purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT AUTHORITY OF FULTON COUNTY:

1. That the Chairman or Vice Chairman of the Authority is hereby authorized to execute an Inducement Letter with the Company, in substantially the form attached hereto, or with such changes therein as shall be approved by the officers executing the same. The Authority expressly finds that the Project will further the Authority’s public purpose in furtherance of the development of trade, commerce, industry and employment opportunities as set forth in the Development Authorities Law of the State of Georgia (O.C.G.A. § 36-62-1, et seq.) and more specifically the Project is being approved under O.C.G.A. § 36-62-2(6)(N).

2. That the officers, employees and agents of the Authority are hereby authorized to take such further action as is necessary to carry out the intent and purpose of the Inducement Letter as executed and to cause its taxable revenue bonds to be issued upon the terms and conditions stated in the Inducement Letter, which is hereby made a part of this Resolution.

3. That the Authority finds, considers and declares that the issuance and sale of such revenue bonds for the purpose set forth in this Resolution will be appropriate and consistent with the objectives of the laws of the State of Georgia, and that the adoption of this Resolution is and constitutes the Authority's declaration of “official intent” (within the meaning of Treasury Regulation Section 1.150-2) toward the issuance of the revenue bonds referred to above.

ADOPTED this 26<sup>th</sup> day of March, 2019.

### DEVELOPMENT AUTHORITY OF FULTON COUNTY

[ S E A L ]

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

A T T E S T:

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



Inducement Resolution – *Exel Inc. d/b/a DHL Supply Chain (USA)*

I hereby certify that I am the Secretary of the Development Authority of Fulton County, and that the foregoing is a true and correct copy of a Resolution duly adopted by said Authority at a duly held meeting.

This 26<sup>th</sup> day of March, 2019.

---

Secretary  
Development Authority of Fulton County

March 26, 2019

Exel Inc. d/b/a DHL Supply Chain (USA)  
570 Polaris Parkway  
Westerville, Ohio 43082

Ladies and Gentlemen:

The Development Authority of Fulton County (the “Authority”) is informed that **EXEL INC. D/B/A DHL SUPPLY CHAIN (USA)** or an affiliate (the “Company”) is considering financing the development of an approximately 239,000 square foot warehouse and distribution center to be located on Bohannon Road in the City of Fairburn, Fulton County, Georgia (the “Project”) and that the proposed project will permit the creation (by the tenants of the Project) of approximately 75 full-time jobs (based upon the Company’s comparison of the Project to similar developments) and 200 to 250 construction jobs in Fulton County. It is our understanding that the availability of revenue bonds or similar financing in Fulton County for the purpose of facilitating the Project is a factor under consideration by the Company in connection with the feasibility of the Project.

As a result of our discussions with your officers and agents, the Authority has determined that its issuance of revenue bonds to assist the Company in financing the proposed Project will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities in Fulton County and promote the general welfare of the State of Georgia, and, therefore, by assisting the financing of the proposed Project, the Authority will be acting in furtherance of the public purpose for which it was created.

Accordingly, the Authority agrees to issue its revenue bonds, subject to the following terms and conditions:

1. The Authority will issue its taxable revenue bonds in the aggregate principal amount of no greater than \$12,900,000 (the “Bonds”) for the purpose of paying the costs of the planning and implementation of the proposed Project.

2. The terms of the Bonds (maturity schedule, interest rates, denominations, redemption provisions, etc.) will be determined by bond purchase contracts to be entered into between the Authority and the proposed purchaser or purchasers of the Bonds, subject to the approval of the Company.

3. Simultaneously with the delivery of the Bonds, the proposed Project will be leased by the Authority to the Company and the proceeds from the sale of the Bonds will be utilized by the Company, in its capacity as tenant, to enable it to plan and implement the proposed Project, and the terms and provisions of such lease agreement will be substantially in the form generally utilized in connection with such financial undertakings, as agreed upon by the Authority and the Company. Such lease agreement (hereinafter referred to as the “Basic Security Document”) will contain, in substance, the following provisions:

(a) The Basic Security Document will be dated contemporaneously with the Bonds to be issued by the Authority and the term of the Basic Security Document will coincide with the terms of the issued Bonds. It is anticipated that the term of the Basic Security Document will commence on the

issuance of the Bonds and terminate on December 31 of the tenth (10<sup>th</sup>) calendar year after the year in which a certificate of occupancy is issued for the first occupant of the Project.

(b) The amounts payable under the Basic Security Document may be paid directly to a corporate trustee designated by the Company and approved by the Authority (the “Corporate Trustee”) at such times and in such amounts as will be timely and sufficient to pay the principal of, redemption premium (if any) and the interest on the Bonds as the same become due and payable. The obligation of the Company to make all payments required under the Basic Security Document will be absolute and unconditional after the delivery of the Bonds.

(c) At the request of the Authority, the proceeds from the sale of the Bonds may be deposited in a construction fund to be held by the Corporate Trustee and disbursed pursuant to requisitions in accordance with the requirements of the Basic Security Document. During the construction period, moneys in the construction fund may be invested in obligations which represent legal investments for proceeds of the Bonds.

(d) The Company will be permitted to replace or substitute obsolete or worn out machinery, equipment and related personal property which constitutes part of the proposed Project or add additional machinery, equipment and related personal property as part of the Project.

(e) The Company will pay any taxes, assessments or utility charges which may be lawfully levied, assessed or charged upon the Company, the Authority, the proposed Project, or the payments under the Basic Security Document, if such taxes, assessments or charges would result in a lien or charge upon the proposed Project or the revenues of the Authority therefrom.

(f) Subject to such other additional requirements as may be set forth in the Basic Security Document, the Company will keep the proposed Project insured against loss or damage or perils generally insured against in comparable circumstances by industries similar to the Company, and will carry general commercial liability insurance covering personal injury, death, or property damage with respect to the proposed Project, but may, under certain limited circumstances be self-insured to the extent permitted in the Basic Security Document.

(g) The Basic Security Document will provide that in the performance of the covenants contained therein on the part of the Authority, any obligations it may incur for the payment of money will not be a general debt on its part or of Fulton County, but will be payable solely from the specific payments received under such Basic Security Document or from proceeds of the Bonds, insurance proceeds and condemnation awards.

(h) The Basic Security Document will contain covenants providing for the indemnification of the Authority and the individual members and officers thereof by the Company, and such other affiliated or related entity or person as may be reasonably requested by the Authority, as provided in item 9, below.

4. The Authority may enter into a trust indenture with the Corporate Trustee, and such trust indenture will pledge such loan agreement, and the amounts derived or derivable by or on behalf of the



Authority pursuant thereto, to the Corporate Trustee for the benefit of the bondholders, and the terms of such trust indenture shall be agreed upon by the Authority, the Company and the Corporate Trustee.

5. The Authority will assist in the prompt preparation of the Basic Security Document, the trust indenture, the bond, the bond purchase agreement, the security agreement and assignment of rents and leases, a home office payment agreement, and all related bond documents, and the Authority will proceed with the validation of the Bonds in the Superior Court of Fulton County, Georgia. At the request of the Company, any agreement among the Company, the Authority and the Fulton County tax assessor will be included among the documents validated at such hearing.

6. Upon the delivery of the Bonds, the provisions of this proposal and the agreement resulting from its acceptance by the Company will have no further effect and, in the event of any inconsistency between the terms of this proposal and (as the case may be) the terms of the lease agreement, trust indenture, and other agreements executed and delivered by the parties at the time of the issuance of the Bonds (collectively, the “Definitive Documents”), the provisions of such Definitive Documents will control.

7. If for any reason the initial issuance of the Bonds are not delivered by one year from the date of execution of this letter, the provisions of this proposal and the agreement resulting from its acceptance by the Company will, at the option of either party as evidenced by written instrument, be canceled and neither party shall have any rights against the other and no third parties shall have any rights against either party except the Company will pay the out-of-pocket reasonable expenses of members of the Authority, Counsel for the Authority and Bond Counsel incurred in connection with the proposed Project and the proposed issuance of the Bonds, and will pay Counsel for the Authority and Bond Counsel reasonable fees for legal services related to the proposed Project and the proposed issuance of the Bonds.

8. Notwithstanding the foregoing, the Authority reserves the right to charge, and the Company agrees to pay, such reasonable expenses, including reasonable attorneys’ fees incurred by the Authority, incurred in connection with the proposed Project, to the extent that the issuance of the Bonds therefor is significantly delayed beyond one year. The Company will utilize Troutman Sanders LLP or engage other nationally recognized Bond Counsel as may be approved by Counsel for the Authority, which counsel shall be responsible for taxation or securities matters relating to the issuance of the Bonds.

9. The Company will hereby agree to indemnify, defend and hold the Authority and the individual members, directors, officers and agents thereof harmless against any loss or damage to property or any injury or death of any person or persons occurring in connection with the planning and implementation of the proposed Project, or against any liability whatsoever arising out of the Project or the agreement resulting from the Company’s acceptance of this proposal other than as a result of the gross negligence or willful misconduct of any indemnified party. The Company also agrees to reimburse or otherwise pay on behalf of the Authority any and all reasonable expenses not hereinbefore mentioned incurred by the Authority in connection with the proposed Project. This indemnity shall be superseded by a similar indemnity in the Basic Security Document, and, if the Bonds are not issued and delivered, this indemnity shall survive the termination of this proposal.

10. The rights and obligations of the Company hereunder may be assigned to and exercised by such person, firm or corporation as may be selected by the Company, and approved by the Authority. It is expressly agreed by the Authority that this proposal (and the Definitive Documents) will be assignable to a Qualified Real Estate Investor (as that term is defined in the standard documents that the Authority has provided to the Company for review prior to the date of this proposal).

11. The Company will pay the Authority upon the issuance of Bonds, a fee of one eighth of one percent (0.125%) of the bonds issued. Payment of such fee is contingent upon the issuance and sale of the Bonds.

12. All fees, including the fees and expenses of the Authority's legal counsel, will be paid at closing or, with the prior written permission of the Authority, within one week of closing.

13. The issuance of the Bonds is conditioned upon the Authority's approval of a final bond resolution incorporating such terms or conditions as the Authority, in its sole discretion, deems appropriate and the receipt of evidence satisfactory to the Authority that (i) if the Bonds are to be sold through a public offering, the Bonds must carry a rating, at a minimum, of investment grade, as determined by the Authority, and the Company will have sufficient revenues and financial ability to provide for payment of the principal of and interest on the Bonds as the same become due and payable or (ii) the Bonds have been offered only to, and are being placed in their entirety with, (x) the Company or an affiliate of the Company, or (y) an institutional investor or investors, with such knowledge and experience in financial and business matters that it or they are capable of evaluating the merits and risks of purchasing the Bonds, are able to bear the economic risk of purchasing the Bonds and are purchasing the Bonds for investment only.

14. It is the policy of the Authority that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or adoption of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority in furtherance of this Policy.

15. Unless the Authority and the Company shall have entered into a memorandum of understanding with the Fulton County Board of Assessors (the “Assessors”), relating to the ad valorem taxation of the proposed Project, the Company will pay all ad valorem taxes with respect to the Project or the site thereof, as though it were the fee simple owner thereof regardless of the fact of any ownership interest of the Authority in the Project or the site thereof; provided, that the foregoing shall not preclude the Company from asserting a claim for ad valorem tax exemption to which it would be entitled under the laws of the State of Georgia, as fee simple owner of the Project or the site thereof.

16. The Authority will use its best efforts to assist the Company to enter into an agreement by and between the Assessors, the Authority and the Company establishing the valuation of the Company’s interest in the Project prior to the issuance of the Bonds. At the Company’s sole election, if an agreement is not so entered into with the Assessors, or if the Company otherwise elects at any time not to go forward with the transaction structure contemplated in this proposal, the Company may terminate further negotiations as contemplated by this proposal. In such event, the Company agrees it is responsible for the hourly fees of the Authority’s counsel as set forth in the engagement letter with Arnall Golden Gregory LLP.

If the foregoing proposal is satisfactory to you, you may so indicate by having the following acceptance executed by a duly authorized officer of the Company and returning a copy to the Authority. This proposal and your acceptance will then constitute an agreement in principle with respect to the matters herein contained as of the date hereof.

Yours very truly,

DEVELOPMENT AUTHORITY OF FULTON COUNTY

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

( S E A L )



**ACCEPTANCE OF INDUCEMENT LETTER AND RESOLUTION  
OF THE  
DEVELOPMENT AUTHORITY OF FULTON COUNTY**

The terms and conditions set out in the Inducement Letter, Inducement Resolution and Engagement Letter dated March 26, 2019, are hereby accepted.

**EXEL INC. D/B/A DHL SUPPLY CHAIN (USA)**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## BOND RESOLUTION

THE DEVELOPMENT AUTHORITY OF FULTON COUNTY  
AUTHORIZING, INTER ALIA, THE ISSUANCE OF AN  
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED  
\$20,000,000 OF DEVELOPMENT AUTHORITY OF FULTON  
COUNTY TAXABLE REVENUE BONDS (WLKR PONCE  
OWNER LLC PROJECT), SERIES 2019

Adopted March 26, 2019

- Exhibit "A" - Form of Lease Agreement;
- Exhibit "B" - Form of Indenture of Trust;
- Exhibit "C" - Form of Bond Purchase Agreement;
- Exhibit "D" - Form of Guaranty Agreement;
- Exhibit "E" - Form of Home Office Payment Agreement; and
- Exhibit "F" - Form of Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest.

## BOND RESOLUTION

WHEREAS, the Development Authority of Fulton County, a public body corporate and politic (the "Issuer") created and existing pursuant to the provisions of the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62-1 *et seq.*), as amended (the "Act"), and an activating resolution of the Board of Commissioners of Fulton County, Georgia, adopted on May 16, 1973, its directors have been appointed as provided therein and are currently acting in that capacity; and

WHEREAS, the Issuer has been created to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities and to promote the general welfare of the State of Georgia; the Act empowers the Issuer to issue its revenue obligations, in accordance with the applicable provisions of the Revenue Bond Law of the State of Georgia (O.C.G.A. Sections 36-82-60 *et seq.*); as heretofore and hereafter amended, for the purpose of acquiring, constructing and installing any "project" (as defined in the Act) for lease or sale to prospective tenants or purchasers in furtherance of the public purpose for which it was created; and

WHEREAS, in accordance with the applicable provisions of the Act, the Issuer, in furtherance of the public purpose for which it was created, proposes to enter into a Lease Agreement (the "Lease Agreement"), dated as of the date of issuance of the hereinafter authorized Bonds, with WLKR Ponce Owner LLC, a Delaware limited liability company (the "Company"), under the terms of which the Issuer agrees to finance the construction, development and installation of certain improvements, machinery, fixtures and equipment (collectively, the "Project"), all as is more fully set forth in the Lease Agreement for the exclusive use and occupancy of the Company, and the Company agrees to pay to the Issuer specified rents and other payments which will be fully sufficient to pay the principal of and interest on the Bonds hereinafter authorized as the same become due and to pay certain administrative expenses in connection with said Bonds; and

WHEREAS, after careful study and investigation by the Issuer, it appears to be in the best interest of the citizens of Fulton County, Georgia (the "County"), that the Lease Agreement be entered into, and the Issuer has found and does hereby declare that the financing or refinancing of the acquisition, construction and installation of the Project is a lawful and valid public purpose in that it will further the public purpose intended to be served by Section 36-62-2(6)(N) of the Act (and not as a "project" described in Section 36-62-2(6)(J) of the Act or in any other provision of the Act defining the term "project" or authorizing "projects"); the Project will create jobs and thereby develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare and promote the general welfare of the State of Georgia; that the issuance of the Bonds to acquire the Project and the leasing thereof to the Company will be in the public interest of the inhabitants of Fulton County, Georgia and of the State of Georgia; that the Project and the use thereof will further the public purposes of the Act for which the Issuer was created, and that the Project and the Bonds will be sound, feasible, and reasonable; and



WHEREAS, the Issuer further finds and determines that (i) the adoption of this Bond Resolution and the subsequent issuance of the Bonds to acquire the Project does not constitute a “business loan” or confer any other “public benefit” within the meaning of Section 50-36-1 of the Act, and (ii) neither the Company nor any other participant in the transaction involving the Bonds or the Project and their respective counsel constitute “an applicant for public benefits” within the meaning of Section 50-36-1 of the Act in connection with the issuance of the Bonds; therefore, such persons are not subject to Systematic Alien Verification and Entitlement pursuant to such code section in connection with the issuance of the Bonds; and

WHEREAS, the Issuer further finds and determines that the Project is not a public project and is therefore not subject to the Georgia Local Government Public Works Construction Law (Section 36-91-1, et seq. of the Act); and

WHEREAS, a project summary for the Project has been prepared by the Company, and it is estimated that the cost of financing the Project will be approximately \$20,000,000 (said project summary has been approved by the Company and the Issuer); and

WHEREAS, the most feasible method of financing the acquisition, construction, installation and development of the Project is by the issuance of an aggregate principal amount not to exceed \$20,000,000 of Development Authority of Fulton County Taxable Revenue Bonds (WLKR Ponce Owner LLC Project), Series 2019 (the “Bonds”); and

WHEREAS, under the terms of the Lease Agreement, the Issuer will receive specified rents and other payments from the Company, which said payments shall be assigned and pledged, together with the Lease Agreement itself, all rental payments and other payments to be received pursuant to the Lease Agreement, and all amounts on deposit from time to time in the “Bond Fund” and the “Project Fund” (as such terms are defined in the Lease Agreement) as security for the payment of the principal of and interest on the Bonds; and

WHEREAS, it is necessary that all right, title and interest of the Issuer in the Lease Agreement, together with the Lease Agreement itself (except certain rights reserved by the Issuer) be assigned to a corporate trustee under the terms of an Indenture of Trust (the “Indenture”), dated as of the date of issuance and delivery of the Bonds, to be entered into by and between the Issuer and Synovus Bank, as trustee (the “Trustee”); and

WHEREAS, the Trustee, the Issuer, the Company and WLKR Ponce Owner LLC, in its capacity as purchaser of the Bonds (the “Purchaser”), propose to enter into a Home Office Payment Agreement (the “Home Office Payment Agreement”), pursuant to which the Company will agree, among other things, to pay directly to the Purchaser the moneys sufficient to provide for the payment of the debt service on the Bonds; and

WHEREAS, the Company, as guarantor, has agreed to enter into a Guaranty Agreement, dated as of the date of issuance of the Bonds (the “Guaranty Agreement”), pursuant to which the Company agrees to pay to the Trustee for the benefit of the owners from time to time of the Bonds, rental payments set forth under the Lease Agreement as the same become due together with other fees and expenses thereunder; and

WHEREAS, the leasehold interest of the Company shall be valued for ad valorem property taxes in accordance with a Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest Tax (the "Tax Memorandum"), among the Issuer, the Company and the Fulton County Board of Assessors;

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

Section 2. Findings. It is hereby ascertained, determined and declared that:

(a) the development, construction and installation of the Project (and the financing thereof as a "project" under Section 36-62-2(6)(N) of the Act) is a lawful and valid public purpose in that it will further the public purpose intended to be served by the Act including the development of trade, commerce, industry and employment opportunities in the County;

(b) the Project meets the requirements for a "Project" as such term is defined Section 36-62-2(6)(N) of the Act, in so far as a majority of the members of the Issuer hereby determine that the Project and the financing thereof by the Issuer is for the essential public purpose of the development of trade, commerce, industry and employment opportunities in Fulton County, Georgia;

(c) the specified rents and other payments to be received by the Issuer under the Lease Agreement will be fully sufficient to pay the principal of and the interest on the Bonds as the same become due and to pay certain administrative expenses in connection with the Bonds;

(d) the Company is required to maintain the Project therein described and to carry all property insurance with respect thereto at the expense of the Company and also to pay the Trustee's annual fee for serving as Trustee and paying agent;

(e) the Bonds will constitute only limited obligations of the Issuer and will be payable solely from the revenues to be assigned and pledged to the payment thereof and will not constitute a debt or a general obligation or a pledge of the faith and credit of the State of Georgia, Fulton County, Georgia, and will not directly, indirectly, or contingently obligate said State or said County to levy or to pledge any form of taxation whatever for the payment thereof; and

(f) the Project will be self-liquidating and the Issuer shall not operate the Project as a business other than as a lessor.



Section 3. Authorization of Acquisition, Construction and Installation of Project. The acquisition, construction and installation of the Project as contemplated in the Lease Agreement is hereby authorized.

Section 4. Authorization of Bonds. For the purpose of paying the cost, in whole or in part, of financing or refinancing of the Project and the construction, installation and development of the Project, the issuance in one or more series, of an aggregate principal amount not to exceed \$20,000,000 of revenue bonds of the Issuer known as the "Development Authority of Fulton County Taxable Revenue Bonds (WLKR Ponce Owner LLC Project), Series 2019," is hereby authorized. The Bonds shall be dated, mature, bear interest, be subject to redemption prior to maturity and be payable as set forth in Articles II and III of the Indenture. The Bonds shall be issued as registered Bonds without coupons in various denominations with such rights of exchangeability and transfer and shall be in the form and executed and authenticated in the manner provided in the Indenture. The term "Bonds" as used herein shall be deemed to mean and include the Bonds as initially issued and delivered and Bonds issued in exchange therefor or in exchange for Bonds previously issued.

Any Bonds hereafter issued in exchange for the Bonds initially issued and delivered pursuant to the Indenture shall be executed in accordance with the provisions of the Indenture and such execution by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer, whether present or future, is hereby authorized. A certificate of validation shall be endorsed upon each of such Bonds hereafter issued, and the Clerk of the Superior Court of Fulton County, Georgia, is instructed to execute such certificate of validation upon the written request of the Trustee or the Issuer, specifying that such Bond is being issued in exchange or for transfer of registration for one of the Bonds issued and delivered to the initial purchaser thereof or one of the Bonds previously issued in exchange therefor.

Section 5. Authorization of Lease Agreement. The execution, delivery and performance of the Lease Agreement by and between the Issuer and the Company be and the same are hereby authorized. The Lease Agreement shall be in substantially the form attached hereto as Exhibit "A," subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Lease Agreement by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

Section 6. Authorization of Indenture. In order to secure the payment of the principal of and interest on the Bonds herein authorized, and in order to secure the performance and observance of all the agreements and conditions in the Bonds, the execution, delivery and performance of the Indenture by and between the Issuer and the Trustee be and the same are hereby authorized. The Indenture shall be in substantially the form attached hereto as Exhibit "B," subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Indenture by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer as hereby authorized shall be conclusive evidence of any such approval.



Section 7. Authorization of Bond Purchase Agreement. The execution, delivery and performance of the Bond Purchase Agreement providing for the sale of the Bonds, by, between and among the Issuer and the Company, in its capacity as lessee and in its separate capacity as purchaser of the Bonds, be and the same are hereby authorized. The Bond Purchase Agreement shall be in substantially the form attached hereto as Exhibit "C," subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Bond Purchase Agreement by the Chairman or Vice Chairman of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

Section 8. Acknowledgment of Guaranty Agreement. The Guaranty Agreement to be entered into by and between the Company and the Trustee in connection with the issuance of the Bonds shall be in substantially the form attached hereto as Exhibit "D," subject to such minor changes, insertions or omissions as may be approved by the Company and the Trustee prior to the execution and delivery thereof.

Section 9. Authorization of Home Office Payment Agreement. The execution, delivery and performance of the Home Office Payment Agreement, among the Trustee, the Issuer and the Company and the Purchaser, be and the same are hereby authorized. The Home Office Payment Agreement shall be in substantially the form attached hereto as Exhibit "E," subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Home Office Payment Agreement by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

Section 10. Authorization of Tax Memorandum. The execution, delivery and performance of the Tax Memorandum among the Issuer, the Company, and the Fulton County Board of Assessors, be and the same are hereby authorized. The Tax Memorandum shall be in substantially the form attached hereto as Exhibit "F," subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Tax Memorandum by the Chairman or Vice Chairman of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

Section 11. Designation of Trustee. Synovus Bank is hereby designated Trustee under the Indenture, Paying Agent and Bond Registrar for the Bonds.

Section 12. Execution of Bonds. The Bonds shall be executed in the manner provided in the Indenture and the same shall be delivered to the Trustee for proper authentication and delivery to the purchaser or purchasers thereof with instructions to that effect as provided in the Indenture. Anything herein or in the Indenture to the contrary notwithstanding, the Chairman or Vice Chairman of the Issuer is hereby authorized to execute the Bonds in the event of the absence or incapacity of the Chairman or Vice Chairman of the Issuer, and any Assistant Secretary of the Issuer is hereby authorized to attest the Bonds in the absence or incapacity of the Secretary of the Issuer.

Section 13. Validation of Bonds. The Chairman or, in his absence or incapacity, the Vice Chairman of the Issuer is hereby authorized and directed to immediately notify the District



Attorney of the Atlanta Judicial Circuit of the action taken by the Issuer, to request such District Attorney to institute a proceeding to confirm and validate the Bonds and to pass upon the security therefor, and said Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are further authorized to acknowledge service and make answer in such proceeding.

Section 14. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Lease Agreement, the Indenture and the Bond Purchase Agreement shall be deemed to be a stipulation, obligation or agreement of any officer, director, member, agent or employee of the Issuer in his individual capacity, and no such officer, director, member, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 15. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, 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 intent of this Bond Resolution and 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 and certificates as may be necessary or desirable in connection with the issuance of the Bonds and the execution and delivery of the Indenture, the Lease Agreement, the Bond Purchase Agreement, the Home Office Payment Agreement and the Tax Memorandum.

The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized and directed to prepare and furnish to the purchaser or purchasers, when the Bonds are issued, certified copies of all the proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer as to the truth of all statements contained therein.

Section 16. Actions Approved and Confirmed. All acts and doings of the officers of the Issuer which are in conformity with the purposes and intents of this Bond Resolution and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Indenture, the Lease Agreement, the Bond Purchase Agreement, the Home Office Payment Agreement and the Tax Memorandum shall be, and the same hereby are, in all respects approved and confirmed.

Section 17. Severability of Invalid Provisions. 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 or of the Bonds authorized hereunder.

Section 18. Repealing Clause. 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.

Section 19. Performance Audit. The Issuer hereby waives the provisions of O.C.G.A. § 36-82-100 requiring that a performance audit or performance review be conducted with respect to the expenditure of the proceeds of the Bonds. The notice of the hearing to validate the Bonds shall contain a specific waiver expressly stating that no performance audit or performance review shall be conducted with respect to the expenditure of the proceeds of the Bonds.

Section 20. Effective Date. This Bond Resolution shall take effect immediately upon its adoption.



ADOPTED this 26<sup>th</sup> day of March, 2019.

DEVELOPMENT AUTHORITY OF  
FULTON COUNTY

(CORPORATE SEAL)

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

Attest:

\_\_\_\_\_  
Secretary

Exhibit "A"

Form of Lease Agreement

Exhibit "B"

Form of Indenture of Trust



## Exhibit "C"

### Form of Bond Purchase Agreement

Exhibit "D"

Form of Guaranty Agreement

Exhibit "E"

Form of Home Office Payment Agreement



Exhibit "F"

Form of Memorandum of Agreement  
Regarding Lease Structure and Valuation of Leasehold Interest

SECRETARY'S CERTIFICATE

I, the undersigned Secretary of the Development Authority of Fulton County (the "Issuer"), DO HEREBY CERTIFY, that the foregoing pages of typewritten matter pertaining to an aggregate principal amount not to exceed \$20,000,000 of the Development Authority of Fulton County Taxable Revenue Bonds (WLKR Ponce Owner LLC Project), Series 2019, constitute a true and correct copy of the Bond Resolution, adopted on March 26, 2019, by the directors of the Issuer in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Bond Resolution appears of record in the Minute Book of the Issuer which is in my custody and control.

WITNESS my hand and the official seal of the Development Authority of Fulton County, this 26<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Secretary  
Development Authority of Fulton County

(CORPORATE SEAL)

## **BOND RESOLUTION**

**A RESOLUTION OF THE DEVELOPMENT AUTHORITY OF FULTON COUNTY AUTHORIZING, *INTER ALIA*, THE ISSUANCE OF THE DEVELOPMENT AUTHORITY OF FULTON COUNTY TAXABLE REVENUE BONDS (ALTA DAIRIES II PROJECT), SERIES 2019, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$57,500,000.**

*Adopted March 26, 2019*

- Exhibit A— Indenture of Trust
- Exhibit B — Lease Agreement
- Exhibit C — Bond Purchase Agreement
- Exhibit D — Deed to Secure Debt, Assignment of Rents and Leases, Security Agreement and Fixture Filing
- Exhibit E — Guaranty Agreement
- Exhibit F — Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest
- Exhibit G — Home Office Payment Agreement



## BOND RESOLUTION

**WHEREAS**, the Development Authority of Fulton County, a development authority and public body corporate and politic (the “**Issuer**”) created and existing pursuant to the provisions of the Development Authorities Law of the State of Georgia (O.C.G.A. § 36-62-1, *et seq.*), as heretofore and hereafter amended (the “**Act**”), and an activating resolution of the Board of Commissioners of Fulton County, Georgia, adopted on May 16, 1973, has been activated as required by the terms of the Act, its directors have been appointed as provided therein and are currently acting in that capacity; and

**WHEREAS**, the Issuer has been created to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities in Fulton County (the “**County**”) and to promote the general welfare of the State of Georgia (the “**State**”); the Issuer is authorized by the Act to issue its revenue bonds to acquire land, buildings and related personal property, which revenue bonds are required to be validated pursuant to the provisions of the Revenue Bond Law (O.C.G.A. § 36-82-60, *et seq.*); and

**WHEREAS**, the Act further authorizes and empowers the Issuer: (i) to lease any such projects; (ii) to pledge, mortgage, convey, assign, hypothecate or otherwise encumber such projects and the revenues therefrom as security for the Issuer’s revenue bonds; and (iii) to do any and all acts and things necessary or convenient to accomplish the purpose and powers of the Issuer; and

**WHEREAS**, the Issuer, in furtherance of the public purpose for which it was created, proposes to issue its Development Authority of Fulton County Taxable Revenue Bonds (Alta Dairies II Project), Series 2019, to be issued in a maximum aggregate principal amount of \$57,500,000 (the “**Bonds**”), the proceeds of which are to be used to acquire land, improvements, and related building fixtures and building equipment (the “**Project**”), to be leased by the Issuer to WP South Acquisitions, L.L.C., a Georgia limited liability company, or an affiliate thereof (the “**Company**”), pursuant to the terms of a Lease Agreement (the “**Lease**”) between the Issuer and the Company, for use as a residential development and an economic development project under O.C.G.A. § 36-62-2(6)(N); and

**WHEREAS**, the Bonds are to be issued under the terms of an Indenture of Trust (the “**Indenture**”), to be entered into by and between the Issuer and Synovus Bank, a Georgia banking corporation authorized to accept and execute trusts of the character set out in the Indenture, as trustee (the “**Trustee**”); and

**WHEREAS**, the Bonds are to be sold to the Company by the Issuer under the terms of a Bond Purchase Agreement (the “**Bond Purchase Agreement**”) between the Issuer and the Company, in its capacity as lessee under the Lease and purchaser of the Bonds; and

**WHEREAS**, the Bonds are to be secured by a Deed to Secure Debt, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the “**Security Document**”), from the Issuer in favor of the Trustee; and

**WHEREAS**, the Bonds are to be secured by a Guaranty Agreement (the “**Guaranty Agreement**”), from the Company in favor of the Trustee; and

**WHEREAS**, the Issuer, the Company and the Fulton County Board of Assessors (the “**Board**”) are to enter into a Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest (the “**Memorandum of Agreement**”), pursuant to which the Board will agree to utilize the *ad valorem* valuation methodology set forth in the Memorandum of Agreement; and

**WHEREAS**, under the terms of the Lease, the Issuer will receive specified rents and other payments from the Company, which shall be assigned and pledged by the Indenture and the Security Document, together with the Lease itself, all rental payments and other payments to be received pursuant to the Lease, and all amounts on deposit from time to time in the “**Bond Fund**” and the “**Project Fund**” (as such terms are defined in the Indenture) as security for the payment of the principal of, and the redemption premium (if any) and the interest on, the Bonds; and

**WHEREAS**, the Project is expected to create or retain jobs in the County; and

**WHEREAS**, after careful study and investigation of the nature of the Project, the Issuer hereby finds and determines that the Project constitutes a “project” as defined in O.C.G.A. § 36-62-2(6)(N) (and not as a “project” described in O.C.G.A. § 36-62-2(6)(J), O.C.G.A. § 36-62-2(6)(H), or in any other provision of the Act defining the term “project” or authorizing “projects”); the Project will create jobs and thereby develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare and promote the general welfare of the State; that the issuance of the Bonds to acquire the Project and the leasing thereof to the Company will be in the public interest of the inhabitants of the County and of the State; that the Project and the use thereof will further the public purposes of the Act for which the Issuer was created, and that the Project and the Bonds will be sound, feasible, and reasonable; and

**WHEREAS**, the Issuer further finds and determines that (i) the adoption of this Bond Resolution and the subsequent issuance of the Bonds to acquire the Project does not constitute a “business loan” or confer any other “public benefit” within the meaning of O.C.G.A. § 50-36-1, and (ii) neither the Company nor any other participant in the transaction involving the Bonds or the Project and their respective counsel constitute an “applicant for public benefits” within the meaning of O.C.G.A. § 50-36-1 in connection with the issuance of the Bonds; therefore, such persons are not subject to Systematic Alien Verification of Entitlement pursuant to such code section in connection with the issuance of the Bonds; and

**WHEREAS**, the Issuer further finds and determines that the Project is not a public project and is therefore not subject to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1, *et seq.*); and

**WHEREAS**, the Issuer further finds and determines that the economic benefits that will inure to the County and the State from the Project and the operation thereof and the payments to be made under the Lease thereof and the related purchase option in the Lease will be equal to or greater in value than the benefits to be derived by the Company that is the lessee thereof under the Lease and, therefore, the issuance of the Bonds to acquire the Project, and the leasing of the Project



to the Company under the Lease, the granting to the Company of the purchase option contained in the Lease, and the execution and delivery of the Security Document do not violate the prohibition in the Georgia constitution on the payment by public bodies of gratuities to private sector persons; and

**WHEREAS**, the proposed form of the following documents related to the Bonds are attached hereto as Exhibits:

- Exhibit A — the Indenture;
- Exhibit B — the Lease;
- Exhibit C — the Bond Purchase Agreement;
- Exhibit D — the Security Document;
- Exhibit E — the Guaranty Agreement;
- Exhibit F — the Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest; and
- Exhibit G — the Home Office Payment Agreement.

Exhibits A through G of this Bond Resolution and any documents attached as exhibits or schedules to such Exhibits are collectively called the “**Bond Documents**”; this Bond Resolution, the Bond Documents, the security pledged by the Indenture and Security Document to the Bonds and any amounts payable under the Guaranty Agreement are collectively called the “**Bond Security**.” The above-referenced Bond Documents, including any exhibits thereto, are incorporated herein and made a part hereof by this reference. Those of the Bond Documents to which the Issuer is to be a party signatory are herein called the “**Issuer Documents**,” and those of the Bond Documents to which the Company is to be a party signatory are called the “**Company Documents**”; and

**WHEREAS**, the Issuer desires to elect to waive the requirements of O.C.G.A. § 36-82-100, requiring a performance audit or performance review to be conducted with respect to the Bonds, and in connection therewith, to include language, in bold face type, in the Notice to the Public regarding the validation hearing for the Bonds stating that no performance audit or review will be conducted; and

**WHEREAS**, this Bond Resolution has been duly adopted and all things necessary to make the Bonds, when validated, issued and delivered as provided in this Bond Resolution, the legal, valid, binding, and enforceable limited obligation of the Issuer according to the import thereof, and to create a valid pledge of the Trust Estate (as defined in the Indenture) for such Bonds, have been done and performed, and the execution and delivery of the Issuer Documents and the execution, issuance, and delivery of the Bonds, subject to the terms hereof, have in all respects been authorized.



**NOW, THEREFORE, BE IT RESOLVED** by the Development Authority of Fulton County, as follows:

**Section 1. Authority for Bond Resolution.** This Bond Resolution is adopted pursuant to the provisions of the Act.

**Section 2. Findings.** It is hereby found, ascertained, determined and declared that:

(a) the recitals preceding Section 1 (the “**Recitals**”) are part of this Bond Resolution and constitute findings on the part of the Issuer;

(b) the Project constitutes a “project” as defined in O.C.G.A. § 36-62-2(6)(N) (and not as a “project” described in O.C.G.A. § 36-62-2(6)(J), O.C.G.A. § 36-62-2(6)(H), or in any other provision of the Act defining the term “project” or authorizing “projects”) and the acquisition, construction and installation of the Project is a lawful and valid public purpose in that it will further the public purposes intended to be served by the Act;

(c) the specified rents and other payments to be received by the Issuer under the Lease will be fully sufficient to pay the principal of, and the redemption premium (if any) and the interest on, the Bonds as the same become due and to pay certain administrative expenses in connection with the Bonds;

(d) the Company is required to maintain the Project and to carry all proper insurance with respect thereto at the expense of that Company and also to pay the Trustee’s annual fee for serving as Trustee and paying agent for the Bonds;

(e) the Bonds will constitute only limited obligations of the Issuer and will be payable solely from the revenues to be assigned and pledged to the payment thereof and will not constitute a debt or a general obligation or a pledge of the faith and credit of the State or the County and will not directly, indirectly, or contingently obligate the State, the Issuer or the County to levy or to pledge any form of taxation whatsoever for the payment thereof; and

(f) the Project will be self-liquidating and the Issuer shall not operate the Project as a business other than as a lessor.

**Section 3. Authorization of Acquisition, Construction, and Installation of the Project.** The acquisition, construction, and installation of the Project by the Company as contemplated in the Lease is hereby authorized.

**Section 4. Authorization of Bonds.** In consideration for the acquisition, construction and equipping of the Project and the transfer of title to the Project to the Issuer, the issuance of up to \$57,500,000 in aggregate principal amount of revenue bonds of the Issuer, known as “Development Authority of Fulton County Taxable Revenue Bonds (Alta Dairies II Project), Series 2019,” is hereby authorized. The Bonds shall have a final maturity on May 1, 2033 and may be made subject to scheduled amortization payments all as may be agreed to by the Company and the official of the Issuer who executes the Bonds, such agreement to be evidenced by the Bonds when executed. The Bonds shall be issued in one or more series or subseries as registered Bonds

without coupons in various denominations, with such rights of exchangeability and transfer of registration, and shall be in the form and executed and authenticated in the manner provided in the Indenture.

All Bonds (including any Bonds hereafter issued in exchange for the Bonds initially issued and delivered pursuant to the Indenture) shall be executed in accordance with the provisions of the Indenture, and such execution by the Chairman or Vice Chairman and attestation by the Secretary or Assistant Secretary of the Issuer, whether present or future, is hereby authorized. A certificate of validation shall be endorsed upon the Bonds hereafter issued, and the Clerk of the Superior Court of Fulton County, Georgia, is instructed to execute such certificate of validation upon the written request of the Trustee or the Issuer, specifying that such Bond is being issued in exchange or for transfer of registration for one of the Bonds issued and delivered to the initial purchaser thereof or one of the Bonds previously issued in exchange therefor. The Bonds shall bear interest at the rate of 4.00% per annum (computed on the basis of a 365/366-day year), as provided in the Indenture. The aggregate principal and interest payable on the Bonds in any year shall not exceed \$59,800,000.

**Section 5. Authorization of Indenture and Designation of Trustee Thereunder.** The Bonds shall be issued under the Indenture, which shall be substantially in the form attached hereto as Exhibit A, subject to such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer; the execution of the Indenture by the Chairman or Vice Chairman and attestation by the Secretary or Assistant Secretary of the Issuer (said execution and attestation being hereby authorized) shall be conclusive evidence of any such approval. Synovus Bank, a Georgia banking corporation which is authorized to accept and execute trusts of the character set out in the Indenture, is hereby designated to serve as Trustee under the Indenture, and as Paying Agent and Bond Registrar for the Bonds.

**Section 6. Authorization of Lease.** The Project shall be leased under the Lease by the Issuer to the Company. The Lease shall be in substantially the form of the Lease attached hereto as Exhibit B, subject to such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer; the execution of the Lease by the Chairman or Vice Chairman and attestation by the Secretary or Assistant Secretary of the Issuer (said execution and attestation being hereby authorized) shall be conclusive evidence of any such approval.

**Section 7. Authorization of Bond Purchase Agreement.** In connection with the decision by the Company to purchase the Bonds rather than seek to sell the Bonds to an underwriter or another third party, the Bonds shall be sold to the Company pursuant to the Bond Purchase Agreement, which shall be in substantially the form attached hereto as Exhibit C, subject to such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer; and the execution of the Bond Purchase Agreement by the Chairman or Vice Chairman of the Issuer and attestation by the Secretary or Assistant Secretary of the Issuer (said execution and attestation being hereby authorized) shall be conclusive evidence of any such approval.

**Section 8. Authorization of Security Document.** The Bonds shall be secured by the Security Document encumbering, among other things, the Project, when and to the extent acquired by the Issuer, rents from the Project and amounts held by the Trustee for the Bonds under the Indenture. The execution, delivery and performance of the Security Document are hereby



authorized. The Security Document shall be in substantially the form attached hereto as Exhibit D, subject to such changes, insertions or omissions as may be desirable and as, after review by the Issuer's counsel, are approved by the Chairman or Vice Chairman of the Issuer; and the execution of the Security Document by the Chairman or Vice Chairman and attestation by the Secretary or Assistant Secretary of the Issuer (said execution and attestation being hereby authorized) shall be conclusive evidence of any such approval.

**Section 9. Acknowledgment of Guaranty Agreement.** There is to be a Guaranty Agreement for the Bonds to be executed by the Company. The Guaranty Agreement shall be in substantially the form attached hereto as Exhibit E, subject to such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer; and the execution of the Bond Purchase Agreement by the Chairman or Vice Chairman of the Issuer (said execution and attestation being hereby authorized) shall be conclusive evidence of any such approval.

**Section 10. Authorization of Memorandum of Agreement.** The Memorandum of Agreement to be entered into between and among the Issuer, the Company and the Board in connection with the issuance of the Bonds shall be in substantially the form attached hereto as Exhibit F, subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Memorandum of Agreement by the Chairman or Vice Chairman of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

**Section 11. Authorization of Home Office Payment Agreement.** The Home Office Payment Agreement will be entered into by and between the Trustee, the Issuer and the Company, providing for payment of moneys sufficient to provide for debt service on the Bonds directly to the Company, as purchaser of the Bonds. The Home Office Payment Agreement shall be in substantially the form of the Home Office Payment Agreement attached hereto as Exhibit G, subject to such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer; the execution of the Home Office Payment Agreement by the Chairman or Vice Chairman and attestation by the Secretary or Assistant Secretary of the Issuer (said execution and attestation being hereby authorized) shall be conclusive evidence of any such approval.

**Section 12. Validation of Bonds.** The Chairman or, in his absence or incapacity, the Vice Chairman of the Issuer is hereby authorized and directed to immediately notify the District Attorney of the Atlanta Judicial Circuit of the action taken by the Issuer, to request such District Attorney to institute a proceeding to confirm and validate the Bonds and to pass upon the security therefor, and said Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are further authorized to acknowledge service and make answer in such proceeding.

**Section 13. No Personal Liability.** No stipulation, obligation or agreement contained herein, in any Bond or in the Issuer Documents relating to any Series of Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, member, director, agent or employee of the Issuer in his individual capacity, and no such officer, member, director, agent or employee shall be personally liable on any of the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.



**Section 14. General Authority.** From and after the execution and delivery of the documents hereinabove authorized, the proper officers, members, directors, 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 intent of this Bond Resolution and 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 (including, but not limited to, the Memorandum of Agreement with the Company and the Board) and certificates as may be necessary or desirable in connection with the issuance of the Bonds and the execution and delivery of Issuer Documents. From and after the date of adoption of this Bond Resolution, the proper officers, members, directors, agents and employees of the Issuer are hereby authorized to execute an intercreditor agreement or non-disturbance, subordination and attornment agreement with any Lender (as defined in the Indenture) that is providing funding for the Project, including any Superior Security Document (as defined in the Indenture), and documents necessary or convenient to the permanent financing to be provided by any Lender. The Secretary or any Assistant Secretary of the Issuer shall be and hereby is authorized to attest the signature of any officer, member, director or employee of the Issuer and impress, imprint or otherwise affix the seal of the Issuer appearing on the Bonds or on any of the agreements, instruments, certificates, financing statements, assignments, papers and documents executed in connection with this Resolution, including, without limitation, the Issuer Documents, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary of the Issuer or the Issuer's seal on any such agreements, instruments, certificates, financing statements, assignments, papers and documents shall not affect the validity thereof or the enforceability of the Issuer's obligations thereunder.

**Section 15. Transcript of Proceedings.** The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized and directed to prepare and furnish to the purchaser or purchasers, when the Bonds are issued, certified copies of all the proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer as to the truth of all statements contained therein.

**Section 16. Actions Approved and Confirmed.** All acts and doings of the officers of the Issuer which are in conformity with the purposes and intents of this Bond Resolution and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Issuer Documents shall be, and the same hereby are, in all respects approved and confirmed.

**Section 17. Severability of Invalid Provisions.** 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 or of the Bonds authorized hereunder.

**Section 18. Repealing Clause.** 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.

**Section 19. Effective Date.** This Bond Resolution shall take effect immediately upon its adoption.

**Section 20. City of Atlanta Housing Policies.** The Issuer acknowledges that the Company will comply with the City of Atlanta Ordinance 16-O-1163, as codified by Atlanta City Code Section 54-1 *et seq.* (the “**Ordinance**”) and will enter into a land use restriction agreement with the City of Atlanta (the “**City**”) pursuant to the terms of the Ordinance, and that it is the responsibility of the Company to ensure compliance with any applicable City or County policies or ordinances, including those from Section 2.2(i) of the Lease, that may impact receipt of a certificate of occupancy.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

**ADOPTED** this 26<sup>th</sup> day of March, 2019.

**DEVELOPMENT AUTHORITY  
OF FULTON COUNTY**

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

ATTEST:

\_\_\_\_\_  
Secretary

[SEAL]



**EXHIBIT A**  
**FORM OF INDENTURE OF TRUST**  
**(ATTACHED)**

**EXHIBIT B**  
**FORM OF LEASE AGREEMENT**

(ATTACHED)

**EXHIBIT C**  
**FORM OF BOND PURCHASE AGREEMENT**

(ATTACHED)



**EXHIBIT D**

**FORM OF DEED TO SECURE DEBT,  
ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT**

(ATTACHED)

**EXHIBIT E**  
**FORM OF GUARANTY AGREEMENT**

(ATTACHED)

**EXHIBIT F**

**FORM OF MEMORANDUM OF AGREEMENT REGARDING  
LEASE STRUCTURE AND VALUATION OF LEASEHOLD INTEREST**

(ATTACHED)



**EXHIBIT G**

**FORM OF HOME OFFICE PAYMENT AGREEMENT**

(ATTACHED)

## SECRETARY'S CERTIFICATE

The undersigned Secretary of the Development Authority of Fulton County (the "Issuer"), **DOES HEREBY CERTIFY** that the foregoing pages pertaining to the issuance of the Development Authority of Fulton County Taxable Revenue Bonds (Alta Dairies II Project), Series 2019, to be issued in a maximum aggregate principal amount of \$57,500,000, constitute a true and correct copy of the Bond Resolution adopted by the Issuer at an open public meeting at which a quorum was present, duly called and lawfully assembled at 2:00 p.m., on the 26th day of March, 2019, the original of such Bond Resolution being duly recorded in the Minute Book of the Issuer, which Minute Book is in my custody and control.

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

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and that the Bond 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 the official seal of the Development Authority of Fulton County, this 26th day of March, 2019.

\_\_\_\_\_  
Secretary

(SEAL)

## **BOND RESOLUTION**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEVELOPMENT AUTHORITY OF FULTON COUNTY AUTHORIZING, INTER ALIA, THE ISSUANCE OF DEVELOPMENT AUTHORITY OF FULTON COUNTY MULTIFAMILY HOUSING REVENUE BONDS (PHOENIX RIDGE APARTMENTS) SERIES 2019, IN A MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$50,000,000.**

Adopted: March 26, 2019

- |             |  |
|-------------|--|
| Exhibit "1" | Form of Indenture of Trust, to be dated as of April 1, 2019 or such other date as agreed to by the parties thereto;                                    |
| Exhibit "2" | Form of Loan Agreement, to be dated as of April 1, 2019 or such other date as agreed to by the parties thereto;  |
|             | Exhibit "A" – Form of Promissory Note, to be dated the date of issuance and delivery of the Bonds;   |
| Exhibit "3" | Form of Bond Purchase Agreement, to be dated the date of the purchase of the Bonds, or such other date as agreed to by the parties thereto;            |
| Exhibit "4" | Form of Land Use Restriction Agreement, to be dated the date of issuance and delivery of the Bonds;  |
| Exhibit "5" | Form of Tax Regulatory Agreement and No-Arbitrage Certificate, to be dated as of April 1, 2019 or such other date as agreed to by the parties thereto; |
| Exhibit "6" | Form of Deed to Secure Debt, to be dated the date of issuance and delivery of the Bonds; and   |
| Exhibit "7" | Form of Guaranty of Debt Service, to be dated as of April 1, 2019 or such other date as agreed to by the parties thereto.                              |



## BOND RESOLUTION

**WHEREAS**, the Development Authority of Fulton County (the "Issuer") is a public body corporate and politic and has been created pursuant to the provisions of the Development Authorities Law, O.C.G.A. Section 36-62-1 *et seq.*, as amended (the "Act") and activated by a resolution of the Board of Commissioners of Fulton County on May 16, 1973. The Issuer has been duly created, its members have been appointed, and the Issuer is operating and existing as a public body corporate and politic; and

**WHEREAS**, the Issuer was created for the purpose, *inter alia*, of furthering trade, commerce, industry and employment opportunities and promoting the public good and general welfare within Fulton County, Georgia and the Act empowers the Issuer to issue its revenue obligations in accordance with the applicable provisions of the Revenue Bond Law of the State of Georgia, O.C.G.A. § 36-82-60, *et seq.*, as amended, in furtherance of the public purpose for which it was created; and

**WHEREAS**, the Issuer, upon the request of Phoenix Ridge GA TC, LP, a Georgia limited partnership (the "Borrower"), and in furtherance of the public purpose for which it was created has determined to issue its Multifamily Housing Revenue Bonds (Phoenix Ridge Apartments) Series 2019 (the "Bonds") in a maximum principal amount of not to exceed \$50,000,000 for the purpose of financing the acquisition, rehabilitation and equipping of an approximately 396-unit existing affordable housing community located at 900 New Town Circle SE in Fulton County, Georgia ("Project"); and

**WHEREAS**, in accordance with the applicable provisions of the Act, the Issuer, in furtherance of the public purpose for which it was created, proposes to enter into a Loan Agreement (the "Loan Agreement"), to be dated as of April 1, 2019 or such other date as agreed to by the parties thereto, with the Borrower, who has represented to the Issuer that it is a for-profit company in the business of developing projects in the multifamily housing industry, under the terms of which the Issuer agrees to loan the proceeds of the sale of the Bonds to the Borrower (the "Loan") to finance the Project, and the Borrower agrees to pay the Trustee specified payments which will be fully sufficient to pay the principal of, redemption premium, if any, and the interest on the Bonds hereinafter authorized as the same becomes due; and

**WHEREAS**, the Borrower's payment obligation in respect of the Loan Agreement will be evidenced by a promissory note, to be dated the date of issuance and closing of the Bonds by the Borrower in favor of the Issuer and the Issuer will endorse the promissory note to the Trustee (the "Note"); and

**WHEREAS**, in accordance with the applicable provisions of the Act, the Issuer, in furtherance of the public purpose for which it was created, acknowledges that the Borrower and various other parties, to further secure the Borrower's obligations under the loan agreement, will execute and deliver in favor of the Trustee: (a) the Deed to Secure Debt, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed to Secure Debt"), made by the Borrower covering the Project Facilities (as defined in the Indenture), a form of which is attached hereto as **Exhibit "6"** and (b) the Guaranty of Debt Service and Stabilization made by Frank Sinito (the "Guarantor"), an individual (the "Guaranty of Debt Service") to guarantee the full payment of



principal and interest on the Bonds through and including the date on which the Project achieves stabilization, a form of which is attached hereto as **Exhibit "7"**; and

**WHEREAS**, in accordance with the applicable provisions of the Act, the Issuer, in furtherance of the public purpose for which it was created, acknowledges that the Borrower and various other parties, as additional security for the Borrower's obligations under the loan agreement, will execute and deliver in favor of the Trustee: (a) the Environmental Indemnity Agreement by the Borrower and the Guarantor (the "Environmental Indemnity") pursuant to which the Borrower and the Guarantor shall indemnify and hold the Trustee harmless from environmental liabilities; (b) the Assignment of Management Agreement by the Borrower, consented to by the Manager (as defined in the Indenture) (the "Assignment of Management Agreement and Consent"); (c) the Replacement Reserve and Security Agreement made by the Borrower (the "Replacement Reserve Agreement"); (d) the Assignment of Housing Assistance Payments made by the Borrower for the HAP Contracts in effect for the Project Facilities, consented to by HUD (the "Assignment of HAP Contract"); (e) the Assignment of Project Documents made by the Borrower (the "Assignment of Project Documents") and consented to by the Architect and the Contractor (as each is defined in the Indenture); (f) the Guaranty of Recourse Obligations made by the Guarantor (the "Guaranty of Recourse Obligations"); (g) the Guaranty of Completion made by the Guarantor (the "Guaranty of Completion"); (h) the Assignment of Leases, Rents and Other Income, made the Borrower (the "Assignment of Rents"); (i) the Assignment of Capital Contributions by the Borrower (the "Assignment of Capital Contributions"); (j) a Limited Guaranty, Pledge of Partnership Interests and Security Agreement, dated the date hereof, by the General Partner (as defined in the Indenture) (the "General Partner Pledge"); and (k) a Developer Limited Guaranty, Pledge and Security Agreement dated from the Developer (as defined in the Indenture) (the "Developer Fee Pledge"); and

**WHEREAS**, the Issuer, the Borrower and the Trustee will enter into a Land Use Restriction Agreement for the Project, to be dated as of date the Bonds are issued (the "Land Use Restriction Agreement"), or such other date as agreed to by the parties thereto, in connection with the Project pursuant to which the Borrower will covenant that the Project will at all times be occupied in accordance with Section 142(d) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in order that the interest on the Bonds be and continue to be excluded from the gross income of the holders for federal income tax purposes; and

**WHEREAS**, the Issuer, the Trustee and the Borrower will enter into a Tax Regulatory Agreement and No-Arbitrage Certificate for the Project, to be dated as of April 1, 2019 or such other date as agreed to by the parties thereto (the "Tax Agreement"), in connection with the Project pursuant to which the Borrower and the Issuer will make certain representation and warranties and will covenant that the Project will at all times be occupied in accordance with Section 142(d) of the Code and the Treasury Regulations promulgated thereunder, in order that the interest on the Bonds be and continue to be excluded from the gross income of the holders for federal income tax purposes; and

**WHEREAS**, the Bonds will be issued under and secured by an Indenture of Trust (the "Indenture"), to be dated as of April 1, 2019 or such other date as agreed to by the parties thereto,

between the Issuer and the Trustee, under the terms of which the Issuer will assign, pledge and convey to the Trustee all right, title and interest of the Issuer in and to the "Security" (as defined in the Indenture) as security for the payment of the principal of, redemption premium, if any, and the interest on the Bonds; and

**WHEREAS**, after careful study and investigation by the Issuer, it appears to be in the best interest of the citizens of Fulton County (the "County"), that the Indenture be entered into, and the Issuer has found and does hereby declare that providing for the issuance of the Bonds is a lawful and valid public purpose in that it will further the public purpose intended to be served by the Act; and

**WHEREAS**, the Bonds will initially be purchased by FMSbonds, Inc., (the "Underwriter") pursuant to a Bond Purchase Agreement, by and among the Issuer, the Borrower and the Underwriter under the terms of which the Underwriter will agree to purchase the Bonds from the Authority on the terms and conditions set forth therein; and

**WHEREAS**, it is proposed that the Issuer should designate a "Trustee" to serve under the Indenture; and

**WHEREAS**, the Issuer desires to elect to waive the requirements of O.C.G.A. § 36-82-100, requiring a performance audit or performance review to be conducted with respect to the Bonds, and in connection therewith, to include language, in bold face type, in the notice to the public regarding the validation hearing for the Bonds stating that no performance audit or review will be conducted; and

**WHEREAS**, it is also proposed that the Issuer should take all such additional actions, make all such elections, authorize the filing of such certificates, applications, reports and notices, and authorize such other actions and proceedings as shall be necessary in connection with the issuance of the Bonds; and

**WHEREAS**, it appears that each of the documents hereinabove referred to, which documents are now before the Issuer, is in appropriate form and is an appropriate document for the purposes intended; subject to such minor changes, insertions or omissions as may be approved by the Chairman, Vice Chairman, Treasurer, Secretary or Assistant Secretary of the Issuer.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Issuer, as follows:

**Section 1. Authority for Bond Resolution.** This Bond Resolution is adopted pursuant to the provisions of the Act.

**Section 2. Findings.** It is hereby ascertained, determined and declared that:

(a) the Project constitutes a project within the meaning of the Act and the Project and the Bonds will be sound, reasonable and feasible;

(b) providing for the issuance of the Bonds for the purpose of financing



the acquisition, rehabilitation and equipping of the Project is a lawful and valid public purpose in that it will further the public purpose intended to be served by the Act;

(c) the payments required to be made by the Borrower and to be received by the Issuer under the Note and the Loan Agreement have been established in an amount which will be fully sufficient to pay the principal of, and the redemption premium (if any) and the interest on the Bonds as the same become due and payable and to pay certain administrative expenses in connection with the Bonds;

(d) the Bonds will constitute only a limited obligation of the Issuer and will be payable solely from amounts payable under the Note and the Loan Agreement and the amounts specifically pledged therefor under the Indenture and will not constitute a debt or a general obligation or a pledge of the faith and credit of the State of Georgia (the "State"), the County, or any political subdivision of the State and will not directly, indirectly, or contingently obligate said State, the County or any political subdivision to levy or to pledge any form of taxation whatever for the payment thereof; and

(e) the adoption of this Resolution and the subsequent issuance of the Bonds and the loan of the proceeds thereof to the Borrower to finance the Project does not constitute a "business loan" or confer any other "public benefit" within the meaning of O.C.G.A. § 50-36-1, and neither the Borrower nor any other participant in the transaction involving the Bonds or the Project and their respective counsel constitute an "applicant for public benefits" within the meaning of O.C.G.A. § 50-36-1 in connection with the issuance of the Bonds; therefore, such persons are not subject to Systematic Alien Verification of Entitlement pursuant to such code section in connection with the issuance of the Bonds.

**Section 3. Authorization of Bonds.** For the purpose of funding the Bonds and financing the Project, the issuance of revenue bonds of the Issuer to be known as the "Development Authority of Fulton County Multifamily Housing Revenue Bonds (Phoenix Ridge Apartments) Series 2019" (the "Bonds"), in a maximum principal amount not to exceed \$50,000,000, is hereby authorized. The Bonds shall be dated, mature, bear interest, be subject to redemption prior to maturity and be payable as set forth in Article II of the Indenture; provided, however, the principal amount of the Bonds shall not exceed \$50,000,000, the interest rate on the Bonds shall not exceed 10% per annum, and the maximum annual principal and interest payment on the Bonds shall not exceed \$4,075,900. The Bonds shall mature not later than April 1, 2059. The Bonds shall be in substantially the form attached as Exhibit A to the Indenture, subject to such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Bonds by the officers of the Issuer executing the same shall be conclusive evidence of any such approval. The Bonds shall be issued as registered Bonds without coupons in various denominations with such rights of exchangeability and transfer of registration and shall be in the form and executed and authenticated in the manner provided in the Indenture. The term "Bonds" as used herein shall be deemed to mean and include the Bonds as initially issued and delivered and Bonds issued in exchange therefor or in exchange for Bonds previously issued.

Any Bonds hereafter issued in exchange or for transfer of registration for the Bonds



initially issued and delivered pursuant to the Indenture shall be executed in accordance with the provisions of the Indenture and such execution by the Chairman or Vice Chairman and attestation by the Secretary or Assistant Secretary of the Issuer, whether present or future, is hereby authorized. A certificate of validation shall be endorsed upon each of such Bonds hereafter issued.

**Section 4. Authorization of Indenture.** In order to secure the payment of the principal of, and the redemption premium (if any) and the interest on, the Bonds herein authorized, and in order to secure the performance and observance of all the agreements and conditions in the Bonds, the execution, delivery and performance of the Indenture by and between the Issuer and the Trustee are hereby authorized. The Indenture shall be in substantially the form attached hereto as **Exhibit "1"**, subject to such minor changes, insertions or omissions as may be approved by the Chairman, Vice Chairman, Secretary or Assistant Secretary of the Issuer (each an "Authorized Signatory" and together, the "Authorized Signatories"), and the execution of the Indenture by any Authorized Signatory as hereby authorized shall be conclusive evidence of any such approval.

**Section 5. Authorization of Loan Agreement.** The execution, delivery and performance of the Loan Agreement by and between the Issuer and the Borrower (including (i) an assignment thereof by the Authority of its rights and obligations thereunder, other than the "Reserved Rights" (as defined in the Indenture), to the Trustee and (ii) the promissory note) are hereby authorized. The Loan Agreement shall be in substantially the form attached hereto as **Exhibit "2"**, subject to such minor changes, insertions or omissions as may be approved by the Chairman, Vice Chairman, Secretary or Assistant Secretary of the Issuer, and the execution of the Loan Agreement by the Chairman, Vice Chairman, Secretary or Assistant Secretary of the Issuer by any Authorized Signatory as hereby authorized shall be conclusive evidence of any such approval.

**Section 6. Approval of Note.** The execution and delivery of the Note by the Borrower to evidence the obligation to repay the Loan, and the endorsement thereof by the Issuer, are hereby approved and authorized. The Note shall be in substantially the form attached hereto as **Exhibit "A"** to **Exhibit "2"**, subject to such minor changes, insertions and omissions as may be approved by any Authorized Signatory prior to the execution and delivery of the endorsement thereof.

**Section 7. Approval of Bond Purchase Agreement.** The execution, delivery and performance of the Bond Purchase Agreement by the Issuer, the Borrower and the Underwriter to purchase the Bonds is hereby approved and authorized. The Bond Purchase Agreement shall be in substantially the form attached hereto as **Exhibit "3"**, subject to such minor changes, insertions and omissions as may be approved by any Authorized Signatory, and the execution of the Bond Purchase Agreement by any Authorized Signatory as hereby authorized shall be conclusive evidence of any such approval.

**Section 8. Authorization of Land Use Restriction Agreement.** The execution, delivery and performance of the Land Use Restriction Agreement by and among the Issuer, the Trustee and the Borrower are hereby authorized. The Land Use Restriction Agreement shall be in substantially the form attached hereto as **Exhibit "4"**, subject to such minor changes,

insertions or omissions as may be approved by any Authorized Signatory, and the execution of the Land Use Restriction Agreement by any Authorized Signatory as hereby authorized shall be conclusive evidence of any such approval.

**Section 9. Authorization of Tax Agreement.** The execution, delivery and performance of the Tax Agreement by and among the Issuer, the Trustee and the Borrower is hereby authorized. The Tax Agreement shall be in substantially the form attached hereto as **Exhibit "5"**, subject to such minor changes, insertions or omissions as may be approved by any Authorized Signatory, and the execution of the Tax Agreement by any Authorized Signatory as hereby authorized shall be conclusive evidence of any such approval.

**Section 10. Authorization of Deed to Secure Debt.** The Issuer's acknowledgement of the Deed to Secure Debt is hereby authorized. The Deed to Secure Debt shall be in substantially the form attached hereto as **Exhibit "6"**, subject to such minor changes, insertions or omissions as may be approved by the parties thereto.

**Section 11. Authorization of Guaranty of Debt Service.** The Issuer's acknowledgement of the Guaranty of Debt Service is hereby authorized. The Guaranty of Debt Service shall be in substantially the form attached hereto as **Exhibit "7"**, subject to such minor changes, insertions or omissions as may be approved by the parties thereto.

**Section 12. Designation of Trustee.** The Huntington National Bank is hereby designated Trustee for the Bonds.

**Section 13. Execution of the Bonds.** The Bonds shall be executed in the manner provided in the Indenture and the same shall be delivered to the Trustee for proper authentication and delivery to the registered owner or other purchasers with instructions to that effect as provided in the Indenture. Anything herein or in the Indenture to the contrary notwithstanding, the Chairman of the Issuer is hereby authorized to execute the Bonds or, in the event of the absence or incapacity of the Chairman of the Issuer, the Vice Chairman of the Issuer is authorized to execute the Bonds, and the Secretary of the Issuer is hereby authorized to attest the Bonds.

**Section 14. Validation of Bonds.** The Chairman, the Vice Chairman, Secretary, or Assistant Secretary of the Issuer is hereby authorized and directed to immediately notify the District Attorney of Fulton County of the action taken by the Issuer, to request said District Attorney to institute a proceeding to confirm and validate the Bonds and to pass upon the security therefor, and said Chairman, Vice Chairman, Secretary, or Assistant Secretary of the Issuer are further authorized to acknowledge service and make answer in such proceeding.

**Section 15. Dates of the Documents; Series Designation.** The dates of documents and the series designation of the Bonds provided herein are for convenience and are not mandatory. The Issuer hereby authorizes a change of document dates and series designation as may be convenient to the parties in connection with the issuance of the Bonds or for any other purpose.

**Section 16. Information Reporting Pursuant to Section 149(e) of the Code.** Any officer of the Issuer is hereby authorized to sign and file or cause to be filed a completed I.R.S.



Form 8038, "Information Return for Tax-Exempt Private Activity Bond Issues," as required by Section 149(e) of the Code.

**Section 17. No Personal Liability.** No stipulation, obligation or agreement herein contained or contained in the Indenture, Loan Agreement, the Note, the Bond Purchase Agreement, the Land Use Restriction Agreement or the Tax Agreement shall be deemed to be a stipulation, obligation or agreement of any officer, member, commissioner, agent or employee of the Issuer in his individual capacity, and no such officer, director, member, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

**Section 18. Waiver of Performance Audit and Performance Review.** The Issuer hereby waives the requirements of O.C.G.A. § 36-82-100, requiring a performance audit or performance review to be conducted with respect to the Bonds, and in connection therewith, shall include language, in bold face type, in the notice to the public regarding the validation hearing for the Bonds, stating that no performance audit or review will be conducted.

**Section 19. General Authority.** From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, 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 and certificates as may be necessary or desirable in connection with the issuance of the Bonds and the execution and delivery of the Indenture, Loan Agreement, the Note, the Bond Purchase Agreement, the Land Use Restriction Agreement or the Tax Agreement and to document compliance with the Code.

The Authorized Signatories, including the Chairman, the Vice Chairman, the Secretary or Assistant Secretary of the Issuer are hereby authorized and directed to prepare and furnish to the registered owner or other purchasers when the Bonds are issued, certified copies of all the proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer as to the truth of all statements contained therein.

**Section 20. Actions Approved and Confirmed.** All acts and doings of the officers of the Issuer which are in conformity with the purposes and intents of this Bond Resolution and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Indenture, Loan Agreement, the Note, the Bond Purchase Agreement, the Land Use Restriction Agreement or the Tax Agreement shall be, and the same hereby are, in all respects approved and confirmed.

**Section 21. Severability of Invalid Provisions.** 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 or of the Bonds authorized hereunder.

**Section 22. Repealing Clause.** 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.

**Section 23. Effective Date.** This Bond Resolution shall take effect immediately upon its adoption.

ADOPTED this 26th day of March, 2019.

**DEVELOPMENT AUTHORITY OF  
FULTON COUNTY**

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

(SEAL)

Attest:

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

## SECRETARY'S CERTIFICATE

The undersigned Secretary of the Development Authority of Fulton County (the "Issuer"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to its Multifamily Housing Revenue Bonds (Phoenix Ridge Apartments) Series 2019, in a maximum aggregate principal amount not to exceed \$50,000,000, constitute a true and correct copy of the Bond Resolution adopted on March 26, 2019 by the members of the Board of Directors of the Issuer in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of the Issuer, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said Bond Resolution appears of record in the Minute Book of the Issuer, which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the Development Authority of Fulton County, this 26th day of March, 2019.

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Secretary, Development Authority of Fulton  
County

(SEAL)



## EXHIBIT 1

## EXHIBIT 2

## EXHIBIT 3



## EXHIBIT 4

## EXHIBIT 5

## EXHIBIT 6



## EXHIBIT 7