

RESOLUTION

WHEREAS, REESE MEYER AT 111 JWD, LLC, or an affiliate thereof, (the “Company”) wishes to finance the development of an approximately 25-story high-rise building consisting of approximately 247 student housing units, including affordable housing units, with approximately 742 beds, parking, and related amenities to be located at 111 John Wesley Dobbs Avenue in the City of Atlanta, 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 25th day of August, 2020.

DEVELOPMENT AUTHORITY OF FULTON COUNTY

[S E A L]

By: _____
Chairman

A T T E S T:

By: _____
Assistant Secretary

I hereby certify that I am the Assistant 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 via Zoom videoconference/teleconference in accordance with O.C.G.A. Section 50-14-1 (g) due to the COVID-19 pandemic and the emergency declaration by Governor Brian Kemp.

This 25th day of August, 2020.

Assistant Secretary
Development Authority of Fulton County

RESOLUTION

WHEREAS, **MAJESTIC REALTY CO.**, or an affiliate thereof, (the “Company”) wishes to finance the development of an approximately 1.25 million square foot industrial building to be located at 3650 Flat Shoals 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 25th day of August, 2020.

DEVELOPMENT AUTHORITY OF FULTON COUNTY

[S E A L]

By: _____
Chairman

A T T E S T:

By: _____
Assistant Secretary

I hereby certify that I am the Assistant 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 via Zoom videoconference/teleconference in accordance with O.C.G.A. Section 50-14-1 (g) due to the COVID-19 pandemic and the emergency declaration by Governor Brian Kemp.

This 25th day of August, 2020.

Assistant Secretary
Development Authority of Fulton County

RESOLUTION

WHEREAS, **PEACHTREE HOTEL GROUP**, or an affiliate thereof, (the “Company”) wishes to finance the development of a dual-branded hotel, including a Springhill Suites Hotel with approximately 130 rooms and a Tapestry Hotel with approximately 144 rooms, restaurant and meeting space to be located adjacent to 271 17th Street NW in the City of Atlanta, 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.

Inducement Resolution – *Peachtree Hotel Group*

ADOPTED this 25th day of August, 2020.

[S E A L]

DEVELOPMENT AUTHORITY OF FULTON COUNTY

By: _____
Chairman

A T T E S T:

By: _____
Assistant Secretary

I hereby certify that I am the Assistant 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 via videoconference and teleconference in accordance with O.C.G.A. Section 50-14-1 (g) due to the COVID-19 pandemic and the emergency declaration by Governor Brian Kemp.

This 25th day of August, 2020.

Assistant Secretary
Development Authority of Fulton County

RESOLUTION

WHEREAS, **MIDDLE STREET PARTNERS**, or an affiliate thereof, (the “Company”) wishes to finance the development of a mixed-use facility consisting of approximately 323 residential units, including affordable housing units, 5,000 square feet of street-level commercial/retail space, and a parking deck with approximately 380 parking spaces to be located at 1015 Boulevard SE in the City of Atlanta, 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 25th day of August, 2020.

[S E A L]

DEVELOPMENT AUTHORITY OF FULTON COUNTY

By: _____
Chairman

A T T E S T:

By: _____
Assistant Secretary

I hereby certify that I am the Assistant 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 via Zoom videoconference/teleconference in accordance with O.C.G.A. Section 50-14-1 (g) due to the COVID-19 pandemic and the emergency declaration by Governor Brian Kemp.

This 25th day of August, 2020.

Assistant Secretary
Development Authority of Fulton County

RESOLUTION OF THE DEVELOPMENT AUTHORITY OF FULTON COUNTY ACKNOWLEDGING AND APPROVING, INTER ALIA, THE ASSIGNMENT OF A LEASEHOLD INTEREST IN THE CHATTAHOOCHEE LOGISTICS CENTER, LLC PROJECT; THE ASSUMPTION BY THE BUYER OF ALL THE OBLIGATIONS AND RESPONSIBILITIES OF LESSEE UNDER THE RELATED LEASE AND CERTAIN BOND DOCUMENTS; AND CERTAIN OTHER RELATED MATTERS

WHEREAS, the Development Authority of Fulton County (the “**Issuer**”) has heretofore authorized the issuance of not more than \$62,500,000 of its Taxable Revenue Bonds (Chattahoochee Logistics Center, LLC Project), Series 2019 (the “**Bonds**”), to provide financing for the acquisition of certain land, and the acquisition, construction and equipping of certain improvements and related building fixtures and building equipment thereon for use as a logistics facility and an economic development project (the “**Project**”) located in Fulton County, Georgia for the benefit of Chattahoochee Logistics Center, LLC, a Delaware limited liability company (the “**Company**”); and

WHEREAS, in consideration of the issuance of the Bonds by the Issuer, the Company and the Issuer entered into a Lease Agreement, dated as of June 1, 2019 (the “**Lease Agreement**”), pursuant to the terms of which the Issuer agreed to use the proceeds of the sale of the Bonds to finance the costs of the Project and to lease the Project to the Company (capitalized terms used herein and not otherwise defined shall have the definitions set forth in the Lease Agreement); and

WHEREAS, the Bonds were issued under an Indenture of Trust dated as of June 1, 2019 (the “**Indenture**”) between the Issuer and Synovus Bank, as trustee (the “**Trustee**”) and were purchased by the Company under and pursuant to a Bond Purchase Agreement dated as of June 1, 2019 (the “**Bond Purchase Agreement**”) between the Issuer and the Company and are now registered in the name of the Company; and

WHEREAS, in connection with the issuance of the Bonds to the Company (i) the Issuer and the Trustee entered into that certain Home Office Payment Agreement dated as of June 1, 2019 (the “**Original Home Office Payment Agreement**”), (ii) the Company entered into that certain Guaranty Agreement dated as of June 1, 2019 (the “**Guaranty Agreement**”) in favor of the Trustee and under which the Company guaranteed the payment of the principal of, premium, if any, and interest on the Bonds, (iii) the Company, the Issuer and the Trustee entered into that certain Documents Escrow Agreement dated as of June 1, 2019 (the “**Documents Escrow Agreement**”), and (iv) the Company, the Issuer and the Fulton County Board of Assessors entered into that certain Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest (the “**Tax MOU**”) dated as of May 2, 2019; and

WHEREAS, the Company desires to transfer all of the Company’s interest in the Project, the Lease Agreement and certain related documents to WSRE CP CLC Investors, L.L.C., a Delaware limited liability company (the “**Buyer**”); and

WHEREAS, pursuant to an Assignment, Assumption and Release Agreement (the “**Assignment Agreement**”) among the Company, the Buyer, the Issuer and the Trustee, the

Company will assign to the Buyer all of its right, title and interest in the Lease Agreement, the Bond Purchase Agreement, the Guaranty Agreement, the Documents Escrow Agreement, and the Tax MOU (collectively, the “**Bond Documents**”), and the Buyer will expressly assume and agree in writing to perform all of the Company’s obligations under the Bond Documents; and

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

WHEREAS, in connection with the assignment of the Company’s interest in the Bond Documents, the Buyer has requested that the Issuer execute a Home Office Payment Agreement (“**Home Office Payment Agreement**”), by and among the Buyer, the Issuer and the Trustee; and

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

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

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

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

4. Authorization of First Amendment. The execution, delivery and performance by the Issuer of the First Amendment are hereby approved, authorized and directed. The Chairman or Vice Chairman of the Issuer (each, an “Authorized Officer”) are hereby authorized, empowered and directed to execute, acknowledge and deliver the First Amendment. The First Amendment shall be in substantially the form attached hereto as Exhibit B, with such changes therein as may be deemed necessary by the Authorized Officer executing the same, upon advice of counsel, to

accomplish the purposes of the transaction contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to such purposes. The execution of the First Amendment, by one or more Authorized Officers shall constitute conclusive evidence that the First Amendment and any and all changes thereto have been approved by the Authorized Officer or Authorized Officers executing the First Amendment.

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

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

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

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

9. 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.

10. 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.

11. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

ADOPTED this 25th day of August, 2020.

DEVELOPMENT AUTHORITY OF FULTON
COUNTY

By: _____
Chairman

(SEAL)

Attest:

Assistant Secretary

EXHIBIT A

ASSIGNMENT AGREEMENT

EXHIBIT B

FIRST AMENDMENT

EXHIBIT C

HOME OFFICE PAYMENT AGREEMENT

SECRETARY'S CERTIFICATE

The undersigned, Assistant Secretary of the Development Authority of Fulton County (the "Issuer"), does hereby certify that the foregoing constitutes a true and correct copy of a resolution acknowledging the transfer of the leasehold interest in a certain project, which was duly adopted on August 25, 2020 by the members of the Issuer in a meeting duly called, assembled and held via videoconference and teleconference in accordance with O.C.G.A Section 50-14-1(g) due to the COVID-19 pandemic and the emergency declaration by Governor Brian Kemp, which meeting was open to the public and at which a quorum was present and acting throughout, that all public notices of such meeting and the agenda therefor required by any sunshine law to be given were duly given, that the original of said resolution appears of record in the minute book of the Issuer which is in my custody and control, and that the same has not been amended or repealed.

Given under my hand and the seal of the Development Authority of Fulton County, this the 25th day of August, 2020.

Assistant Secretary

(S E A L)

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

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

WHEREAS, in consideration of the issuance of the Bonds by the Issuer, the Current Company and the Issuer entered into a Lease Agreement, dated as of October 1, 2019, and a related Memorandum of Lease, dated to be effective as of November 21, 2019 and recorded among the Fulton County Real Estate Records in Deed Book 60824, page 113 (collectively, the “**Lease**”), pursuant to the terms of which the Issuer agreed to use the proceeds of the sale of the Bonds to finance the costs of the Project and to lease the Project to the Current Company (*capitalized terms used herein and not otherwise defined shall have the definitions set forth in the Lease*);

WHEREAS, pursuant to a Purchase and Sale Agreement (the “**Purchase Agreement**”), the Current Company desires to assign its leasehold interest in the Project to a to-be-formed affiliate of CH Realty/Acquisitions VIII, L.L.C., a Delaware limited liability company (the “**New Company**”), and the New Company desires to assume the leasehold interest of the Current Company in the Project;

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

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

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

WHEREAS, pursuant to an Assignment of Bonds, Lease and Other Bond Documents (the “**Assignment**”) between the Current Company and the New Company, to be acknowledged and

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

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

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

WHEREAS, in connection with the Assignment, the Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest, dated as of October 3, 2019 (the “**MOA**”), by and between the Fulton County Board of Assessors (the “**Assessors**”), the Issuer, and the Current Company, will be amended pursuant to a First Amendment thereto (the “**MOA Amendment**”), by and between the Issuer, the Assessors, the Current Company, and the New Company, the proposed form of which is attached hereto as Exhibit C, pursuant to which the Issuer and the Assessors will acknowledge the transfer and assignment of all of the Current Company’s right, title and interest under the MOA to the New Company.

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

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

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

3. **Leasehold Mortgage; Superior Security Document.** Any Leasehold Mortgage or Superior Security Document contemplated pursuant to Section 3.6 of the Lease, that requires the signature of the Issuer, shall be subject to review and approval by the Chairman or Vice Chairman and Issuer's counsel.

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

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

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

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

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

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

9. 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.

10. 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.

11. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

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ADOPTED this 25th day of August, 2020.

**DEVELOPMENT AUTHORITY
OF FULTON COUNTY**

By: _____
Chairman

ATTEST:

Assistant Secretary

[SEAL]

EXHIBIT A

FORM OF

**ASSIGNMENT OF BONDS,
LEASE AND OTHER BOND DOCUMENTS**

(ATTACHED)

EXHIBIT B

FORM OF

HOME OFFICE PAYMENT AGREEMENT

(ATTACHED)

EXHIBIT C

FORM OF

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

(ATTACHED)

SECRETARY'S CERTIFICATE

The undersigned Assistant Secretary of the Development Authority of Fulton County **DOES HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to the Development Authority of Fulton County Taxable Revenue Bonds (SF Parkway I, LLC Project), Series 2019, constitute a true and correct copy of the Resolution adopted on August 25, 2020, by a majority of the directors of the Issuer in a meeting duly called, assembled and held via videoconference/teleconference in accordance with O.C.G.A. Section 50-14-1(g) due to the COVID-19 pandemic and emergency declaration by Governor Brian Kemp, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Resolution appears on record in the Minute Book of the Issuer which is in the undersigned's custody and control.

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

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

The following voted "Aye": _____
_____;

The following voted "Nay": _____
_____;

The following Did Not Vote: _____
_____.

WITNESS my hand and seal of the Development Authority of Fulton County, this 25th day of August, 2020.

Assistant Secretary
Development Authority of Fulton County

(SEAL)

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

WHEREAS, the Development Authority of Fulton County (the “**Issuer**”) has heretofore authorized the issuance of its Taxable Revenue Bonds (Hunter Road Investors LLC Project), Series 2018 (the “**Bonds**”), in an aggregate principal amount not to exceed \$14,000,000, to provide financing for a capital project in Fulton County, Georgia (the “**Project**”), as more fully described in the below-defined Lease, for the benefit of Hunter Road Investors LLC, a Delaware limited liability company (the “**Current Company**”);

WHEREAS, in consideration of the issuance of the Bonds by the Issuer, the Current Company and the Issuer entered into a Lease Agreement, dated as of November 1, 2018, and a related Short Form Lease Agreement, dated as of December 11, 2018 and recorded on December 12, 2018 in the real estate records of Fulton County in Deed Book 59514, page 557 (collectively, the “**Lease**”), pursuant to the terms of which the Issuer agreed to use the proceeds of the sale of the Bonds to finance the costs of the Project and to lease the Project to the Current Company (*capitalized terms used herein and not otherwise defined shall have the definitions set forth in the Lease*);

WHEREAS, pursuant to a Purchase and Sale and Escrow Agreement (the “**Purchase Agreement**”), the Current Company desires to assign its leasehold interest in the Project to Fund XII South Fulton Logistics, LLC, a Delaware limited liability company (the “**New Company**”), and the New Company desires to assume the leasehold interest of the Current Company in the Project;

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

WHEREAS, Sections 9.1 and 9.2 of the Lease provide that the Current Company may assign its interest in the Lease (a) with the consent of (i) the Issuer and (ii) the Trustee or the owners of a majority in principal amount of the Bonds outstanding or (b) to a Qualified Real Estate Investor pursuant to an Exempt Assignment, provided that the Lease may only be assigned to a Person that is also the Holder of the Bonds, so at all times the lessee under the Lease and the Holder of the Bonds will be the same Person (except for a pledge of the Lease as permitted therein);

WHEREAS, pursuant to an Assignment of Bonds, Lease and Other Bond Documents (the “**Assignment**”), between the Current Company, the New Company and the Issuer, to be acknowledged and consented to by the Trustee, the Current Company will assign to the New

Company its leasehold interest in the Project and all of its right, title and interest in the Bond Documents (as defined therein);

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

WHEREAS, the Trustee, the Issuer and the New Company desire to enter into a Home Office Payment Agreement (the “**Home Office Payment Agreement**”) in connection with the Assignment, the proposed form of which is attached hereto as Exhibit B, pursuant to which the New Company, in its capacity as lessee, will agree, among other things, to pay directly to the New Company, in its capacity as purchaser of the Bonds, the moneys sufficient to provide for the payment of the debt service on the Bonds; and

WHEREAS, in connection with the Assignment, the Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest, dated as of July 12, 2018 (the “**MOA**”), by and between the Fulton County Board of Assessors (the “**Assessors**”), the Issuer, and the Current Company, will be amended pursuant to a First Amendment thereto (the “**MOA Amendment**”), by and between the Issuer, the Assessors, the Current Company, and the New Company, the proposed form of which is attached hereto as Exhibit C, pursuant to which the Issuer and the Assessors will acknowledge the transfer and assignment of all of the Current Company’s right, title and interest under the MOA to the New Company.

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

1. **Recitals**. The foregoing recitals are incorporated in the body of this resolution.
2. **Acknowledgment and Approval of Assignment of the Leasehold Interest in the Project; Transfer and Assignment of Bonds**. The assignment of the leasehold interest in the Project by the Current Company to the New Company is hereby acknowledged and approved. The transfer and assignment of the Bonds by the Current Company to the New Company is hereby acknowledged and approved. The Chairman or Vice Chairman of the Issuer and counsel to the Issuer are hereby authorized and directed to review all documents in connection with the assignment of the Current Company’s leasehold interest in the Project and the transfer and assignment of the Bonds in order to ensure that the New Company assumes all duties and responsibilities of the Current Company to the Issuer under the Bond and the Bond Documents.
3. **Authorization of Assignment**. The form, terms and provisions of the Assignment presented to this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Assignment were set out in this Resolution in its entirety. The Chairman and Secretary of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the Assignment. The Assignment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to such purposes. The execution of the Assignment shall constitute conclusive evidence that the Assignment and any and all changes thereto have been approved by the persons executing the Assignment.

4. **Leasehold Mortgage; Superior Security Document.** Any Leasehold Mortgage or Superior Security Document contemplated pursuant to Section 3.5 of the Lease, that requires the signature of the Issuer, shall be subject to review and approval by the Chairman or Vice Chairman and Issuer's counsel.

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

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

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

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

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

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

10. 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.

11. 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.

12. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ADOPTED this 25th day of August, 2020.

**DEVELOPMENT AUTHORITY
OF FULTON COUNTY**

By: _____
Chairman

ATTEST:

Assistant Secretary

[SEAL]

EXHIBIT A

FORM OF

**ASSIGNMENT OF BONDS,
LEASE AND OTHER BOND DOCUMENTS**

(ATTACHED)

EXHIBIT B

**FORM OF
HOME OFFICE PAYMENT AGREEMENT**

(ATTACHED)

EXHIBIT C

FORM OF

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

(ATTACHED)

SECRETARY'S CERTIFICATE

The undersigned Assistant Secretary of the Development Authority of Fulton County **DOES HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to the Development Authority of Fulton County Taxable Revenue Bonds (Hunter Road Investors LLC Project), Series 2018, constitute a true and correct copy of the Resolution adopted on August 25, 2020, by a majority of the directors of the Issuer in a meeting duly called, assembled and held via videoconference/teleconference in accordance with O.C.G.A. Section 50-14-1(g) due to the COVID-19 pandemic and emergency declaration of Governor Brian Kemp, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Resolution appears on record in the Minute Book of the Issuer which is in the undersigned's custody and control.

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

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

The following voted "Aye": _____
_____;

The following voted "Nay": _____
_____;

The following Did Not Vote: _____
_____.

WITNESS my hand and seal of the Development Authority of Fulton County, this 25th day of August, 2020.

Assistant Secretary
Development Authority of Fulton County

(SEAL)

RESOLUTION OF THE DEVELOPMENT AUTHORITY OF FULTON COUNTY ACKNOWLEDGING AND APPROVING, INTER ALIA, THE ASSIGNMENT BY THE SELLER OF A LEASEHOLD INTEREST IN A CERTAIN PROJECT AND CERTAIN RELATED BONDS AND BOND DOCUMENTS AND THE ASSUMPTION BY THE PURCHASER OF ALL THE OBLIGATIONS AND RESPONSIBILITIES RELATING THERETO

WHEREAS, the Development Authority of Fulton County (the "**Issuer**") has heretofore authorized the issuance of not more than \$8,890,000 of its Development Authority of Fulton County Taxable Revenue Bonds (PME Oakmont Airport Logistics, LLC Project), Series 2017 (the "**Bonds**"), to provide financing for the acquisition, construction and installation of certain real property, buildings, structures, machinery and equipment for use as a warehouse/distribution facility (the "**Project**") located in Fulton County, for the benefit of PME Oakmont Airport Logistics, LLC, a Delaware limited liability company (the "**Current Company**"); and

WHEREAS, in consideration of the issuance of the Bonds by the Issuer, the Current Company and the Issuer entered into a Lease Agreement, dated as of December 21, 2017 (the "**Lease Agreement**"), pursuant to the terms of which the Issuer agreed to use the proceeds of the sale of the Bonds to finance the costs of the Project and to lease the Project to the Current Company (capitalized terms used herein and not otherwise defined shall have the definitions set forth in the Lease Agreement); and

WHEREAS, the Current Company desires to assign its interest in the Project, the Bonds and certain related documents to LIT Atlanta Airport Logistics, LLC, a Delaware limited liability company (the "**New Company**"), or affiliates thereof; and

WHEREAS, the New Company desires to assume all obligations and responsibilities to the Issuer of the Current Company and the various documents pertaining to the Bonds (including indemnification of the Issuer) pursuant to the Assignment Agreement (as hereinafter defined); and

WHEREAS, Section 9.2 of the Lease Agreement provides that the Current Company may assign its interest in the Lease Agreement pursuant to an "Exempt Assignment" (as such term is defined therein) without the approval of the Issuer, the Trustee or the holder of the Bond if (i) the proposed assignee provides Adequate Financial Assurance (as defined therein) of the payment of rent and of the financial obligations under the Lease Agreement for the period the proposed assignee is the "Lessee" under the Lease Agreement and (ii) the proposed assignee has sufficient commercial real estate experience with respect to properties similar to the Project to properly manage or oversee the management of the Project; and

WHEREAS, the New Company, pursuant to the Assignment Agreement (defined herein), will expressly assume and agree in writing to perform all of the Current Company's obligations under the Lease Agreement and the Guaranty Agreement (defined therein); and

WHEREAS, pursuant to an Assignment, Assumption and Release Agreement (the “**Assignment Agreement**”) among the Current Company, the New Company, the Issuer and the Trustee, the Current Company will assign to the New Company all of its right, title and interest in the Company Documents (as defined therein), and the New Company will expressly assume and agree in writing to perform all of the Current Company’s obligations under the Lease Agreement and other Company Documents; and

WHEREAS, the New Company intends to procure new financing in connection with its acquisition of the Current Company’s interest in the Project (which financing may not be contemporaneous with such acquisition) and to request the Issuer to enter into a deed to secure debt or a joinder with respect thereto (“**Joinder**”), all as permitted under Section 8.7 of the Lease Agreement, and any other documents as may be reasonably necessary in connection therewith, including but not limited to one or more estoppel certificates (collectively, the “**Estoppels**”) relating to the Lease Agreement and a consent (the “**Consent**”) to the New Company’s pledge of all bonds issued in connection with the Lease Agreement; and

WHEREAS, the Current Company, the Issuer and the Fulton County Board of Assessors (the “**BOA**”) have previously entered into a Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest (the “**Original MOA**”), on December 7, 2017, with respect to that certain property comprising the Project; and

WHEREAS, in connection with the transfer of the Current Company’s leasehold interest in the Project to the New Company, the Current Company intends to assign to the New Company its interest in the Original MOA and the Current Company has requested the Issuer and the BOA to evidence such assignment pursuant to a First Amendment to Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest, dated the date of execution and delivery thereof (the “**Amendment to MOA**”); and

WHEREAS, the Issuer, the Trustee and the New Company desire to enter into a Home Office Payment Agreement (the “**Home Office Payment Agreement**”) pursuant to which the New Company, in its capacity as lessee, will agree, among other things, to pay directly to the holder of the Bonds, the moneys sufficient to provide for the payment of the debt service on the Bonds;

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

1. **Recitals.** The foregoing recitals are incorporated in the body of this Resolution by this reference.

2. **Acknowledgment and Approval of Assignment of the Leasehold Interest in the Project; Assignment of Bonds.** The assignment of the leasehold interest in the Project to the New Company is hereby acknowledged and approved. The assignment of the Bonds by the Current Company to the New Company is hereby acknowledged and approved. The Chairman or Vice Chairman of the Issuer and counsel to the Issuer are hereby authorized and directed to review all documents in connection with the assignment of the Current Company’s leasehold interest in

the Project and the assignment of the Bonds in order to ensure that the New Company assumes all duties and responsibilities of the Current Company to the Issuer under such documents.

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

4. Subordination; Mortgage. The Issuer hereby confirms its obligations under the Lease Agreement to enter into a Leasehold Mortgage (as defined in the Lease Agreement) and hereby authorizes and directs its Authorized Officers to enter into any such Leasehold Mortgage, at the request of the New Company and subject to review by counsel to the Issuer, for the purpose of subordinating the Issuer's fee simple interest and estate in the Project (excluding its Unassigned Rights, as defined in the Lease Agreement) to secure financing obtained by the New Company in connection with the Project; and the execution of any such Leasehold Mortgage by one or more Authorized Officers shall constitute conclusive evidence that such Leasehold Mortgage has been approved in accordance with this Resolution.

5. Joinder, Estoppels and Consent. If requested by the New Company, each of the Authorized Officers of the Issuer are hereby authorized to execute and deliver on behalf of the Issuer a Joinder, a Consent and/or the Estoppels, in the forms approved by counsel to the Issuer, or with such changes therein as shall be approved by the Authorized Officer executing the same; and the execution of a Joinder, the Estoppels and/or a Consent shall constitute conclusive evidence that such Joinder, Consent and/or Estoppels have been approved by the Authorized Officer executing such instruments.

6. Authorization of Amendment to MOA. The execution, delivery and performance by the Issuer of the Amendment to MOA by any Authorized Officer is hereby approved, authorized and directed. The Amendment to MOA shall be in substantially the form attached as Exhibit B hereto, subject to such changes as may be approved by any Authorized Officer; and the execution of the Amendment to MOA by any Authorized Officer shall constitute conclusive evidence that the Amendment to MOA and any and all changes thereto have been approved in accordance with this Resolution.

7. Authorization of Home Office Payment Agreement. The execution, delivery and performance by the Issuer of the Home Office Payment Agreement by any Authorized Officer is hereby approved, authorized and directed. The Home Office Payment Agreement shall be in substantially the form attached as Exhibit C hereto, subject to such changes as may be

approved by any Authorized Officer; and the execution of the Home Office Payment Agreement by any Authorized Officer shall constitute conclusive evidence that the Home Office Payment Agreement and any and all changes thereto have been approved in accordance with this Resolution.

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

10. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer and the proper officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the execution and delivery of the documents hereinabove authorized and to document compliance with any laws.

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

12. 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.

13. 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.

14. Effective Date. This Resolution shall take effect immediately upon its adoption.

15. Reporting. A copy of this Resolution may be furnished to the New Company or any other party as evidence of the acknowledgement by the Issuer of the assignment of the Current Company's leasehold interest in the Project to the New Company and the approval of the related documents.

ADOPTED this 25th day of August, 2020.

DEVELOPMENT AUTHORITY OF FULTON
COUNTY

By: _____
Chairman

(SEAL)

Attest:

Assistant Secretary

EXHIBIT A

ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

EXHIBIT B

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

EXHIBIT C

HOME OFFICE PAYMENT AGREEMENT

SECRETARY'S CERTIFICATE

The undersigned, Assistant Secretary of the Development Authority of Fulton County (the "Issuer"), does hereby certify that the foregoing constitutes a true and correct copy of a resolution acknowledging the transfer of the leasehold interest in a certain project, which was duly adopted on August 25, 2020 by the directors of the Issuer in a meeting duly called and assembled, which was held via videoconference and teleconference in accordance with O.C.G.A. Section 50-14-1(g) due to the COVID-19 pandemic and emergency declaration by Governor Brian Kemp, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears of record in the minute book of the Issuer which is in my custody and control, and that the same has not been amended or repealed.

Given under my hand and the seal of the Development Authority of Fulton County, this the 25th day of August, 2020.

Assistant Secretary

(S E A L)

RESOLUTION OF THE DEVELOPMENT AUTHORITY OF FULTON COUNTY ACKNOWLEDGING AND APPROVING, INTER ALIA, THE ASSIGNMENT BY THE SELLER OF A LEASEHOLD INTEREST IN A CERTAIN PROJECT AND CERTAIN RELATED BONDS AND BOND DOCUMENTS AND THE ASSUMPTION BY THE PURCHASER OF ALL THE OBLIGATIONS AND RESPONSIBILITIES RELATING THERETO

WHEREAS, the Development Authority of Fulton County (the "Issuer") has heretofore authorized the issuance of not more than \$21,900,000 of its Development Authority of Fulton County Taxable Revenue Bonds (PME Oakmont Goodson II, LLC Project), Series 2018 (the "Bonds"), to provide financing for the acquisition, construction and installation of certain real property, buildings, structures, machinery and equipment for use as a warehouse/distribution facility (the "Project") located in Fulton County, for the benefit of PME Oakmont Goodson II, LLC , a Delaware limited liability company (the "Current Company"); and

WHEREAS, in consideration of the issuance of the Bonds by the Issuer, the Current Company and the Issuer entered into a Lease Agreement, dated as of December 19, 2018 (the "Lease Agreement"), pursuant to the terms of which the Issuer agreed to use the proceeds of the sale of the Bonds to finance the costs of the Project and to lease the Project to the Current Company (capitalized terms used herein and not otherwise defined shall have the definitions set forth in the Lease Agreement); and

WHEREAS, the Current Company desires to assign its interest in the Project, the Bonds and certain related documents to LIT Atlanta 85 South II, LLC, a Delaware limited liability company (the "New Company"), or affiliates thereof; and

WHEREAS, the New Company desires to assume all obligations and responsibilities to the Issuer of the Current Company and the various documents pertaining to the Bonds (including indemnification of the Issuer) pursuant to the Assignment Agreement (as hereinafter defined); and

WHEREAS, Section 9.2 of the Lease Agreement provides that the Current Company may assign its interest in the Lease Agreement pursuant to an "Exempt Assignment" (as such term is defined therein) without the approval of the Issuer, the Trustee or the holder of the Bond if (i) the proposed assignee provides Adequate Financial Assurance (as defined therein) of the payment of rent and of the financial obligations under the Lease Agreement for the period the proposed assignee is the "Lessee" under the Lease Agreement and (ii) the proposed assignee has sufficient commercial real estate experience with respect to properties similar to the Project to properly manage or oversee the management of the Project; and

WHEREAS, the New Company, pursuant to the Assignment Agreement (defined herein), will expressly assume and agree in writing to perform all of the Current Company's obligations under the Lease Agreement and the Guaranty Agreement (defined therein); and

WHEREAS, pursuant to an Assignment, Assumption and Release Agreement (the “**Assignment Agreement**”) among the Current Company, the New Company, the Issuer and the Trustee, the Current Company will assign to the New Company all of its right, title and interest in the Company Documents (as defined therein), and the New Company will expressly assume and agree in writing to perform all of the Current Company’s obligations under the Lease Agreement and other Company Documents; and

WHEREAS, the New Company intends to procure new financing in connection with its acquisition of the Current Company’s interest in the Project (which financing may not be contemporaneous with such acquisition) and to request the Issuer to enter into a deed to secure debt or a joinder with respect thereto (“**Joinder**”), all as permitted under Section 8.7 of the Lease Agreement, and any other documents as may be reasonably necessary in connection therewith, including but not limited to one or more estoppel certificates (collectively, the “**Estoppels**”) relating to the Lease Agreement and a consent (the “**Consent**”) to the New Company’s pledge of all bonds issued in connection with the Lease Agreement; and

WHEREAS, the Current Company, the Issuer and the Fulton County Board of Assessors (the “**BOA**”) have previously entered into a Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest (the “**Original MOA**”), on October 18, 2018, with respect to that certain property comprising the Project; and

WHEREAS, in connection with the transfer of the Current Company’s leasehold interest in the Project to the New Company, the Current Company intends to assign to the New Company its interest in the Original MOA and the Current Company has requested the Issuer and the BOA to evidence such assignment pursuant to a First Amendment to Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest, dated the date of execution and delivery thereof (the “**Amendment to MOA**”); and

WHEREAS, the Issuer, the Trustee and the New Company desire to enter into a Home Office Payment Agreement (the “**Home Office Payment Agreement**”) pursuant to which the New Company, in its capacity as lessee, will agree, among other things, to pay directly to the holder of the Bonds, the moneys sufficient to provide for the payment of the debt service on the Bonds;

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

1. **Recitals.** The foregoing recitals are incorporated in the body of this Resolution by this reference.

2. **Acknowledgment and Approval of Assignment of the Leasehold Interest in the Project; Assignment of Bonds.** The assignment of the leasehold interest in the Project to the New Company is hereby acknowledged and approved. The assignment of the Bonds by the Current Company to the New Company is hereby acknowledged and approved. The Chairman or Vice Chairman of the Issuer and counsel to the Issuer are hereby authorized and directed to review all documents in connection with the assignment of the Current Company’s leasehold interest in

the Project and the assignment of the Bonds in order to ensure that the New Company assumes all duties and responsibilities of the Current Company to the Issuer under such documents.

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

4. Subordination; Mortgage. The Issuer hereby confirms its obligations under the Lease Agreement to enter into a Leasehold Mortgage (as defined in the Lease Agreement) and hereby authorizes and directs its Authorized Officers to enter into any such Leasehold Mortgage, at the request of the New Company and subject to review by counsel to the Issuer, for the purpose of subordinating the Issuer’s fee simple interest and estate in the Project (excluding its Unassigned Rights, as defined in the Lease Agreement) to secure financing obtained by the New Company in connection with the Project; and the execution of any such Leasehold Mortgage by one or more Authorized Officers shall constitute conclusive evidence that such Leasehold Mortgage has been approved in accordance with this Resolution.

5. Joinder, Estoppels and Consent. If requested by the New Company, each of the Authorized Officers of the Issuer are hereby authorized to execute and deliver on behalf of the Issuer a Joinder, a Consent and/or the Estoppels, in the forms approved by counsel to the Issuer, or with such changes therein as shall be approved by the Authorized Officer executing the same; and the execution of a Joinder, the Estoppels and/or a Consent shall constitute conclusive evidence that such Joinder, Consent and/or Estoppels have been approved by the Authorized Officer executing such instruments.

6. Authorization of Amendment to MOA. The execution, delivery and performance by the Issuer of the Amendment to MOA by any Authorized Officer is hereby approved, authorized and directed. The Amendment to MOA shall be in substantially the form attached as Exhibit B hereto, subject to such changes as may be approved by any Authorized Officer; and the execution of the Amendment to MOA by any Authorized Officer shall constitute conclusive evidence that the Amendment to MOA and any and all changes thereto have been approved in accordance with this Resolution.

7. Authorization of Home Office Payment Agreement. The execution, delivery and performance by the Issuer of the Home Office Payment Agreement by any Authorized Officer is hereby approved, authorized and directed. The Home Office Payment Agreement shall be in substantially the form attached as Exhibit C hereto, subject to such changes as may be

approved by any Authorized Officer; and the execution of the Home Office Payment Agreement by any Authorized Officer shall constitute conclusive evidence that the Home Office Payment Agreement and any and all changes thereto have been approved in accordance with this Resolution.

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

10. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer and the proper officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the execution and delivery of the documents hereinabove authorized and to document compliance with any laws.

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

12. 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.

13. 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.

14. Effective Date. This Resolution shall take effect immediately upon its adoption.

15. Reporting. A copy of this Resolution may be furnished to the New Company or any other party as evidence of the acknowledgement by the Issuer of the assignment of the Current Company's leasehold interest in the Project to the New Company and the approval of the related documents.

ADOPTED this 25th day of August, 2020.

DEVELOPMENT AUTHORITY OF FULTON
COUNTY

By: _____
Chairman

(SEAL)

Attest:

Assistant Secretary

EXHIBIT A

ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

EXHIBIT B

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

EXHIBIT C

HOME OFFICE PAYMENT AGREEMENT

SECRETARY'S CERTIFICATE

The undersigned, Assistant Secretary of the Development Authority of Fulton County (the "Issuer"), does hereby certify that the foregoing constitutes a true and correct copy of a resolution acknowledging the transfer of the leasehold interest in a certain project, which was duly adopted on August 25, 2020 by the directors of the Issuer in a meeting duly called and assembled, which was held via videoconference and teleconference in accordance with O.C.G.A. Section 50-14-1(g) due to the COVID-19 pandemic and emergency declaration by Governor Brian Kemp, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears of record in the minute book of the Issuer which is in my custody and control, and that the same has not been amended or repealed.

Given under my hand and the seal of the Development Authority of Fulton County, this the 25th day of August, 2020.

Assistant Secretary

(S E A L)

RESOLUTION

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEVELOPMENT AUTHORITY OF FULTON COUNTY AUTHORIZING, *INTER ALIA*, THE THIRD SUPPLEMENTAL INDENTURE OF TRUST AND A REMARKETING AGENT AGREEMENT RELATING TO DEVELOPMENT AUTHORITY OF FULTON COUNTY REVENUE BONDS (UNITED WAY OF METROPOLITAN ATLANTA, INC. PROJECT), SERIES 2011; AND FOR OTHER PURPOSES

WHEREAS, the Development Authority of Fulton County (the "Authority") has been created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1, *et seq.*, as amended (the "Act"), and is now existing and operating as a public body corporate and politic;

WHEREAS, the Authority was created for the purpose of promoting and expanding for the public good and welfare industry, trade, commerce and employment opportunities within Fulton County and to promote the general welfare of the State of Georgia, and the Act empowers the Authority to issue its revenue obligations, in accordance with the applicable provisions of the Revenue Bond Law of the State (O.C.G.A. Sections 36-82-60--36-82-85), as heretofore or hereafter amended (the "Revenue Bond Law"), for the purpose of financing or refinancing the cost of acquiring, constructing and installing any project (as described in the Act), in furtherance of the public purpose for which it was created, and for such other purposes as may be authorized by the Revenue Bond Law;

WHEREAS, in accordance with the applicable provisions of the Act and in furtherance of the public purpose for which it was created, the Authority has heretofore issued its Revenue Bonds (United Way of Metropolitan Atlanta, Inc. Project), Series 2011 in the original aggregate principal amount of \$5,810,000 and of which \$1,311,600 remain outstanding (the "Bonds") pursuant to an Indenture of Trust dated as of September 1, 2011 (the "Original Indenture") between the Authority and Wells Fargo Bank, National Association ("Wells Fargo"), as trustee (the "Trustee") for the purpose of currently refunding those certain Tax-Exempt Adjustable Mode Revenue Bonds (United Way of Metropolitan Atlanta, Inc. Project), Series 1999 issued by the Authority for the purpose of financing the construction, renovation and equipping of certain office and related facilities located in Fulton County, Georgia (collectively, the "Project") owned and operated by the United Way of Greater Atlanta, Inc. (f/k/a United Way of Metropolitan Atlanta, Inc.), a Georgia nonprofit corporation (the "Company");

WHEREAS, in connection with the issuance of the Bonds, the Authority entered into a Loan Agreement dated as of September 1, 2011 (the "Loan Agreement"), with the Company, pursuant to which the Authority loaned the proceeds of the Bonds to the Company and pursuant to which the Company agreed to pay to the Authority specified payments which will be fully sufficient to pay the principal of, the redemption premium

(if any) and the interest on the Bonds as the same become due and to pay certain administrative expenses in connection therewith;

WHEREAS, the Bonds were purchased and are held by Wells Fargo (in such capacity, the “Purchaser”) pursuant to a Continuing Covenant Agreement dated as of September 7, 2011 (the “Continuing Covenant Agreement”); and

WHEREAS, at the request of the Company and the Purchaser, the Authority supplemented the Original Indenture by entering into a First Supplemental Indenture of Trust dated as of August 30, 2016 (the “First Supplemental Indenture”) and a Second Supplemental Indenture of Trust dated as of August 30, 2018 (the “Second Supplemental Indenture”), in each case for the purpose of, inter alia, amending the definitions of “Authorized Denomination,” “Initial Bank Purchase Date” and “LIBOR Index” (as those terms are defined in the Original Indenture); and

WHEREAS, the Company has indicated its intent to change the Interest Rate Determination Method with respect to the Bonds from the existing LIBOR Index Rate to a new LIBOR Index Rate during a new Index Interest Rate Period (the “New Index Interest Rate Period”) pursuant to the provisions of Section 2.04 of the Indenture;

WHEREAS, pursuant to the Indenture, a Remarketing Agent is required to be appointed for the purpose of determining the Applicable Spread to be used in calculating the LIBOR Index Rate during the New Index Interest Rate Period and the Company and the Purchaser have requested that Wells Fargo Bank, National Association be appointed as Remarketing Agent (the “Remarketing Agent”) for the Bonds pursuant to the Remarketing Agent Agreement dated as of August 30, 2020 (the “Remarketing Agreement”) between the Authority and the Remarketing Agent, a copy of which is attached hereto; and

WHEREAS, in order to facilitate the conversion of the Bonds to the New Index Interest Rate Period the Company and the Purchaser have requested the Authority to further supplement the Original Indenture, as previously supplemented by the First Supplemental Indenture and the Second Supplemental Indenture (the “Amended Indenture”), by entering into a Third Supplemental Indenture of Trust dated as of September 1, 2020 (the “Third Supplemental Indenture”) for the purpose of, inter alia, amending the definitions of “Applicable Spread” and “Margin Rate Factor” (as those terms are defined in the Amended Indenture); and

WHEREAS, banking authorities in the United Kingdom have announced that they no longer intend to persuade or compel banks to submit LIBOR quotes after 2021, so in addition to the present conversion of the interest rate on the Bonds to a new LIBOR Index Rate, the Third Supplemental Indenture includes provisions regarding the potential replacement of the LIBOR Index with a replacement interest rate index in the event that Wells Fargo, acting as Calculation Agent, determines that the LIBOR Index is no longer available, or no longer adequately or fairly reflects the cost of purchasing and holding the Bonds or the making and funding of loans based on the LIBOR Index has become

impossible, impractical or illegal; and

WHEREAS, there have been presented to the Authority at this meeting the proposed forms of the Third Supplemental Indenture and the Remarketing Agreement for approval by the Authority.

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

Section 1. Authorization of Third Supplemental Indenture. In order to document the conversion of the interest rate on the Bonds to a new Index Interest Rate for a new Index Interest Rate Period(as such term is defined in the Amended Indenture) and amend certain definitions related to the calculation of interest on the Bonds, the execution, delivery and performance of the Third Supplemental Indenture by and between the Authority and the Trustee be and the same are hereby authorized, approved and directed. The Third Supplemental Indenture shall be in substantially 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 Authority and the execution of the Third Supplemental Indenture by the Chairman or Vice Chairman of the Authority as hereby authorized shall be conclusive evidence of any such approval.

Section 2. Appointment of Remarketing Agent and Authorization of Remarketing Agreement. In order to provide for the appointment of a remarketing agent for the Bonds as required in the Indenture the execution, delivery and performance of the Remarketing Agreement by and between the Authority and the Remarketing Agent be and the same are hereby authorized, approved and directed. The Remarketing Agreement shall be in substantially the form attached hereto as Exhibit B, subject to such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Authority and the execution of the Remarketing Agreement by the Chairman or Vice Chairman of the Authority as hereby authorized shall be conclusive evidence of any such approval.

Section 3. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Third Supplemental Indenture shall be deemed to be a stipulation, obligation or agreement of any officer, member, director, agent or employee of the Authority in his or her individual capacity, and no such officer, member, director, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 4. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the Chairman, the Vice Chairman and any other the proper officers, directors, members, agents and employees of the Authority 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 this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers and documents as may be necessary or desirable to effect the actions contemplated by this Resolution, as may be necessary or desirable in connection with the execution and delivery of the Third Supplemental

Indenture and the Remarketing Agreement. Such other certificates, papers and documents shall be in such form and contain such terms and conditions as may be approved by any such officer, member, director, agent or employee of the Authority, and the execution of such other certificates, papers and documents by any such officer, member, director, agent or employee of the Authority as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of the Authority is hereby authorized to attest the signature of the Chairman, the Vice Chairman or any other officer, director, agent or employee of the Authority and impress, imprint or otherwise affix the seal of the Authority on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary of the Authority or the Authority's seal on any such other certificates, papers and documents shall not affect the validity or enforceability of the Authority's obligations thereunder.

Section 5. Actions Approved and Confirmed. All acts and doings of the officers of the Authority which are in conformity with the purposes and intents of this Resolution and in the furtherance of the execution, delivery and performance of the Third Supplemental Indenture and the Remarketing Agreement and the conversion of the Interest Rate Determination Method with respect to the Bonds from the existing Initial Index Interest Rate Period to a new Index Interest Rate Period shall be, and the same hereby are, in all respects approved and confirmed.

Section 6. 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.

Section 7. Repealing Clause. All resolutions or parts thereof of the Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted and approved this 25th day of August, 2020.

**DEVELOPMENT AUTHORITY
OF FULTON COUNTY**

By: _____
Chairman

Attest:

By: _____
Assistant Secretary

[SEAL]

[Signature Page – United Way Third Supplemental Indenture Resolution 2020]

ASSISTANT SECRETARY'S CERTIFICATE

I, Sandra Z. Zayac, the duly appointed, qualified and acting Assistant Secretary of the Development Authority of Fulton County (the "Authority"), DO HEREBY CERTIFY that (i) the foregoing pages of typewritten matter pertaining to the Development Authority of Fulton County Revenue Bonds (United Way of Metropolitan Atlanta, Inc. Project), Series 2011, constitute a true and correct copy of the Resolution duly adopted on August 25, 2020, by the Board of Directors of the Authority in a meeting duly called, assembled and held via videoconference/teleconference in accordance with O.C.G.A. Section 50-14-1(g) due to the COVID-19 pandemic and the emergency declaration by Governor Brian Kemp, which was open to the public and at which a quorum was present and acting throughout, (ii) the original of such Resolution appears of public record in the Minute Book of the Authority which is in the undersigned's custody and control, and (iii) such Resolution has not been modified, amended, repealed or superseded, in whole or in part.

WITNESS my hand and the official seal of the Development Authority of Fulton County, this 1st day of September, 2020.

Sandra Z. Zayac
Assistant Secretary

[SEAL]

EXHIBIT A

THIRD SUPPLEMENTAL INDENTURE OF TRUST

(Attached hereto)

EXHIBIT B

REMARKETING AGENT AGREEMENT

(Attached hereto)