

RESOLUTION OF THE DEVELOPMENT AUTHORITY OF FULTON COUNTY ACKNOWLEDGING AND APPROVING, INTER ALIA, THE TRANSFER AND ASSIGNMENT OF A LEASEHOLD INTEREST IN A CERTAIN PROJECT AND THE ASSIGNMENT AND ASSUMPTION OF ALL THE OBLIGATIONS AND RESPONSIBILITIES OF THE LESSEE TO THE NEW COMPANY, AND AUTHORIZING THE EXECUTION OF (i) AN ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT AND AMENDMENT TO LEASE, (ii) A NEW HOME OFFICE PAYMENT AGREEMENT, (iii) A FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT REGARDING LEASE STRUCTURE AND VALUATION OF LEASEHOLD INTEREST, AND (iv) RELATED DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, pursuant to that certain Bond Resolution (the “**Bond Resolution**”), dated November 13, 2018 and duly adopted by the Development Authority of Fulton County (the “**Issuer**”), the Issuer has heretofore issued on May 15, 2019 not to exceed \$15,500,000 in aggregate principal amount of Development Authority of Fulton County Taxable Revenue Bond (Westside Village Project), Series 2018-A (the “**Bond**” or “**Parcel A Bond**”), to provide financing for the acquisition, construction and installation of certain land, buildings, structures, equipment and improvements located on the parcel commonly referred to as “Parcel A” of that certain Westside Village Project (the “**Project**”), with an address of 2260 Marietta Boulevard NW and 0 Dunseath Avenue, Atlanta, Fulton County, GA (collectively, “**Parcel A**”), for the benefit of Westside Village Atlanta, LLC (the “**Lessee**”); and

WHEREAS, Bond No. R-2 is the only Bond currently outstanding relating to Parcel A, was issued pursuant to the Bond Resolution; and

WHEREAS, the Lessee now desires to transfer and assign the Bond, together with the Lease, Bond Purchase Agreement, Guaranty, Memorandum of Agreement Regarding Lease Structure and Validation of Leasehold Interest and other transaction documents related to Parcel A of the Project (collectively, the “**Parcel A Documents**”), as such documents are more fully described and defined in the hereinafter defined Assignment, Assumption and Release Agreement, to STOCKBRIDGE 2250 AND 2260 MARIETTA BLVD, LLC, a Delaware limited liability company, or any affiliate(s) thereof (the “**New Company**”), and the New Company desires to receive an assignment of the leasehold interest of the Lessee in Parcel A of the Project and become obligated under and responsible for all of Lessee’s obligations and responsibilities under the Parcel A Documents and the Parcel A Bond (the “**Parcel A Assignment**”); and

WHEREAS, the Lessee and New Company have entered into a purchase and sale agreement (the “**Purchase Agreement**”), pursuant to which the New Company will purchase the leasehold interest of the Lessee in Parcel A and the Project; and

WHEREAS, Section 9.1(b) of the Lease dated as of May 1, 2019 relating to Parcel A (the “**Lease**”) provides that the Lessee may assign its interest in the Lease to an approved assignee with the consent of the Issuer, Holder of the Bond, and Trustee (an “**Approved Assignment**”), provided that at all times, the Lessee and the Holder of the Bond will be the same Person (as such terms are defined in the Lease); and

WHEREAS, the New Company, pursuant to the Assignment, Assumption and Release Agreement (defined herein), will expressly assume and agree in writing to perform all of the Lessee’s obligations and responsibilities under the Parcel A Documents, including, without limitation, the Lease, and the New Company will become both the Lessee with respect to Parcel A and the Holder of the Parcel A Bond, thereby satisfying the requirements set forth in Section 9.1(b) of the Lease; and

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

WHEREAS, pursuant to an Assignment, Assumption and Release Agreement and Amendment to Lease (the “**Assignment, Assumption and Release Agreement**”), among the Issuer, the Lessee, the New Company, and Synovus Bank, as trustee (the “**Trustee**”), the Lessee will assign to the New Company (or a designated affiliate thereof) all of its right, title and interest in the Parcel A Documents; and

WHEREAS, attached hereto as Exhibit A and by reference incorporated herein is a form of the Assignment, Assumption and Release Agreement to be executed substantially in the form attached hereto in connection with the Parcel A Assignment to the New Company; and

WHEREAS, the New Company has requested that the Issuer subordinate its fee simple interest and estate in Parcel A of the Project (but excluding the Issuer’s Unassigned Rights, as defined in the Lease) to any deed to secure debt in favor of a lender or lenders for the New Company (the “**New Company Lender**”) and to execute, if requested, such documents as may be reasonably necessary in connection with the New Company’s pledge of all bonds issued in connection with the Parcel A Documents to any Lender in connection with the additional financing; and

WHEREAS, in connection with the Parcel A Assignment, the New Company, the Issuer and Trustee will also enter into a new Home Office Payment Agreement related to Parcel A pursuant to which the New Company, in its capacity as lessee of Parcel A, will agree, among other things, to pay directly to the New Company, in its capacity as purchaser of the Parcel A Bond, the moneys sufficient to provide for the payment of the debt service on the Parcel A Bond (the “**New Home Office Payment Agreement**”); and

WHEREAS, attached hereto as Exhibit B and by reference incorporated herein is a form of the New Home Office Payment Agreement, to be executed substantially in the form attached hereto in connection with the Parcel A Assignment to the New Company; and

WHEREAS, Bond No. R-2 is being transferred and assigned by the Lessee to the New Company, and immediately after such transfer and after the closing on the Parcel A Assignment, Parcel A

Bond No. R-2 shall be cancelled and of no further force and effect and simultaneously replaced with a new bond, designated as Bond No. R-8, which shall be substantially in the form provided for in that certain Trust Indenture (the “**Indenture**”) dated as of May 1, 2019, between the Issuer and the Trustee, and which shall be issued by the Issuer and authenticated by the Trustee in the name of the New Company, as the registered owner thereof (the “**New Parcel A Bond**”); and

WHEREAS, the Tax Memorandum (as defined in Exhibit 2 of the Assignment, Assumption and Release Agreement) related to Parcel A is being amended by virtue of a First Amendment to Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest (the “**First Amendment to Tax Memo**”) as a result of and to reflect the Parcel A Assignment, which First Amendment to Tax Memo shall be executed by the Issuer, the Lessee, the New Company, and the Fulton County Board of Assessors (the “**BOA**”) on or before the closing of the Parcel A Assignment.

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

1. Acknowledgement and Approval of Assignment of the Leasehold Interest in Parcel A of the Project; Assignment of Parcel A Bond. The transfer and assignment of the leasehold interest in Parcel A of the Project by Lessee to the New Company is hereby acknowledged and approved. The transfer and assignment of the Parcel A Bond by the Lessee 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 Parcel A Assignment in order to ensure that the New Company assumes all duties and responsibilities of the Lessee to the Issuer under the Parcel A Documents.

2. Authorization of Assignment, Assumption and Release Agreement. The form, terms and provisions of the Assignment, Assumption and Release Agreement presented to the Issuer at this meeting are hereby approved, and all of the terms and provisions thereof, as set forth in Exhibit A attached hereto, are hereby incorporated herein by this reference as if the Assignment, Assumption and Release Agreement were set out in this Resolution in its entirety. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the Assignment, Assumption and Release Agreement. The Assignment, Assumption and Release Agreement 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, Assumption and Release Agreement shall constitute conclusive evidence that the Assignment, Assumption and Release Agreement and any and all changes thereto and any and all documents related to the Parcel A Assignment referenced therein have been approved by the persons executing the Assignment, Assumption and Release Agreement.

3. Subordination; Deed to Secure Debt. If requested by the New Company, the Issuer hereby agrees to subordinate its fee simple interest and estate in Parcel A (but excluding the Unassigned Rights) to any deed to secure debt in favor of the New Company Lender and agrees

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that the New Company Lender shall be deemed a Leasehold Mortgagee under the Lease Agreement and entitled to all of the rights, privileges and benefits of a Leasehold Mortgagee under the Lease Agreement and the other Parcel A Documents, and the Issuer hereby further agrees to execute any deed to secure debt or joinder thereto granting a lien on any security interest in Parcel A in favor of the New Company Lender.

4. Authorization of New Home Office Payment Agreement. The form, terms and provisions of the New Home Office Payment Agreement presented to the Issuer at this meeting are hereby approved, and all of the terms and provisions thereof, as set forth in Exhibit B attached hereto, are hereby incorporated herein by this reference as if the New Home Office Payment Agreement were set out in this Resolution in its entirety. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the New Home Office Payment Agreement. The New Home Office Payment Agreement 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 New Home Office Payment Agreement shall constitute conclusive evidence that the New Home Office Payment Agreement and any and all changes thereto have been approved by the persons executing the New Home Office Payment Agreement.

5. Authorization of New Parcel A Bond. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the New Parcel A Bond. The New Parcel A Bond is to be in substantially the form provided for in the Indenture, or with such changes therein as may be deemed necessary by the persons executing the same, upon advice of counsel, to accomplish the Parcel A Assignment and as shall not be inconsistent with or contrary to such purposes. The execution of the New Parcel A Bond shall constitute conclusive evidence that the New Parcel A Bond and any and all changes thereto have been approved by the persons executing the New Parcel A Bond.

6. Authorization of First Amendment to Tax Memo. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the First Amendment to Tax Memo in the form attached hereto as Exhibit C and by reference incorporated herein. The First Amendment to Tax Memo 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 First Amendment to Tax Memo shall constitute conclusive evidence that the First Amendment to Tax Memo has been approved by the persons executing the First Amendment to Tax Memo.

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

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liable on the Parcel A Bond or Parcel A Documents 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 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 and to complete the Parcel A Assignment. In the event that the Chairman or the Secretary 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 Parcel A Assignment by Lessee to the New Company 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. Requirements. On or before the effective date of and closing on the Parcel A Assignment, the Lessee shall obtain the consent of the Trustee and the Holder of the Bond with respect to the assignment approved herein to the New Company, as evidenced by a written certificate of consent or a signed copy of the Assignment, Assumption and Release Agreement, a copy of which shall be provided within 10 business days of the Parcel A Assignment to counsel for the Issuer. Lessee and the New Company shall also satisfy all requirements set forth in Section 207 of the Indenture related to Parcel A.

12. 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.

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

14. Reporting. A copy of this resolution may be furnished to the New Company and any New Company Lender or any other party as evidence of the approval and acknowledgement by the Issuer of the Parcel A Assignment by Lessee to the New Company and the approval of the related documents thereto,

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ADOPTED this _____ day of _____, 2021.

**DEVELOPMENT AUTHORITY OF FULTON
COUNTY**

By: _____
Chairman

(SEAL)

Attest:

Assistant Secretary

EXHIBIT A TO ISSUER'S RESOLUTION

**FORM OF
ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT
AND AMENDMENT TO LEASE**

(See attached)

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EXHIBIT B TO ISSUER'S RESOLUTION

**FORM OF
NEW HOME OFFICE PAYMENT AGREEMENT**

(See attached)

EXHIBIT C TO ISSUER'S RESOLUTION

FIRST AMENDMENT TO TAX MEMO

(see attached)

Parcel A

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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 transfer and assignment of the Development Authority of Fulton County Taxable Revenue Bond (Westside Village Project), Series 2018-A, and all documents related thereto, constitute a true and correct copy of the Resolution adopted September 28, 2021, by a majority of the directors of the Issuer in a meeting duly called, assembled and held by the Issuer 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.

WITNESS my hand and seal of the Development Authority of Fulton County, this 28th day of September, 2021.

Assistant Secretary,
Development Authority of Fulton County

(SEAL)

RESOLUTION OF THE DEVELOPMENT AUTHORITY OF FULTON COUNTY ACKNOWLEDGING AND APPROVING, INTER ALIA, THE TRANSFER AND ASSIGNMENT OF A LEASEHOLD INTEREST IN A CERTAIN PROJECT AND THE ASSIGNMENT AND ASSUMPTION OF ALL THE OBLIGATIONS AND RESPONSIBILITIES OF THE LESSEE TO THE NEW COMPANY, AND AUTHORIZING THE EXECUTION OF (i) AN ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT AND AMENDMENT TO LEASE, (ii) A NEW HOME OFFICE PAYMENT AGREEMENT, (iii) A FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT REGARDING LEASE STRUCTURE AND VALUATION OF LEASEHOLD INTEREST, AND (iv) RELATED DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, pursuant to that certain Bond Resolution (the “**Bond Resolution**”), dated November 13, 2018 and duly adopted by the Development Authority of Fulton County (the “**Issuer**”), the Issuer has heretofore issued on May 15, 2019 not to exceed \$12,300,000 in aggregate principal amount of Development Authority of Fulton County Taxable Revenue Bond (Westside Village Project), Series 2018-B (the “**Bond**” or “**Parcel B Bond**”), to provide financing for the acquisition, construction and installation of certain land, buildings, structures, equipment and improvements located on the parcel commonly referred to as “Parcel B” of that certain Westside Village Project (the “**Project**”), with an address of 2250 Marietta Boulevard NW, Atlanta, Fulton County, GA (“**Parcel B**”), for the benefit of Westside Village Atlanta, LLC (the “**Lessee**”); and

WHEREAS, Bond No. R-3 is the only Bond currently outstanding relating to Parcel B, was issued pursuant to the Bond Resolution; and

WHEREAS, the Lessee now desires to transfer and assign the Bond, together with the Lease, Bond Purchase Agreement, Guaranty, Memorandum of Agreement Regarding Lease Structure and Validation of Leasehold Interest and other transaction documents related to Parcel B of the Project (collectively, the “**Parcel B Documents**”), as such documents are more fully described and defined in the hereinafter defined Assignment, Assumption and Release Agreement, to STOCKBRIDGE 2250 AND 2260 MARIETTA BLVD, LLC, a Delaware limited liability company, or any affiliate(s) thereof (the “**New Company**”), and the New Company desires to receive an assignment of the leasehold interest of the Lessee in Parcel B of the Project and become obligated under and responsible for all of Lessee’s obligations and responsibilities under the Parcel B Documents and the Parcel B Bond (the “**Parcel B Assignment**”); and

WHEREAS, the Lessee and New Company have entered into a purchase and sale agreement (the “**Purchase Agreement**”), pursuant to which the New Company will purchase the leasehold interest of the Lessee in Parcel B and the Project; and

WHEREAS, Section 9.1(b) of the Lease dated as of May 1, 2019 relating to Parcel B (the “**Lease**”) provides that the Lessee may assign its interest in the Lease to an approved assignee with the consent of the Issuer, Holder of the Bond, and Trustee (an “**Approved Assignment**”), provided that at all times, the Lessee and the Holder of the Bond will be the same Person (as such terms are defined in the Lease); and

WHEREAS, the New Company, pursuant to the Assignment, Assumption and Release Agreement (defined herein), will expressly assume and agree in writing to perform all of the Lessee’s obligations and responsibilities under the Parcel B Documents, including, without limitation, the Lease, and the New Company will become both the Lessee with respect to Parcel B and the Holder of the Parcel B Bond, thereby satisfying the requirements set forth in Section 9.1(b) of the Lease; and

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

WHEREAS, pursuant to an Assignment, Assumption and Release Agreement and Amendment to Lease (the “**Assignment, Assumption and Release Agreement**”), among the Issuer, the Lessee, the New Company, and Synovus Bank, as trustee (the “**Trustee**”), the Lessee will assign to the New Company (or a designated affiliate thereof) all of its right, title and interest in the Parcel B Documents; and

WHEREAS, attached hereto as Exhibit A and by reference incorporated herein is a form of the Assignment, Assumption and Release Agreement to be executed substantially in the form attached hereto in connection with the Parcel B Assignment to the New Company; and

WHEREAS, the New Company has requested that the Issuer subordinate its fee simple interest and estate in Parcel B of the Project (but excluding the Issuer’s Unassigned Rights, as defined in the Lease) to any deed to secure debt in favor of a lender or lenders for the New Company (the “**New Company Lender**”) and to execute, if requested, such documents as may be reasonably necessary in connection with the New Company’s pledge of all bonds issued in connection with the Parcel B Documents to any Lender in connection with the additional financing; and

WHEREAS, in connection with the Parcel B Assignment, the New Company, the Issuer and Trustee will also enter into a new Home Office Payment Agreement related to Parcel B pursuant to which the New Company, in its capacity as lessee of Parcel B, will agree, among other things, to pay directly to the New Company, in its capacity as purchaser of the Parcel B Bond, the moneys sufficient to provide for the payment of the debt service on the Parcel B Bond (the “**New Home Office Payment Agreement**”); and

WHEREAS, attached hereto as Exhibit B and by reference incorporated herein is a form of the New Home Office Payment Agreement, to be executed substantially in the form attached hereto in connection with the Parcel B Assignment to the New Company; and

WHEREAS, Bond No. R-3 is being transferred and assigned by the Lessee to the New Company, and immediately after such transfer and after the closing on the Parcel B Assignment, Bond No. R-3 shall be cancelled and of no further force and effect and simultaneously replaced with a new bond, designated as Bond No. R-9, which shall be substantially in the form provided for in that certain Trust Indenture (the “**Indenture**”) dated as of May 1, 2019, between the Issuer and the Trustee, and which shall be issued by the Issuer and authenticated by the Trustee in the name of the New Company, as the registered owner thereof (the “**New Parcel B Bond**”); and

WHEREAS, the Tax Memorandum (as defined in Exhibit 2 of the Assignment, Assumption and Release Agreement) related to Parcel B is being amended by virtue of a First Amendment to Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest (the “**First Amendment to Tax Memo**”) as a result of and to reflect the Parcel B Assignment, which First Amendment to Tax Memo shall be executed by the Issuer, the Lessee, the New Company, and the Fulton County Board of Assessors (the “**BOA**”) on or before the closing of the Parcel B Assignment.

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

1. Acknowledgement and Approval of Assignment of the Leasehold Interest in Parcel B of the Project; Assignment of Parcel B Bond. The transfer and assignment of the leasehold interest in Parcel B of the Project by Lessee to the New Company is hereby acknowledged and approved. The transfer and assignment of the Parcel B Bond by the Lessee 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 Parcel B Assignment in order to ensure that the New Company assumes all duties and responsibilities of the Lessee to the Issuer under the Parcel B Documents.

2. Authorization of Assignment, Assumption and Release Agreement. The form, terms and provisions of the Assignment, Assumption and Release Agreement presented to the Issuer at this meeting are hereby approved, and all of the terms and provisions thereof, as set forth in Exhibit A attached hereto, are hereby incorporated herein by this reference as if the Assignment, Assumption and Release Agreement were set out in this Resolution in its entirety. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the Assignment, Assumption and Release Agreement. The Assignment, Assumption and Release Agreement 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, Assumption and Release Agreement shall constitute conclusive evidence that the Assignment, Assumption and Release Agreement and any and all changes thereto and any and all documents related to the Parcel B Assignment referenced therein have been approved by the persons executing the Assignment, Assumption and Release Agreement.

3. Subordination; Deed to Secure Debt. If requested by the New Company, the Issuer hereby agrees to subordinate its fee simple interest and estate in Parcel B (but excluding the Unassigned Rights) to any deed to secure debt in favor of the New Company Lender and agrees that the New Company Lender shall be deemed a Leasehold Mortgagee under the Lease Agreement and entitled to all of the rights, privileges and benefits of a Leasehold Mortgagee under the Lease Agreement and the other Parcel B Documents, and the Issuer hereby further agrees to execute any deed to secure debt or joinder thereto granting a lien on any security interest in Parcel B in favor of the New Company Lender.

4. Authorization of New Home Office Payment Agreement. The form, terms and provisions of the New Home Office Payment Agreement presented to the Issuer at this meeting are hereby approved, and all of the terms and provisions thereof, as set forth in Exhibit B attached hereto, are hereby incorporated herein by this reference as if the New Home Office Payment Agreement were set out in this Resolution in its entirety. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the New Home Office Payment Agreement. The New Home Office Payment Agreement 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 New Home Office Payment Agreement shall constitute conclusive evidence that the New Home Office Payment Agreement and any and all changes thereto have been approved by the persons executing the New Home Office Payment Agreement.

5. Authorization of New Parcel B Bond. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the New Parcel B Bond. The New Parcel B Bond is to be in substantially the form provided for in the Indenture, or with such changes therein as may be deemed necessary by the persons executing the same, upon advice of counsel, to accomplish the Parcel B Assignment and as shall not be inconsistent with or contrary to such purposes. The execution of the New Parcel B Bond shall constitute conclusive evidence that the New Parcel B Bond and any and all changes thereto have been approved by the persons executing the New Parcel B Bond.

6. Authorization of First Amendment to Tax Memo. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the First Amendment to Tax Memo in the form attached hereto as Exhibit C and by reference incorporated herein. The First Amendment to Tax Memo 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 First Amendment to Tax Memo shall constitute conclusive evidence that the First Amendment to Tax Memo has been approved by the persons executing the First Amendment to Tax Memo.

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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 Parcel B Bond or Parcel B Documents 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 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 and to complete the Parcel B Assignment. In the event that the Chairman or the Secretary 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 Parcel B Assignment by Lessee to the New Company 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. Requirements. On or before the effective date of and closing on the Parcel B Assignment, the Lessee shall obtain the consent of the Trustee and the Holder of the Bond with respect to the assignment approved herein to the New Company, as evidenced by a written certificate of consent or a signed copy of the Assignment, Assumption and Release Agreement, a copy of which shall be provided within 10 business days of the Parcel B Assignment to counsel for the Issuer. Lessee and the New Company shall also satisfy all requirements set forth in Section 207 of the Indenture related to Parcel B.

12. 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.

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

14. Reporting. A copy of this resolution may be furnished to the New Company and any New Company Lender or any other party as evidence of the approval and acknowledgement by the Issuer of the Parcel B Assignment by Lessee to the New Company and the approval of the related documents thereto,

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ADOPTED this _____ day of _____, 2021.

**DEVELOPMENT AUTHORITY OF FULTON
COUNTY**

By: _____
Chairman

(SEAL)

Attest:

Assistant Secretary

EXHIBIT A TO ISSUER'S RESOLUTION

**FORM OF
ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT
AND AMENDMENT TO LEASE**

(See attached)

EXHIBIT B TO ISSUER'S RESOLUTION

**FORM OF
NEW HOME OFFICE PAYMENT AGREEMENT**

(See attached)

EXHIBIT C TO ISSUER'S RESOLUTION

FIRST AMENDMENT TO TAX MEMO

(see 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 transfer and assignment of the Development Authority of Fulton County Taxable Revenue Bond (Westside Village Project), Series 2018-B, and all documents related thereto, constitute a true and correct copy of the Resolution adopted September 28, 2021, by a majority of the directors of the Issuer in a meeting duly called, assembled and held by the Issuer 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.

WITNESS my hand and seal of the Development Authority of Fulton County, this 28th day of September, 2021.

Assistant Secretary,
Development Authority of Fulton County

(SEAL)

RESOLUTION

WHEREAS, **HERITAGE STATION SENIOR LLC** or an affiliate thereof, (the “Company”) wishes to finance the acquisition and preservation of the affordable/workforce housing facility known as Heritage Station Senior Apartments, including approximately 150 affordable/workforce housing units and resident amenities such as gated access, a swimming pool, laundry facilities and other amenities, to be located at 765 McDaniel Street SW in the City of Atlanta, Fulton County, Georgia (the “Project”) and wishes to have the **DEVELOPMENT AUTHORITY OF FULTON COUNTY** (the “Authority”) issue its 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 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 28th day of September, 2021.

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 28th day of September, 2021.

Assistant Secretary
Development Authority of Fulton County

RESOLUTION

WHEREAS, **HERITAGE STATION FAMILY LLC** or an affiliate thereof, (the “Company”) wishes to finance the acquisition and preservation of the affordable/workforce housing facility known as Heritage Station Family Apartments, including approximately 220 affordable/workforce housing units and resident amenities such as gated access, a swimming pool, laundry facilities and other amenities, located at 765 McDaniel Street SW in the City of Atlanta, Fulton County, Georgia (the “Project”) and wishes to have the **DEVELOPMENT AUTHORITY OF FULTON COUNTY** (the “Authority”) issue its 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 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 28th day of September, 2021.

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 28th day of September, 2021.

Assistant Secretary
Development Authority of Fulton County

RESOLUTION

WHEREAS, **TRINITY SCHOOL, INC.** or an affiliate thereof, (the “School”) wishes to (a) refund the Development Authority of Fulton County Revenue Bonds (Trinity School, Inc. Project) Series 2000A, Development Authority of Fulton County Revenue Bonds (Trinity School, Inc. Project) Series 2000B, Development Authority of Fulton County Revenue Bonds (Trinity School, Inc. Project) Series 2001A and Development Authority of Fulton County Revenue Bonds (Trinity School, Inc. Project) Series 2001B, which were previously issued by the **DEVELOPMENT AUTHORITY OF FULTON COUNTY** (the “Authority”); (b) finance or refinance improvements to the School campus, including, but not limited to, an outdoor learning center, playground enhancements, multi-use recreation center, dining hall and classroom renovations to be located at 4301 Northside Parkway NW in the City of Atlanta, Fulton County, Georgia; and (c) pay costs of issuance related thereto (collectively, the “Project”) and wishes to have the Authority issue its 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 School, 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 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 – *Trinity School, Inc.*

ADOPTED this 28th day of September, 2021.

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 28th day of September, 2021.

Assistant Secretary
Development Authority of Fulton County