

**A RESOLUTION
OF THE MEMBERS OF THE MCPHERSON IMPLEMENTING LOCAL
REDEVELOPMENT AUTHORITY**

APPROVING THE EXECUTION AND DELIVERY OF A FOURTH AMENDMENT TO SALE AND PURCHASE AGREEMENT (THE "FOURTH AMENDMENT") WITH FORT TPS PROPERTIES, LLC (THE "BUYER") RELATING TO THAT CERTAIN SALE AND PURCHASE AGREEMENT EFFECTIVELY DATED AS OF OCTOBER 1, 2021 (AS AMENDED, THE "PURCHASE AGREEMENT") WITH BUYER FOR THE DISPOSITION OF APPROXIMATELY 38.0396 ACRES; CONSUMMATION OF THE PURCHASE AND SALE; AND TAKING OF CERTAIN OTHER RELATED ACTIONS

A meeting of the members (the "Board of Directors") of the McPherson Implementing Local Redevelopment Authority (the "Authority" or "Fort Mac LRA") was held on the 21st day of July, 2022. The following resolutions were adopted by the Board of Directors at such meeting. For all purposes hereof, this resolution, as a whole, shall be referred to as the "Resolution."

WHEREAS, the Authority operates a portion of the former Fort McPherson military installation (the "Base") and is charged with redeveloping same which rests inside the territorial limits of the City of Atlanta; and

WHEREAS, the Authority has the sole responsibility for the redevelopment of the Base; and

WHEREAS, the Authority and Buyer are parties to the Purchase Agreement for the sale and purchase of a portion of the property consisting of approximately 38.0396 acres (as more particularly described therein, the "Property"); and

WHEREAS, the Authority and Buyer entered into that certain First Amendment to Sale and Purchase Agreement, dated as of February 24, 2022 (but effective as of December 16, 2021) (the "First Amendment"), increasing the Escrowed Funds (as defined in the Original Purchase Agreement) due from the Authority from the proceeds of the sale from \$3,400,000 to \$5,900,000, in order to mitigate the impact of some of the environmental conditions, restrictions and increased infrastructure costs Buyer estimates are likely to be incurred in development of the Property as noted during the Buyer's due diligence; and

WHEREAS, the Buyer has presented the Authority with the Fourth Amendment, a copy of which is attached hereto as **Exhibit A**, which would (i) amend the definition of Final Acreage to mean 38.0396 acres and approve the Initial Survey, prepared by Seiler & Associates, dated September 28, 2021 (revised as of June 21, 2022), (ii) replace Exhibit A of the Purchase Agreement with the form of Exhibit A attached to the Fourth Amendment, (iii) adjust the purchase price and Escrowed Funds (as defined in the Purchase Agreement) to reflect the Final Acreage, (iv) amend certain Exhibits to the Purchase Agreement, (v) extend the Inspection Period through August 12, 2022, (vi) amend a condition to Closing to require execution and delivery by the parties at Closing of an amendment and restatement of that certain Declaration of Easements, Covenants and Restrictions and Right of First Offer dated June 26, 2015, currently being negotiated between

parties, and a Termination of Sub-Declaration (as defined in the Purchase Agreement), (vii) extending the period for the Chapel Relocation (as defined in the Purchase Agreement), and (viii) approving the form of Holdover Agreement (as defined in the Purchase Agreement); and

WHEREAS, the Board of Directors has determined that it is in the best interest of the Authority to enter into the Fourth Amendment and to authorize the Closing of the purchase and sale as contemplated in the Purchase Agreement, including the execution and delivery by the Chairman or the Executive Director of any and all agreements, instruments, deeds, affidavits, certificates, escrow agreements and other documents necessary or desirable to consummate the purchase and sale of the Property.

NOW, THEREFORE, BE IT RESOLVED, that the Chair or the Executive Director be and they hereby are, authorized and empowered, for and on behalf of the Authority, as the case may be, to: (i) execute and deliver the Fourth Amendment with the Buyer substantially in the form of **Exhibit A** attached hereto; (ii) pay all closing and related costs and expenses of the Authority; and (iii) do any and all acts and things that any one or more of the officers of the Authority deems, in the exercise of his or her discretion, necessary, desirable, or appropriate in connection with the Closing of the transaction contemplated in the Purchase Agreement or to advance the purposes and intent of this Resolution, including without limitation, the execution and delivery of any deeds, documents, instruments, agreements, affidavits, escrow agreements, or certificates relating to the matters contemplated in or implementing the Closing of the transaction or purposes and intent of this Resolution (which shall be conclusive evidence of the appropriateness thereof and the approvals contemplated by this Resolution). The Secretary (or his or her designee) is further authorized to attest any of the foregoing signatures and to affix the seal of the Authority to any documents, instruments or agreements, as and to the extent necessary or convenient.

FURTHER RESOLVED, that if any one or more of the 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 separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

FURTHER RESOLVED, that the actions provided for in the foregoing resolutions, as and to the extent not taken, be commenced as soon as practicable.

FURTHER RESOLVED, that the Secretary of the Authority is hereby directed to file a copy of this Resolution with the minutes of the proceedings of the Authority.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT A

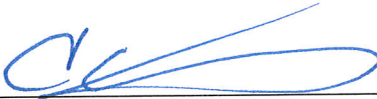
FOURTH AMENDMENT

[ATTACHED]

This Resolution shall take effect immediately upon its adoption by the Board of Directors and any provisions of any previous resolutions in conflict with the provisions herein are hereby superseded or repealed (as and to the extent of any such conflict).


Adopted and approved this 21st day of July, 2022.

**MCPHERSON IMPLEMENTING LOCAL
REDEVELOPMENT AUTHORITY**

By: 
Cassius Butts, Chair

(SEAL)

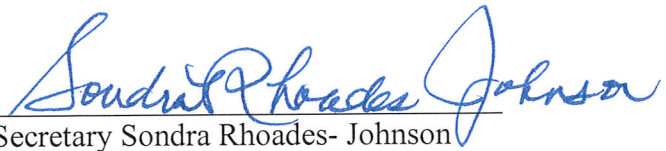
ATTEST

By: 
Secretary Sondra Rhoades-Johnson

CERTIFICATE OF SECRETARY

The undersigned Secretary of **MCPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY** (the "Authority") **DOES HEREBY CERTIFY** (i) that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution of the Authority (the "Resolution") adopted on the 21st day of July, 2022, by the Board of Directors of the Authority in Regular Session, as part of a meeting duly called and held, at which a quorum was present and acting throughout, and (ii) that the original of the Resolution appears of record in the Minute Book of the Authority, which is in my custody and control and will be made available for public inspection.

Given under my hand and the corporate seal of the Authority, this 21st day of July, 2022.


Secretary Sondra Rhoades- Johnson