

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

APPROVING THAT CERTAIN THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (THE "THIRD AMENDMENT") BY AND BETWEEN THE FORT MAC VILLAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "BUYER") AND THE MCPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY (THE "AUTHORITY") RELATING TO THE ACQUISITION AND REDEVELOPMENT OF APPROXIMATELY 94 ACRES AT THE FORMER FORT MACPHERSON ARMY BASE PURSUANT TO THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED AS OF AUGUST 3, 2021, BY AND BETWEEN T.D. JAKES REAL ESTATE VENTURES, LLC ("INITIAL BUYER") AND THE AUTHORITY, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT DATED AS OF DECEMBER 16, 2021, WHICH AGREEMENT WAS ASSIGNED BY INITIAL BUYER TO BUYER BY VIRTUE OF THAT CERTAIN ASSIGNMENT OF PURCHASE AND SALE AGREEMENT DATED AS OF JULY 27, 2021, AND AS FURTHER AMENDED BY THAT CERTAIN SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT DATED AS OF JULY 21, 2022 (AS AMENDED, THE "PURCHASE AND SALE AGREEMENT"); APPROVING THAT CERTAIN AMENDMENT TO POST-CLOSING INFRASTRUCTURE ESCROW AGREEMENT (FIRST PHASE) (THE "ESCROW AMENDMENT") BY AND BETWEEN AUTHORITY, BUYER, AND CHICAGO TITLE AND TRUST COMPANY, AMENDING THAT CERTAIN POST-CLOSING INFRASTRUCTURE ESCROW AGREEMENT DATED AS OF AUGUST 3, 2021, BY AND BETWEEN INITIAL BUYER AND AUTHORITY, AS ASSIGNED TO BUYER BY THAT CERTAIN PARTIAL ASSIGNMENT OF PURCHASE AND SALE AGREEMENT DATED AS OF JULY 2022 (THE "INFRASTRUCTURE ESCROW AGREEMENT"); AND TAKING OF CERTAIN OTHER RELATED ACTIONS IN CONNECTION WITH THE TRANSACTION SET FORTH ABOVE.

A meeting of the members (the "Board") of the Authority was held on the 19th day of December, 2023. For all purposes hereof, this resolution, as a whole, shall be referred to as the "Resolution." The following resolutions were adopted by the Board at such meeting:

WHEREAS, the Authority operates a portion of the former Fort McPherson military installation and is charged with redeveloping the 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 former base; and

WHEREAS, the Authority has previously determined that it is in the best interest of the Authority and long-term redevelopment of the property to sell a portion of the property

consisting of approximately 94 acres as more particularly set forth in the Purchase and Sale Agreement (the "Property"); and

WHEREAS, Buyer has requested that the parties amend the Purchase and Sale Agreement to provide that (a) Buyer and Authority shall enter into an Office Lease and Sublease in the forms attached to the Third Amendment, (b) Buyer and Authority will perform the community benefits in accordance with the terms and conditions set forth on Schedule 1 to the Third Amendment, (c) Buyer and Authority will enter into an escrow agreement in the form attached to the Third Amendment and fund an escrow account in accordance of the terms thereof for use in certain building repairs and buildout plans; and (d) Buyer and Authority will enter into an escrow agreement in the form attached to the Third Amendment and fund an escrow account in accordance of the terms thereof for use in Mini Precinct, Art Installations, Tenant Improvement Allowances and other purposes detailed in the relevant escrow agreement, which terms are defined in the Third Amendment. A copy of proposed Third Amendment is attached hereto as **Exhibit A**; and

WHEREAS, Buyer has requested that the parties amend the Infrastructure Escrow Agreement to provide that certain withdrawals may be made from the Escrowed Funds (as defined in the Escrow Amendment) under limited circumstances described therein. A copy of the proposed Escrow Amendment is attached hereto as **Exhibit B**; and

WHEREAS, the Board wishes to approve the Third Amendment and the Escrow Amendment; and

NOW, THEREFORE, BE IT RESOLVED, that the Chair, Vice 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 execute and deliver Third Amendment and the Escrow Amendment, and 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 or to advance the purposes and intent of this Resolution. The execution and delivery of the Third Amendment and the Escrow Amendment and any documents, agreements, instruments, assignments, irrevocable instructions or certificates (as the case may be) relating to the matters contemplated in or implementing the purposes and intent thereof 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, certificates, 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.

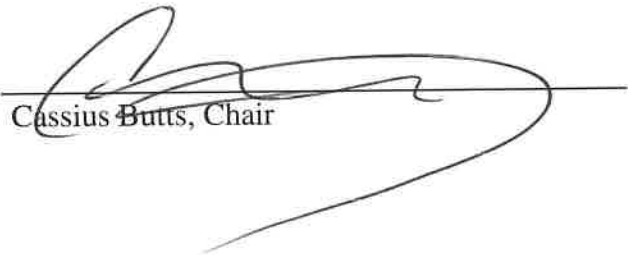
FURTHER RESOLVED, that the Secretary of the Authority is hereby directed to file a copy of this Resolution with the minutes of the proceedings of the Authority.

[SIGNATURE PAGE TO FOLLOW]

This Resolution shall take effect immediately upon its adoption by the Board 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 19th day of December, 2023.

**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 19th day of December, 2023, by the members 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 19th day of December, 2023.


Secretary Sondra Rhoades-Johnson

EXHIBIT A

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

[ATTACHED]

EXHIBIT B

AMENDMENT TO POST-CLOSING INFRASTRUCTURE
ESCROW AGREEMENT (FIRST PHASE)

[ATTACHED]
