

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION
(272 South Main)
(Chisca Apartments and Garage)**

WHEREAS, pursuant to a payment in lieu of tax (PILOT) lease agreement dated as of July 18, 2014, as amended by Amendment to Lease Agreement dated as of September 14, 2017 (as so amended, the "Apartment Lease"), by and between this Corporation, as lessor, and Main Street Apartment Partners, LLC, as lessee (the "Original Lessee"), this Corporation leased to the Original Lessee the apartments located at 272 South Main in Memphis, Tennessee (the "Apartment Project"); and

WHEREAS, pursuant to a payment in lieu of tax (PILOT) lease agreement dated as of July 18, 2014, as amended by First Amendment to Lease Agreement dated as of March 14, 2016 (as so amended, the "Garage Lease," and collectively with the Apartment Lease, the "Leases"), by and between this Corporation, as lessor, and the Parking Authority of the City of Memphis and County of Shelby, Tennessee ("DMA"), this Corporation leased to DMA the garage located at 272 South Main in Memphis, Tennessee (the "Garage Project," and collectively with the Apartment Project, the "Project"); and

WHEREAS, DMA assigned its interest under the Garage Lease to the Original Lessee pursuant to Assignment and Assumption of Lease dated September 14, 2017 by and between this Corporation, DMA and the Original Lessee; and

WHEREAS, by Second Amendment to Lease Agreement dated September 14, 2017, this Corporation and the Original Lessee further amended the Garage Lease; and

WHEREAS, the Lessee has requested that this Corporation consent to the assignment of the Leases to Rockcreek Plaza Apartments, L.P., or an affiliate thereof (the "Assignee"); and

NOW, THEREFORE, this Board of Directors of Memphis Center City Revenue Finance Corporation hereby resolves that:

1. This Corporation hereby consents to the assignment of the Leases to Assignee.
2. The consent of this Corporation is subject to payment to this Corporation of a fee equal to one percent (1%) of the value of the property transferred to Assignee.
3. This Corporation hereby authorizes and approves the execution of fee deeds of trust and any other collateral documents associated with financing of the acquisition by Assignee.
4. This Corporation hereby consents to the execution by Assignee of leasehold deeds of trust and any other collateral documents associated with financing encumbering the Lessee's leasehold interest in the Property.
5. Each of the officers of this Corporation be, and hereby is, authorized and directed to execute and deliver deeds of trust in favor of the Lender in the form thereof approved by such officer, the execution and delivery thereof to be conclusive evidence of the approval by this Corporation and this Board of Directors of the terms and conditions thereof.

ADOPTED this 13th day of September, 2022.

**MEMPHIS CENTER CITY REVENUE
FINANCE CORPORATION**

By: _____

Title: _____