

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
MCPHERSON IMPLEMENTING LOCAL REDEVELOPMENT AUTHORITY
(THE "AUTHORITY")**

**CONCERNING APPROVAL OF THE REVISED FORM OF THE LEGALLY BINDING
AGREEMENTS WITH VARIOUS HOMELESS SERVICE PROVIDERS**

A meeting of the Board of Directors (the "Board of Directors") of the McPherson Implementing Local Redevelopment Authority (the "Authority") was held on the 16th day of February, 2010. A quorum was present and voting throughout the aforementioned meeting. Upon motion duly made and seconded, 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 Board of Directors of the Authority previously approved the form of the Legally Binding Agreements (the "LBAs"), to be entered into between the Authority and each of the following homeless service provider organizations: CHRIS Kids, Inc., East Point Community Development Action Team, Inc., Genesis Shelter, Inc., Jerusalem House, Inc., Community Advanced Practice Nurses, Inc., Saint Joseph's Mercy Care Services, Inc., Samaritan House of Atlanta, Inc., The Sullivan Center, Inc., Traveler's Aid of Metropolitan Atlanta, Inc. ("Traveler's Aid"), and Progressive Redevelopment; and

WHEREAS, upon the recommendation of counsel to the Authority and the staff of the Authority, the Board of Directors has determined that it is advisable and in the best interests of the Authority to revise the form of each of the LBAs so that they are consistent with the form of LBA attached hereto as **Exhibit A** and by this reference made a part hereof; in particular, the Board of Directors has determined that each such LBA should reflect a conveyance to the designated homeless service provider pursuant to a 49-year lease (with a purchase option at the end of the lease term), subject to termination or forfeiture for violation of the applicable use restriction (the "Long-term Lease Conveyance"); and

WHEREAS, representatives of the United States Department of Housing and Urban Development and the United States Department of Defense, acting by and through the Department of the Army, have approved the proposed Long-term Lease Conveyance.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby ratifies, confirms and approves in all respects, the negotiation, execution and delivery of the LBAs incorporating the modifications and changes needed to properly reflect the Long-term Lease conveyance structure.

FURTHER RESOLVED, that the Chair, Vice Chair or the Executive Director and any other officer of the Authority, or any one or more of them, be and they hereby are, authorized and empowered, for and on behalf of the Authority to: (i) negotiate, execute and deliver the

LBAs in substantially similar form as Exhibit A attached hereto; and (ii) 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 this Resolution (excluding, without limitation, executing such other leases, documents, agreements, instruments and certificates relating to the consummation of the transactions contemplated hereby and by the LBAs). Notwithstanding anything herein to the contrary, the Chair, Vice Chair or the Executive Director are authorized to make such modifications and changes, and to fill in such blanks in the LBAs as may be necessary or appropriate, and the execution and delivery of the LBAs and any other leases, documents, agreements, instruments or certificates (as the case may be) 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 all other acts and doings of the officers, employees or agents of the Authority whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intent of this Resolution, and in the furtherance of the execution, delivery, filing and performance of the matters contemplated herein shall be, and the same hereby are, in all respects approved, ratified and confirmed.

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 be commenced as soon as practicable.

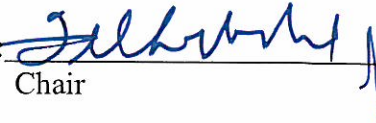
FURTHER RESOLVED, that the Secretary of the Authority is hereby directed to file a copy of this Resolution with the minutes of the proceedings of the Authority.

[AUTHORITY (MILRA) SIGNATURE PAGE ON NEXT PAGE]

This Resolution shall take effect immediately upon its adoption by the Board of Directors of the Authority 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 16th day of February, 2010.

**MCPHERSON IMPLEMENTING LOCAL
REDEVELOPMENT AUTHORITY**

By:  _____
Chair

(SEAL)

ATTEST

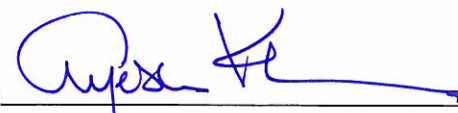
By:  _____
Secretary

EXHIBIT A - FORM OF LEGALLY BINDING AGREEMENT

McPHERSON IMPLEMENTATION LOCAL REDEVELOPMENT AUTHORITY
TRAVELER'S AID OF METROPOLITAN ATLANTA, INC.
Legally Binding Agreement for Homeless Service Provider

February _____, 2010

THIS AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2008, by and between the **McPHERSON IMPLEMENTATION LOCAL REDEVELOPMENT AUTHORITY** ("LRA"), acting in its capacity as the Local Redevelopment Authority, as recognized by the United States Department of Defense (the "DOD"), for purposes of implementing the redevelopment of Fort McPherson under the Defense Base Closure and Realignment Act of 1990, Pub. L. 101-510, 10 U.S.C. Sec. 2687 note and the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, Pub.L. 103-421 (the "Enabling Acts"), and **TRAVELER'S AID OF METROPOLITAN ATLANTA, INC.**, a Georgia non-profit corporation ("Traveler's Aid"). The LRA and Traveler's Aid are collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, effective on November 9, 2005, the Base Closure and Realignment Commission voted to close the U.S. Army Base located at Fort McPherson, Georgia ("Fort McPherson");

WHEREAS, the McPherson Planning Local Redevelopment Authority, Inc. (the "Planning LRA") is a non-profit corporation organized to serve as the single entity responsible for identifying local redevelopment needs and preparing a reuse plan for Fort McPherson ("Reuse Plan");

WHEREAS, on December 7, 2005, the designation of the Planning LRA as the Local Redevelopment Authority for Fort McPherson was recognized by the DOD;

WHEREAS, the Planning LRA published a Notice of Surplus Federal Property to state and local governments, homeless service providers and other interested parties in the Atlanta Journal Constitution on June 4, 2006, and again on June 9, 2006;

WHEREAS, between June 9, 2006 and September 25, 2006, the Planning LRA received Notices of Interest from 22 homeless service providers, indicating their desire to

establish programs to provide assistance and services to homeless persons and families from the communities in the vicinity of Fort McPherson;

WHEREAS, the Planning LRA determined that the Notice of Interest from Traveler's Aid submitted on September 22, 2006 (the "NOI") complied with the requirements of the regulations governing the closure and reuse planning of Fort McPherson and the provisions dealing with notices of interest by homeless service providers, as more particularly described at 32 C.F.R. Part 176;

WHEREAS, the LRA is organized to serve as the single entity responsible for implementing the Reuse Plan;

WHEREAS, on October 30, 2009, the designation of the LRA as the Local Redevelopment Authority for Fort McPherson was recognized by the DOD;

WHEREAS, the LRA has chosen Traveler's Aid to operate the programs (the "Programs") described in the NOI (attached as Exhibit "A" hereto and incorporated herein by reference) as part of the Reuse Plan for Fort McPherson;

WHEREAS, Traveler's Aid is a non-profit corporation organized to provide emergency transitional shelter with programming and services (including child development services) for homeless families with newborn and very young children; and

WHEREAS, this Agreement is submitted as a "legally binding agreement" pursuant to 32 C.F.R. Part 176.30(b)(3), and is a component of the homeless assistance submission ("Homeless Assistance Submission") of the Planning LRA for the redevelopment of Fort McPherson, as required by the Enabling Acts and as more specifically required by 32 C.F.R. Part 176.

TERMS AND CONDITIONS

Section One: The terms and conditions contained herein are, upon execution by the authorized representatives of the Parties, intended to be binding on the Parties, except as otherwise stated herein, with the express understanding that the implementation of the terms hereof are subject to the completion of the following federal actions: (i) the United States Department of Housing and Urban Development ("HUD") has determined that the Homeless Assistance Submission complies with the provisions of applicable federal regulations, and (ii) DOD, acting by and through the Department of the Army ("Army"), has (a) completed an environmental review of the real property that comprises Fort McPherson, pursuant to the National Environmental Protection Act ("NEPA"), (b) issued a Record of Decision or other decision document ("NEPA Decision Document") with respect to Fort McPherson, (c) completed or made provision for the environmental cleanup of Fort McPherson under applicable provisions of federal law, and (d) conveyed fee title, consistent with the Reuse Plan and the terms of this Agreement, to the Existing Units and Leased Units (as defined below) to

the LRA, and the real property upon which the New Units (as defined below) shall be constructed to the Army Transferees (as defined below).

Section Two: The Designated Homeless Service Facilities shall consist of a total of ninety-seven (97) housing units currently existing on or to be constructed on Fort McPherson. The units shall be comprised of (i) seventeen (17) housing units to be designated by the LRA from the forty-one (41) units that have been identified at Buildings 506-510, Buildings 524-529, Buildings 533-538, and Buildings 601-605 at Fort McPherson, as more specifically described in the form of lease (“Existing Unit Lease”) prescribed by the LRA to be attached hereto as Exhibit “B” (the “Existing Units”), (ii) sixteen units in Buildings 409 and 410 located on 1416 Thorne Avenue and 1767 Michael Place at Fort McPherson, as more specifically described in Exhibit "B" ("Leased Units"), and (iii) sixty-four (64) units of housing (consisting of a mixture of one, two, three, or four bedroom single family apartments or condominiums as determined by the LRA) to be constructed on Fort McPherson at such locations determined by the LRA, and as more specifically described in the form of lease (“New Unit Lease”) prescribed by the LRA to be attached hereto as Exhibit “C” (the “New Units”); provided, however that, at the option of the LRA, the New Units may replace or supplement the Existing Units, but in no case shall the total number of units comprising the Designated Homeless Service Facilities be less than ninety-seven (97) units. Traveler's Aid covenants agrees that the Designated Homeless Service Facilities will exclusively serve homeless families ("Homeless Families") that meet the definition of "homeless" as set forth in the McKinney-Vento Act (42 U.S.C. sec. 11301 et seq.).

Section Three: Upon approval by HUD of the Homeless Assistance Submission and Reuse Plan, completion by the Army of the NEPA Decision Document, issuance by the Army of a Finding of Suitability for Transfer (“FOST”) or Finding of Suitability for Early Transfer (“FOSET”), as applicable, and completion of all other actions under the applicable federal regulations necessary for the Army’s conveyance of the Existing Units to the LRA and the Army’s sale or exchange of real property located on Fort McPherson to a transferee or transferees (the “Army Transferees”), upon which the Army Transferees shall construct the New Units consistent with the approved Reuse Plan and the terms of this Agreement, the LRA shall (i) request that the Army transfer the Existing Units and Leased Units to the LRA by quitclaim deed at no cost and, subject to such transfer, the LRA shall (a) lease the Existing Units pursuant to the Existing Unit Lease at no cost to Traveler’s Aid, pursuant to the terms hereof; (b) lease the Leased Units to Traveler's Aid on a year-to-year basis, and (ii) as agreed to by the Army, upon the Army Transferee’s construction of and conveyance of the New Units to the LRA at no cost (as agreed to by the Army), the LRA shall lease the New Units at no cost to Traveler’s Aid pursuant to the New Unit Lease. The Existing Unit Lease and the New Unit Lease shall have terms of forty-nine (49) years with an option to purchase in fee for nominal consideration (\$100.00) at the end of the lease terms. If, at any time following the lease of the Designated Homeless Service Facilities, or any portion thereof, to Traveler’s Aid (i) all, or a substantial portion of the Designated Homeless Service Facilities so leased are abandoned or are not being used to operate the Programs, or (ii) Traveler’s Aid is not operating the Programs in accordance with the terms of the NOI or in accordance with

changes to the Programs made with the express written consent of the LRA pursuant to Section Five hereof, or (iii) Traveler's Aid fails to comply with the provisions of Section Two, Section Five or Section Six hereof, or (iv) Traveler's Aid dissolves or otherwise ceases to function, then the Existing Unit Lease or New Unit Lease, as the case may be to the Designated Homeless Service Facilities that have been leased by the LRA to Traveler's Aid shall, at the option of the LRA, be terminated, pursuant to provisions more particularly prescribed in the Existing Unit Lease or New Unit Lease, as applicable. The LRA shall provide Traveler's Aid written notice of such occurrence, and if Traveler's Aid cures the noticed deficiency within sixty (60) days of the receipt of said notice, pursuant to the terms of the Existing Unit Lease or New Unit Lease, as the case may be, then the Existing Unit Lease or New Unit Lease shall remain in full force and effect.

Section Four: In the event the environmental analysis currently being undertaken by the Army indicates that the Designated Homeless Service Facilities identified in Section Two are not suitable for the intended purpose of carrying out the Programs, the LRA and Traveler's Aid agree that they shall make diligent efforts to (i) relocate the Designated Homeless Service Facilities to another location on Fort McPherson, or to other property in the City of Atlanta not within the current boundaries of Fort McPherson, so long as the alternative property is comparable, as determined by the LRA, to the Designated Homeless Service Facilities as to (a) number, size, and condition of units, (b) proximity to public and private transportation, (c) density and zoning, and (d) availability of utilities; or, alternatively, (ii) arrange for the LRA to pay Traveler's Aid an amount sufficient to allow Traveler's Aid to purchase an alternative property in the City of Atlanta which is comparable, as determined by the LRA pursuant to the criteria set forth in clauses (a) through (d) above, to the Designated Homeless Service Facilities. Any alternative facilities so selected pursuant to this Section Four shall be deemed to be the Designated Homeless Service Facilities for all purposes of this Agreement. The process for finding an alternative arrangement may be commenced by either Party, upon completion of the Army's NEPA Decision Document, by requesting that specifically identified alternative facilities be designated as the Designated Homeless Service Facilities hereunder. The other party shall have the obligation to respond within thirty (30) days to the Party proposing the alternative facilities.

Section Five: Traveler's Aid shall operate the Programs. The scope of the support services to be provided to the homeless recipients of Designated Homeless Service Facilities under the Programs will include case management, transportation, food, clothing, furniture and housewares, child care, utility assistance, life skills training, employment counseling and referrals to other providers or mental/physical health and substance abuse treatment. The Programs shall also include the provision of transitional housing to Homeless Families at the Leased Units for a period of no longer than two (2) years. Traveler's Aid may not change the scope of the services to be provided to Homeless Families under the Programs without the express written consent of the LRA, which consent shall not be unreasonably withheld or delayed if the proposed changes continue to comply with the provisions of 32 C.F.R. Part 176 and the implementation intent and requirements of the Reuse Plan.

Section Six: Traveler's Aid shall be responsible for all costs and expenses associated with the operation and maintenance of the Designated Homeless Service Facilities and for the operation of the Programs from the effective date of the Existing Unit Lease or the New Unit Lease, whichever is earlier (or the date on which Traveler's Aid acquires alternative property pursuant to Sections Four or Seven, if applicable). Traveler's Aid shall have a period of twelve (12) months from the effective date of the Existing Unit Lease or the New Unit Lease, whichever is earlier (or the date on which Traveler's Aid acquires alternative property pursuant to Sections Four or Seven, if applicable) to begin operating the Programs. Should Traveler's Aid fail to begin operating the Programs within the time specified herein, the lease of any Designated Homeless Service Facilities that have been leased by the LRA to Traveler's Aid, pursuant to the Existing Lease or the New Unit Lease shall be subject to termination at the option of the LRA pursuant to the provisions of Section Three above.

Section Seven: The LRA retains the option, at any time prior to the effective date of the Existing Unit Lease or New Unit Lease of all of the Designated Homeless Services Facilities to Traveler's Aid, and thereafter with the consent of Traveler's Aid, to relocate or otherwise provide for the relocation of the Designated Homeless Service Facilities pursuant to the provisions of clauses (i) and (ii) of Section Four above. Any alternative facilities so provided for pursuant to this Section Seven shall be deemed to be the Designated Homeless Service Facilities for all purposes of this Agreement.

Section Eight: If the leasehold interest to the Designated Homeless Service Facilities is terminated pursuant to Section Three, the LRA shall, to the maximum extent practicable, take appropriate steps to facilitate the utilization of the Designated Homeless Service Facilities by other homeless provider representatives to house Homeless Families and operate the Programs. The term "appropriate steps" shall mean providing reasonable public notice of at least ninety (90) days to homeless providers in the vicinity of Fort McPherson of the available facilities and of the types of programs that may qualify as a successor to the Programs, and negotiating in good faith with homeless providers that respond to said notice. If the LRA is unable to reach agreement with a successor homeless provider or providers following good faith negotiations, the LRA shall have no further obligations hereunder.

Section Nine: All the rights and obligations of Traveler's Aid may not be transferred or assigned without the prior consent of the LRA.

Section Ten: The terms of this Agreement shall be governed by the laws of the State of Georgia and federal law, as applicable.

Section Eleven: This Agreement may be amended or terminated by the Parties hereto at any time by written agreement executed by the Parties; provided, however, that this Agreement may be terminated by the LRA prior to the effective date of the Existing Unit Lease or the New Unit Lease of all of the Designated Homeless Service Facilities to Traveler's Aid if Traveler's Aid has dissolved or otherwise ceases to function.

Section Twelve: This Agreement supersedes all prior agreements and understandings between the Parties, written or oral. No claim of waiver, modification, consent or acquiescence with respect to any terms hereof shall be made against a Party by the other Party, except on the basis of a written instrument executed by the Parties.

Section Thirteen: All notices hereunder shall be in writing and shall be deemed to have been sent if personally delivered, sent by fax with proof of transmission or sent by certified mail, return receipt requested and postage paid, addressed to:

McPherson Implementation Local Redevelopment Authority

Edward T. Powers, Executive Director
Traveler's Aid of Metropolitan Atlanta, Inc.
75 Marietta Street NW, Suite 400
Atlanta, Georgia 30303

IN WITNESS WHEREOF, and intending to be legally bound hereby, each of the undersigned parties has executed or caused this Agreement to be executed as of the date first above written.

MCPHERSON IMPLEMENTATION LOCAL
REDEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

TRAVELER'S AID OF METROPOLITAN
ATLANTA, INC.

By: _____
Name: _____
Title: _____