

**PRESERVE HW6 GP, LLC  
WRITTEN CONSENT OF MANAGERS  
IN LIEU OF A SPECIAL MEETING**

**August 28, 2023**

The undersigned, being all of the managers of Preserve HW6 GP, LLC, a Texas limited liability company (the “**Company**”), hereby consent in writing, in lieu of a special meeting of the managers of the Company, to the taking of the following actions and to the adoption of the following resolutions:

WHEREAS, the Company is the sole managing member of Preserve at HWY 6, LLC, a Delaware limited liability company (the “**Property Owner**”); and

WHEREAS, the Property Owner desires to execute and enter into, as applicable: (i) a Detention Pond and Drainage Easement Agreement (the “**Easement Agreement**”) with Fort Bend County, Texas, a political subdivision of the State of Texas (the “**County**”), whereby the Property Owner will grant to the County a perpetual, non-exclusive easement for purposes of draining storm water flow and discharge, as more particularly set forth therein; and (ii) a letter agreement (the “**Letter Agreement**”) with the County pursuant to which the County will pay to the Property Owner the sum of \$910,907 upon the execution and delivery by the Property Owner of the Easement Agreement; and

WHEREAS, the undersigned have determined that it is in the best interest of the Property Owner to: (i) execute and enter into the Easement Agreement and the Letter Agreement; and (ii) consummate the transactions contemplated thereby;

NOW, THEREFORE, BE IT RESOLVED, that the forms, terms and provisions of the Easement Agreement and the Letter Agreement, the respective terms and conditions thereof relating to the consummation of the transactions contemplated therein, and the mode of carrying the same into effect, are hereby approved, ratified and confirmed in all respects; and further

RESOLVED, that Richard Owen, as an Authorized Signatory on behalf of the Property Owner (the “**Authorized Signatory**”), is hereby authorized, empowered and directed, for and in the name and on behalf of the Property Owner: (i) to execute the Easement Agreement and the Letter Agreement in substantially the forms hereby approved, with such changes thereto as the Authorized Signatory shall approve, the execution by the Authorized Signatory of any document so changed shall be considered conclusive evidence of the Authorized Signatory’s approval thereof and the approval and ratification thereof by the undersigned, the Company and the Property Owner, as applicable; and (ii) to deliver the Easement Agreement and the Letter Agreement to the necessary parties; and further

RESOLVED, that the Authorized Signatory is hereby authorized, empowered and directed, for and in the name and on behalf of the Property Owner, to consummate the transactions contemplated by the Easement Agreement and the Letter Agreement and, in connection therewith, to execute and deliver, as applicable: (i) any and all agreements, documents, certificates or forms of any nature whatsoever incidental to, required by, relating to, arising out of or in connection with, or that may be requested in connection with, (a) the consummation of the transactions contemplated by the Easement Agreement, the Letter Agreement or these resolutions, (b) the execution and delivery of the Easement Agreement and the Letter Agreement or (c) the Property Owner’s performance of its obligations under the Easement Agreement and the Letter Agreement in accordance with their respective terms (all such agreements, documents, certificates or forms, collectively, the “**Ancillary Documents**”); (ii) waivers of (a) any conditions to the consummation of the transactions contemplated by the Easement Agreement, the Letter Agreement or the Ancillary Documents or (b) the performance of or compliance with any of the agreements and conditions of any of the parties to

the Easement Agreement, the Letter Agreement and the Ancillary Documents; and (iii) any and all amendments or supplements to the Easement Agreement, the Letter Agreement and the Ancillary Documents which the Authorized Signatory deems necessary, advisable or desirable to consummate the transactions contemplated thereby in conformity with the purposes and intent thereof, or as may be necessary to effectuate the purposes and intent of these resolutions; and further

RESOLVED, that, upon the execution and delivery, as applicable, by the Authorized Signatory of any such Ancillary Document, waiver, amendment or supplement authorized in the foregoing resolution: (i) each such Ancillary Document, waiver, amendment and supplement shall constitute and evidence the act and deed of the Property Owner for all purposes; and (ii) the execution and delivery thereof, as applicable, shall be considered conclusive evidence of the Authorized Signatory's approval thereof and the approval and ratification thereof by the undersigned, the Company and the Property Owner, as applicable; and further

RESOLVED, that, in addition to, and without limiting in any manner, the authority granted by the foregoing resolutions, the Authorized Signatory is hereby severally authorized, empowered and directed, for and in the name and on behalf of the Property Owner: (i) to take, or cause to be taken, all such further action; (ii) to do and perform, or cause to be done and performed, all such acts and things; and (iii) to execute and deliver, or cause to be executed and delivered, all such further papers, documents and instruments of any type and description, all of which may be, or may be deemed to be, necessary, advisable or desirable to effect the purposes and intent of the foregoing resolutions or to consummate any of the transactions contemplated by the Easement Agreement, the Letter Agreement or the Ancillary Documents, the necessity, advisability, desirability, and propriety of which shall be conclusively evidenced by the Authorized Signatory taking, or causing to be taken, any such action, doing or performing, or causing to be done or performed, any such act or thing, or executing and delivering, or causing to be executed and delivered, any such papers, documents or instruments; and the execution by the Authorized Signatory of any such papers, documents or instruments, or the doing by the Authorized Signatory of any act or thing in connection with any of the matters or things contemplated by, arising out of or in connection with, or otherwise relating to, in any manner whatsoever, the subject of the foregoing resolutions, shall conclusively establish the Authorized Signatory's authority therefor and the approval and ratification thereof by the undersigned, the Company and the Property Owner, as applicable; and further

RESOLVED, that any and all actions taken, done or performed in connection with the authority granted by the foregoing resolutions, as well as any and all actions, of any nature whatsoever, heretofore taken by the managers, officers, agents, attorneys or other representatives of the Company incidental to, contemplated by, arising out of or in connection with, or otherwise relating to, in any manner whatsoever, the subject of the foregoing resolutions, are hereby approved, ratified and confirmed in all respects as the act and deed of the Company and the Property Owner, as applicable.


**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, the undersigned have executed this consent in multiple counterparts, to be effective as of the date first written above, each of which together shall be considered one original, and whether by original or facsimile signature shall be effective in all respects as though an original.



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RICHARD OWEN



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DAVID KULKARNI

**PRESERVE AT HWY 6, LLC  
UNANIMOUS WRITTEN CONSENT OF MEMBERS  
IN LIEU OF A SPECIAL MEETING**

**August 28, 2023**

The undersigned, being all of the members of Preserve at HWY 6, LLC, a Delaware limited liability company (the “**Property Owner**”), hereby consent in writing, in lieu of a special meeting of the members of the Property Owner, to the taking of the following actions and to the adoption of the following resolutions:

WHEREAS, the Property Owner desires to execute and enter into, as applicable: (i) a Detention Pond and Drainage Easement Agreement (the “**Easement Agreement**”) with Fort Bend County, Texas, a political subdivision of the State of Texas (the “**County**”), whereby the Property Owner will grant to the County a perpetual, non-exclusive easement for purposes of draining storm water flow and discharge, as more particularly set forth therein; and (ii) a letter agreement (the “**Letter Agreement**”) with the County pursuant to which the County will pay to the Property Owner the sum of \$910,907 upon the execution and delivery by the Property Owner of the Easement Agreement; and

WHEREAS, the undersigned have determined that it is in the best interest of the Property Owner to: (i) execute and enter into the Easement Agreement and the Letter Agreement; and (ii) consummate the transactions contemplated thereby;

NOW, THEREFORE, BE IT RESOLVED, that the forms, terms and provisions of the Easement Agreement and the Letter Agreement, the respective terms and conditions thereof relating to the consummation of the transactions contemplated therein, and the mode of carrying the same into effect, are hereby approved, ratified and confirmed in all respects; and further

RESOLVED, that Richard Owen, as an Authorized Signatory on behalf of the Property Owner (the “**Authorized Signatory**”), is hereby authorized, empowered and directed, for and in the name and on behalf of the Property Owner: (i) to execute the Easement Agreement and the Letter Agreement in substantially the forms hereby approved; and (ii) to deliver the Easement Agreement and the Letter Agreement to the necessary parties; and further

RESOLVED, that the Authorized Signatory is hereby severally authorized, empowered and directed, for and in the name and on behalf of the Property Owner, to consummate the transactions contemplated by the Easement Agreement and the Letter Agreement and, in connection therewith, to execute and deliver, as applicable, any and all documents, certificates or forms incidental to the execution and delivery of the Easement Agreement and the Letter Agreement; and further

RESOLVED, that any and all actions taken, done or performed in connection with the authority granted by the foregoing resolutions, as well as any and all actions, of any nature whatsoever, heretofore taken by the managers, officers, agents, attorneys or other representatives of the managing member of the Property Owner or the Property Owner incidental to, contemplated by, arising out of or in connection with, or otherwise relating to, in any manner whatsoever, the subject of the foregoing resolutions, are hereby approved, ratified and confirmed in all respects as the act and deed of the Property Owner.

IN WITNESS WHEREOF, the undersigned have executed this unanimous written consent in multiple counterparts, as of the respective dates set forth below, each of which together shall be considered one original, and whether by original or facsimile signature shall be effective in all respects as though an original.

**PRESERVE HW6 GP, LLC,**  
a Texas limited liability company

By: 

Richard Owen, Manager

**RESCAL INVESTMENTS, LLC,**  
a Delaware limited liability company

By: ORA California IV, LLC,  
a Delaware limited liability company  
Its: Manager

By: Resmark Equity Partners IV, LLC,  
a Delaware limited liability company,  
Its: Managing Member

By: 

Name: Ziv Cohen

Title: Chief Investment Officer