

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “**Agreement**”) is entered into as of the effective date set forth below by and between the **STONECREST DEVELOPMENT AUTHORITY** (the “**Authority**”), a development authority and public body corporate and politic duly created and activated pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. Sec. 36-62-1, *et seq.*, as amended (the “**Act**”) and activated by the governing body of the City of Stonecrest, Georgia, and **ALLEN FAMILY STONECREST, LLC**, a Georgia limited liability company (the “**Company**”), each a “**Party**” and collectively the “**Parties.**”

1. THE PROJECT.

1.1. Description of the Project.

1.1.1. The Project. The Company (a) owns approximately ±313 acres, located adjacent to Stonecrest Mall in the City of Stonecrest (the “**City**”), DeKalb County, Georgia (the “**County**”), comprised of (i) ±13 acres on which is located a vacant “**Target**” retail facility, (ii) ±140 acres of greenspace, and (iii) ±160 acres of buildable land, which total acreage is more particularly depicted and described on Schedules 1.4 and 1.4.1 attached hereto and incorporated herein by reference, and (b) may or may not acquire additional land described on Schedule 1.4.2 attached hereto and incorporated herein by reference. A portion of such land will comprise the site (the “**Site**”, which is more particularly described in Section 1.4, below) for the below-defined Project. The Company wishes to develop on the Site a mixed-use development more particularly described on Schedule 1.1, which is attached hereto and hereby incorporated herein by reference, which Schedule shall also constitute findings, determinations, and authorizations made by the Authority. Such mixed-use development (including its hereinafter defined Improvements) and the Site are referred to collectively as the “**Project**”, provided, that the Project does not include, (i) non-commercial, for-sale housing, such as any such single-family homes or townhouses or (ii) the Public Infrastructure (as defined below). In connection with the issuance of the Bonds (defined below), the Authority will become the owner of the Project as it then exists. The Project will be owned by the Authority and leased to the Company under the Bond Lease (defined below). The Project shall consist of the following phases (each, a “**Phase**”, and collectively, the “**Phases**”). The Project, together with the properties described in the preceding clauses (i) and (ii) are sometimes referred to herein collectively as the “**Development.**”

1.1.2. Phase I. Phase I shall consist of the construction of (i) a 16-story, high-rise hotel containing approximately 265 rooms, together with (ii) an entertainment complex, and such other components, if any, as to comply with Schedule 1.1 hereto (the “**Phase I Projects**”).

1.1.3. Phase II. Phase II shall include such additional buildings and structures and related improvements as the Company may from time to time determine that are consistent with Schedule 1.1 hereto and the remainder of this Agreement (the “**Phase II Projects**”).

1.1.4. Public Infrastructure. The Development will include, on the terms and conditions provided herein, a publicly owned convention center and certain public parking infrastructure more particularly described on Schedule 1.1 hereto, together with any other public infrastructure that the City and the Company may hereafter agree in their discretion to include in the Development (collectively, the “**Public Infrastructure**”). The Public Infrastructure is not part of the Project. However, the Authority hereby finds and determines that the Project and the Public Infrastructure are each constitutionally authorized, for the Authority to undertake, in that they involve both a public component (*i.e.*, the Public Infrastructure) and a private component (*i.e.*, the Project) which are integrated so as to promote and develop the public purposes of trade, commerce, industry, and employment opportunities for the public good and the general welfare within the City and which will promote the general welfare of the State of Georgia.

1.2. Total Project Costs. “**Total Project Costs**” include all reasonable costs, fees and expenses incurred by the Company in connection with the investment in and development of the Project and the issuance of the Bonds. The Company will be responsible for any costs of or related to the Project, including, without limitation, those related to any change orders or cost overruns, to the extent that Bond proceeds are not available or are not sufficient to pay such costs.

1.3. Closing. As used herein, the “**Closing**” is the event at which the Bonds are issued and the other transactions contemplated herein are consummated. References herein to a “**Closing Condition**” are to the optional right of a Party hereto, based on a Closing Condition, to exercise a right provided herein in its favor and to avoid the Closing and terminate this Agreement as provided in Sections 5.4 and 5.5, respectively, below. In connection with the issuance of the Bonds, the signatories hereto will also enter into an Economic Development Agreement (the “**EDA**”) to further evidence the terms of this Agreement and to reflect any amendments hereto agreed to prior to Closing (or to reflect that there are no such amendments).

1.4. The Site. The land for the Project (including the above-mentioned “Target” facility) and the Public Infrastructure is more particularly described on Schedules 1.4 and 1.4.1 attached hereto and incorporated herein by reference, and, as and when acquired by the Company, on Schedule 1.4.2 hereto. The Company may convey all or portions of such land to the Authority from time to time in accordance with this Agreement, but prior to each such conveyance, the Company shall provide the Authority with a legal description and a survey of the land being conveyed. It shall be a Closing Condition in favor of the Authority that it be satisfied with all matters related to the Site (including for such purposes, the above-mentioned “Target” facility), including, without limitation, the title thereto, each survey thereof, encumbrances thereon, the condition thereof, and its acquisition thereof. Without limitation, the Company shall convey at least one parcel of Phase I to the Authority at Closing and the remainder of the Phase I land as contemplated herein and in the bond resolution for the Bonds.

1.5. Environmental Phase I. Prior to transfer of each parcel of the Site to the Authority, the Company shall provide to the Authority, at the Company’s expense, an environmental site assessment report (the “**Phase I Report**”) that summarizes the results of an environmental site assessment (the “**Phase I Assessment**”) of such parcel (including for such purposes, the above-mentioned “Target” facility). The Phase I Assessment shall have been conducted by an environmental engineering or consulting firm reasonably acceptable to the Authority and shall be

dated less than 180 days prior to the Closing. In addition, the Phase I Report and the Phase I Assessment shall comply with ASTM International Designation E1527-13, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," as the same may be amended, modified or supplemented from time to time. The Phase I Report shall expressly authorize reliance on its contents, including its conclusions and any recommendations for further assessment, by both the Company and the Authority. If the Phase I Report contains a recommendation for further assessment, or if additional assessment or investigation is reasonably requested by the Authority, the Company shall, at its own expense, commission such further assessment (the "**Phase II Assessment**"). Any Phase II Assessment shall be performed by an environmental engineering or consulting firm reasonably acceptable to the Authority, be conducted and provided to the Authority less than 180 days prior to the Closing, and comply with ASTM International Designation E1903-11, "Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process," as the same may be amended, modified or supplemented from time to time (the "**ASTM Phase II Standard**"). Any report prepared to summarize the results of such Phase II Assessment shall be prepared in accordance with the ASTM Phase II Standard, be dated less than 180 days prior to the Closing, and expressly authorize both the Company and the Authority to equally rely on its contents, including its conclusions. The Authority's satisfaction with the Phase I Assessment and any Phase II Assessment conducted pursuant to this Section 1.5, together with the Authority's satisfaction with the environmental condition of the parcel to be conveyed (including for such purposes, the above-mentioned "Target" facility), shall be conditions precedent to the conveyance of such parcel to the Authority. Without limitation, no deed shall be deemed accepted by the Authority if such conditions precedent have not been satisfied as to such conveyance.

1.6. Development of the Project.

1.6.1. Utilities. The Company shall be responsible for the delivery of adequate water, sewer, natural gas, and electricity to the Site.

1.6.2. Design and Selection. The Company shall be responsible for the design of the Project's improvements (the "**Improvements**", including any building equipment and building fixtures).

1.6.3. Construction, Generally. The Company will be responsible for the construction of the Improvements. Without limitation, the Company will select the contractor ("**Contractor**") for such construction and enter into an agreement, as principal and not as agent of the Authority, with the Contractor for the construction of the Improvements.

1.6.4. Compliance. The Improvements shall be constructed in compliance with applicable laws, including applicable zoning laws, building codes, environmental laws and other restrictions.

1.6.5. Permitted Exceptions. Without limitation, the Company shall keep the Project free and clear of all liens and encumbrances attributable to the Company, except for Permitted Exceptions, and shall in any event indemnify, hold harmless and defend the Authority and its respective members, officers, employees and representatives from any

claim, liability or loss arising out of or related to any such lien or encumbrance, provided, that said indemnity shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement. As used herein, “**Permitted Exceptions**” shall be defined as the Definitive Documents (defined below), and any liens, encumbrances or exceptions contained on Schedule 1.4 hereto or otherwise specified in this Agreement as being acceptable, or defined as such in the Bond Lease.

1.7. Indemnity by the Company. The Company shall indemnify, hold harmless and defend the Authority and its directors, members, officers, employees and representatives from and against any and all loss, liabilities and claims (including, without limitation, liens and encumbrances resulting from construction and installation activities) that may arise out of or relate to: (a) any act or omission by or attributable to the Company or its vendors, contractors or subcontractors, agents, employees or representatives, related to the Project; or (b) this transaction, including the Bonds or the issuance thereof, or the ownership or operation of the Project. The indemnity contained in this Section 1.7 shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement. The Authority shall be entitled to receive information from the Company as it may reasonably request in order to determine that the financial capability of the Company is sufficient, taking into account any financial support committed by Affiliates (as defined below), for purposes of the indemnification provisions of this Agreement and of the Definitive Documents (defined below) in favor of the Authority. It shall be a Closing Condition in favor of the Authority that it be reasonably satisfied with such financial capability.

1.8. Public Benefit. The Project is located in the City and the Authority’s jurisdiction and will inure to the economic benefit of the citizens of the City. Without limitation, the Authority has found and determined, and does hereby find and determine, that this Project will benefit the public by providing a significant and much needed catalyst for the development of the Site and of the surrounding property, that the financing, acquisition, and equipping of the Project will be in furtherance of the Authority’s public purpose, that the Project will provide the City’s citizens continuing benefit through creating and preserving jobs in the City, and that the Project will promote and develop the public purposes of trade, commerce, industry, and employment opportunities for the public good and the general welfare within the City and will promote the general welfare of the State of Georgia (the “**State**”). Therefore, the Parties acknowledge that the Authority has determined, after substantial study and attention, that the Project promotes a vital interest of the City, and that obtaining such critical public benefit is the basis on which the *ad valorem* property tax savings for the Project provided for herein is being extended.

1.9. Approvals. The Company shall apply for, and use its commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the planning, development, acquisition, construction, equipping and carrying out and use of the Project.

1.10. Development Schedule. Schedule 1.10 attached hereto and incorporated herein by reference contains a list (the “**Development Schedule**”) of milestones applicable to the

development, financing, construction and start-up of the Project, together with the related deadlines for the achievement of each such milestone. It shall be a Closing Condition in favor of the Authority that each milestone, that is scheduled to be achieved prior to Closing, has been achieved. If each such pre-Closing milestone is not achieved by Closing, then the Parties may, but are not required to, by mutual agreement enter into an amendment of the Development Schedule that is satisfactory to the Authority, which, if agreed to by the Authority, will constitute a waiver of such Closing Condition.

1.11. Public Infrastructure. This Agreement does not obligate the City or the Authority to provide the Public Infrastructure. If the Company has not received a reasonably satisfactory commitment from the City to provide the Public Infrastructure by March 31, 2020, then the Company may terminate this Agreement in accordance with Section 5.5; however, the Parties to this Agreement may, by separate instrument in writing, agree to an extension of such date. If this Agreement is so terminated, then the Purchase Option (defined below) shall be deemed exercised, and the Authority shall reconvey the Project, insofar as it holds title thereto at the time, to the Company in accordance with the applicable terms thereof. Such termination shall be without any further liability on the part of any Party, except as may theretofore have accrued, or except as otherwise expressly provided in this Agreement, or shall exist as a result of any prior breach hereof.

1.12. Lender Consent; Lender Security. It shall be a Closing Condition in favor of the Company that each grantee/and or secured party under a deed to secure debt or other financial instrument that encumbers any portion of the Site that constitutes the land for Phase I shall consent to the conveyance of such land to the Authority as contemplated herein. The Parties recognize that in connection with the financing and refinancing of the Project, it will be necessary for the Company to pledge the Project to financial institutions or other lenders or obligees to secure the Company's repayment and other obligations. In connection therewith, the Authority will, on reasonable advance notice, pledge the interest therein held by the Authority, but only on the basis of recourse only to the Authority's interest in the Project, not including any rights that are reserved to the Authority by the Definitive Documents (e.g., "Unassigned Rights" as shall be defined in the Bond Lease). The Definitive Documents shall make reasonable provisions to accommodate the same, as well as a pledge of the Company's interests for such purposes. All related loan and security documents shall be subject to the review by Authority counsel at the Company's consent, and to the approval of the Chairman of the Authority.

2. FINANCING OF THE PROJECT.

2.1. Bonds. In order to establish the bond-financed, sale-leaseback structure that is necessary for the provision of certain of the incentives contemplated herein, including, without limitation, *ad valorem* property tax savings for the Project, the Authority shall issue the Authority's revenue bonds (the "**Bonds**", which term includes any hereinafter defined Portion Bonds). The Company shall be responsible for the sale of the Bonds, which shall be issued in one or more series and sold to the Company or another purchaser acceptable to the Authority (the "**Bond Purchaser**") for cash or other legal consideration pursuant to one or more agreements (collectively, the "**Bond Purchase Agreement**") among the Authority, the Company and the Bond Purchaser. It shall be a Closing Condition in favor of both the Authority and the Company that each be satisfied with the Bond Purchase Agreement and that a Bond Purchaser satisfactory to the Authority and the Company execute and enter into the Bond Purchase Agreement.

2.2. Maximum Principal Amount of Bonds. The principal amount of the Bonds shall in the aggregate accommodate Total Project Costs for the Project. Such accommodation shall be made through structuring the Bonds as draw-down bonds in an appropriate maximum principal amount; the maximum principal amount for all Bonds in the aggregate is estimated at \$700 million.

2.3. Transaction Costs. The Company shall be responsible for all transactional costs of the issuance of the Bonds and other matters related hereto, provided that such costs shall be subject to the Company's approval, which shall not be unreasonably withheld. Subject to any applicable limits of the federal tax law, cash proceeds of the Bonds, if any are available for such purpose, may be used to pay such costs or to reimburse the Company for transaction costs previously paid by it (progress billing for costs shall apply prior to issuance of the Bonds). Such transaction costs include, without limitation: (i) reasonable legal fees and disbursements of Bond Counsel related to the closing of the issuance of the Bonds and the preparation and distribution of this Agreement and of transcripts; (ii) the reasonable fees and disbursements of the Authority's Issuer's Counsel related to the transaction; and (iii) the court costs relating to validation of the Bonds and recording and filing fees and (iv) the Authority's financing fee for the issuance of the Bonds, payable as set forth in Schedule 2.3 hereto. In addition, the Company shall pay or reimburse the Authority for all other reasonable third party costs incurred by the Authority in connection with its approval of this transaction, including, without limitation, any fees of a consultant for the preparation of a tax generation model, for financial advisory purposes, or for other purposes reasonably related to the Project.

2.4. Tax Status of the Bonds. The interest on Bonds issued to the Company will not be exempt from federal income taxation. Whether or not the interest on any other series of the Bonds will be exempt from federal income taxation shall be as determined by the federal income tax law.

2.5. Roles of Counsel. The law firm of Seyfarth Shaw LLP, Atlanta, Georgia, Authority counsel and Bond Counsel to the Authority, shall serve as Bond Counsel, and as the Authority's Issuer's Counsel, in connection with the issuance of the Bonds. Counsel for the Company shall be Townsend & Lockett, LLC, Atlanta, Georgia, who shall provide a customary legal opinion regarding the Company's organization, existence and good standing, and the enforceability and due authorization, execution and delivery of the Definitive Documents.

2.6. Repayment of the Bonds. The Company shall be responsible for the repayment of the Bonds. Without limitation, the Bonds shall not be a general obligation of the Authority, but shall be a special and limited obligation payable solely from the payments received under the Bond Lease and other pledged security. Neither the Authority, the City, the State nor any other public body shall have any obligation or liability for repayment of the Bonds.

2.7. The Bond Lease. The Authority and the Company shall enter into a lease agreement (the "**Bond Lease**") at the Closing. The Bond Lease shall contain terms and provisions substantially of the type normally included in bond leases between governmental "conduit" bond issuers and users of bond-financed property. The Bond Lease shall provide for the Company to pay "**Basic Rent**" (*i.e.*, rent equal to debt service on the Bonds), which shall be applied to such payment. The Bond Lease shall also provide for the payment to the Authority of rent ("**Additional Rent**") in an amount sufficient to reimburse the Authority for all out-of-pocket expenses and advances reasonably incurred by the Authority thereunder in connection with the Project

subsequent to the execution of the Bond Lease. If permitted by the Bond Purchase Agreement, the Bond Lease shall grant to the Company the option, at any time, to prepay Basic Rent in the amount needed to retire the Bonds. The Bond Lease will be a triple net type lease. The term of the Bond Lease, including all extensions (“**Lease Term**”), shall allow sufficient time for the Savings Schedule (defined below) and the term of the Bonds, provided, that in any event the Lease Term may not extend beyond 2047. Pursuant to the Bond Lease, the Company will be responsible, during the Lease Term, for all of the Project’s costs of operation and maintenance, insurance (including property and liability insurance), in amounts customary and reasonable, and (subject to Section 3.2) taxes. The Bond Lease shall provide customary and reasonable requirements for indemnification of the Authority, its members, officers, employees and representatives against any claims, liabilities or losses relating to the Bonds, or to the Project or the Company’s operations thereat, or to environmental claims relating to the Project, regardless of whether any environmental claim is based on facts or circumstances first existing before or after the Closing, and regardless, without limitation, of whether any such claim relates to any period prior the Company’s acquisition of the Site, provided, that said indemnity shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee.

2.8. Purchase Option. Subject to the provisions of the Bond Purchase Agreement, the Authority, in the Bond Lease or by separate instrument, shall grant the Company the option to purchase the Project (the “**Purchase Option**”) or any portion thereof, to the extent that the Authority holds title thereto at any time, exercisable for an option exercise price of \$10 plus any Basic Rent, Additional Rent, or any other amounts due to the Authority that must be paid at such time (including, without limitation, all payments owed under the Definitive Documents), and if all of the Bonds have not theretofore been retired, the Company shall cause all of the Bonds (or shall cause the portion of the Bonds allocable to the applicable portion of the Project if only a portion of the Project is then being purchased pursuant to an exercise of the Purchase Option) to be retired or cancelled. The Company may exercise its Purchase Option under this Section regardless of whether, at the time of the attempted exercise of such Purchase Option, the Company is in default under the Bond Lease, provided that it must cure any such default prior to closing under the purchase option. If the Company purchases the Project or a portion thereof pursuant to an exercise of the Purchase Option in the Bond Lease, the Authority shall convey title to the Project (or to the applicable portion of the Project) to the Company by limited warranty deed, “as is and where is”, all subject, without limitation, to Permitted Exceptions and to any encumbrances created by the act or omission of the Company. Notwithstanding any provision herein to the contrary, after any exercise, on one or more occasions, of the Purchase Option with respect to one or more portions of the Project, the purchase option under this Section 2.8 shall continue in full force and effect with respect to any and all portions of the Project which have not been purchased pursuant to such prior exercise(s) of the Purchase Option.

2.9. Definitive Documents. The term “**Definitive Documents**” means and includes the bond resolution for the Bonds, the Bond Lease, the EDA, the Bond Purchase Agreement, a Deed to Secure Debt and Security Agreement from the Authority to the bondholder for the Project, and any other related documents necessary to implement the transaction described herein. The Definitive Documents shall be prepared by Bond Counsel and shall be subject to the approval of the Authority, the Company and the Bond Purchaser and the legal counsel thereof. The Parties agree to negotiate in good faith to establish the terms and conditions to be included in the Definitive

Documents. It shall be a Closing Condition in favor of each of the Company and the Authority that they reach an agreement on such terms and conditions.

2.10. Transfers.

2.10.1. Transfer of this Agreement. All rights and benefits of the Company under this Agreement may be transferred and assigned by the Company, in whole or in part, to: (a) any Affiliate of the Company, but only upon prior written notice to the Authority, or (b) with the written approval of the Authority, to any one or more persons or entities which propose to acquire the Project, in any such case with the same effect as if such Affiliate or such persons or entities were named as the “Company” in this Agreement. Unless otherwise agreed in writing by the Authority, the assignment of the Company’s rights shall not release the Company from its obligations for costs and indemnification and following any such assignment, the Company and such assignee shall be jointly and severally liable for costs and indemnification hereunder. As used herein, “**Affiliate**” means any person or entity (as used herein “entity” includes, without limitation, any public body) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a specified person or entity. As used herein, the term “control” of a person or entity means the possession, directly or indirectly, of the power: (A) to vote 10% or more of the voting securities of such person or entity (on a fully diluted basis) having ordinary power to vote in the election of the governing body of such person or entity, or (B) to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

2.10.2. Transfer of the Project, the Bond Lease and the Other Definitive Documents. Except as expressly provided in this Section, the Company may not, without the prior written consent of the Authority, (a) transfer the Project; or (b) assign its interests and rights under the Bond Lease or other Definitive Documents or sublease any part of the Project. However, the Company may transfer or sublease the Project to an Affiliate, and as otherwise may be provided in the Definitive Documents. The Company, as lessee may, in the ordinary course of its business, or outside the ordinary course of business with the prior approval of the Authority, pursuant to one or more subleases, sublease the Project for a term which does not extend beyond the term of the Bond Lease minus one day, provided that the sublease is expressly subject and subordinate to the Bond Lease, and that the Company is not released from its obligations under such Bond Lease. No transfer and assignment shall relieve the Company from primary liability for any of its obligations hereunder, and in the event of any such assignment, the Company shall continue to remain primarily liable for payment of the Basic Rent and Additional Rent and for the payment, performance, and observance of the other obligations and agreements on its part herein provided to be performed and observed by it.

2.11. Statutory Compliance. The Act requires, and the Bond Lease will provide, that the Company must operate the Project at all times as a “project” permitted by the Act. In the event that the Company proposes to convert any part of the Project to a use that is not permitted by the Act or the Definitive Documents, then, in order for the Company to do so, the Company must make a partial exercise of the related Purchase Option and thereby remove such part of the Project

from ownership by the Authority, whereupon the Savings Schedule shall no longer apply to such part of the Project.

2.12. Parcel Developers. At the Company's request prior to the Authority's approval of the Bond Documents related to the Bonds, the Bond Documents shall allow the Company to subdivide the Site into separate parcels (each, a "**Portion Project**") so that each such parcel may be developed by a separate developer (each, a "**Portion Developer**") for a particular use, provided, that no use shall be permitted that is not described on Schedule 1.1 hereto.

2.13. Portion Bonds. In connection with a request by the Company pursuant to Section 2.12 above, the Definitive Documents shall be structured such that provision is made for an individual series of the Bonds (each a "**Portion Bond**") to be issued in respect of the development on each parcel.

2.14. Completion of Phase I Projects. Any provision hereof to the contrary notwithstanding, the Definitive Documents will not permit the Developer to transfer, except for bona fide financing purposes, the Project, either by assignment, Portion Bonds, or otherwise, prior to the substantial completion of the Phase I Projects.

3. INCENTIVES TO BE PROVIDED.

3.1. Purpose of Incentives. In order to induce the Company to locate the Project in the City, the following economic inducements will be provided for the Project by the Authority.

3.2. Background. All parties to this Agreement recognize and agree that the Authority is not subject to *ad valorem* taxation on its interest in the Project. The parties further understand and agree that the Company will be subject to *ad valorem* taxation on its leasehold interest in the Project (the "**Leasehold Interest**"), pursuant to the decision of the Supreme Court of Georgia in *W.C. Harris, et al. vs. DeKalb County Board of Tax Assessors* (the "**Harris Case**").

3.3. Methodology. In order to provide the Company with sufficient information and certainty upon which it can base its decision to carry out the Project in the City, the parties agree that it is important to set forth the methodology by which it is intended that the Leasehold Interest of the Company in the Project will be valued for *ad valorem* property tax purposes. That methodology is based on and dependent on the *Harris Case* and O.C.G.A. § 36-80-16.1(e), and a summary of same is set forth on Schedule 3.2, attached hereto and incorporated herein by reference (the "**Savings Schedule**"), the substance of which shall be set forth in Exhibit "C" of the Bond Lease.

3.4. Construction Period. To the extent any Project Assets (defined below) conveyed to the Authority as part of the Project were subject to *ad valorem* property taxation in the County prior to such conveyance, the provisions of Exhibit "C" of the Bond Lease shall apply thereto.

3.5. Appeals. No *ad valorem* tax appeal pursuant to O.C.G.A. § 48-5-311(g) may be initiated on the Project Assets during the term of this Agreement except as described herein. In consideration of the fact that the Company will receive substantial *ad valorem* tax benefits arising from this Agreement and in further consideration of the benefits received from the Bonds, the Company hereby agrees that as a condition precedent to filing an *ad valorem* tax appeal pursuant

to O.C.G.A. § 48-5-311(g), either in the Company's name, or the name of the Authority, the Company shall first request and obtain the written consent of the Authority to proceed with such filing. As used in this Section "written consent" is defined as a duly adopted resolution of the Authority approved in a duly constituted meeting of the Authority. The Authority shall immediately provide the Assessors with notice of the Company's request as well as a copy of any written consent provided to the Company. It is understood and agreed that separate written consent from the Authority shall be required for each appeal sought pursuant to O.C.G.A. § 48-5-311(g) and that no such appeal shall be filed or otherwise valid in the absence thereof. However, no consent shall be required for any action taken by the Company in its own name pursuant to O.C.G.A. § 48-5-311(e), (e.1) or (f). The Authority agrees that the Company has standing as a "taxpayer" and "leasehold owner" to file any such action pursuant to O.C.G.A. § 48-5-311(e), (e.1) or (f). The above provisions shall supersede and take precedence over any contrary or conflicting provision in the Bond Lease as may presently exist or as may be amended in the future. The above provisions can only be amended or modified with the express prior written consent of the Authority and the Company.

3.6. Other Property. The Company shall pay normal *ad valorem* property taxes with respect to property it owns which is not titled to the Authority in connection with the issuance of the Bonds.

3.7. Board of Tax Assessors. The provisions of this Agreement relative to the assessment and taxability of the Project for ad valorem property tax purposes shall be the obligation and responsibility of the DeKalb County Board of Tax Assessors (and not of the City, the County or the Authority). It shall be a Closing Condition in favor of both the Authority and the Company that the validation order for the Bonds become final by October 31, 2019, and that it specifically adjudge the validity of the Valuation of Leasehold Interest as more fully set forth in Exhibit "C" of the Bond Lease. Nonetheless, the Parties acknowledge that the Authority has no control over the administration of the property tax laws of the State, and shall have no responsibility for adherence by the taxing authorities to such validation order. Rather, the Company shall indemnify, hold harmless and defend the Authority, its members, directors, officers, employees, and representatives from and against any claim, liability or loss related to the imposition of property taxes or assessments on the Project. The indemnity contained in this Section 3.7 shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement.

4. SUBSTANTIAL PROGRESS.

4.1. Inducement. The Company's decision to carry out the Project in the City is based, in part, on certain incentives that shall be provided by the Authority in connection with the Bond Lease and the issuance of the Bonds. Such incentives, if provided, would be provided to induce the Company to carry out the Project in the City, with attendant job creation, and also investment on the part of the Company, and will promote trade, commerce, industry and employment opportunities for the public good and the general welfare of the City all of which constitutes valuable, non-cash consideration to the Issuer and the citizens of the City and of the State. The Company acknowledges that any incentives provided in connection with the Bond Lease and the issuance of the Bond serve a public purpose through the job creation, investment generation and

the promotion of trade, commerce, industry in the City represented by the Project. The Company further acknowledges that the cost/benefit requirements applicable to the Authority in the course of providing any such incentives dictate that some measure of accountability be implemented to ensure the Project is put in place as currently set forth in the Development Schedule.

4.2. Reporting Requirements. Beginning on the Closing Date (as defined in the Development Schedule) and continuing until the Phase I Completion Date (as defined in the Development Schedule), on each January 1, April 1, July 1 and October 1 (or the first business day immediately following if such date falls on a weekend or federal holiday) the Company will provide to the Chairman of the Authority a written update on the status and progress of the construction of the Project and the costs and expenses incurred in connection to date. Said updates shall be provided by the Company in the form of a written report in a format determined by the Chairman. Additionally, if requested by the Authority, any such update shall also be given in a telephone conference between the Company and the Authority. These reports and telephone conferences (the “**Progress Update**”) shall be in addition to and not as a substitute for any customary inspections or documents required by the City in the usual course of issuing permits and inspecting construction of the Project.

4.3. Substantial Progress with Development Schedule. Upon the failure of the Company to achieve any one of the milestones on the Development Schedule on or before the related deadline for same provided on the Development Schedule (a “**Slippage**”), the Authority will notify the Company of such Slippage in writing. If the Company does not cure such Slippage within 120 days (the “**Cure Period**”) after written notice specifying such Slippage shall have been received by the Company from the Authority, then the Authority, in its sole discretion, may choose to suspend future utilization, in whole or in part, of the Savings Schedule, from time to time, in any increment that the Authority sees fit in its sole discretion, and to require payments in lieu of taxes, to be made to the Tax Commissioner of the County in amounts up to 100% of normal taxes on the Phase I Projects for the remaining term of the Bond Lease, provided that the Authority likewise may, in its sole discretion, from time to time, in any increment that the Authority sees fit, rescind any such increase, and provided further, that the total amount of such payments in lieu of taxes plus normal taxes for any year may not exceed what 100% of normal taxes would have been for such year. For purposes of clarification, the Authority shall not suspend future utilization of the Savings Schedule as applied to the Phase II Projects for any Slippage related to the Phase I Projects. The foregoing provisions of this Section 4.3 are subject to the following limitations: If by reason of *force majeure*, the Company is unable in whole or in part to achieve in compliance with the Development Schedule any such milestone, then, the Authority shall not implement any such suspension during the continuance of such inability. The term “*force majeure*” as used herein shall mean, without limitation, the following: the existence of an Economic Recession (as defined and provided on Schedule 4.3 hereto); acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company. The Company agrees, however, to use its reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Company from achieving such milestone;

provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Company, and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Company, unfavorable to the Company.

5. TERMINATION OF AGREEMENT.

5.1. Delay. If, despite the good faith efforts of the Parties, this Agreement is not fully executed on or before September 20, 2019, or the Closing has not occurred by November 1, 2019, then the Authority or the Company may terminate this Agreement by written notice to the other Party, without any further liability except as otherwise expressly provided in this Agreement.

5.2. Approval by Governing Bodies. Upon its execution of this Agreement, each Party represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into such Agreement or Acknowledgment.

5.3. Closing Conditions. Any Party shall have the right to terminate this Agreement prior to the Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice to the other Parties, if:

5.3.1. Any other Party is in breach of this Agreement; or

5.3.2. There has been commenced against the Authority or the Company, or any Affiliate of the Company, any proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the matters that are the subjects of this Agreement, or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any of such matters. An uncontested validation proceeding for the Bonds shall not be considered a proceeding within the meaning of this Section.

5.4. The Authority's Termination Rights. The Authority shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Company, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Authority shall have the right to terminate this Agreement, effective immediately upon giving written notice to the Company if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Authority has not been satisfied. If the Authority does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.5. The Company's Termination Rights. The Company shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Authority, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Company shall have the right to terminate this Agreement, effective immediately upon giving written notice to the Authority if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Company has

not been satisfied. If the Company does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.6. Effect of Termination. If any Party terminates this Agreement prior to Closing pursuant to a right provided herein or if this Agreement expires, this Agreement shall terminate or expire as to all Parties without any further liability on the part of any Party, except as may theretofore have accrued, or except as otherwise expressly provided in this Agreement, or shall exist as a result of any prior breach hereof.

6. MISCELLANEOUS.

6.1. Notices. Any notice, request or other communication required to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, or if sent by Federal Express or other comparable commercial overnight delivery service or express mail (in each case for delivery on the next business day) addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to it to each other Party from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the first business day after having been deposited with the courier service or the United States Postal Service:

If to the Authority: Stonecrest Development Authority
3120 Stonecrest Avenue
Stonecrest, GA 30038
Attn: Antonio Render, Chairman

with a copy to: Seyfarth Shaw LLP
1075 Peachtree Street, N.E.
Suite 2500
Atlanta, GA 30309
Attn: Daniel M. McRae, Esq.

If to the Company: Allen Family Stonecrest, LLC
3235 Evans Mill Road
Stonecrest, GA 30038
Attn: Leicester Allen
Matthew E.P. Hampton

with a copy to: Townsend & Lockett, LLC
1100 Peachtree Street, NE
Suite 200
Atlanta, GA 30309
Attn: Chris Gilmore, Esq.

6.2. Confidential Information. All confidential information acquired by the Authority relating to the Company, shall be held in confidence by it, subject to its legal obligations as a public body, including, without limitation O.C.G.A. § 50-18-70, *et seq.* and § 50-14-1, *et seq.* The

Company and its advisors shall, prior to the execution and delivery hereof, treat the contents of this Agreement as confidential, and, without limitation, shall not disclose such contents to competing communities or states.

6.3. No Partnership or Agency. No partnership or agency relationship between or among the Parties shall be created as a result of this Agreement.

6.4. Survival of MOU. This Agreement shall survive Closing.

6.5. Governing Law; Jurisdiction and Venue. The transactions contemplated hereunder and the validity and effect of this Agreement are exclusively governed by, and shall be exclusively construed and enforced in accordance with, the laws of the State of Georgia, except for the State's conflicts of law rules. The Company consents to jurisdiction over it and to venue in the County.

6.6. Amendments. Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the Parties hereto.

6.7. Entire Agreement. This Agreement, together with the Definitive Documents (when executed), constitutes the entire agreement between the Parties with respect to the subject matter hereof.

6.8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6.9. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

6.10. No Personal Liability of Representatives of Public Bodies. No official, member, director, officer, agent, or employee of the Authority shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, all parties hereto waive and release any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such public bodies into this Agreement.

6.11. No Personal Liability of Representatives of Company. No official, member, manager, director, officer, agent, or employee of the Company shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such entity. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

6.12. Execution of Agreement. This Agreement shall not be effective until it has been fully executed by all Parties hereto.

6.13. Legal Compliance. The Company agrees that it and its officers and employees acting for it in matters relating to this Agreement shall comply with all applicable provisions of law, including, without limitation, O.C.G.A. § 50-36-1 relating, in part, to public benefits.

6.14. Recitals incorporated Herein. The recitals set forth above are incorporated in this Agreement by this reference.

6.15. Consequential Damages. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY PARTY OR ANY PERSON OR ENTITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER.

6.16. Effective Date. This Agreement shall not be effective until it has been fully executed by all Parties hereto.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused it to be delivered as of the following effective date: September 19, 2019.

The "Authority":

STONECREST DEVELOPMENT AUTHORITY

By: 
Antonio Render, Chairman


Attest:


Samuel Stuckey, Secretary



The "Company":

ALLEN FAMILY STONECREST, LLC

By: 
Name: Leicester L. Allen
Title: Manager

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SCHEDULE 1.1

DESCRIPTION OF THE PROJECT

The Project will consist of a mixed-use commercial real estate development. Specifically, but without limitation, the Initial Project (i.e., the Project prior to any subdivision) and each Portion Project is an economic development project under O.C.G.A. § 36-62-2(6)(N), part of the Act, and does not include a “project” described in O.C.G.A. § 36-62-2(6)(H), O.C.G.A. § 36-62-2(6)(J), O.C.G.A. § 36-62-2(6)(K) or in any other provision of the Act defining the term “project” or authorizing “projects”. The Initial Project and each Portion Project may be for any industrial, commercial, business, office, parking, public, or other use, and a majority of the members of the Authority have determined, by a duly adopted resolution, that the Initial Project and each Portion Project, and such use thereof, would further the public purpose of the Act.

Furthermore, the Project will conform to its description in this Agreement and each component of the Project must conform to the following:

1. The Phase I Projects will include a high-rise hotel and an entertainment complex, and their private sector supporting infrastructure, each of which must be suitable as a project authorized for the Authority by O.C.G.A. § 36-62-2(6)(N), which is part of the Act.
2. In addition to their private sector supporting infrastructure, any other components of Phase I, and all components of Phase II, must comply with each element of the following description:
 - a. Be suitable as a project authorized for the Authority by O.C.G.A. § 36-62-2(6)(N), which is part of the Act.
 - b. Be authorized by applicable City zoning and other land use ordinances, including particularly those related to the Stonecrest Area Overlay District.

SCHEDULE 1.4

DESCRIPTION OF LAND FOR THE DEVELOPMENT

[to be provided]

EXHIBIT "A"**PROPERTY****Tract 1:**

(Portions of Blocks K and L, Stonecrest Marketing Plan)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 138 of the 16th District of DeKalb County, Georgia, and more particularly described as follows:

Beginning at an iron pin set on the eastern right-of-way line of Arabian woods Drive (60-foot right-of-way) 385.0 feet north of the intersection of said right-of-way line with the northern right-of-way line of Arabian Terrace (60-foot right-of-way), as measured along the eastern right-of-way line of Arabian woods Drive (said iron pin also marking the Northwestern corner of Lot 11, Block C, Arabian woods subdivision); running thence North 45 degrees 35 minutes 54 seconds West 84.90 feet to an iron pin set at the northeastern corner of Lot 9, Block E, Arabian woods Subdivision; running thence North 89 degrees 49 minutes 54 seconds West along the northern line of said Lot 9 a distance of 200 feet to an iron pin found on the eastern line of property now or formerly owned by William M. Anderson and J. P. Jung; running thence North 00 degrees 35 minutes 54 seconds West along the eastern line of said Anderson and Jung property 383.53 feet to a 1" open top pipe found on the southern line of property now or formerly owned by Solgen N.V., a Netherlands Antilles Corporation; running thence North 89 degrees 32 minutes 57 seconds East along the southern line of said Solgen N.V. property 461.86 feet to an iron pin set on the Western line of property now or formerly owned by McDonough-Atlanta, Inc.; running thence South 00 degrees 31 minutes 42 seconds East along the Western line of said McDonough-Atlanta, Inc. property 444.70 feet to an iron pin set at the northeastern corner of Lot 11, Block C, Arabian Woods subdivision; running thence South 89 degrees 18 minutes 06 seconds West along the northern line of said Lot 11 a distance of 201.30 feet to the iron pin set at the POINT OF BEGINNING; said metes and bounds, courses and distances being taken from Boundary Survey of S. D. McCook, Sr. Property prepared by Hensley-Schmidt, Inc., R. Frank Meaders, Georgia Registered Land surveyor No. 2041, dated May 15, 1985; said tract containing, according to said survey, 4.398 acres, more or less.

Tract 2:

(Portions of Blocks K and L, Stonecrest Marketing Plan)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 138 of the 16th District of DeKalb County, Georgia, and more particularly described as follows:

BEGINNING at an iron pin found on the Western right-of-way line of Klondike Road (50-foot right-of-way), which iron pin is 1212.4 feet north of the intersection of the Western right-of-way line of Klondike Road with the southern Land Lot line of said Land Lot 138, as measured along the Western right-of-way line of Klondike Road; running thence North 85 degrees 26 minutes 39 seconds West 442.04 feet to an iron pin found ; running thence South 21 degrees 04 minutes 40 seconds West 98.78 feet to an iron pin found running thence South 71 degrees 34 minutes 57 seconds West 1060.86 feet to an iron pin found ; running thence South 89 degrees

28 minutes 57 seconds West 338.32 feet to an iron pin found; running thence North 00 degrees 37 minutes 19 seconds West 154.21 feet to an iron pin found; running thence North 00 degrees 31 minutes 42 seconds West 444.70 feet to an iron pin found; running thence North 00 degrees 35 minutes 05 seconds West 439.38 feet to an iron pin set; running thence North 87 degrees 27 minutes 07 seconds East 465.78 feet to an iron pin found; running thence North 11 degrees 25 minutes 16 seconds West- 312.29 feet to an iron pin found on the southern right-of-way line of Interstate Highway 20 (a right-of-way of varying widths); running thence in a northeasterly, southeasterly, northeasterly, northwesterly and northeasterly direction along the southern right-of-way line of Interstate Highway 20 the following courses and distances: along the arc of a 3969.72-foot radius curve an arc distance of 582.06 feet to an iron pin set (the arc of said curve being subtended by a chord lying to the north of said arc and bearing North 84 degrees 55 minutes 36 seconds East a distance of 581.54 feet); South 09 degrees 33 minutes 26 seconds East 25.00 feet to an iron pin set; along the arc of a 3994.72-foot radius curve an arc distance of 415.50 feet to an iron pin set (the arc of said curve being subtended by a chord lying to the north of said arc and bearing North 77 degrees 38 minutes 28 seconds East a distance of 415.31 feet); North 15 degrees 20 minutes 19 seconds West 25.00 feet to an iron pin set: and North 74 degrees 39 minutes 41 seconds East 134.53 feet to an iron pin set; thence leaving the southern right-of-way line of Interstate Highway 20 and running South 01 degree 30 minutes 47 seconds East 422.19 feet to an iron pin set: running thence North 89 degrees 21 minutes 27 seconds East 21.00 feet to an iron pin set on the southeastern side of an abandoned railroad right-of-way; running thence South 15 degrees 59 minutes 59 seconds West along the southeastern side of said abandoned railroad right-of-way 224.00 feet to an iron pin set: running thence North 89 degrees 21 minutes 27 seconds East 332.64 feet to an iron pin set on the Western right-of-way line of Klondike Road (50-foot right-of-way); running thence South 01 degree 30 minutes 47 seconds East along the Western right-of-way line of Klondike Road 369.53 feet to a point; continuing thence South 01 degree 07 minutes 06 seconds East along the Western right-of-way line of Klondike Road 142.36 feet to the iron pin found at the POINT OF BEGINNING; said metes and bounds and courses and distances being taken from a boundary survey of property of Wilwat Properties, Inc., dated June 11, 1985, prepared by Hensley-Schmidt, Inc., R. Frank Meaders, Georgia Registered Land surveyor No. 2041, said tract containing, according to said survey, 43.647 acres, more or less.

Tract 3:

(Portions of Blocks K and L, Stonecrest Marketing Plan)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 138 of the 16th District of DeKalb County, Georgia and more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, Begin at the point of Intersection of the eastern right-of-way line of Woodrow Road (70-foot right-of-way) with the southeastern right-of-way line of Evans Mill Road (a right-of-way of varying widths) and run thence South 00 degrees 32 minutes 33 seconds East along the eastern right-of-way -line of Woodrow Road 64.00 feet to an iron pin set at the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING as thus established, running thence South 89 degrees 52 minutes 07 seconds East 155.28 feet to a point running thence in a northeasterly direction along the arc of a 110.00-foot radius curve an arc distance of 57.60 feet to a point (said arc being subtended by a chord lying to the northwest thereof and bearing North 75 degrees 07 minutes 53 seconds East a distance of 56.94 feet: running thence North 60 degrees 07 minutes 53 seconds East 70 feet to an iron pin set- running thence North 72 degrees 27 minutes 04 seconds West 226.12 feet to an iron pin

found on the southeastern right-of-way line of Evans Mill Road: running thence North 29 degrees 45 minutes 48 seconds East along the southeastern right-of-way line of Evans Mill Road 100.77 feet to a point; continuing thence along the southeastern right-of-way line of Evans Mill Road North 29 degrees 33 minutes 34 seconds East 16.98 feet to an iron pin set; running thence South 74 degrees 02 minutes 12 seconds East 135.94 feet to an iron pin found; running thence South 72 degrees 26 minutes 47 seconds East 114.33 feet to an iron pin set; running thence North 00 degrees 03 minutes 03 seconds East 175.15 feet to an iron pin set; running thence North 72 degrees 13 minutes 53 seconds West 156.24 feet to an iron pin set on the southeastern right-of-way line of Evans Mill Road; running thence in a northeasterly direction along the southeastern right-of-way line of Evans Mill Road and along the arc of a 751.00-foot radius curve an arc distance of 94.08 feet to an iron pin set (said arc being subtended by a chord lying to the northwest thereof and bearing North 43 degrees 53 minutes 46 seconds East a distance of 94.02 feet); running thence South 44 degrees 55 minutes 20 seconds East 43.20 feet to an iron pin set; running thence North 89 degrees 04 minutes 12 seconds East 88.00 feet to an iron pin set; running thence south 00 degrees 55 minutes 48 seconds East 35.00 feet to an iron pin set; running thence south 82 degrees 52 minutes 53 seconds East 41.05 feet to an iron pin set; running thence South 89 degrees 52 minutes 07 seconds East 193.23 feet to an iron pin set; running thence south 89 degrees 52 minutes 07 seconds East 175.00 feet to an iron pin set; running thence South 89 degrees 52 minutes 07 seconds East 280.00 feet to an iron pin set; running thence South 00 degrees 35 minutes 04 seconds East 128.23 feet to an iron pin set; running thence South 00 degrees 35 minutes 05 seconds East 439.38 feet to an iron pin found; running thence South 89 degrees 32 minutes 57 Seconds West 461.86 feet to an iron pin found; running thence North 89 degrees 52 minutes 07 seconds West 325.30 feet to an iron pin set; running thence south 89 degrees 33 minutes 09 seconds West 50.14 feet to an iron pin found; running thence North 00 degrees 44 minutes 10 seconds West 190.92 feet to an iron pin set; running thence South 60 degrees 07 minutes 53 seconds West 16.06 feet to a point; running thence in a southwesterly direction along the arc of a 150.00-foot radius curve an arc distance of 78.54 feet to a point (said arc being subtended by a chord lying to the northwest thereof and bearing south 75 degrees 07 minutes 53 seconds West a distance of 77.65 feet); running thence North 89 degrees 52 minutes 07 seconds West 154.81 feet to an iron pin set on the eastern right-of-way line of Woodrow Road (70-foot right-of-way) ; running thence North 00 degrees 32 minutes 33 seconds West along the eastern right-of-way line of Woodrow Road 40.00 feet to the iron pin set at the POINT OF BEGINNING: said metes and bounds, courses and distances being taken from plat of survey of property of Solgen N.V. dated June 10, 1985, prepared by Hensley-Schmidt, Inc., R. Frank Meaders, Georgia Registered Land surveyor No. 2041; said tract containing, according to said survey, including the acreage in the storm water retention area and in the Proposed Evans Mill Parkway, 11.368 acres, more or less; said plat of survey being incorporated herein by reference.

LESS AND EXCEPT FROM SAID TRACT:

All that tract or parcel of land lying and being in Land Lot 138, of the 16th District, DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at a point located at the Southernmost corner of the mitered intersection formed by the Southerly right-of-way of Mall Parkway and the Westerly right-of-way of Klondike Road; thence along said right-of-way of Klondike Road the following courses and distances: South 01°17'57" East a

distance of 155.00 feet to a point; thence North 86°27'36" East a distance of 5.00 feet to a point; thence South 01°17'57" East a distance of 87.71 to a point; thence leaving said right-of-way North 85°22'35" West a distance of 384.90 feet to a point; thence North 04°37'25" East a distance of 201.07 feet to a point on the Southerly right-of-way of Mall Parkway; thence along said right-of-way, following a curve to the right, said curb having an arc distance of 228.00 feet and a radius of 1382.39 feet and being subtended by a chord bearing North 83°18'23" East a distance of 227.74 feet to a point; thence North 88°01'51" East a distance of 110.34 feet to a point at the mitered intersection of said right-of-way and the Westerly right-of-way of Klondike Road; thence along said miter, South 46°29'15" East a distance of 28.24 feet to THE TRUE POINT OR PLACE OF BEGINNING; said parcel or tract of land being shown as containing 2.001 acres more or less on that certain ALTA Survey by Adam & Lee Land Surveying for Usman Gandhi, CFN (I-20), Inc. and Chicago Title Insurance Company, dated February 1, 2019, bearing the signature and seal of Gary L. Cooper, Georgia Registered Land Surveyor No. 2606.

FURTHER LESS AND EXCEPT FROM SAID TRACT the land conveyed by Deed of Dedication from DeKalb Center Associates, a Georgia limited partnership to DeKalb County, dated October 16, 1988, filed for record October 26, 1989, recorded in Deed Book 6555, Page 248, Records of DeKalb County, Georgia.

Tract 4:

(Portion of Block I, Stonecrest Marketing Plan)

All that tract or parcel of land lying and being in Land Lot 151 of the 16th District, City of Stonecrest, DeKalb County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at a scribe set at the southeastern most mitered corner of the intersection of the northerly Right of Way of Mall Parkway (100' R/W) and the easterly Right of Way of Klondike Road (Variable R/W), thence running along said miter North 44° 45' 03" West a distance of 27.00 feet to a scribe set; thence along said Right of Way of Klondike Road North 00° 15' 43" East a distance of 383.07 feet to the TRUE POINT OF BEGINNING; thence continuing along said Right of Way North 00° 15' 43" East a distance of 136.91 feet to a point; North 89° 44' 17" West a distance of 10.00 feet to a point; thence North 00° 15' 43" East a distance of 129.85 feet to a Right of Way Monument found at the southerly Right of Way of Interstate 20 (Variable R/W); thence along said Right of Way the following courses: South 89° 26' 48" East a distance of 41.04 feet to a point; thence North 00° 41' 48" East a distance of 142.57 feet to a Right of Way Monument found (Disturbed); thence South 87° 51' 37" East a distance of 33.23 feet to a Right of Way Monument found (Disturbed); thence North 76° 34' 05" East a distance of 893.58 feet to a point; thence North 77° 05' 02" East a distance of 122.41 feet to a Right of Way Monument found; thence leaving said Right of Way and running South 11° 15' 27" West a distance of 195.47 feet to an iron pin set; thence North 88° 29' 49" East a distance of 200.26 feet to an iron pin set; thence North 00° 07' 56" West a distance of 250.19 feet to an iron pin set on the aforementioned Right of Way of Interstate 20; thence running along said Right of Way along a curve to the right an arc length of 734.98 feet, (said curve having a

radius of 5529.43 feet, with a chord bearing of North 83° 23' 40" East, and a chord length of 734.44 feet) to a ½" rebar found; thence leaving said Right of Way and running South 01° 04' 12" East a distance of 468.25 feet to a ½" rebar found on the northerly Right of Way of Stonecrest Square (100' R/W); thence running along said Right of Way the following courses: along a curve to the left an arc length of 429.48 feet, (said curve having a radius of 433.07 feet, with a chord bearing of South 56° 27' 21" West, and a chord length of 412.09 feet) to a point; thence South 28° 05' 50" West a distance of 644.29 feet to a ½" rebar and cap found; thence running along a curve to the right an arc length of 32.40 feet, (said curve having a radius of 35.07 feet, with a chord bearing of South 54° 24' 59" West, and a chord length of 31.26 feet) to a 5/8" rebar found on the aforementioned Right of Way of Mall Parkway; thence running along said Right of Way the following courses: along a curve to the left an arc length of 437.75 feet, (said curve having a radius of 1005.39 feet, with a chord bearing of North 77° 46' 51" West, and a chord length of 434.30 feet) to a point; thence South 89° 49' 22" West a distance of 603.21 feet to a point; thence leaving said Right of Way North 00° 09' 45" West a distance of 402.67 feet to a point; thence South 89° 44' 26" West a distance of 256.56 feet to the TRUE POINT OF BEGINNING. Said tract shown as containing 36.206 Acres (1,577,125 Square Feet), more or less, on that certain ALTA/NSPS Land Title Survey for Allen Family Investments, L.L.C., prepared by Technical Survey Services, JOB #2017-382 bearing the seal and certification of Aubrey J. Akin GRLS No. 3138, dated March 25, 2019, last revised April 23, 2019.

Tract 5:

(Portion of Block H, Stonecrest Marketing Plan)

All that tract or parcel of land lying and being in Land Lot 151 of the 16th District, City of Stonecrest, DeKalb County, Georgia and being more particularly described as follows:

Beginning at an iron pin set being the southernmost point of the arced intersection of the northeasterly Right of Way of Mall Parkway (100' R/W) and the southeasterly Right of Way of Stonecrest Square (100' R/W); thence running along a curve to the right an arc length of 52.71 feet, (said curve having a radius of 35.50 feet, with a chord bearing of North 14° 29' 25" West, and a chord length of 48.00 feet) to an iron pin set; thence running along said Right of Way of Stonecrest Square the following courses: North 28° 02' 54" East a distance of 632.31 feet to a point; thence running along a curve to the right an arc length of 353.81 feet, (said curve having a radius of 333.06 feet, with a chord bearing of North 58° 28' 51" East, and a chord length of 337.41 feet) to a point; thence North 88° 54' 46" East a distance of 117.81 feet to an iron pin set; thence leaving said Right of Way and running South 01° 05' 12" East a distance of 307.93 feet to an iron pin set; thence North 88° 54' 56" East a distance of 290.48 feet to an iron pin set; thence North 01° 05' 12" West a distance of 232.94 feet to an iron pin set; thence North 88° 54' 48" East a distance of 12.00 feet to an iron pin set; thence North 01° 05' 12" West a distance of 75.00 feet to an iron pin set on the aforementioned Right of Way of Stonecrest Square; thence running along said Right of Way North 88° 54' 48" East a distance of 218.60 feet to a point; thence running along a curve to the right an arc length of 104.05 feet, (said curve having a radius of 250.00 feet, with a chord bearing of South 79° 09' 49" East, and a chord length of 103.30 feet) to a point; thence along a curve to the right an arc length of 53.65 feet, (said curve having a radius of 35.00 feet, with a chord bearing of South 25° 33' 25" East, and a chord length of 48.55 feet) to

a point; thence South 71° 38' 56" East a distance of 14.50 feet to an iron pin set; thence South 18° 19' 09" West a distance of 128.04 feet to an iron pin set; thence running along a curve to the left an arc length of 526.54 feet, (said curve having a radius of 794.75 feet, with a chord bearing of South 00° 39' 38" East, and a chord length of 516.96 feet) to an iron pin set; thence South 70° 20' 37" West a distance of 17.53 feet to a point; thence running along a curve to the right an arc length of 75.65 feet, (said curve having a radius of 60.50 feet, with a chord bearing of South 21° 29' 36" West, and a chord length of 70.82 feet) to a point on the northwesterly Right of Way of Stonecrest Trace (85' R/W); thence along said Right of Way the following courses: along a curve to the left an arc length of 145.07 feet, (said curve having a radius of 500.87 feet, with a chord bearing of South 49° 01' 08" West, and a chord length of 144.56 feet) to a point; thence South 40° 43' 17" West a distance of 634.94 feet to an iron pin set; thence running along a curve to the right an arc length of 95.82 feet, (said curve having a radius of 61.00 feet, with a chord bearing of South 85° 43' 17" West, and a chord length of 86.27 feet) to an iron pin set on the aforementioned northeasterly Right of Way of Mall Parkway (100' R/W); thence running along said Right of Way the following courses: North 49° 11' 20" West a distance of 690.57 feet to a point; thence North 36° 01' 41" West a distance of 28.43 feet to a point; thence North 49° 14' 35" West a distance of 16.50 feet to a point; thence running along a curve to the left an arc length of 137.43 feet, (said curve having a radius of 1033.39 feet, with a chord bearing of North 53° 08' 09" West, and a chord length of 137.33 feet) to the TRUE POINT OF BEGINNING. Said tract shown as containing 26.498 Acres (1,154,263 Square Feet), more or less, on that certain ALTA/NSPS Land Title Survey for Allen Family Investments, L.L.C., prepared by Technical Survey Services, JOB #2017-382 bearing the seal and certification of Aubrey J. Akin GRLS No. 3138, dated March 25, 2019, last revised April 23, 2019.

Tract 6:

(Parcel G-2, Stonecrest Marketing Plan)

All that tract or parcel of land located in Land Lots 151 and 170 of the 16th District, City of Stonecrest, DeKalb County, Georgia and being more particularly described as follows:

Commencing at a "X" cut in a rock found at the corner common to Land Lots 150, 151, 170, 171;

Thence run North 54 degrees 16 minutes 38 seconds East a distance of 169.34 feet to a point on the Northerly right-of-way line of Mall Parkway (having a 100' public right-of-way);

Thence run along said Northerly right-of-way line the following courses and distances:

Thence North 50 degrees 46 minutes 19 seconds West for a distance of 510.37 feet to a MAG nail set;

Thence North 50 degrees 46 minutes 19 seconds West for a distance of 362.65 feet to a 1/2" rebar set;

Thence North 37 degrees 21 minutes 54 seconds West for a distance of 32.62 feet to a 1/2" rebar set;

Thence North 50 degrees 44 minutes 17 seconds West for a distance of 149.76 feet to a 1/2" rebar found at the southeasterly terminus of the Easterly right-of-way line of Stonecrest Trace (having a 85' public right-of-way) and the Northerly right-of-way line of Mall Parkway (having a 100' public right-of-way);

Thence, leaving said Northerly right-of-way line, run along the Easterly right-of-way line of Stonecrest Trace the following courses and distances:

Thence along a curve to the right having a radius of 40.00 feet and an arc length of 62.81 feet, subtended by a chord with a bearing of North 05 Degrees 45 minutes 18 seconds West and distance of 56.55 feet to a 1/2" rebar found;

Thence North 39 Degrees 13 Minutes 41 Seconds East for a distance of 648.29 feet to a 1/2" rebar set;

Thence along a curve to the right having a radius of 415.87 feet and an arc length of 92.51 feet, subtended by a chord with a bearing of North 45 Degrees 36 Minutes 03 Seconds East and a distance of 92.32 feet to a 1/2" rebar set;

Thence along a curve to the right having a radius of 60.50 feet and an arc length of 94.30 feet, subtended by a chord with a bearing of South 83 Degrees 22 Minutes 24 Seconds East and a distance of 85.04 feet to a 1/2" rebar set;

Thence North 55 Degrees 54 Minutes 57 Seconds East for a distance of 17.46 feet to a MAG nail found on the Southwesterly side of the Mall Ring Road, being a private road;

Thence, leaving said Easterly right-of-way line, run along said Southwesterly side of the Mall Ring Road the following courses and distances:

Along a curve to the left having a radius of 800.00 feet and an arc length of 51.46 feet, subtended by a chord with a bearing of South 35 Degrees 55 Minutes 37 Seconds East and a distance of 51.45 feet to a MAG nail found;

Thence South 37 Degrees 46 Minutes 11 Seconds East for a distance of 388.54 feet to MAG nail set, said MAG nail being the POINT OF BEGINNING;

Thence South 37 Degrees 46 Minutes 11 Seconds East for a distance of 232.99 feet to a point;

Thence along a curve to the left having a radius of 1450.00 feet and an arc length of 311.20 feet, subtended by a chord with a bearing of South 43 Degrees 55 Minutes 05 Seconds East and a distance of 310.61 feet to a 1/2" rebar found;

Thence leaving aforesaid Mall Ring Road, run South 53 Degrees 26 Minutes 50 Seconds West for a distance of 252.78 feet to a 1/2" rebar found;

Thence North 43 Degrees 10 Minutes 38 Seconds West for a distance of 407.98 feet to a 1/2" rebar found;

Thence North 43 Degrees 10 Minutes 38 Seconds West for a distance of 130.86 feet to a 1/2" rebar set;

Thence North 52 Degrees 13 Minutes 49 Seconds East for a distance of 270.24 feet to the POINT OF BEGINNING.

Tract 7:

(Parcel G6, Stonecrest Marketing Plan)

ALL that tract or parcel of land, lying and being in Land Lots 170 and 171 of the 16th Land District, DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at a point at the intersection of the northerly margin of the 100-foot right-of-way of Mall Parkway and the westerly terminus of the right-of-way of Stonecrest Promenade; thence along the northerly margin of the right-of-way of Mall Parkway the following courses and distances: South 87 degrees 49 minutes 31 seconds West, 15.55 feet to a point; thence 512.78 feet along the arc of a curve to the right having a radius of 1095.92 feet, chord bearing of North 78 degrees 46 minutes 13 seconds West and chord distance of 508.11 feet to the TRUE POINT OF BEGINNING; thence along the northerly margin of the right-of-way of Mall Parkway the following courses and distances: 279.15 feet along the arc of a curve to the right having a radius of 1095.92 feet, chord bearing of North 58 degrees 04 minutes 08 seconds West and chord distance of 278.40 feet; thence North 50 degrees 46 minutes 19 seconds West, 91.17 feet to a point; thence departing said right-of-way North 37 degrees 11 minutes 10 seconds East, 245.95 feet to a point; thence South 53 degrees 45 minutes 14 seconds East, 346.07 feet to a point; thence South 21 degrees 42 minutes 45 seconds West, 188.59 feet to a point; thence South 67 degrees 38 minutes 26 seconds West, 55.24 feet to the TRUE POINT OF BEGINNING.

Tract 8:

(Parcel JA2, Stonecrest Marketing Plan)

All that tract or parcel of land lying and being in Land Lot 151 of the 16th District, DeKalb County, Georgia, being bounded as follows:

On the North by the southerly right of way line of Mall Parkway;

On the East by the land now or formerly owned by Malcom Cunningham Properties, LLC as described in Limited Warranty Deed recorded in Deed Book 20522, Page 87, Records of DeKalb County, Georgia.

On the south by the land now or formerly owned by Wesley Providence Partners, LLC as described in Limited Warranty Deed, recorded in Deed Book 13369, Page 471, Records of DeKalb County, Georgia.

On the west by land now or formerly owned by Mordechai Gabay and Jodi Fleisig as described in Warranty Deed recorded in Deed Book 23284, Page 293, Records of DeKalb County, Georgia; land now or formerly owned by 2944 Klondike, LLC as described in Quitclaim Deed recorded in Deed Book 21054, page 404, aforesaid Records; and land now or formerly owned by 2950 Klondike, LLC, as described in Quitclaim Deed recorded in Deed Book 21054, Page 408, aforesaid Records.

Tract 9:

(Parcel F6A, Stonecrest Marketing Plan)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 170 and 171 of the 16th Land District, DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at an "X" chiseled into a stone outcropping, being the Land Lot Corner common to Land Lot; 150, 151, 170, and 171, being the TRUE POINT OF BEGINNING; thence North 39 degrees 13 minutes 41 seconds East, 63.53 feet to an iron pin on the southerly margin of the 100-foot right-of-way of Mall Parkway; thence along the southerly margin of the 100-foot right-of-way of Mall Parkway the following courses and distances: South 50 degrees 46 minutes 19 seconds East, 43.97 feet to a point; 191.03 feet along the arc of a curve to the left having a radius of 1195.92 feet, chord bearing of South 55 degrees 20 minutes 52 seconds East and chord distance of 190.83 feet to a point; thence departing said right-of-way South 00 degrees 00 minutes 43 seconds East, 221.35 feet to an iron pin; thence South 88 degrees 50 minutes 43 seconds West, 225.00 feet to an iron pin; thence North 01 degree 09 minutes 17 seconds West, 313.04 feet to the TRUE POINT OF BEGINNING.

Tract 10:

(BLOCK M, Stonecrest Marketing Plan)

All that tract or parcel of land lying and being in Land Lot 183 of the 16th Land District of DeKalb County, Georgia, and being more particularly described as follows:

Beginning at an iron pin set, said iron pin set being a 3/4 inch rebar with a plastic cap stamped "Wolverton LSF 709", which forms the intersection of the southwestern right of way of Interstate 20, aka State Route 402, said right of way varies in width, with the northwestern right of way of Mall Parkway, said right of way being 100 feet in width; thence, following along the aforementioned northwestern right of way of Mall Parkway along a curve to the left having a radius of 465.91 feet and an arc length of 264.89 feet being subtended by a chord of North 66 degrees 43 minutes 13 seconds West for a distance of 261.34 feet to a point; thence leaving said right of way South 89°07'25" West for a distance of 60.46 feet to a point; thence North 49°27'16" West for a distance of 54.21 feet to a point; thence along a curve to the left having a radius of 500.00 feet and an arc length of 230.48 feet being subtended by a chord of North 62 degrees 39 minutes 35 seconds West for a distance of 228.44 feet to a point; thence North 75°51'55" West for a distance of 117.92 feet to a point; thence along a curve to the right having a radius of 2010.00 feet and an arc length of 95.38 feet being subtended by a chord of North 74 degrees 30 minutes 21 seconds West for a distance of 95.37 feet to a point; thence North 60°53'29" West for a distance of 49.91 feet; thence along a curve to the right having a radius of 2000.00 feet and an arc length of 116.20 feet being subtended by a chord of North 70 degrees 05 minutes 05 seconds West for a distance of 116.18 feet to a point; thence North 68°25'13" West for a distance of 97.61 feet to a point; thence North 28°25'10" East for a

distance of 398.88 feet to a 1/2 inch rebar found on the aforementioned southwestern right of way of Interstate 20, aka State Route 402; thence following along said right of way the following courses and distances: South 56°59'26" East for a distance of 593.57 feet to a 1/2 inch rebar found; thence South 33°01'59" West for a distance of 15.00 feet to a 1/2 inch rebar found; thence South 56°58'16" East for a distance of 375.82 feet to the POINT OF BEGINNING; said metes and bounds and courses and distances being taken from that certain ALTA/ACSM Land Title Survey for Eric S. Zorn, as Trustee of Wal-Mart Real Estate Business Trust; et al., dated 2/24/11, last revised 11/7/11, prepared by Wolverton & Associates, Job No. 10-184, bearing the stamp and seal of Josh W. Trawick, Ga. Registered Land Surveyor No. 2974; said tract containing, according to said survey, 6.000 acres or 261,379 square feet, more or less.

Tract 11:

(Drainage Parcel south of Wal-Mart Tract, located northwest of Mall Parkway):

All that tract or parcel of land lying and being in Land Lot 182 of the 16th Land District of DeKalb County, Georgia, and being more particularly described as follows:

Commencing at an iron pin set, said iron pin set being a 3/4 inch rebar with a plastic cap stamped "Wolverton LSF 709", which forms the intersection of the southwestern right of way of Interstate 20, aka State Route 402, said right of way varies in width, with the northwestern right of way of Mall Parkway, said right of way being 100 feet in width; thence, following along the aforementioned northwestern right of way of Mall Parkway the following courses and distances: along a curve to the left having a radius of 465.91 feet and an arc length of 264.89 feet being subtended by a chord of South 66 degrees 43 minutes 13 seconds West for a distance of 261.34 feet to a point; along a curve to the left having a radius of 465.91 feet and an arc length of 160.80 feet being subtended by a chord of South 40 degrees 32 minutes 44 seconds West for a distance of 160.00 feet to a point; along a curve to the left having a radius of 465.91 feet and an arc length of 107.90 feet being subtended by a chord of South 24 degrees 01 minutes 27 seconds West for a distance of 107.66 feet to a point; South 17 degrees 23 minutes 23 seconds West a distance of 892.45 feet to a point; and along a curve to the right having a radius of 740.29 feet and an arc length of 73.95 feet being subtended by a chord of South 20 degrees 15 minutes 05 seconds West for a distance of 73.91 feet to an iron pin set, said iron pin set being a 3/4 inch rebar with a plastic cap stamped "Wolverton LSF 709", said iron pin set being the POINT OF BEGINNING;

Thence, continuing along the aforementioned northwestern right of way of Mall Parkway along a curve to the right having a radius of 740.29 feet and an arc length of 699.87 feet being subtended by a chord of South 50 degrees 11 minutes 49 seconds West for a distance of 674.10 feet to a point; thence, leaving said right of way and running along the property of DDR MDT Shops at Turner Hill, LLC and Eric S. Zorn, as Trustee of Sam's Real Estate Business Trust, North 00 degrees 56 minutes 14 seconds East a distance of 708.78 feet to an iron pin set, said iron pin set being a 3/4 inch rebar with a plastic cap stamped "Wolverton LSF 709"; thence leaving said property of Eric S. Zorn, as Trustee of Sam's Real Estate Business Trust and proceeding South 44 degrees 57 minutes 07 seconds East a distance of 39.15 feet to an iron pin set, said iron pin set being a 3/4 inch rebar with a plastic cap stamped "Wolverton LSF 709"; thence South 57 degrees 16 minutes 02 seconds East a distance of 52.93 feet to an iron pin set, said iron pin set being a 3/4 inch rebar with a plastic cap stamped "Wolverton LSF 709"; thence South 77 degrees 13 minutes 23 seconds East a distance of 178.10 feet to an iron pin set, said iron pin set being a 3/4 inch rebar with a plastic cap stamped "Wolverton LSF 709"; thence South 70 degrees 28 minutes 13 seconds East a distance of 56.05 feet to an iron pin

set, said iron pin set being a 3/4 inch rebar with a plastic cap stamped "Wolverton LSF 709"; thence South 18 degrees 49 minutes 49 seconds East a distance of 38.66 feet to an iron pin set, said iron pin set being a 3/4 inch rebar with a plastic cap stamped "Wolverton LSF 709"; thence South 46 degrees 45 minutes 54 seconds East a distance of 100.68 feet to an iron pin set, said iron pin set being a 3/4 inch rebar with a plastic cap stamped "Wolverton LSF 709"; thence South 51 degrees 03 minutes 37 seconds East a distance of 60.82 feet to an iron pin set, said iron pin set being a 3/4 inch rebar with a plastic cap stamped "Wolverton LSF 709"; thence South 75 degrees 44 minutes 16 seconds East a distance of 76.83 feet to the POINT OF BEGINNING; said metes and bounds and courses and distances being taken from that certain ALTA/ACSM Land Title Survey for Eric S. Zorn, as Trustee of Wal-Mart Real Estate Business Trust, et al., dated 2/24/11, last revised 11/7/11, prepared by Wolverton & Associates, Job No. 10-184, bearing the stamp and seal of Josh W. Trawick, Ga. Registered Land Surveyor No. 2974; said tract containing, according to said survey, 5.063 acres or 220,549 square feet, more or less.

Tract 12:

(BLOCK O, Parcel O-SE)

All that tract or parcel of land lying and being in Land Lots 182 and 183 of the 16th Land District of DeKalb County, Georgia, and being Proposed Parcel O-SE, as shown on the plat recorded in Plat Book 254, Page 23, which plat is incorporated herein by reference, said tract containing, according to said plat 6.503 acres more or less.

TRACT 13:

(BLOCK P, Stonecrest Marketing Plan)

All that tract or parcel of land lying and being in Land Lot 182 of the 16th District, DeKalb County, Georgia and being more particularly described as follows:

Beginning at a 1/2 inch rebar set at the northeastern end of the mitered intersection of the southeastern right of way line of Mall Parkway (100 foot right of way) and the southern right of way of Honeycreek Court (60 foot right of way); thence proceeding along said right of way line of Honeycreek Court the following courses and distances: South 72 degrees 35 minutes 41 seconds East a distance of 174.37 feet to a 1/2 inch rebar set, along a curve to the left with a radius of 666.62 feet and an arc length of 186.71 feet (said curve having a chord bearing of South 80 degrees 37 minutes 06 seconds East and a chord distance of 186.10 feet) to a 1/2 inch rebar set and South 88 degrees 38 minutes 31 seconds East a distance of 287.81 feet to a 1/2 inch rebar set on the western property line of Department of Transportation, as recorded in Deed Book 5953, Page 301; thence leaving Honeycreek Court and proceeding with the property line of Department of Transportation, as recorded in Deed Book 5953, Page 301, the following courses and distances: South 01 degrees 19 minutes 23 seconds West a distance of 362.75 feet to a 1/2 inch rebar found and South 89 degrees 19 minutes 56 seconds East a distance of 774.71 feet to a 1/2 inch rebar set on the western property line of Brisben Somerset Limited Partnership, as recorded in Deed Book 12309, Page 722, said line being also the land lot line common to Land Lots 182 and 203; thence proceeding with the western property line of Brisben Somerset Limited Partnership, as recorded in Deed Book 12309, Page 722, and further with the western property line of JM Shea Development Company, Inc., as recorded in Deed Book 17783, Page 489, along said land lot line South 00 degrees 48 minutes 40 seconds West a distance of 667.34 feet to a 1/2 inch rebar set; thence leaving said land lot line and

proceeding North 88 degrees 55 minutes 06 seconds West a distance of 840.26 feet to a 1/2 inch rebar set on the northeastern boundary line of The Terrace at Stonecrest subdivision, as recorded in Plat Book 202, Page 52; thence proceeding with the boundary line of The Terrace at Stonecrest subdivision, as recorded in Plat Book 202, Page 52, the following courses and distances: North 40 degrees 10 minutes 46 seconds West a distance of 35.03 feet to a 1/2 inch rebar found, North 88 degrees 55 minutes 06 seconds West a distance of 340.00 feet to a 1/2 inch rebar set and South 61 degrees 04 minutes 54 seconds West a distance of 546.30 feet to a 1/2 inch rebar set on the northeastern right of way line of Stonecrest Boulevard (right of way varies); thence proceeding along said right of way line of Stonecrest Boulevard the following courses and distances: North 19 degrees 55 minutes 29 seconds West a distance of 11.05 feet to a 1/2 inch rebar set, along a curve to the left with a radius of 623.00 feet and an arc length of 86.92 feet (said curve having a chord bearing of North 23 degrees 55 minutes 19 seconds West and a chord distance of 86.85 feet) to a 1/2 inch rebar set, North 17 degrees 05 minutes 25 seconds West a distance of 52.65 feet to a 1/2 inch rebar set, along a curve to the left with a radius of 635.00 feet and an arc length of 190.10 feet (said curve having a chord bearing of North 41 degrees 09 minutes 58 seconds West and a chord distance of 189.39 feet) to a 1/2 inch rebar set, North 49 degrees 44 minutes 32 seconds West a distance of 49.29 feet to a 1/2 inch rebar set, along a curve to the right with a radius of 363.00 feet and an arc length of 239.78 feet (said curve having a chord bearing of North 30 degrees 49 minutes 08 seconds West and a chord distance of 235.44 feet) to a nail set, South 78 degrees 06 minutes 16 seconds West a distance of 12.00 feet to a nail set, along a curve to the right with a radius of 375.00 feet and an arc length of 33.54 feet (said curve having a chord bearing of North 09 degrees 20 minutes 00 seconds West and a chord distance of 33.53 feet) to a 1/2 inch rebar set and North 06 degrees 46 minutes 15 seconds West a distance of 214.02 feet to a 1/2 inch rebar set at the southwestern end of the mitered intersection of said right of way line of Stonecrest Boulevard and the southeastern right of way line of Mall Parkway (100 foot right of way); thence proceeding along said right of way line of Mall Parkway the following courses and distances: North 46 degrees 36 minutes 20 seconds East a distance of 89.19 feet to a 1/2 inch rebar set, along a curve to the left with a radius of 840.29 feet and an arc length of 782.34 feet (said curve having a chord bearing of North 48 degrees 10 minutes 10 seconds East and a chord distance of 754.39 feet) to a 1/2 inch rebar set and North 63 degrees 56 minutes 28 seconds East a distance of 43.55 feet to a 1/2 inch rebar set, said point being the Point of Beginning.

LESS AND EXCEPT the land conveyed by Limited Warranty Deed from CFN (I-20), Inc., a Delaware corporation to Stonecrest Center, LLC, a Georgia limited liability company, dated July 3, 2017, filed for record July 3, 2017, recorded in Deed Book 26353, Page 388, Records of DeKalb County, Georgia; more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 182 of the 16th District, DeKalb County, Georgia and being more particularly described as follows:

Commencing at an iron pin set at the mitered intersection of the southerly right-of-way of Mall Parkway (100 foot right-of-way) and the easterly right-of-way of Stonecrest Boulevard (variable right-of-way) and proceeding along said easterly right-of-way of Stonecrest Boulevard South 06 degrees 46 minutes 15 seconds east a distance of 214.02 feet to a point; THENCE along a curve to the left having a radius of 375.00 feet and a length of 33.54 feet, said curve having a chord bearing of South 09 degrees 20 minutes 00 seconds East and a chord distance of 33.53 feet to a nail set; THENCE North 78 degrees 06 minutes 16 seconds East a distance of 12.00 feet to a nail set;

THENCE along a curve to the left having a radius of 363.00 feet and a length of 239.78 feet, said curve having a chord bearing of South 30 degrees 49 minutes 08 seconds East and a chord distance of 235.44 feet to an iron pin set; THENCE South 49 degrees 44 minutes 32 seconds East a distance of 49.29 feet to an iron pin set and the POINT OF BEGINNING;

THENCE departing said right-of-way North 39 degrees 38 minutes 26 seconds East a distance of 81.51 feet to a point; THENCE along a curve to the right having a radius of 235.62 feet and a length of 127.91 feet, said curve having a chord bearing of North 55 degrees 11 minutes 35 seconds East and a chord distance of 126.35 feet to a point; THENCE North 70 degrees 44 minutes 43 seconds East a distance of 63.27 feet to a point; THENCE along a curve to the left having a radius of 190.85 feet and a length of 117.46 feet, said curve having a chord bearing of North 53 degrees 06 minutes 48 seconds East and a chord distance of 115.62 feet to a point; THENCE along a curve to the right having a radius of 250.00 feet and a length of 43.44 feet, said curve having a chord bearing of North 40 degrees 27 minutes 35 seconds East and a chord distance of 43.39 feet to a point; THENCE North 45 degrees 26 minutes 17 seconds East a distance of 211.16 feet to a point on the Southwestern boundary line of an area identified as Wetland Mitigation Area #3 in that certain Declaration of Covenants and Restrictions recorded in Deed Book 18364, Page 53, DeKalb County, Georgia Records; THENCE continuing along said southwestern boundary line of Wetland Mitigation Area # 3 South 52 degrees 16 minutes 14 seconds East a distance of 91.76 feet to a point; THENCE continuing along said southwestern boundary line of Wetland Mitigation Area # 3 South 49 degrees 25 minutes 53 seconds East a distance of 462.98 feet to a point; THENCE continuing along said southwestern boundary line of Wetland Mitigation Area # 3 South 49 degrees 25 minutes 42 seconds East a distance of 113.78 feet to a half inch rebar found; THENCE leaving said southwestern boundary line of Wetland Mitigation Area #3 North 88 degrees 55 minutes 06 seconds West a distance of 340.00 feet to an iron pin set; THENCE South 61 degrees 04 minutes 54 seconds West a distance of 546.30 feet to an iron pin set on the easterly right -of-way of Stonecrest Boulevard (variable right-of-way); THENCE along said right-of-way North 19 degrees 55 minutes 29 seconds West a distance of 11.05 feet to an iron pin set; THENCE along a curve to the left having a radius of 623.00 feet and a length of 86.92 feet, said curve having a chord bearing of North 23 degrees 55 minutes 19 seconds West and a chord distance of 86.85 feet to an iron pin set; THENCE North 17 degrees 05 minutes 25 seconds West a distance of 52.65 feet to an iron pin set; THENCE along a curve to the left having a radius of 635.00 feet and a length of 190.10 feet, said curve having a chord bearing of North 41 degrees 09 minutes 58 seconds West and a chord distance of 189.39 feet to an iron pin set, said point being the TRUE POINT OF BEGINNING; said parcel being shown as containing 6.7231 acres, more or less (or approximately 292,856 sq. ft., more or less), on that certain ALTA/NSPS Land Title Survey for Ashley Capital Group, LLC, BridgeTrust Title Group, Chicago Title Insurance Company and CFN (I-20), Inc., dated March 9, 2017, prepared by Travis Pruitt & Associates, Inc., bearing the stamp and seal of Jamie F. Higgins, GA RLS No. 2802, JN 1-15-0365.600.1.

TRACT 14:

(Parcel Q1, Stonecrest Marketing Plan)

All that tract or parcel of land lying and being in Land Lot 182 of the 16th District, DeKalb County, Georgia and being bounded as follows:

On the North by (a) the south line of land now or formerly owned by Stonecrest Medical Promenade, LLC as described in Deed Book 16078, Page 31, Records of DeKalb County, Georgia, and (b) the south line of land now or formerly owned by 8225 Mall Parkway LLC as described in Deed Book 21183, Page 172, Records of DeKalb County, Georgia;

On the East by the west right of way line of Stonecrest Boulevard;

On the South by the north right of way line of Hayden Quarry Road; and

On the West by (a) the east line of land now or formerly owned by Thomas W. Poole, Jr. et. al. as described in Executor's Deeds recorded in Deed Book 25224, Pages 3 and 5, Records of DeKalb County, Georgia, and (b) the east line of land now or formerly owned by Charles E. Mahan and Marilyn Joan Mahan as described in Deed Book 2280, Page 231, Records of DeKalb County, Georgia.

TRACT 15:

(Parcel Q3, Stonecrest Marketing Plan and Block Q Floodway/Wetlands, Stonecrest Marketing Plan)

All that tract or parcel of land lying and being in Land Lot 182 of the 16th District, DeKalb County, Georgia being bounded as follows:

On the North by Tract 13 described above;

On the East (a) by the east Land Lot line of said Land Lot 182 and (b) by the west line of the 150 foot wide transmission line now or formerly owned, controlled or managed by Oglethorpe Electric Membership Corp. as described in Deed Book 3345 Page 468, Records of DeKalb County, Georgia; and

On the South by the north right of way line of Hayden Quarry Road.

On the West by the east boundary line of The Terrace at Stonecrest, as shown on Plat Book 202, Page 52, Records of DeKalb County, Georgia.

TRACT 16:

(Northernmost Portion of Parcel R Wetlands – created by the relocation of Hayden Quarry Road)

All that tract or parcel of land lying and being in Land Lot 181 of the 16th District, DeKalb County, Georgia being bounded as follows:

On the North by the south right of way line of Hayden Quarry Road.

On the East by the west line of the 150 foot wide transmission line now or formerly owned, controlled or managed by Oglethorpe Electric Membership Corp. as described in Deed Book 3345 Page 468, Records of DeKalb County, Georgia; and

On the South by the north line of Tract 19 described below; and

On the West by the east line of land now or formerly owned by Stonecrest Atlanta, LLC, described as Tract Three-A in Deed Book 17075, Page 237, Records of DeKalb County, Georgia.

TRACT 17:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 173 of the 16th District, DeKalb County, Georgia and being more particularly described as follows:

BEGINNING at the intersection of the southeastern right of way line of Rockland Road (having an 80-foot right of way) with the western right of way line of McDaniel Mill Road (having an 80-foot right of way); running thence in a southerly direction along the westerly right of way line of McDaniel Mill Road an arc distance of 359.6 feet (being subtended by a chord lying to the southwest bearing South 03 degrees 56 minutes a distance of 356.71 feet) to a point; thence leaving said right of way line and running South 89 degrees 10 minutes 30 seconds West 641.4 feet to a point; thence North 01 degree 03 minutes 30 seconds West 83.7 feet to the southeastern right of way line of Rockland Road; thence northeasterly along said right of way line an arc distance of 684.4 feet (being subtended by a chord bearing North 65 degrees 31 minutes 30 seconds East a distance of 679.5 feet) to THE POINT OF BEGINNING; said property being designated as Tract 9, and described herein according to plat of survey dated March 1, 1984 and Compiled Plat of Property dated April 2, 1986, each prepared by Watts & Browning Engineers (bearing the certification of A. W. Browning, Ga. R.L.S. No. 490), which plats are incorporated herein by reference and made a part hereof.

TRACT 18:

ALL that tract or parcel of land, lying and being in Land Lots 173 & 180 of the 16th Land District, in DeKalb and Rockdale Counties, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin at the Land Lot Corner common to Land Lots 173, 174, 179, and 180; thence along the Land Lot Line common to Land Lots 179 and 180, North 89 degrees 17 minutes 55 seconds East, 323.61 feet to an iron pin, being the TRUE POINT OF BEGINNING; thence departing said Land Lot Line, North 40 degrees 15 minutes 08 seconds East, 781.91 feet to a point; thence North 03 degrees 25 minutes 06 seconds East, 408.16 feet to a point; thence North 19 degrees 51 minutes 41 seconds West, 145.68 feet to a point; thence North 84 degrees 44 minutes 21 seconds West, 176.56 feet to a point; thence South 78 degrees 10 minutes 40 seconds West, 317.95 feet to a point; thence North 14 degrees 13 minutes 13 seconds West, 323.55 feet to a point; thence North 12 degrees 48 minutes 36 seconds West, 210.39 feet to a point; thence North 55 degrees 21 minutes 18 seconds West, 330.82 feet to a point; thence North 66 degrees 01 minute 55 seconds West, 146.12 feet to a point; thence

North 08 degrees 31 minutes 02 seconds East, 314.04 feet to a point; thence North 20 degrees 40 minutes 29 seconds West, 169.12 feet to a point; thence North 56 degrees 18 minutes 00 seconds West, 284.77 feet to a point on the southeasterly margin of the 80-foot right-of-way of Turner Hill Road; thence along the southeasterly margin of the 80-foot right-of-way of Turner Hill Road 83.02 feet along the arc of a curve to the right having a radius of 2382.76 feet, chord bearing of North 51 degrees 15 minutes 39 seconds East and chord distance of 83.01 feet to a point; thence departing said right-of-way, South 69 degrees 20 minutes 31 seconds East, 478.32 feet to a point; thence South 41 degrees 47 minutes 44 seconds East, 159.70 feet to a point; thence South 69 degrees 20 minutes 31 seconds East, 298.24 feet to a point; thence South 22 degrees 06 minutes 37 seconds West, 131.38 feet to a point; thence South 03 degrees 03 minutes 18 seconds East, 114.40 feet to a point; thence South 41 degrees 56 minutes 30 seconds East, 123.37 feet to a point; thence North 34 degrees 34 minutes 16 seconds East, 102.81 feet to a point; thence North 08 degrees 10 minutes 10 seconds East, 154.08 feet to a point; thence North 34 degrees 01 minute 28 seconds East, 203.44 feet to a point on the southerly margin of the right-of-way of Rockland Road (a.k.a. Turner Road); thence along the southerly margin of the right-of-way of Rockland Road the following courses and distances: South 71 degrees 47 minutes 58 seconds East, 172.09 feet to a point; South 67 degrees 48 minutes 58 seconds East, 88.30 feet to a point; South 66 degrees 37 minutes 58 seconds East, 297.90 feet to a point; South 65 degrees 25 minutes 58 seconds East, 120.77 feet to a point; 148.11 feet along the arc of a curve to the right having a radius of 666.20 feet, chord bearing of South 42 degrees 49 minutes 45 seconds East and chord distance of 147.81 feet to a point; South 36 degrees 27 minutes 36 seconds East, 291.10 feet to a point; 218.49 feet along the arc of a curve to the left having a radius of 490.74 feet, chord bearing of South 49 degrees 12 minutes 53 seconds East and chord distance of 216.69 feet to a point; thence departing said right-of-way, South 40 degrees 19 minutes 43 seconds West, 398.21 feet to a point; thence South 17 degrees 51 minutes 07 seconds West, 91.55 feet to a point; thence South 40 degrees 18 minutes 33 seconds West, 546.48 feet to a point; thence South 10 degrees 12 minutes 07 seconds East, 192.69 feet to a point; thence South 47 degrees 38 minutes 13 seconds East, 147.79 feet to a point; thence South 20 degrees 14 minutes 37 seconds East, 168.78 feet to a point; thence South 01 degree 41 minutes 43 seconds East, 209.77 feet to an iron pin on the Land Lot Line common to Land Lots 179 and 180; thence along the Land Lot Line, South 82 degrees 40 minutes 18 seconds West, 52.60 feet to a point; continuing thence along the aforesaid Land Lot Line South 89 degrees 17 minutes 55 seconds West, 924.74 feet to the TRUE POINT OF BEGINNING; said metes and bounds and courses and distances being taken from that certain ALTA/ACSM Land Title Survey for Stonecrest Atlanta, LLC, CFN (I-20), Inc., RBC Centura Bank, and Chicago Title Insurance Company dated January 15, 2005, prepared by Development Consultants Group, Donald G. Holland, G.R.L.S. No. 2637; said tract containing, according to said survey, 48.542 acres, more or less.

TRACT 19

ALL that tract or parcel of land, lying and being in Land Lots 180 & 181 of the 16th Land District, in DeKalb and Rockdale Counties, Georgia; and being more particularly described as follows:

BEGINNING at an iron pin at the Land Lot Corner common to Land Lots 180, 181, 204, and 205; thence along the Land Lot Line common to Land Lots 180 and 181, North 89 degrees 43 minutes 46 seconds West, 214.80 feet to THE TRUE POINT OF BEGINNING; thence departing said Land Lot Line, South 06 degrees 50 minutes 20 seconds West, 231.88 feet to a point; thence South 19 degrees 49 minutes 59 seconds East, 232.67 feet to a point; thence

South 88 degrees 07 minutes 28 seconds West, 252.63 feet to a point; thence South 40 degrees 20 minutes 26 seconds West, 487.03 feet to a point; thence South 78 degrees 24 minutes 53 seconds West, 251.92 feet to a point; thence South 48 degrees 25 minutes 11 seconds West, 476.31 feet to a point on the northerly margin of the right-of-way of Rockland Road (a.k.a. Turner Road); thence along the northerly margin of the right-of-way of Rockland Road the following courses and distances: North 24 degrees 44 minutes 13 seconds West, 93.48 feet to a point; North 31 degrees 09 minutes 47 seconds East, 20.70 feet to a point; North 24 degrees 44 minutes 13 seconds West, 29.50 feet to a point; thence departing said right-of-way, North 68 degrees 58 minutes 02 seconds East, 66.99 feet to a point; thence North 45 degrees 43 minutes 11 seconds East, 253.80 feet to a point; thence North 42 degrees 12 minutes 52 seconds East, 165.45 feet to a point; thence North 26 degrees 55 minutes 44 seconds East, 50.71 feet to a point; thence North 39 degrees 51 minutes 30 seconds East, 64.11 feet to a point; thence North 30 degrees 51 minutes 55 seconds East, 88.45 feet to a point; thence North 39 degrees 11 minutes 06 seconds East, 47.56 feet to a point; thence North 26 degrees 39 minutes 25 seconds East, 105.80 feet to a point; thence North 37 degrees 16 minutes 30 seconds East, 47.98 feet to a point; thence North 21 degrees 06 minutes 49 seconds East, 89.79 feet to a point; thence North 11 degrees 59 minutes 43 seconds East, 165.05 feet to a point; thence North 05 degrees 29 minutes 02 seconds East, 82.91 feet to a point located on the Land Lot Line common to Land Lot 180 and 181; thence along the aforesaid Land Lot Line North 00 degrees 34 minutes 06 seconds West, 61.57 feet to a point; leaving the aforesaid Land Lot Line thence North 89 degrees 43 minutes 46 seconds West, 195.61 feet to a point; thence North 12 degrees 08 minutes 28 seconds West, 394.64 feet to a point; thence North 27 degrees 59 minutes 09 seconds East, 702.93 feet to a point; thence North 04 degrees 48 minutes 27 seconds West, 226.40 feet to a point; thence North 35 degrees 03 minutes 26 seconds East, 298.56 feet to a point; thence North 64 degrees 04 minutes 43 seconds West, 135.40 feet to a point; thence North 24 degrees 43 minutes 58 seconds West, 162.57 feet to a point; thence North 05 degrees 08 minutes 47 seconds East, 284.23 feet to a point; thence North 03 degrees 28 minutes 53 seconds West, 229.62 feet to a point; thence North 21 degrees 50 minutes 33 seconds East, 427.26 feet to a point; thence North 16 degrees 43 minutes 28 seconds East, 281.00 feet to a point; thence South 82 degrees 35 minutes 00 seconds East, 265.78 feet to a point; thence South 00 degrees 50 minutes 37 seconds East, 526.57 feet to a point; thence South 69 degrees 51 minutes 17 seconds West, 278.41 feet to a point; thence South 00 degrees 51 minutes 04 seconds East, 292.20 feet to a point; thence South 21 degrees 42 minutes 34 seconds East, 290.95 feet to a point; thence South 55 degrees 28 minutes 08 seconds East, 382.94 feet to a point; thence South 16 degrees 22 minutes 48 seconds West, 678.98 feet to a point; thence South 06 degrees 28 minutes 26 seconds East, 409.79 feet to a point; thence South 06 degrees 50 minutes 20 seconds West, 357.12 feet to the TRUE POINT OF BEGINNING; said metes and bounds and courses and distances being taken from that certain ALTA/ACSM Land Title Survey for Stonecrest Atlanta, LLC, CFN (I-20), Inc., RBC Centura Bank, and Chicago Title Insurance Company dated January 15, 2005, prepared by Development Consultants Group, Donald G. Holland, G.R.L.S. No. 2637; said tract containing, according to said survey, 42.797 acres, more or less.

LESS AND EXCEPT from each of the above 19 Tracts of Land:

- i. the land described as a less and except in Warranty Deed from I-20 Peri Associates, L.P., a Georgia limited partnership, to CFN (I-20) Inc., a Delaware corporation, dated as of October 31, 1991, filed for record November 19, 1991, recorded in Deed Book 7104, Page 56, Records of DeKalb County, Georgia (being a 19 page Exhibit entitled "Exhibit A-1").

ii. all public rights of way, including without limitation, the rights of way of Mall Parkway; Evans Mill Road; Woodrow Drive; Klondike Road; Stonecrest Square; Stonecrest Terrace; Hayden Quarry Road; Turner Hill Road; Stonecrest Boulevard; Stonecrest Terrace; Honey Creek Court; Rockland Road; and McDaniels Mill Road.

EXHIBIT "A-1"**EXCLUDED PROPERTY**

All that tract or parcel of land lying and being in Land Lot 151 of the 16th District, DeKalb County, Georgia and being more particularly described as follows:

Beginning at a nail set at the southeasterly end of the mitered intersection of the Northerly right-of-way line of Mall Parkway (a 100 foot right-of-way) and the Easterly right-of-way line of Klondike Road (a variable right-of-way);

Thence along the mitered intersection North 44 degrees 52 minutes 43 seconds West for a distance of 27.33 feet to a 1/2" rebar set;

Thence along the Easterly right-of-way line of Klondike Road, North 01 degrees 17 minutes 39 seconds West for a distance of 382.38 feet to a 1/2" rebar set;

Thence leaving said right-of-way line, North 88 degrees 18 minutes 51 seconds East for a distance of 262.21 feet to a 1/2" rebar set;

Thence South 01 degrees 17 minutes 39 seconds East for a distance of 402.31 feet to a 1/2" rebar set along the Northerly right-of-way line of Mall Parkway;

Thence along said right-of-way line, South 88 degrees 18 minutes 51 seconds West for a distance of 243.36 feet to the POINT OF BEGINNING; said metes and bounds and courses and distances being taken from that certain ALTA/ACSM Land Title Survey for Marvin Hewatt, CFN (I-20), Inc., and Chicago Title Insurance Company, dated December 12, 2018, prepared by Robert G. Garner of Atkins North America, Inc., G.R.L.S. No. 3060; said tract containing, according to said survey, 105,298 square feet or 2.417 acres, more or less.

Together With:

Any and all easements, rights-of-way, appurtenances, or rights appertaining or in anyway belonging thereto to the extent appurtenant thereto, including without limitation that certain Declaration Regarding Entranceway (Parcel I-11) by CFN (I-20), Inc., a Delaware corporation dated April 30, 2019, and recorded or to be recorded in the aforesaid Records.

TOGETHER WITH:

All that tract or parcel of land located in Land Lots 151 and 170 of the 16th District, City of Stonecrest, DeKalb County, Georgia and being more particularly described as follows:

Commencing at a "X" cut in a rock found at the corner common to Land Lots 150, 151, 170, 171;

Thence run North 54 degrees 16 minutes 38 seconds East a distance of 169.34 feet to a point on the Northerly right-of-way line of Mall Parkway (having a 100' public right-of-way);

Thence run along said Northerly right-of-way line the following courses and distances:

Thence North 50 degrees 46 minutes 19 seconds West for a distance of 510.37 feet to a MAG nail set, said mag nail being the POINT OF BEGINNING;

Thence North 50 degrees 46 minutes 19 seconds West for a distance of 362.65 feet to a 1/2" rebar set;

Thence North 37 degrees 21 minutes 54 seconds West for a distance of 32.62 feet to a 1/2" rebar set;

Thence North 50 degrees 44 minutes 17 seconds West for a distance of 149.76 feet to a 1/2" rebar found at the southeasterly terminus of the Easterly right-of-way line of Stonecrest Trace (having a 85' public right-of-way) and the Northerly right-of-way line of Mall Parkway (having a 100' public right-of-way);

Thence, leaving said Northerly right-of-way line, run along the Easterly right-of-way line of Stonecrest Trace the following courses and distances:

Thence along a curve to the right having a radius of 40.00 feet and an arc length of 62.81 feet, subtended by a chord with a bearing of North 05 Degrees 45 minutes 18 seconds West and distance of 56.55 feet to a 1/2" rebar found;

Thence North 39 Degrees 13 Minutes 41 Seconds East for a distance of 648.29 feet to a 1/2" rebar set;

Thence along a curve to the right having a radius of 415.87 feet and an arc length of 92.51 feet, subtended by a chord with a bearing of North 45 Degrees 36 Minutes 03 Seconds East and a distance of 92.32 feet to a 1/2" rebar set;

Thence along a curve to the right having a radius of 60.50 feet and an arc length of 94.30 feet, subtended by a chord with a bearing of South 83 Degrees 22 Minutes 24 Seconds East and a distance of 85.04 feet to a 1/2" rebar set;

Thence North 55 Degrees 54 Minutes 57 Seconds East for a distance of 17.46 feet to a MAG nail found on the Southwesterly side of the Mall Ring Road, being a private road;

Thence, leaving said Easterly right-of-way line, run along said Southwesterly side of the Mall Ring Road the following courses and distances:

Along a curve to the left having a radius of 800.00 feet and an arc length of 51.46 feet, subtended by a chord with a bearing of South 35 Degrees 55 Minutes 37 Seconds East and a distance of 51.45 feet to a MAG nail found;

Thence South 37 Degrees 46 Minutes 11 Seconds East for a distance of 388.54 feet to MAG nail set;

Thence leaving aforesaid Mall Ring Road, run South 52 Degrees 13 Minutes 49 Seconds West for a distance of 270.24 feet to a 1/2" rebar set;

Thence South 43 Degrees 10 Minutes 38 Seconds East for a distance of 130.86 feet to a 1/2" rebar found;

Thence South 39 Degrees 13 Minutes 41 Seconds West for a distance of 469.03 feet to the POINT OF BEGINNING; Said metes and bounds being taken from that certain ALTA/NSPS Land Title Survey of Stonecrest Parcel G prepared for Cougar Conyers RP, LL, CFN I-20, Inc. and Chicago Title Insurance Company by Atkins North America, Inc., Robert G. Garner, Georgia

Registered Land Surveyor No. 3060, dated March 21, 2019; said tract shown on said survey as containing 435,837 square feet or 10.0054 acres, more or less.

Together With:

Any and all easements, rights-of-way, appurtenances, or rights appertaining or in anywise belonging thereto to the extent appurtenant thereto, including without limitation, that certain Declaration Regarding Entranceway by CFN (I-20), Inc., a Delaware corporation, dated April 30, 2019, and recorded or to be recorded in the aforesaid Records.

TOGETHER WITH:

That certain Supplement to Declaration of Easements, Covenants & Restrictions by CFN (I-20), Inc., a Delaware corporation, dated April 30, 2019, and recorded or to be recorded in the aforesaid Records.

SCHEDULE 1.4.1

DESCRIPTION OF LAND FOR [VACANT TARGET FACILITY]

EXHIBIT A
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 171 of the 16th Land District, DeKalb County, Georgia, containing 12.843 acres, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the northwesterly end of the mitered intersection of the southerly right of way line of Mall Parkway (100-foot right-of-way) and the westerly right-of-way line of Turner Hill Road (right-of-way width varies); thence along the southerly margin of the right-of-way of Mall Parkway the following courses and distances; South 89 degrees 11 minutes 41 seconds West, 48.38 feet to a point; 679.65 feet along the arc of a curve to the right having a radius of 1195.92 feet, chord bearing of North 74 degrees 31 minutes 28 seconds West, and chord distance of 670.54 feet to an iron pin set, being the TRUE POINT OF BEGINNING; thence departing said right-of-way South 01 degree 08 minutes 16 seconds East, 493.00 feet to an iron pin; thence South 88 degrees 14 minutes 24 seconds West, 750.04 feet to an iron pin; thence North 01 degrees 08 minutes 16 seconds West, 769.69 feet to a rock found; thence North 87 degrees 22 minutes 35 seconds East, 66.19 feet to an iron pin; thence North 01 degree 45 minutes 36 seconds West, 78.20 feet to an iron pin; thence North 21 degrees 17 minutes 57 seconds East, 107.41 feet to an iron pin on the southerly margin of the 100 foot right-of-way of Mall Parkway; thence along the southerly margin of the 100 foot right-of-way of Mall Parkway the following courses and distances: 248.22 feet along the arc of a curve to the right having a radius of 946.45 feet, chord bearing of South 61 degrees 11 minutes 06 seconds East and chord distance of 247.51 feet to a point; South 53 degrees 40 minutes 18 seconds East, 442.54 feet to a point; 95.43 feet along the arc of a curve to the left having a radius of 1195.92 feet, chord bearing of South 55 degrees 57 minutes 27 seconds East, and chord of 1195.92 feet, chord bearing of South 55 degrees 57 minutes 27 seconds East, and chord distance of 95.41 feet to the TRUE POINT OF BEGINNING; as shown on that certain plat of survey entitled "ALTA/ACSM Land Title Survey for Target Corporation, Stonecrest Land Investment, LLC, Ramsey Title Group, LLC, Chicago Title Insurance Company", prepared by Development Consultants Group, bearing the seal and certification of Donald G. Holland, Georgia Registered Land Surveyor No. 2637, dated May 14, 2003.

SCHEDULE 1.4.2

DESCRIPTION OF POSSIBLE ADDITIONAL LAND

The additional land which may be acquired consists of the following parcels located in Stonecrest, DeKalb County, Georgia:

<u>PARCEL ID</u>	<u>ADDRESS</u>
1613807001	2851 Klondike Road
1613807002	Unaddressed parcel fronting 2855 Klondike Road
1613807003	2855 Klondike Road
1613807004	1995 Klondike Road
1613807005	2869 Klondike Road
1613807006	2867 Klondike Road
1613807007	2879 Klondike Road
1613807008	2881 Klondike Road
1613807009	2891 Klondike Road
1615103002	2850 Klondike Road
1613807011	6753 Millwood Lane
1613807012	6733 Millwood Lane

SCHEDULE 1.10

DEVELOPMENT SCHEDULE

<u>MILESTONES</u>	<u>DATE</u>
Authority adopts Bond Resolution and approves MOU	September 17, 2019
All Parties sign MOU	By September 20, 2019
Validation order for the Bonds becomes final	By October 31, 2019
Bond Closing (the “Closing Date”)	By November 1, 2019
Company obtains all remaining City approvals and permits	By January 30, 2022
Company obtains equity partner	November 1, 2021
Company closes construction loan	February 1, 2022
Company starts construction	February 15, 2022
Substantial completion of Phase I Projects (the “Phase I Completion Date”)	February 15, 2024

SCHEDULE 2.3

AUTHORITY'S FINANCING FEE

In consideration of the issuance of the Bonds to the Company, the Company shall be responsible for paying to the Authority a financing fee equal of up to \$250,000 (such amount, the “**Maximum Authority Fee**”), as follows:

1. \$25,000 shall be payable by the Company at Closing and shall be applied as a credit toward future payments of the Authority's financing fee by the Company.
2. Upon each requisition under the Bonds made after Closing, the Authority shall receive an additional amount as a financing fee that bears the same relationship to the Maximum Authority Fee as the amount of such requisition bears to the maximum bond amount of \$700,000,00, subject to the application of a credit to the Company, until exhausted, for the amount paid pursuant to paragraph 1, above. For the avoidance of doubt, it is understood that the Maximum Authority Fee will not be paid in full unless the full amount of \$700,000,000 is requisitioned.

As examples, assume the first two requisitions were for \$175,000,000 and \$10,000,000, respectively. The amount of the financing fee payable for the first requisition is \$0 ($\$175,000,000/\$700,000,000 = 25\%$, $25\% \times \$250,000 = \$25,000$, $\$25,000 - \$25,000 = \$0$). The amount of the financing fee payable for the second requisition is \$3,571 ($\$10,000,000/\$700,000,000 = 1.43\%$, $1.43\% \times \$250,000 = \$3,571$, $\$3,571 - \$0 = \$3,571$). For the avoidance of doubt, any credit remaining after the initial requisition by the Company may be applied to such subsequent requisition; in the case of Portion Bonds, allocation of any remaining credit among Portion Bonds shall be as directed by the within-named company.

3. When Portion Bonds are issued, the Company's above responsibility shall be pro-rated among the Portion Bonds being issued.

As examples, assume, following the requisitions described in paragraph 2, above, the Authority issues \$100,000,000 in a new Portion Bonds (the Bond referred to above becomes a Portion Bond; the financing fee due to date on it has already been paid). The maximum financing fee applicable to such new Portion Bond, when fully drawn down is \$35,714 ($\$100,000,000/\$700,000,000 = 14.3\%$, $14.3\% \times \$250,000 = \$35,714$). If the Company and/or its designee makes a requisition of \$10,000,000 on such new Portion Bond, the amount of the financing fee for that requisition is \$3,571 (ten percent of the total financing fee attributable to such new Portion Bond when fully drawn down).

SCHEDULE 3.2

SAVINGS SCHEDULE

The Company acknowledges and agrees that its Leasehold Interest (defined below) is subject to *ad valorem* property taxation. Not later than April 1, 2020 and each April 1 of each year thereafter while the Bond Lease is in effect, the Company shall file with the Authority, the DeKalb County Board of Tax Assessors (the “**Assessors**”) and the DeKalb County Tax Commissioner (“**Tax Commissioner**”) a pro-forma property tax return (the “**Annual Return**”) containing a detailed list describing the items of property comprising the Project and showing the cost and date of purchase of each such item. The Authority is informed that the Assessors have recognized that *ad valorem* tax consequences arising from the acquisition and leasing of an economic project such as this Project through the Authority are a major consideration in the Company’s decision to develop and expand jobs within the boundaries of the City. However, the Authority is informed that the Assessors further recognized their duty to ensure that all property located in the City is assessed at its fair market value and in a manner that is fair, uniform and justly equalized. Therefore, the Parties to this Agreement are agreeing to the provisions of this Schedule 3.2; *i.e.*, the Savings Schedule. However, no Party to this Agreement shall have any obligation or liability to the other in the event that the Assessors do not value the Company’s leasehold interest in the Bond Lease (the “**Leasehold Interest**”) as contemplated in this Schedule 3.2. Subject to the foregoing, the Parties hereto agree as follows:

1. The property subject to this Agreement is the Project, which is specifically described in Schedule 1.1 hereto.

2. The methodology and schedule for determining the valuation of the Leasehold Interest is that consistent with the Applicable Percentage as provided in this Schedule 3.2.

3. Georgia state law allows the Assessors to use a simplified method to determine the value of a Leasehold Interest, so long as the methodology is not arbitrary or unreasonable, that allocates the fair market value of the property during the Lease Term based upon the lessee’s increasing interest in the property. O.C.G.A. § 36-80-16.1(e); *W.C. Harris, et al., vs. DeKalb County Board of Tax Assessors*, 248 Ga. 277, 282 S.E.2d 880 (1981) (the “**Harris Case**”).

4. There is no taxable value to the Company’s Leasehold Interest in the Project’s land, buildings, related improvements, building fixtures and building equipment purchased or constructed with proceeds of the Bonds (“**Project Assets**”), prior to completion of the Project and occupancy by the Company (“**Completion Date**”) in accordance with the precedent established in the Harris Case. Thus, there will be no *ad valorem* property taxes assessed on the Project Assets acquired by the Issuer in connection with the Project during the period prior to January 1st of the year immediately following the Completion Date (the “**Tax Commencement Date**”). The Completion Date is equivalent to the first date on which any part of the Project is placed in service, subject to Paragraph 6, below.

5. Beginning on the Tax Commencement Date, the Parties intend that Project Assets acquired in connection with the Project through the proceeds of the Bonds will be valued for *ad valorem*

property tax purposes based on the remaining term of the Bond Lease and the other provisions of this Schedule 3.2. During each year, the Leasehold Interest of the Company in the Project Assets acquired by the Authority in connection with the Project will be subject to taxation at the fair market value of the Leasehold Interest in that year. It is intended that the fair market value of the Leasehold Interest of the Company in such Project Assets will equal the “**Applicable Percentage**” for such year as set forth below in the table below (the “**Savings Table**”) multiplied by the fair market value of the fee value of such Project Assets in such year. The “Applicable Percentage” in each tax year during the term of the Bond Lease will be as follows, subject to Paragraph 6, below:

Tax Year	Applicable Percentage
1	0%
2	0%
3	0%
4	0%
5	0%
6	0%
7	0%
8	0%
9	0%
10	0%
11	0%
12	0%
13	9.09%
14	18.18%
15	27.27%
16	36.36%
17	45.45%
18	54.55%
19	63.64%
20	72.73%
21	81.82%
22	90.91%
23, and thereafter	100.00%

6. If no Portion Bonds have been issued but improvements that are part of the Project receive a certificate of occupancy, then the Savings Table shall apply without change. However, once any Portion Bonds are issued, each Portion Project that does not already have an applicable Tax Year, shall acquire an initial Tax Year determined by adding to the first Year 1 the number of tax years

that have elapsed since the first Year 1 began to apply to the Project or a Portion Project. For example, if no Portion Bonds have been issued and the first certificate of occupancy is issued for a hotel in Phase 1 in 2024, its Tax Year 1 is 2025. Then assume that, (1) Portion Bonds are issued, (2) the hotel becomes part of a Portion Project, (3) a new entertainment complex is the other Portion Project, and (4) the entertainment complex Portion Project receives its certificate of occupancy in 2025. The result is that the initial Tax Year for the hotel Portion Project is Tax Year 2. Furthermore, the Project and all Portion Projects are subject to an overall 22 Tax Year limitation. Therefore, in that example, the hotel (now part of a Portion Project) would have a Savings Table that includes all 22 Tax Years, but the entertainment complex Portion Project would have a Savings Table that includes only 21 Tax Years starting with Tax Year 2. However, in no event may the Savings Table extend beyond the Lease Term.

7. As of January 1st following the date when the Bonds have been retired, and thereafter, the Leasehold Interest of the Company in the Project (if any) will be subject to taxation at 100% of the fair market value of the fee interest of the Project Assets financed with such Bond, whether or not the Bond Lease remains in effect.

8. The determination of the fair market value of the fee of any Project Asset in any year (prior to being reduced by the Applicable Percentage) is subject to periodic reassessment, for which the Assessors will employ standard valuation methods, including depreciation of improvements, using customary useful life tables and other considerations, where appropriate. The fair market value of the Leasehold Interest valued thereunder shall be multiplied by 40% to determine the assessed value of each such category for such year and thereafter multiplied by the millage rate established by DeKalb County, the City or other taxing or assessing authority, to the extent the Project Asset is located within the geographical boundaries of such municipality or other taxing or assessing authority, with respect to such year, to determine the *ad valorem* tax for such year.

SCHEDULE 4.3

ECONOMIC RECESSION

An “Economic Recession” means a significant decline in economic activity spread across the national economy, lasting more than a few months, normally visible in real Gross Domestic Product, real income, employment, industrial production, and wholesale-retail sales. Whether or not an Economic Recession has commenced or ended, and when, shall be conclusively determined by decisions of the National Bureau of Economic Research, Inc.’s Business Cycle Dating Committee, provided, that, in the absence of any such decision, upon demand of either the Authority or the Company, such commencement or ending shall instead be conclusively determined by arbitration as hereinafter set forth. For the avoidance of doubt, if such a decision is issued after such a demand but prior to the determination of the arbitrator(s), then such decision shall control; if issued after such a determination, then such determination shall control. The Parties shall submit any dispute about whether or not an Economic Recession has commenced or ended, and when, that is permitted under the preceding sentence to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in Atlanta, Georgia, applying Georgia law.