
(Space above this line is for recording data)

Upon Recording, Return to:

Jeffrey H. Chesnut, Esq.
Seyfarth Shaw LLP
1075 Peachtree Street NE – Suite 2500
Atlanta, Georgia 30309

Cross Reference to Clayton County Records:

Memorandum of Lease recorded at Deed Book 12887,
page 637; Assignment of Bonds, Lease and Other Bond
Documents recorded at Deed Book 13690, page 655

Tax Parcel No.: 12204-205005

**MEMORANDUM AND CONFIRMATION OF
ASSIGNMENT OF BONDS, LEASE AND OTHER BOND DOCUMENTS**

This **MEMORANDUM AND CONFIRMATION OF ASSIGNMENT OF BONDS, LEASE AND OTHER BOND DOCUMENTS**, dated as of December __, 2024 (this “**Memorandum**”), is by and between **GILLEM LOGISTICS CENTER BUILDING 1200, LLC**, a Georgia limited liability company (the “**Original Company**”), and **DPIF4 GA 7 GLC I, LLC**, a Delaware limited liability company (the “**Current Company**”), and is acknowledged, consented to and, as applicable, agreed to by the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK**, a public body corporate and politic (the “**Issuer**”). All terms not otherwise defined herein shall have the meanings assigned to them in the hereinafter described Lease.

W I T N E S S E T H:

WHEREAS, pursuant to a Bond Resolution adopted by the Issuer on November 4, 2021 (the “**Bond Resolution**”), the Issuer authorized the issuance of Downtown Development Authority of the City of Forest Park Economic Development Revenue Bond (Gillem Logistics Center Building 1200, LLC Project), Series 2021 (the “**Bond**”), in an aggregate principal amount not to exceed \$20,000,000, to finance a capital project in Clayton County, Georgia (the “**Project**”), on the land more particularly described in Exhibit A hereto, and all as more particularly described in the Lease; and

WHEREAS, in connection with the issuance of the Bonds, the Issuer and the Original Company executed certain documents in connection therewith (the “**Bond Documents**”), including the Lease Agreement between the Issuer and the Original Company dated as of December 1, 2021 (the “**Lease**”), and a related Memorandum of Lease Agreement of even date therewith (the “**Memorandum of Lease**”), recorded at Deed Book 12887, page 637, in the Clayton County Real Estate Records (the “**Records**”); and

WHEREAS, Section 8.01 of the Lease provides that the Original Company may assign its interest in the Lease to an assignee meeting the requirements set forth therein, and specifically including the Current Company, without the prior written consent of the Issuer; and

WHEREAS, pursuant to an Assignment of Bonds, Lease and Other Bond Documents between the Original Company and the Current Company, dated as of March 13, 2024 (the “**Effective Date**”) and recorded at Deed Book 13690, page 655 in the Records (the “**Assignment**”), a copy of which is attached hereto as Exhibit B, the Original Company has assigned the Bonds and all of its right, title and interest in the Bond Documents, including the Lease and the Memorandum of Lease, to the Current Company; and

WHEREAS, though the assignment to the Current Company is expressly permitted by the Lease, the Original Company and the Current Company desire to confirm and ratify the Assignment to better effect and evidence the transactions described therein; and

WHEREAS, the Original Company and the Current Company hereby wish to give record notice of the assignment to the Current Company of the Original Company’s right, title and interest in and to the Lease and the Memorandum of Lease, including, without limitation, the option to purchase the Project from the Issuer contained in the Lease, and to provide for issuance of a new Bond R-2 in replacement of the Bond R-1 assigned by the Original Company to the Current Company.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Confirmation and Ratification of Assignment. Except as expressly set forth in this Memorandum, the terms, provisions and conditions of the Assignment of Bonds, Lease and Other Bond Documents are hereby ratified and confirmed and shall remain unchanged and in full force and effect without interruption or impairment of any kind.

2. Issuer’s Consent and Recourse. As of the Effective Date of the Assignment (as defined herein), the Issuer shall look solely and exclusively to the Current Company for the payment or performance of the covenants, liabilities and obligations set forth in the Bond Documents accruing on or after the Effective Date and shall have no recourse whatsoever against the Original Company with respect to such covenants, liabilities and obligations, except for obligations of the Original Company arising from any acts, events or conditions occurring prior to the Effective Date and any covenant set forth herein. The Issuer acknowledges and consents to the foregoing assignment as made in the Assignment, and agrees to the assumption of all covenants, liabilities and obligations imposed on the “Company” and the “Purchaser” under the Bond Documents as if the Current Company had been the original “Company” and “Purchaser” named

in the Bond Documents and hereby releases the Assignor from such obligations and agreements arising on and after the Effective Date. Except for the indemnification of the Issuer for losses, claims, suits, or damages related to acts, events, or conditions occurring prior to the Effective Date, the Current Company assumes no obligations for any losses, claims, lawsuits or damages of any kind arising in connection with the Bonds, the Bond Documents, or the operation of the Project prior to the Effective Date or any violation of the Bond Documents or obligations incurred or arising thereunder prior to the Effective Date.

3. Certifications. The Original Company certifies to the Issuer, (i) to the best of the Original Company's knowledge, that as of the Effective Date no default on the part of the Original Company has occurred or would occur with the passage of time or the giving of notice under the Bond Documents, including, but not limited to, the Original Company's satisfaction of the Economic Development Goals, (ii) the assignment of the Lease is permitted under Section 8.01 thereof, and (iii) as of the Effective Date, all conditions precedent to the assignment and amendment of the Bond Documents as contemplated herein have been met.

4. Leasehold Mortgage; Superior Security Document. The Current Company acknowledges that any Specified Mortgage or Superior Security Document contemplated pursuant to Section 3.08 of the Lease, that requires the signature of the Issuer, shall be subject to review and approval by the Chairman or Vice Chairman of the Issuer and Issuer's Counsel.

5. Issuance and Registration of Bond R-2. The Current Company has provided a lost bond affidavit, and does hereby certify to the Issuer, that it has lost Bond No. R-1, and hereby directs the Issuer to treat Bond No. R-1 as having been surrendered, and the Issuer shall deliver an executed replacement Bond No. R-2 to be issued and registered in the name of the Current Company. The Issuer and the Trustee shall take such other steps as may be reasonably necessary to effectuate such transfer.

6. Notices. From and after the Effective Date, all notices required or permitted to be sent to the "Company," "Guarantor," or "Purchaser" under the Bond Documents shall be sent to Assignee at the following address, in the manner required under the Bond Documents:

DPIF4 GA 7 GLC I, LLC
c/o Dermody Properties
5500 Equity Avenue
Reno, Nevada 89502
Attention: Douglas Lanning, Chief Financial Officer

With a copy to:

DPIF4 GA 7 GLC I, LLC
c/o Dermody Properties
3715 Davinci Court, Suite 350
Peachtree Corners, GA 30092
Attention Wes Hardy, Partner Southeast Region

7. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

8. Transfer Instructions. The Original Company hereby acknowledges that it has the sole responsibility to provide the transfer instructions.

9. Miscellaneous. This Memorandum and the obligations of the Original Company, the Current Company, and the Issuer hereunder shall be binding upon and inure to the benefit of the Original Company, the Current Company, and the Issuer and their respective successors, assigns, heirs, executors, administrators, and personal representatives, shall be governed by and construed in accordance with the laws of the State of Georgia and may not be modified or amended in any manner other than by a written agreement signed by all parties hereto.

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IN WITNESS WHEREOF, the parties have executed and delivered this Memorandum and Confirmation of Assignment of Bonds, Lease and Other Bond Documents under seal as of the day and year first above written.

Signed and sealed in the presence of:

ORIGINAL COMPANY:

**GILLEM LOGISTICS CENTER BUILDING
1200, LLC,**
a Georgia limited liability company

Unofficial Witness

By: Gillem Logistics Center Building 1200
Member, LLC, a Georgia limited liability
company, its Sole Member

Notary Public

My Commission Expires:

By: _____(Seal)
Name:
Title:

[NOTARY SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signed and sealed in the presence of:

CURRENT COMPANY:

DPIF4 GA 7 GLC I, LLC,
a Delaware limited liability company

Unofficial Witness

By: _____ (SEAL)

Notary Public

Name:

Title:

My Commission Expires:

[NOTARY SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ISSUER’S ACKNOWLEDGMENT, AGREEMENT, CONSENT AND RELEASE

The undersigned acknowledges, agrees and consents to the foregoing, including the foregoing Memorandum and Confirmation of Assignment of Bonds, Lease and Other Bond Documents, and agrees to the assumption of all obligations of Original Company under the Bond Documents by Current Company arising prior to, on and after the Effective Date, and hereby releases Original Company from its obligations under such Bond Documents arising on or after the Effective Date.

Signed and sealed in the presence of:

ISSUER:

**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF FOREST PARK**

Unofficial Witness

By: _____
Chairman

Notary Public

ATTEST:

My Commission Expires:

Secretary

[NOTARY SEAL]

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 206 of the 12th Land District, City of Forest Park, Clayton County, Georgia, said tract or parcel of land being more fully shown and designated as Tract A on a plat of survey prepared by Valentino & Associates, Inc. (Job #15-074; Drawing/File #15-074), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at a concrete monument found at the common corner of Land Lots 209, 210, 239 and 240;

THENCE South 49 degrees 02 minutes 55 seconds East for a distance of 5810.01 feet to a 1/2" iron pin set on the southeasterly right-of-way line of Hood Avenue (a.k.a. Anvil Block Road, 110' r/w and varies, Private Road), said 1/2" iron pin set being the POINT OF BEGINNING;

THENCE departing said southeasterly right-of-way line of Hood Avenue North 90 degrees 00 minutes 00 seconds East for a distance of 293.65 feet to a 1/2" iron pin set;

THENCE South 61 degrees 41 minutes 04 seconds East for a distance of 355.08 feet to a 1/2" iron pin set;

THENCE along a curve to the left having a radius of 283.85 feet for an arc distance of 97.24 feet (said arc being subtended by a chord of South 69 degrees 28 minutes 36 seconds East for a distance of 96.77 feet) to a computed point;

THENCE South 38 degrees 42 minutes 57 seconds East for a distance of 23.28 feet to a computed point;

THENCE along a curve to the left having a radius of 101.93 feet for an arc distance of 33.24 feet (said arc being subtended by a chord of South 27 degrees 51 minutes 47 seconds East for a distance of 33.09 feet) to a computed point;

THENCE along a curve to the left having a radius of 322.76 feet for an arc distance of 53.27 feet (said arc being subtended by a chord of South 48 degrees 02 minutes 54 seconds East for a distance of 53.21 feet) to a computed point;

THENCE South 32 degrees 53 minutes 08 seconds East for a distance of 20.38 feet to a computed point;

THENCE South 27 degrees 42 minutes 30 seconds East for a distance of 77.12 feet to a 1/2" iron pin set;

THENCE South 03 degrees 10 minutes 53 seconds East for a distance of 43.73 feet to a 1/2" iron pin set;

THENCE South 03 degrees 10 minutes 53 seconds East for a distance of 1102.61 feet to a 1/2" iron pin set;

THENCE South 80 degrees 53 minutes 30 seconds West for a distance of 665.03 feet to a 1/2" iron pin set;

THENCE North 78 degrees 24 minutes 57 seconds West for a distance of 273.62 feet to a 1/2" iron pin set on the aforesaid southeasterly right-of-way line of Hood Avenue;

THENCE proceeding along said right-of-way line of Hood Avenue the following courses and distances: North 42 degrees 04 minutes 04 seconds West for a distance of 168.95 feet to a 1/2" iron pin set;

THENCE North 35 degrees 29 minutes 51 seconds East for a distance of 44.00 feet to a 1/2" iron pin set;

THENCE North 05 degrees 39 minutes 35 seconds East for a distance of 28.11 feet to a 1/2" iron pin set;

THENCE along a curve to the left having a radius of 1055.00 feet for an arc distance of 797.26 feet (said arc being subtended by a chord of North 11 degrees 19 minutes 43 seconds East for a distance of 778.43 feet) to a 1/2" iron pin set;

THENCE North 10 degrees 19 minutes 15 seconds West for a distance of 335.43 feet to a 1/2" iron pin set;

THENCE along a curve to the right having a radius of 455.03 feet for an arc distance of 290.85 feet (said arc being subtended by a chord of North 07 degrees 59 minutes 26 seconds East for a distance of 285.92 feet) to a 1/2" iron pin set, said 1/2" iron pin set being the POINT OF BEGINNING.

Said tract or parcel of land contains 29.504 acres or 1,285,179 square feet.

TOGETHER WITH:

All of Grantor's rights, interests and obligations under that certain Department of the Army License dated July 20, 2021 by and between the Secretary of the Army and the Grantor regarding the construction, operation and maintenance of a storm water pond.

EXHIBIT B

COPIES OF ASSIGNMENT

DEED
Recorded 3/13/2024 4:22 PM
Chanae Q Clemons
Clerk of Superior Court
Clayton County, GA
Book 13690 Page 655
Participant IDs: 9562359654
0466245412

FIRST AMERICAN TITLE INSURANCE COMPANY

(Space above this line is for recording data.)

After recording, return to:

First American Title Insurance Company
385 East Colorado Blvd.
Suite 205
Pasadena, California 91101

Cross Reference:

Book 12887, Page 637 and
Book 12887, Page 643,
Clayton County, Georgia records

Parcel No. 12204 205005

ASSIGNMENT OF BOND LEASE AND OTHER BOND DOCUMENTS

This **ASSIGNMENT OF BOND LEASE AND OTHER DOCUMENTS** (this "**Assignment**"), dated as of March 13, 2024 (the "**Effective Date**"), is made by and between **GILLEM LOGISTICS CENTER BUILDING 1200, LLC**, a Georgia limited liability company (the "**Assignor**"), and **DPIF4 GA 7 GLC I, LLC**, a Delaware limited liability company (the "**Assignee**").

WITNESSETH:

WHEREAS, pursuant to a bond resolution dated November 4, 2021 (the "**Bond Resolution**") adopted by the Downtown Development Authority of the City of Forest Park, a downtown development authority and public body corporate and politic created and existing under the laws of the State of Georgia (the "**Issuer**"), the Issuer issued its Downtown Development Authority of the City of Forest Park Economic Development Revenue Bond (Gillem Logistics Center Building 1200, LLC Project), Series 2021 in the maximum principal amount of \$20,000,000.00 (the "**Bond**") for the purpose of financing the costs of acquiring land (the "**Site**"), as more fully described on Exhibit A attached hereto, on which the Assignor constructed an approximately 378,379 square foot distribution facility and related improvements, building fixtures and building equipment (collectively, the "**Improvements**") and together with the Site, the "**Project**"), located within the City of Forest Park, Georgia at 2055 Anvil Block Road; and

WHEREAS, in connection with the issuance of the Bond, the Issuer and the Assignor executed the documents described on Exhibit B attached hereto and incorporated herein by reference (the "**Bond Documents**"); and

WHEREAS, a Fixture Filing related to the Assignment and Security Agreement identified as Item 4 on Exhibit B was also recorded as noted in the heading of this Assignment in the Clayton County, Georgia, Real Estate Records (the "**Fixture Filing**"); and

WHEREAS, the Assignor now desires to assign the Bond and the Bond Documents to the Assignee, and the Assignee desires to accept such assignment on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. **Defined Terms.** Capitalized terms not defined herein are defined in the Bond Documents.

2. **Assignment.** The Assignor hereby assigns, transfers, sets over, grants and conveys unto the Assignee as of the Effective Date the Bond Documents and all of the Assignor's right, title and interest in and to and arising under the Bond Documents and any and all collateral held by or on behalf of the Issuer in connection therewith and any and all certificates, opinions and other documents executed in connection therewith. The Assignee hereby accepts such assignment and assumes the obligations, covenants, agreements and liabilities of the Assignor under the Bond Documents (including, but not limited to, indemnification of the Issuer), arising from and after the Effective Date. The Assignor shall remain liable for all such obligations, covenants, agreements and liabilities first arising prior to the Effective Date hereof. The Assignor hereby indemnifies, defends and holds harmless the Assignee from and against any and all liabilities, losses, damages, costs, expenses (including without limitation reasonable attorneys' fees and expenses), causes of action, lawsuits, arbitrations, legal proceedings, claims, demands or judgments of any nature arising from any obligations, covenants, agreements and liabilities under the Bond Documents (including, but not limited to, indemnification of the Issuer) first arising prior to the Effective Date hereof. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The Assignor and the Assignee acknowledge that as a result of the foregoing assignment of the Lease Agreement identified as Item 2 on Exhibit B, the Assignee is and will be the lessee of the Project.

3. **Assignee's Investment Confirmation.** The Bond is being simultaneously assigned herewith. The Assignee hereby confirms that: (i) the Assignee is acquiring the Bond as an investment for its own account and not with a view to distribution or resale; (ii) the Assignee understands the limited source of payment and the limited security for the Bond and has conducted its own due diligence investigation as to the Bond and sources of payment of the Bond and interest thereon and in the conduct of such investigation, the transferee has not relied on any representations of the Issuer; (iii) the Assignee understands the risks involved in investing in the Bond and has the financial ability to accept such risk; (iv) the Assignee understands that neither the Issuer, the Assignor nor any other Person is required, by the terms of such Bond or the Bond

Purchase Agreement referenced therein and identified as Item 1 on Exhibit B, to provide continuing disclosure with respect to the Bond under Securities and Exchange Commission Rule 15c2-12; (v) the subsequent transfer of the Bond by the Assignee shall also be subject to the restrictions contained in Section 10 of the Bond Purchase Agreement; and (vi) the Assignee agrees to comply with the obligations of the "Bond Buyer" under the Bond Purchase Agreement, arising from and after the Effective Date hereof.

4. Recording and Filing. The Assignee, at its cost, shall file this Assignment and file an amendment to the Fixture Filing (showing that the Assignee has become the secured party) with the Clerk of Superior Court of Clayton County so that this Assignment and the Fixture Filing may be recorded in the Records. The Assignee shall have the sole responsibility for filing any necessary continuation statements.

5. Issuance and Registration of Bond. The Assignor shall surrender the original of the Bond to the registrar for registration of transfer and shall cause a replacement Bond to be issued and registered in the name of the Assignee on the Effective Date. The Assignor represents and warrants to the Issuer and the Assignee that (i) the schedule of advances and payments attached to the Bond, which is to be attached to the new Bond, is correct and complete, (ii) the amount advanced under the Bond represents the full amount of the aggregate costs and expenses paid or incurred in connection with and permitted by the Act to be paid or reimbursed from Bond proceeds, and (iii) the aggregate amount advanced under the Bond is \$20,000,000.00. The Assignee acknowledges and agrees that additional advances can no longer be made under the Bond.

6. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute the same agreement.

7. Transfer Instructions; Costs. The Assignor hereby acknowledges that it has sole responsibility to (i) provide the transfer instructions required by Section 10 of the Bond Purchase Agreement and (ii) pay any and all expenses incurred by the Issuer, including fees and expenses of the Issuer's Counsel and Bond Counsel, and any stamp tax or governmental charge payable in connection with the assignment of the Lease, the Bond and the Bond Documents and the issuance of a replacement Bond.

8. Miscellaneous. This Assignment and the obligations of the Assignor and the Assignee hereunder shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors, assigns, heirs, executors, administrators and personal representatives and shall be governed by and construed in accordance with the laws of the State of Georgia and may not be modified or amended in any manner other than by a written agreement signed and acknowledged, as applicable, by all parties hereto.

9. Recitals. The recitals at the beginning of this Assignment are part hereof and are hereby incorporated herein by reference.

10. Survival. All indemnities shall survive all events contemplated in this Assignment or the Bond Documents. No indemnitee is indemnified against its own gross negligence or willful misconduct.

11. Unassigned Rights. Nothing contained herein shall adversely affect any Unassigned Rights of the Issuer, any provision hereof to the contrary notwithstanding. The Issuer shall be a beneficiary of and shall be entitled to directly enforce all agreements in its favor contained herein.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned acting by and through their duly authorized officers have caused this instrument to be executed under seal as of the first date written above.

Signed and sealed in the presence of:

ASSIGNOR:

GILLEM LOGISTICS CENTER
BUILDING 1200, LLC,
a Georgia limited liability company

Heather L. Walters
Unofficial Witness

By: Gillem Logistics Center Building 1200
Member, LLC,
a Georgia limited liability company,
its Sole Member

Deborah Payne Wannemacher
Notary Public

My Commission Expires: May 28, 2024

[Signature]
By: David L. Welch, CEO/President



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[Signature Page to the Assignment of Bond, Lease and Other Bond Documents]

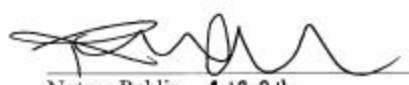
Signed and sealed in the presence of:

ASSIGNEE:

DPIF4 GA 7 GLC I, LLC,
a Delaware limited liability company



Unofficial Witness

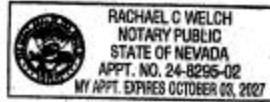


Notary Public 3.13.24

By:  (SEAL)
Name: C. Douglas Lanning
Title: Chief Financial Officer

My Commission Expires: Oct. 3, 2027

[NOTARIAL SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[Signature Page to the Assignment of Bond, Lease and Other Bond Documents]

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 206 of the 12th Land District, City of Forest Park, Clayton County, Georgia, said tract or parcel of land being more fully shown and designated as Tract A on a plat of survey prepared by Valentino & Associates, Inc. (Job #15-074; Drawing/File #15-074), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at a concrete monument found at the common corner of Land Lots 209, 210, 239 and 240;

THENCE South 49 degrees 02 minutes 55 seconds East for a distance of 5810.01 feet to a 1/2" iron pin set on the southeasterly right-of-way line of Hood Avenue (a.k.a. Anvil Block Road, 110' r/w and varies, Private Road), said 1/2" iron pin set being the POINT OF BEGINNING;

THENCE departing said southeasterly right-of-way line of Hood Avenue North 90 degrees 00 minutes 00 seconds East for a distance of 293.65 feet to a 1/2" iron pin set;

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THENCE along a curve to the left having a radius of 283.85 feet for an arc distance of 97.24 feet (said arc being subtended by a chord of South 69 degrees 28 minutes 36 seconds East for a distance of 96.77 feet) to a computed point;

THENCE South 38 degrees 42 minutes 57 seconds East for a distance of 23.28 feet to a computed point;

THENCE along a curve to the left having a radius of 101.93 feet for an arc distance of 33.24 feet (said arc being subtended by a chord of South 27 degrees 51 minutes 47 seconds East for a distance of 33.09 feet) to a computed point;

THENCE along a curve to the left having a radius of 322.76 feet for an arc distance of 53.27 feet (said arc being subtended by a chord of South 48 degrees 02 minutes 54 seconds East for a distance of 53.21 feet) to a computed point;

THENCE South 32 degrees 53 minutes 08 seconds East for a distance of 20.38 feet to a computed point;

THENCE South 27 degrees 42 minutes 30 seconds East for a distance of 77.12 feet to a 1/2" iron pin set;

THENCE South 03 degrees 10 minutes 53 seconds East for a distance of 43.73 feet to a 1/2" iron pin set;

THENCE South 03 degrees 10 minutes 53 seconds East for a distance of 1102.61 feet to a 1/2" iron pin set;

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THENCE North 78 degrees 24 minutes 57 seconds West for a distance of 273.62 feet to a 1/2" iron pin set on the aforesaid southeasterly right-of-way line of Hood Avenue;

THENCE proceeding along said right-of-way line of Hood Avenue the following courses and distances: North 42 degrees 04 minutes 04 seconds West for a distance of 168.95 feet to a 1/2" iron pin set;

THENCE North 35 degrees 29 minutes 51 seconds East for a distance of 44.00 feet to a 1/2" iron pin set;

THENCE North 05 degrees 39 minutes 35 seconds East for a distance of 28.11 feet to a 1/2" iron pin set;

THENCE along a curve to the left having a radius of 1055.00 feet for an arc distance of 797.26 feet (said arc being subtended by a chord of North 11 degrees 19 minutes 43 seconds East for a distance of 778.43 feet) to a 1/2" iron pin set;

THENCE North 10 degrees 19 minutes 15 seconds West for a distance of 335.43 feet to a 1/2" iron pin set;

THENCE along a curve to the right having a radius of 455.03 feet for an arc distance of 290.85 feet (said arc being subtended by a chord of North 07 degrees 59 minutes 26 seconds East for a distance of 285.92 feet) to a 1/2" iron pin set, said 1/2" iron pin set being the POINT OF BEGINNING.

Said tract or parcel of land contains 29.504 acres or 1,285,179 square feet.

EXHIBIT B

BOND DOCUMENTS

The following documents dated as of December 1, 2021:

1. Bond Purchase Agreement between the DDA and Assignor
2. Lease Agreement between the DDA and Assignor
3. Memorandum of Lease Agreement between the DDA and Assignor
4. Assignment and Security Agreement between the DDA and Assignor
5. Intergovernmental Agreement between the City of Forest Park and the DDA
6. Economic Development Agreement between the DDA and Assignor
7. Specimen Bond
8. Validation Transcript, containing:
 - a. Petition and Complaint to which are attached:
 - b. Notice to District Attorney
 - c. Bond Resolution and Exhibits
 - d. Order and Notice to the Public
 - e. Answer
 - f. Answer, Verification and Acknowledgment of Service of Assignor
 - g. Acknowledgment of Service of District Attorney
 - h. Order and Final Judgment
 - i. Clerk's Certificate as to Validation Transcript
9. Investment Letter (Assignor to the DDA)
10. Initial Request for Advance and Requisition (Assignor)
11. Receipt for Initial Advance (Assignor)
12. Receipt for the Bond (Assignor)
13. Opinion of DDA's Counsel
14. Opinion of Assignor's Counsel
15. Approving Opinion of Bond Counsel