

**JOINDER TO FEE AND LEASEHOLD DEED TO SECURE DEBT, ASSIGNMENT OF
LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

Dated: December ____, 2024.

Reference is made to the Fee and Leasehold Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing to which this Joinder is attached (as amended, restated, assigned and/or supplemented from time to time, the “**Deed to Secure Debt**”), made as of the date hereof, by **DPIF4 GA 7 GLC I, LLC**, a Delaware limited liability company (the “**Borrower**”), having its principal place of business at 5500 Equity Avenue, Reno, Nevada 89502, in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, having an address at 2300 West Sahara Avenue, Suite 200, Las Vegas, Nevada 89102 (together with its successors and assigns, “**Lender**”). All capitalized but undefined terms used herein shall have the meaning ascribed to them in the Deed to Secure Debt.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, in order to secure the Debt (as defined in the Loan Agreement), the undersigned, **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK**, a downtown development authority and public body corporate and politic duly created by the Downtown Development Authorities Law, O.C.G.A. Section 36-42-1 (the “**Lessor**”), by executing and delivering this joinder to the Deed to Secure Debt (this “**Joinder**”), hereby joins in the Deed to Secure Debt and accordingly, does hereby grant, deed, bargain, sell, convey, transfer, assign, grant a security interest in, and pledge and set over unto Lender and the successors and assigns of Lender, **WITH POWER OF SALE** and with right of entry and possession, all right, title and interest that Lessor now has, or may later acquire, in and to the following property, excluding the Unassigned Rights of the Lessor (as defined in certain Lease Agreement dated as of March 17, 2022 by and between Lessor and its successors and assigns, as lessor, and Borrower, as successor in interest to Gillem Logistics Center Building 1200, LLC, a Georgia limited liability company, as tenant (the “**Authority Lease**”)) under the Authority Lease (all or any part of such property, or any interest in all or any part of it, as the context may require, the “**Fee Property**”):

(a) **Land**. The real property described in Exhibit A attached hereto and made a part hereof (the “**Land**”);

(b) **Additional Land**. All additional lands, estates and development rights hereafter acquired by Lessor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental deed to secure debt or otherwise be expressly made subject to the lien of the Deed to Secure Debt;

(c) **Improvements**. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (all hereinafter referred to collectively as the “**Improvements**”);

(d) **Easements**. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now

or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All “equipment,” as such term is defined in Article 9 of the Uniform Commercial Code (as defined in the Deed to Secure Debt), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land or is or will be located thereon or therein (including any Stored Materials [as defined in the Loan Agreement referenced in the Deed to Secure Debt]) wherever located, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Lessor which is used at or in connection with the Improvements or the Land or is or will be located thereon or therein, and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the “**Equipment**”);

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower’s or Lessor’s interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the “**Fixtures**”);

(g) Personal Property. All personal property of Borrower or Lessor relating to the Property which Borrower or Lessor now or hereafter owns or in which Borrower or Lessor now or hereafter acquires an interest or right, including without limitation, all furniture, furnishings, objects of art, machinery, goods, tools, supplies, and appliances, and, to the extent assignable, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, wherever located (including Stored Materials located off-site), including without limitation all such personal property which is used at or in connection with, or located

within or about, the Land and the Improvements, or used or which it is contemplated will be used at or in connection with the development or construction of the Improvements together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the “**Personal Property**”), and the right, title and interest of Borrower or Lessor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state, states, commonwealth or commonwealths where any of the Property is located (as amended from time to time, the “**Uniform Commercial Code**”), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(h) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the “**Bankruptcy Code**”) (collectively, the “**Leases**”) and all right, title and interest of Borrower or Lessor, its successors and assigns therein and thereunder, including all cash, letters of credit or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or Lessor or their agents or employees from any and all sources arising from or attributable to the Property, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower or Lessor or Property Manager (as defined in the Loan Agreement referenced in the Deed to Secure Debt) and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the “**Rents**”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Obligations (as hereinafter defined);

(i) Condemnation Awards. All awards or payments (including any administrative fees or attorneys’ fees), including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. All proceeds (including any administrative fees or attorneys’ fees) in respect of the Property under any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements

made in lieu thereof, for damage to the Property, but excluding insurance proceeds providing coverage for Lessor for third-party liability claims, as set forth in the Authority Lease (the “**Lessor Insurance Proceeds**”);

(k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Rights. The right, in the name and on behalf of Borrower and Lessor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Bank in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications, warranties and other documents (all to the extent assignable), now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower or Lessor therein and thereunder, including the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower or Lessor thereunder;

(n) Trademarks. To the extent assignable, all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Accounts. All reserves, escrows and deposit accounts maintained by Borrower or Lessor with respect to the Property, including all accounts established or maintained pursuant to the Loan Documents; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds (but excluding the Lessor Insurance Proceeds), products, distributions or dividends or substitutions thereon and thereof;

(p) Other Revenues and Receipts. All revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of Property or rendering of services by Borrower or Lessor or any operator or manager of the Property or acquired from others (including, without limitation from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales, and proceeds, if any, from business interruption or other loss of income insurance;

(q) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards (but excluding the Lessor Insurance Proceeds), whether cash, liquidation or other claims or otherwise;

(r) Other Rights. Any and all other rights of Lessor in and to the items set forth in Subsections (a) through (q) above.

AND without limiting any of the other provisions of this Joinder, to the extent permitted by applicable law, Lessor expressly grants to Bank, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures are collectively referred to as the “**Real Property**”) appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, will for the purposes of this Security Instrument be deemed conclusively to be real estate and conveyed hereby.

Lessor acknowledges and agrees that, upon the occurrence and during the continuance of an Event of Default by Borrower under the Deed to Secure Debt, Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and/or Lessor in and to the Fee Property, to the fullest extent under the terms of the Deed to Secure Debt (which, without limiting the generality of the foregoing, may include, at the election of Lender, foreclosing upon the Lessor’s fee simple and other interests in the Fee Property in accordance with the terms and provisions of the Deed to Secure Debt). Except as otherwise provided by this Joinder, Lessor’s fee simple and other interests in the Fee Property shall be subject to the Deed to Secure Debt.

Lessor hereby acknowledges and agrees that the Deed to Secure Debt is a “Superior Encumbrance” as defined by the Authority Lease, and the Lender is a “Leasehold Mortgagee” as defined by the Authority Lease. Accordingly, Lender is and shall be entitled to all rights of a Leasehold Mortgagee or a holder of a Superior Encumbrance under the Authority Lease. Notices to Lender in its capacity as Leasehold Mortgagee shall be sent to Lender at the address for notices to Lender set forth in the Deed to Secure Debt, or to such other address that Lender may provide to Lessor in writing from time to time.

Lessor hereby covenants and agrees that its interest in and rights under the Authority Lease (excluding the Unassigned Rights of the Lessor under the Authority Lease) and its ownership interest in the Fee Property are and shall be subject to, subordinate and inferior to the obligations of Borrower to Lender under the Loan Documents and to the lien of the Deed to Secure Debt and to all renewals, extensions, modifications, consolidations, replacements and refinancings thereof, and to all advances made or hereafter to be made under the Loan Documents.

Notwithstanding anything contained in this Joinder, the Deed to Secure Debt or any of the other Loan Documents to the contrary, Lender agrees that insofar as Lessor is concerned, Lender shall look solely to the Lessor’s interest in the Fee Property and under the Authority Lease with respect to Lessor’s obligations hereunder and under the Deed to Secure Debt, and no recourse or assertion of personal liability shall be had for the payment of the principal of, and interest on, the Indebtedness or for any claim based thereon or otherwise in respect thereof or based on or in respect of this Joinder, the Deed to Secure Debt or any of the other Loan Documents, against Lessor or any director, officer, member, agent or employee of Lessor.

Lessor agrees to execute and deliver any deed, conveyance, or further instrument of any nature reasonably requested by Lender to subject Lessor's fee simple title and other interests in and to the Fee Property to the lien of the Deed to Secure Debt and/or to more fully and certainly vest in and confirm to Lender the rights contemplated herein.

The Joinder is being executed by the Lessor solely for the purpose of consenting to the Deed to Secure Debt and subjecting its fee interests in the Fee Property, including but not limited to, any rights and development rights thereto, to the lien of the Deed to Secure Debt.

With respect to the Lessor, it is agreed that the Lessor, its officers, members, employees, agents and directors shall have no personal liability hereunder, nor in their capacity as officers, members, employees, agents and directors. The Lessor has executed the Joinder to subject its interest in the Fee Property, including any applicable air and development rights, to the lien of the Deed to Secure Debt; however, the Lender shall have no recourse to the Lessor other than to the Fee Property. No provision, covenant or agreement contained in the Deed to Secure Debt or any obligations herein imposed upon the Lessor or the breach thereof, shall constitute or give rise to or impose upon the Lessor a pecuniary liability or a charge upon its general credit. In executing the Deed to Secure Debt, the Lessor has not obligated itself except with respect to the Fee Property, including air and development rights. All agreements, promises, covenants, stipulations and obligations of the Lessor shall be deemed to be agreements, promises, covenants, stipulations and obligations of the Lessor and not of any member, director, officer, employee or agent of the Lessor in his individual capacity, and no recourse shall be had for the payment of the principal or any debt or interest secured by the Deed to Secure Debt or for any claim based thereon or hereunder against any member, director, officer, employee or agent of the Lessor or any natural person executing the Deed to Secure Debt. No agreement herein contained shall be deemed to constitute a debt of the State of Georgia or of Clayton County, Georgia and neither the State of Georgia nor Clayton County, Georgia shall be liable for any agreement herein contained, nor shall the obligations secured by the Deed to Secure Debt be payable out of any funds of the Lessor.

Lessor hereby represents and warrants that (i) it has the power to enter into the Joinder and to create, pledge and grant the mortgage, pledge, assignment and security interest in the Fee Property as provided herein; (ii) it has the power to own its property and assets; (iii) it has duly authorized the execution of the Joinder by proper corporate action and that neither the Joinder, the authorization, execution and/or delivery hereof or the performance hereof or the consummation of the transactions contemplated hereby will violate any provision of applicable law, any order of any court or Governmental Authority or any agreement, indenture or other instrument to which the Lessor is a party or by or to which the Lessor or any of its property or assets are bound or conflict with or result in any breach or default under or with respect to any agreement, indenture or other instrument to which the Lessor is a party, any of the organizational documents of the Lessor or any other requirement of applicable law; (iv) the obligations hereunder constitute the legal, valid and binding agreement and obligations of the Lessor, enforceable against the Lessor in accordance with its terms, except as such enforceability might be limited by bankruptcy, moratorium or insolvency or other applicable laws affecting creditors' rights generally or general principles of equity; (v) to the Lessor's knowledge, the Authority Lease is in full force and effect and constitutes the legal, valid and binding agreement and obligations of the Lessor, enforceable against the Lessor in accordance with its terms; and (vi) Borrower is the lessee under the Authority Lease and, to the Lessor's knowledge, is not in default under the Authority Lease.

The Lessor hereby agrees that the Authority Lease (except for the Unassigned Rights of the Lessor in the Authority Lease) shall be, in all respects, subordinate to the Deed to Secure Debt.

With respect to the Lessor, all covenants, stipulations, promises, agreements, and obligations contained herein made by the Lessor shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Lessor and not of any member, director, officer, agent, servant, or employee of the Lessor in his or her individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in the Deed to Secure Debt or otherwise based on or in respect of the Deed to Secure Debt, or for any claim based thereon or otherwise in respect of the Deed to Secure Debt, shall be had against any past, present or future director, member, officer, agent (other than Borrower), servant or employee, as such, of the Lessor or any person executing the Joinder on behalf of the Lessor, either directly or indirectly. It is expressly understood that obligations hereunder with respect to the Lessor are corporate obligations, and that no such personal liability whatever shall attach to, is or shall be incurred by, any such director, member, officer, agent (other than Borrower), servant or employee of the Lessor under or be reason of the obligations, covenants or agreement contained in the Deed to Secure Debt or implied therefrom. Any and all such personal liability of, and any and all rights and claims against, every director, member, officer, agent (other than Borrower), servant or employee of the Lessor under or by reason of the obligations, covenants, or agreements contained in the Deed to Secure Debt or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of the Joinder. The obligations and agreements of the Lessor contained herein shall not constitute or give rise to any obligation of the State of Georgia or Clayton County, Georgia, and neither the State of Georgia or Clayton County, Georgia shall be liable thereon. Furthermore, such obligations and agreements shall not constitute or give rise to a general obligation of the Lessor, but rather shall constitute limited obligations of the Lessor payable solely from the revenues of the Lessor derived and to be derived from the Deed to Secure Debt, the Authority Lease, and the Fee Property generally, and/or the sale or other disposition of the Fee Property.

The general credit of the Lessor is not obligated or available for the payment of the Deed to Secure Debt. The Lender will not look to the Lessor or any officer, member, employee, agent or director of the Lessor with respect to the Indebtedness evidenced by the Deed to Secure Debt or any covenant, stipulation, promise, agreement or obligation contained herein. In enforcing its rights and remedies under the Deed to Secure Debt, the Lender will look solely to the Deed to Secure Debt, the Fee Property, and Borrower for the payment of the Indebtedness secured by the Deed to Secure Debt and for the performance of the provisions hereof. The Lender will not seek a deficiency or other money judgment against the Lessor or any officer, member, employee, agent or director of the Lessor and will not institute any separate action against the Lessor by reason of any default that may occur in the performance of any of the terms and conditions of the Deed to Secure Debt or the Loan Documents. With respect to the Lessor, it is expressly understood and agreed that, absent criminal behavior, the sole remedies of the Lender (and any successor, assign or receiver thereof) against the Lessor in connection with the Loan, any Loan Document, the Authority Lease, and the Fee Property, including, without limitation, the breach of any representation and warranty made by the Lessor in the Deed to Secure Debt, shall be (i) an action or actions to foreclose the Deed to Secure Debt as set forth herein, (ii) to bring an action to have a receiver appointed for the Fee Property in accordance with the terms hereof, and (iii) to bring an action or actions (A) for specific performance by the Lessor of its obligations, and/or (B) to enjoin the Lessor from taking any action which would violate its obligations, in each case, under the Deed

to Secure Debt and/or the Authority Lease (to the extent that the Lender is a third-party beneficiary of certain rights and benefits under the Authority Lease), it being expressly agreed that the Lender (and any successor, assign or receiver thereof) shall have no right to bring any action whatsoever against the Lessor.

Without limiting the generality of the foregoing, Lessor hereby consents to any amendments by Borrower and Lender to the Deed to Secure Debt or any other Loan Documents (other than this Joinder) and agrees that any such amendment may be effectuated without notice or consent from Lessor, and that the provisions of the Deed to Secure Debt and this Joinder shall extend and be applicable to all such amendments and modifications.

The Lessor hereby acknowledges and agrees that Lender has the right under the Deed to Secure Debt, at Lender's option in and in Lender's sole discretion, to foreclose Borrower's leasehold interest in the Fee Property without foreclosing the Lessor's fee interest in the Fee Property, and that thereupon any such foreclosure by Lender of Borrower's leasehold interest in the Fee Property, the Authority Lease shall remain in full force and effect.

Subject to the provisions set forth above in this Joinder, the Lessor agrees that all rights and remedies available to Lender upon the occurrence of an Event of Default and all other provisions of the Deed to Secure Debt are incorporated into this Joinder by reference to the same extent as if such provisions were fully stated herein.

BY EXECUTION OF THIS JOINDER, THE LESSOR EXPRESSLY: (A) ACKNOWLEDGES THE RIGHT OF LENDER TO ACCELERATE THE INDEBTEDNESS AND THE POWER OF ATTORNEY GIVEN TO LENDER TO SELL THE FEE PROPERTY BY NONJUDICIAL FORECLOSURE UPON AN EVENT OF DEFAULT BY BORROWER UNDER THE DEED TO SECURE DEBT WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE EXCEPT AS REQUIRED IN THE LOAN AGREEMENT OR BY APPLICABLE LAW (TO THE EXTENT SUCH REQUIREMENT OF APPLICABLE LAW MAY NOT BE WAIVED BY BORROWER), PROVIDED IF LENDER OR ANY DESIGNEE OR ASSIGNEE OF LENDER OR OTHER FORECLOSURE PURCHASER (A “**SUCCESSOR LESSEE**”) SUCCEEDS TO BORROWER'S INTEREST AS LESSEE UNDER THE AUTHORITY LEASE BY NONJUDICIAL OR JUDICIAL FORECLOSURE OR ASSIGNMENT IN LIEU THEREOF, SUCH SUCCESSOR LESSEE SHALL PROVIDE PROMPT WRITTEN NOTICE OF SUCH SUCCESSION TO THE LESSOR; (B) TO THE EXTENT ALLOWED BY APPLICABLE LAW, WAIVES ANY AND ALL RIGHT WHICH THE LESSOR MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER; (C) ACKNOWLEDGES THAT THE LESSOR HAS READ EACH OF THE DEED TO SECURE DEBT AND THIS JOINDER AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO THE LESSOR AND THE LESSOR HAS CONSULTED WITH LEGAL COUNSEL OF THE LESSOR'S CHOICE PRIOR TO EXECUTING THIS INSTRUMENT; AND (D) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF THE LESSOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY THE LESSOR AS PART OF THE BARGAINED FOR LOAN TRANSACTION.

In the event of a default by Borrower in the performance of its obligations under the Authority Lease, Lessor will give notice of such default to Lender and will afford Lender a reasonable opportunity to cure such default (but in no event less than thirty (30) days following Lender's receipt of notice of such default) prior to exercising any right or remedy for default. Upon notice from Lender of its intent to cure such default, Lessor agrees to permit Lender an additional twenty (20) days beyond the cure periods set forth in the Authority Lease to cure any such default; it being understood that Lender shall not be under any obligation to cure any default by Borrower under the Authority Lease. Without limitation of the foregoing, in the event such default is of the kind or nature that it can only be cured by Lender if Lender has possession of the Leasehold Estate and Lender notifies Lessor in writing of its intention to foreclose the Deed to Secure Debt or otherwise obtain possession of the Leasehold Estate in order to cure such default, Lessor shall not terminate the Authority Lease and shall permit Lender a sufficient period of time as may be necessary for Lender to diligently foreclose upon, or acquire Borrower's interest under the Authority Lease, and to cure such default. Further, in the event that Lender is prohibited from commencing or prosecuting foreclosure of the Deed to Secure Debt by any court order or by reason of any bankruptcy or insolvency proceedings involving Borrower, Lender's period for curing any default shall be extended until Lender shall be permitted by law to commence or prosecute a foreclosure and thereafter Lender shall have a sufficient period of time as may be necessary for Lender to diligently foreclose upon or acquire Borrower's interest under the Authority Lease and to cure such default prior to any termination of the Authority Lease by Lessor. Notwithstanding anything to the contrary in the Authority Lease, if Lender cures a default in accordance with the provisions of this subsection, Lessor shall accept cure by Lender as if such cure was performed by Lender within the cure periods provided by the Authority Lease. Further notwithstanding anything to the contrary in the Authority Lease, in the event such default is of the kind or nature that cannot be cured by Lender, with or without possession of the Leasehold Estate, then Lessor shall not terminate the Authority Lease as a result of such default.

With respect to the Authority Lease, Lessor certifies as follows:

1. The Authority Lease has not been modified, amended or supplemented, and, to Lessor's knowledge, the interest of Borrower has not been assigned, encumbered or otherwise transferred. A true, correct and complete copy of the Authority Lease is attached hereto as **Exhibit A** hereto.
2. The Authority Lease is in full force and effect and, to Lessor's knowledge, free from any default by either party. Furthermore, to Lessor's knowledge, no events have occurred and no circumstances exist which, upon the giving of notice or the passage of time, or both, would constitute a default by either party under the Authority Lease.
3. The Authority Lease is effective as of December 21, 2021, and expires at 11:59 p.m., Georgia, time on December 1, 2033, unless renewed, extended or terminated in accordance with any renewal, extension or termination provisions of the Authority Lease.
4. Lessor acknowledges that it has been informed by Borrower that the Economic Development Goals (as defined in the Authority Lease) constitute good faith, reasonable expectations for the prospects of the Fee Property.

5. The rent due under the Authority Lease is a sum equal to the amount payable as debt service on the Development Authority of Forrest Park Taxable Revenue Bonds (Gillem Logistics Center Building 1200, LLC Project), Series 2021 Bonds (the "Bonds"), issued in the maximum principal amount of \$20,000,000, a copy of the only bond of such series outstanding at this time, Bond No. R-2 is attached hereto as Exhibit B (the "Numbered Bond") and is due on each date on which the debt service on the Bonds is due. So long as the same party is the tenant under the Authority Lease and the holder of the Bonds, the payment of debt service on the Bonds shall be deemed to have been constructively made when due.

6. To Lessor's knowledge, there are no actions, whether voluntary or otherwise, pending against Borrower under the bankruptcy, debtor reorganization, moratorium or similar laws of the United States, any state thereof or any other jurisdiction.

7. As provided in the Authority Lease, Borrower has an option to purchase the Premises - which option is assignable by Borrower as part of Borrower's right, title and interest in the Premises under the Authority Lease.

8. Lessor acknowledges that U.S. Bank National Association and its respective affiliates, successors and assigns will be relying on this estoppel in connection with the contemplated financing of the Premises. Any capitalized terms used but not defined in this certificate will have the meanings given to them in the Authority Lease.

This Joinder and the Deed to Secure Debt shall be interpreted as one single instrument.

[signatures follow on subsequent page]

IN WITNESS WHEREOF, Lessor has executed this Joinder under seal, as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

LESSOR:

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

Unofficial Witness

By: _____ [SEAL]

Notary Public

Name: _____

Title: Chair

My Commission Expires:

Attest: _____

Name: _____

Title: Secretary

[AFFIX NOTARIAL SEAL OR STAMP]

[SEAL]

Exhibit A

FEE PREMISES

That certain real property located in Clayton County, Georgia, and more particularly described as follows:

PARCEL 1:

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 INCH IRON PIN SET ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HOOD AVENUE (A.K.A. ANVIL BLOCK ROAD, 110 FOOT RIGHT OF WAY AND VARIES, PRIVATE ROAD), SAID 1/2 INCH 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 INCH IRON PIN SET;

THENCE SOUTH 61 DEGREES 41 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 355.08 FEET TO A 1/2 INCH 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 INCH IRON PIN SET;

THENCE SOUTH 03 DEGREES 10 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 43.73 FEET TO A 1/2 INCH IRON PIN SET;

THENCE SOUTH 03 DEGREES 10 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 1102.61 FEET TO A 1/2 INCH IRON PIN SET;

THENCE SOUTH 80 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 665.03 FEET TO A 1/2 INCH IRON PIN SET;
THENCE NORTH 78 DEGREES 24 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 273.62 FEET TO A 1/2 INCH 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 INCH IRON PIN SET;
THENCE NORTH 35 DEGREES 29 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 44.00 FEET TO A 1/2 INCH IRON PIN SET;
THENCE NORTH 05 DEGREES 39 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 28.11 FEET TO A 1/2 INCH 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 INCH IRON PIN SET;
THENCE NORTH 10 DEGREES 19 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 335.43 FEET TO A 1/2 INCH 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 INCH IRON PIN SET, SAID 1/2 INCH IRON PIN SET BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 29.504 ACRES OR 1,285,179 SQUARE FEET.

PARCEL 2:

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 B 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 INCH IRON PIN SET ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HOOD AVENUE (A.K.A. ANVIL BLOCK ROAD, 110 FOOT RIGHT OF WAY AND VARIES, PRIVATE ROAD);
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 INCH IRON PIN SET;
THENCE SOUTH 61 DEGREES 41 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 355.08 FEET TO A 1/2 INCH 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 INCH IRON PIN SET;
THENCE SOUTH 03 DEGREES 10 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 43.73 FEET TO A 1/2 INCH IRON PIN SET, SAID 1/2 INCH IRON PIN SET BEING THE POINT OF BEGINNING;
THENCE SOUTH 50 DEGREES 41 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 65.00 FEET TO A COMPUTED POINT;
THENCE SOUTH 41 DEGREES 02 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 44.68 FEET TO A COMPUTED POINT;
THENCE SOUTH 42 DEGREES 09 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 35.58 FEET TO A COMPUTED POINT;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 207.75 FEET FOR AN ARC DISTANCE OF 49.84 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 22 DEGREES 00 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 49.72 FEET) TO A COMPUTED POINT;
THENCE SOUTH 29 DEGREES 44 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 29.32 FEET TO A COMPUTED POINT;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 122.75 FEET FOR AN ARC DISTANCE OF 63.93 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 43 DEGREES 10 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 63.21 FEET) TO A COMPUTED POINT;
THENCE SOUTH 63 DEGREES 56 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 13.20 FEET TO A COMPUTED POINT;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.22 FEET FOR AN ARC DISTANCE OF 80.01 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 33 DEGREES 37 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 78.65 FEET) TO A COMPUTED POINT;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 87.02 FEET FOR AN ARC DISTANCE OF 57.67 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 70 DEGREES 54 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 56.62 FEET) TO A COMPUTED POINT;
THENCE SOUTH 56 DEGREES 47 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 4.42 FEET TO A COMPUTED POINT;
THENCE SOUTH 03 DEGREES 11 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 233.38 FEET TO A COMPUTED POINT;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 368.86 FEET FOR AN ARC DISTANCE OF 37.46 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 50 DEGREES 51 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 37.44 FEET) TO A COMPUTED POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 92.70 FEET FOR AN ARC DISTANCE OF 65.67 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 27 DEGREES 20 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 64.30 FEET) TO A COMPUTED POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 203.18 FEET FOR AN ARC DISTANCE OF 47.31 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 00 DEGREES 40 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 47.20 FEET) TO A COMPUTED POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 144.40 FEET FOR AN ARC DISTANCE OF 99.69 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 28 DEGREES 12 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 97.72 FEET) TO A COMPUTED POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 391.74 FEET FOR AN ARC DISTANCE OF 32.35 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 50 DEGREES 21 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 32.34 FEET) TO A 1/2 INCH IRON PIN SET;

THENCE SOUTH 03 DEGREES 11 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 278.74 FEET TO A 1/2 INCH IRON PIN SET;

THENCE SOUTH 80 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 276.43 FEET TO A 1/2 INCH IRON PIN SET;

THENCE NORTH 03 DEGREES 10 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 1102.61 FEET TO A 1/2 INCH IRON PIN SET, SAID 1/2 INCH IRON PIN SET BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 5.488 ACRES OR 239,048 SQUARE FEET.

PARCEL 3:

EASEMENTS INCLUDING INGRESS AND EGRESS OVER ANVIL BLOCK ROAD, AS CONTAINED IN THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR GILLEM LOGISTICS CENTER BY URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK, GEORGIA, A PUBLIC BODY CORPORATE AND POLITIC CREATED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA, DATED JUNE 11, 2014, FILED FOR RECORD JUNE 12, 2014, AND RECORDED IN DEED BOOK 10541, PAGE 591, AFORESAID RECORDS; AS AFFECTED BY THAT CERTAIN AGREEMENT BY AND AMONG URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK, A GEORGIA PUBLIC BODY CORPORATE AND POLITIC, THE KROGER CO., AN OHIO CORPORATION AND HOOD-CLAYTON LOGISTICS LLC, A GEORGIA LIMITED LIABILITY COMPANY, FILED JUNE 12, 2014, AND RECORDED IN DEED BOOK 10541, PAGE 683, AFORESAID RECORDS; AS FURTHER AFFECTED BY THAT CERTAIN WITHDRAWAL OF PROPERTY FROM MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR GILLEM LOGISTIC CENTER BY URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK, D/B/A FOREST PARK/FORT GILLEM IMPLEMENTATION LOCAL DEVELOPMENT AUTHORITY, A GEORGIA PUBLIC BODY CORPORATE AND POLITIC, DATED MARCH 9, 2016, FILED MARCH 15, 2016, AND RECORDED IN DEED BOOK 10858, PAGE 628, AFORESAID RECORDS; AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENT FOR GILLEM LOGISTIC CENTER, DATED OCTOBER 30, 2017, FILED NOVEMBER 2, 2017, AND RECORDED IN DEED BOOK 11192, PAGE 468, AFORESAID RECORDS; AS AMENDED AND RESTATED BY THAT CERTAIN AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENT FOR GILLEM LOGISTIC CENTER, FILED SEPTEMBER 6, 2018, AND RECORDED IN DEED BOOK 11371, PAGE 384, AFORESAID RECORDS; AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENT FOR GILLEM LOGISTIC CENTER, FILED SEPTEMBER 6, 2018, AND RECORDED IN DEED BOOK 11371, PAGE 394, AFORESAID RECORDS; AS FURTHER AFFECTED BY THAT CERTAIN RECORDING AFFIDAVIT BY RYAN J. METZLER, ESQ., DATED NOVEMBER 16, 2018, FILED NOVEMBER 27, 2018, AND RECORDED IN DEED BOOK 11426, PAGE 17, AFORESAID RECORDS; AS FURTHER AFFECTED BY THAT CERTAIN RECORDING AFFIDAVIT BY ROBERT WHITNEY, DATED JANUARY 23, 2019, FILED JANUARY 28, 2019, AND RECORDED IN DEED BOOK 11462, PAGE 321, AFORESAID RECORDS; AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENT FOR GILLEM LOGISTIC CENTER BY URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK, GEORGIA, A PUBLIC BODY CORPORATE AND POLITIC CREATED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA, DATED OCTOBER 30, 2019, FILED NOVEMBER 4, 2019, AND RECORDED IN DEED BOOK 11695, PAGE 234, AFORESAID RECORDS; AND AS FURTHER AFFECTED BY THAT CERTAIN RECORDING AFFIDAVIT BY RYAN J. METZLER, ESQ., FILED NOVEMBER 27, 2018, AND RECORDED IN DEED BOOK 12249, PAGE 270, AFORESAID RECORDS, AS FURTHER AFFECTED BY THAT CERTAIN RECORDING AFFIDAVIT, FILED FOR RECORD JUNE 26, 2023 AND RECORDED IN DEED BOOK 13512, PAGE 649, AFORESAID RECORDS; AND AS FURTHER AFFECTED BY THAT CERTAIN RECORDING AFFIDAVIT, FILED FOR RECORD JUNE 26, 2023 AND RECORDED IN DEED BOOK 13512, PAGE 656, AND AS FURTHER AFFECTED BY THAT CERTAIN SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOR GILLEM LOGISTICS CENTER, FILED FOR RECORD JANUARY 10, 2024 AND RECORDED IN DEED BOOK 13647, PAGE 109, AND RECORDING AFFIDAVIT, FILED FOR RECORD JANUARY 11, 2024 AND RECORDED IN DEED BOOK 13648, PAGE 210, AND RECORDING AFFIDAVIT, FILED FOR RECORD JANUARY 11, 2024 AND RECORDED IN DEED BOOK 13648, PAGE 218, AND RECORDING AFFIDAVIT, FILED FOR RECORD JANUARY 11, 2024 AND RECORDED IN DEED BOOK 13648, PAGE 227, AFORESAID RECORDS.

PARCEL 4:

SANITARY SEWER EASEMENT CONTAINED IN THAT SANITARY SEWER EASEMENT AGREEMENT, BY AND BETWEEN URBAN DEVELOPMENT AGENCY OF THE CITY OF FOREST PARK D/B/A FOREST PARK/FORT GILLEM IMPLEMENTATION LOCAL REDEVELOPMENT AUTHORITY AND CLAYTON COUNTY WATER AUTHORITY, DATED APRIL 4, 2023, FILED FOR RECORD JUNE 27, 2023, AND RECORDED IN DEED BOOK 13513, PAGE 550, AFORESAID RECORDS.