

CONSTRUCTION MANAGEMENT AGREEMENT

THIS CONSTRUCTION MANAGEMENT AGREEMENT (this “**Agreement**”) is made as of March ____, 2022 by and between the **URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK D/B/A FOREST PARK/FORT GILLEM IMPLEMENTATION LOCAL REDEVELOPMENT AUTHORITY**, a redevelopment authority formed pursuant to the Georgia Urban Redevelopment Law and the ordinances of the City of Forest Park, Georgia (the “**URA**”), and **WEEKS ROBINSON DEVELOPMENT & MANAGEMENT, LLC**, a Georgia limited liability company, d/b/a **ROBINSON WEEKS PARTNERS** (“**Construction Manager**”).

RECITALS

WHEREAS, the URA is responsible for the redevelopment of the former Fort Gillem U.S. Army Base in Forest Park, Georgia, now known as “Gillem Logistics Center”, and owns a certain portion of the Gillem Logistics Center more particularly described in Exhibit A attached hereto and incorporated hereby (the “**Property**”);

WHEREAS, on May 5, 2020, the Atlanta Regional Commission (“**ARC**”) determined that the Property is a Development of Regional Impact (a “**DRI**”) and required certain improvements to lessen its impact on the surrounding communities; and

WHEREAS, the URA desires to retain Construction Manager to assist with managing and coordinating the construction of the DRI improvements as described below.

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00) paid in hand, each to the other, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the URA and Construction Manager hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Specific Terms. In addition to the terms defined elsewhere in this Agreement, the following terms, when used herein, shall have the definitions set forth below:

“**Affiliate**” shall mean, with respect to an Entity, any other Entity, which directly or indirectly controls, through one or more intermediaries, is controlled by, or is under common control with the Entity in question.

“**Approve**,” “**Approved**” or “**Approval**” or any variation thereof, shall mean an express approval in a written statement signed by the approving Entity. Any Party having the right to approve any matter hereunder shall exercise such right reasonably, promptly and in good faith for the purpose intended, unless this Agreement expressly gives the approving Entity the right to exercise its sole discretion, in which case the approving Entity may act in such sole discretion but shall still act promptly.

“**Approved Project Budget**” shall have the meaning set forth in Section 3.1.3.

“Architect” shall mean Winnie Gobel of Kimley Horn, the architect of the Project.

“Architect’s Agreement” shall mean the agreement by and between the URA and Architect, for architectural services for the Project.

“Construction Management Fee” shall have the meaning set forth in Section 7.1.

“Construction Manager Defaults” shall have the meaning set forth in Section 8.1.

“Construction Manager Representative” shall mean Kit Baker and Tim Staub, each of whom Construction Manager designates and appoints as the authorized representative of Construction Manager for all purposes under this Agreement, including, without limitation, granting consents or Approvals, making submittals, receiving or delivering notices, and for all other purposes under this Agreement. The Construction Manager Representative may be changed or other individuals may be added or changed from time to time in the sole discretion of Construction Manager by delivery of notice to the URA.

“Contractor(s)” shall mean the General Contractor and any other contractors, subcontractors and vendors the URA and/or Construction Manager may use for the construction of the Project.

“Contractor Agreements” shall mean that certain Standard Short Form of Agreement dated January 5, 2022 by and between the URA, as owner, and General Contractor, as contractor, and any other agreements to be executed between the URA and Contractors, providing for construction services for the Project.

“URA Representative” shall mean [] and [], who the URA hereby designates and appoints as the authorized representative of the URA for all purposes under this Agreement, including, without limitation, granting consents or Approvals, making submittals, receiving or delivering notices, and for all other purposes under this Agreement. The URA Representative may be changed or other individuals may be added or changed from time to time in the sole discretion of the URA by delivery of notice to Construction Manager.

“Drawings and Specifications” shall mean all blueprints, schematic renderings, architect’s drawings, specifications, written descriptions and similar items for the Project and all related drawings, plans and data (and all supplements and amendments authorized and Approved by the URA), and which relate to the design, construction, equipping and furnishing of the Project, all of which are to be prepared by Architect and will be subject to Approval by the URA.

“Engineer” shall mean the engineer(s) (if any) selected by the URA and/or Construction Manager, and Approved by the URA, to provide engineering services for the Project.

“Entity” shall mean a natural person, corporation, limited or general partnership, limited liability company, tenant-in-common, joint venture, association, business trust, and any other organization and any combination of them.

“Final Completion” shall mean after Construction Manager has determined that Final Project Completion has been achieved and Construction Manager has fulfilled all its obligations under this Agreement, including but not limited to its obligations under Section 3.1.25.

“Final Project Completion” shall mean such time after Substantial Completion as (i) all Punch List Items have been fully completed to the satisfaction of the URA; (ii) the final certificate of occupancy or completion and all final governmental permits have been issued for the Project; (iii) Contractor has confirmed in writing to the URA and Construction Manager that Contractor has not received any notice from any governmental authority of any claimed violations of any legal requirements relating to the Project; (iv) Contractor has delivered to the URA and Construction Manager all previously undelivered manufacturer and subcontractor guarantees and warranties; (v) Contractor has delivered to the URA and Construction Manager Contractor’s final contractor’s affidavit evidencing no outstanding monies due and all waivers and releases of lien complying with Georgia law to insure that no person or entity shall have any right to obtain a construction lien on the improvements on the Project as well as satisfactions of lien (or transfer to bond) for any claims of lien recorded on account of the work performed in connection with the Project, and such other affidavits, waivers and releases as the URA and Construction Manger may reasonably require in order to assure lien-free completion thereof; and (vi) Contractor has delivered to the URA and Construction Manager all shop drawings, revised plans, and final “as-built” drawings and surveys for the Project.

“General Contractor” shall mean R. J. Haney & Associates, Inc., the general contractor retained by the URA for the Project.

“Hard Costs” shall mean the aggregate amount of (i) the total project costs of the Project as reflected in the Approved Project Budget or contemplated by an approved change order, (ii) *less* any architectural fees or engineering fees due to the Architect or Engineer incurred by or on behalf of the URA in connection with the Project pursuant to and in accordance with the Architect’s Agreement or any Contractor Agreements, and (iii) *less* the Construction Management Fee.

“Laws” means any constitution, law, statute, code, ordinance, resolution, rule, regulation, judgment, writ, injunction, order, decree or demand of any governmental authority having jurisdiction over the Project.

“Other Contractors” shall collectively refer to contractors or other service providers under any Other Project Agreements, if any.

“Other Project Agreements” shall mean any agreements, other than the Construction Contract, if any, which the URA and/or Construction Manager may elect to enter into for the purpose of carrying out the Project.

“Project” shall mean the design and construction of the improvements listed on Exhibit B attached hereto and made a part hereof.

“Parties” shall mean the URA and Construction Manager.

“Project Budget” means a schedule of all costs and expenses (excluding architectural fees and telecommunications, security, furniture, trade fixtures and equipment costs), which

Construction Manager estimates will be incurred by or on behalf of the URA in connection with the Project and to be submitted by Construction Manager to the URA for review and Approval.

“**Project Construction Schedule**” shall mean a detailed schedule for the design, construction and installation of the Project prepared by Construction Manager, based on consultation with the Project Team, and more particularly described in Section 3.1.4 below.

“**Project Team**” shall mean Construction Manager, Architect, Contractor(s) and Engineer(s) (if any).

“**Punch List Items**” shall mean details of construction and mechanical adjustment related to the Project and identified as contemplated in Section 3.1.25 hereof, that, in the aggregate, are minor in character.

“**Reimbursable Expenses**” shall mean those costs and expense contemplated in Section 6.2 hereof incurred by Construction Manager for which it is entitled to reimbursement by the URA.

“**Substantial Completion**” shall mean that construction of the Project has been completed except for any outstanding Punch List Items.

ARTICLE 2. ENGAGEMENT AND TERM

2.1 **Appointment.** The URA hereby engages the services of Construction Manager, and Construction Manager hereby accepts the engagement, to assist the URA in planning, arranging, supervising, administering, directing, coordinating, managing and monitoring on behalf of and in conjunction with the URA, all design, development, construction and installation services for the Project, subject to and in accordance with the terms of this Agreement.

2.2 **Term.** The term (the “**Term**”) of this Agreement shall commence on the date of this Agreement and unless sooner terminated as provided herein, shall expire upon Final Completion.

2.3 **Nature of Relationship.** Construction Manager agrees to furnish its best skill and judgment, consistent with the standard of care that a prudent owner would exercise in his own affairs to the URA and to cooperate with the URA in the performance of this Agreement and to furnish efficient business administration and oversight of the Project.

2.4 **Status of Construction Manager.** In the performance of its duties and obligations under this Agreement, Construction Manager is, and shall at all times during the Term of this Agreement be, an independent contractor, and not an employee or agent of the URA.

2.5 **No Partnership or Joint Venture.** Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between the URA and Construction Manager.

ARTICLE 3.
DUTIES AND SERVICES OF CONSTRUCTION MANAGER AND THE URA

3.1 Duties and Services. Construction Manager shall perform the services and responsibilities expressly set forth in this Agreement, including the following:

3.1.1 Construction Manager shall assist and cooperate with the Project Team in the preparation and completion of Drawings and Specifications, feasibility studies, engineering studies and other matters related to the construction of the Project;

3.1.2 on an ongoing basis, Construction Manager shall prepare appropriate recommendations, if necessary, for the development, design, construction and installation of the Project;

3.1.3 prior to commencement of construction of the Project, Construction Manager shall also respond to the URA with regard to the URA's questions and comments concerning, and proposed revisions to, the proposed Project Budget. The URA shall retain final authority to Approve the proposed Project Budget and any supplements or amendments thereto. The Project Budget, as Approved by the URA, together with any supplements or modifications thereto, as Approved by the URA, is referred to herein as the "**Approved Project Budget**." Upon the URA's Approval of the Approved Project Budget, the Parties shall supplement this Agreement by attaching hereto a copy of the Approved Project Budget as Exhibit C;

3.1.4 attached hereto as Exhibit D-1, and incorporated herein by this reference, is the "**Initial Project Construction Schedule**". Once the necessary information is available from other members of the Project Team, Construction Manager shall assist in preparing and submitting to the URA for review, revision and Approval, a "**Final Project Construction Schedule**" setting forth construction start and completion dates along with details of major tasks included in the work. The URA will retain final authority to Approve the Initial Project Construction Schedule and any amendments thereto. Upon the URA's Approval thereof, the Parties shall supplement this Agreement by attaching hereto a copy of the Final Project Construction Schedule as Exhibit D-2, and such Final Project Construction Schedule shall be the "**Project Construction Schedule**" for all purposes of this Agreement;

3.1.5 prior to submission to the URA, Construction Manager shall monitor, review and make recommendations upon any and all progress payment applications made by Engineer(s), Contractor and, if applicable, Other Contractors, and any other party that may become involved in the development, design, construction and installation of the Project, and Construction Manager shall assist in establishing procedures to process and pay applications for payments which Architect, Engineer(s), Contractor or such Other Contractors may submit from time to time; provided, however, the URA shall in each instance be responsible for the direct payment of any and all amounts that may become due and payable to Architect, Engineer(s), Contractor or such Other Contractors from time to time;

3.1.6 Construction Manager shall assist in monitoring the performance of the Architect in connection with the Project and shall advise the URA whether the Architect's activities and services are or have been provided in substantial accordance with the terms of the

Drawings and Specifications, the Architect's Agreement, the Project Construction Schedule, and the Approved Project Budget;

3.1.7 Construction Manager shall inspect the Project on a reasonable basis and recommend to the URA, based upon Construction Manager's inspection or upon any recommendations received from the Architect, that the URA stop work or reject any work which fails to materially conform with the Drawings and Specifications. Construction Manager will assist in implementing and maintaining a daily diary which includes work performed, contractors present, accident and weather. Construction Manager may delegate its obligation to assist in this task to Contractor. Construction Manager shall have the right on an emergency basis to stop the work;

3.1.8 Construction Manager shall verify that the Architect is inspecting the Project as contemplated by the Architect's Agreement;

3.1.9 Construction Manager shall assist the URA in preparing and maintaining financial reports for the Project and maintain a complete set of working Drawings and Specifications and addenda and change orders thereto;

3.1.10 Construction Manager shall attend and advise in meetings with the Project Team and any other appropriate parties during the course of the Project as often as necessary, but not less frequently than once every month to provide continuing supervision and control of the Project and compliance with the Project Construction Schedule and the Approved Project Budget;

3.1.11 within five (5) business days following each meeting of the Project Team, Construction Manager shall submit to the URA a written report (which may in the form of the minutes of the meeting) summarizing the material items discussed at such meeting. Construction Manager shall otherwise keep the URA informed of the progress of the Project and of any material events affecting construction of the Project;

3.1.12 promptly upon learning of material events affecting construction of the Project, Construction Manager shall advise the URA of any disputes or potential disputes with any of the Project Team, any adjoining property owner, or any other party relating to or affected by the Project;

3.1.13 at least once per month, Construction Manager shall review and update the cost and status of the Project relative to the Approved Project Budget and the Project Construction Schedule (provided, however, that Construction Manager may not change the Approved Project Budget or the Project Construction Schedule without the Approval of the URA). In the event that Construction Manager determines that design and construction of the Project is not in accordance with the Approved Project Budget and/or the Project Construction Schedule, Construction Manager shall promptly advise on the causes for the departure from the Approved Project Budget and/or the Project Construction Schedule and deliver in an expeditious manner and reasonable amount of time, to the URA recommendations on options to efficiently and economically come into compliance with the Approved Project Budget and/or the Project Construction Schedule, and implement the URA's decisions with respect thereto;

3.1.14 Construction Manager shall recommend to the URA as necessary, and otherwise advise the URA, as appropriate of, possible change orders and potential cost savings for the construction of the Project, where appropriate;

3.1.15 subject to the limitations in this Agreement, Construction Manager shall review and assist in supervising any work to be performed under all change orders for the Project;

3.1.16 Construction Manager shall implement the policies, procedures and decisions of the URA upon communication thereof to Construction Manager in connection with the design and construction of the Project;

3.1.17 Construction Manager shall advise, counsel and assist the URA in connection with any claims made against the URA by Contractor, Architect, Engineer(s) or any Other Contractor in connection with the design and construction of the Project;

3.1.18 Construction Manager shall advise, counsel and assist in coordinating all interparty activities between the URA and any appropriate governmental authority of the State of Georgia, as may be required from time to time in the construction of the Project;

3.1.19 Construction Manager shall from time to time review, make recommendations on changes to, as necessary, any and all performance and payment bonds, surety bonds or other assurances given to the URA in relation to the completion of the Project by Contractor;

3.1.20 Construction Manager shall meet with the URA, its agents, employees or accountants, after receipt of reasonable advance notice from the URA while this Agreement remains in effect;

3.1.21 to the extent the same is required during construction of the Project, Construction Manager shall obtain and deliver to the URA, any and all warranties and guaranties to which the URA is entitled by any of the agreements relating to the construction of the Project;

3.1.22 Construction Manager shall advise, counsel and assist in any and all other tasks as may reasonably relate to the timely and efficient design and construction of the Project;

3.1.23 Construction Manager shall inspect the Project with the URA, Architect, Engineer(s), Contractor and, if applicable, Other Contractors, at Substantial Completion of the Project. Construction Manager shall compile and, submit to the URA for review, and monitor completion of any items of construction which are discovered upon such inspection and which have not been completed in accordance with approved plans and specifications (the “**Punch List Items**”); and

3.1.24 upon substantial completion of construction, Construction Manager shall visit the Project with Contractor and Architect. During such visit, Construction Manager shall review the Project, identify all observable defects and deficiencies, cause Contractor to correct or cause to be corrected such defects and deficiencies, take such steps as may be necessary to make a claim under any warranty provided with respect to the Project and assist throughout the warranty claim process.

For the avoidance of doubt, the URA shall be responsible for obtaining any approvals of the Project required either by any governmental authority, agency, bureau or department or under any of the Architect's Agreement or the Contractor Agreements.

3.2 Performance of Duties. Construction Manager shall perform its duties and exercise its rights hereunder in a timely and professional manner, and shall exercise its rights and perform its duties with sound judgment, in good faith, and in the best interest of the URA. Construction Manager shall cause its employees and authorized agents, if any, to comply with all applicable federal, state, county and municipal laws, regulations, ordinances, rules, requirements, and agencies having jurisdiction over the Project.

3.3 Employees and Project Staffing.

3.3.1 Construction Manager shall oversee the construction of the Project through its office in Atlanta, Georgia. Construction Manager shall have its employee(s) or agent(s) visit the Project with sufficient frequency so that Construction Manager may perform its duties hereunder and that the progress of the Project is properly directed, supervised and monitored.

3.3.2 Construction Manager shall assign to the Project such staff as may be required to perform its duties hereunder with due diligence and to cause the Project to be completed in accordance with the Project Construction Schedule.

3.3.3 All matters pertaining to the employment, supervision, compensation, benefits, payment of taxes, promotion and discharge of Construction Manager's employees shall be vested solely with Construction Manager, and the URA shall not have any rights or obligations with respect thereto. Construction Manager shall comply fully with all Laws having to do with worker's compensation insurance, Social Security, unemployment insurance, hours at labor, wage, working conditions and other employer-employee related subjects, to the extent applicable. Without limiting the foregoing, Construction Manager shall not discriminate on the basis of race, color, creed, age, religion, handicap, sex or national origin and shall comply with all applicable national, state and local Laws and regulations. Construction Manager shall also be an equal opportunity employer as required by all Laws applicable to Construction Manager and the URA and in such a manner so as not to cause the URA to be in material violation of any Laws.

**ARTICLE 4.
INSURANCE**

4.1 Construction Manager's Insurance Requirements. Throughout the Term of this Agreement, Construction Manager shall carry and maintain in force the insurance described in Subsections 4.1.1 through 4.1.7, below:

4.1.1 Commercial General Liability Insurance (including protective liability coverage on operations of independent contractors engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage). The policy must include Additional Insured, Waiver of Subrogation and Primary and Noncontributory endorsements in favor of the URA, and a limit of not less than \$1,000,000 in the event of bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$2,000,000 in the aggregate applicable to this Project. Such insurance

(which may be furnished under a primary policy and an “umbrella” policy or policies) shall also include coverage against liability for bodily injury or property damage arising out of use by or on behalf of Construction Manager of any owned, non-owned or hired automotive equipment for a limit not less than that specified above. Such insurance shall include a cross-liability/severability of interest provision. The URA shall be named as additional insured on this policy.

4.1.2 Worker’s compensation and Employer’s liability insurance covering all employees of Construction Manager employed in, on or about the Project as required by the laws of the State of Georgia. To the extent permitted by applicable law, the policy must include a Waiver of Subrogation in favor of the URA and must include the following limits:

Coverage A – Workers Compensation: Statutory Limits

Coverage B – Employers Liability:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Accident - \$500,000 policy limit

Bodily Injury by Disease - \$500,000 each employee

4.1.3 Automobile insurance including coverage for all owned automobiles, if any, with a \$1,000,000 combined single limit for bodily injury and property damage liability. To the extent permitted by applicable law, the policy must include Additional Insured, Waiver of Subrogation and Primary endorsements in favor of the URA, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, employees, agents and insurers.

4.1.4 Umbrella Liability insurance written excess and following form of the primary liability coverages (including Employers Liability) with a \$2,000,000 each occurrence and aggregate limit on terms at least as broad as the underlying Employer’s Liability, Commercial General Liability and Business.

4.1.5 To the extent permitted by applicable law, each of Construction Manager and the URA shall have included in all policies of insurance respectively obtained by it with respect to the Project a waiver by the insurer of all right of subrogation against the other for any loss or damage thereby insured against. Anything in this Agreement to the contrary notwithstanding, the URA and Construction Manager each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Project, arising from any cause that could or would be insured against under the terms of any insurance required to be carried hereunder. The foregoing waiver shall apply, regardless of whether such insurance is actually maintained, regardless of whether such claim or loss would otherwise be covered but for such party’s deductible and regardless of the cause or origin of the claim, including but not limited to the negligence of a party or that party’s agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of the URA or Construction Manager.

4.1.6 Construction Manager shall deliver a Certificate(s) of Insurance evidencing the insurance coverage required by this Agreement to the URA at the address set forth below at the time this Agreement is executed, or within a reasonable time thereafter, and within a reasonable time after coverage is renewed or replaced. No insurance required to be maintained by Construction Manager hereunder may be terminated or cancelled without thirty (30) days’ advance

notice to the URA. Each insurer writing coverage must have a rating of “A-VIII” or better under the A.M. Best rating system and must be licensed to provide such coverage in the state of Georgia. All insurance coverage provided by Construction Manager shall be primary to all and non-contributory with any and all other coverage maintained by or afforded to the URA, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, employees and agents. The URA’s receipt of certificates of insurance that do not comply with the requirements above, or failure to receive certificates, shall not constitute a waiver or modification of the requirements set forth herein. Should any of the above described policies be cancelled before the expiration thereof, Construction Manager shall immediately replace such coverage so that no lapse in coverage occurs and provide notice in the form of binders or certificates of the replacement coverage to the URA. The address for delivery of certificates is:

The foregoing insurance requirements shall not limit the Construction Manager’s obligations under this Agreement, including, but not limited to, the Construction Manager’s indemnity obligations hereunder.

ARTICLE 5. REPORTING

5.1 Status Reports. Within fifteen (15) days after the end of each month, commencing after the date construction of the Project commences, Construction Manager will, as part of its responsibilities, prepare or assist in the preparation of a report (the “**Status Report**”) on the Project and shall cause such Status Report to be delivered to the URA. IN addition to any other information which may from time to time be reasonably requested by the URA, each Status Report will contain the following information respecting the Project:

5.1.1 costs, on a line item basis as shown on the Approved Project Budget, paid by the URA pursuant hereto as of the date of such Status Report;

5.1.2 Construction Manager’s good faith estimate, consistent with the Contractor Agreements and Construction Manager’s knowledge of typical costs and procedures arising in the construction industry for projects similar to the Project, of the total cost to complete the Project on a line item basis;

5.1.3 accounts payable with respect to matters monitored by Construction Manager involving the Project; and

5.1.4 a reconciliation of the stage of completion of each phase of the construction of the Project with any progress schedule submitted by Contractor.

5.2 Format Changes. From time to time, the URA may specify additional information or changes in the format of any reports required to be prepared and submitted by Construction Manager hereunder provided that such additional information is commonly and readily available to Construction Manager (without additional cost or expense) through the performance of its duties hereunder.

ARTICLE 6.
PROJECT COSTS AND FINANCING

6.1 Payment of Project Costs. The URA covenants and agrees to timely make payments of Project Costs to the parties entitled thereto. The term “**Project Costs**” as used herein shall mean all costs included in the Approved Project Budget and incurred in connection with the design and construction, excluding those expenses which are excluded from Reimbursable Expenses as contemplated by Section 6.2 below, but including, without limitation, the following:

6.1.1 amounts payable to Contractor(s) under the Contractor Agreements and to any Other Contractors under Other Project Agreements, to the extent such costs are within the Approved Project Budget, or contemplated by an approved change order;

6.1.2 amounts payable to professionals to the extent such amounts are within the Approved Project Budget or contemplated by an approved change order;

6.1.3 premiums payable for insurance policies obtained pursuant to this Agreement to the extent such premiums are within the Approved Project Budget;

6.1.4 fees for governmental licenses and permits and other amounts payable under applicable Laws with respect to the construction of the Project;

6.1.5 provided the URA expressly agrees in writing to an itemized list thereof prior to such payment, losses and costs incurred in the construction of the Project which are not covered by insurance and amounts paid or payable in settlement of claims involving the Project; and

6.1.6 the Construction Management Fee payable to Construction Manager pursuant to the terms hereof and all Reimbursable Expenses contemplated in Section 6.2.

6.2 Reimbursement of Expenses. Provided that the same are included in the Approved Project Budget and are reasonable and necessary in the performance of Construction Manager’s obligations hereunder, the URA shall reimburse Construction Manager for all reasonable out-of-pocket costs and expenses actually paid or incurred by Construction Manager in connection with its performance under this Agreement, including, without limitation, the costs of all insurance required hereunder; provided, however, that Construction Manager shall not be entitled to reimbursement for its normal “day-to-day” business expenses, such as routine photocopying, telephone charges, and local travel. It is the intention of the URA and Construction Manager that Construction Manager shall be reimbursed only for extraordinary expenses, such as long distance travel, and sophisticated presentation materials (such as models, renderings and multimedia presentations). In addition, the URA shall reimburse Construction Manager for any attorney’s fees incurred by Construction Manager on behalf of the URA in connection with its performance under this Agreement. Reimbursable Expenses will be charged by Construction Manager to the URA “at cost”, with no mark-up by Construction Manager. All expenses for which Construction Manager seeks reimbursement must be itemized in an invoice and supporting documentation shall be submitted to the URA upon request.

ARTICLE 7. COMPENSATION

7.1 Construction Management Fee. As compensation for Construction Manager's services rendered in connection with the Project, the URA shall pay to Construction Manager a "**Construction Management Fee**" in an amount equal to 6% of total Hard Costs.

7.2 Payment of Construction Management Fee. The Construction Management shall be paid by the URA to the Construction Manager as follows by wire of immediately available funds to an account held by Construction Manager to be designated on or before Substantial Completion:

7.2.1 ninety percent (90%) of the Construction Management Fee shall be paid by the URA to Construction Manger within three (3) business days of Substantial Completion; and

7.2.2 ten percent (10%) of the Construction Management Fee (and any additional accrued but yet unpaid portion thereof) shall be paid by the URA to Construction Manger within three (3) business days of Final Project Completion.

For purposes determining timing of payment in accordance with this Section 7.2, Construction Manager shall send written notice of Substantial Completion or Final Project Completion, as appropriate, to URA setting forth (i) the date thereof and (i) the date upon which payment of the applicable portion the Construction Management Fee is due.

7.3 Additional Services. In the event that the URA requests that Construction Manager perform services beyond the scope of this Agreement, the URA shall compensate Construction Manager for such additional services, provided Construction Manager and the URA have entered into a separate written agreement or amendment or addendum hereto with respect to such additional services.

ARTICLE 8. TERMINATION OF AGREEMENT

8.1 Termination by the URA for Construction Manager Defaults. The URA shall have the right to terminate this Agreement if any of the following events occurs (the "**Construction Manager Defaults**"):

8.1.1 Construction Manager fails to observe or perform of its obligations expressly set forth in this Agreement, and such failure is not cured within fifteen (15) days after date of receipt of a notice of default from the URA; or

8.1.2 Construction Manager, pursuant to or within the meaning of the Bankruptcy Code, Title 11 U.S.C., or any other present or future federal, state or other common law, case law, statute or regulation relating to bankruptcy, insolvency, appointment of receivers or custodians, dissolution, or other relief for debtors (i) commences a voluntary case, (ii) consents to or is subject to the entry of any order for relief against it in an involuntary case, (iii) remains a debtor in an involuntary case for more than sixty (60) days after the commencement of such case, (iv) consents to or is subject to the appointment of a receiver, trustee, liquidator, custodian or other party serving

a similar function, (v) makes a general assignment for the benefit of creditors, (vi) becomes insolvent, or (vii) is subject to the entry of an order for the liquidation of Construction Manager.

Upon the occurrence of any Construction Manager Default, the URA shall have the right, at any time after the final expiration of the aforesaid curative periods, to give notice to Construction Manager terminating this Agreement and to exercise such other remedies as may be provided by law or in equity.

8.2 Causes for Termination by Construction Manager. Construction Manager shall have the right to terminate this Agreement if any of the following events occurs (the “**URA Defaults**”):

8.2.1 the URA fails to observe or perform any of its obligations expressly set forth in this Agreement, and such failure is not cured within fifteen (15) days after date of receipt of a notice of default from Construction Manager; or

8.2.2 the URA, pursuant to or within the meaning of the Bankruptcy Code, Title 11 U.S.C., or any other present or future federal, state or other common law, case law, statute or regulation relating to bankruptcy, insolvency, appointment of receivers or custodians, dissolution, or other relief for debtors (i) commences a voluntary case, (ii) consents to or is subject to the entry of any order for relief against it in an involuntary case, (iii) remains a debtor in an involuntary case for more than sixty (60) days after the commencement of such case, (iv) consents to or is subject to the appointment of a receiver, trustee, liquidator, custodian or other party serving a similar function, (v) makes a general assignment for the benefit of creditors, (vi) becomes insolvent, or (vii) is subject to the entry of an order for the liquidation of the URA.

Upon the occurrence of any the URA Default, Construction Manager shall have the right at any time after the final expiration of the aforesaid curative periods to give notice to the URA terminating this Agreement and to exercise any other remedies that may be provided at law or in equity.

8.3 Other Causes of Termination. Either party may terminate this Agreement without liability to the other party upon the occurrence of events that have occurred or conditions that have been discovered which are beyond the control of either party and that preclude the completion or construction of the Project.

8.4 Other Remedies. The termination of this Agreement by either Construction Manager or the URA by reason of default by the other Party shall not relieve either Party of any of its obligations heretofore accrued under this Agreement prior to the effective date of such termination.

8.5 Remedies Not Exclusive. The rights and remedies under this Agreement shall not be mutually exclusive. The exercise of one or more of the rights and remedies under this Agreement shall not preclude the exercise of any other right or remedy. Damages at law may not be an adequate remedy for a breach or threatened breach of this Agreement and in the event of a breach or threatened breach of any provision hereunder, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy.

8.6 Action Upon Termination. Upon the expiration or termination of this Agreement, Construction Manager shall promptly (a) surrender and deliver to the URA any space in the Project occupied by Construction Manager during the construction phase, (b) deliver to the URA all records, keys, Drawings and Specifications, contracts, receipts for deposits, unpaid bills, bank statements, paid bills and all other records, papers and documents which relate to the Project which are in Construction Manager's possession or control and (c) furnish all such information and take all such action as the URA shall reasonably require to effectuate an orderly and systematic transfer or Construction Manager's duties under this Agreement to a new person or entity designated by the URA in writing.

8.7 Adjustment of Construction Management Fee. Notwithstanding anything herein to the contrary, if this Agreement is terminated for any reason prior to the Final Project Completion, the amount of the Construction Management Fee to be paid hereunder shall automatically be adjusted such that payment of the amounts specified in Section 7.2 shall be calculated based upon any hard costs incurred attributable to the earned Construction Management Fee up and to the effective date of such termination shall constitute payment in full of the Construction Management Fee required hereunder.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors, representatives and assigns. Notwithstanding the foregoing, this Agreement and all rights hereunder shall not be assignable by Construction Manager without the URA's prior Approval. The URA shall have the right to assign this Agreement without the Approval of Construction Manager to an Entity to which the URA assigns the responsibility for funding the construction of the Project, provided that any such assignee agrees to be bound hereby to Construction Manager for all terms and provisions of this Agreement pursuant to a written assignment and assumption agreement, a copy of which shall be provided to Construction Manager.

9.2 Affiliates of Construction Manager. Any contract of any kind whatsoever affecting or in connection with the Project between Construction Manager and any Affiliate of Construction Manager shall be subject to the URA's prior Approval, which Approval may be withheld by the URA in its absolute discretion for any reason whatsoever.

9.3 Notices. Any notice given pursuant to this Agreement shall be in writing and delivered by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Certified Mail, postage prepaid, return receipt requested, or (d) e-mail transmission (with a hard copy to follow within 24 hours via overnight delivery service), sent to the intended addressee at the address set forth below or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of e-mail transmission, as of the date of the e-mail transmission. Notices given by counsel to a party in accordance with the foregoing shall be

deemed given by such party. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

URA: Urban Redevelopment Agency of
the City of Forest Park, Georgia
745 Forest Parkway
Forest Park, Georgia 30297
Attn: [REDACTED]
Email: [REDACTED]

With a copy to: Thompson, O'Brien, Kemp & Nasuti, P.C.
2 Sun Court, Suite 400
Peachtree Corners, Georgia 30092
Attn: Michael J. Williams
Email: mwilliams@tokn.com

Construction Manager: Robinson Weeks Partners
3350 Riverwood Pkwy SE
Suite 700
Atlanta, GA 30339
Attn: David L. Welch
Email: david@robinsonweeks.com

With a copy to: Sheley, Hall & Williams, P.C.
303 Peachtree St. NE
Suite 4440
Atlanta, GA 30308
Attn: Raymond P. Sheley
Email: raymond@sheleyhall.com

9.4 Successors and Assigns. Subject to the provisions of Section 9.1 dealing with assignment, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of Parties with respect to the subject matter hereof. There are no further agreements or understandings, written or oral, in effect between the Parties with respect to the subject matter hereof. All amendments or modification to the Agreement must be in a writing signed by the Parties.

9.6 No Waiver. The failure of either Party to insist upon the strict performance of any covenant, agreement, provision, or condition of this Agreement shall not constitute a waiver thereof. No waiver by either Party of any of the terms or provisions of this Agreement shall be enforceable unless expressed in writing and signed by the Party against whom enforcement is sought.

9.7 Severability. If any provision of this Agreement or the application thereof to any Entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other Entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by Law.

9.8 Counterpart Execution. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof. An electronic signature, as defined in O.C.G.A. § 10-12-1 et. seq., of any party or parties hereto shall have the same force and effect as an original of such signature(s) and the parties hereto agree to be bound by any electronic signature(s) and by any electronic record of this instrument executed or adopted with one or more electronic signatures.

9.9 Interpretation. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of articles and sections in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement. All references in this Agreement to articles, sections, subsections or paragraphs shall refer to articles, sections, subsections and paragraphs of this Agreement, unless specific reference is made to the articles, sections or other subdivisions of another document or instrument. This Agreement shall not be interpreted in favor or either Party by virtue of said Party not having prepared this Agreement. Time is of the essence of this Agreement.

9.10 Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

9.11 No Third Party Beneficiary. No other Entity other than the URA and Construction Manager and each of their respective permitted successors and assigns are or shall be entitled to bring any action to enforce any provision of this Agreement. The provisions of this Agreement are solely for the benefit of and shall be enforceable only by the URA and Construction Manager and their respective successors and assigns as permitted hereunder.

9.12 Dispute Resolution. During construction of the Project, the URA and Construction Manager agree to use reasonable, good faith efforts to resolve any disputes which may arise in connection with this Agreement. If, after the exercise of good faith efforts to so resolve the dispute, the Parties are unable to do so, the Parties shall submit their dispute to the Architect.

9.13 Enforcement. The URA and Construction Manager hereby agree that in the event it becomes necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, the prevailing party in such action or dispute, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other party all reasonable third party out-of-pocket costs and expenses of suit, including reasonable attorneys' fees actually incurred. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all reasonable third party out-of-pocket costs and expenses of suit, including reasonable attorneys' fees actually incurred (collectively "Costs") in enforcing, perfecting and executing such judgment.

9.14 Waiver of Jury Trial. BY EXECUTING THIS AGREEMENT, EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, TO THE EXTENT PERMITTED BY LAW, WAIVES ITS RIGHTS AND THE RIGHTS ITS SUCCESSORS, ASSIGNS OR REPRESENTATIVES MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSS-CLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT TO BE EXECUTED IN CONNECTION HEREWITH.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal with intent to be bound as of the date set forth above.

**URBAN REDEVELOPMENT AGENCY OF THE
CITY OF FOREST PARK D/B/A FOREST
PARK/FORT GILLEM IMPLEMENTATION
LOCAL REDEVELOPMENT AUTHORITY**, a
redevelopment authority formed pursuant to the Georgia
Urban Redevelopment Law and the ordinances of the
City of Forest Park, Georgia

By: _____

Name: _____

Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSTRUCTION MANAGER:

**WEEKS ROBINSON DEVELOPMENT
& MANAGEMENT, LLC,**
a Georgia limited liability company,
d/b/a **ROBINSON WEEKS PARTNERS**

By: _____
David L. Welch, CEO/President

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

DISPOSAL TRACT NO. A-2

ACREAGE: 770.59

All that Tract or Parcel of Land lying and being in Land Lots 177, 178, 179, 204, 205, 206, 207, 210, 211, 212, and 213 of the 12th District, Clayton County, Georgia, and being more particularly described as follows:

Commence at a concrete monument found at the corner common to Land Lots 210, 209, 239, and 240; thence run along the line common to Land Lot 210 and 239 South 89°05'00" East a distance of 3012.60 feet to a point, said point also being the corner common to Land Lots 210, 211, 239 and 238; thence run along the line common to Land Lot 211 and 238 South 89°04'00" East a distance of 2499.52 feet to a point along said line, said point also being the TRUE POINT OF BEGINNING:

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence run along the said Land Lot Line common to Land Lots 211 and 238 South 89°04'00" East a distance of 564.99 feet to a point; thence continuing along said line South 89°18'00" East a distance of 1526.98 feet to a point; said point also being located on the westerly right-of-way of Moreland Ave/US 23/SR 42 (Public variable width right-of-way); thence run along the said westerly right-of-way of Moreland Ave/US 23/SR 42 the following courses and distances South 32°39'22" East a distance of 110.77 feet to a Concrete Right-of-Way Monument Found; thence run along arc of a curve to the right, an arc distance of 25.53 feet (said curve having a radius of 22,918.30 feet, being subtended by a chord bearing South 32°23'57" East, a chord distance of 25.53 feet) to a Concrete Right-of-Way Monument Found; thence run South 32°23'57" East a distance of 115.78 feet to a point; thence run South 28°37'24" East a distance of 266.68 feet to a Concrete Right-of-Way Monument Found; thence run South 34°37'03" East a distance of 18.49 feet to a Concrete Right-of-Way Monument Found; thence run South 42°20'34" East a distance of 120.24 feet to a point; thence run South 32°30'00" East a distance of 218.71 feet to a Concrete Right-of-Way Monument Found; thence run South 28°39'33" East a distance of 182.64 feet to a Concrete Right-of-Way Monument Found; thence run South 32°49'00" East a distance of 354.98 feet to a Concrete Right-of-Way Monument Found; thence run South 36°00'11" East a distance of 68.02 feet to a point; thence run along arc of a curve to the right, an arc distance of 571.85 feet (said curve having a radius of 2546.48 feet, being subtended by a chord bearing South 26°17'11" East, a chord distance of 570.65 feet) to a point; thence run South 19°49'40" East a distance of 116.54 feet to a point; thence run North 71°01'31" West a distance of 38.84 feet to a Concrete Right-of-Way Monument Found; thence run South 20°02'15" East a distance of 59.97 feet to a Concrete Right-of-Way Monument Found; thence run South 72°27'10" East a distance of 38.26 feet to a point; thence run South 23°01'44" East a distance of 232.45 feet to a point; thence run South 19°45'21" East a distance of 2472.73 feet to a Concrete Monument Found; thence leave said right-of-way and continue South 74°35'08" West a distance of 612.25 feet to a point; thence run North 77°45'41" West a distance of 651.23 feet to a point; thence run South 26°32'12" East a distance of 541.94 feet to a point; thence run South 19°35'40" West a distance of 827.95 feet to a point along the line common to Land Lot 180 and 205; thence continuing along said Land Lot line North 89°16'50" West a distance of 413.73 feet to a point along said line; thence turning and continuing North 21°22'06" West a distance of 2107.30 feet to a point; thence run South 64°30'14" West a distance of 314.00 feet to a point; thence run North 26°22'14" West a distance of 640.00 feet to a point; thence run South 62°54'08" West a distance of 728.00 feet to a point; thence run North 26°57'41" West a distance of 651.00 feet to a point; thence run South 61°32'54" West a distance of 1120.00 feet to a point; thence run South 07°41'54" East a distance of 1920.00 feet to a point along the line common to Land Lots 179 and 206; thence continuing along said line North 89°13'17" West a distance of 1174.25 feet to a concrete monument found; thence run South 00°45'48" West a distance of 1447.73 feet to a Concrete Monument Found; thence run South 87°50'55" West a distance of 2030.36 feet to a point; thence run North 01°36'45" East a distance of 1569.29 feet to a 1" Open Top Pipe found; thence run North 88°02'20" West a distance of 373.83 feet to a ½" Rebar found; thence run South 61°30'55" West a distance

of 1328.05 feet to a point; thence run North 00°53'42" East a distance of 70.68 feet to a point; thence run South 61°30'55" West a distance of 414.12 feet to a point; thence run along arc of a curve to the right, an arc distance of 328.34 feet (said curve having a radius of 573.69 feet, being subtended by a chord bearing South 77°54'41" West, a chord distance of 323.88 feet) to a point; thence run North 69°52'16" West a distance of 908.32 feet to a point; thence run North 60°19'26" West a distance of 177.74 feet to a point; thence run North 57°07'58" West a distance of 43.00 feet to a point; thence run North 00°00'02" East a distance of 2.00 feet to a point; thence run North 57°18'58" West a distance of 267.00 feet to a point; thence run South 00°00'02" West a distance of 4.00 feet to a point; thence run North 57°07'58" West a distance of 72.70 feet to a point; thence run North 63°34'58" West a distance of 426.50 feet to a point; thence run North 63°34'58" West a distance of 40.87 feet to a point; thence run along arc of a curve to the left, an arc distance of 257.95 feet (said curve having a radius of 1116.28 feet, being subtended by a chord bearing North 70°00'58" West, a chord distance of 257.38 feet) to a point; thence run North 02°30'02" East a distance of 57.96 feet to a point; thence run South 73°23'58" East a distance of 164.86 feet to a point; thence run South 63°53'58" East a distance of 624.38 feet to a point; thence run South 53°42'01" East a distance of 76.41 feet to a point; thence run along arc of a curve to the left, an arc distance of 438.67 feet (said curve having a radius of 1890.45 feet, being subtended by a chord bearing South 58°15'42" East, a chord distance of 437.69 feet) to a point; thence run South 68°07'09" East a distance of 691.37 feet to a point; thence run along arc of a curve to the left, an arc distance of 546.58 feet (said curve having a radius of 837.62 feet, being subtended by a chord bearing North 83°55'51" East, a chord distance of 536.93 feet) to a point; thence run North 60°52'45" East a distance of 271.98 feet to a point; ; thence run North 61°35'11" East a distance of 783.08 feet to a point; thence run North 59°04'52" East a distance of 217.96 feet to a point; thence run North 54°27'01" East a distance of 313.28 feet to a point; thence run North 56°32'52" East a distance of 265.39 feet to a point; thence run North 68°41'39" East a distance of 334.74 feet to a point; thence run North 60°57'16" East a distance of 248.48 feet to a point; thence run North 00°03'06" West a distance of 683.10 feet to a point; thence run North 17°14'20" East a distance of 73.81 feet to a point; thence run Thence run North 00°02'42" East a distance of 57.45 feet to a point; thence run North 89°38'24" West a distance of 601.36 feet to a point; thence run North 00°35'08" West a distance of 912.71 feet to a point; thence run North 89°12'53" West a distance of 1139.70 feet to a point; thence run North 08°17'03" East a distance of 225.40 feet to a point; thence run North 03°20'43" West a distance of 350.22 feet to a concrete monument found at the corner common to Land Lots 207, 208, 209 and 210; thence run North 65°00'59" East a distance of 277.00 feet to a point; thence run North 75°21'32" East a distance of 2101.00 feet to a point; thence run North 08°59'20" West a distance of 452.00 feet to a point; thence run Thence run North 15°57'42" East a distance of 477.00 feet to a point; thence run South 86°40'45" East a distance of 2500.00 feet to a point; thence run South 14°49'06" West a distance of 365.00 feet to a point; thence run South 73°37'49" East a distance of 650.00 feet to a point; thence run North 06°25'06" West a distance of 470.00 feet to a point; thence run North 01°39'40" West a distance of 618.15 feet to a point; thence run South 89°00'54" West a distance of 364.23 feet to a point; thence run North 01°59'56" East a distance of 94.70 feet to a point; thence run North 88°34'23" East a distance of 247.01 feet to a point; thence run North 00°25'05" East a distance of 275.52 feet to a point; thence run South 89°53'11" East a distance of 117.42 feet to a point; thence run North 26°10'52" East a distance of 555.01 feet to a point along the line common to Land Lots 211 and 238, said point also being the TRUE POINT OF BEGINNING.

Said Tract containing 772.92 acres (33,817,784 Square feet).

LESS AND EXCEPT THE FOLLOWING KNOWN AS FOSET III:

All that Tract or Parcel of Land lying and being in Land Lots 205 and 206 of the 12th District, Clayton County, Georgia, and being more particularly described as follows:

Commence at a concrete monument found at the corner common to Land Lot 210, 209, 239, and 240; thence leave the said corner common to Land Lots 210, 209, 239, and 240 and run South 60°00'12" East a distance of 6713.08 feet to a point, said point being the TRUE POINT OF BEGINNING:

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, Thence run North 26°37'45" West a distance of 110.00 feet to a point; thence run North 63°07'44" East a distance of 220.00 feet to a point; Thence run South 26°37'45" East a distance of 110.00 feet to a point; thence run South 63°07'44" West a distance of 220.00 feet to a point; said point also being the TRUE POINT OF BEGINNING.

Said Tract containing 0.55 acres (24,199 square feet).

FURTHER LESS AND EXCEPT THE FOLLOWING KNOWN AS ASSOCIATED CREDIT UNION:

All that Tract or Parcel of Land lying in Clayton County, Georgia located within the installation boundary of Fort Gillem, known as the location of an Associated Credit Union on North Fourth Street and being more particularly described as follows:

Beginning at a point located South 89°47'17" West a distance of 25.00 feet from the centerline of North Fourth Street, Thence from the point of beginning South 89°47'12" West a distance of 260.00 feet to an iron pin set, thence North 00°12'48" West a distance of 298.00 feet to an iron pin set, Thence North 89°47'12" East a distance of 260.00 feet to an iron pin set, Thence South 00°12'48" West a distance of 298.00 feet to the point of beginning and containing 1.78 acres more or less.

TRACT A-2 contains 770.59 acres, more or less.

FURTHER LESS AND EXCEPT THE FOLLOWING KNOWN AS THE KROGER PARCEL:

All that tract or parcel of land lying and being in Land Lot(S) 178, 179, 206, 207, 210 & 211, 12th District, Clayton County, State of Georgia and being more particularly described as follows:

Commencing at a concrete monument found at the corner common to Land Lots 207, 208, 209 & 210; thence North 82°03'05" East, 1138.64 feet to a point and THE POINT OF BEGINNING.

From said POINT OF BEGINNING, thence South 89°43'07" East, 501.69 feet to a point; thence South 57°06'08" East, 321.12 feet to a point; thence South 57°21'53" East, 75.41 feet to a point; thence South 40°28'43" East, 107.58 feet to a point; thence South 80°41'20" East, 257.43 feet to a point; thence North 45°18'21" East, 263.93 feet to a point; thence North 23°11'01" East, 610.87 feet to a point; thence North 40°08'56" East, 170.91 feet to a point; thence North 16°43'54" East, 472.46 feet to a point; thence South 73°16'06" East, 1074.48 feet to a point; thence North 17°27'55" East, 292.29 feet to a point; thence South 72°41'00" East, 760.44 feet to a point; thence South 17°19'00" West, 1387.75 feet to a point; thence South 72°41'00" East, 292.31 feet to a point; thence along a curve to the left for an arc distance of 339.41 feet, said arc having a radius of 582.00 feet, a chord bearing of South 42°02'10" West, and a chord distance of 334.62 feet, to a point; thence South 63°28'55" West, 32.58 feet to a point; thence South 18°28'55" West, 73.62 feet to a point; thence South 26°31'05" East, 48.39 feet to a point; thence along a curve to the left for an arc distance of 98.09 feet, said arc having a radius of 578.83 feet, a chord bearing of South 7°22'18" West, and a chord distance of 97.97 feet, to a point; thence along a curve to the left for an arc distance of 177.05 feet, said arc having a radius of 1180.62 feet, a chord bearing of South 1°46'45" East, and a chord distance of 176.88 feet, to a point; thence South 6°04'31" East, 172.83 feet to a point; thence South 41°10'56" West, 111.81 feet to a point; thence South 3°49'04" East, 90.00 feet to a point; thence South 48°49'04" East, 118.87 feet to a point; thence along a curve to the right for an arc distance of 227.88 feet, said arc having a radius of 645.00 feet, a chord bearing of South 17°13'20" West, and a chord distance of 226.70 feet, to a point; thence South 27°20'37" West, 483.62 feet to a point; thence along a curve to the right for an arc distance of 432.92 feet, said arc having a radius of 645.00 feet, a chord bearing of South 46°34'19" West, and a chord distance of 424.84 feet, to a point; thence South 65°48'00" West, 413.81 feet to a point; thence along a curve to the left for an arc distance of 126.17 feet, said arc having a radius of 755.00 feet, a chord bearing of South 61°00'45" West, and a chord distance of 126.02 feet, to a point; thence South 56°13'31" West, 473.80 feet to a point; thence South 56°13'31" West, 114.75 feet to a point;

thence along a curve to the left for an arc distance of 254.26 feet, said arc having a radius of 2055.00 feet, a chord bearing of South 52°40'50" West, and a chord distance of 254.10 feet, to a point; thence South 49°08'09" West, 617.76 feet to a point; thence North 73°01'29" West, 148.08 feet to a point; thence South 38°21'09" West, 371.46 feet to a point; thence South 67°48'34" West, 131.47 feet to a point; thence North 68°35'02" West, 93.02 feet to a point; thence North 25°39'32" West, 57.27 feet to a point; thence along a curve to the right for an arc distance of 186.45 feet, said arc having a radius of 767.00 feet, a chord bearing of North 18°41'42" West, and a chord distance of 185.99 feet, to a point; thence South 78°16'08" West, 5.00 feet to a point; thence along a curve to the right for an arc distance of 179.63 feet, said arc having a radius of 772.00 feet, a chord bearing of North 5°03'54" West, and a chord distance of 179.23 feet, to a point; thence North 1°36'03" East, 580.61 feet to a point; thence along a curve to the left for an arc distance of 121.74 feet, said arc having a radius of 228.00 feet, a chord bearing of North 13°41'44" West, and a chord distance of 120.30 feet, to a point; thence North 28°59'30" West, 34.57 feet to a point; thence North 21°50'02" West, 96.31 feet to a point; thence North 28°59'30" West, 50.00 feet to a point; thence North 15°42'24" East, 123.51 feet to a point; thence North 61°01'18" East, 449.28 feet to a point; thence North 28°59'30" West, 63.00 feet to a point; thence along a curve to the right for an arc distance of 21.82 feet, said arc having a radius of 20.38 feet, a chord bearing of North 63°33'04" West, and a chord distance of 20.79 feet, to a point; thence North 28°59'30" West, 43.00 feet to a point; thence along a curve to the right for an arc distance of 51.01 feet, said arc having a radius of 92.00 feet, a chord bearing of North 13°06'25" West, and a chord distance of 50.36 feet, to a point; thence North 2°46'39" East, 620.99 feet to a point; thence along a curve to the left for an arc distance of 173.84 feet, said arc having a radius of 132.00 feet, a chord bearing of North 34°57'05" West, and a chord distance of 161.55 feet, to a point; thence North 72°40'50" West, 429.00 feet to a point; thence along a curve to the right for an arc distance of 115.86 feet, said arc having a radius of 91.80 feet, a chord bearing of North 36°39'06" West, and a chord distance of 108.32 feet, to a point; thence North 0°35'08" West, 768.39 feet to a point; thence South 89°40'05" West, 101.25 feet to a point; thence North 0°02'34" West, 583.19 feet to a point and THE POINT OF BEGINNING.

Said tract contains 253.0191 acres (11,021,511 square feet) more or less, as shown on a survey prepared for Kroger by Prime Engineering dated April 21, 2014, last revised May 7, 2014.

FURTHER LESS AND EXCEPT THE FOLLOWING KNOWN AS GILLEM 100:

All that tract or parcel of land lying and being in Land Lot 212 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 1B 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 computed point located at the common corner of Land Lots 211, 212, 237 and 238, said computed point being located in the right-of-way of Slate Road (A.K.A. Slate Drive; variable width public r/w);

Thence proceeding along the line which divides Land Lots 212 and 237 South 89°19'25" East for a distance of 1304.24 feet to a 1/2" iron pin set on the southeasterly right-of-way line of Slate Road, said 1/2" iron pin set being the POINT OF BEGINNING.

Thence departing said southeasterly right-of-way line of Slate Road South 89°19'25" East for a distance of 32.05 feet to a 5/8" bar found;

Thence South 89°24'20" East for a distance of 189.95 feet to a concrete r/w monument found on the southwesterly right-of-way line of Moreland Avenue (A.K.A. U.S. Highway #23 and State Route #42; variable width public r/w);

Thence proceeding along said southwesterly right-of-way line of Moreland Avenue the following courses and distances:

South 32°49'38" East for a distance of 111.83 feet to a concrete r/w monument found;

Thence along a curve to the right having a radius of 22,918.30 feet for an arc distance of 25.10 feet (said arc being subtended by a chord of South 32°49'59" East for a distance of 25.10 feet) to a concrete r/w monument found;

Thence South 32°23'57" East for a distance of 115.78 feet to a 1/2" iron pin set;

Thence South 28°29'47" East for a distance of 265.58 feet to a concrete r/w monument found;

Thence South 34°16'39" East for a distance of 20.18 feet to a concrete r/w monument found;

Thence South 42°20'34" East for a distance of 120.24 feet to a 1/2" iron pin set;

Thence South 32°44'48" East for a distance of 218.81 feet to a concrete r/w monument found;

Thence South 28°31'54" East for a distance of 182.53 feet to a concrete r/w monument found;

Thence South 32°46'46" East for a distance of 167.17 feet to a 1/2" iron pin set at the intersection of said southwesterly right-of-way line of Moreland Avenue and the northwesterly right-of-way line of Hood Avenue (110' public r/w and varies);

Thence proceeding along said northwesterly right-of-way line of Hood Avenue the following courses and distances:

South 31°46'19" West for a distance of 69.74 feet to a 1/2" iron pin set;

Thence South 76°46'19" West for a distance of 233.12 feet to a 1/2" iron pin set;

Thence along a curve to the left having a radius of 610.94 feet for an arc distance of 276.72 feet (said arc being subtended by a chord of South 63°47'47" West for a distance of 274.36 feet) to a 1/2" iron pin set;

Thence North 86°39'01" West for a distance of 73.22 feet to a 1/2" iron pin set;

Thence South 34°45'48" West for a distance of 59.18 feet to a 1/2" iron pin set;

Thence departing said northwesterly right-of-way line of Hood Avenue North 50°27'06" West for a distance of 301.28 feet to a 1/2" iron pin set;

Thence North 00°00'00" East for a distance of 54.34 feet to a PK (masonry) nail found;

Thence North 90°00'00" West for a distance of 359.54 feet to a 1/2" iron pin set;

Thence North 00°00'00" East for a distance of 1046.36 feet to a 1/2" iron pin set on the southerly right-of-way line of Slate Road;

Thence proceeding along said right-of-way line of Slate Road the following courses and distances:

South 89°19'05" East for a distance of 189.07 feet to a 1/2" iron pin set;

Thence North 00°00'00" East for a distance of 9.63 feet to a 1/2" rebar found;

Thence South 89°20'19" East for a distance of 104.95 feet to a 1/2" rebar found;

Thence North 65°48'52" East for a distance of 45.11 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 24.087 acres or 1,049,227 square feet, and is intended to be a portion of the same tract of land that was previously conveyed in Deed Book 10541, Page 570, Clayton County Georgia Records.

FURTHER LESS AND EXCEPT THE FOLLOWING KNOWN AS GILLEM 150:

All that tract or parcel of land lying and being in Land Lots 211 and 212 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 Tracts 1A and 2 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 computed point located at the common corner of Land Lots 211, 212, 237 and 238, said computed point being located in the right-of-way of Slate Road (A.K.A. Slate Drive; variable width public r/w);

Thence proceeding along the line which divides Land Lots 211 and 238 North 89°02'33" West for a distance of 564.87 feet to a computed point;

Thence departing said line which divides Land Lots 211 and 238 South 26°10'52" West for a distance of 34.60 feet to a computed point on the southerly right-of-way line of Slate Road, said computed point being the POINT OF BEGINNING.

Thence proceeding along said southeasterly right-of-way line of Slate Road South 89°19'05" East for a distance of 1549.17 feet to a 1/2" iron pin set;

Thence departing said southeasterly right-of-way line of Slate Road South 00°00'00" West for a distance of 1046.36 feet to a 1/2" iron pin set;

Thence North 90°00'00" West for a distance of 1777.68 feet to a 1/2" rebar with cap found;

Thence South 01°39'40" East for a distance of 20.00 feet to a 1/2" iron pin set;

Thence South 88°20'20" West for a distance of 560.90 feet to a 1/2" iron pin set;

Thence North 57°08'28" West for a distance of 630.21 feet to a 1/2" iron pin set;

Thence North 41°12'25" West for a distance of 111.70 feet to a 1/2" iron pin set;

Thence North 00°21'20" East for a distance of 728.91 feet to a computed point on the line which divides Land Lots 211 and 238 (said computed point being witnessed by a 1/2" iron pin set 1.32 feet south thereof, on line);

Thence proceeding along the line which divides Land Lots 211 and 238 South 89°04'31" East for a distance of 1164.76 feet to a 1/2" iron pin set on the southerly right-of-way line of Slate Road;

Thence proceeding along said right-of-way line of Slate Road the following courses and distances:

South 78°31'30" East for a distance of 107.18 feet to a computed point;

Thence South 83°20'56" East for a distance of 118.30 feet to a computed point, said computed point being the POINT OF BEGINNING.

Said tract or parcel of land contains 70.926 acres or 3,089,547 square feet.

FURTHER LESS AND EXCEPT THE FOLLOWING KNOWN AS GILLEM 200:

All that tract or parcel of land lying and being in Land Lots 211 and 212 of the 12th District, Clayton County, Georgia, and being more particularly described as follows:

Commence at a concrete monument found at the corner common to Land Lots 210, 209, 239, and 240; thence run South 77°19' 37" East a distance of 5399.17 feet to a point along the northerly right-of-way of Hood Ave. (right-of-way varies), said point also being the true POINT OF BEGINNING:

From true POINT OF BEGINNING thus established, leave said right-of-way and continue North 29°10'15" West a distance of 580.62 feet to point; thence North 89°59'42" West a distance of 80.63 feet to point; thence North 00°00'26" East a distance of 254.48 feet to point; thence North 12°31'11" East a distance of 36.93 feet to a point; thence North 00°00' 00" West a distance 105.37 feet to a point; thence North 82°09'33" West a distance of 73.44 feet to a point; thence North 36°17'04" West a distance of 279.85 feet to point; thence North 01°39'40" West a distance of 390.32 feet to point; thence turning and continuing South 90°00'00" East a distance of 2137.22 feet to point; thence South 00°00'00" East a distance of 54.34 feet to point; thence South 50°23'34" East a distance of 301.57 feet to point along the northerly right-of-way of Hood Ave. (right-of-way varies); thence continue along said right-of-way South 04°27'32" East a distance of 70.46 feet to point; thence run along arc of a curve to the left, an arc distance of 133.59 feet (said curve having a radius of 604.92 feet, being subtended by a chord bearing South 30°01 minute 16" West, a chord distance of 133.31 feet) to a point; thence South 23°41'45" West a distance of 165.44 feet to point; thence South 68°24'01" West a distance of 76.76 feet to point; thence South 23°41'45" West a distance of 56.00 feet to point; thence South 21°00'31" East a distance of 76.76 feet to point; thence South 23°41'45" West a distance of 45.12 feet to point; thence leaving said right-of-way and continuing North 89°39'27" West a distance of 279.68 feet to point; thence South 00°35'49" East a distance of 302.17 feet to point along the northerly right-of-way of Hood Ave. (right-of-way varies); thence continue along said right-of-way South 77°16'40" West a distance of 31.84 feet to point; thence leave said right-of-way and continue North 00°25'47" East a distance of 63.17 feet to point; thence South 89°54'51" West a distance of 1435.72 feet to point; thence South 29°10'14" East a distance of 534.70 feet to point along the northerly right-of-way of Hood Ave. (right-of-way varies); thence North 74°27'58" West a distance of 16.88 feet to point; thence South 60°49'45" West a distance of 56.00 feet to point; thence South 16°07'28" West a distance of 16.88 feet to point, said point also being true POINT OF BEGINNING.

Said tract contains 48.92 acres.

FURTHER LESS AND EXCEPT THE FOLLOWING KNOWN AS GILLEM 300:

All that tract or parcel of land lying and being in Land Lots 206 and 211 of the 12th Land District, City of Forest Park, Clayton County, Georgia, said tract or parcel of land being more fully shown and designated 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 65°12'14" East for a grid distance of 6469.34 feet to a 1/2" iron pin set on the northwesterly right-of-way line of Hood Avenue (110 foot public r/w & varies), said 1/2" iron pin set being THE POINT OF BEGINNING.

Thence proceeding along said northwesterly right-of-way line of Hood Avenue the following courses and distances:

South 16°07'29" West for a distance of 59.88 feet to a 1/2" iron pin set;

Thence South 60°49'45" West for a distance of 606.05 feet to a 1/2" iron pin set;

Thence North 74°27'58" West for a distance of 76.76 feet to a 1/2" iron pin set;

Thence South 60°49'45" West for a distance of 28.00 feet to a 1/2" iron pin set;

Thence departing said northwesterly right-of-way line of Hood Avenue North 29°10'15" West for a distance of 30.00 feet to a 1/2" iron pin set;

Thence along a curve to the left having a radius of 150.00 feet for an arc distance of 113.90 feet (said arc being subtended by a chord of North 50°55'24" West for a distance of 111.18 feet) to a 1/2" iron pin set;

Thence North 72°40'34" West for a distance of 54.83 feet to a 1/2" iron pin set;

Thence North 17°19'26" East for a distance of 940.47 feet to a 1/2" iron pin set;

Thence South 73°37'49" East for a distance of 120.02 feet to a 1/2" iron pin set;

Thence North 50°02'48" East for a distance of 50.47 feet to a 1/2" iron pin set;

Thence South 00°00'26" West for a distance of 156.00 feet to a 1/2" iron pin set;

Thence South 89°59'42" East for a distance of 80.63 feet to a 1/2" iron pin set;

Thence South 29°10'15" East for a distance of 580.62 feet to a 1/2" iron pin set on the northwesterly right-of-way line of Hood Avenue, said 1/2" iron pin set being THE POINT OF BEGINNING.

Said tract or parcel of land contains 10.481 acres or 456,547 square feet.

FURTHER LESS AND EXCEPT THE FOLLOWING KNOWN AS GILLEM 400:

All that tract or parcel of land lying and being in Land Lots 206 and 211 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 1 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 65°12'14" East for a grid distance of 6469.34 feet to a 1/2" iron pin set on the northwesterly right-of-way line of Hood Avenue (110 foot public r/w & varies);

Thence proceeding along said northwesterly right-of-way line of Hood Avenue the following courses and distances:

South 16°07'29" West for a distance of 59.88 feet to a 1/2" iron pin set;

Thence South 60°49'45" West for a distance of 606.05 feet to a 1/2" iron pin set;

Thence North 74°27'58" West for a distance of 76.76 feet to a 1/2" iron pin set;

Thence South 60°49'45" West for a distance of 28.00 feet to a 1/2" iron pin set, said 1/2" iron pin set being THE POINT OF BEGINNING.

Thence South 60°49'45" West for a distance of 28.00 feet to a 1/2" iron pin set;

Thence South 16°07'29" West for a distance of 76.76 feet to a 1/2" iron pin set;

Thence South 60°49'45" West for a distance of 506.14 feet to a 1/2" iron pin set;

Thence North 74°27'58" West for a distance of 76.76 feet to a 1/2" iron pin set;

Thence South 60°49'45" West for a distance of 56.00 feet to a 1/2" iron pin set;

Thence South 11°19'31" East for a distance of 35.00 feet to a 1/2" iron pin set;

Thence departing said northwesterly right-of-way line of Hood Avenue North 72°41'00" West for a distance of 286.70 feet to a 1/2" iron pin set;

Thence North 17°19'00" East for a distance of 1387.75 feet to a 1/2" iron pin set;

Thence North 72°41'00" West for a distance of 293.03 feet to a 1/2" iron pin set;

Thence North 17°18'42" East for a distance of 462.58 feet to a 1/2" iron pin set;

Thence South 86°40'45" East for a distance of 179.24 feet to a 1/2" iron pin set;

Thence South 14°49'06" West for a distance of 365.00 feet to a 1/2" iron pin set;

Thence South 73°37'49" East for a distance of 674.98 feet to a 1/2" iron pin set;

Thence South 17°19'26" West for a distance of 940.47 feet to a 1/2" iron pin set;

Thence South 72°40'34" East for a distance of 54.83 feet to a 1/2" iron pin set;

Thence along a curve to the right having a radius of 150.00 feet for an arc distance of 113.90 feet (said arc being subtended by a chord of South 72°40'34" East for a distance of 111.18 feet) to a 1/2" iron pin set;

Thence South 29°10'15" East for a distance of 30.00 feet to a 1/2" iron pin set on the northwesterly right-of-way line of Hood Avenue, said 1/2" iron pin set being THE POINT OF BEGINNING.

Said tract or parcel of land contains 22.514 acres or 980,727 square feet.

FURTHER LESS AND EXCEPT THE FOLLOWING KNOWN AS GILLEM 800:

All that tract or parcel of land lying and being in Land Lots 205, 206, 211 and 212 of the 12th Land District, City of Forest Park, Clayton County, Georgia, said tract or parcel of land being more fully shown and designated 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 70°44'43" East for a grid distance of 7499.46 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 & varies; private road), said 1/2" iron pin set being the POINT OF BEGINNING.

Thence proceeding along said southeasterly right-of-way line of Hood Avenue the following courses and distances:

South 57°43'20" East for a distance of 42.56 feet to a 1/2" iron pin set;

Thence North 77°16'40" East for a distance of 6.09 feet to a 1/2" iron pin set at the intersection of said southeasterly right-of-way line of Hood Avenue and the southwesterly right-of-way line of a proposed road (proposed 60' public r/w; dedication pending);

Thence North 77°16'40" East for a distance of 65.92 feet to a 1/2" iron pin set;

Thence departing said southeasterly right-of-way line of Hood Avenue South 29°00'00" East for a distance of 642.23 feet to a 1/2" iron pin set;

Thence South 25°00'00" East for a distance of 612.04 feet to a 1/2" iron pin set on the cul-de-sac of the aforementioned proposed road;

Thence along a cul-de-sac curve to the right having a radius of 120.00 feet for an arc distance of 237.56 feet (said arc being subtended by a chord of North 70°10'30" West for a distance of 200.62 feet) to a 1/2" iron pin set;

Thence departing said southwesterly right-of-way line of said Proposed Road South 64°30'48" West for a distance of 967.68 feet to a 1/2" iron pin set;

Thence South 25°19'12" East for a distance of 56.35 feet to a 1/2" iron pin set;

Thence South 60°44'26" West for a distance of 374.05 feet to a 1/2" iron pin set;

Thence North 29°06'38" West for a distance of 328.22 feet to a 1/2" iron pin set

Thence South 62°54'08" West for a distance of 336.69 feet to a 1/2" iron pin set;

Thence North 26°57'41" West for a distance of 613.51 feet to a 1/2" iron pin set;

Thence North 73°27'06" West for a distance of 330.74 feet to a 1/2" iron pin set;

Thence North 29°10'15" West for a distance of 189.97 feet to a 1/2" iron pin set on the southeasterly right-of-way line of Hood Avenue;

Thence proceeding along said southeasterly right-of-way line of Hood Avenue the following courses and distances:

North 60°49'45" East for a distance of 1197.47 feet to a 1/2" iron pin set;

Thence along a curve to the right having a radius of 645.00 feet for an arc distance of 184.50 feet (said arc being subtended by a chord of North 70°43'20" East for a distance of 183.87 feet) to a 1/2" iron pin set;

Thence North 78°55'02" East for a distance of 352.32 feet to a 1/2" iron pin set;

Thence departing said southeasterly right-of-way line of Hood Avenue South 11°04'58" East for a distance of 41.47 feet to a 1/2" iron pin set;

Thence North 77°25'28" East for a distance of 146.05 feet to a 1/2" iron pin set;

Thence North 11°04'58" West for a distance of 37.67 feet to a 1/2" iron pin set on the southeasterly right-of-way line of Hood Avenue;

Thence proceeding along said southeasterly right-of-way line of Hood Avenue North 78°55'02" East for a distance of 129.66 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 54.679 acres or 2,381,826 square feet.

FURTHER LESS AND EXCEPT THE FOLLOWING KNOWN AS GILLEM 900:

All that tract or parcel of land lying and being in Land Lots 204 and 205 of the 12th Land District, City of Forest Park, Clayton County, Georgia, said tract or parcel of land being more fully shown and designated 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 179, 180, 205 and 206;

Thence proceeding along the south line of Land Lot 205 South 89°16'50" East for a distance of 1612.92 feet to a 1/2" iron pin set, said 1/2" iron pin set being the POINT OF BEGINNING;

Thence departing said south line of Land Lot 205 North 25°19'12" West for a distance of 2122.24 feet to a 1/2" iron pin set;

Thence North 64°30'48" East for a distance of 967.68 feet to a 1/2" iron pin set on a cul-de-sac right-of-way line of a Proposed Road (proposed 60' public r/w; dedication pending);

Thence proceeding along said cul-de-sac right-of-way line along a curve to the left having a radius of 120.00 feet for an arc distance of 237.56 feet (said arc being subtended by a chord of South 70°10'30" East for a distance of 200.62 feet) to a 1/2" iron pin set;

Thence departing said cul-de-sac right-of-way line South 25°00'00" East for a distance of 110.38 feet to a 1/2" iron pin set;

Thence South 86°54'39" East for a distance of 154.91 feet to a 1/2" rebar found;

Thence South 26°43'10" East for a distance of 997.00 feet to a PK (masonry) nail set;

Thence South 13°56'51" East for a distance of 16.59 feet to a PK nail found;

Thence South 26°34'49" East for a distance of 537.58 feet to a 1/2" iron pin set;

Thence South 54°40'07" East for a distance of 159.68 feet to a 1/2" iron pin set;

Thence South 89 degree 36'44" East for a distance of 109.44 feet to a 1/2" iron pin set;

Thence South 32°34'04" East for a distance of 167.03 feet to a 1/2" iron pin set;

Thence South 00 degree 09'16" West for a distance of 259.87 feet to a 1/2" rebar found;

Thence North 89 degree 55'12" West for a distance of 344.72 feet to a disturbed PK (masonry) nail found;

Thence South 09 degree 43'54" West for a distance of 294.27 feet to a 1" brass disk found on the south line of Land Lot 205;

Thence proceeding along said south line of Land Lot 205 North 89°16'50" West for a distance of 212.35 feet to a computed point;

Thence North 89°16'50" West for a distance of 413.73 feet to a computed point;

Thence North 89°16'50" West for a distance of 357.22 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 68.744 acres or 2,994,507 square feet.

FURTHER LESS AND EXCEPT THE FOLLOWING KNOWN AS GILLEM 1100:

All that tract or parcel of land lying and being in Land Lots 207 and 210 of the 12th Land District, City of Forest Park, Clayton County, Georgia, said tract or parcel of land being more fully shown and designated 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 along the West line of Land Lot 210 South 00°46'02" West for a distance of 1519.17 feet to a 1/2" iron pin set, said 1/2" iron pin set being the POINT OF BEGINNING;

Thence departing said west line of Land Lot 210 North 90°00'00" East for a distance of 1931.13 feet to a 1/2" iron pin set;

Thence along a curve to the left having a radius of 77.30 feet for an arc distance of 14.13 feet (said arc being subtended by a chord of South 52°57'32" West for a distance of 14.11 feet) to a computed point;

Thence along a curve to the left having a radius of 96.05 feet for an arc distance of 18.21 feet (said arc being subtended by a chord of South 44°17'17" West for a distance of 18.18 feet) to a computed point;

Thence along a curve to the left having a radius of 245.69 feet for an arc distance of 16.34 feet (said arc being subtended by a chord of South 36°57'06" West for a distance of 16.33 feet) to a computed point;

Thence along a curve to the left having a radius of 188.39 feet for an arc distance of 12.88 feet (said arc being subtended by a chord of South 33°05'15" West for a distance of 12.88 feet) to a computed point;

Thence along a curve to the left having a radius of 181.42 feet for an arc distance of 12.81 feet (said arc being subtended by a chord of South 29°06'21" West for a distance of 12.80 feet) to a computed point;

Thence along a curve to the left having a radius of 95.83 feet for an arc distance of 30.13 feet (said arc being subtended by a chord of South 18°04'37" West for a distance of 30.00 feet) to a computed point;

Thence along a curve to the left having a radius of 82.47 feet for an arc distance of 43.62 feet (said arc being subtended by a chord of South 06°04'54" East for a distance of 43.11 feet) to a computed point;

Thence along a curve to the left having a radius of 84.36 feet for an arc distance of 46.27 feet (said arc being subtended by a chord of South 36°56'53" East for a distance of 45.70 feet) to a computed point;

Thence along a curve to the left having a radius of 150.24 feet for an arc distance of 28.75 feet (said arc being subtended by a chord of South 58°08'40" East for a distance of 28.71 feet) to a computed point;

Thence along a curve to the left having a radius of 678.19 feet for an arc distance of 24.23 feet (said arc being subtended by a chord of South 64°38'59" East for a distance of 24.22 feet) to a computed point;

Thence South 64°29'56" East for a distance of 15.70 feet to a computed point;

Thence South 62°54'06" East for a distance of 37.82 feet to a computed point;

Thence South 62°03'19" East for a distance of 12.50 feet to a computed point;

Thence along a curve to the left having a radius of 1538.80 feet for an arc distance of 16.01 feet (said arc being subtended by a chord of South 13°48'37" West for a distance of 16.01 feet) to a computed point;

Thence along a curve to the left having a radius of 4382.60 feet for an arc distance of 40.94 feet (said arc being subtended by a chord of South 13°14'40" West for a distance of 40.94 feet) to a computed point;

Thence along a curve to the left having a radius of 1430.15 feet for an arc distance of 23.82 feet (said arc being subtended by a chord of South 12°29'59" West for a distance of 23.82 feet) to a computed point;

Thence along a curve to the left having a radius of 197.77 feet for an arc distance of 20.29 feet (said arc being subtended by a chord of South 09°05'00" West for a distance of 20.28 feet) to a computed point;

Thence along a curve to the left having a radius of 110.93 feet for an arc distance of 21.06 feet (said arc being subtended by a chord of South 00°42'18" West for a distance of 21.03 feet) to a computed point;

Thence along a curve to the left having a radius of 96.45 feet for an arc distance of 26.87 feet (said arc being subtended by a chord of South 12°42'56" East for a distance of 26.78 feet) to a computed point;

Thence along a curve to the left having a radius of 135.35 feet for an arc distance of 22.43 feet (said arc being subtended by a chord of South 25°26'44" East for a distance of 22.41 feet) to a computed point;

Thence along a curve to the left having a radius of 173.64 feet for an arc distance of 17.71 feet (said arc being subtended by a chord of South 33°06'55" East for a distance of 17.70 feet) to a computed point;

Thence along a curve to the right having a radius of 166.96 feet for an arc distance of 7.78 feet (said arc being subtended by a chord of South 27°58'06" East for a distance of 7.78 feet) to a computed point;

Thence along a curve to the right having a radius of 650.47 feet for an arc distance of 11.07 feet (said arc being subtended by a chord of South 26°08'42" East for a distance of 11.07 feet) to a computed point;

Thence along a curve to the right having a radius of 135.14 feet for an arc distance of 14.92 feet (said arc being subtended by a chord of South 14°05'06" West for a distance of 14.92 feet) to a computed point;

Thence along a curve to the left having a radius of 130.40 feet for an arc distance of 29.34 feet (said arc being subtended by a chord of South 10°48'15" West for a distance of 29.27 feet) to a computed point;

Thence along a curve to the left having a radius of 123.46 feet for an arc distance of 16.01 feet (said arc being subtended by a chord of South 00°38'35" West for a distance of 16.00 feet) to a computed point;

Thence along a curve to the left having a radius of 272.93 feet for an arc distance of 17.51 feet (said arc being subtended by a chord of South 04°54'39" East for a distance of 17.51 feet) to a computed point;

Thence along a curve to the left having a radius of 155.99 feet for an arc distance of 22.60 feet (said arc being subtended by a chord of South 10°53'55" East for a distance of 22.58 feet) to a computed point;

Thence along a curve to the left having a radius of 233.33 feet for an arc distance of 36.40 feet (said arc being subtended by a chord of South 04°12'42" West for a distance of 36.36 feet) to a computed point;

Thence along a curve to the left having a radius of 308.51 feet for an arc distance of 24.15 feet (said arc being subtended by a chord of South 02°29'59" East for a distance of 24.14 feet) to a computed point;

Thence along a curve to the left having a radius of 82.71 feet for an arc distance of 35.90 feet (said arc being subtended by a chord of South 17°10'42" East for a distance of 35.62 feet) to a computed point;

Thence along a curve to the left having a radius of 91.50 feet for an arc distance of 20.12 feet (said arc being subtended by a chord of South 35°54'46" East for a distance of 20.08 feet) to a computed point;

Thence along a curve to the left having a radius of 178.58 feet for an arc distance of 15.64 feet (said arc being subtended by a chord of South 44°43'13" East for a distance of 15.64 feet) to a computed point;

Thence along a curve to the left having a radius of 344.58 feet for an arc distance of 26.78 feet (said arc being subtended by a chord of South 49°27'21" East for a distance of 26.77 feet) to a computed point;

Thence South 49°02'09" East for a distance of 15.79 feet to a computed point;

Thence South 22°36'56" East for a distance of 20.33 feet to a computed point;

Thence along a curve to the left having a radius of 255.86 feet for an arc distance of 28.68 feet (said arc being subtended by a chord of South 26°03'39" East for a distance of 28.66 feet) to a computed point;

Thence along a curve to the left having a radius of 424.11 feet for an arc distance of 30.92 feet (said arc being subtended by a chord of South 31°21'38" East for a distance of 30.92 feet) to a computed point;

Thence South 16°26'48" East for a distance of 48.13 feet to a computed point;

Thence South 30°02'27" West for a distance of 12.11 feet to a computed point;

Thence South 26°59'29" West for a distance of 7.30 feet to a computed point;

Thence South 26°39'37" West for a distance of 12.55 feet to a computed point;

Thence South 33°28'11" West for a distance of 13.59 feet to a computed point;

Thence along a curve to the left having a radius of 317.41 feet for an arc distance of 19.31 feet (said arc being subtended by a chord of South 31°12'11" West for a distance of 19.31 feet) to a computed point;

Thence along a curve to the left having a radius of 568.38 feet for an arc distance of 24.24 feet (said arc being subtended by a chord of South 28°14'17" West for a distance of 24.24 feet) to a computed point;

Thence along a curve to the left having a radius of 286.21 feet for an arc distance of 32.03 feet (said arc being subtended by a chord of South 22°38'45" West for a distance of 32.01 feet) to a computed point;

Thence along a curve to the left having a radius of 148.12 feet for an arc distance of 27.10 feet (said arc being subtended by a chord of South 13°58'42" West for a distance of 27.06 feet) to a computed point;

Thence along a curve to the left having a radius of 916.10 feet for an arc distance of 26.80 feet (said arc being subtended by a chord of South 07°53'58" West for a distance of 26.80 feet) to a computed point;

Thence along a curve to the left having a radius of 140.25 feet for an arc distance of 14.74 feet (said arc being subtended by a chord of South 04°03'02" West for a distance of 14.73 feet) to a computed point;

Thence along a curve to the left having a radius of 267.09 feet for an arc distance of 20.10 feet (said arc being subtended by a chord of South 01°07'00" East for a distance of 20.10 feet) to a computed point;

Thence along a curve to the left having a radius of 112.08 feet for an arc distance of 19.22 feet (said arc being subtended by a chord of South 08°11'10" East for a distance of 19.20 feet) to a computed point;

Thence South 14°47'36" East for a distance of 12.56 feet to a computed point;

Thence South 17°29'08" East for a distance of 16.40 feet to a computed point;

Thence South 19°10'29" East for a distance of 23.86 feet to a computed point;

Thence South 20°41'39" East for a distance of 20.56 feet to a computed point;

Thence South 22°51'19" East for a distance of 7.15 feet to a computed point;

Thence South 25°46'53" West for a distance of 9.14 feet to a computed point;

Thence along a curve to the left having a radius of 136.51 feet for an arc distance of 19.24 feet (said arc being subtended by a chord of South 28°45'04" West for a distance of 19.23 feet) to a computed point;

Thence along a curve to the left having a radius of 105.19 feet for an arc distance of 17.73 feet (said arc being subtended by a chord of South 19°53'06" West for a distance of 17.71 feet) to a computed point;

Thence South 11°27'29" West for a distance of 11.36 feet to a computed point;

Thence South 31°14'07" West for a distance of 6.84 feet to a computed point;

Thence along a curve to the left having a radius of 95.38 feet for an arc distance of 17.51 feet (said arc being subtended by a chord of South 23°41'55" West for a distance of 17.48 feet) to a computed point;

Thence South 16°01'16" West for a distance of 14.44 feet to a computed point;

Thence South 42°29'40" West for a distance of 2.28 feet to a computed point;

Thence along a curve to the left having a radius of 83.26 feet for an arc distance of 33.55 feet (said arc being subtended by a chord of South 40°02'10" West for a distance of 33.32 feet) to a computed point;

Thence along a curve to the left having a radius of 128.94 feet for an arc distance of 20.21 feet (said arc being subtended by a chord of South 24°00'08" West for a distance of 20.19 feet) to a computed point;

Thence along a curve to the left having a radius of 153.77 feet for an arc distance of 22.37 feet (said arc being subtended by a chord of South 15°20'35" West for a distance of 22.35 feet) to a computed point;

Thence along a curve to the left having a radius of 83.94 feet for an arc distance of 36.51 feet (said arc being subtended by a chord of South 01°17'03" East for a distance of 36.22 feet) to a computed point;

Thence along a curve to the left having a radius of 110.81 feet for an arc distance of 17.61 feet (said arc being subtended by a chord of South 18°17'45" East for a distance of 17.59 feet) to a computed point;

Thence South 25°07'49" East for a distance of 17.31 feet to a computed point;

Thence South 27°41'54" East for a distance of 8.36 feet to a computed point;

Thence South 86°01'28" West for a distance of 4.84 feet to a computed point;

Thence South 86°34'23" West for a distance of 13.91 feet to a computed point;

Thence North 89°40'25" West for a distance of 6.44 feet to a computed point;

Thence along a curve to the right having a radius of 316.19 feet for an arc distance of 13.92 feet (said arc being subtended by a chord of North 86°30'42" West for a distance of 13.92 feet) to a computed point;

Thence along a curve to the left having a radius of 75.00 feet for an arc distance of 78.96 feet (said arc being subtended by a chord of South 64°35'24" West for a distance of 75.36 feet) to a 1/2" iron pin set;

Thence South 34°25'51" West for a distance of 93.67 feet to a 1/2" iron pin set;

Thence North 57°06'08" West for a distance of 321.12 feet to a 1/2" iron pin set;

Thence North 89°43'07" West for a distance of 501.69 feet to a 1/2" iron pin set;

Thence South 71°30'16" West for a distance of 52.82 feet to a 1/2" rebar found;

Thence South 82°33'40" West for a distance of 1086.76 feet to a concrete monument found at the common corner of Land Lots 207, 208, 209 and 210;

Thence along the west line of Land Lot 210 North 00°46'02" East for a distance of 1395.07 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 60.876 acres or 2,651,760 square feet.

FURTHER LESS AND EXCEPT THE FOLLOWING KNOWN AS GILLEM 1200:

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°02'55" 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°00'00" East for a distance of 293.65 feet to a 1/2" iron pin set;

Thence South 61°41'04" 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°28'36" East for a distance of 96.77 feet) to a computed point;

Thence South 38°42'57" 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°51'47" 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°02'54" East for a distance of 53.21 feet) to a computed point;

Thence South 32°53'08" East for a distance of 20.38 feet to a computed point;

Thence South 27°42'30" East for a distance of 77.12 feet to a 1/2" iron pin set;

Thence South 03°10'53" East for a distance of 43.73 feet to a 1/2" iron pin set;

Thence South 03°10'53" East for a distance of 1102.61 feet to a 1/2" iron pin set;

Thence South 80°53'30" West for a distance of 665.03 feet to a 1/2" iron pin set;

Thence North 78°24'57" 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°04'04" West for a distance of 168.95 feet to a 1/2" iron pin set;

Thence North 35°29'51" East for a distance of 44.00 feet to a 1/2" iron pin set;

Thence North 05°39'35" 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°19'43" East for a distance of 778.43 feet) to a 1/2" iron pin set;

Thence North 10°19'15" 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°59'26" 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.

FURTHER LESS AND EXCEPT THE FOLLOWING KNOWN AS THE WAKEN PARCEL:

All that tract or parcel of land lying and being located in Land Lots 207 and 210 of the 12th District, Clayton County, Georgia, and being more particularly described as follows:

COMMENCE at a concrete monument found at the corner common to Land Lots 209, 210, 239, and 240; thence leave the said corner common to Land Lots 209, 210, 239, and 240 and run along the line common to Land Lots 209 and 210 South 00°46'02" West a distance of 2914.24 feet to a concrete monument found, said concrete monument found being located at the corner common to Land Lot 207, 208, 209, and 210, said concrete monument found being the TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence leave the corner common to Land Lots 207, 208, 209, and 210 and run North 82°33'00" East a distance of 1086.88 feet to a #4 rebar set; thence turning and continuing South 00°02'34" East a distance of 728.54 feet to a #4 rebar set; thence turning and continuing North 89°12'53" West a distance of 1090.39 feet to a #4 rebar set; thence turning and continuing North 08°17'03" East a distance of 225.40 feet to a #4 rebar set; thence turning and continuing North 03°20'43" West a distance of 350.22 feet to a concrete monument found, said concrete

monument found being located at the corner common to Land Lots 207,208,209, and 210. Said concrete monument found and being the TRUE POINT OF BEGINNING.

Said Tract contains 16.00 acres (696,936.2 square feet) per Boundary Survey prepared by Lowe Engineers for Waken Company, dated 12-8-2016.

FURTHER LESS AND EXCEPT THE FOLLOWING KNOWN AS THE SUBSTATION PARCEL:

All that tract or parcel of land lying and being in Land Lot 211 of the 12th District, City of Forest Park, Clayton County, Georgia, and being more particularly described as follows:

Commence at a concrete monument found at the corner common to Land Lots 210, 209, 239, and 240, having Georgia State Plane, West Zone, NAO 83 coordinates: Northing 1,321,159.03 feet, and Easting 2,243,681.16 feet; thence run South 66°26'54" East a distance of 4735.24 feet to an iron pin set, said point being the TRUE POINT OF BEGINNING, having Georgia State Plane, West Zone, NAO 83 coordinates: Northing 1,319,266.95 feet, and Easting 2,248,021.95 feet.

From TRUE POINT OF BEGINNING being thus established, run North 72°41'00" West a distance of 335.95 feet to an iron pin set; thence run North 15°12'52" East a distance of 281.94 feet to an iron pin set; thence run South 77°09'44" East a distance of 347.44 feet to an iron pin set; thence run South 17°20'01" West a distance of 308.88 feet to an iron pin set, said point being the TRUE POINT OF BEGINNING.

Said Tract containing 2.31 acres (1 00,821 square feet).

EXHIBIT B
DESCRIPTION OF PROJECT

Scope of work:

1. Upgrade traffic signalization
2. Relocate existing utilities
3. Add a right hand turn lane
4. Install curb, gutter and sidewalk where required
5. Install Marta bus stops if required
6. Mill and repave areas to blend to new asphalt
7. Restripe intersection where required
8. Regrade and grass disturbed areas

EXHIBIT C
APPROVED PROJECT BUDGET

(To be subsequently added by supplement to this Agreement pursuant to Section 3.1.4 hereof)

EXHIBIT D-1 INITIAL PROJECT CONSTRUCTION SCHEDULE

Task Name	Q1			Q2			Q3			Q4			Q1		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1 SR. 42 (MORELAND AVE) @ HOOD AVE															SR. 42 (MOR
2 Sr. 42 (Moreland Ave) @ Hood Ave															Sr. 42 (Morelanc
3 Sign Purchase Orders															Sign Purchase Orders
4 Material Submittals															Material Submittals
5 Submittal Approvals / Release Materials															Submittal Approvals / Release Materials
6 Receive Signals Materials															Receive Signals Materials
7 Waiting on Mast Arms															Waiting on Mast Arms
8 Turn Lane Work															Turn Lane Work
9 Install Foundations															Install Foundations
10 Install Bores and Underground															Install Bores and Underground
11 Aerial Work															Aerial Work
12 Striping															Striping
13 30 Day															30 Day

EXHIBIT D-2
FINAL PROJECT CONSTRUCTION SCHEDULE

(To be subsequently added by supplement to this Agreement pursuant to Section 3.1.5 hereof)