

**ASSIGNMENT OF BOND, LEASE AND OTHER BOND DOCUMENTS FOR THE
GILLEM BOND DOCUMENTS**

(Space above this line is for recording data.)

After recording, please return to:

Cross Reference to Clayton County Records:

Attn: _____

Tax Parcel No.: 12204 212006

(i) Memorandum of Lease, recorded at Deed Book 11695, Page 260; (ii) Assignment and Security Agreement, recorded at Deed Book 11695, Page 268; (iii) UCC-1 Fixture Filing, recorded at Deed Book 11695, Page 276, as amended by UCC Financing Statement Amendment recorded at Deed Book 12249, Page 268; and (vi) Assignment of Bond, Lease and Other Documents, recorded at Deed Book 12249, Page 255.

ASSIGNMENT OF BOND, LEASE AND OTHER BOND DOCUMENTS

This **ASSIGNMENT OF BOND, LEASE AND OTHER DOCUMENTS** (this “Assignment”), dated as of _____, 2025 (the “Effective Date”), is by and between **THE REALTY ASSOCIATES FUND XII PORTFOLIO, L.P.**, a Delaware limited partnership (the “Assignor”), and **BAL 2070 ANVIL INDUSTRIAL OWNER LLC**, a Delaware limited liability company (the “Assignee”), and is acknowledged by the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK** (the “Issuer”), a downtown development authority and public body corporate and politic created and existing under the laws of the State of Georgia.

W I T N E S S E T H:

WHEREAS, pursuant to a bond resolution adopted by the Issuer on September 26, 2019 (the “**Bond Resolution**”), the Issuer issued its Downtown Development Authority of the City of Forest Park Economic Development Revenue Bond (Forest Park Development Partners Project), Series 2019 in the maximum principal amount of \$18,500,000 (the “**Bond**”) for the purpose of financing the costs of acquiring land (the “**Site**”), as more fully described on Exhibit A attached hereto, on which the Assignor planned to construct an approximately 369,720 square foot distribution facility and related improvements, building fixtures and building equipment (collectively, the “**Improvements**” and together with the Site, the “**Project**”), located within the central business district of the City of Forest Park, Georgia at 2070 Anvil Block Road, Forest Park, Georgia, and to finance related costs; and

WHEREAS, in connection with the issuance of the Bond, the Issuer and Gillem Logistics Center Building 400/500, LLC (the “Original Lessee”) executed the documents described on Exhibit B attached hereto and incorporated herein by reference (the “**Bond Documents**”); and

WHEREAS, a Fixture Filing related to the Assignment and Security Agreement identified as Item 4 on Exhibit B was also recorded as noted in the heading of this Assignment in the Clayton County, Georgia, Real Estate Records (the “**Fixture Filing**”), and a corresponding UCC 1 financing

statement was centrally indexed in the records of the Georgia Superior Court Clerks' Cooperative Authority ("GSCCCA") as No.031-2019-001286 (the "UCC"); and

WHEREAS, the Original Lessee assigned the Bond Documents to Assignor pursuant to that certain Assignment of Bond, Lease and Other Documents between the Original Lessee and the Assignor dated as of December 4, 2020 recorded at Deed Book 12249, Page 255, Clayton County, Georgia records; and

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

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

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

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

3. Issuer's Acknowledgment and Recourse. The Issuer acknowledges the foregoing assignment by the Assignor. As of the Effective Date hereof, the Issuer acknowledges that it shall look solely and exclusively to the Assignee for the payment or performance of the covenants, liabilities and obligations set forth in the Bond Documents arising from and after the Effective Date hereof and shall have no recourse whatsoever against the Assignor and hereby releases the Assignor with respect to such covenants, liabilities and obligations arising from and after the Effective Date hereof. The Issuer acknowledges and agrees to the assumption by the Assignee of all covenants, liabilities and obligations imposed on the "Lessee," "Bond Buyer" and "Seller" under the Bond Documents arising from and after the Effective Date hereof and shall have no recourse whatsoever against the Assignee with respect to such covenants, liabilities and obligations arising prior to the

Effective Date hereof. The Assignor shall remain liable for all such obligations, covenants, agreements and liabilities arising prior to the Effective Date hereof.

4. Assignee's Investment Confirmation. The Bond is being simultaneously assigned herewith. The Assignee hereby confirms that: (i) the Assignee is acquiring the Bond as an investment for its own account and not with a view to distribution or resale; (ii) the Assignee understands the limited source of payment and the limited security for the Bond and has conducted its own due diligence investigation as to the Bond and sources of payment of the Bond and interest thereon and in the conduct of such investigation, the transferee has not relied on any representations of the Issuer; (iii) the Assignee understands the risks involved in investing in the Bond and has the financial ability to accept such risk; (iv) the Assignee understands that neither the Issuer, the Assignor nor any other Person is required, by the terms of such Bond or the Bond Purchase Agreement referenced therein and identified as Item 1 on Exhibit B, to provide continuing disclosure with respect to the Bond under Securities and Exchange Commission Rule 15c2-12; (v) the subsequent transfer of the Bond by the Assignee shall also be subject to the restrictions contained in Section 10 of the Bond Purchase Agreement; and (vi) the Assignee agrees to comply with the obligations of the "Bond Buyer" under the Bond Purchase Agreement, arising from and after the Effective Date hereof.

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

6. Amendments. The Bond Documents are hereby amended as follows:

(a) The Assignee is hereby substituted for the Assignor as the "Lessee," the "Bond Buyer" and "Seller," as applicable.

(b) To provide that the address for notices of the Assignee shall be as follows (subject to the provisions of the Bond Documents providing for subsequent changes therein):

To the Assignee:

Attn: _____
Telephone: _____
Email: _____

7. Issuance and Registration of Bond. The Assignor shall surrender the original of Bond No. R-2 to the registrar for registration of transfer and shall cause a replacement Bond No. R-3 to be issued and registered in the name of the Assignee on the Effective Date. The Assignor represents and warrants to the Issuer and the Assignee that (i) the schedule of advances and payments attached to Bond No. R-2, which is to be attached to Bond No. R-3, is correct and

complete, (ii) the amount advanced under the Bond represents the full amount of the aggregate costs and expenses paid or incurred in connection with and permitted by the Act to be paid or reimbursed from Bond proceeds, and (iii) the aggregate amount advanced under the Bond is \$18,500,000. The Assignee acknowledges and agrees that additional advances can no longer be made under the Bond.

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

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

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

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

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

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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

Signed and sealed in the presence of:

ASSIGNOR:

**THE REALTY ASSOCIATES FUND XII
PORTFOLIO, L.P.**, a Delaware
limited partnership

Unofficial Witness

By: The Realty Associates Fund XII, L.P.,
its general partner

Notary Public

By: The Realty Associates Fund XII,
LLC, its general Partner

My Commission Expires:_____

By: _____

Name: _____

Title: _____

[NOTARIAL SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

Signed and sealed in the presence of:

ASSIGNEE:

**BAL 2070 ANVIL INDUSTRIAL OWNER
LLC**, a Delaware limited liability company

Unofficial Witness

By: _____(SEAL)

Name:

Title:

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

ISSUER'S ACKNOWLEDGMENT AND RELEASE

The undersigned acknowledges to the foregoing Assignment of Bond, Lease and Other Bond Documents (the “**Assignment**”), agrees to the assumption of all obligations of the Assignor under the Bond Documents by the Assignee, and hereby releases the Assignor from any liability for all obligations, covenants, agreements and liabilities under the Bond Documents arising from and after the Effective Date of the Assignment. The Assignor shall remain liable for all obligations, covenants, agreements and liabilities under the Bond Documents arising prior to the Effective Date of the Assignment. As used herein, capitalized terms shall have the meanings ascribed thereto in the Assignment.

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

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

Signed and sealed in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

[AUTHORITY SEAL]

[NOTARIAL SEAL]

EXHIBIT A

LEGAL DESCRIPTION

Gillem Logistics-2070 Anvil Block Road, Forest Park, Georgia

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FOREST PARK, COUNTY OF CLAYTON, STATE OF GEORGIA AND IS DESCRIBED AS FOLLOWS:

TRACT 1:

(BUILDING SITES 400 AND 500)

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, Georgia 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 degrees 12 minutes 14 seconds east for a grid distance of 6469.34 feet to a 1/2 inch 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 degrees 07 minutes 29 seconds west for a distance of 59.88 feet to a 1/2 inch iron pin set; thence south 60 degrees 49 minutes 45 seconds west for a distance of 606.05 feet to a 1/2 inch iron pin set; thence north 74 degrees 27 minutes 58 seconds west for a distance of 76.76 feet to a 1/2 inch iron pin set; thence south 60 degrees 49 minutes 45 seconds west for a distance of 28.00 feet to a 1/2 inch iron pin set, said 1/2 inch iron pin set being the point of beginning. thence south 60 degrees 49 minutes 45 seconds west for a distance of 28.00 feet to a 1/2 inch iron pin set; thence south 16 degrees 07 minutes 29 seconds west for a distance of 76.76 feet to a 1/2 inch iron pin set; thence south 60 degrees 49 minutes 45 seconds west for a distance of 506.14 feet to a 1/2 inch iron pin set; thence north 74 degrees 27 minutes 58 seconds west for a distance of 76.76 feet to a 1/2 inch iron pin set; thence south 60 degrees 49 minutes 45 seconds west for a distance of 56.00 feet to a 1/2 inch iron pin set; thence south 11 degrees 19 minutes 31 seconds east for a distance of 35.00 feet to a 1/2 inch iron pin set; thence departing said northwesterly right-of-way line of hood avenue north 72 degrees 41 minutes 00 seconds west for a distance of 286.70 feet to a 1/2 inch iron pin set; thence north 17 degrees 19 minutes 00 seconds east for a distance of 1387.75 feet to a 1/2 inch iron pin set; thence north 72 degrees 41 minutes 00 seconds west for a distance of 293.03 feet to a 1/2 inch iron pin set; thence north 17 degrees 18 minutes 42 seconds east for a distance of 462.58 feet to a 1/2 inch iron pin set; thence south 86 degrees 40 minutes 45 seconds east for a distance of 179.24 feet to a 1/2 inch iron pin set; thence south 14 degrees 49 minutes 06 seconds west for a distance of 365.00 feet to a 1/2 inch iron pin set; thence south 73 degrees

37 minutes 49 seconds east for a distance of 674.98 feet to a 1/2 inch iron pin set; thence south 17 degrees 19 minutes 26 seconds west for a distance of 940.47 feet to a 1/2 inch iron pin set; thence south 72 degrees 40 minutes 34 seconds east for a distance of 54.83 feet to a 1/2 inch 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 degrees 40 minutes 34 seconds east for a distance of 111.18 feet) to a 1/2 inch iron pin set; thence south 29 degrees 10 minutes 15 seconds east for a distance of 30.00 feet to a 1/2 inch iron pin set on the northwesterly right-of-way line of Hood Avenue, said 1/2 inch iron pin set being the point of beginning.

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

Less and except the property conveyed by Limited Warranty Deed by and between Gillem Logistics Center Building 400/500, LLC, a Georgia limited liability company, and Gillem Logistics Center Building 330, LLC, a Georgia Limited Liability Company, dated November 16, 2018, recorded November 27, 2018 in Deed Book 11425, page 659, aforesaid records.

Also described as:

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, 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 72 degrees 04 minutes 25 seconds East for a grid distance of 4858.09 feet to a 1/2" iron pin set; said 1/2" iron pin set being the Point Of Beginning.

Thence South 86 degrees 40 minutes 45 seconds East a distance of 179.24 feet to a 1/2"iron pin set;

Thence South 14 degrees 49 minutes 06 seconds West a distance of 365.00 feet to a 1/2"iron pin set;

Thence South 73 degrees 37 minutes 49 seconds East a distance of 646.21 feet to a 1/2"iron pin set;

Thence South 17 degrees 21 minutes 55 seconds West a distance of 829.99 feet to a 1/2"iron pin set;

Thence North 72 degrees 40 minutes 34 seconds West a distance of 30.63 feet to a 1/2" iron pin set;

Thence South 17 degrees 19 minutes 26 seconds West a distance of 110.00 feet to a nail set;

Thence South 72 degrees 40 minutes 34 seconds East a distance of 114.83 feet to a PK (masonry) nail set;

Thence along a curve to the right having a radius of 150.00 feet for an arc length of 113.90 feet, being subtended by a chord of South 50 degrees 55 minutes 24 seconds East for a distance of 111.18 feet to a pk (masonry) nail set;

Thence South 29 degrees 10 minutes 15 seconds East a distance of 30.00 feet to a pk (masonry) nail set on the northwesterly right-of-way line of Hood Avenue (110' private r/w & varies);

Thence proceeding along said northwesterly right-of-way line of Hood Avenue the following courses and distances, South 60 degrees 49 minutes 45 seconds West a distance of 28.00 feet to a 1/2" iron pin set;

Thence South 16 degrees 07 minutes 29 seconds West a distance of 76.76 feet to a 1/2" iron pin set;

Thence South 60 degrees 49 minutes 45 seconds West a distance of 506.14 feet to a 1/2" iron pin set;

Thence North 74 degrees 27 minutes 58 seconds West a distance of 76.76 feet to a 1/2" iron pin set;

Thence South 60 degrees 49 minutes 45 seconds West a distance of 56.00 feet to a 1/2" iron pin set;

Thence South 11 degrees 19 minutes 31 seconds East 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 degrees 41 minutes 00 seconds West a distance of 286.70 feet to a 1/2" iron pin set;

Thence North 17 degrees 19 minutes 00 seconds East a distance of 1387.75 feet to a 1/2" iron pin set;

Thence North 72 degrees 41 minutes 00 seconds West a distance of 293.03 feet to a 1/2" iron pin set;

Thence North 17 degrees 18 minutes 42 seconds East a distance of 462.58 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 21.809 acres or 949,993 square feet.

Tract 2:

Together with easements appurtenant to said Tract 1 as contained in that certain Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Gillem Logistics Center by Urban Redevelopment Agency of the City of Forest Park, Georgia, dated June 11, 2014, filed June 12, 2014, and recorded in Deed Book 10541, Page 591, Clayton County, Georgia records.

Tract 3:

Together with easements appurtenant to said Tract 1 as contained in that certain Easement Agreement by and among Gillem GA Industrial LLC, a Delaware limited liability company, Gillem Logistics Center Building 150, LLC, a Georgia limited liability company, Gillem Logistics Center Building 300, LLC, a Georgia Limited Liability Company and Gillem Logistics Center Building 400/500, LLC, a Georgia limited liability company, dated August 8, 2017, filed for record August 11, 2017, and recorded in Deed Book 11145, Page 674, aforesaid records; as amended by that certain First Amendment to Easement Agreement by and among CPF Gillem Logistics Center 200, LLC, a Delaware limited liability company, Gillem Logistics Center Building 150, LLC, a Georgia limited liability company, CPF Gillem Logistics Center 300, LLC, a Delaware limited liability company and Gillem Logistics Center Building 400/500, LLC, a Georgia limited liability company, dated January 25, 2019, filed for record February 1, 2019 and recorded in Deed Book 11465, Page 525, aforesaid records; as further amended by that certain Second Amendment to Easement Agreement by and among CPF Gillem Logistics Center 200, LLC, a Delaware limited liability company, Gillem Logistics Industrial 150, LLC, a Delaware Limited Liability Company, CPF Gillem Logistics Center 300, LLC, a Delaware limited liability company, The Realty Associates Fund XII Portfolio, L.P., a Delaware limited partnership, and Urban Development Agency of the City of Forest Park, dated July 6, 2022, filed for record November 21, 2022, and recorded in Deed Book 13231, Page 567, aforesaid records.

Tract 4:

Together with easements appurtenant to said Tract 1 as contained in that certain Easement Agreement by and between Gillem Logistics Center Building 300, LLC, a Georgia limited liability company and Gillem Logistics Center Building 400/500, LLC, a Georgia limited liability company, dated November 16, 2018, filed for record November 27, 2018, and recorded in Deed Book 11425, Page 673, aforesaid records.

EXHIBIT B

BOND DOCUMENTS

[TO BE ATTACHED]