



**CITY OF FOREST PARK**  
**DOWNTOWN DEVELOPMENT AUTHORITY REGULAR MEETING**

Thursday, December 19, 2024 at 3:00 PM  
Council Chambers

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**Phone Number:** (404) 363.2454

**ECONOMIC DEVELOPMENT**  
745 Forest Parkway  
Forest Park, GA 30297

## AGENDA

### CALL TO ORDER/WELCOME:

**Angelyne Butler**, *Chairwoman*  
**Nachae Jones**, *Vice Chairwoman*  
**Jacklyn Faith**, *Member*  
**Nancy Howard**, *Member*  
**Tre Holland**, *Member*  
**Dhaval Shah**, *Member*  
**Eric Stallings**, *Member*

### ROLL CALL:

1. Swearing of DDA Member: Jay Evans

### ADOPTION OF THE AGENDA WITH ADDITIONS/DELETIONS:

### APPROVAL OF MINUTES:

2. Approval of October 24, 2024 Meeting Minutes
3. Approval of November 27, 2024 Special Called Meeting Minutes

### OLD BUSINESS:

### NEW BUSINESS:

4. Approval of 2025 Meeting Calendar
5. Financial Update
6. DDA Property Appraisals
7. 819 Forest Parkway Repair Update

8. Bond Assignment on Building 1200

9. City Fountain Landscape Proposals

**MAIN STREET UPDATE:**

**ECONOMIC DEVELOPMENT UPDATE:**

**EXECUTIVE SESSION:**

(Executive Session may be called for issues concerning Personnel, Litigation or Real Estate)

**ADJOURNMENT:**

*In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-4720.*



CITY OF  
**FORESTPARK**

**State of Georgia County of Clayton**

**OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES**

"I, \_\_\_\_\_, do solemnly swear and affirm that I will support the Constitution of the United States and of the State of Georgia; that I will in all respects observe the provisions of the Charter and Ordinances of the City of Forest Park; that I will well and truly perform the duties as a **Downtown Development Authority** Board Member; that I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia I am prohibited from holding; that I am otherwise qualified to hold said office according to the Constitution and laws of Georgia; and that I will to the utmost of my skill and ability endeavor to promote the interest and property of said city, without fear, favor, or affection. So help me God."

So, help me, God, or so I affirm this 16th day of December 2024.

\_\_\_\_\_  
Joann Evans  
Downtown Development Authority

Sworn to and subscribed before me, the undersigned,

\_\_\_\_\_  
Angelyne Butler, Mayor

Attest:

\_\_\_\_\_  
City Clerk, City of Forest Park



**CITY OF FOREST PARK  
DOWNTOWN DEVELOPMENT AUTHORITY REGULAR MEETING**

Thursday, October 24, 2024 at 3:00 PM  
Virtual Meeting stream YouTube Livestream

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**Phone Number:** (404) 363.2454

**ECONOMIC DEVELOPMENT**  
745 Forest Parkway  
Forest Park, GA 30297

**MINUTES**

- Angelyne Butler, Chairwoman**
- Eric Stallings, Vice Chairman**
- Jacklyn Faith, Member**
- Nancy Howard, Member**
- Tre Holland, Member**
- Dhaval Shah, Member**
- Nachae Jones, Member**

**CALL TO ORDER/WELCOME:** Chairwoman Butler called the Downtown Development Authority meeting on October 24, 2024, to order at 3:00 p.m.

**PRESENT:**

- Angelyne Butler
- Nancy Howard
- Tre Holland
- Nachae Jones

**ALSO PRESENT:**

- Ricky L. Clark, Jr., City Manager
- Danielle Matricardi, City Attorney
- John Wiggins, Director of Finance
- Nigel Wattlely, Interim Director of Public Works
- S.M. Williams, Director of Economic Development
- Rochelle Dennis, Main Street Manager
- Charise Clay, Economic Development Staff Assistant

**ADOPTION OF THE AGENDA WITH ADDITIONS/DELETIONS:** Tre Holland made a motion to adopt the agenda without any additions/deletions. Nachae Jones seconded the motion. Motion approved unanimously.

**APPROVAL OF MINUTES:**

1. **Approval of August 22, 2024, Meeting Minutes**

Tre Holland made a motion to adopt the August 22, 2024, meeting minutes. Nachae Jones seconded the motion. Motion approved unanimously.

## **OLD BUSINESS:**

## **NEW BUSINESS:**

### **2. Discussion of WCC Contract Review & Renewal**

Rochelle Dennis delivered the update:

- WCC Landscaping was the landscaper for the fountain area on Main Street. Their contract expired in August of 2024. Staff recommends not renewing the contract with WCC as the vendor for the fountain. They also recommend rebidding the project and re-engaging Duncan's Landscaping, as they were the vendor who completed the initial landscaping of the fountain. The board decided not to renew the contract with WCC.

## **EXECUTIVE SESSION:**

(Executive Session may be called for issues concerning Personnel, Litigation or Real Estate)

Nachae Jones made a motion to enter executive session at 3:12pm. Tre Holland seconded the motion. Motion approved unanimously.

Nachae Jones made a motion to exit executive session and reconvene the meeting at 4:11pm. Tre Holland seconded the motion. Motion approved unanimously.

### **3. Financial Report**

Director Wiggins delivered the update:

- The beginning budget for DDA checking account ending in 0510 was \$1,595,358 and the ending balance is \$2,238,236. The beginning budget for DDA account ending in 2023B 3693 was \$1,273,397 and the ending balance is \$1,154,685. The beginning budget for DDA Main Street checking account ending in 1160 was \$1,226,579.00 and the ending balance is \$1,080,056. Operating revenue was budgeted at \$1,429,768 and the current balance is \$1,288,374. Year to Date operating expenses total \$17,916. The Georgia Fund 1 September balance totaled \$2,027,556.49.

Nancy Howard made a motion to adopt the recommendations from the interfund analysis. Nachae Jones seconded the motion. Motion approved unanimously.

### **4. Approval of DDA Bylaws Amendment**

Rochelle Dennis delivered the update:

- The board was presented with a resolution for an amendment to the current DDA by-laws. Section 1 sub section 2 was ratified to include language regarding the Main Street program; sub section 3 discussed the changing of the meeting time from 5:30pm to 3:00pm.

Tre Holland made a motion to approve the amended by-laws. Nachae Jones seconded the motion. Motion approved unanimously.

### **5. Clear Channel Buyout**

Nancy Howard made a motion to approve the lease termination agreement with Clear Channel. Tre Holland seconded the motion. Motion approved unanimously.

## **OTHER DISCUSSION:**

Tre Holland made a motion to authorize the City Manager to execute a task order with Precision Planning for a rendering of a Maker's Studio. Nachae Jones seconded the motion. Motion approved unanimously.

**MAIN STREET UPDATE:**

Rochelle Dennis delivered the update:

- We were accepted as a Main Street Start Up Program in August of 2024. Through our vigorous activities on Main Street, we hope to be accepted as full affiliates in August of 2025. Here is a list of events that took place on Main Street in 2024: St. Patrick's Day, Main Street Food & Wine Crawl, Up Early on Main, Blues on Main, PawTober, Fall Festival, Small Business Saturday, and the Holiday Decorating Contest. 2025 proposed events included Fashion On Main: Fashion Show, Food & Wine Crawl, Up Early on Main, Blues on Main, and Holiday on Main. A Main Street logo and collateral is also in the works.

**ECONOMIC DEVELOPMENT UPDATE:**

Director Williams delivered the update:

- He has met with several real estate developers and brokers interested in opening businesses in the City. An Economic Development forum was held so residents can understand what's happening in regard to economic development in the City. The Economic Development department assisted the Planning and Community Development Department with the Georgia Outdoors Grant. There were 2 Business Retention visits during the month as well.

**ADJOURNMENT:**

Mayor Butler adjourned the meeting at 4:50pm.

*In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-4720.*



**CITY OF FOREST PARK  
DOWNTOWN DEVELOPMENT AUTHORITY SPECIAL CALLED MEETING**

Wednesday, November 27, 2024 at 3:00 PM  
Virtual Meeting Via Zoom and YouTube Livestream

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**Phone Number:** (404) 363.2454

**ECONOMIC DEVELOPMENT**  
745 Forest Parkway  
Forest Park, GA 30297

**MINUTES**

- Angelyne Butler, Chairwoman**
- Nachae Jones, Vice Chairwoman**
- Jacklyn Faith, Member**
- Nancy Howard, Member**
- Tre Holland, Member**
- Dhaval Shah, Member**
- Eric Stallings, Member**

**CALL TO ORDER/WELCOME:** Chairwoman Butler called the Downtown Development Authority Special Called Meeting to order at 3:05pm on November 27, 2024.

**PRESENT:**

- Angelyne Butler
- Eric Stallings
- Jacklyn Faith
- Nancy Howard

**ALSO PRESENT:**

- Ricky L. Clark, Jr., City Manager
- Danielle Matricardi, City Attorney
- Ed Wall, City Financial Advisor
- John Wiggins, Director of Finance
- Rochelle Dennis, Main Street Manager
- Charise Clay, Economic Development Staff Assistant

**ADOPTION OF THE AGENDA WITH ADDITIONS/DELETIONS:**

**APPROVAL OF MINUTES:**

**OLD BUSINESS:**

**NEW BUSINESS:****MAIN STREET UPDATE:****ECONOMIC DEVELOPMENT UPDATE:****EXECUTIVE SESSION:**

(Executive Session may be called for issues concerning Personnel, Litigation or Real Estate)

Mayor Butler made a motion to enter executive session at 3:19pm. Eric Stallings seconded the motion. Motion approved unanimously.

Nancy Howard made a motion to exit executive session and reconvene the meeting at 4:19pm. Eric Stallings seconded the motion. Motion approved unanimously.

Eric Stallings made a motion to approve the revised MOU relating to tax abatements at Ft. Gillem with Clayton County contingent upon the County granting permanent access and duct easements on their County owned properties adjacent to Ft. Gillem. Nancy Howard seconded the motion. Motion approved unanimously.

**ADJOURNMENT:**

Chairwoman Butler adjourned the meeting at 4:21pm.

*In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-4720.*



# **Downtown Development Authority**

## **[DDA]**

**Board meets at 3:00pm on the 4th Thursday of every month**

**Meeting Location: Council Chambers in City Hall**

**(745 Forest Parkway, Forest Park, GA, 30297)**

### **2025 Meeting Calendar**

January 23, 2025

February 27, 2025

March 27, 2025

April 24, 2025

May 22, 2025

June 26, 2025

July 24, 2025

August 28, 2025

September 25, 2025

October 23, 2025

\*November 20, 2025

\*December 18, 2025



**\*Alternative dates for Holidays**

Lot ID #	Address	Zone / Current use	
1) 13078B A021	5279 Springdale Rd*	Comm/Church	\$1800
2) 13018D B001	0 Robin Lane	Res/ Raw Land – 2.843 Acres	\$400
3) 13050A C003	4879 West Rd	Comm/Auto Garage - 1458 Sqft	\$2000
4) 13051A B012	4882 Hale Rd	Res/ Razed-Empty lot 0.195 sqf	\$400
5) 13049A B019	946 Main St	Comm/Empty Lot - 0.209 Acres	\$500
6) 13049A B027	948 Main St.	Res / 6-Plex -1848 sqft	\$850
7) 13049A B022	964 Main St.	Strip Mall- 17900 sqft	\$2000

8) 13050D B001	819 Forest Pkwy	Comm/Strip Mall	\$2000
9) 13049A B013	4898 College St.	Comm/Offices – 2400 sqft	\$2000
10) 13049A B012	4894 College St.	Comm/Church – 1755 sqft	\$1800
11) 13050D C002	4987 East St.	Comm/ Mixed Use	\$2000
12a) 13049A B014A b) 13049A B015 c) 13049A B014	904 & 916 Main St., 4908 College St.	Comm/ Empty Lots - Land lots - 0.311 Acre 0.51 Acre , 0.133 Acre	\$800
13) 13050A H003	701 Forest Pkwy	Comm/Vacant Land	\$500
14) 13049B E011	4950 Courtney Rd	Comm/ Razed-Empty lot- 0.316 Acre	\$500
15) 13015D C004	890 Conley Rd	Comm/Res -Garden apts - 6.2 acres	\$2000

# **Rubio and Son Interiors, Inc.**

**10 Frost Cove**

**Hoschton Ga. 30548**

**"We make it happen."**

## **Proposal**

12-13-2024

James Shelby  
Project Manager for City of Forest Park

Re: City of Forest Park Column Repair

We propose to offer all materials, labor, equipment and insurances necessary for the City of Forest Park Column Repair, as described:

**Columns:**

Remove all existing stone

Repair damaged framing and sheathing

Install #15 felt paper

2.5 galvanized metal lath

Install scratch coat, brown coat, and synthetic stack stone to match existing (approx. 1000 SQFT)

**Exterior Insulation and Finish System:**

Demo existing EIFS on backside

Install insulation boards, base coat with fiber glass mesh, and acrylic finisher material to match existing.

Total for above mentioned work:

\$50,524.00

Respectfully Submitted

Wesley Sparks  
Rubio and Son Interiors



# City of Forest Park Office of Economic Development

*819 Forest Parkway Repairs  
December 19, 2024*

# 819 Forest Parkway Repairs

Item #7.

- Column in front of Little Caesar's appears to have been hit by a car.
- Structural integrity of entire column compromised.



Item #7.





Item #7.



Item #7.







Item #7.



# Repair Estimates

Item #7.

- **Wilson Masonry Service - \$5,500.00\*\***
  - Remove damaged stone
  - Repair all damaged framing & bricks
  - Estimated completion 4 days
  
- **Rubio and Son Interiors, Inc. - \$50,524.00**
  - Remove all existing stone
  - Repair damaged framing and sheathing
  - Exterior Insulation and Finish System

**\*\*Staff Recommendation**



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(Space above this line is for recording data)

**Upon Recording, Return to:**

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

**Cross Reference to Clayton County Records:**

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

**Tax Parcel No.: 12204-205005**

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

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

**W I T N E S S E T H:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to:

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

Signed and sealed in the presence of:

**ORIGINAL COMPANY:**

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

\_\_\_\_\_  
Unofficial Witness

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

By: \_\_\_\_\_(Seal)  
Name:  
Title:

[NOTARY SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signed and sealed in the presence of:

**CURRENT COMPANY:**

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

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Notary Public

Name:

Title:

My Commission Expires:

\_\_\_\_\_

[NOTARY SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



**ISSUER’S ACKNOWLEDGMENT, AGREEMENT, CONSENT AND RELEASE**

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

Signed and sealed in the presence of:

**ISSUER:**

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

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Notary Public

ATTEST:

My Commission Expires:

\_\_\_\_\_  
Secretary

[NOTARY SEAL]

[SEAL]

**EXHIBIT A**

**LEGAL DESCRIPTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TOGETHER WITH:**

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

**EXHIBIT B**  
**COPIES OF ASSIGNMENT**

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

FIRST AMERICAN TITLE INSURANCE COMPANY

(Space above this line is for recording data.)

After recording, return to:  
First American Title Insurance Company  
385 East Colorado Blvd.  
Suite 205  
Pasadena, California 91101

Cross Reference:  
Book 12887, Page 637 and  
Book 12887, Page 643,  
Clayton County, Georgia records

Parcel No. 12204 205005

**ASSIGNMENT OF BOND LEASE AND OTHER BOND DOCUMENTS**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Book 13690 Page 658

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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

Signed and sealed in the presence of:

ASSIGNOR:

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

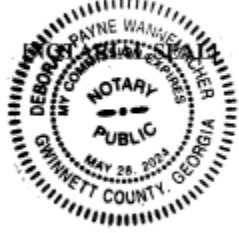
Heather L. Walters  
Unofficial Witness

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

Deborah Payne Wannemacher  
Notary Public

My Commission Expires: May 28, 2024

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



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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



Signed and sealed in the presence of:

ASSIGNEE:

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

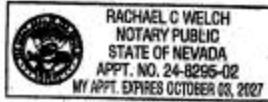
[Signature]  
Unofficial Witness

[Signature]  
Notary Public 3.13.24

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

My Commission Expires: Oct. 3, 2027

[NOTARIAL SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

**EXHIBIT A****LEGAL DESCRIPTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT B****BOND DOCUMENTS**

The following documents dated as of December 1, 2021:

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

**RESOLUTION OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK ACKNOWLEDGING AND APPROVING, INTER ALIA, THE ASSIGNMENT OF A LEASEHOLD INTEREST IN A CERTAIN PROJECT AND THE ASSUMPTION OF ALL THE OBLIGATIONS AND RESPONSIBILITIES TO THE ISSUER OF THE ASSIGNOR BY THE ASSIGNEE, AND THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS IN CONNECTION THEREWITH**

**WHEREAS**, the Downtown Development Authority of the City of Forest Park (the “**Issuer**”) has heretofore authorized the issuance of its Economic Development Revenue Bond (Gillem Logistics Center Building 1200, LLC Project), Series 2021 (the “**Bonds**”), in an aggregate principal amount not to exceed \$20,000,000, to provide financing for a capital project in Clayton County, Georgia (the “**Project**”), as more fully described in the below-defined Lease, for the benefit of Gillem Logistics Center Building 1200, LLC, a Georgia limited liability company (the “**Original Company**”);

**WHEREAS**, in consideration of the issuance of the Bonds by the Issuer, the Original Company and the Issuer entered into a Lease Agreement, dated as of December 1, 2021, and a related Memorandum Lease Agreement, dated as of December 1, 2020, and recorded on March 18, 2022, in the Clayton County, Georgia real estate records (the “**Records**”) in Deed Book 12887, page 637 (collectively, the “**Lease**”), pursuant to the terms of which the Issuer agreed to use the proceeds of the sale of the Bonds to finance the costs of the Project and to lease the Project to the Original Company (*capitalized terms used herein and not otherwise defined shall have the definitions set forth in the Lease*);

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

**WHEREAS**, pursuant to an Assignment of Bonds, Lease and Other Bond Documents between the Original Company and DPIF4 GA 7 GLC I, LLC, a Delaware limited liability company (the “**Current Company**”), dated as of March 13, 2024, and recorded in the Records (the “**Assignment**”), the Original Company assigned its right, title and interest in the Bond Documents (as defined in the Assignment) to the Current Company, and the Current Company has assumed all obligations and responsibilities to the Issuer of the Original Company under the Bond Documents;

**WHEREAS**, pursuant to a Memorandum and Confirmation of the Assignment of Bonds, Lease and Other Bond Documents between the Original Company and the Current Company, to be acknowledged, agreed to and consented to by the Issuer (the “**Memorandum**”), the proposed form of which is attached hereto as Exhibit A, the Issuer desires to acknowledge, agree and consent to the Assignment and to facilitate the approval of such agreements and other instruments as reasonably necessary to evidence the Assignment.

**NOW, THEREFORE, BE IT RESOLVED** by the Issuer, and it is hereby resolved by the authority of same as follows:

**1. Acknowledgment and Approval of Assignment of the Leasehold Interest in the Project; Transfer and Assignment of Bonds.** The assignment of the leasehold interest in the Project by the Original Company to the Current Company is hereby acknowledged and approved. The transfer and assignment of the Bonds by the Original Company to the Current Company is hereby acknowledged and approved. The Chairman of the Issuer and counsel to the Issuer are hereby authorized and directed to review all documents in connection with the assignment of the Original Company's leasehold interest in the Project and the transfer and assignment of the Bonds in order to ensure that the Current Company has assumed all duties and responsibilities of the Current Company to the Issuer under the Bond and the Bond Documents.

**2. Authorization of Memorandum.** The form, terms and provisions of the Memorandum presented to this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Memorandum was set out in this Resolution in its entirety. The Chairman and Secretary of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the Memorandum. The Memorandum is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to such purposes. The execution of the Memorandum shall constitute conclusive evidence that the Memorandum and any and all changes thereto have been approved by the persons executing the Memorandum.

**3. Leasehold Mortgage; Superior Security Document.** Any Leasehold Mortgage or Superior Security Document contemplated pursuant to Section 3.08 of the Lease that requires the signature of the Issuer shall be subject to review and approval by the Chairman and Issuer's counsel.

**4. No Personal Liability.** No stipulation, obligation or agreement herein contained or contained in the documents hereinabove authorized shall be deemed to be a stipulation, obligation or agreement of any director, officer, member, agent or employee of the Issuer in his or her individual capacity, and no such officer, member, director, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

**5. General Authority.** From and after the execution and delivery of the documents hereinabove authorized, the Chairman and Secretary of the Issuer and the proper officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the execution and delivery of the documents hereinabove authorized and to document compliance with any laws.

In the event that the Chairman or the Secretary of the Issuer is not available to review and/or execute the documents herein authorized, the Vice Chairman and the Assistant Secretary, if any, are hereby authorized to execute such documents.

**6. Actions Ratified, Approved and Confirmed.** All acts and doings of the officers of the Issuer which are in conformity with the purposes and intents of this Resolution and in the furtherance of the assignment of the Original Company's leasehold interest in the Project to the Current Company and the execution, delivery and performance of the documents hereinabove authorized shall be, and the same hereby are, in all respects ratified, approved and confirmed.

**7. Severability of Invalid Provisions.** If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

**8. Repealing Clause.** All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**9. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**10. Reporting.** A copy of this resolution may be furnished to the Current Company and any Lender or any other party as evidence of the acknowledgement by and consent of the Issuer of the assignment of the Original Company's leasehold interest in the Project to the Current Company and the approval of the related documents.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2024.

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

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

[SEAL]



**EXHIBIT A**

**FORM OF**

**MEMORANDUM**

**(ATTACHED)**

**SECRETARY’S CERTIFICATE**

The undersigned Secretary of the Downtown Development Authority of the City of Forest Park (the “**Issuer**”), **DOES HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the Resolution adopted by the Issuer at an open public meeting at which a quorum was present, duly called and lawfully assembled at \_\_\_\_ a.m./p.m., on the 24th day of October, 2024, the original of such Resolution being duly recorded in the Minute Book of the Issuer, which Minute Book is in my custody and control.

I do hereby further certify that all members of the Issuer were present at said meeting except the following members who were absent:

\_\_\_\_\_

and that the Resolution was duly adopted by the following vote:

The following voted “Aye”: \_\_\_\_\_  
\_\_\_\_\_;

The following voted “Nay”: \_\_\_\_\_  
\_\_\_\_\_;

The following Did Not Vote: \_\_\_\_\_  
\_\_\_\_\_.

**WITNESS** my hand and the official seal of the Downtown Development Authority of the City of Forest Park, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Secretary

[SEAL]

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

Dated: December \_\_\_\_, 2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signatures follow on subsequent page]

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

Signed, sealed and delivered  
in the presence of:

**LESSOR:**

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

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_ [SEAL]

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

Title: Chair

My Commission Expires:

Attest: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary

[AFFIX NOTARIAL SEAL OR STAMP ]

[SEAL]

**Exhibit A****FEE PREMISES**

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

## PARCEL 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 206 OF THE 12TH LAND DISTRICT, CITY OF FOREST PARK, CLAYTON COUNTY, GEORGIA, SAID TRACT OR PARCEL OF LAND BEING MORE FULLY SHOWN AND DESIGNATED AS TRACT A ON A PLAT OF SURVEY PREPARED BY VALENTINO & ASSOCIATES, INC. (JOB #15-074; DRAWING/FILE #15-074), BEARING THE SEAL OF GLENN A. VALENTINO, GA. REGISTERED LAND SURVEYOR #2528, AND BEING MORE PARTICULARLY DESCRIBED, WITH BEARINGS RELATIVE TO GRID NORTH, GEORGIA WEST ZONE, AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE COMMON CORNER OF LAND LOTS 209, 210, 239 AND 240;

THENCE SOUTH 49 DEGREES 02 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 5810.01 FEET TO A 1/2 INCH IRON PIN SET ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HOOD AVENUE (A.K.A. ANVIL BLOCK ROAD, 110 FOOT RIGHT OF WAY AND VARIES, PRIVATE ROAD), SAID 1/2 INCH IRON PIN SET BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF HOOD AVENUE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 293.65 FEET TO A 1/2 INCH IRON PIN SET;

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

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 283.85 FEET FOR AN ARC DISTANCE OF 97.24 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 69 DEGREES 28 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 96.77 FEET) TO A COMPUTED POINT;

THENCE SOUTH 38 DEGREES 42 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 23.28 FEET TO A COMPUTED POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 101.93 FEET FOR AN ARC DISTANCE OF 33.24 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 27 DEGREES 51 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 33.09 FEET) TO A COMPUTED POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 322.76 FEET FOR AN ARC DISTANCE OF 53.27 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 48 DEGREES 02 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 53.21 FEET) TO A COMPUTED POINT;

THENCE SOUTH 32 DEGREES 53 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 20.38 FEET TO A COMPUTED POINT;

THENCE SOUTH 27 DEGREES 42 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 77.12 FEET TO A 1/2 INCH IRON PIN SET;

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

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

THENCE SOUTH 80 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 665.03 FEET TO A 1/2 INCH IRON PIN SET;  
 THENCE NORTH 78 DEGREES 24 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 273.62 FEET TO A 1/2 INCH IRON PIN SET ON THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF HOOD AVENUE;  
 THENCE PROCEEDING ALONG SAID RIGHT-OF-WAY LINE OF HOOD AVENUE THE FOLLOWING COURSES AND DISTANCES: NORTH 42 DEGREES 04 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 168.95 FEET TO A 1/2 INCH IRON PIN SET;  
 THENCE NORTH 35 DEGREES 29 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 44.00 FEET TO A 1/2 INCH IRON PIN SET;  
 THENCE NORTH 05 DEGREES 39 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 28.11 FEET TO A 1/2 INCH IRON PIN SET;  
 THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1055.00 FEET FOR AN ARC DISTANCE OF 797.26 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF NORTH 11 DEGREES 19 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 778.43 FEET) TO A 1/2 INCH IRON PIN SET;  
 THENCE NORTH 10 DEGREES 19 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 335.43 FEET TO A 1/2 INCH IRON PIN SET;  
 THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 455.03 FEET FOR AN ARC DISTANCE OF 290.85 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF NORTH 07 DEGREES 59 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 285.92 FEET) TO A 1/2 INCH IRON PIN SET, SAID 1/2 INCH IRON PIN SET BEING THE POINT OF BEGINNING.

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

PARCEL 2:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 206 OF THE 12TH LAND DISTRICT, CITY OF FOREST PARK, CLAYTON COUNTY, GEORGIA, SAID TRACT OR PARCEL OF LAND BEING MORE FULLY SHOWN AND DESIGNATED AS TRACT B ON A PLAT OF SURVEY PREPARED BY VALENTINO & ASSOCIATES, INC. (JOB #15-074; DRAWING/FILE #15-074), BEARING THE SEAL OF GLENN A. VALENTINO, GA. REGISTERED LAND SURVEYOR #2528, AND BEING MORE PARTICULARLY DESCRIBED, WITH BEARINGS RELATIVE TO GRID NORTH, GEORGIA WEST ZONE, AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE COMMON CORNER OF LAND LOTS 209, 210, 239 AND 240;  
 THENCE SOUTH 49 DEGREES 02 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 5810.01 FEET TO A 1/2 INCH IRON PIN SET ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HOOD AVENUE (A.K.A. ANVIL BLOCK ROAD, 110 FOOT RIGHT OF WAY AND VARIES, PRIVATE ROAD);  
 THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF HOOD AVENUE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 293.65 FEET TO A 1/2 INCH IRON PIN SET;  
 THENCE SOUTH 61 DEGREES 41 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 355.08 FEET TO A 1/2 INCH IRON PIN SET;  
 THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 283.85 FEET FOR AN ARC DISTANCE OF 97.24 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 69 DEGREES 28 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 96.77 FEET) TO A COMPUTED POINT;

THENCE SOUTH 38 DEGREES 42 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 23.28 FEET TO A COMPUTED POINT;  
 THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 101.93 FEET FOR AN ARC DISTANCE OF 33.24 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 27 DEGREES 51 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 33.09 FEET) TO A COMPUTED POINT;  
 THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 322.76 FEET FOR AN ARC DISTANCE OF 53.27 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 48 DEGREES 02 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 53.21 FEET) TO A COMPUTED POINT;  
 THENCE SOUTH 32 DEGREES 53 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 20.38 FEET TO A COMPUTED POINT;  
 THENCE SOUTH 27 DEGREES 42 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 77.12 FEET TO A 1/2 INCH IRON PIN SET;  
 THENCE SOUTH 03 DEGREES 10 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 43.73 FEET TO A 1/2 INCH IRON PIN SET, SAID 1/2 INCH IRON PIN SET BEING THE POINT OF BEGINNING;  
 THENCE SOUTH 50 DEGREES 41 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 65.00 FEET TO A COMPUTED POINT;  
 THENCE SOUTH 41 DEGREES 02 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 44.68 FEET TO A COMPUTED POINT;  
 THENCE SOUTH 42 DEGREES 09 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 35.58 FEET TO A COMPUTED POINT;  
 THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 207.75 FEET FOR AN ARC DISTANCE OF 49.84 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 22 DEGREES 00 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 49.72 FEET) TO A COMPUTED POINT;  
 THENCE SOUTH 29 DEGREES 44 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 29.32 FEET TO A COMPUTED POINT;  
 THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 122.75 FEET FOR AN ARC DISTANCE OF 63.93 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 43 DEGREES 10 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 63.21 FEET) TO A COMPUTED POINT;  
 THENCE SOUTH 63 DEGREES 56 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 13.20 FEET TO A COMPUTED POINT;  
 THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.22 FEET FOR AN ARC DISTANCE OF 80.01 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 33 DEGREES 37 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 78.65 FEET) TO A COMPUTED POINT;  
 THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 87.02 FEET FOR AN ARC DISTANCE OF 57.67 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 70 DEGREES 54 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 56.62 FEET) TO A COMPUTED POINT;  
 THENCE SOUTH 56 DEGREES 47 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 4.42 FEET TO A COMPUTED POINT;  
 THENCE SOUTH 03 DEGREES 11 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 233.38 FEET TO A COMPUTED POINT;  
 THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 368.86 FEET FOR AN ARC DISTANCE OF 37.46 FEET (SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 50 DEGREES 51 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 37.44 FEET) TO A COMPUTED POINT;



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

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

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

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

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

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

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

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

PARCEL 3:

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

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

PARCEL 4:

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

**ISSUER’S ACKNOWLEDGMENT, AGREEMENT, CONSENT AND RELEASE**

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

Signed and sealed in the presence of:

**ISSUER:**

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

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Notary Public

ATTEST:

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Secretary

[NOTARY SEAL]

[SEAL]

**ISSUER’S ACKNOWLEDGMENT, AGREEMENT, CONSENT AND RELEASE**

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

Signed and sealed in the presence of:

**ISSUER:**

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

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Notary Public

ATTEST:

My Commission Expires:

\_\_\_\_\_  
Secretary

[NOTARY SEAL]

[SEAL]

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

Signed, sealed and delivered  
in the presence of:

**LESSOR:**

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

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

[AFFIX NOTARIAL SEAL OR STAMP ]

[SEAL]

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

Signed, sealed and delivered  
in the presence of:

**LESSOR:**

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

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

[AFFIX NOTARIAL SEAL OR STAMP ]

[SEAL]

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2024.

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

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

[SEAL]

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2024.

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

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

[SEAL]





# City of Forest Park Office of Economic Development

*2025 City Fountain Landscape Proposals  
December 19, 2024*

# City Fountain Landscape Proposals

Item #9.

- Contract with WCC expired August 2024. Annual cost of \$30,000.
- Duncan's Landscape did the original landscaping of the City Fountain.
- Main Street Manager and Interim Public Works Director met with 3 vendors on December 3, 2024, to seek new proposals for 2025 Landscaping of the City Fountain.



# Before & After

Item #9.

- <https://www.facebook.com/duncanslandscaping/videos/676946497370361/>



# Maintenance Contract Estimates

Item #9.

- **Duncan's Landscaping & Maintenance \*\***
  - **\$48,492.00 Yr. / \$4,041.00 Mo.**
  - Turf (Mowing, Fertilization & Weed Control, Disease and application of fungicides)
  - Shrubs, Trees, Vines, and Groundcover (Pruning, Fertilization, Pre & Post Emergence)
  - Edging & Cleanup (Edging, Clean-up)
  - Mulching of Beds and Weed Control (Mulching, Weed Control)
  - Seasonal Color (Annual Flowers)
  - Special Scheduling, Exclusions (Special work as requested by owner can be scheduled 7-10 days in advance)
  - General Condition (Not responsible for watering, 1-year binding contract)
- **WorldScapes**
  - **As of 12/16/24 no proposal received**
- **Fresh Start Construction & Management**
  - **As of 12/16/24, no proposal received**

**\*\*Staff Recommendation**





9280 Turner Road Jonesboro, GA 30236  
770-478-0098

## Maintenance Contract

12-16-2024  
City of Forest Park – City Fountain Plaza  
Rochelle Dennis  
785 Forest Parkway  
Forest Park, Ga 30297  
470-542-6286 – rdennis@forestparkga.gov

### I. Turf

#### A. Mowing

- i. Grass areas will be cut weekly during growing season and as needed during the dormant season. Excessive amounts of clippings will be removed from the turf areas to ensure that no matting or clumping occurs. No clippings will be left on any of the non-landscaped areas (Patios, drives, walkways, etc.).

#### B. Fertilization and Weed Control

- i. Will consist of 8 treatments per year to the turf with a mixture of fertilizer, iron, and pre-emergent and (Green Team) post-emergent weed control: depending upon the season and needs at the time.

#### C. \*Disease and the application of effective fungicides to alleviate any harmful fungus shall be made as necessary to all turf areas if detected on property.

- i. Severe disease problems may require many sequential treatments and an additional charge may be required. (Green Team)

## II. Shrubs, Trees, Vines, and Groundcovers

### A. Pruning

- i. All flowering trees (less than 10') will be pruned in a manner so as to encourage best blooming and growth. Shrubs will be pruned to encourage intended growth form and to maintain a neat appearance to a maximum height of eight feet. All dead, diseased, or damaged limbs will be eliminated when evident to a maximum height of eight feet.

### B. Fertilization of Shrubs and Trees

- i. Will consist of one application of fertilizer in the early winter. (Green Team)

### C. \*Pre-emergence herbicides will be applied to all shrub/tree beds. (Green Team)

### D. Post-emergence herbicides shall be carefully utilized as spot treatments in shrub beds.

## III. Edging and cleanup

### A. Edging

- i. Curbs, walks and beds will be edged weekly or as needed to ensure proper definition.

### B. Clean-up

- i. All debris, natural or un-natural, will be collected from the property upon each visit or as necessary. All paved areas will be blown as needed to remove debris brought about by the contractor's work. Includes parking lot, cleaned up.

## IV. Mulching of Beds and Weed Control

### A. Mulching

- i. Pine Straw will be applied once per year. Pine Straw will be clean and free of sticks and cones. Price includes of bed lines spreading and tucking straw.

### B. Weed Control

- i. The mulched area, parking lots, and curbs will be kept clean by either hand-weeding or spot spraying treatments.

**V. Seasonal Color****A. Annual flowers**

- i. Spring and Fall Flowers to highlight the property through a colorful arrangement of flowers. Properly maintained to ensure best blooming.

**VI. Special Scheduling, Exclusions, Owners Participation**

- A. *\*Any special work the owner wishes to be performed on specific occasions should be scheduled seven to ten days in advance and any additional cost should be predetermined.*

**VII. General Conditions**

- A. Lawn Maintenance Company does not warrant the life of any shrubs, trees, turf, or groundcover on the property. However, the company will provide the necessary expertise to effectively discharge the duties listed above and will take prudent precautions to ensure the life of the grounds.
- B. Lawn Maintenance Company is not responsible for the watering of property.
- C. Service shall be provided *51 weeks per year*
  - i. Christmas until New Year's Duncan's Landscaping & Maintenance/Duncan's Green Team will be closed.
- D. Contractor shall cease all services on the above contracted property until all delinquent payments are received. When Property's payments fail to reach contractor's office by the *10<sup>th</sup>* day of the month.
- E. Per your request for monthly installment payments for listed services, you are in agreement to the following terms of this one-year binding contract for services performed on your property. If you decide to terminate the contract for any reason during said year. You are liable for remitting the remaining balance of all services to be paid in full at time of cancellation.

- F. Property agrees, if contractor is required to retain legal counsel to collect any delinquent compensations pursuant to this contract, property shall pay contractor, in addition to principal and interest accrued thereon, attorney's fees in the amount of eighteen percent (18%) of unpaid principal and interest if not paid within ten (10) days of receipt of notice of such delinquency pursuant to O.C.G.A. @13-1-11.
- G. This contract shall be automatically renewed on the anniversary date of each year unless either party expresses an objection by certified letter. We hereby understand, adhere and agree to the terms and stipulations of this document and enter into this contract agreement.
- H. Insurance: Duncan's is insured with comprehensive general liability, broad form property damage, contractual liability up to \$ 1,000,000.; and an automobile liability policy that has a combined single limit of \$ 500,000. Also furnished is a worker's compensation policy with employee's liability of \$100,000.
- I. Contractor shall at all times enforce strict discipline and good order among all employees and shall not employ on the job any unfit person in the task assigned him. Contractor is an equal opportunity employer and does not employ with regard to race, creed, color, sex or national origin.

*\* Indicates services that are recommended, but are not included in the monthly maintenance charges, but would greatly enhance the property.*



VIII. Cost

o Park Area

▪ Seasonal Flowers

- Two installations per year = \$9,000.00
  - o 54 Trays of Seasonal Color
  - o 18 Accent Plants (each season)

▪ Pine Straw (550 Bales)

- Two installations per year = \$9,350.00

▪ Park Maintenance

- Monthly = \$1,989.00
- Yearly = \$23,868.00

▪ Irrigation Start Up

- \$300.00

▪ Green Team Lawn Applications (8 rounds per year)

- \$712.00 per year
  - o **\*\*Roadway areas (2 middle Areas) are included.**

▪ Tree & Shrub Applications (6 rounds per year)

- Rounds 1-5 (Topical Foliage Treatments)
  - o \$379.00 each round / \$1,895.00 total for year
- Round 6 (Systemic Injectable Treatment)
  - o \$468.00

o Park Bedded Areas

▪ Granular Pre-Emergence (3 applications per year)

- \$2,899.00

o Cost of Service

- \$48,492.00 per year
- \$4,041.00 per month

o *\*\*Not responsible for Outdoor Landscape Lighting not installed by Duncan's Landscaping\*\**

**Service can begin: week of 1-6-2025**

**Accepted by: *Jahanny, Jeff, Tyler Duncan* Date: 12-16-2024**

**Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_**

**City of Forest Park – City Fountain Plaza - 785 Forest Pkwy – Forest Park – Ga  
Rochelle Dennis**

