

**CITY OF HAMPTON
STATE OF GEORGIA**

RESOLUTION NO. 2021-10

PROJECT IMPROVEMENTS AND ESCROW AGREEMENT

WHEREAS, the Mayor and Council are the governing body of the City of Hampton, Georgia (“City”); and

WHEREAS, the Mayor and Council is tasked with protecting and promoting the health, safety, morals, and welfare of the citizens of the City of Hampton; and

WHEREAS, a public hearing on the application was conducted by the Mayor and Council on February 11, 2020, pursuant to O.C.G.A. § 33-66-1, et seq. and local ordinances at the Hampton City Hall; and

WHEREAS, on March 11, 2020 the Mayor and Council approved Ordinance No. 512 (the “Approved Rezoning Ordinance”) to allow for the development of a MR-2 (Multi-Family Residential) and C-2 (General Commercial) on +/- 63.19 acres of land located in the City of Hampton and being Tax Parcel No. 022-01004000, (the “Property”); and

WHEREAS, the City determined pursuant to the Approved Rezoning Ordinance, that the owner/developer improve the intersection of East King and West King to allow free flow traffic, as described in “Condition No. 12” of Ordinance No. 512; and

WHEREAS, in order to provide orderly development of the Project, the City has negotiated the “Project Improvements Agreement and Escrow Agreement” (the “Agreement”) with Oaks Southampton, LLC (the “Developer”); and

WHEREAS, the City Council authorizes the Mayor to execute said Agreement on behalf of the City of Hampton, and accept the Developer’s Roundabout Cost towards the East King Floyd Road Roundabout hard construction costs of Two-Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) provided for in said Agreement.

NOW, THEREFORE BE IT RESOLVED, by a majority vote of the Mayor and Council of the City of Hampton that the terms and conditions of the Agreement between the City and Developer are hereby agreed to, and that the Mayor is authorized and empowered to execute

said Agreement and any subsequent amendments thereto on behalf of the City of Hampton, and the improvements provided for in said agreement.

Read and adopted in the Regular meeting of the City of Hampton held on May 11, 2021.

ATTEST:

Melissa Brooks
City Clerk

(Seal)

City of Hampton
Henry County, Georgia

BY: John E. Hobbs
Mayor

Certification

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the Council on the date so stated in the Resolution.

I further certify that I am the Clerk of the Council and that said resolution has been entered in the official records of said Council and remains in full force and effect the 11 day of May 2021.

Melissa Brooks
Clerk Signature

Federal Employers Identification #225335

PROJECT IMPROVEMENTS AGREEMENT

THIS AGREEMENT, (this "Agreement") is made effective as of the 11 day of May 2021 by and among OAKS SOUTHAMPTON, LLC, a Delaware limited liability company, its successor or assigns (the "Developer"), and CITY OF HAMPTON 17 E. Main Street S. Hampton, GA 30228, (the "Authority").

RECITALS

WHEREAS, the Developer intends to develop the infrastructure for a residential community comprised of approximately 250 townhomes, located in Land Lots 113, 114, 143, & 144, 3rd District, in the City of Hampton, Henry County, Georgia, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Project"); and

WHEREAS, the Authority desires to construct a roundabout located at E. King and Floyd Road in fulfillment of City of Hampton Ordinance 512, Zoning Condition #12 which states "E. King Road shall be re-aligned on to W. King Road, allowing free flow traffic" and completed by the Developer all in accordance with the plans and specifications attached hereto as Exhibit B and incorporated herein by reference (the "Intersection Improvements"); and

WHEREAS, the Developer and the Authority desire to appoint and designate an Escrow Agent to hold the amount of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) (the "Escrow Funds") which the Developer and the Authority have agreed as the maximum amount that the Developer shall contribute towards the construction costs and expenses incurred by the Authority to undertake the work to construct the Intersection Improvements; and

WHEREAS, the Authority has obligated a contribution of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) from the Authority as recorded in City of Hampton FY2021 Budget, specifically page 63 "Road Paving: East King/Floyd Road \$250k, adopted October 1, 2020 by Mayor and Council; the Authority has also obligated an equal contribution of Two Hundred and Fifty Thousand and no/100 Dollars (\$250,000.00) from Hampton Floyd LLC in satisfaction of City of Hampton Ordinance 20-510 Development Agreement, for a total of Five Hundred Thousand and no/100 Dollars (\$500,000.00) (the "Additional Funds") towards the construction costs and expenses incurred by the Authority to undertake the work to construct the Intersection Improvements; and

WHEREAS, the Developer and the Authority have agreed that any funds that may be required to complete the construction of the Intersection Improvements in excess of the Escrow Funds, including the Additional Funds, are the sole responsibility and obligation of the Authority to coordinate.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Developer and the Authority hereby agree as follows.

1. Intersection Improvements. At its sole cost and expense, the Authority shall undertake the following work to construct the Intersection Improvements:

- The Authority will engage the services of an engineer to design the Intersection Improvements (the "Engineer") which Engineer shall be deemed an Approved Engineer for the roundabout design as set forth below.
- The design services for the Intersection Improvements shall be funded separately, contracted by the Engineer.

- The Authority will obtain all necessary easements and permits to construct the Intersection Improvements.
- The Authority will solicit bids from qualified contractors to accomplish the Intersection Improvements (the "Bid Process"). Such contractor shall be deemed an Approved Contractor.
- The Authority will oversee and manage the work by the Approved Contractors.
- The Authority will inspect the Intersection Improvements.

2. Disbursement of Escrow Funds. Every thirty (30) days during the term of this Agreement, the Authority shall submit the invoices of the Approved Contractors and a request for disbursement of the Escrow Funds to the Developer for review and approval. Disbursement requests shall be allocated on a pro rata basis among the Escrow Funds and the Additional Funds. Developer shall have a period not to exceed fifteen (15) days of receipt to review the invoices and provide written instructions to the Escrow Agent (as defined in the Escrow Agreement attached hereto as Exhibit C). Upon its receipt in writing of instructions from the Developer and the request for Escrow Funds from Authority, the Escrow Agent shall disburse the requested Escrow Funds to the Authority by wire transfer to an account designated by the Authority not later than three (3) business days of receipt of such joint written instructions. Upon final completion of the Intersection Improvements, the Authority shall tender a Certificate of Completion and a request for final disbursement of Escrow Funds for review and approval by the Developer. Developer shall have a period not to exceed fifteen (15) days of receipt to review the Certificate of Completion and provide written instructions to the Escrow Agent. Upon its receipt in writing of instructions from the Developer and the Certificate of Completion from Authority, Escrow Agent shall disburse the Escrow Funds to the Authority by wire transfer to an account designated by the Authority not later than three (3) business days of receipt of such joint written instructions. All such reimbursements shall be disbursed by Escrow Agent as provided for in the Escrow Agreement attached hereto as Exhibit C. For clarification and the avoidance of doubt, the parties hereby acknowledge and agree that twenty percent (20.0%) of the Escrow Funds shall be retained by the Escrow Agent until such time that the Authority tenders a Certificate of Completion for the Intersection Improvements and the Developer has reviewed same and provided written instructions to the Escrow Agent as set forth herein above. The Authority shall complete the Intersection Improvements on or before May 11, 2022 (the "Completion Date"). If the Authority fails to complete the Intersection Improvements on or before the Completion Date, Developer shall have the right to provide Escrow Agent with written instructions to return the remaining Escrow Funds to Developer.

3. Ownership of Infrastructure. Upon completion, the Authority will own, operate, and maintain the Intersection Improvements.

4. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing and shall be deemed given when personally delivered to the person set forth hereinabove or when mailed by first class registered mail, return receipt requested, postage prepaid to the address of the party to whom a notice is being sent. Notices shall be directed to the following unless otherwise designated in writing:

The Authority:

City of Hampton
Attn: Mayor Steve Hutchison
17 East Main Street South
Hampton, GA 30228
shutchison@hamptonga.gov

The Developer:

c/o TPA Group, LLC
Attn: Keenan O'Brien
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309
kobrien@tpa-grp.com

With a copy to:
James B. (Jim) Chapman
President
Jim Chapman Communities
2700 Cumberland Parkway SE, suite 130
Atlanta, GA 30339
770-434-3602 telephone
770-434-3607 fax
770-560-9167 cell
jim@jimchapmancommunities.com

5. **Termination.** This Agreement shall terminate upon the earlier of (i) the joint written instructions of the Developer and the Authority or (ii) disbursement of the Escrow Funds by the Escrow Agent, in accordance with the terms, conditions and provisions of this Agreement at which time Escrow Agent shall be fully and completely discharged and exonerated from any and all future liability or obligations of any nature or character at law or equity to the Developer and the Authority or under this Agreement.

6. **Complete Agreement.** This Agreement constitutes the complete agreement among the parties regarding the subject matter hereof and supersedes any prior oral or written agreements among the parties with respect thereto. There are no verbal agreements that change this Agreement and no waiver or modification of any terms of this Agreement will be effective unless set forth in writing executed by the Developer and the Authority.

7. **Voluntary Agreement.** The parties agree that this Agreement has been jointly prepared by the parties hereto, reviewed and approved, if approval is required, by appropriate persons, and the parties each hereby represent and agree with the other parties that this Agreement is given and executed voluntarily.

8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Developer and the Authority and their respective successors and assigns.

9. **Governing Law.** This Agreement has been made under the laws of the State of Georgia, and such laws will control its interpretation.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement, shall constitute one complete document.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

COUNTERPART SIGNATURE PAGE TO PROJECT IMPROVEMENTS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



Linda Sue Dyed
Notary Public

My commission expires: 3/16/23

[Notarial Seal]

THE AUTHORITY:

CITY OF HAMPTON
17 E. Main Street South
Hampton, GA 30228

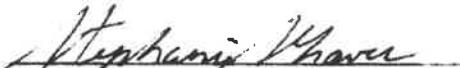
By: Steve E. Hutchison
Name: Steve E. Hutchison
Its: Mayor

SIGNATURES CONTINUE ON FOLLOWING PAGES

COUNTERPART SIGNATURE PAGE TO PROJECT IMPROVEMENTS AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


Notary Public

My commission expires: March 10, 2025



THE DEVELOPER:

OAKS SOUTHAMPTON, LLC,
a Delaware limited liability company

By: 

Name: J. Bradford Smith

Its: Authorized Signatory

EXHIBIT A

All the tract of land lying in or being in Land Lots 113, 114, 143, & 144, 3rd District, in the City of Hampton, Henry County, Georgia, and being more particularly described as follows:

BEGINNING at a right of way monument on the corner of the Easterly right of way of East King Road (variable width right of way) and the Southerly right of way of State Route 20 (variable width right of way), then from said point of beginning, proceed along the Southerly right of way of State Route 20 South 71 degrees 27 minutes 54 seconds East for 46.90 feet to an iron pin found at the intersection of said road right of way and common Land Lot line of Land Lot 113 to the west and Land Lot 144 to the east; THEN continuing along said right of way South 00 degrees 55 minutes 20 seconds East for 60.86 feet to an iron pin found; THEN continuing along said right of way South 88 degrees 49 minutes 38 seconds East along the north line of Land Lot 143 and the south line of Land Lot 144 for 202.50 feet to an iron pin found; THEN leaving the Land Lot Line and continuing along said right of way South 72 degrees 19 minutes 04 seconds East for 243.41 feet to a right of way marker found; THEN continuing along said right of way North 79 degrees 50 minutes 18 seconds East for 214.07 feet to a right of way marker found; THEN continuing along said right of way South 79 degrees 38 minutes 05 seconds East for 1437.35 feet to a point; THEN leaving said road right of way proceed South 01 degrees 55 minutes 26 seconds West for 884.39 feet to an iron pin set; THEN North 80 degrees 20 minutes 38 seconds West for 1160.07 feet to an iron pin set; THEN South 89 degrees 36 minutes 36 seconds West for 1222.30 feet to an iron pin set on the Easterly right of way of Floyd Road (variable width); THEN proceed North 09 degrees 00 minutes 21 seconds West along the said easterly right of way for 422.28 feet to an iron pin set at the corner of the easterly right of way of Floyd Road and the easterly right of way of East King Road (variable width); THEN proceeding along the Southerly right of way of East King Road North 27 degrees 27 minutes 31 seconds East for 416.90 feet to a right of way marker found; THEN continuing along the easterly right of way of East King Road North 50 degrees 55 minutes 01 seconds East for 54.50 feet to a right of way marker found; THEN continuing along said right of way North 30 degrees 56 minutes 35 seconds East for 104.58 feet to a disturbed right of way marker found; THEN continuing along said right of way North 23 degrees 09 minutes 30 seconds East for 175.38 feet to the right of way marker found at the intersection of the Easterly right of way of East King Road and the Southerly right of way of State Route 20 which is also the Point of BEGINNING.

Said property contains 50.00 Acres more or less and is shown on the survey for The Cottages of South Hampton dated May 28, 2020 by Elite Surveying LLC bearing the Seal of Douglas R. Bentley, Georgia Registered Land Surveyor number 2535.

EXHIBIT B

PLANS AND SPECIFICATIONS FOR IMPROVEMENTS

[SEE ATTACHED]

EXHIBIT C

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, (this "Escrow Agreement") is made effective as of the 11 day of May 2021 by and among OAKS SOUTHAMPTON, LLC, a Delaware limited liability company, its successor or assigns (the "Developer"), and CITY OF HAMPTON, (the "Authority"), and COLEMAN TALLEY LLP, a Georgia limited liability partnership ("Escrow Agent").

RECITALS

WHEREAS, on or about the date hereof, the Developer and the Authority entered into that certain Project Improvement Agreement (the "Project Improvement Agreement") of which this Escrow Agreement is an exhibit; and

WHEREAS, the Developer intends to develop the infrastructure for a residential community comprised of approximately [250 townhomes], located in Land Lots 113, 114, 143, & 144, 3rd District, in the City of Hampton, Henry County, Georgia, and being more particularly described on Exhibit A in the Project Improvement Agreement (the "Project"); and

WHEREAS, the Authority desires to construct a roundabout located at E. King and Floyd Road in fulfillment of City of Hampton Ordinance 512, Zoning Condition #12 which states "E. King Road shall be re-aligned on to W. King Road, allowing free flow traffic" and support the increased traffic caused by the Project once completed by the Developer all in accordance with the plans and specifications attached on Exhibit B in the Project Improvement Agreement (the "Intersection Improvements"); and

WHEREAS, the Developer and the Authority desire to appoint and designate an Escrow Agent to hold the amount of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) (the "Escrow Funds") which the Developer and the Authority have agreed as the maximum amount that the Developer shall contribute towards the construction costs and expenses incurred by the Authority to undertake the work to accomplish the Intersection Improvements; and

WHEREAS, the Authority has notified Developer that each of the Authority and Hampton Floyd, LLC will contribute an additional Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00), for a total of Five Hundred Thousand and no/100 Dollars (\$500,000.00) (the "Additional Funds"), towards the construction costs and expenses incurred by the Authority to undertake the work to construct the Intersection Improvements; and

WHEREAS, the Developer and the Authority have agreed that any funds that may be required to complete the construction of the Intersection Improvements in excess of the Escrow Funds, including the Additional Funds, are the sole responsibility and obligation of the Authority to coordinate.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Developer, the Authority and Escrow Agent hereby agree as follows.

1. Escrow Funds. Concurrently with the execution of this Escrow Agreement, the Developer shall deposit the Escrow Funds with Escrow Agent in accordance with the instructions shown in Schedule "1" hereto to be held by Escrow Agent pursuant to the terms of this Escrow Agreement. It shall be a condition precedent to the effectiveness of this Escrow Agreement and Developer's obligation to deposit the Escrow Funds with Escrow Agent that the Additional Funds shall have been deposited with the Escrow

Agent.

2. **Duties of Escrow Agent.** The sole duties of Escrow Agent shall be those described herein, and Escrow Agent shall be under no obligation to determine whether the Developer and the Authority are complying with any requirements of law. Escrow Agent may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document in good faith believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall have no duty or liability to verify any such notice, consent, order or other document, and its sole responsibility shall be to act as expressly set forth in this Escrow Agreement. Escrow Agent shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Escrow Agreement unless first indemnified to its satisfaction.

3. **Distribution of Escrow Funds.** Upon its receipt in writing of joint instructions, as provided in Section 2 of the Project Improvement Agreement, Escrow Agent shall disburse the Escrow Funds to the Authority by wire transfer to an account designated by the Authority not later than three (3) business days of receipt of such joint written instructions. The Escrow Agent shall have no responsibility to make an investigation or determination of any facts underlying such instructions or as to whether any conditions upon which the Escrow Funds are to be released, including, but not limited to, whether the execution and delivery of lien waivers by persons who are constructing the Intersection Improvements or performing services with respect thereto, have been fulfilled or not fulfilled. The designated representatives of the Authority and the Developer for approval of Escrow Agent's disbursement of Escrow Funds and for any Notices required hereunder are as follows:

The Authority:

Attn: Mayor Steve Hutchison
17 East Main Street South
Hampton, GA 30228
shutchison@hamptonga.gov

The Developer:

c/o TPA Group, LLC
Attn: Keenan O'Brien
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309
kobrien@tpa-grp.com

With a copy to:

James B. (Jim) Chapman
President
Jim Chapman Communities
2700 Cumberland Parkway SE, suite 130
Atlanta, GA 30339
770-434-3602 telephone
770-434-3607 fax
770-560-9167 cell
jim@jimchapmancommunities.com

4. **Escrow Conflicts.** The Authority and the Developer covenant and agree that in performing any of its duties under this Escrow Agreement, Escrow Agent will not be liable for any loss, costs or damage which it may incur in the capacity of Escrow Agent, except for any loss, costs or damage arising out of its own gross negligence, willful misconduct or default in compliance herewith. Accordingly, Escrow Agent will not incur any liability with respect to any action taken or omitted to be taken in good faith and in reliance upon any documents, including but not limited to, any written notice of instruction provided for in this Escrow Agreement, not only as to the execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent will in good faith

believe to be genuine, to be signed or presented by a proper person or persons and to conform with the provisions of this Escrow Agreement. In the event that the Escrow Agent shall, for whatever reason, be uncertain of its duties or actions hereunder, or shall receive any instructions or other information from or on behalf of the Developer or the Authority which, in the opinion of the Escrow Agent, are in conflict with any of the provisions of this Escrow Agreement, the Escrow Agent shall be entitled to: (i) hold all of the Escrow Funds and may decline to take any further action until the Escrow Agent receives joint written direction from the Authority and the Developer directing the disbursement and distribution of all of the same, in which case the Escrow Agent shall then disburse and distribute the Escrow Funds in accordance with said direction; (ii) in the event of any litigation between the Authority and the Developer, the Escrow Agent may deliver all of the Escrow Funds to the clerk of any court in which such litigation is pending; or (iii) the Escrow Agent may deliver all of the Escrow Funds to a court of competent jurisdiction in the form of an action of interpleader or other such action as the Escrow Agent, in its sole discretion, shall deem to be appropriate and deduct all costs and attorney's fees associated with the preparation and filing of said action from the Escrow Funds.

5. Indemnification. Escrow Agent will be fully indemnified by the Developer and the Authority for all its expenses, costs and reasonable attorney's fees incurred in connection with any action which Escrow Agent may undertake in accordance herewith, in its sole discretion, to resolve any dispute as to the Earnest Money; or which may be filed against the Escrow Agent. Such costs, expenses or attorney's fees may be deducted from the Escrow Funds. If Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts or omissions of the Developer and the Authority and not on its gross negligence, willful misconduct or default in compliance herewith, the expenses, costs and reasonable attorney fees incurred by Escrow Agent in responding to such action, hearing or process may be deducted from the funds held hereunder and the party/parties whose alleged acts are a basis for such proceedings will indemnify, save and hold Escrow Agent harmless from said expenses, costs and fees so incurred.

6. Legal Representation. The Authority acknowledges that Escrow Agent currently serves as legal counsel to the Developer and its affiliated companies. The parties acknowledge that Escrow Agent shall be conflicted out of any representation of the Developer in the event of a dispute with the Authority over this Escrow Agreement. The Authority acknowledges that it has been afforded the opportunity to seek legal counsel and that it is not relying on Escrow Agent to advise it in any manner whatsoever.

7. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing, and shall be deemed given when personally delivered to the person set forth hereinabove or when mailed by first class registered mail, return receipt requested, postage prepaid to the address of the party to whom a notice is being sent

8. Termination. This Escrow Agreement shall terminate upon the earlier of (i) the joint written instructions of the Developer and the Authority or (ii) disbursement of the Escrow Funds by the Escrow Agent, in accordance with the terms, conditions and provisions of this Escrow Agreement at which time Escrow Agent shall be fully and completely discharged and exonerated from any and all future liability or obligations of any nature or character at law or equity to the Developer and the Authority or under this Escrow Agreement.

9. Complete Agreement. This Escrow Agreement constitutes the complete agreement among the parties regarding the subject matter hereof and supersedes any prior oral or written agreements among the parties with respect thereto. There are no verbal agreements that change this Escrow Agreement and no waiver or modification of any terms of this Escrow Agreement will be effective unless set forth in writing executed by the Developer and the Authority.

10. Successors and Assigns. This Escrow Agreement shall be binding upon and inure to the benefit of the Developer and the Authority and their respective successors and assigns. Escrow Agent may not assign its rights or obligations hereunder without the prior written consent of the Authority and the Developer.

11. Governing Law. This Escrow Agreement has been made under the laws of the State of Georgia, and such laws will control its interpretation.

12. Counterparts. This Escrow Agreement may be executed in counterparts, each of which shall be deemed an original. The signatures to this Escrow Agreement may be executed on separate pages and when attached to this Escrow Agreement, shall constitute one complete document.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

COUNTERPART SIGNATURE PAGE TO ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


Nanda Day Syred
Notary Public

My commission expires: 3/16/23

[Notarial Seal]

THE AUTHORITY:

CITY OF HAMPTON
17 E. Main Street South
Hampton, GA 30228

By: Steve E. Hutchison
Name: Steve E. Hutchison
Its: Mayor

SIGNATURES CONTINUE ON FOLLOWING PAGES

COUNTERPART SIGNATURE PAGE TO ESCROW AGREEMENT

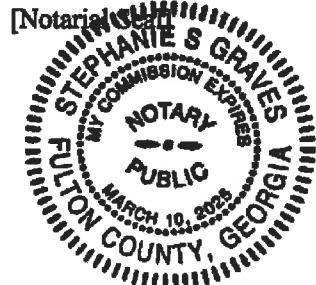
IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



Notary Public

My commission expires/March 10, 2025



THE DEVELOPER:

OAKS SOUTHAMPTON, LLC,
a Delaware limited liability company

By: 

Name: J. Bradford Smith

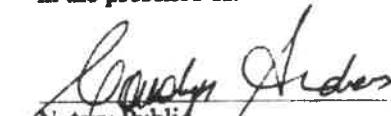
Its: Authorized Signatory

SIGNATURES CONTINUE ON FOLLOWING PAGE

COUNTERPART SIGNATURE PAGE TO ESCROW AGREEMENT

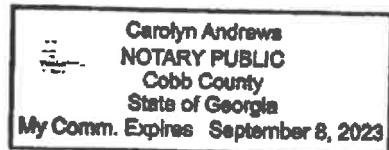
IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


Carolyn Andrews
Notary Public

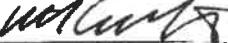
My commission expires:

[Notarial Seal]



ESCROW AGENT:

COLEMAN TALLEY LLP,
a Georgia limited liability partnership

By: 
Name: Harrison Coleman
Its: Partner

Notice Address of Escrow Agent:

Coleman Talley LLP
Attn: Harrison Coleman
3475 Lenox Road, Suite 400
Atlanta, GA 30326
Email: harrison.coleman@colemantalley.com

SCHEDULE "1"

[ESCROW WIRE INSTRUCTIONS TO BE ADDED]

U

U

U

