

WAIVER AND RELEASE

This WAIVER AND RELEASE (this “**Waiver and Release**”), dated as of March 7, 2023, is entered into by and between **THE LEAVEN GROUP LLC**, a Georgia limited liability company (the “**Developer**”), and the **UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“**ACC**”).

RECITALS

WHEREAS, the Developer and ACC have entered into the Community Benefits Agreement, dated March 7, 2023 (the “**CBA**”), relating to the mixed-use redevelopment of the Georgia Square Mall (the “**Project**”); and

WHEREAS, the Developer and ACC desire to set forth herein their understanding and agreement regarding any transactions, actions or omissions relating to the approval or disapproval of the CBA;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. The Developer, on behalf of itself and its affiliates, assigns, representatives and agents, if any, hereby covenants not to sue and fully and completely releases ACC, along with its officials, directors, agents, employees, officers and representatives (collectively, the “Released Parties”), of and from any and all claims, actions, obligations, liabilities, demands and/or causes of action, of whatever kind or character, whether now known or unknown, which the Developer has or might claim to have against the Released Parties in connection with any transaction, action or omission that occurred or failed to occur in connection with the approval or disapproval of the CBA.

2. The unenforceability or invalidity of any provision in this Waiver and Release shall not affect the enforceability or validity of any remaining provisions in this Waiver and Release, which shall be interpreted and construed to fully carry out the intention of the parties. In the event a court of competent jurisdiction finds any provision (or subpart thereof) to be illegal or unenforceable, the parties agree that the court shall be authorized and instructed to rewrite or modify the provision(s) (or subpart(s) thereof) to make the provision(s) (or subpart(s) thereof) and this Waiver and Release valid and enforceable. The provisions contained in this Waiver and Release shall be construed as provisions independent of each other or any other contract between the parties hereto and any illegal or unenforceable provision (or subpart thereof) shall otherwise be severable and shall not affect the validity of the remainder of such provision and any other provision of this Waiver and Release.

3. The parties hereto acknowledge and agree that the covenants and agreements contained in this Waiver and Release shall be construed as covenants and agreements independent of each other or any other contract between the parties hereto and that the existence of any claim or cause of action by one party hereto against another party hereto shall not constitute a defense to the enforcement of said covenants and agreements, except as otherwise provided herein. The

judicial body interpreting this Waiver and Release shall not more strictly construe the terms of this Waiver and Release against one party, it being agreed that all parties and/or their attorneys or agents have negotiated and/or participated in the preparation hereof.

4. No statement or promise, except as herein set forth, has been made with respect to the subject matter of this Waiver and Release. No modification or amendment hereof shall be effective unless in writing and signed by each of the parties hereto, and no agreement by any party that is inconsistent with the provisions hereof shall be enforceable against such party unless evidenced by the written consent of such party.

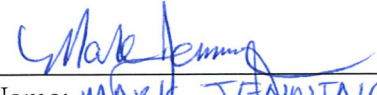
5. This Waiver and Release shall not be assigned without the consent of the parties.

6. This Waiver and Release is being delivered in and shall be construed and enforced in accordance with the laws of the State of Georgia. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Waiver and Release shall be brought against any of the parties exclusively in the courts of the State of Georgia, County of Clarke, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Georgia, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

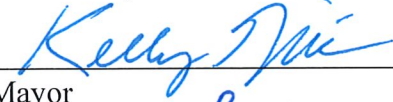
7. The parties acknowledge that it would be difficult to calculate damages from the breach of this Waiver and Release, and that money damages would therefore be an inadequate remedy. Accordingly, upon such breach, the parties acknowledge that the non-breaching party may seek and shall be entitled to temporary, preliminary, and/or permanent injunctive relief, and/or other appropriate orders to restrain such breach.

IN WITNESS WHEREOF, the undersigned have executed this Waiver and Release as of the day and year first above written.

THE LEAVEN GROUP LLC


Name: MARK JENNINGS
Title: MEMBER

**UNIFIED GOVERNMENT OF ATHENS-CLARKE
COUNTY, GEORGIA**


Mayor

Clerk of Commission

Acting

(SEAL)

