

RELEASE OF CLAIMS AND CONSENT TO REZONING

This Release of Claims and Consent to Rezoning ("Release") is being executed for the property, located at _____ Cumming, Georgia 30041, (the "Property") which is adjacent to the Lanier Golf Club. The undersigned is/are the current owner(s) of the Property and hereby affirm that I/we have full authority to enter into this Release and to forever bind the Property.

I/we understand that the Forsyth County Board of Commissioners (the "BOC") is under court order, dated May 12, 2011, to rezone property located at 2080 Buford Dam Road, Cumming, Georgia 30041, known as Lanier Golf Course (the "LGC Property") to a constitutional zoning classification. I/we further understand that Lanier Golf Club Inc. ("Lanier") has requested that the BOC rezone approximately 93.702 acres of the LGC Property nearest Buford Dam Road to the MPD classification with a conditional use permit for a Continuing Care Retirement Community ("MPD/CCRC Property") and rezone approximately 78.603 acres in the rear to the Res-3 zoning classification for 171 residential lots (the "Res-3 Property").

I/we further understand that, in the alternative, Lanier proposes to donate to Forsyth County a minimum of 110 acres for use as green space/park or a nine (9) hole golf course (the "Proposed Donated Property"). The obligation by Lanier to

donate the Proposed Donated Property shall be conditioned upon Lanier's receiving a rezoning of the MPD/CCRC Property and the Res-3 Property substantially consistent with the site plans on file with Forsyth County as of July 7, 2011, and the selling/acquisition of the MPD/CCRC Property that is not included in the Proposed Donated Property to a third-party at a price that is acceptable to Lanier. Donation in fee of the Proposed Donated Property shall be made to the County contemporaneous with the closing of the remaining MPD/CCRC Property to a third party. Pending sale of the Proposed Donated Property, said Property shall remain undeveloped and shall continue its use as a golf course or as green space/park.

The obligation to donate the Proposed Donated Property to Forsyth County will expire at the end of ten (10) years from the date of rezoning approval, or July 7, 2021 (the "Donation Period") if Lanier has been unable to sell the remaining MPD/CCRC Property. If the remaining MPD/CCRC Property is not sold during the Donation Period, this Release shall become null and void, and the Parties hereto agree, for good and adequate consideration exchanged, that the applicable statute of limitations for the Released Claims shall be deemed tolled during the Donation Period, and said statute shall be renewed and extended for a period of thirty (30) days, to August 6, 2021. Lanier agrees to record in the records of the Forsyth County Superior Court Clerk

a restrictive covenant on the Proposed Donated Property that will prevent Lanier, Bank of North Georgia, or any successor in title or interest or assign from conveying the Proposed Donated Property to any individual or entity other than Forsyth County during the Donation Period.

In consideration of the above proposal, I/we hereby release, remise and forever discharge Lanier and Forsyth County, Georgia, their successors, executors, administrators, and assigns, from any and all claims, demands, rights, and causes of action of any kind or nature whatsoever, relating in any way to the LCG Property, the zoning action contemplated in this Release, and specifically the LGC Property's use or discontinuation of use as a golf course ("Released Claims"), from the beginning of time through any future date. In the event the donation anticipated above does occur during the Donation Period, then this Release shall become absolute and all released claims shall be forever forfeited with no revival possible. During the Donation Period, the undersigned agree(s) that I/we shall remove any liens, lis pendens, or other encumbrances affecting the LGC Property for which the undersigned has the power and authority to remove.

I/we represent that we have the authority to enter into this Release of Claims and Consent to Rezoning.

FURTHER AFFIANT SAITH NOT.

Sworn to and subscribed
before me this _____
day of _____, 2011.

Notary Public
My Commission Expires:

FURTHER AFFIANT SAITH NOT.

Sworn to and subscribed
before me this _____
day of _____, 2011.

Notary Public
My Commission Expires:

Agreement as to the tolling agreement, only:

LANIER GOLF CLUB, Inc., by and through,

Its _____

Member

Corporate Seal: