

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 58 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 115 acres in the rear to the A-1 zoning classification (the "Green Space Property").

I/we further understand that Lanier proposes to donate to Forsyth County a minimum of 115 acres for use as green space or a 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 Green Space Property, consistent with an updated site plan to be filed with Forsyth County prior to July 21st, 2011 or the date of rezoning, whichever comes later., and the development/selling/acquisition of any portion of the MPD/CCRC

Property that is not included in the Proposed Donated Property, whether by Lanier, its owners, representatives, or affiliated persons or entities, or by a third-party.

Donation in fee of the Proposed Donated Property shall be made to the County contemporaneous with the closing of a sale of the remaining MPD/CCRC Property to a third party. Pending a sale of the MPD/CCRC Property to a third party, the Proposed Donated Property shall remain undeveloped and shall continue its use as a golf course or as green space. For purposes of clarification and to further manifest the collective intent of the Parties, in no event may the MPD/CCRC Property be developed [by any party], conveyed, sold, licensed or leased without such action triggering an immediate and irrevocable donation of the Proposed Donated Property to the County.

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. And both Lanier and Forsyth County will further insure that no development of any kind, other than for the purpose of a public golf course, can occur on the Proposed Donated Property by any party at any time now, or in the future.

If the MPD/CCRC Property is developed or sold, and the conditions of this agreement, any restrictive covenant agreed to by Forsyth County, or other conditions of zoning and development of the MPD/CCRC Property by Forsyth County (see Exhibit 1 attached) are not met or otherwise violated, this Release shall become null and void.

In consideration of the above proposal, all undersigned parties hereby release, remise and forever discharge one another, all property owners and their legal representatives (see Exhibit B), 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 not occur in accordance with an event that would require the donation be made, as described herein, then this Release shall become null and void. Provided all terms of this Release of Claims and Consent to Rezoning are met by Lanier and Forsyth County, the undersigned agree(s) that I/we shall fully comply with all conditions, remove any liens, lis pendens, or other encumbrances affecting the LGC Property for which the undersigned has the power and authority to comply or remove, respectively.

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 To Conditions for Rezoning and Release

LANIER GOLF CLUB, Inc., by and through,

Its _____

Member

Corporate Seal:

EXHIBIT A

Conditions of zoning by Forsyth County
Restrictive Covenant

EXHIBIT B

List property owners, past or present, that will be released from claims, or might have claims against LANIER, in this zoning matter