DEVELOPMENT AUTHORITY MEETING
SEPTEMBER 2, 2025

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
6:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. STATEMENT OF PURPOSE

The Development Authority of Alpharetta is granted powers and jurisdiction through the State of Georgia General Assembly and a resolution adopted by the Alpharetta City Council on September 3, 1996. The function of this Authority is to promote the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the City of Alpharetta.

4. PUBLIC COMMENT

5. CONSENT AGENDA

A. Approval of Minutes from the Special Called Meeting on July 22, 2025

B. Financial Management Report as of June 30, 2025

6. NEW BUSINESS

A. Bond Resolution for Equifax, Inc.

7. WORK SESSION

A. Lights on the Loop Funding Request - Alpha Loop Foundation

8. PARTNER UPDATE

A. City Department of Economic Development

9. DISCUSSION

10. ADJOURNMENT

STAFF REPORT

Department: Economic Development
Submitted By: Charlie Jewell
Meeting Date: September 2, 2025

AGENDA ITEM:

Approval of Minutes from the Special Called Meeting on July 22, 2025

STAFF RECOMMENDATION:

Approve, as part of the consent agenda, the Development Authority meeting minutes from the special meeting of July 22, 2025.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO | **FISCAL IMPACT:** NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO | **INCLUDED IN CURRENT FY OPRT. BUDGET:** NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

Charlie Jewell, Director of Economic Development, prepared a synopsis of the pertinent information that occurred during the July 22, 2025 Development Authority Special Meeting.

ALTERNATIVES:

ATTACHMENTS:

1. July 22, 2025 Alpharetta Development Authority Meeting Minutes

DEVELOPMENT AUTHORITY
SPECIAL CALLED MEETING
JULY 22, 2025
UNOFFICIAL MEETING MINUTES

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
4:00 PM

This summary is provided as a convenience and service to the public, media, and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This document includes limited presentation by Development Authority and invited speakers in summary form. The public is advised that the tapes recorded at said meeting are a matter of public record and are available upon request.

I. CALL TO ORDER

- ❖ Vice Chairwoman Jill Bernard called the meeting to order at 4:00 p.m.

II. ROLL CALL

Board Members Present: (5-2)
Jill Bernard (Vice Chair)
Shawn Allen (Secretary-Treasurer)
Dan Mitnick
David Chatham
Board Members Absent:
Jack Nugent (Chair)
John Goss
Morgan Smith
Staff present:
Charlie Jewell, Director of Economic Development
Charlotte Christian, Economic Development Manger
Mandy York, Economic Development Marketing Coordinator
Melissa Tracy, Development Authority General Legal Counsel
Allison Dyer, Development Authority Bond Counsel

III. STATEMENT OF PURPOSE

The Development Authority of Alpharetta is granted powers and jurisdiction through the State of Georgia General Assembly and a resolution adopted by the Alpharetta City Council on September 3, 1996. The function of this Authority is to promote the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the City of Alpharetta.

- ❖ Vice Chairwoman Jill Bernard read the statement of purpose.

IV. PUBLIC COMMENT

- General
  - ❖ No member of the public came forward for public comment and no public comment cards were received.

V. CONSENT AGENDA

a. **Approval of Minutes from the Meeting of June 3, 2025**
b. **Financial Management Report as of April 30, 2025**
c. **Financial Management Report as of May 31, 2025**

- ❖ Authority Member David Chatham motioned to approve the consent agenda.
  - o Secretary-Treasurer Shawn Allen seconded the motion.
    - ▪ Motion passed (4-0).

VI. NEW BUSINESS

a. Revenue Note Resolution for Dogwood Square, LP

- Economic Development Director Charlie Jewell introduced the item as a resolution to approve a revenue note not to exceed $20,000,000 to support the financing acquisition, and rehabilitation of a senior living facility located at 555 Janis Lane in Alpharetta. He explained that this resolution would authorize the issuance of revenue note Series 2025A and 2025B not to exceed an aggregate amount of $20,000,000, and it was the recommendation of staff and legal counsel that the issuance of the notes would be in accordance with the public purpose for which the development authority was created.
- Development Authority Bond Counsel Allison Dyer provided an overview of the note documents prepared by Holland and Knight. She noted that this is not a loan but that the Authority was a “pass through issuer” for this loan from a private lender, Pinnacle Bank. She noted the Authority is fully indemnified by this note, and that the Authority is not pledging it’s credit nor the city’s credit for the project.
- Glenda Leduc, President of Mansermar Inc, represented the development team and provided a presentation on the planned renovations for the property.
- The Development Authority discussed the scope of the project renovations, the process of relocating residents during renovations, and the timeframe of the project.
  - ❖ Secretary-Treasurer Shawn Allen motioned to adopt the Revenue Note Resolution for Dogwood Square LP.
    - Authority member Dan Mitnick seconded the motion.
      - ▪ Motion passed (4-0).

b. Consideration of Amended and Restated Land Use Restriction Agreement: LWV TPA Lakeview Residences

- Charlie Jewell introduced explaining that LWV TPA Lakeview Residence LLC was seeking changes to the Amended and Restated Land Use Restriction Agreement (LURA) for the Eden at Lakeview project located at 4115 Lake Street. In 2022, the Authority entered into a bond leaseback transaction with LWV TPA Lakeview Residents provide an ad-valorum property tax incentives to stimulate the construction a mixed use residential and retail building. Construction began in 2022 and concluded in 2024. Pursuant to the terms of the 2022 lease agreement, TPA Lakeview was seeking to revise the LURA to clarify language in the agreement. The LURA is a City requirement tied to the conditions of zoning for the project. He noted that the City of Alpharetta Community Development Department had reviewed the proposed LURA, and found them to be in compliance with the zoning conditions on that property. Staff and legal counsel recommended that the revised LURA be approved.
- Development Authority Legal Counsel Melissa Tracy explained that the approval of this LURA was required by the Development Authority as a formality as the title holder.

- ❖ Development Authority Member Dan Mitnick motioned to approve the Amended and Restated Land Use Restriction Agreement for LWV TPA Lakeview Residences
  - Development Authority David Chatham seconded the motion.
    - Motion passed (4-0).

c. Resolution Regarding the Transfer of LWV TPA Lakeview LLC Series 2022 Taxable Revenue Bonds

- Charlie Jewell introduced the item as also pertaining to the 2022 LWV TPA Lakeview Residents project (Eden at Lakeview project) located at 4115 Lake Street.
- In 2022, the Authority entered into a bond leaseback transaction with LWV TPA Lakeview Residents as previously mentioned, and now in accordance with that agreement, LWV TPA Lakeview Residents LLC had entered into a real estate purchase and sale agreement with Areit Eden LLC. Areit Eden LLC would purchase the interest in that project. Both entities request the approval of the sale and transfer of the Eden at Lakeview Project, and the assignment of the documents that LVW TPA Lakeview had entered into with the authority connected with the existing tax incentive. LWV TPA Lakeview has confirm that the project has been completed and stabilized, and currently 93% leased. Staff and legal counsel recommended the approval of the resolution to approve the transfer.
- Allison Dyer explained that the owner of the project have the right to sell and transfer this property under the existing agreement, and that the resolution was a request to authorize the approval of the necessary documents for that transaction.
  - ❖ Secretary-Treasurer Shawn Allen motioned to adopt the resolution regarding the transfer of the LWV TPA Lakeview LLC Series 2022 Taxable Revenue Bonds.
    - Development Authority Dan Mitnick seconded the motion.
      - Motion passed (4-0).

VII. Partner Update

a. City of Alpharetta Economic Development

- Charlie Jewell provided an update on economic development efforts.
- Mr. Jewell noted that Economic Development Manager Charlotte Christian would be leaving her role at the City of Alpharetta in the coming month to move out of state, and that he was actively interviewing individuals to fill the Economic Development Manager role.
- Mr. Jewell shared a recent marketing brochure that was used at the BIO International Conference, and upcoming marketing at events at the Connections and Closers and the 2025 Fintech South Conference.
  - ❖ No action was taken on this item.

VIII. DISCUSSION

- ❖ No action was taken on this item.

IX. ADJOURNMENT

- ❖ With there being no further business to hear or discuss, Chairman Nugent adjourned the meeting at 4:42 p.m.

Respectfully submitted,

Charlie Jewell, Director of Economic Development

STAFF REPORT

Department: Economic Development
Submitted By: Charlie Jewell
Meeting Date: September 2, 2025

AGENDA ITEM:

Financial Management Report as of June 30, 2025

STAFF RECOMMENDATION:

Approve, as part of the consent agenda, the Financial Management Report for the month ending June 30, 2025.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

On a monthly basis, the City of Alpharetta Finance Department prepares detailed revenue and expenditure statements for financial accounts held by the Development Authority of Alpharetta.

ALTERNATIVES:

ATTACHMENTS:

1. June 2025 Financial Management Report

Alpharetta Development Authority

Finance Department
2 Park Plaza, Alpharetta, GA 30009
Thomas G. Harris, Finance Director
(678) 297-6094 (o)
www.alpharetta.ga.us

Financial Management Reports

for the month ending June 30, 2025
(period 12 of 12 – unaudited)

ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of June 30, 2025 (unaudited)

	Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
	Revenues					
	99575100-346900	Bond Application Fee	$ 164,563	$ 164,563		$ 0
	99575100-361000	Investment Earnings	-	15,250		(15,250)
	99575100-371000-C1532	Tech Alpharetta Operational Funding (IGA with COA)	95,000	95,000		-
	99575100-371000-C2529	Market Feasibility Study (ACVB Contribution)	75,000	75,000		-
(2)	99575100-381000-C1535	Tech Alpharetta Incubator Operations	7,356	7,355		-
		subtotal	***$ 341,919***	***$ 357,168***		***$ (15,250)***
(1)	99575100-395000	Carryforward Fund Balance	$ 284,976	$ -		$ 284,976
		subtotal	***$ 284,976***	***$ -***		***$ 284,976***
		Total	**$ 626,895**	**$ 357,168**		**$ 269,726**
	Expenditures					
	99575100-571000	Local Job Creation Grant Program	$ 32,500	$ -	$ -	$ 32,500
	99575100-521200-C2529	Market Feasibility Study	150,000	10,900	139,100	-
	99575100-544100-C1532	Tech Alpharetta Operational Funding	95,000	95,000	-	-
(2)	99575100-544100-C2525	Tech Alpharetta Relocation MOU	27,865	27,865	-	-
	99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
	99575100-544100-C2422	Connect Forward Grant Program	50,000	-	-	50,000
		subtotal	***$ 376,313***	***$ 133,765***	***$ 139,100***	***$ 103,448***
(2)	99575100-523860-C1535	Tech Alpharetta Incubator Operation (Maint. Contracts)	$ 2,888	$ 2,888	$ -	$ 0
(2)	99575100-531200-C1535	Tech Alpharetta Incubator Operation (Misc. Utilities)	317	316	-	1
(2)	99575100-531210-C1535	Tech Alpharetta Incubator Operation (Water/Sewer)	44	43	-	1
(2)	99575100-531220-C1535	Tech Alpharetta Incubator Operation (Natural Gas)	881	880	-	1
(2)	99575100-531230-C1535	Tech Alpharetta Incubator Operation (Electricity)	1,617	1,617	-	0
		subtotal	***$ 5,747***	***$ 5,744***	***$ -***	***$ 3***
	99575100-579000	Reserve	$ 244,835	$ -	$ -	$ 244,835
		Total	**$ 626,895**	**$ 139,509**	**$ 139,100**	**$ 348,286**

(1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.

(2) These initiatives are complete with no further collections/expenses anticipated.

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining

Fund Balance Reconciliation

Fund Balance (beginning of Fiscal Year)	**$**	**284,976**
Revenues collected to date		357,168
Expenditures incurred to date		(139,509)
Fund Balance (current)	**$**	**502,635**
Forecasted revenue collections (Tech Alpharetta Operational Funding from the City)		-
Fund Balance*	**$**	**502,635**
Fund Balance Allocation (forecasted):		
Non-Spendable (unspent/remaining project allocations)	$	242,548
Spendable (available for investment by the Board)		260,087
	$	**502,635**

** May differ from the Fund Balance figures in the attached Balance Sheet due to forecasted revenue collections that are anticipated, but not yet collected.*

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GAAP

Financial Statements

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
June 30, 2025

ASSETS		
Current Assets:		
Cash and Cash Equivalents	$	513,535
Investments		-
Receivables		-
Restricted Cash for Bond Issuance Costs		-
Total Assets		**513,535**
LIABILITIES		
Current Liabilities:		
Accounts Payable		10,900
Deferred Revenue		-
Due to Other Funds		-
Total Current Liabilities		10,900
Current Liabilities Payable from Restricted Assets:		
		-
Total Current Liabilities Payable from Restricted Assets		-
Noncurrent Liabilities:		
		-
Total Noncurrent Liabilities		-
Total Liabilities		10,900
Fund Balance		
Restricted		242,548
Unallocated		260,087
Total Fund Balance		502,635
Total Liabilities & Fund Balance	**$**	**513,535**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended June 30, 2025

	Actual Amounts
Revenues	
Rent/Royalties	$ 164,563
State Grant	-
Fees	-
Contributions & Donations	170,000
Miscellaneous Income-Interest	15,250
Miscellaneous Revenue	7,355
Total Revenues	**357,168**
Expenditures	
Economic Development	272,865
Maintenance Contracts	2,888
Donation to private source	-
Utilities - Miscellaneous	2,856
Debt Service:	
Principal	-
Interest	-
Total Expenditures	**278,609**
Excess (deficiency) of revenues over (under) expenditures	78,559
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	78,559
Fund Balance, Beginning of Year	**284,976**
Encumbrances	139,100
Fund Balance, End of Year	**502,635**

STAFF REPORT

Department: Economic Development
Submitted By: Charlie Jewell
Meeting Date: September 2, 2025

AGENDA ITEM:

Bond Resolution for Equifax, Inc.

STAFF RECOMMENDATION:

To approve a bond resolution for Equifax, Inc. in an amount not to exceed $37,000,000 and authorize the Chair to execute all necessary documents.

ITEM DESCRIPTION:

Equifax, Inc. is proposing an expansion of its campus in the City of Alpharetta, located at 1505 Windward Concourse, Alpharetta, GA 30005 (Equifax Inc. Project). The company would renovate the third floor of the JVW1 building to repurpose it from a data center into a workspace for its Corporate Technology Team. The project would create 244 new jobs with an average annual salary of $150,000 and include a $25 million capital investment in real property improvements and new furniture, fixtures, and equipment.

Equifax will subdivide the existing 17.14-acre property into two parcels, with one subdivided parcel of approximately 9 acres including the to-be-renovated building (Tract 1), and the second parcel of approximately 8.14 acres including the JVW2 Building and adjoining parking deck (Tract 2). Only the real property in Tract 1 would be subject to the bond resolution which has an estimated value, with improvements, of $37,000,000.

The Alpharetta Development Authority approved a bond inducement resolution at its meeting on May 6, 2025, declaring the Authority's preliminary intention to issue taxable revenue bonds in the amount not to exceed $37,000,000 for the project. Approval of the bond resolution would authorize the chair to execute all necessary documents related to that issuance.

The project is competitive, with locations outside the City of Alpharetta considered. Given the significant construction build-out costs at the Alpharetta campus, the revenue bond issuance and subsequent tax incentive will play a critical role in the location decision.

ATTACHMENTS:

1. Bond Resolution (Equifax)
2. A - Lease Agreement (Equifax)
3. B - Indenture of Trust (Equifax)
4. C - Bond Purchase Agreement (Equifax)
5. D - Guaranty Agreement (Equifax)
6. E - Home Office Payment Agreement (Equifax)
7. F - Memorandum of Agreement (Equifax)

BOND RESOLUTION

A RESOLUTION OF THE DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA AUTHORIZING, INTER ALIA, THE ISSUANCE OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $37,000,000 OF DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA TAXABLE REVENUE BONDS (EQUIFAX INC. PROJECT), SERIES 2025

Adopted September 2, 2025

Exhibit “A” - Form of Lease Agreement;

Exhibit “B” - Form of Indenture of Trust;

Exhibit “C” - Form of Bond Purchase Agreement;

Exhibit “D” - Form of Guaranty Agreement;

Exhibit “E” - Form of Home Office Payment Agreement; and

Exhibit “F” - Form of Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest;

BOND RESOLUTION

WHEREAS, the Development Authority of Alpharetta, Georgia, a public body corporate and politic (the "Issuer") created and existing pursuant to the provisions of the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62), as amended (the "Act"), and an activating resolution of the Mayor and Council of the City of Alpharetta, Georgia adopted on February 23, 1981, its directors have been appointed as provided therein and are currently acting in that capacity; and

WHEREAS, the Issuer has been created and activated to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities and to promote the general welfare of the State of Georgia; the Act empowers the Issuer to issue its revenue obligations, in accordance with the applicable provisions of the Revenue Bond Law of the State of Georgia (O.C.G.A. Sections 36-82-60 et seq.); as heretofore and hereafter amended, for the purpose of acquiring, constructing and installing any "project" (as defined in the Act) for lease or sale to prospective tenants or purchasers in furtherance of the public purpose for which it was created; and

WHEREAS, in accordance with the applicable provisions of the Act, the Issuer, in furtherance of the public purpose for which it was created, proposes to enter into a Lease Agreement (the "Lease Agreement"), dated as of the date of its execution and delivery, with Equifax Inc., a Georgia corporation (in such capacity, the "Company"), under the terms of which the Issuer agrees to finance the acquisition, construction, development, renovation, improvement, and equipping of an existing building to transition current space from a data center to a larger workspace for its expanding corporate technology team, as part of its transition to cloud-based IT operations located at 1505 Windward Concourse in the City of Alpharetta, Georgia (collectively, the "Project"), all as is more fully set forth in the Lease Agreement for the exclusive use and occupancy of the Company and the Company agrees to pay to the Issuer specified rents and other payments which will be fully sufficient to pay the principal of and interest on the Bonds hereinafter authorized as the same become due and to pay certain administrative expenses in connection with said Bonds; and

WHEREAS, after careful study and investigation by the Issuer, it appears to be in the best interest of the citizens of Alpharetta, Georgia (the "City"), that the Lease Agreement be entered into, and the Issuer has found and does hereby declare that the financing of the acquisition, construction, development, renovation, improvement and equipping of the Project is a lawful and valid public purpose in that it will further the public purpose intended to be served by Sections 36-62-2(6)(N) and 36-80-25 of the Act (and not as a "project" described in Section 36-62-2(6)(J) of the Act or in any other provision of the Act defining the term "project" or authorizing "project") by developing trade, commerce, industry and employment opportunities for the public good and the general welfare and promote the general welfare of the State of Georgia; that the issuance of the Bonds to acquire the Project and the leasing thereof to the Company will be in the public interest of the inhabitants of Fulton County, Georgia and of the State of Georgia; that the Project and the use thereof will further the public purposes of the Act for which the Issuer was created, and that the Project and the Bonds will be sound, feasible, and reasonable; and

WHEREAS, the Issuer further finds and determines that (i) the adoption of this Bond Resolution and the subsequent issuance of the Bonds to acquire the Project does not constitute a "business loan" or confer any other "public benefit" within the meaning of Section 50-36-1 of the Act, and (ii) neither the Company nor any other participant in the transaction involving the Bonds or the Project and their respective counsel constitute "an applicant for public benefits" within the meaning of Section 50-36-1 of the Act in connection with the issuance of the Bonds; therefore, such persons are not subject to Systematic Alien Verification and Entitlement pursuant to such code section in connection with the issuance of the Bonds; and

WHEREAS, the Issuer further finds and determines that the Project is not a public project and is therefore not subject to the Georgia Local Government Public Works Construction Law (Section 36-91-1, et seq. of the Act) in the County; and

WHEREAS, a project summary for the Project has been prepared by the Company, and it is estimated that the cost of the Project will be approximately $37,000,000; and

WHEREAS, the most feasible method of financing the acquisition, construction, development, renovation, improvement and equipping of the Project is by the issuance of an aggregate principal amount not to exceed $37,000,000 of Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025 (the "Bonds"); and

WHEREAS, under the terms of the Lease Agreement, the Issuer will receive specified rents and other payments from the Company, which said payments shall be assigned and pledged, together with the Lease Agreement itself, all rental payments and other payments to be received pursuant to the Lease Agreement, and all amounts on deposit from time to time in the "Bond Fund" and the "Project Fund" (as such terms are defined in the Lease Agreement) as security for the payment of the principal of and interest on the Bonds; and

WHEREAS, it is necessary that all right, title and interest of the Issuer in the Lease Agreement, together with the Lease Agreement itself (except certain rights reserved by the Issuer) be assigned to a corporate trustee under the terms of an Indenture of Trust (the "Indenture"), dated as of the date of its execution and delivery, to be entered into by and between the Issuer and Synovus Bank, a Georgia banking corporation, and authorized to accept and execute trusts of the character herein set out, as trustee (the "Trustee"); and

WHEREAS, the Trustee, the Issuer, the Company, and Equifax Inc., in its capacity as purchaser of the Bonds (in such capacity, the "Purchaser"), propose to enter into a Home Office Payment Agreement (the "Home Office Payment Agreement"), pursuant to which the Company will agree, among other things, to pay directly to the Purchaser the moneys sufficient to provide for the payment of the debt service on the Bonds; and

WHEREAS, the Company, as guarantor, has agreed to enter into a Guaranty Agreement, dated as of the date of its execution and delivery (the "Guaranty Agreement"), pursuant to which the Company agrees to pay to the Trustee for the benefit of the owners from time to time of the

Bonds, rental payments set forth under the Lease Agreement as the same become due together with other fees and expenses thereunder; and

WHEREAS, the leasehold interest of the Company shall be valued for ad valorem property taxes in accordance with a Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest (the "Tax Memorandum"), among the Issuer, the Company and the Fulton County Board of Assessors;

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

Section 2. Findings. It is hereby ascertained, determined and declared that:

(a) the acquisition, construction, development, renovation, improvement and equipping of the Project (and the financing thereof as a "project" under Sections 36-62-2(6)(N) and 36-80-25 of the Act) is a lawful and valid public purpose in that it will further the public purpose intended to be served by the Act including the development of trade, commerce, industry and employment opportunities in the County;

(b) the Project meets the requirements for a "Project" as such term is defined in Sections 36-62-2(6)(N) and 36-80-25 of the Act, in so far as a majority of the members of the Issuer hereby determine that the Project and the financing thereof by the Issuer is for the essential public purpose of the development of trade, commerce, industry and employment opportunities in the City of Alpharetta, Georgia and Fulton County, Georgia;

(c) the specified rents and other payments to be received by the Issuer under the Lease Agreement will be fully sufficient to pay the principal of and the interest on the Bonds as the same become due and to pay certain administrative expenses in connection with the Bonds;

(d) the Company is required to maintain the Project therein described and to carry all property insurance with respect thereto at the expense of the Company and also to pay the Trustee's annual fee for serving as Trustee and paying agent;

(e) the Bonds will constitute only limited obligations of the Issuer and will be payable solely from the revenues to be assigned and pledged to the payment thereof and will not constitute a debt or a general obligation or a pledge of the faith and credit of the State of Georgia, Fulton County, Georgia, or Alpharetta, Georgia and will not directly, indirectly, or contingently obligate said State, County or City to levy or to pledge any form of taxation whatever for the payment thereof; and

(f) the Project will be self-liquidating and the Issuer shall not operate the Project as a business other than as a lessor.

Section 3. Authorization of Project. The acquisition, construction, development, renovation, improvement, installation and equipping of the Project as contemplated in the Lease Agreement is hereby authorized.

Section 4. Authorization of Bonds. For the purpose of paying the cost, in whole or in part, of acquiring, constructing, developing, renovating, improving and equipping the Project, the issuance in one or more series, of an aggregate principal amount not to exceed $37,000,000 of revenue bonds of the Issuer known as the "Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025," is hereby authorized. The Bonds shall be dated, mature, bear interest, be subject to redemption prior to maturity and be payable as set forth in Articles II and III of the Indenture. The Bonds shall be issued as registered Bonds without coupons in various denominations with such rights of exchangeability and transfer and shall be in the form and executed and authenticated in the manner provided in the Indenture. The term "Bonds" as used herein shall be deemed to mean and include the Bonds as initially issued and delivered and Bonds issued in exchange therefor or in exchange for Bonds previously issued.

Any Bonds hereafter issued in exchange for the Bonds initially issued and delivered pursuant to the Indenture shall be executed in accordance with the provisions of the Indenture and such execution by the Chairman or Vice Chairman and Secretary-Treasurer or Assistant Secretary-Treasurer of the Issuer, whether present or future, is hereby authorized. A certificate of validation shall be endorsed upon each of such Bonds hereafter issued, and the Clerk of the Superior Court of Fulton County, Georgia, is instructed to execute such certificate of validation upon the written request of the Trustee or the Issuer, specifying that such Bond is being issued in exchange or for transfer of registration for one of the Bonds issued and delivered to the initial purchaser thereof or one of the Bonds previously issued in exchange therefor.

Section 5. Authorization of Lease Agreement. The execution, delivery and performance of the Lease Agreement by and between the Issuer and the Company be and the same are hereby authorized. The Lease Agreement shall be in substantially the form attached hereto as Exhibit "A," subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Lease Agreement by the Chairman or Vice Chairman and Secretary-Treasurer or Assistant Secretary-Treasurer of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

Section 6. Authorization of Indenture. In order to secure the payment of the principal of and interest on the Bonds herein authorized, and in order to secure the performance and observance of all the agreements and conditions in the Bonds, the execution, delivery and performance of the Indenture by and between the Issuer and the Trustee be and the same are hereby authorized. The Indenture shall be in substantially the form attached hereto as Exhibit "B," subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Indenture by the Chairman or Vice Chairman and Secretary-Treasurer or Assistant Secretary-Treasurer of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

Section 7. Authorization of Bond Purchase Agreement. The execution, delivery and performance of the Bond Purchase Agreement providing for the sale of the Bonds, by, between and among the Issuer and the Company, in its capacity as lessee and in its separate capacity as purchaser of the Bonds, be and the same are hereby authorized. The Bond Purchase Agreement shall be in substantially the form attached hereto as Exhibit "C," subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Bond Purchase Agreement by the Chairman or Vice Chairman of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

Section 8. Acknowledgment of Guaranty Agreement. The Guaranty Agreement to be entered into by and between the Company and the Trustee in connection with the issuance of the Bonds shall be in substantially the form attached hereto as Exhibit "D," subject to such minor changes, insertions or omissions as may be approved by the Company and the Trustee prior to the execution and delivery thereof.

Section 9. Authorization of Home Office Payment Agreement. The execution, delivery and performance of the Home Office Payment Agreement, among the Trustee, the Issuer and the Company and the Purchaser, be and the same are hereby authorized. The Home Office Payment Agreement shall be in substantially the form attached hereto as Exhibit "E," subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Home Office Payment Agreement by the Chairman or Vice Chairman and Secretary-Treasurer or Assistant Secretary-Treasurer of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

Section 10. Authorization of Tax Memorandum. The execution, delivery and performance of the Tax Memorandum among the Issuer, the Company, and the Fulton County Board of Assessors, be and the same are hereby authorized. The Tax Memorandum shall be in substantially the form attached hereto as Exhibit "F," subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Tax Memorandum by the Chairman or Vice Chairman of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

Section 11. Designation of Trustee. Synovus Bank, a Georgia banking corporation authorized to accept and execute trusts of the character herein set out is hereby designated Trustee under the Indenture, Paying Agent and Bond Registrar for the Bonds.

Section 12. Execution of Bonds. The Bonds shall be executed in the manner provided in the Indenture and the same shall be delivered to the Trustee for proper authentication and delivery to the purchaser or purchasers thereof with instructions to that effect as provided in the Indenture. Anything herein or in the Indenture to the contrary notwithstanding, the Chairman or Vice Chairman of the Issuer is hereby authorized to execute the Bonds in the event of the absence or incapacity of the Chairman or Vice Chairman of the Issuer, and any Assistant Secretary-Treasurer of the Issuer is hereby authorized to attest the Bonds in the absence or incapacity of the Secretary-Treasurer of the Issuer.

Section 13. Validation of Bonds. The Chairman or, in his absence or incapacity, the Vice Chairman of the Issuer is hereby authorized and directed to immediately notify the District Attorney of the Atlanta Judicial Circuit of the action taken by the Issuer, to request such District

Attorney to institute a proceeding to confirm and validate the Bonds and to pass upon the security therefor, and said Chairman or Vice Chairman and Secretary-Treasurer or Assistant Secretary-Treasurer of the Issuer are further authorized to acknowledge service and make answer in such proceeding.

Section 14. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Lease Agreement, the Indenture and the Bond Purchase Agreement shall be deemed to be a stipulation, obligation or agreement of any officer, director, member, agent or employee of the Issuer in his individual capacity, and no such officer, director, member, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 15. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, 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 intent of this Bond Resolution and 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 issuance of the Bonds and the execution and delivery of the Indenture, the Lease Agreement, the Bond Purchase Agreement, the Home Office Payment Agreement and the Tax Memorandum.

The Chairman or Vice Chairman and Secretary-Treasurer or Assistant Secretary-Treasurer of the Issuer are hereby authorized and directed to prepare and furnish to the purchaser or purchasers, when the Bonds are issued, certified copies of all the proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer as to the truth of all statements contained therein.

Section 16. Actions Approved and Confirmed. All acts and doings of the officers of the Issuer which are in conformity with the purposes and intents of this Bond Resolution and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Indenture, the Lease Agreement, the Bond Purchase Agreement, the Home Office Payment Agreement and the Tax Memorandum shall be, and the same hereby are, in all respects approved and confirmed.

Section 17. 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 or of the Bonds authorized hereunder.

Section 18. 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.

Section 19. Performance Audit. The Issuer hereby waives the provisions of O.C.G.A. § 36-82-100 requiring that a performance audit or performance review be conducted with respect to the expenditure of the proceeds of the Bonds. The notice of the hearing to validate the Bonds shall contain a specific waiver expressly stating that no performance audit or performance review shall be conducted with respect to the expenditure of the proceeds of the Bonds.

Section 20. Effective Date. This Bond Resolution shall take effect immediately upon its adoption.

ADOPTED this 2nd day of September, 2025.

DEVELOPMENT AUTHORITY OF
ALPHARETTA, GEORGIA

(SEAL)

By:________________________________
Chairman

Attest:

____
Secretary-Treasurer

<u>EXHIBIT “A”</u>

Form of Lease Agreement

EXHIBIT "B"

Form of Indenture of Trust

EXHIBIT "C"

Form of Bond Purchase Agreement

<u>EXHIBIT “D”</u>

Form of Guaranty Agreement

EXHIBIT “E”

Form of Home Office Payment Agreement

EXHIBIT "F"

Form of Memorandum of Agreement Regarding Lease Structure and
Valuation of Leasehold Interest

SECRETARY'S CERTIFICATE

I, the undersigned Secretary-Treasurer of the Development Authority of Alpharetta, Georgia (the "Issuer"), DO HEREBY CERTIFY, that the foregoing pages of typewritten matter pertaining to an aggregate principal amount not to exceed $37,000,000 of the Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025, constitute a true and correct copy of the Bond Resolution, adopted on September 2, 2025, by the directors of the Issuer in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Bond Resolution appears of record in the Minute Book of the Issuer which is in my custody and control.

WITNESS my hand and the official seal of the Development Authority of Alpharetta, Georgia, this 2nd day of September, 2025.

____

Secretary-Treasurer
Development Authority of Alpharetta, Georgia

(SEAL)

LEASE AGREEMENT

between

DEVELOPMENT AUTHORITY
OF ALPHARETTA, GEORGIA

and

EQUIFAX INC.

Dated as of [______], 2025

This Lease Agreement and all right, title and interest of the Development Authority of Alpharetta, Georgia in any rents, revenues and receipts derived under this Lease Agreement have been assigned to Synovus Bank, as trustee under the Indenture of Trust, dated as of [______], 2025, from the Development Authority of Alpharetta, Georgia which secures an aggregate principal amount not to exceed $37,000,000 of Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025, and any Additional Bonds issued thereunder.

LEASE AGREEMENT
TABLE OF CONTENTS

(The Table of Contents for this Lease Agreement is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provisions of this Lease Agreement.)

Page

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of [______], 2025, by and between the DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA (the "Issuer"), a public body corporate and politic of the State of Georgia, as lessor, and EQUIFAX INC. (the "Lessee"), a corporation incorporated and existing under the laws of Georgia, as lessee.

W I T N E S E T H:

That in consideration of the respective representations and agreements hereinafter contained, the Issuer and the Lessee agree as follows (provided, that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt on its part but shall be payable solely out of the rents, revenues and receipts derived from this Lease, the sale of the bonds referred to in Section 4.2 hereof, the insurance and condemnation awards as herein described and any other rents, revenues and receipts arising out of or in connection with its ownership of the Project as hereinafter defined) (but excluding the Unassigned Rights, as defined herein):

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to the words and terms elsewhere defined in this Lease, the following words and terms as used in this Lease shall have the following meanings unless the context or use indicates another or different meaning or intent. Terms which are not defined in this Lease shall have the meaning specified in Article I of the Indenture except as herein otherwise expressly provided or unless the context requires otherwise.

"Act" means the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62-1 et seq.), as amended.

"Additional Bonds" means the bonds, other than the Series 2025 Bonds, authorized under the Indenture and authenticated and delivered in accordance with Sections 401 and 402 of the Indenture.

"Appurtenant Easements" means those easements benefitting the Project from time to time including easements entered into by Lessee in accordance with this Lease described in Exhibit "G".

"Authorized Issuer Representative" means the person or persons at the time designated to act on behalf of the Issuer by certificate furnished to the Lessee and the Trustee containing the specimen signature of each such person and signed by the Chair or Vice Chair of the Issuer. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Issuer Representative. Such certificate shall be effective until revoked in writing.

"Authorized Lessee Representative" means the person or persons at the time designated to act on behalf of the Lessee by written certificate furnished to the Issuer and the Trustee containing the specimen signature of each such persons and signed on behalf of the Lessee by the Chair of the board, president or any vice president of the Lessee. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Lessee Representative. Such certificate shall be effective until revoked in writing.

"Bond" or "Bonds" means any or all of the Series 2025 Bonds and any Additional Bonds issued by the Issuer pursuant to the Indenture.

"Bond Fund" means the Bond principal and interest payment fund created by Section 602 of the Indenture and within which has been established a General Account and a Special Account. Any reference herein to the "Bond Fund" without further limitation or explanation shall be deemed to be a reference to the General Account in the Bond Fund.

The term "bondholder" or "holder of the Bonds" means the registered owner of any fully registered Bond.

"Bond Purchase Agreement" means the Bond Purchase Agreement, dated as of [______], 2025, among the Issuer, the Lessee, in its capacity as Lessee under this Lease, and Lessee, in its capacity as purchaser of the Series 2025 Bonds.

"Building" means those certain facilities forming part of the Project located on the Leased Land, and not constituting a part of the Leased Equipment, the acquisition, construction or installation of which or the improvements or replacement thereto, in whole or in part, is to be financed with the proceeds from the sale of the Bonds, as they may at any time exist.

"Closing Date" means the date of the issuance and delivery of the initial series of Series 2025 Bonds issued pursuant to the Indenture.

"Completion Date" means the date of completion of the acquisition, construction and installation of the Project as that date shall be certified as provided in Section 4.5 hereof. The receipt of an initial certificate of occupancy (whether temporary or final, whichever is received first) for any portion of the Project, shall constitute the completion date for purposes of this Agreement.

"Construction Period" means the period beginning on the date on which the Bonds are delivered to the first purchaser or purchasers thereof or the date upon which the acquisition, construction and installation of the Project began, whichever is earlier, and ending on the Completion Date.

"Costs of the Project" means any and all costs of the acquisition, construction, installation, development and equipping of the Project or any other "cost of project" relating to the Project as such term is defined in O.C.G.A. 36-62-2(2).

"Counsel" means an attorney or firm thereof admitted to practice law before the highest court of any State of the United States of America or the District of Columbia. An attorney for the Issuer or the Lessee may be eligible for appointment as Counsel.

"Default Rate" shall mean that rate of interest per annum borne by the Bonds, plus 200 basis points.

"Event of Default" means any of the events described in Section 10.1 hereof.

"Fee Mortgage" means a Mortgage of the fee simple interests in the Project previously owned by Lessee immediately preceding conveyance of the Project by Lessee to Issuer.

"Financing Statements" means any and all financing statements (including continuation statements) filed for record from time to time to perfect the security interests created by the Indenture.

"Government Obligations" means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, or (b) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and interest on which is fully and unconditionally guaranteed as a full faith and credit obligation of the United

States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of the Trustee and are not subject to redemption prior to maturity by anyone other than the holder thereof.

"Home Office Payment Agreement" means the Home Office Payment Agreement, among the Trustee, Issuer and Lessee, of even date herewith.

"Indenture" means the Indenture of Trust between the Issuer and the Trustee, of even date herewith, pursuant to which, inter alia, (a) the Bonds are authorized to be issued and (b) the Issuer's interest in this Lease and the rents, revenues and receipts arising out of or in connection with the Issuer's ownership of the Project (but excluding the Unassigned Rights) are to be pledged and assigned to the Trustee as security for the payment of the principal of and interest on the Bonds, including any indenture supplemental thereto.

"Independent Counsel" means an attorney or firm thereof duly admitted to practice law before the highest court of any state in the United States of America or the District of Columbia and not an employee of or regularly retained by either the Issuer or the Lessee.

"Issuer" means the Development Authority of Alpharetta, Georgia a public body corporate and politic created and existing under the Constitution and the laws of the State of Georgia, and its lawful successors and assigns.

"Issuer Documents" means this Lease, the Indenture, the Bond Purchase Agreement, the Memorandum of Agreement, the Home Office Payment Agreement and any Limited Warranty Deed and Bill of Sale.

"Lease" means this Lease Agreement as it now exists and as it may hereafter be amended pursuant to Article XIV of the Indenture.

"Lease Term" means the duration of the leasehold interest created by this Lease as specified in Section 5.1 hereof.

"Leased Equipment" means those items of machinery, equipment, furniture, fixtures and related property to be acquired and/or installed with proceeds from the sale of the Bonds or the proceeds of any payment by the Lessee pursuant to Section 4.6 hereof and any item of machinery, equipment, furniture, fixtures and related property acquired and installed in substitution therefor and renewals and replacement thereof pursuant to Sections 6.2, 7.1 and 7.2 hereof, less such machinery, equipment, furniture, fixtures and related property as may be released from this Lease pursuant to Section 6.2 hereof or taken by the exercise of power of eminent domain as provided in Section 7.2 hereof, but not including the Lessee's own machinery, equipment, furniture, fixtures and related property installed under the provisions of Section 6.1 hereof. The Leased Equipment insofar as it will be initially installed as a part of the Project is more fully described in Exhibit "B" attached hereto and by this reference made a part of this Lease.

"Leased Land" means the real estate and interests in real estate described in Exhibit "A" attached hereto and by this reference made a part hereof, together with all easements, hereditaments, tenements and other rights and privileges of any kind appurtenant thereto, less such real estate and interests in real estate as may be released from this Lease pursuant to Sections 8.5 and 8.6 hereof or taken by the exercise of the power of eminent domain as provided in Section 7.2 hereof.

"Leasehold Mortgage" means any leasehold deed to secure debt entered into by the Lessee pursuant to Section 8.7 hereof.

"Leasehold Mortgagee" means a holder of a Leasehold Mortgage.

"Lender" means any financial institution which has advanced credit to the Lessee with respect to the Project.

"Lessee" means Equifax Inc., a Georgia corporation, and its successors and assigns, including any surviving, resulting or transferee entity as provided in Section 8.3 hereof.

"Limited Warranty Deed" means the Limited Warranty Deed to be dated the date of actual execution and delivery pursuant to which Equifax Inc. conveys fee simple interest in the Leased Land, subject to Permitted Encumbrances, to the Issuer.

"Limited Warranty Deed and Bill of Sale" means the Limited Warranty Deed and Bill of Sale to be executed, witnessed, notarized and delivered by Lessor to the Trustee and dated the date of actual execution and delivery in accordance with Section 11.4 hereof. The Limited Warranty Deed and Bill of Sale, in substantially the form it is to be executed and delivered, is attached as Exhibit "D" hereto.

"Loan Documents" means the loan documents with respect to any Leasehold Mortgage or Mortgage.

"Memorandum of Agreement" means the Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest, dated [______], 2025, by and among the Issuer, the Lessee and the Fulton County Board of Assessors.

"Mortgage" means, as a noun, any Leasehold Mortgage or any other fee or leasehold deed of trust, mortgage, deed to secure debt, security agreement or similar voluntary agreement creating a lien upon or security interest in or conveying title to the Project or any part thereof or any interest therein (including without limitation Lessee's leasehold interest) as security for a debt or other obligation. As a verb, "Mortgage" means to grant any such a deed of trust, mortgage, deed to secure debt, security agreement or similar voluntary agreement creating a lien upon or security interest in or conveying title to the Project or any part thereof or any interest therein (including without limitation Lessee's leasehold interest) as security for a debt or other obligation.

"Mortgagee" means the holder of a Mortgage.

"Net Proceeds" when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including reasonable attorneys' fees, any fees and/or expenses due to a Mortgagee, and any Extraordinary Expenses of the Trustee as defined in the Indenture) incurred in the collection of such gross proceeds.

The term "Payment in Full of the Bonds" specifically encompasses the situations referred to in Section 1002 of the Indenture.

"Permitted Encumbrances" means, as of any particular time, (i) liens for ad valorem taxes and special assessments not then delinquent or permitted to exist as provided in Section 6.3 hereof, (ii) this Lease, the Indenture, Limited Warranty Deed and Bill of Sale and the security interests created herein and in the Indenture and in the Limited Warranty Deed and Bill of Sale, (iii) any Leasehold Mortgage and other encumbrances of other Loan Documents, (iv) utility, access or other easements and rights-of-way, restrictions, reservations, reversions and exceptions in the nature of easements that the Lessee certifies will not materially interfere with or impair the operations being conducted at the Project, (v) unfiled and inchoate mechanics' and materialmen's liens for construction work in progress, (vi) architects', contractors', subcontractors', mechanics', materialmen's, suppliers', laborers' and vendors' liens or other similar liens not then payable or permitted to exist as provided in Section 6.1(c) hereof, (vii) subleases to operators or residents or other tenants or subtenants of portions of the Project), (viii) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as the Lessee, by an Authorized Lessee Representative, certifies do not, in the aggregate, materially impair the property affected thereby for the purpose for which it was acquired or is held by the Issuer, (ix) purchase money liens and security interests incurred for the purpose of financing the acquisition of any Leased Equipment and previously existing liens on any such Leased Equipment and (x) Superior Encumbrances, and (xi) exceptions described in any Owner's Policy of Title Insurance that may be procured by the Issuer at the request and with the consent of and at the expense of the Lessee and delivered on the date of execution and delivery of this Lease, including the rights of the tenants of the Project identified in such owner's policy of title insurance of the Lessee.

"Project" means the Leased Land, the Building and the Leased Equipment, as they may at any time exist.

"Project Fund" means the project fund created by Section 701 of the Indenture and referred to in Sections 4.2 and 4.3 hereof.

"Project Summary" means the project summary, contained as Exhibit "C" attached hereto and by this reference made a part of this Lease.

"Security interest" or "security interests" means the security interests created in the Indenture and shall have the meaning set forth in the Uniform Commercial Code of Georgia, as now or hereafter amended.

"Series 2025 Bonds" means the Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025, authorized under the Indenture and authenticated and delivered in accordance with Section 304 of the Indenture.

"Superior Encumbrances" means any encumbrances created by any Mortgage, including, without limitation, any Superior Security Documents.

"Superior Security Document" means a deed to secure debt or similar instrument or instruments in which the Company or the Issuer or both pledges the Project, its interest in the Lease, or its interest in the Trust Estate to a Lender; the Issuer may be a grantor or debtor thereunder, but the Issuer's obligations thereunder shall be non-recourse except that recourse may be had against the Issuer's interest in the Trust Estate.

"Trust Estate" has the meaning set forth in the Indenture.

"Trustee" means Synovus Bank, or any co-trustee and any successor trustee under the Indenture.

"Unassigned Rights" means the rights of the Issuer in and under this Lease to be reimbursed for fees and expenses, the right of the Issuer to be indemnified, the right of the Issuer to be insured as provided under Article VI hereof, the right of the Issuer to inspect the Project (whichever is then owned by the Issuer) and the rights of the Issuer to receive notices and to grant or withhold the granting of consents.

Section 1.2 Rules of Construction. Unless the context clearly indicates to the contrary:

(a) "Herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to this Lease and not solely to the particular portion thereof in which any such word is used.

(b) Words importing the singular number shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders.

(c) All references herein to particular Articles or Sections are references to Articles or Sections of this Lease.

(d) Any certificate or statement required to be delivered under the provisions of this Lease or the Indenture shall, in the absence of manifest error, be deemed to be conclusive evidence of the truth, correctness and accuracy of the matters covered in such certificate or statement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties by the Issuer. The Issuer makes the following representations and warranties:

(a) Organization and Authority. The Issuer is a public body corporate and politic, created and validly existing pursuant to the Constitution and laws of the State of Georgia, including particularly the provisions of the Act. Under the provisions of the Act, the Issuer has the power to execute and deliver the Issuer Documents, to enter into the transactions contemplated thereby and to perform and observe its obligations contained therein in accordance with the terms thereof. By proper corporate action, the Issuer has duly authorized the execution and delivery of the Issuer Documents.

(b) Qualification of Project Under Act. The Project constitutes a "project" within the meaning of Sections 36-62-2(6)(N) of the Act and is located within the corporate limits of the City of Alpharetta, Georgia.

(c) Public Purpose. The Issuer has found and hereby declares that the issuance of the Bonds and the use of the proceeds of the Bonds (whether derived directly or indirectly from the issuance of the Bonds) to finance or refinance in whole or in part, the acquisition, construction, installation, development and equipping of the Project in order to promote economic development and job creation and to facilitate property tax incentive for the Lessee, and the leasing of the Project to the Lessee and the sale of the Project to the Lessee (or its successors and assigns) at the expiration or sooner termination of the Lease Term is in furtherance of the public purposes for which the Issuer was created.

(d) Agreements are Legal and Authorized. The Issuer is not subject to any charter, by-law or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Issuer from entering into the Issuer Documents or performing any of its obligations thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights.

(e) Limited Obligations. Notwithstanding anything herein contained to the contrary, any obligation the Issuer may hereby incur for the payment of money shall not be a general debt on its part but shall be payable solely from rents, revenues and receipts derived from this Lease, the sale of the Bonds and any other rents, revenues and receipts derived by the Issuer arising out of or in connection with its ownership of the Project (except for Unassigned Rights). The obligations hereunder shall not be obligations of the City of Alpharetta, Fulton County, the State of Georgia or any municipality or political subdivision thereof. The Issuer has no taxing power.

(f) Issuance of Bonds. To accomplish the foregoing, the Issuer has authorized the issuance of an aggregate principal amount not to exceed $37,000,000 of its Bonds following the execution and delivery of this Lease. The date, denominations, interest rate, maturity date, redemption provisions and other pertinent provisions with respect to the Bonds are set forth in the Indenture (particularly Articles II and III thereof) and by this reference thereto they are incorporated herein.

(g) Security for Bonds. The Bonds are to be issued under and secured by the Indenture, pursuant to which the Issuer's right, title and interest in this Lease (except for certain rights of indemnification and payment of expenses), and the rents, revenues and receipts arising out of or in connection with the Issuer's ownership of the Project will be assigned to the Trustee and pledged as security for the payment of the principal of and interest on the Bonds.

(h) No Prior Pledge. Neither this Lease nor the receipts and revenues generated hereunder have been pledged or hypothecated in any manner or for any purpose (other than as provided in the Indenture).

(i) Governmental Consents. Neither the nature of the Issuer nor any of its activities or properties, nor any relationship between the Issuer and any other Person, nor any circumstance in connection with the offer, issue, sale or delivery of any of the Bonds is such as to require the consent, approval or authorization of, or the filing, registration or qualification with, any governmental authority on the part of the Issuer in connection with the execution, delivery and performance of any of the Issuer Documents or the offer, issue, sale or delivery of the Bonds, other than those already obtained or filed; provided, however, no representation is made herein as to compliance with the securities or "blue sky" laws of any jurisdiction, and the Issuer shall not be required to consent to service of process in any jurisdiction or submit to the general jurisdiction of any State.

(j) No Defaults. No event has occurred and no condition exists with respect to the Issuer which would constitute an event of default, as defined therein, under any of the Issuer Documents or which, with the lapse of time or with the giving of notice or both, would become an event of default under any of the Issuer Documents; except for certain limited obligation bond issues which may be in default, but would not adversely affect the payment of the Bonds.

(k) Enforceability. Each of the Issuer Documents is a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, receivership, moratorium, or other similar laws affecting creditors' rights heretofore or hereinafter enacted to the extent constitutionally applicable.

(l) No Warranty by Issuer of Condition or Suitability of the Project. The Issuer makes no warranty, either express or implied, as to the suitability or utility of the Project or as to the condition of the Project or that it is or will be suitable for the Lessee's purposes or needs.

Section 2.2 Representations and Warranties by the Lessee. The Lessee makes the following representations and warranties:

(a) Organization and Power. The Lessee is a corporation duly incorporated and validly existing under the laws of the State of Georgia, has the power to enter into this Lease and to perform and observe its obligations contained herein in accordance with the terms hereof, and has, by proper action, been duly authorized to execute, deliver and perform this Lease in accordance with the terms hereof.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of the Lessee there are no such actions, suits, proceedings, inquiries or investigations threatened, against or affecting the Lessee in any court or before any governmental authority or arbitration board or tribunal which is reasonably anticipated to materially and adversely affect the transactions contemplated by this Lease or which is reasonably anticipated to adversely affect the validity or enforceability of the Bonds or this Lease or the ability of the Lessee to perform its obligations under any of the foregoing.

(c) Agreements Are Valid and Authorized. The execution and delivery by the Lessee of the Lease and the compliance by the Lessee with all of the provisions hereof and the consummation of the transactions contemplated hereby (A)(i) are within the power of the Lessee, (ii) will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, its articles of incorporation, its by-laws or any commitment, agreement or instrument of whatever nature to which the Lessee is a party or by which it may be bound, or to which any of its properties may be subject, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Lessee or any of its activities or properties and (iii) except as contemplated herein, will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee under the terms of any instrument or agreement, and (B) have been duly authorized by all necessary action on the part of the Lessee.

(d) Governmental Consents. Neither the Lessee nor any of its business or properties, nor any relationship between the Lessee and any other Person, nor any circumstance in connection with the execution, delivery and performance by the Lessee of the Lease, or the offer, issue, sale or delivery by the Issuer of the Bonds to the Lessee under the Bond Purchase Agreement, is such as to require the consent, approval or authorization of, or the filing, registration or qualification with, any governmental authority on the part of the Lessee, other than those already obtained as of the Closing Date; provided, however, no representation is made herein as to compliance with the securities or "blue sky" laws of any jurisdiction.

(e) No Defaults. No event has occurred and no condition exists with respect to the Lessee that would constitute an Event of Default, as defined therein, under the Lease or which, with the lapse of time or with the giving of notice or both, would become an Event of Default under the Lease.

(f) Governmental Approvals. The Project has been or will be acquired, constructed and installed in such manner as to conform in all material respects with all applicable zoning, planning, building and other regulations of governmental authorities having jurisdiction over the Project and all necessary utilities will be available in all material respects to the Project.

(g) Enforceability. This Lease is a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights heretofore or hereinafter enacted to the extent constitutionally applicable.

(h) Operation of Project. The Lessee presently intends to operate the Project, located wholly within the City of Alpharetta within Fulton County, Georgia, in a manner consistent with the Act, from the Completion Date until the expiration or sooner termination of the Lease Term as provided herein.

ARTICLE III

LEASING CLAUSES AND WARRANTY OF TITLE

Section 3.1 Lease of the Project. The Issuer hereby leases to the Lessee, and the Lessee hereby leases from the Issuer, subject to Permitted Encumbrances, the Project at the rental set forth in Section 5.3 hereof and in accordance with the provisions of this Lease.

The Issuer hereby grants to the Lessee an easement in gross over the Project for the purpose of acquiring, constructing, installing, equipping, repairing, restoring, maintaining and operating the Project.

Moreover, the Issuer hereby authorizes and directs Lessee to exercise all rights under this Lease (and perform all obligations), and the Appurtenant Easements, subject to the Permitted Encumbrances as if Lessee were the fee simple owner of the Project. This authorization and appointment of the Lessee pursuant to the foregoing sentence and all authority hereby conferred or granted is conferred and granted irrevocably, until the expiration or earlier termination of this Lease. The Issuer hereby agrees that third parties shall be entitled to rely on the authorization and appointment set forth in this paragraph.

The Issuer further hereby assigns to the Lessee any and all other rights, claims and entitlements as may exist with respect to the fee interest encumbered by this Lease as may be necessary or desirable in connection with the construction and development of the Project and agrees that the Lessee may exercise such rights during the term of this Lease, all as if the Lessee were the fee simple owner of the Project.

Section 3.2 Warranty of Title. The Issuer for itself, its successors and assigns, warrants to the Lessee, its successors and assigns, that the Issuer has good, valid and marketable title in and to the Leased Land, free from all encumbrances except Permitted Encumbrances. The Issuer disclaims any interest in any items of equipment or related personal property that are neither paid for with proceeds of the Bonds nor are additions, alterations, replacements or substitutions therefor. The Issuer agrees that, upon the request of the Lessee, it will furnish to the Lessee, and at the Lessee's expense, a title insurance policy issued by a title insurance company designated by the Lessee and in a face amount to be determined by the Lessee.

The Issuer agrees that it shall upon request of the Lessee join where necessary in any proceeding to protect and defend the Issuer's title in and to the Project, provided that the Lessee shall pay the entire cost of any such proceeding, reimburse and indemnify and hold harmless the Issuer from any cost or liability whatsoever in connection with such proceeding.

The Issuer warrants and covenants that, except for this Lease and the Fee Mortgage, the Issuer shall not otherwise encumber the Leased Land or any part thereof, except at the written request of the Lessee. The Issuer covenants to take all acts necessary to defend its title to the Leased Land and will do no act to impair such title, provided that the cost if such action is paid for in advance by the Lessee, or the Issuer is indemnified for such costs by the Company to the Issuer's satisfaction.

Section 3.3 Quiet Enjoyment; Agreement to Enter Into Subordination, Non-Disturbance and Attornment Agreements.

(a) The Issuer warrants and covenants that it will defend the Lessee, at the expense of the Lessee, in the quiet enjoyment and peaceable possession of the Leased Land, and all appurtenances thereunto belonging, free from all claims of all persons whomsoever acting by, through or under the Issuer, throughout the Lease Term.

In addition to the foregoing warranty, the Issuer agrees that it will not take or cause another party to take any action to interfere with the Lessee's peaceful and quiet enjoyment of the Project. The Issuer agrees that in the event the peaceful and quiet enjoyment of the Project shall otherwise be denied to the Lessee or contested by anyone, the Issuer shall upon request of the Lessee join where necessary in any proceeding to protect and defend the quiet enjoyment of the Lessee, provided that, unless such denial or contest shall result from the gross negligence or willful misconduct of the Issuer, the Lessee shall pay the entire cost of any such proceeding and reimburse and indemnify and hold harmless the Issuer from any cost or liability whatsoever.

The provisions of this section shall apply so long as the Lessee shall perform the covenants, conditions and agreements to be performed by it hereunder, or so long as the period for remedying any default in such performance shall not be expired.

(b) So long as there shall not have occurred and be continuing an Event of Default under this Lease, the Issuer hereby agrees to enter into and shall enter into from time to time, upon the prior written request of the Lessee, a Subordination, Non-Disturbance and Attornment Agreement in substantially the form reasonably approved by the Issuer and the Lessee.

Section 3.4 Limitations of Warranties and Covenants. The warranties and covenants of the Issuer which are contained in Sections 3.2 and 3.3 hereof shall be limited to the extent of the Issuer's interest in the Leased Land and in such amount as may be collected from time to time from the Lessee under the Lease; provided, however that nothing contained in this Section shall restrict the Issuer's liability resulting from the Issuer's gross negligence or willful misconduct.

Section 3.5 Agreement of the Issuer to Execute Amendment to Lease Agreement. The Issuer and the Lessee understand and agree that portions of the Leased Land and/or items of the Leased Equipment may be removed from this Lease in accordance with the provisions hereof and that certain items of personal property may be acquired by the Lessee and conveyed to the Issuer or may be acquired directly by the Issuer from time to time hereafter. The Issuer agrees to execute from time to time an amendment or amendments to the Lease Agreement in substantially the form contained as Exhibit "E" hereto or such other form as may be reasonably satisfactory to the Issuer and the Lessee, and the additional property added thereby shall become a part of the Project and leased by the Issuer to the Lessee pursuant to this Lease.

Section 3.6 Acknowledgement of Subordination. Notwithstanding anything contained herein, this Lease (excluding the Unassigned Rights) is subject and subordinate in all respects to any Leasehold Mortgage, to all other liens or security interests granted by the Lessee to the holder of any Leasehold Mortgage with respect to or in connection with the indebtedness secured by such Leasehold Mortgage, and to all modifications, extensions, refinancings (where such liens or security interests continue) or renewals of such liens or security interests.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT; ISSUANCE OF THE BONDS; ADDITIONAL BONDS

Section 4.1 Agreement to Acquire, Construct and Install the Project on the Leased Land. Not later than the delivery of this Lease, the Issuer will have acquired the title in and to the Leased Land which it warrants in Section 3.2 hereof and, subject to the provisions of Section 4.6 hereof, the Lessee agrees that, as principal and not as agent for the Issuer, it will cause the acquisition, construction and installation of the Buildings, and will cause to be acquired and installed the Leased Equipment, to consist of machinery, equipment and related property, including the items described in the list attached hereto as Exhibit "B," and such other items of machinery, equipment and related property as in the Lessee's judgment may be necessary or desirable for the operation of the Project and as shall from time to time prior to the Completion Date be specified in written orders from the Lessee to the Issuer, all of which acquisitions, developments and installations shall be made substantially in accordance with directions given by the Lessee. Subject to Section 13.13 hereof, the Buildings and the Leased Equipment shall be the property of the Issuer and subject to the terms of this Lease. The Lessee will proceed as promptly as practicable after the date of execution of this Lease Agreement to complete the acquisition, construction, equipping and installation of the Project. Items of used equipment, as well as new equipment, may be included in the Project. The Lessee may, using its own funds, pay any of the costs of the Project, and acquire any property which is to be a part of the Project in its own name, for the purpose of the later transfer of such property by the Lessee to the Issuer pursuant hereto. The Lessee is not authorized to and will not obligate the Issuer for any of the costs of completing the Project. The Lessee may make changes in the Project, so long as such changes do not cause the Project to be unsuitable for its intended purpose or to fail to constitute a "project" under the Act or to violate any applicable provisions of law.

The Issuer, to the maximum extent permitted by law, hereby makes, constitutes and appoints the Lessee as its true, lawful and exclusive agent for the acquisition, construction and installation of the Project, and the Lessee hereby accepts such agency to act and do all things on behalf of the Issuer, to perform all acts of the Issuer herein before provided in this Section 4.1, and to bring any actions or proceedings against any person which the Issuer might bring with respect thereto as the Lessee shall deem proper. The Issuer hereby ratifies and confirms all actions of, and assumes and adopts all contracts entered into by, the Lessee with respect to the Project prior to the date hereof. This appointment of the Lessee to act as agent and all authority hereby conferred or granted is conferred and granted irrevocably, until all activities in connection with the acquisition, construction and installation of the Project shall have been completed, and shall not be terminated prior thereto by act of the Issuer or of the Lessee.

The Issuer agrees that it will enter into, or accept the assignment of, such contracts, easements or other document affecting the Project as the Lessee may request in order to effectuate the purposes of this Section, but that it will not (i) execute any contract, easement or any other document affecting the Project, or any amendment, modification or termination of any such document unless and until the Authorized Lessee Representative shall have approved the same in writing or (ii) give any order for the construction of the Building or any modification thereto or the acquisition, development and installation of the Leased Equipment unless and until the Authorized Lessee Representative shall have approved the same in writing.

The Lessee agrees to complete the acquisition, construction, development, installation and equipping of the Project as promptly as practicable after the date of the execution and delivery of this Lease, to continue said construction with all reasonable dispatch and to use commercially reasonable efforts to cause said construction to be completed as soon as practicable, delays incident to strikes, riots, acts of God, pandemic or epidemic or the public enemy beyond the reasonable control of the Lessee only excepted, but if said acquisition, construction, development, installation and equipping is not completed within the time herein contemplated there shall be no resulting liability on the part of the Lessee and no diminution in or postponement of the rents required in Section 5.3 hereof to be paid by the Lessee.

The Leased Equipment shall be tagged or otherwise adequately identified in the records of the Lessee in such manner so as to permit its identification as part of the Leased Equipment.

Section 4.2 Agreement to Issue Bonds; Application of Bond Proceeds. In order to provide funds for payment, directly or indirectly, of the Costs of the Project provided for in Section 4.1 hereof, the Issuer agrees that as soon as possible it will authorize, sell and cause to be delivered to the initial purchaser or purchasers thereof, the Bonds, bearing interest and maturing as set forth in Article III of the Indenture, at a price to be approved by the Lessee. Upon receipt of the proceeds derived from the sale of the Bonds, the Issuer will deposit said proceeds received upon said sale in the Project Fund.

The Series 2025 Bonds and the interest thereon shall not be deemed to constitute a debt or a general obligation or a pledge of the faith and credit of the State of Georgia or of Fulton County, Georgia, or the City of Alpharetta, Georgia (the "City") and do not directly, indirectly or contingently obligate said State the County or City to levy or to pledge any form of taxation whatever for the payment of such principal and interest. The Series 2025 Bonds are payable solely from the rental payments and other payments received under this Lease Agreement together with all other rents, revenues and receipts arising out of or in connection with the Issuer's ownership of the Project (except for certain Unassigned Rights as defined in the Indenture) and the Issuer is obligated to pay the principal of and the interest on the Series 2025 Bond only from the fund entitled Development Authority of Alpharetta, Georgia Taxable Revenue Bond Fund – Equifax Inc. Project (the "Bond Fund"), created in the Indenture. The Issuer has no taxing power. No recourse shall be had for the payment of the principal of and the interest on the Series 2025 Bonds against any officer, director, agent, employee or member of the Issuer.

Section 4.3 Disbursements from the Project Fund. The Issuer will in the Indenture authorize and direct the Trustee to use the moneys in the Project Fund for the following purposes:

(a) Payment of the initial or acceptance fee of the Trustee and customary and reasonable fees and expenses of the Trustee (including reasonable counsel fees actually incurred and reasonable expenses of counsel); the fees and expenses payable to the Issuer (including reasonable counsel fees actually incurred and reasonable expenses of counsel);

the fees and expenses for recording or filing the Limited Warranty Deed whereby fee simple title in and to the Leased Land has been or is to be conveyed to the Issuer; the fees and expenses for recording or filing this Lease (or a memorandum thereof), the Indenture and any other documents by which this Lease is assigned as security for the Bonds; the fees and expenses for recording or filing any documents that the Lessee may deem desirable to file for record in order to protect the title of the Issuer to the Project, or any part thereof; and the fees and expenses in connection with any actions or proceedings that the Lessee may deem desirable to bring in order to perfect or protect the title of the Issuer to the Project;

(b) Payment to the Lessee and the Issuer, as the case may be, of such amounts, if any, as shall be necessary to reimburse the Lessee and the Issuer in full for all advances and payments made by them or either of them prior to or after the delivery of the Bonds for expenditures in connection with the acquisition by the Issuer or the Lessee of fee simple title to the Leased Land (including the cost of the Leased Land and of any options to purchase the Leased Land and rights-of-way for the purpose of providing access to and from the Leased Land), clearing the Leased Land, site improvement, the preparation of the plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof), the acquisition, construction; development, installation and equipping of the Project, the acquisition, construction, development, installation and equipping necessary to provide utility services or other facilities including trackage to connect the Project with public transportation facilities, and the acquisition, construction, development, equipping and installation of all real or personal properties deemed necessary in connection with the Project, and any architectural, engineering and supervisory services with respect to any of the foregoing;

(c) Payment of, or reimbursement of the Issuer or the Lessee for, the customary and reasonable legal and accounting fees and expenses, financial consultants' fees, rating agencies' fees, financing charges (including underwriting or placement fees) and printing and engraving costs incurred in connection with the authorization, sale and issuance of the Bonds, the preparation of this Lease or any amendment hereto, the Indenture, the Financing Statements and all other documents in connection therewith and in connection with the acquisition of title to the Project and any financing obtained from the Lessee's lenders;

(d) Payment for labor, services, materials and supplies used or furnished in site improvement and in the acquisition, construction, development, equipping and installation of the Project, all as provided in the plans and specifications therefor; payment for the cost of the acquisition, construction, development, equipping and installation of utility services or other facilities including trackage to connect the Project with public transportation facilities, and payment for the cost of all real and personal property deemed necessary in connection with the Project; and payment for the miscellaneous expenses incidental to any of the foregoing;

(e) Payment of the fees, if any, for architectural, engineering and supervisory services with respect to the Project;

(f) Payment, as such payments become due, of the fees and expenses of the Trustee and the reasonable fees and expenses of its counsel properly incurred under the Indenture that may become due during the Construction Period;

(g) To such extent as they shall not be paid by a contractor for acquisition, construction, development, equipping or installation with respect to any part of the Project, payment of the premiums on all insurance required to be taken out and maintained during the Construction Period under this Lease, or reimbursement thereof if paid by the Lessee under Section 6.4 hereof;

(h) Payment of the taxes, assessments and other charges, if any, referred to in Section 6.3 hereof that may become payable during the Construction Period;

(i) Payment of expenses incurred with approval of the Lessee in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project;

(j) All moneys remaining in the Project Fund (including moneys earned on investments made pursuant to the provisions of Section 4.8 hereof) after the Completion Date and payment in full of the costs of the acquisition, construction, development, installation and equipping of the Project, and after payment of all other items provided for in the preceding subsections of this Section then due and payable shall, at the written direction of the Authorized Lessee Representative, be (i) used for the purchase of Bonds for the purpose of cancellation, or (ii) paid into the Bond Fund, or (iii) a combination of (i) and (ii) as is provided in such direction, provided that amounts approved by the Lessee and the Authorized Issuer Representative shall be retained by the Trustee in the Project Fund for payment of Project costs not then due and payable. Any balance remaining of such retained funds after full payment of all such Project costs shall be used by the Trustee as directed by the Lessee in the manner specified in clauses (i), (ii) and (iii) of this subsection; and

(k) Any other Costs of the Project. Anything contained in this Section 4.3 to the contrary notwithstanding, if the Bond Purchaser is also the Lessee, in lieu of making a deposit into the Project Fund, the Bond Purchaser may make an internal book entry notation to denote that funds have been advanced by the Bond Purchaser on behalf of the Issuer to the Lessee as payment or reimbursement of Project costs.

The payments specified in subsections (a) through (k) of this Section shall be made by the Trustee only upon receipt of the following:

(a) A written Requisition for such payment signed by the Lessee by an Authorized Lessee Representative in the form contained as Exhibit "F" hereto;

(b) A certification by the Lessee certifying:

(1) that an obligation in the stated amount has been incurred by or on behalf of the Issuer or the Lessee in connection with the issuance of the Bonds or

the acquisition, construction, development, installation and equipping of the Project;

(2) that such obligation is a proper charge against the Project Fund and has not been the basis of any previous withdrawal from the Project Fund, and specifying the purpose and circumstances of such obligation in reasonable detail and to whom such obligation is owed;

(3) that the Lessee has no notice of any vendor's, mechanic's, or other liens or right to liens, chattel mortgages or conditional sales contracts, or other contracts or obligations (other than Permitted Encumbrances and those being contested in good faith as permitted in Section 6.1(c) hereof) which should be satisfied or discharged before such payment is made; and

(4) that such requisition contains no item representing payment on account of any retained percentages which the Issuer or the Lessee is, as of the date of such requisition, entitled to retain under retained percentage agreements.

(c) with respect to any such requisition for payment for labor, services, material, supplies or equipment, a certificate, signed on behalf of the Lessee by an Authorized Lessee Representative, certifying that insofar as such obligation was incurred for labor, services, material, supplies or equipment in connection with the acquisition, construction, development, renovation, improvement, equipping and installation of the Project, such labor and services were to the Lessee's knowledge performed and such material, supplies or equipment were or are to be used in connection with the acquisition, construction, development, equipping and installation of the Project or delivered at the site of the Project for that purpose. If any such requisition for materials, supplies or equipment requires reimbursement for such item to the Lessee where title is not in the Issuer, such requisition shall so state and shall include any bill of sale necessary to convey title in and to such item to the Issuer. Such certificate shall be given without prejudice against any rights of the Issuer or the Lessee against third parties which exist on the date thereof.

In making any such payment from the Project Fund the Trustee may rely on any such requisitions and certificates delivered to it pursuant to this Section and the Trustee shall be relieved of all liability with respect to making such payments in accordance with such requisitions and such certificates without inspection of the Project or any other investigation.

Section 4.4 Obligation of the Parties to Cooperate in Furnishing Documents to Trustee. The Issuer and the Lessee agree to cooperate with each other in furnishing to the Trustee the documents referred to in Section 4.3 hereof that are required to effect payments out of the Project Fund, and to cause such requisitions and certificates to be directed by the Authorized Issuer Representative and the Authorized Lessee Representative to the Trustee as may be necessary to effect payment out of the Project Fund in accordance with Section 4.3 hereof. Such obligation of the Issuer and the Lessee is subject to any provisions of this Lease or the Indenture requiring additional documentation with respect to payments and shall not extend beyond the moneys in the Project Fund available for payment under the terms of the Indenture.

Section 4.5 Establishment of Completion Date. The Completion Date shall be evidenced to the Issuer and Trustee by a certificate signed on behalf of the Lessee by an Authorized Lessee Representative stating that, except for amounts retained by the Trustee for Project costs not then due and payable as provided in Section 4.3(j) hereof, (i) the acquisition, construction, development, installation and equipping of the Project has been substantially completed and all labor, services, materials and supplies used in such acquisition, construction, development, equipping and installation have been paid for, and (ii) the Project has been acquired, constructed, installed and equipped to the Lessee's satisfaction and all costs and expenses incurred in connection therewith have been paid, and (iii) all permissions required of governmental authorities for the occupancy of the Project have been obtained, including a certificate of occupancy. Notwithstanding the foregoing, such certificate of the Lessee shall state that it is given without prejudice to any rights against third parties which exist on the date of such certificate, or which may subsequently come into being. The Issuer and the Lessee agree to cooperate one with the other in causing such certificate to be furnished to the Trustee.

Section 4.6 Lessee Required to Pay Project Costs in Event Project Fund Insufficient. In the event that moneys in the Project Fund available for payment of the costs of the Project should not be sufficient to pay the costs thereof in full, and if Additional Bonds are not issued to finance the completion of the Project, the Lessee agrees to complete the Project and to pay all that portion of the costs of the Project as may be in excess of the moneys available therefor in the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Project Fund and which, under the provisions of this Lease, will be available for payment of the costs of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Lessee agrees that if after exhaustion of the moneys in the Project Fund, the Lessee should pay any portion of the costs of the Project pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor from the Issuer or from the Trustee or from the holders of any of the Bonds nor shall it be entitled to any diminution in or postponement of the rental payments required in Section 5.3 hereof to be paid by the Lessee.

Section 4.7 Pursuit of Remedies Against Suppliers, Contractors and Subcontractors and Their Sureties. In the event of any default of any supplier, contractor or subcontractor under any contract made by it in connection with the Project or in the event of breach of warranty with respect to any material, workmanship or performance guaranty, the Lessee may proceed, either separately or in conjunction with others, to exhaust the remedies available to it or of the Lessee may have against any defaulting supplier, contractor or subcontractor and against any surety therefor, for the performance of any contract made in connection with the Project. The Issuer agrees to obtain the prior consent of the Lessee before taking any action in connection with any such default, and will not consent to any settlement agreement without the prior written consent of the Lessee. If the Lessee shall so notify the Issuer the Lessee may, in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving any such supplier, contractor, subcontractor or surety which the Lessee deems reasonably necessary, and in such event the Issuer hereby agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Issuer in any such action or proceeding; provided, however, Lessee shall pay any costs and expenses of the Issuer. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing prior to the Completion Date shall be paid to the Lessee.

Section 4.8 Investment of Project Fund Moneys Permitted. Any moneys held as part of the Project Fund shall be invested or reinvested by the Trustee upon the written request and direction of the Authorized Lessee Representative in:

(i) Bonds or obligations of counties, municipal corporations, school districts, political subdivisions, authorities, or bodies of the State;

(ii) Bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government;

(iii) Obligations of agencies of the United States Government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank, and the Central Bank for Cooperatives;

(iv) Bonds or other obligations issued by any Public Housing Agency or Municipal Corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States Government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States Government;

(v) Certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan associations located within the State which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depositary, custodian, or trustee for any such bond proceeds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State, of one or more the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of this state or of any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in paragraph (ii) hereof, obligations of the agencies of the United States Government included in paragraph (iii) hereof, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in paragraph (iv) hereof;

(vi) Repurchase agreements with respect to obligations included in (i), (ii), (iii), (iv) or (v) above and any other investments to the extent at the time permitted by then applicable law for the investment of public funds; and

(vii) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(A) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in paragraph (ii) hereof and repurchase agreements fully collateralized by any such obligations;

(B) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(C) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(D) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State.

Such investments shall mature or shall be subject to sale prior to maturity in such amounts and at such times as may be necessary to provide funds when needed to make payments from the Project Fund. The Trustee may make any and all such investments through its own bond department. Any interest or gain received from such investments of the moneys in the Project Fund shall be credited to and held in the Project Fund and any loss from such investments shall be charged against the Project Fund.

Section 4.9 Issuance of Additional Bonds. So long as there shall not have occurred and be continuing an Event of Default hereunder or an event of default under the Indenture, in its sole discretion, the Issuer shall, from time to time at the request of the Lessee, but only to the extent permitted under applicable law, issue Additional Bonds in aggregate principal amounts as requested by the Lessee under the terms and conditions provided herein and in the Indenture, but in no event shall the Issuer be liable for not issuing Additional Bonds. Additional Bonds may be issued to finance or refinance the cost of (a) completing the acquisition, construction, development and installation of the Project, (b) providing for the enlargement, improvement, expansion or replacement of the Project, (c) refunding all of the Bonds of any one or more series then outstanding or (d) any combination of the foregoing; provided, in any case, that either prior to or contemporaneously with the issuance of Additional Bonds (i) the terms, conditions, manner of issuance, purchase price, delivery and contemplated disposition of the proceeds of the sale of such Additional Bonds shall have been approved in writing by the Lessee, executed by the Lessee, and (ii) the conditions specified in the Indenture with respect to the issuance of such Additional Bonds shall have been satisfied.

ARTICLE V

EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM; RENTAL PROVISIONS

Section 5.1 Effective Date of this Lease; Duration of Lease Term. This Lease shall become effective upon its delivery (the "Commencement Date") and the leasehold interest created by this Lease shall begin on the Completion Date, and, subject to the other provisions of this Lease (including particularly Articles X, XI, and XII hereof), shall expire at midnight, on December 31 in the year following the tenth anniversary of the Completion Date (the "Termination Date"), or if at said time and on said date Payment in Full of the Bonds shall not have been made, then on such date as such payment shall have been made, but in no event later than January 1, _______.

Section 5.2 Delivery and Acceptance of Possession. The Issuer agrees to deliver to the Lessee sole and exclusive possession of the Project (subject to the right of the Trustee and Issuer to enter thereon for inspection and other purposes as set forth in Section 8.2 hereof) on the Completion Date and the Lessee agrees to accept possession of the Project upon such delivery; provided, however, that the Lessee shall be granted full use of and access to the Project prior to the Completion Date to construct, develop, equip and install the Project as agent of the Issuer and the Lessee may install and maintain its own equipment during the Construction Period.

Section 5.3 Rents and Other Amounts Payable. Subject to Section 208 of the Indenture and the Home Office Payment Agreement, by and among the Issuer, the Trustee and the Lessee, on or before January 1, 2026, and on or before each January 1 and July 1 in each year thereafter until Payment in Full of the Bonds, the Lessee shall pay or cause to be paid to the Trustee for the account of the Issuer as rents for the Project a sum equal to the amount payable on such date as principal of and interest on the Bonds, as provided in the Indenture. Each rental payment under this Section shall be sufficient to pay the total amount of principal and interest payable on such semiannual interest payment date, and if at any semiannual interest payment date the balance in the Bond Fund is insufficient to make required payments of principal and interest on such date, the Lessee shall forthwith pay any such deficiency. The right of the Trustee, as assignee of the Issuer, shall be subject to the rights of a Lender under any Loan Documents.

Anything herein to the contrary notwithstanding, any amount at any time held by the Trustee in the Bond Fund shall be credited against the next succeeding rental payment and such credit shall reduce the payment to be then made by the Lessee; and further, if the amount held by the Trustee in the Bond Fund should be sufficient to pay at the times required the principal of and interest on all Bonds then remaining unpaid, the Lessee shall not be obligated to make any further rental payments under the provisions of this Section.

The Lessee agrees to pay to the Trustee until Payment in Full of the Bonds (i) at least once a year an amount equal to the annual fee of the Trustee for the Ordinary Services of the Trustee rendered and its Ordinary Expenses incurred under the Indenture, (ii) the reasonable fees of Trustee's counsel as provided herein and in the Indenture, as and when the same become due, and (iii) the reasonable fees and charges of the Trustee for Extraordinary Services rendered by it and Extraordinary Expenses incurred by it as such terms are defined in the Indenture, as and when the same become due; provided, that the Lessee may, without creating a default hereunder, withhold such payment to contest in good faith the necessity for any such Extraordinary Services and Extraordinary Expenses and the reasonableness of any such Extraordinary Services and Extraordinary Expenses.

If the Lessee should fail to make any of the payments required in this Section, the item or installment so in default shall continue as an obligation of the Lessee until the same shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent legally enforceable, at the Default Rate per annum until paid. The provisions of this Section shall be subject to the provisions of Section 9.6 hereof.

Section 5.4 Place of Rental Payments. The rents provided for in the first paragraph of Section 5.3 hereof and the interest on delinquent rents shall be paid directly to the Trustee for the account of the Issuer and will be deposited in the Bond Fund subject to the provisions of Section 208 of the Indenture. The other payments provided for in Section 5.3 hereof shall be paid directly to the Trustee for its own use or for disbursement to any other paying agent on the Bonds, as the case may be.

Section 5.5 Obligations of Lessee Hereunder Absolute and Unconditional. Subject to the provisions of Section 9.6 hereof, the obligations of the Lessee to make the payments required in Section 5.3 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional and with no right of setoff. Until such time as Payment in Full of the Bonds shall have been made, the Lessee (i) will not suspend or discontinue any payments provided for in Section 5.3 hereof except to the extent the same have been prepaid, (ii) will perform and observe all of its other agreements contained in this Lease, and (iii) except as provided in Sections 11.1 hereof, will not terminate the Lease Term for any cause, including, without limiting the generality of the foregoing, failure of the Issuer to complete the Project, failure of the Issuer's title in and to the Project or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either thereof or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease or the Indenture. Nothing contained in this Section shall be construed to release the Issuer from the performance of any of the agreements on its part herein contained; and if the Issuer should fail to perform any such agreement, the Lessee may institute such action against the Issuer as the Lessee may deem necessary to compel performance or recover its damages for nonperformance so long as such action shall not conflict with the agreements on the part of the Lessee contained in the preceding sentence. The Lessee may, however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which the Lessee deems reasonably necessary or in order to insure the acquisition, construction, development, equipping, installation and completion of the Project or to secure or protect its right of possession, occupancy and use of the Project hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Lessee and to take all lawful action which is required to effect the substitution of the Lessee for the Issuer in any such action or proceeding if the Lessee shall so request.

Section 5.6 Lessee's Performance under Indenture. The Lessee agrees, for the benefit of the holders from time to time of the Bonds, to do and perform all acts and things contemplated in the Indenture to be done or performed by it.

ARTICLE VI

MAINTENANCE AND MODIFICATIONS, TAXES AND INSURANCE

Section 6.1 Maintenance and Modifications of Project by Lessee.

(a) The Lessee will cause the Project to be maintained, preserved and kept in good repair, working order and condition and will from time to time cause to be made all necessary and proper repairs, replacements and renewals; provided, however, that the Lessee will have no obligation to cause to be maintained, preserved, repaired, replaced or renewed any element or unit of the Project, the maintenance, repair, replacement or renewal of which, in the opinion of the Lessee, becomes uneconomic to the Lessee because of damage or destruction or obsolescence, or change in economic or business conditions, or change in government standards and regulations, or the termination by the Lessee of the operation of the facilities to which such element or unit of the Project is an adjunct. For purposes of this Section 6.1, upon the request of Issuer, the “opinion of the Lessee” shall be expressed to the Issuer and the Trustee by delivery of a certificate of an Authorized Lessee Representative to the effect that the circumstances, situations or conditions described in this Section 6.1 exist to the extent that the Lessee is not required to cause to be maintained any element or unit of the Project.

The Lessee covenants that as long as the Lessee or one of its subsidiaries or affiliates operates the Project, it or one of its subsidiaries or affiliates will cause the Project to be maintained and operated as a “project” within the meaning of the Act as in effect on the date hereof. The Lessee may comply with the foregoing obligations, in whole or in part, by causing them to be performed by the subtenants and property managers of the Project.

(b) The Lessee may from time to time, in its sole discretion, at its own expense and not from the proceeds of the Bonds, make any additions, modifications or improvements to the Project, including installation of additional machinery, equipment, tenant improvements and related property in the Building or on the Leased Land, which it may deem desirable for its business purposes. All machinery, equipment and related property so installed by the Lessee shall remain the sole property of the Lessee (or the Lessee’s subtenant) in which neither the Issuer nor the Trustee shall have any interest unless the Lessee has requested that such machinery, equipment and other related property be subject to this Lease and incorporated into the Project. Other than such machines, equipment and other related property incorporated into the Project, all such machinery, equipment and other related property may be modified or removed at any time; provided that any damage to the Project occasioned by such modification or removal shall be repaired by the Lessee (or the Lessee’s subtenant) at its own expense.

(c) The Lessee shall not permit any mechanics’ liens, materialmen’s liens or other liens to be established and remain against the Project for labor or materials furnished or services rendered in connection with any additions, modifications, improvements, repairs, renewals or replacements so made by it; provided, that the Lessee may in good faith contest any mechanics’ liens, materialmen’s liens or other liens filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Issuer or the Trustee shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items, the Project or any material part thereof or the revenues from the Project will be subject to loss or forfeiture, in which event the Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Issuer will cooperate fully with the Lessee in any such contest.

Section 6.2 Removal of Leased Equipment. The Issuer shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary Leased Equipment. In any instance where the Lessee in its sole discretion determines that any such items have become inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary for their purposes at such time, the Lessee may remove such items of Leased Equipment and (on behalf of the Issuer) sell, trade in, exchange or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the Issuer or the Trustee therefor, provided that the Lessee shall certify that such removal or substitution shall not impair the operation of the Project.

At the option of the Lessee, at any time prior to the Completion Date, the Lessee may pay the proceeds of any such sale, trade-in or other disposition of such items of Leased Equipment to the Trustee with written instructions to deposit such moneys into the Project Fund whereupon such moneys shall become a part of the Project Fund and used in the manner set forth in Article IV hereof.

The removal from the Project of any portion of the Leased Equipment pursuant to the provisions of this Section shall not entitle the Lessee to any abatement or diminution in amount of the rents payable under Section 5.3 hereof.

Upon the request of the Lessee, the Issuer shall deliver and cause or direct the Trustee to deliver to the Lessee an Amendment to Lease Agreement in substantially the form of Exhibit "E" hereto or other appropriate documents conveying to the Lessee title to any property removed from the Project pursuant to this Section 6.2 and releasing the same from the provisions of this Lease.

The preceding provisions of this Section 6.2 shall apply to the Project only so long as any part of the principal of or the interest on any of the Bonds remains unpaid. After full payment of the principal of and the interest on the Bonds, neither the Issuer nor the Lessee shall be under any obligation to renew, repair or replace any of the Leased Equipment that may become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Project, and after such full payment the Lessee may, if in its sole discretion any item of the Leased Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Project, remove such item of Leased Equipment from the Project and (on behalf of the Issuer) sell, trade in, exchange or otherwise dispose of it, without any responsibility or accountability to the Issuer therefor and without being required to substitute and install in the Project other equipment in substitution therefor, and may retain any money or other consideration received by it upon any disposition of any such item of Leased Equipment.

Section 6.3 Taxes, Other Governmental Charges and Utility Charges.

(a) The Issuer and the Lessee further acknowledge that under present law no part of the Project owned by the Issuer and financed with the proceeds of the Bonds from time to time will be subject to ad valorem taxation by the State of Georgia or by any political or taxing subdivision thereof, and that under present law the income and profits (if any) of the Issuer from the Project are not subject to either Federal or Georgia taxation and these factors have induced the Lessee to enter into this Lease. However, subject to the Memorandum of Agreement, the Lessee shall pay, as the same become lawfully due and payable, (i) all taxes and governmental charges of any kind whatsoever upon or with respect to the interest held by the Lessee under this Lease, (ii) all taxes and governmental charges of any kind whatsoever upon or with respect to the Project or any machinery, equipment or related property installed or brought by the Lessee therein or thereon (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the income or profits of the Issuer from the Project which, if not paid, will become a charge on the rents, revenues and receipts from the Project prior to or on a parity with the pledge or assignment thereof created and made in the Indenture), (iii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project and (iv) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term.

(b) The Lessee may, at its own expense and in its own name and behalf or in the name and behalf of the Issuer, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments and other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Issuer or the Trustee shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the rents, revenues or receipts derived from the Project will be materially endangered or the Project or any material part thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid promptly. The Issuer shall cooperate fully with the Lessee in any such contest. If the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Issuer or the Trustee may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Issuer or the Trustee shall become an additional obligation of the Lessee to the one making the advancement, which amounts, together with interest thereon at the Default Rate the date thereof, the Lessee agrees to pay.

Section 6.4 Insurance Required. Throughout the Lease Term, the Lessee shall insure, or shall cause to be insured, the Project against such casualties and personal injury risks as is consistent with its insurance practices in effect from time to time, in any event. In lieu of separate insurance policies, such insurance may be in the form of a blanket insurance policy or policies of the Lessee. Insurance policies may be written with deductible amounts and exceptions and exclusions as the Lessee deems necessary in the normal course of its business. The Issuer and the Trustee (and any Lender if required by any Lender) shall be named as additional insureds under any such insurance policy or policies, as their respective interests may appear. The Issuer shall receive thirty (30) days written notice of cancellation of any such insurance policy.

Section 6.5 Application of Net Proceeds of Insurance. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.4 hereof shall be paid to the Lessee or to any Leasehold Mortgagee pursuant to the applicable Leasehold Mortgage or Loan Documents. Nothing contained in this Section 6.5 shall relieve the Lessee of its obligations contained in Section 7.1 hereof.

Section 6.6 Additional Provisions Respecting Insurance. All claims made under any insurance policies carried pursuant to the requirements of Section 6.4 hereof, regardless of amount, may be adjusted by the Lessee with the insurers or by the holder of any Mortgage in accordance with the terms thereof.

The Lessee shall furnish to the Issuer at closing and thereafter upon request a certificate of insurance or other evidence satisfactory to the Issuer that it is in compliance with the requirements of Section 6.4 hereof and that such insurance provides coverage of at least $3,000,000 for third party liability.

Section 6.7 Other Issuer Expenses. Anything to the contrary herein notwithstanding, the Lessee shall pay any expenses not specifically mentioned herein which are reasonably incurred by the Issuer in connection with the Project, this Lease, the Indenture or the Bonds, and which are not paid from the Project Fund pursuant to Section 4.3 hereof.

Section 6.8 Advances by Issuer or Trustee. If the Lessee fails to maintain the full insurance coverage required by this Lease or fails to keep the Project in as reasonably safe condition as its operating conditions will permit, or fails to keep the Project in good repair and good operating condition to extent required by Section 6.1 hereof, the Issuer or the Trustee may (but unless satisfactorily indemnified shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or make the required repairs, renewals and replacements if the Lessee shall fail to do so within fifteen (15) days after written notice of failure to do so has been delivered to Lessee by the Trustee or the Issuer; and all amounts so advanced therefor by the Issuer or the Trustee will become an additional obligation of the Lessee to the one making the advancement, which amounts, together with interest thereon at the Default Rate from the date thereof, the Lessee agrees to pay.

Section 6.9 Indemnification of Issuer and the Trustee. The Lessee shall, to the extent permitted by applicable law, indemnify and save the Issuer and the Trustee and the officers, directors, members, agents, employees and attorneys of each harmless against and from all claims by or on behalf of any person, firm or corporation or governmental entity arising from the conduct or management of, or from any work or thing done on, the Project during the Lease Term, and against and from all claims arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Lessee in the performance of any of its obligations under this Lease, (c) any contract entered into in compliance with the provisions of Section 4.1 hereof in connection with the acquisition, construction, development, equipping and installation of the Project, (d) any act of negligence of the Lessee or of any of its agents, contractors, servants, members, employees or licensees, (e) any act of negligence of any assignee or sublessee of the

Lessee, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Lessee, (f) in the case of the Issuer and the Trustee and the respective officers, directors, members, agents of each, against and from any loss, liability, expense or claim arising under or in connection with the acceptance or administration of the Trust Estate, (g) any future resale of the Bonds, and (h) including without limiting the generality of the foregoing, any loss, liability or expense arising under the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended, and any other environmental statute, rule or regulation relating solely to the acts or omissions occurring following the execution of this Lease. The Lessee shall indemnify and save the Issuer and the Trustee and the officers, directors, members, agents, employees and attorneys of each harmless from and against all costs and expenses incurred in or in connection with any action or proceeding brought on such claims, and upon notice from the Issuer or the Trustee, the Lessee shall defend them or either of them in any such action or proceeding. Nothing contained herein shall require the Lessee to indemnify the Issuer and the Trustee and the officers, directors, members, agents, employees and attorneys of each for any claim or liability resulting from the Issuer's or the Trustee's own willful misconduct or gross negligence or for any claim or liability which the Lessee was not given the opportunity to contest. The Issuer or the Trustee shall reimburse the Lessee for payments made by the Lessee pursuant to this Section 6.9 to the extent of any proceeds, net of all expenses of collection, actually received by either such party from any insurance covering such claims with respect to the losses sustained. The Issuer or the Trustee, as applicable shall promptly claim any such insurance proceeds and shall assign its rights to such proceeds, to the extent of such required reimbursement, to the Lessee. In case any action shall be brought against the Issuer or the Trustee in respect of which indemnity may be sought against the Lessee, the Issuer or the Trustee, as applicable shall promptly notify the Lessee in writing and the Lessee shall have the right to assume the investigation and defense thereof including the employment of counsel and the payment of all expenses. Failure to give any such notice shall not affect the right of the Issuer or Trustee, as applicable, to receive the indemnification provided herein; unless such failure resulted from the gross negligence or willful misconduct of the Issuer or the Trustee, such failure could not be remedied and the result of such failure is that the interests of the Lessee were materially and adversely affected as a direct result of such failure. The Issuer or the Trustee, as applicable shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by the Issuer or the Trustee unless (i) the employment of such counsel has been authorized by the Lessee or, (ii) the Lessee shall have failed promptly after receiving notice of such action from the Issuer or the Trustee, as applicable, to assume the defense of such action and employ counsel reasonably satisfactory to the Issuer or the Trustee, as applicable, or (iii) the named parties to any such action (including any impleaded parties) include both the Issuer or the Trustee, as applicable, and the Lessee or an affiliate of the Lessee, and the Issuer or the Trustee, as applicable, shall have been advised by counsel that there may be one or more legal defenses available to such party which are different from or in addition to those available to the Lessee or affiliate of the Lessee or (iv) the Issuer or the Trustee, as applicable, shall have been advised by counsel that there is a conflict on any legal issue between the Issuer or the Trustee, as applicable, and the Lessee (in which case, if the Issuer or the Trustee, as applicable, notifies the Lessee in writing that it elects to employ separate counsel at the expense of the Lessee, the Lessee shall not have the right to assume the defense of such action or proceeding on behalf of the Issuer or the Trustee, as applicable). The Lessee shall not be liable for any settlement of any such action without its consent but, if any such action is settled with the consent of the Lessee or if there be a final unappealable judgment for the plaintiff in any such action, the Lessee agrees to indemnify and hold harmless the Issuer and the Trustee and the officers, directors, members, agents, employees and attorneys of each from and against any loss by reason of such settlement or judgment. Nothing herein shall be construed as requiring the Issuer or the Trustee to acquire or maintain insurance of any form or nature with respect to the Project or any portion thereof or with respect to any phrase, term, provision, condition or obligation of this Lease or any other matter in connection herewith. The obligations of the Lessee under this Section 6.9 shall survive the termination of this Lease, the resignation or removal of the Trustee, and the satisfaction and discharge of the Indenture and shall continue in full force and effect, binding the Lessee to the provisions of this Section 6.9 without regard to the manner of termination of this Lease.

The Lessee shall indemnify the Trustee and its agents for, and hold them harmless against, any and all loss, damage, claim, liability or expense, including taxes (other than taxes based upon, measured by or determined by the income of the Trustee), arising out of or in connection with the acceptance or administration of the trust or trusts hereunder and under the Indenture including the costs and expenses of defending itself against any claim (whether asserted by the Lessee, the Issuer, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties under the Indenture, or in connection with enforcing the provisions of this Section, except to the extent that such loss, damage, claim, liability or expense is due to its own gross negligence or willful misconduct. Such indemnity and hold harmless obligations are subject to the same terms, conditions and procedures as set forth above.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1 Damage and Destruction. Subject to the rights of any Leasehold Mortgage, unless the Lessee shall have exercised its options to prepay the Bonds in whole, terminate the Lease Term and purchase the Project, if prior to Payment in Full of the Bonds the Project is damaged or destroyed by fire or other casualty, the Lessee shall be obligated to continue to make the rental payments specified in Section 5.3 hereof and shall, at the written direction of 100% of the holders of the Bonds outstanding, promptly replace, repair, rebuild or restore the property damaged to substantially the same condition as existed prior to the event causing such damage, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Lessee and as will not impair operating unity of the Project or change its character to such an extent that its ownership by the Issuer would not be permitted under the laws pursuant to which the Issuer was created. The Issuer hereby acknowledges and agrees that the Issuer shall have no right to settle any claim with regard to any damage or destruction of the Project without the written approval of the Lessee and any Leasehold Mortgagee, which approval may be granted or withheld in the Lessee's and such Leasehold Mortgagee's sole and absolute discretion. Subject to the rights of any Leasehold Mortgagee, all casualty insurance proceeds shall be made available to the Lessee.

Section 7.2 Condemnation. Subject to the rights of any Leasehold Mortgagee, unless the Lessee shall have exercised its options to prepay the Bonds in whole, terminate the Lease Term and purchase the Project, if the title in and to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Lessee shall be obligated to continue to make the rental payments specified in Section 5.3 hereof, and shall, at the written direction of 100% of the holders of the Bonds outstanding, cause the restoration of the Project to substantially the same condition as it existed prior to the exercise of the said power of eminent domain, or shall acquire and install other machinery, equipment or related property suitable for the Lessee's operations at the Project, title to which machinery, equipment or related property will be conveyed to the Issuer by bill of sale and which will be deemed a part of the Project and available for use and occupancy by the Lessee without the payment of any rent other than the payments specified in Section 5.3 hereof. Issuer hereby acknowledges and agrees that Issuer shall have no right to convey any portion of the Project in lieu of condemnation or settle any claim with regard to condemnation without Lessee's written approval, which approval may be granted or withheld in the Lessee's sole and absolute discretion. All condemnation proceeds and proceeds received in lieu of condemnation shall be made available to the Lessee, subject to the rights of any Leasehold Mortgagee.

ARTICLE VIII

SPECIAL COVENANTS

Section 8.1 No Warranty of Condition or Suitability by the Issuer. THE ISSUER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROJECT OR THAT IT WILL BE SUITABLE FOR THE LESSEE'S PURPOSES OR NEEDS. The Lessee releases the Issuer from, agrees that the Issuer shall not be liable for and agrees, to the extent permitted by applicable law, to hold the Issuer harmless against, any loss that may be occasioned by the condition of the Project or its suitability for the Lessee's purposes or needs.

Section 8.2 Inspection of Project; Right of Access to the Project by the Issuer. The Lessee agrees that upon at least 48 hours written notice to the Lessee and any subtenant, the Authorized Issuer Representative, the Trustee or the Issuer or either of their duly authorized agents who are acceptable to the Lessee shall have the right at all reasonable times during business hours, to enter upon, examine and inspect the Project, provided that this does not result in any interference or prejudice to the Lessee's operations and subject to any reasonable restriction imposed by the Lessee or such subtenant for the protection of its patents, trademarks, trade secrets and other confidential proprietary information. Notwithstanding the foregoing, if the Lessee is not in default hereunder, such inspection shall only be made with five days prior written notice to Lessee and in the presence of an official of the Lessee.

Section 8.3 Lessee to Maintain Its Corporate Existence; Exceptions Permitted. The Lessee agrees that as long as the Bonds, or any portion thereof shall remain outstanding, it shall maintain its existence and shall not merge or consolidate with any other entity and shall not transfer or convey all or substantially all of its property (other than the assignment of this Lease and the Project as permitted under the terms of this Lease), assets and licenses; provided however, the Lessee may without violating any provisions of this Lease consolidate with or merge into another domestic entity or permit one or more domestic legal entities to consolidate with or merge into or transfer or convey all or substantially all of its assets to another domestic legal entity, but only on the condition that the assignee legal entity or the legal entity resulting from or surviving such merger or consolidation (if other than the Lessee) or legal entity to which such transfer is made is then solvent and shall expressly assume in writing and agree to pay and to perform all of the Lessee's obligations under this Lease. If the Lessee is the surviving entity in such a merger the express assumption shall not be required.

Section 8.4 Reserved.

Section 8.5 Granting and Release of Easements.

(a) If no Event of Default shall have happened and be continuing, the Lessee may at any time or times, subject to the rights of any Leasehold Mortgagee under the applicable Mortgage or other Loan Documents, cause to be granted, modified, amended, released or terminated easements, declarations, restrictions, covenants, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways), other rights or privileges in the nature of easements, declarations, restrictions or covenants, with respect to any property included in the Project all to the same extent the Lessee would have if it were the owner of the fee simple interest on the Project, and other contracts or agreements helpful in effecting the development, construction, maintenance, operation or restoration of the Project and such grant will be free from the lien or security interests created by the Indenture, the Fee Mortgage or this Lease, and the Issuer agrees that it shall execute and deliver and will cause the Trustee to execute and deliver any instrument necessary or appropriate to confirm, grant, amend, modify, terminate or release any such easement, declaration, restriction, covenant, license, right-of-way, other right or privilege or other document within ten (10) business days upon receipt of: (i) a copy of the instrument of grant or release, and (ii) a written application of the Lessee signed by an Authorized Lessee Representative requesting such instrument and stating (1) that such grant or release is not materially detrimental to the proper conduct of the business of the Lessee, and (2) that such grant or release will not materially impair the effective use or materially interfere with the operation of the Project and will not materially weaken, diminish or impair the security intended to be given by or under the Indenture.

(b) The Lessee may at any time or times cause to be granted, modified, amended, released or terminated easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges (including the right to appoint committee members and to give approvals under such instruments) in the nature of easements with respect to any property included in the Project, or the Lessee may cause to be released existing easements, declarations or restrictions, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Project with or without consideration and the Issuer agrees that at the request of the Lessee it shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easements, license, right-of-way or other right or privilege, in all such events all to the same extent the Lessee would have if it were the owner of the fee simple interest on the Project.

Section 8.6 Priority of Title; Granting of Mortgages.

(a) The Issuer and the Lessee acknowledge and agree that the Issuer holds fee simple title to the Project subject to the Permitted Encumbrances and Lease (including all rights and obligations under Articles XI and XII hereof). The Issuer further acknowledges that the holder of any Mortgage shall maintain all its rights with respect to the applicable Loan Documents. The Issuer and Lessee also covenant and agree that in the event of a foreclosure sale pursuant to any Mortgage or related Loan Documents, then the applicable Mortgagee with respect to the Project and this Lease shall have the right, at its option, to (i) assume the duties and obligations of the Lessee under this Lease for the duration of the Lease Term (including any prior obligations of the Company), (ii) conduct the foreclosure sale of the Project subject to the Lease and affirm the Lease, in which event the Issuer, the Lessee and the purchaser at the foreclosure sale, as successor Lessee, shall execute, upon request of such purchaser, such reasonable documentation as is necessary to effectuate the affirmation of the Lease pursuant to Section 9.1, or (iii) conduct the foreclosure sale and transfer title to the Project free and clear from any lien, claim or interest of the Issuer or the Lessee.

(b) The Issuer acknowledges and agrees that Lessee (including, without limitation, successors or assigns of Equifax Inc. as Lessee) shall have the right to refinance the Project from time to time and such refinancing may require that the Lessee execute or cause to be executed one or more Fee Mortgages and Leasehold Mortgages which shall have the identical rights and priorities as the rights and priorities held by any Mortgagee as of the date hereof. In that regard and upon receipt of the written request of the Lessee and with the written consent of the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding, the Issuer agrees to execute and deliver to any prospective Mortgagee any Fee Mortgage encumbering the Issuer's fee simple interest in the Project as security for any debt of Lessee or any affiliate of the Lessee as contemplated herein, and such successor Mortgagee shall have identical rights, privileges and priorities as those of any Mortgagee as of the date hereof under any relevant Mortgage and applicable Loan Documents. In addition, upon the written request of the Lessee and with the consent of the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding, the Issuer shall execute and deliver such subordination agreements, recognition agreements, consents or other documents or instruments in recordable form having the effect of subordinating all or any part of its interest in the Project and this Lease to the interests of the successor Mortgagee. Any recourse against the Issuer pursuant to a Mortgage shall be limited to the Project.

Section 8.7 Leasehold Security Deeds/Cooperation of Issuer.

Lessee is hereby given the right by the Issuer to enter into one or more Leasehold Mortgages with respect to the Project, the rents and Net Proceeds therefrom, and any amendments, modifications, consolidations or extensions thereto, and may assign this Lease to a lender as collateral security under any such permitted Leasehold Mortgage.

The Issuer shall, at Lessee's written request, join in any such new Leasehold Mortgage or execute a Fee Mortgage in order to subject its fee interest in the Project, and any interest it may have in the rents and Net Proceeds therefrom, to the lien of such Leasehold Mortgage or Fee Mortgage provided that such Leasehold Mortgage or separate Fee Mortgage shall be fully non-recourse to the Issuer and the Issuer shall deliver such other documents or instruments as the holder of the Leasehold Mortgage or separate security deed shall reasonably require in connection therewith.

If Lessee shall give a permitted Leasehold Mortgage or Fee Mortgage with respect to the Project, Lessee shall provide the Issuer and the Trustee with notice of the Leasehold Mortgage or Fee Mortgage and the name and address of the Leasehold Mortgagee, and the Trustee shall subordinate its interest in the Trust Estate to the lien of such Leasehold Mortgage or Fee Mortgage. Subject to compliance with law, the Issuer agrees that following receipt of such notice by the Issuer with respect to any Leasehold Mortgage or Fee Mortgage, and so long as any Leasehold Mortgage or Fee Mortgage shall not be discharged or reconveyed, or until written notice of discharge and reconveyance is given by the Lender, as applicable, to the Issuer and to the Trustee, the following provisions shall apply with respect to this Lease:

(a) No termination, cancellation, surrender or modification of this Lease by Lessee, including, without limitation, any amendment, supplement or modification to the

Project Summary or "Exhibit A" to the Lease, nor the waiver by Lessee of any of the provisions of this Lease nor the giving by Lessee of any consent, shall be effective as to the Lender unless consented to in writing by the Lender.

(b) The Issuer or the Trustee, upon providing Lessee any notice of (i) default under this Lease or (ii) a matter on which the Issuer or the Trustee may predicate or claim a default, shall at the same time provide a copy of such notice to the Lender of which the Issuer and Trustee have been provided notice as provided above. The Issuer and the Trustee shall have no liability for the failure to give any such notice, except that no such notice by the Issuer or by the Trustee to Lessee shall be deemed to have been duly given to Lessee or the Lender unless and until a copy thereof has been so provided to the Lender of which the Issuer and the Trustee have been provided notice as provided above.

(c) So long as the Leasehold Mortgage or Fee Mortgage is in effect and has not been canceled, unless the Lender shall otherwise expressly consent in writing, the fee simple title in and to the Project held by the Issuer and the leasehold estates of Lessee created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee simple title and said leasehold estate by the Issuer or by Lessee or by a third party, by purchase or otherwise. Further, a foreclosure in accordance with the Leasehold Mortgage shall not extinguish the Fee Mortgage.

(d) Notices from the Issuer or from the Trustee to the Lender shall be mailed to the address furnished to the Issuer and Trustee, as aforesaid, and those from the Lender to the Issuer or to the Trustee shall be mailed to the address designated pursuant to the provisions of this Lease. Such notices, demands and requests shall be given in the manner described in this Lease.

(e) In the event of any proceeding by either the Issuer or Lessee under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect:

(i) If this Lease is rejected as to the Project in connection with a bankruptcy proceeding by Lessee or a trustee in bankruptcy for Lessee, (1) such rejection shall be deemed an assignment by Lessee to the Leasehold Mortgagee of the leasehold estate in the Project and all of Lessee's interest under this Lease, (2) this Lease shall not terminate, and (3) the Leasehold Mortgagee shall have all rights of the Leasehold Mortgagee under this Section 8.7 as if such bankruptcy proceeding had not occurred, unless the Leasehold Mortgagee shall reject such deemed assignment by notice in writing to the Issuer and to the Trustee within thirty (30) days following rejection of this Lease by Lessee or Lessee's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Lease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Lessee or the trustee in bankruptcy in connection with any such proceeding, the Issuer shall promptly, within a reasonable time, provide the Leasehold Mortgagee with written notice that this Lease has been terminated (for the purposes of this clause "(i)" a "New Lease Notice"). The Issuer agrees to enter into a new lease of the Project (for purposes of this clause "(i)", a "New Lease") with the Leasehold Mortgagee of the Project or its designee for the remainder of the Lease Term of this Lease, effective as of the date of termination, upon the terms, covenants and conditions of this Lease provided.

(A) The Leasehold Mortgagee shall make written request upon the Issuer for such New Lease within thirty (30) days after the date the Leasehold Mortgagee receives the New Lease Notice given pursuant to this subsection.

(B) Any New Lease made pursuant to this subsection shall have the same priority with respect to any lien, charge or encumbrance on the Project as this Lease, and the tenant under such New Lease shall have the same right, title and interest in and to the project as Lessee has under this Lease as of the date of such New Lease. The Issuer hereby agrees that the right to obtain a New Lease will not be conditional upon the requirement that the Leasehold Mortgagee (or its designee) cure any defaults by the Lessee which are not reasonably susceptible to cure by the Leasehold Mortgagee (or its designee) (payment of rent arrearages and other monetary defaults shall be deemed reasonably susceptible to cure).

(ii) If this Lease is rejected by the Issuer or by the Issuer's trustee in bankruptcy:

(A) Lessee shall not have the right to treat this Lease as terminated except with the prior written consent of the Leasehold Mortgagee; and the right to treat this Lease as terminated in such event shall be deemed assigned to the Leasehold Mortgagee, whether or not specifically set forth in the Leasehold Mortgage, so that the concurrence in writing of Lessee and such Leasehold Mortgagee shall be required as a condition to treating this Lease as terminated in connection with such proceeding.

(B) Unless this Lease is treated as terminated in accordance with Subsection (ii)(A) above, then this Lease shall continue in effect upon all the terms and conditions set forth herein (including indemnification of the Issuer), but excluding requirements that are not then applicable or pertinent to the remainder of the Lease Term.

(f) The Issuer shall have no rights in and to the rentals payable to Lessee under any sublease(s) of all or any part of the Project, which rentals Issuer acknowledges may be assigned by Lessee to the Leasehold Mortgagee of the Project.

(g) The Issuer acknowledges that, in the event of damage to or taking of the improvements that are part of the Project due to casualty or condemnation, the Net Proceeds of casualty insurance or condemnation, as the case may be, may be required by the Lender to be applied to reduce the then balance of the indebtedness secured by the Leasehold Mortgage or may be required by Leasehold Mortgagee to be used for the restoration or replacement of such improvements. In the event of any conflict between the provisions of this Lease and the provisions of a Leasehold Mortgage with respect to application of the Net Proceeds of casualty insurance and condemnation, the provisions of the Leasehold Mortgage or other Loan Documents shall control. The Issuer agrees that the name of the Leasehold Mortgagee may be added as an additional insured or to the "loss payable endorsement" or named under a standard mortgagee clause of any and all insurance policies carried by Lessee. Leasehold Mortgagee may, at the time of any damage or destruction, by fire or otherwise, to all or any portion of the Project or any property thereon, at no cost or expense to Issuer, repair or replace the same, as the case may be.

(h) Notwithstanding any provisions of this Lease to the contrary, no default or event of default under the Leasehold Mortgage or Fee Mortgage or any other document or instrument evidencing or securing the indebtedness secured by the Leasehold Mortgage or Fee Mortgage or other Loan Documents, as applicable, will, in and of itself, constitute a default or Event of Default under this Lease unless the Lender directs that the same be treated as an Event of Default under this Lease.

(i) The Issuer consents to the exercise by a Mortgagee of any and all rights and remedies permitted under the applicable Fee Mortgage, Leasehold Mortgage and any other Loan Documents, and to the exercise of such additional legal and equitable rights and remedies as may be available to such Mortgagee, in the event of a default or event of default under the Fee Mortgage, Leasehold Mortgage or any other Loan Documents. Furthermore, the Issuer expressly agrees that neither the execution, delivery and/or recording of the Fee Mortgage, Leasehold Mortgage or any other Loan Document, nor the execution, delivery and/or recording or filing of any other instrument or agreement by Lessee or a Mortgagee in connection with any Loan Documents, nor any other matters to which the Issuer has given its consent herein, shall never be deemed to constitute a default or event of default under the Lease.

(j) (i) Issuer acknowledges that, if a Leasehold Mortgagee or any other party succeeds to the interest of Lessee in the Project under this Lease as a result of foreclosure proceedings or sale under a power of sale or the granting of a deed in lieu of foreclosure, the Leasehold Mortgagee or any such other party, and any transferee of Leasehold Mortgagee or such other party (each, a "Successor Tenant"), shall become a substituted Lessee under this Lease without necessity of any consent of, approval by Issuer or Trustee provided that such Successor Tenant agrees to Subsection (ii) hereunder. Without the consent of Issuer or the Trustee, the Successor Tenant shall have the right to sell and assign its leasehold estate in the Project or sublease the Project as provided in Section 9.8 hereof without necessity of any consent of, approval by Issuer. As used in this Lease, the terms "leasehold estate" or "leasehold" shall mean the estate in the Project created by this Lease.

(ii) The Successor Tenant shall be required to assume the Lessee's obligations under this Lease including indemnification of the Issuer and shall be deemed to have agreed to perform all of the Lessee's obligations hereunder only from and after the date of such acquisition and only for so long as such Successor Tenant is the owner of the leasehold estate. The Successor Tenant shall, upon any subsequent assignment of the leasehold estate and the assumption by such assignee of this Lease in writing, be relieved of all obligations under this Lease.

(iii) So long as any Successor Tenant is the owner of the leasehold estate, the Issuer and the Trustee shall look solely to the interest of such Successor Tenant in the Project in the event of the breach or default by such Successor Tenant under the terms of this Lease and any judgment or decree to enforce the obligations of such Successor Tenant shall be enforceable only to the extent of the interest of such Successor Tenant in the Project.

(iv) Upon the request of any such Successor Tenant, Issuer agrees to enter into a new, separate direct lease for the Project with any such Successor Tenant for the remainder of the term remaining hereunder at the same rent and having the same other provisions as this Lease, as theretofore amended.

(k) As long as a Leasehold Mortgagee (including any successor or assign) holds a Leasehold Mortgage:

(i) That Leasehold Mortgagee may, but shall not be obligated to, cure any default by the Lessee under this Lease within sixty (60) days after Leasehold Mortgagee's receipt of Issuer's or Trustee's default notice; provided, however, that if any non-monetary default reasonably cannot be cured within such sixty (60) day-period, the same shall be deemed to have been timely cured if that Leasehold Mortgagee commences reasonably appropriate curative action within such sixty (60) day-period and diligently prosecutes same to completion thereafter. If any such non-monetary default reasonably cannot be cured by Leasehold Mortgagee without Leasehold Mortgagee obtaining possession of the Project, such sixty (60) day cure period shall not commence until Leasehold Mortgagee obtains possession of the Project, as long as all rent payments are made and all other defaults which reasonably can be cured by Leasehold Mortgagee without Leasehold Mortgagee obtaining possession of the Project are so cured, and provided that Leasehold Mortgagee commences to exercise any rights under its Leasehold Mortgage to obtain possession or to effect foreclosure on the Project, and diligently pursues the exercise of such rights thereafter.

(ii) Notwithstanding anything in this Lease to the contrary, if any, default by the Lessee under this Lease is of such a nature that it reasonably cannot be cured by such Leasehold Mortgagee, or reasonably cannot be cured by such Leasehold Mortgagee without such Leasehold Mortgagee obtaining possession of the Project, neither the Issuer nor the Trustee shall terminate this Lease as long as all rent payments are made with respect to the Project and all other defaults which reasonably can be cured by such Leasehold Mortgagee without obtaining possession of the Project are so cured.

(iii) Such Leasehold Mortgagee may exercise any renewal option or any purchase option relating to the Project to which the Lessee under the Lease is now or hereafter entitled under this Lease.

(iv) Neither the Issuer nor the Trustee shall terminate this Lease as to the Project without first giving the Leasehold Mortgagee (i) written notice of its intent to terminate this Lease and (ii) a reasonable period after such notice in which to obtain possession of the Project or to effect foreclosure or otherwise acquire the leasehold estate from the Lessee and, within a reasonable time thereafter, to cure any default which is capable of being cured by such Leasehold Mortgagee without such Leasehold Mortgagee obtaining possession of the Project. If such Leasehold Mortgagee cures those defaults which reasonably can be cured by such Leasehold Mortgagee without obtaining possession of the Project, then Issuer will not terminate this Lease. Further, neither the Issuer nor the Trustee shall exercise any remedies for a default under this Lease as it relates to any property pledged under any Leasehold Mortgage without the prior written consent of the Leasehold Mortgagee which is the holder thereof.

(v) In addition to the rights of any Leasehold Mortgagee set forth in this Lease, if the Lease is terminated due to an Event of Default under this Lease, and if, after giving effect to the provisions of Section 10.2 of this Lease, as amended, or any other agreements or state of facts, the lien of the Leasehold Mortgagee's Leasehold Mortgage on the Project would be terminated, Issuer will enter into a new lease (for purposes of this clause "(v)", the "New Lease" with such Leasehold Mortgagee for the remainder of the term which was theretofore terminated at the same rent and having the same other provisions as this Lease, as theretofore amended). Such right may be exercised (whether under the provisions of this paragraph or under the provisions of this Lease) by written notice from the Leasehold Mortgagee to Issuer on or before the expiration of thirty (30) days after the receipt by the Leasehold Mortgagee of a written notice from Issuer (for the purposes of this clause "(v)", a "New Lease Notice") of such termination, which notice shall advise such Leasehold Mortgagee of such termination and expressly refer to the New Lease rights of such Leasehold Mortgagee under the provisions of this Lease. After any termination of this Lease after which such Leasehold Mortgagee has the right to obtain a New Lease as provided in this Section 8.7, for so long as such Leasehold Mortgagee has such right, Issuer shall not terminate any tenant subleases or the rights of any subtenant.

(vi) Within ten (10) days after request by such Leasehold Mortgagee from time to time made, Issuer will execute and deliver to such Leasehold Mortgagee or to such other person or entity as may be specified by such Leasehold Mortgagee an estoppel certificate containing such information concerning this Lease as such Leasehold Mortgagee may reasonably request.

(vii) Notwithstanding anything to the contrary set forth or contained in this Lease, the Issuer hereby waives any contractual and/or statutory liens and any rights of distress with respect to the property of the Lessee (or the Lessee's sublessees, successors or assigns, including any Leasehold Mortgagee) from time to time located within or upon the Project ("Lessee's Property"), during the term of the Lease or any extension thereof. It is hereby covenanted and agreed by the Issuer that this Lease does not and will not, from and after this date, be construed or deemed to grant a contractual lien or any other security interest to the Issuer or in favor of the Issuer with respect to Lessee's Property.

Section 8.8 Filing of Certain Continuation Statements. Pursuant to Section 1214 of the Indenture, from time to time, the Trustee, at the sole expense of the Lessee, shall duly file or cause to be filed continuation statements for the purpose of continuing without lapse the effectiveness of (i) those Financing Statements which shall have been filed at or prior to the issuance of the Bonds in connection with the security for the Bonds pursuant to the authority of the Uniform Commercial Code of Georgia, and (ii) any previously filed continuation statements which shall have been filed as herein required. The Lessee shall sign (if necessary) and deliver to the Issuer or its designee and the Issuer shall sign and deliver to the Trustee such continuation statements as may be requested of it from time to time by the Trustee. Upon the filing of any such continuation statement the Trustee shall immediately notify the Lessee and the Issuer that the same has been accomplished if so requested.

Section 8.9 Special Environmental Indemnification.

(a) the Lessee agrees to and shall indemnify, hold harmless, and defend the Issuer and Trustee, its officers, directors, members, agents, and employees from and against any and all claims, losses, damages, expenses, causes of action, lawsuits, government regulatory enforcement actions, and liability (individually, a "Claim," collectively, "Claims") asserted against the Issuer or Trustee arising out of alleged or actual "environmental contamination" (hereinafter defined) arising from the Lessee's leasing and operation of the Project existing prior to the termination or expiration of this Lease and not arising from the Issuer's or the Trustee's gross negligence or willful misconduct.

(b) "Environmental contamination" as used herein shall mean damages to persons or property or violations of state or federal environmental laws or regulations arising out of the Lessee's past operations at the Project or the operations of the Lessee at any time at the Project with respect to but not limited to air emissions, water effluent discharges, and waste generation, transportation, storage, disposal, or the handling of hazardous materials.

(c) The Issuer or the Trustee, as the case may be, shall notify the Lessee in writing within thirty (30) days after any Claim is made, brought, or asserted, in any event, in writing, against the Issuer or the Trustee, as the case may be, and as to which the Issuer or the Trustee, as the case may be, has actual knowledge by receipt of such written notification. The Lessee shall similarly notify the Issuer or the Trustee, as the case may be, in writing within thirty (30) days after any Claim is made, brought, or asserted in writing against the Lessee, and as to which the Lessee has actual knowledge by receipt of such written notification.

(d) The Issuer or the Trustee, as the case may be, shall fully cooperate with the Lessee, including but not limited to, assisting the Lessee in the preparation of a defense to Claims when and as the Lessee fulfills its obligations under this Section of the Lease. In the event the Issuer or the Trustee, as the case may be, provides notice to the Lessee under subsection (c) above, the Lessee shall handle and control the defense of all Claims and the Lessee's decision on litigation and settlement and all other such aspects shall be final; provided, however, no settlement or decision shall impose upon the Issuer by apportionment or otherwise, any loss, damage or liability as a result thereof.

(e) The Issuer or the Trustee, as the case may be, shall use its best efforts to deliver the notice specified in subsection (c) above within a period of thirty (30) days after the Issuer or the Trustee, as the case may be, has actual knowledge (by receipt of written notice or otherwise) of a Claim.

(f) The provisions of this Section 8.9 shall survive the termination of this Lease and shall continue in full force and effect, binding the Lessee to the provisions of this Section 8.9 without regard to the manner of termination of this Lease the satisfaction and discharge of the Indenture, or the resignation or removal of the Trustee.

Section 8.10 Compliance with Laws. The Lessee agrees that it will comply with any applicable law, ordinance, rule or regulation of any governmental authority with respect to its use of the Project; provided, however, that the Lessee may, at its expense and in its name and behalf, in good faith contest the validity, constitutionality or imposition or application of any such laws, ordinance, rule or regulation through appropriate proceedings without being in default under this Lease Agreement. The Issuer expressly authorizes the Lessee and its agents, including, without limitation, attorneys engaged by the Company, to prepare, file, pursue and resolve any application(s) with the City of Alpharetta or Fulton County as may be reasonably necessary to enable the construction, operation, renovation and maintenance of the Project on the Leased Land including, without limitation, those for site plan or condition modification or variance and including all land disturbance and building permits in connection therewith. The Issuer shall, upon request from the Company, sign any documents reasonably required in connection with any such application. The Company's indemnification of the Issuer under this Lease shall also provide for indemnification of the Issuer for any such agreements, contract, documents or easements signed by the Issuer in connection with any such application described herein.

Section 8.11 Limitation of Liability of Directors, Officers, Members, Agents and Employees of the Issuer and the Lessee. Nothing herein shall be deemed to be an obligation of any officer, director, member or employee of Issuer or the Lessee in his or her individual capacity, and neither the directors of the Issuer or the Lessee or any officer thereof executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No director, officer, member, agent or employee of the Issuer or the Lessee shall incur any personal liability with respect to any other action taken by him or her pursuant to this Lease or the Indenture.

Section 8.12 Information for Tax Valuation Purposes. In order to permit the Fulton County Board of Assessors to fulfill its property valuation responsibility generally and pursuant to the Memorandum of Agreement, the Lessee agrees to promptly provide the Fulton County Board of Assessors with all such relevant information as the Fulton County Board of Assessors may request, either directly or through or with the assistance of the Issuer, relating to the Project and the Lessee's interest therein, including, without limitation, financial information regarding capital expenditures for the acquisition, construction, development, installation and equipping of the Project, as well as specific information relating to any leases or subleases entered into by the Lessee relating to the Project or any portion thereof other than any information that, in the sole determination of the Lessee, constitutes confidential, privileged and/or trade-secret information.

Section 8.13 Economic Development Goals. The Lessee projects that following commencement of the Project it would (i) make or cause to be made aggregate capital expenditures of approximately $37,000,000 towards the acquisition, construction, development, renovation, improvement and equipping of the Project by December 31, 2026 and (ii) the Project will generate employment opportunities for approximately 244 new employees by December 31, 2028. The Lessee acknowledges and represents that the aforementioned projected capital expenditures and employment opportunities (collectively, the "Economic Development Goals") constitute good faith, reasonable expectations for the proposed Project, on which the Issuer may rely for the purposes of this Lease Agreement. The Lessee covenants to exercise its commercially reasonable efforts to achieve, or make reasonable progress to achieve under the applicable circumstances, the Economic Development Goals on or before the dates set forth in this Section 8.13. The Lessee further covenants that it shall deliver to the Issuer on or before such dates, and as reasonably requested by the Issuer, such additional documentation and information as may be necessary in order for the Issuer to ascertain and monitor the Lessee's progress towards fulfillment of the Economic Development Goals as of such dates.

ARTICLE IX

ASSIGNMENT, PLEDGING AND SELLING; REDEMPTION; RENT PREPAYMENT AND ABATEMENT

Section 9.1 Assignment and Subleasing

(a) Subleasing. Lessee may sublease the Project, as a whole or in part. No sublease shall relieve Lessee from primary liability for any of its obligations hereunder, and in the event of any such sublease, Lessee shall continue to remain primarily liable for payment of the rents specified in Section 5.3 hereof and for the payment, performance and observance of the other obligations and agreements on its part herein provided to be performed and observed by it. Lessee shall furnish or cause to be furnished to the Issuer, upon request, assurances reasonably satisfactory to the Issuer that the Project will continue to be operated in compliance with the provisions hereof and for purposes permitted by the Act. The Issuer shall have the right, at any time and from time to time, to notify any sublessee of the rights of the Issuer as provided by this Section.

(b) Assignment. Except as set forth in Sections 9.2, 9.3 and 9.8 below, this Lease may not be assigned, in whole or in part, by Lessee without the consent of (i) the Issuer and (ii) the Trustee or the owners of a majority in principal amount of the Bonds outstanding; provided, however, that this Lease may be assigned in whole or in part without such consents, to any entity controlled by, controlling or under common control with Lessee or to any successor to substantially all of the business of the Lessee.

No assignment (other than pursuant to Section 8.3 or 9.8 hereof) or sublease shall relieve the Lessee from primary liability for any of its obligations hereunder, and if any such assignment occurs, the Lessee shall continue to remain primarily liable for payment of the rents specified in Section 5.3 hereof and for performance and observance of the other agreements on its part herein provided to be performed and observed by it unless the Lessee shall have obtained the written consent of the Issuer and the Trustee or the Bondholders; provided, however, in connection with an assignment of this Lease in full, Lessee shall be automatically released from all liabilities and obligations accruing hereunder after the effective date of such assignment if the Issuer approves any such assignment. Upon request therefor from the Issuer or the Trustee, the Lessee shall promptly furnish or cause to be furnished to the Issuer and to the Trustee a true and complete copy of each such assignment or sublease, as the case may be, together with any instrument of assumption.

Section 9.2 Assignment of Lease to Trustee. The Issuer shall assign its interest in and pledge all rents, revenues and receipts derived under this Lease or otherwise arising out of or in connection with its ownership of the Project pursuant to the Indenture, to the Trustee as security for the payment of the principal of and interest on the Bonds, but such assignment shall be subject and subordinate to this Lease.

Section 9.3 Restrictions on Sale of Project by Issuer. The Issuer agrees that, except as otherwise permitted under the terms of this Lease (including, but not limited to Section 3.6 hereof) or the Indenture, it will not mortgage, sell, assign, transfer, convey or otherwise encumber the Project or any portion thereof during the Lease Term and that it will not take any other action which may reasonably be construed as tending to cause or induce the levy or assessment of ad valorem taxes on the Project or the Lessee's leasehold interest in the Project. If the laws of the State of Georgia at the time require or permit such action to be taken, nothing contained in this Section shall prevent the consolidation of the Issuer with, or the merger of the Issuer into, or the transfer of the Project as an entirety to, any public corporation whose property and income are not subject to taxation and which has corporate authority to carry on the business of owning and leasing the Project; provided, (a) that no such action shall be taken without the prior written consent of the Lessee and (b) that upon any such consolidation, merger or transfer, the due and punctual payment of the principal of and interest on the Bonds according to their tenor, and the due and punctual performance and observance of all the agreements and conditions of this Lease to be kept and performed by the Issuer, shall be expressly assumed in writing by the entity resulting from such consolidation or surviving such merger or to which the Project shall be transferred as an entirety.

Section 9.4 Prepayment of Bonds. The Issuer, at the request at any time of the Lessee and if the same are then redeemable, shall forthwith take all steps that may be necessary under the applicable prepayment provisions of the Indenture to effect prepayment of all or any portion of the Bonds, as may be specified by the Lessee, on the earliest prepayment date on which such prepayment may be made under such applicable provisions. So long as no Event of Default exists hereunder and the Issuer is not obligated to prepay the Bonds pursuant to the terms of the Indenture, the Issuer shall not redeem any Bonds prior to their maturity unless requested in writing by the Lessee. The Lessee agrees to give notice to the Issuer and the Trustee of any prepayment at least forty-five (45) days prior to the prepayment date or such shorter period of time as may be acceptable to the Issuer and the Trustee.

Section 9.5 Prepayment of Rents. There is expressly reserved to the Lessee the right, and the Lessee is authorized and permitted, at any time it may choose to prepay all or any part of the rents payable under Section 5.3 hereof, and the Issuer agrees that the Trustee may accept such prepayment when the same is tendered by the Lessee. All prepaid rents shall be credited on the rents specified in Section 5.3, in the chronological order of their due dates. If Lessee (or its affiliate) is the holder of all outstanding Bonds, Lessee (or its affiliate) may effectuate any such prepayment (and a concurrent prepayment of the Bonds) by surrendering the Bonds or causing the Bonds to be surrendered for cancellation by the Issuer.

Section 9.6 Rent Abatements if Bonds Paid Prior to Maturity. If at any time the aggregate moneys in the Bond Fund are sufficient to retire, in accordance with the terms of the Indenture, all of the outstanding Bonds and to pay all expenses and fees of the Issuer (including reasonable counsel fees actually incurred and reasonable expenses of counsel) and all Ordinary Expenses of the Trustee due or to become due through the date on which the last of the Bonds is to be retired, under circumstances not resulting in termination of the Lease Term, and if the Lessee is not at the time otherwise in default hereunder, the Lessee shall be entitled to use and occupy the Project from the date on which such aggregate moneys are in the Bond Fund to and including midnight on the Termination Date, without the payment of rent during that interval (but otherwise on the terms and conditions hereof).

Section 9.7 Reference to Bonds Ineffective After Bonds Paid. Upon Payment in Full of the Bonds and all fees, charges and expenses of the Trustee, all references in this Lease to the Bonds and the Trustee shall be ineffective and neither the Trustee nor the holders of any of the Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested. Reference is hereby made to Section 1002 of the Indenture which sets forth the conditions upon the existence or occurrence of which Payment in Full of the Bonds shall be deemed to have been made.

Section 9.8 Exempt Assignment. Notwithstanding anything to the contrary set forth in this Lease, Lessee may assign its interest in this Lease pursuant to an Exempt Assignment without the approval of the Issuer, the Trustee or the owners of a majority in principal amount of the Bonds outstanding; provided that, any assignee of the Lessee (other than the holder of a Leasehold Mortgage that has not foreclosed its interest or accepted an assignment in lieu thereof) shall (i) agree to fully and unconditionally assume all obligations of the Lessee under the Lease, including, without limitation, all indemnity provisions contained in the Lease, and unless the Lease has expired or is otherwise terminated (ii) use its commercially reasonable efforts to meet the economic development goals of the Issuer for the Project, as originally agreed upon by the Issuer and the Lessee at the time of execution of the Lease, and (iii) furnish the Issuer, not more than seven days following such assignment, written notification of the name, address and appropriate contact person for such assignee, together with a description of such assignment transaction including consideration received by the Lessee in connection therewith and an executed Notice of Assignment and Certificate of Address Change (in such form that has been approved by the Fulton County Board of Assessors (and such other information as may be reasonably requested by the Issuer).

(a) An "Exempt Assignment" means any of the following assignments:

(1) Any bona fide Mortgage or Leasehold Mortgage;

(2) The acquisition by any Mortgagee or Leasehold Mortgagee or its designee of the leasehold interest through the exercise of any right or remedy of such Mortgagee or Leasehold Mortgagee under a bona fide Mortgage or Leasehold Mortgage, including any assignment of the leasehold interest to a Mortgagee or the Leasehold Mortgagee or its designee made in lieu of foreclosure;

(3) Any foreclosure sale by any Mortgagee or Leasehold Mortgagee pursuant to any power of sale contained in a bona fide Mortgage or Leasehold Mortgage;

(4) Any sale or assignment of the leasehold interest by any Mortgagee or Leasehold Mortgagee (or its designee) which has acquired the leasehold interest by means of any transaction described above;

(5) Any sale or assignment of the leasehold interest to any Qualified Real Estate Investor; and

(6) Any sale or assignment of the leasehold interest to any person if (a) Lessee or the proposed assignee provides Adequate Financial Assurance of the

payment of rent and other financial obligations under the Lease for the period the proposed assignee is the Lessee under the Lease, and (b) the proposed assignee has sufficient commercial real estate experience with respect to developments similar to the Project to properly manage, or oversee the management of, the Project (which experience requirement may be satisfied through the engagement of a third party management company).

(b) "Qualified Real Estate Investor" means any of the following:

(1) Any Institutional Investor or an entity controlled by or under common control of an Institutional Investor; or

(2) Any person or entity domiciled within the United States of America and having a minimum net worth of $10,000,000 (either itself or in its direct or indirect constituent members or partners), as certified by a reputable firm of certified public accountants, provided such person or entity has sufficient commercial real estate experience with respect to office facilities to properly manage, or oversee the management of, the Project

(c) "Institutional Investor" means any of the following persons:

(1) Any savings bank, savings and loan association, commercial bank, or trust company having shareholder equity (as determined in accordance with GAAP accounting) of at least $50,000,000;

(2) Any college, university, credit union, trust or insurance company having assets of at least $50,000,000;

(3) Any employment benefit plan subject to ERISA having assets held in trust of $50,000,000 or more;

(4) Any pension plan established for the benefit of the employees of any state or local government, or any governmental authority, having assets of at least $50,000,000;

(5) Any limited partnership, limited liability company or other investment entity having committed capital of $50,000,000 or more;

(6) Any corporation, limited liability company or other Person having shareholder equity (or its equivalent for non-corporate entities) of at least $50,000,000;

(7) Any lender of substance which performs real estate lending functions similar to any of the foregoing, and which has assets of at least $50,000,000; and

(8) Any partnership having as a general partner any person or entity described in this Section 9.8(b) above, or any corporation, limited liability company

or other person or entity controlling, controlled by or controlled with any person or entity described in Section 9.8(b) above.

(d) “Adequate Financial Assurance” means a guaranty of payment of the rent and other financial obligations of Lessee under the Lease made by a Qualified Real Estate Investor for the period of time that the proposed assignee is the Lessee under the Lease.

Notwithstanding anything to the contrary contained in this Section 9.8 or otherwise in this Lease, Issuer acknowledges and agrees that the direct and indirect constituent entities of Lessee may, without the consent of the Issuer, make any transfer, assignment or other conveyance of direct or indirect limited partnership interests, membership interests or other equity interests in the Lessee permitted under the governing documents of such entities, as such governing documents may be amended from time to time.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. The following shall be Events of Default under this Lease:

(a) failure by the Lessee to make any rental payments required under Section 5.3 hereof on or before the date that the payment is due and continuance of such failure for a period of 30 business days after written notice thereof has been given to the Lessee by the Trustee or the owners of a majority in principal amount of the Bonds outstanding;

(b) failure by the Lessee to observe and perform any other material covenant, condition or agreement on its part under this Lease (other than as referred to in subsection (a) of this Section), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall be given to the Lessee by the Issuer or the Trustee, unless the Issuer and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Issuer and the Trustee will not unreasonably withhold their consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected;

(c) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Lessee or adjudging the Lessee a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Lessee under Title 11 of the United States Code, as now constituted or as amended or any other applicable Federal or state bankruptcy or other similar law, and such decree or order shall have continued undischarged or unstayed for a period of ninety (90) days; or the entry of a decree or order of a court having jurisdiction of the premises for the appointment of a receiver or liquidator or trustee or custodian or assignee in bankruptcy or insolvency of the Lessee or of all or a major part of its property, or for the winding up or liquidation of its affairs and such decree or order shall have remained in force undischarged or unstayed for a period of ninety (90) days;

(d) the Lessee shall institute proceedings to be adjudicated a bankrupt or insolvent, or shall consent to the filing of a bankruptcy or insolvency proceeding against it, or shall file a petition or answer or consent seeking relief under Title 11 of the United States Code, as now constituted or as amended, or any other applicable Federal or state bankruptcy or other similar law, or shall consent to the institution of proceedings thereunder or to the filing of any such petition, or shall consent to the appointment or taking possession of a receiver or liquidator or trustee or custodian or assignee in bankruptcy or insolvency of it or of all or a major part of its property, or shall make an assignment for the benefit of its creditors, or shall admit in writing in a bankruptcy or insolvency proceeding its inability to pay its debts generally as they become due, or the failure of the Lessee generally to pay its debts as such debts become due, or the taking of corporate action by the Lessee in furtherance of any such action; or

(e) The sale, transfer, assignment or other disposal of the Project or the Lessee's interest in the Project other than a sale, transfer, assignment or disposal which is permitted under the provisions of Article IX hereof.

The foregoing provisions of this Section are subject to the following limitations:

(i) If by reason of force majeure the Lessee is unable in whole or in part to carry out the agreements on its part herein contained, other than the obligations on the part of the Lessee contained in Sections 5.3, 6.3, 6.4 and 8.3 hereof, the Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; terrorism; orders of any kind of the government of the United States of America or of the State of Georgia or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Lessee. The Lessee agrees, however, to use reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Lessee, and the Lessee shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee.

(ii) The Issuer will grant any consents or waivers of any Event of Default by Lessee upon the written direction of the owners of a majority in principal amount of the Bonds outstanding, subject to such actions being consistent with any law applicable to the Issuer.

Notwithstanding the foregoing, if all of the Bonds are registered to a single party, no Event of Default shall be deemed to have occurred under this Lease unless the registered holder of the Bonds shall have concurred in writing as to such determination.

Section 10.2 Remedies on Default. Whenever any Event of Default shall have happened and be subsisting, the Issuer, or the Trustee as provided in the Indenture, may take any one or more of the following remedial steps:

(a) with the prior written consent of the owners of a majority in principal amount of the Bonds outstanding, declare all installments of rent payable under Section 5.3 hereof for the remainder of the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable. If the Issuer or the Trustee elects to exercise the remedy afforded in this Section 10.2(a) and accelerates all rents payable under

Section 5.3 hereof for the remainder of the Lease Term, the amount then due and payable as accelerated rents shall be the sum of (1) the aggregate principal amount of the outstanding Bonds, and (2) all interest on the Bonds accruing to the date of maturity by declaration;

(b) with the prior written consent of the owners of a majority in principal amount of the Bonds outstanding, re-enter and take possession of the Project without terminating this Lease and without any liability to the Lessee for such entry and repossession, and sublease the Project for the account of the Lessee, holding the Lessee liable for the difference in the rents and other amounts payable by such sublessee in such subleasing and the rents and other amounts payable by the Lessee hereunder;

(c) with the prior written consent of the owners of a majority in principal amount of the Bonds outstanding, terminate the Lease (provided, however, that upon such termination, the options of the Lessee to purchase the Project pursuant to the provisions of Article XI hereof and the obligations of the Lessee to make the rental payments pursuant to Section 5.3 hereof and purchase the Project pursuant to Section 12.1 hereof contained therein shall survive such termination), exclude the Lessee from possession of the Project and use its best efforts to lease the Project to another for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of such leasing;

(d) with the prior written consent of the owners of a majority in principal amount of the Bonds outstanding, require accounting books and records of the Lessee pertaining exclusively to the Project only for an Event of Default under Section 10.1(a);

(e) with the prior written consent of the owners of a majority in principal amount of the Bonds outstanding, take whatever action at law or in equity may appear necessary or desirable to collect the rents then due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease; and

(f) with the prior written consent of the owners of a majority in principal amount of the Bonds outstanding, exercise any remedies provided for in the Indenture, or in the Uniform Commercial Code of the State of Georgia.

Any amounts collected with respect to rent pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture and after Payment in Full of the Bonds and the payment of any costs occasioned by an Event of Default hereunder, any excess moneys in the Bond Fund shall be returned to the Lessee as an overpayment of rent. Any enforcement of recovery under this Section shall be limited from and against the Lessee only and no claim or recovery may be made against any member, partner, officer, director or other beneficial owner of the Lessee.

Notwithstanding anything to the contrary contained herein, the Issuer has the sole and exclusive right to enforce its Unassigned Rights and does not need consent of any owners of the Bonds.

Section 10.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such remedies as are given to the Issuer hereunder shall also extend to the Trustee, and the Trustee and the holders of the Bonds shall be deemed third-party beneficiaries of all covenants and agreements herein contained.

Notwithstanding anything to the contrary contained herein, the Issuer has the sole and exclusive right to enforce its Unassigned Rights and does not need consent of any owners of the Bonds.

Section 10.4 Agreement to Pay Attorneys' Fees and Expenses. Should an Event of Default occur and the Issuer and/or the Trustee should employ attorneys or incur other expenses for collection of rents or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee agrees that it shall on demand therefor pay to the Issuer and/or the Trustee the reasonable fees actually incurred of such attorneys and such other reasonable expenses so incurred by the Issuer and/or the Trustee.

In the event that Lessee provides written authorization for the Issuer to execute certain documentation in connection with the Project on and after the Closing Date, Lessee further agrees to pay the Issuer's attorneys' fees and reasonable expenses for the review of such documentation.

The obligations in this Section 10.4 shall survive the termination of this Lease.

Section 10.5 No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.6 Waiver of Appraisement, Valuation, Etc. If the Lessee should default under any of the provisions of this Lease, the Lessee agrees to waive, to the extent it may lawfully do so, the benefit of all appraisement, valuation, stay, extension or redemption laws now or hereafter in force, and all right of appraisement and redemption to which it may be entitled.

Section 10.7 Reinstatement of Lease. Notwithstanding any termination of this Lease in accordance with the provisions of Section 10.2, unless and until the Issuer shall have entered into a valid and binding agreement providing for the reletting of the Project, the Lessee may at any time after such termination pay all accrued unpaid rent, except rent accelerated pursuant to Section 10.2(a) of this Lease, plus any costs to the Issuer and the Trustee occasioned by the default, including all interest required to be paid in accordance with the Indenture on overdue principal and, to the extent lawful, on any overdue interest, or on the principal of Bonds not redeemed in accordance with the Indenture by reason of any default by the Lessee in the payment of rent, and fully cure all other defaults then capable of being cured. Upon such payment and cure and the rescission and annulment of acceleration as provided in Section 1111 of the Indenture, this

Lease shall be fully reinstated, as if it had never been terminated, and the Lessee shall be restored to the use, occupancy and possession of the Project and any acceleration pursuant to Section 10.2(a) of this Lease shall thereupon be rescinded and annulled.

ARTICLE XI

OPTIONS IN FAVOR OF LESSEE

Section 11.1 Options to Terminate the Lease Term. The Lessee shall have the following options to terminate the Lease Term, regardless of whether an Event of Default has occurred and is continuing:

(a) At any time prior to Payment in Full of the Bonds, the Lessee may terminate the Lease Term by giving the Issuer and the Trustee notice in writing of such termination and by paying to the Trustee an amount which, when added to the funds in the Bond Fund, will be sufficient to pay, retire and prepay without premium or penalty all of the outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal, interest to maturity or earliest applicable prepayment date, as the case may be, expenses of prepayment and the Trustee's reasonable fees and expenses), and, in case of prepayment, making arrangements satisfactory to the Trustee for the giving of the required notice of prepayment; or

(b) At any time after Payment in Full of the Bonds, the Lessee may terminate the Lease Term by giving the Issuer notice in writing of such termination and such termination shall forthwith become effective.

In connection with any termination of the Lease pursuant to this Section 11.1, the Project shall be conveyed to the Lessee pursuant to, and in accordance with, the provisions of Section 11.4 and/or Section 12.1 hereof, as applicable. The provisions of this Section 11.1 shall survive the expiration or sooner termination of this Lease.

Section 11.2 Reserved.

Section 11.3 Option to Purchase Unimproved Land. In addition to the provisions of Section 8.6 hereof, the Lessee shall have, and is hereby granted an option to purchase any unimproved portion of the Leased Land (on which neither the Building or any Leased Equipment is located but on which parking, signage, transportation or utility facilities may be located) at any time and from time to time, prior to Payment in Full of the Bonds, at a purchase price equal to twenty-five dollars ($25.00) per acre for the portion of the Leased Land to be purchased, provided that it furnishes the Issuer with the following:

(a) A notice in writing containing (i) an adequate legal description of that portion of the Leased Land with respect to which such option is to be exercised, (ii) a statement that the Lessee intends to exercise its option to purchase such portion of the Leased Land on a date stated, which shall not be less than thirty (30) nor more than ninety (90) days from the date of such notice, and (iii) a statement that the use to which it is intended that such portion of, or interest in, the Leased Land is to be devoted will promote the continued purpose of the Project

(b) a certificate of an Authorized Lessee Representative, dated not more than ninety (90) days prior to the date of the purchase and stating that, in the opinion of the person signing such certificate, (i) the portion of, or interest in, the Leased Land with respect to which the option is exercised is not needed for the operation of the Project for the purpose hereinabove stated or that sufficient right and title is reserved to the Issuer to fulfill said needs, and (ii) the purchase will not impair the usefulness of the Building for the intended purpose of the Project and will not destroy the means of ingress thereto and egress therefrom; and

(c) An amount of money equal to the purchase price computed as provided in this Section.

The Issuer agrees that upon receipt of the notice, certificate and money required in this Section to be furnished to it by the Lessee, the Issuer will promptly deliver the same to the Trustee for deposit in the Bond Fund, and secure from the Trustee a release from this Lease of such portion of the Leased Land with respect to which the Lessee shall have exercised the option granted to it in this Section, subject to any right and title reserved to the Issuer. In the event the Lessee shall exercise the option granted to it under this Section the Lessee shall not be entitled to any abatement or diminution of the rents payable under Section 5.3 hereof.

Subsequent to Payment in Full of the Bonds, the Lessee shall have, and is hereby granted an option to purchase any unimproved portion of the Leased Land at a purchase price equal to one dollar ($1.00) per acre with respect to the portion of the Leased Land to be purchased. The Issuer agrees that upon receipt of the money required herein to be furnished it by the Lessee, the Issuer will promptly release such portion of the Leased Land with respect to which the Lessee shall have exercised the option granted to it herein.

Section 11.4 Conveyance on Purchase or Lease Termination. At the closing of any purchase pursuant to Article XI or Article XII hereof or the earlier termination of the Lease pursuant to Section 11.1 hereof, the Issuer will deliver to the Lessee (and without further board action on behalf of the Issuer) upon receipt of the purchase price by the Issuer or by the Trustee on its behalf deliver to the Lessee or its designee, the Limited Warranty Deed and Bill of Sale or similar documents satisfactory to the Lessee conveying to the Lessee or its designee good and marketable title in and to the property with respect to which such obligation or option was exercised, by limited warranty deed, subject to the following, (i) those liens and encumbrances (if any) to which such title in and to said property was subject when conveyed to the Issuer, (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented in writing, (iii) those liens, security interests and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Lease and (iv) Permitted Encumbrances other than the Indenture, the Fee Mortgage and this Lease (the "Conveyance Documents"). The Issuer, the Trustee and the Lessee acknowledge that, in connection with the execution and delivery of this Lease, the Issuer has delivered to the Trustee fully executed but undated Conveyance Documents to hold in escrow. In connection with the delivery of the purchase price by the Lessee to the Issuer or the Trustee on the Issuer's behalf, Lessee shall by written notice delivered to the Trustee and the Issuer (the "Election Notice") either (i) direct the Trustee to date the Conveyance Documents as of the date the purchase price is delivered, release the Conveyance Documents from escrow and deliver them to the Lessee for recording in the real property records of Fulton County, Georgia (and, upon receipt of such a direction, the Trustee is hereby authorized and directed to release the Conveyance Documents from escrow and deliver them to the Lessee) or (ii) direct the Issuer to execute and deliver new Conveyance Documents dated as of the date the purchase price is delivered to the Lessee for recording in the real property records of Fulton County, Georgia. The Trustee and the Issuer shall promptly comply with the Lessee's direction set forth in the Election Notice. Notwithstanding the above, in the event only a portion of the Project is released pursuant to Section 11.3, such documents shall not be terminated but instead shall be amended to reflect the release of such portion of the Project. The provisions of this Section 11.4 shall survive the expiration or sooner termination of this Lease.

Section 11.5 Relative Position of Options and Indenture. The options respectively granted to the Lessee in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Lessee is in default hereunder, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option.

Section 11.6 Collateral Assignment of Options. The Issuer acknowledges and agrees that the Lessee may collaterally assign the options granted to the Lessee in this Article pursuant to any Mortgage or related Loan Documents and hereby consents to any such collateral assignment of such options. In furtherance of such acknowledgment and agreement, the Issuer shall execute such documents as may be reasonably required by the applicable Mortgagee to evidence such consent.

ARTICLE XII

OBLIGATIONS OF LESSEE

Section 12.1 Obligation to Purchase Project. The Lessee hereby agrees to purchase, and the Issuer hereby agrees to sell (without further board action on behalf of the Issuer), to the Lessee or its designee, the Project for $10.00 at the expiration or sooner termination of the Lease Term evidenced by either (1) the return to the Trustee of all the Bonds outstanding marked "Paid in Full" by the owners thereof (or by duly appointed attorney-in-fact of such owners), or (2) following Payment in Full of the Bonds (including, without limitation, any prepayment of the Bonds pursuant to the Indenture). At any time subsequent to the expiration or sooner termination of this Lease as aforesaid upon notice to the Issuer by the Lessee, the Issuer shall upon receipt of the purchase price deliver to the Lessee or cause the Trustee, as the assignee of the Issuer to deliver to the Lessee those documents set forth in Section 11.4 hereof. The obligation specified in this Section shall be and remain prior and superior to the Indenture and may be exercised whether or not the Lessee is in default hereunder provided that such default will not result in nonfulfillment of any condition to this right. The provisions of this Section 12.1 shall survive the expiration or sooner termination of this Lease.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Notices. Unless otherwise specified herein, it shall be sufficient service or giving of any notice, request certificate, demand or other communication if the same shall be sent by, and all notices required to be given by mail shall be given by, first class registered or certified mail, return receipt requested, or by private courier service which provides evidence of delivery, postage or other charges prepaid, or sent by telecopy or other electronic means which produces evidence of transmission, confirmed by first class mail, and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission. Unless a difference address is given by any party as provided in this Section, all such communications shall be addressed (except as otherwise specifically provided herein) as follows:

(a)	If to the Issuer:	Development Authority of Alpharetta, Georgia 2 Park Plaza Alpharetta, Georgia 30009 Attention: Economic Development Department Telephone: (678) 297-6000 Facsimile: (678) 297-6001
	with a copy to:	Jarrard & Davis, LLP 222 Webb Street Cumming, Georgia 30040 Attention: Melissa Tracy, Esq. Telephone: (678) 455-7150 Facsimile: (678) 455-7149
(b)	If to the Lessee:	Equifax Inc. [______] [______] Attn: [______]
	with a copy to:	Miller & Martin PLLC 1180 W Peachtree Street, NW, Suite 2100 Atlanta, Georgia 30309 Attention: Bruce C. McCall, Esq. Telephone: (404) 962-6472
(c)	If to the Trustee:	Synvous Bank 800 Shades Creek Parkway Birmingham, Alabama 35209 Attention: Corporate Trust Department Telephone: (205)-868-4873 Facsimile: (205)-868-4884

A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer, the Lessee or the Trustee shall be given to each of the others. The Issuer, the Lessee and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Issuer, the Lessee and their respective successors and assigns.

Section 13.3 Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.4 Amounts Remaining in Bond Fund and Project Fund. It is agreed by the parties hereto that, subject to and in accordance with the terms and conditions of Section 609 of the Indenture certain surplus moneys remaining in the Bond Fund and the Project Fund (if any) shall belong to and be paid to the Lessee by the Trustee as an overpayment of rents.

Section 13.5 Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the initial issuance of the Bonds and prior to Payment in Full of the Bonds, this Lease may only be amended, changed, modified, altered or terminated by the written agreement of the Issuer and the Lessee and may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the Trustee in accordance with the Indenture.

Section 13.6 Execution Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.7 Captions. The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Lease.

Section 13.8 Recording of Lease. A short form of this Lease, hereof, and every assignment and modification hereof shall be recorded in the office of the Clerk of the Superior Court of Fulton County, Georgia, or in such other office as may be at the time provided by law as the proper place for such recordation.

Section 13.9 Law Governing Construction of Lease. This Lease shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 13.10 Net Lease. This Lease shall be deemed a "net lease", and the Lessee shall pay absolutely net during the Lease Term the rents, revenues and receipts pledged hereunder, without abatement, deduction or set-off other than those herein expressly provided.

Section 13.11 Security and Immigration Act Provisions. The acquisition, construction and equipping of the Project will not constitute the "physical performance of services" within the meaning of Section 13-10-90(2.1) of the Official Code of Georgia Annotated because the Project will not constitute a "public structure" or "public improvements" within the meaning of such code section; therefore, Section 13-10-91(b) of the Official Code of Georgia Annotated will not apply to any contract executed in connection with the acquisition, construction and equipping of the Project or the issuance of the Bonds.

None of the Borrower, the Guarantor and their respective counsel constitute an "applicant for public benefits" within the meaning of Section 50-36-1 of the Official Code of Georgia Annotated in connection with the issuance of the Bonds; therefore, such parties are not subject to Systematic Alien Verification of Entitlement pursuant to such code section in connection with the issuance of the Bonds.

Section 13.12 Negation of Partnership**.** Nothing in this Lease shall be construed to render or constitute Issuer in any way or for any purpose a partner, joint venturer or associate in any relationship with Lessee, or vice versa, other than that as lessor and lessee or landlord and tenant, nor shall this Lease be construed to authorize Issuer as agent for Lessee.

Section 13.13 Not an Operating Lease. The Issuer and the Lessee acknowledge and agree that this Lease shall not be treated as an operating lease for Federal and State income tax purposes, but instead shall be treated as a capital lease or financing arrangement, with the Lessee being treated as the owner of the Project for such purposes and as holding all the incidents and attributes of ownership for such purposes.

Section 13.14 Required Consent of Leasehold Mortgagee. Notwithstanding anything contained herein to the contrary, whenever the provisions of this Lease require the Lessee's consent, the consent of any Leasehold Mortgagee must also be obtained.

Section 13.15 Estoppel Certificates. Upon ten (10) business days written request of the Lessee, the Issuer will provide (or direct the Trustee to provide) a statement to any Leasehold Mortgagee concerning, to the best of its knowledge, (i) the outstanding amount of the Bonds that have been issued to the Lessee; (ii) whether a default exists under this Lease or the other Bond Documents, and if so specifying the nature of such default; (iii) whether this Lease or the Bond Documents have been amended, and if so, specifying the amendments; (iv) any claims in existence of which the Issuer is aware and with respect to which Issuer could seek indemnification pursuant to the terms of the Lease; and (v) any other matter concerning this Lease or the Bond Documents reasonably requested by such Leasehold Mortgagee.

Section 13.16 Acknowledgment of Subordination. Notwithstanding anything contained herein, this Lease is subject and subordinate in all respects to any Leasehold Mortgage and any related Loan Document, to all other liens granted by Lessee to the holder of such Leasehold Mortgage with respect to or in connection with the indebtedness secured by any Leasehold Mortgage, and to all modifications, extensions, refinancings (where such liens continue) or renewals of such lien.

Section 13.17 Third Party Beneficiary. The Issuer and the Lessee hereby acknowledge that each Leasehold Mortgagee has relied on the provisions of this Lease that are to its benefit and as such the Issuer and the Lessee intend that each Leasehold Mortgagee be a third-party beneficiary of this Lease.

IN WITNESS WHEREOF, the Issuer and the Lessee have caused this Lease to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized representatives, all as of the date first above written.

DEVELOPMENT AUTHORITY
OF ALPHARETTA, GEORGIA

By: ______________________________
Chair

(SEAL)

Attest:

____
Secretary-Treasurer

(Signature Page to Lease Agreement)

EQUIFAX INC.,
a Georgia corporation

By: ___________________________
Name/Title

(Signature page to Lease Agreement)

The Trustee executes this Joinder solely for the limited purpose of agreeing to the terms of Section 11.4 of the Lease.

SYNOVUS BANK, as Trustee

By:________________________
Dean Matthews
Managing Director

(Signature Page to Lease Agreement)

EXHIBIT “A”
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta, Georgia
and
Equifax Inc.
dated [______], 2025

DESCRIPTION OF LEASED LAND

[to be inserted]

EXHIBIT "B"
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta, Georgia
and
Equifax Inc.
dated [______], 2025

DESCRIPTION OF LEASED EQUIPMENT

[to be inserted]

EXHIBIT “C”
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta, Georgia
and
Equifax Inc.
dated [______], 2025

PROJECT SUMMARY

The Project consists of the acquisition, construction, development, renovation, improvement and equipping of an existing building to transition current space from a data center to a larger workspace for its expanding corporate technology team, as part of its transition to cloud-based IT operations, located at 1505 Windward Concourse in Alpharetta, Georgia.

EXHIBIT “D”
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta, Georgia
and
Equifax Inc.
dated [______], 2025

LIMITED WARRANTY DEED AND BILL OF SALE
by and between
DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA
and
EQUIFAX INC.

-------------------------SPACE ABOVE THIS LINE FOR RECORDER'S USE---------------------

After recording, please return to:

Allison Dyer, Esq.
Holland & Knight LLP
1180 West Peachtree Street, Suite 1800
Atlanta, Georgia 30309

STATE OF GEORGIA.

COUNTY OF FULTON

LIMITED WARRANTY DEED AND BILL OF SALE

THIS INDENTURE, made as of the ____ day of _______________, _____, is from **DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA** a public body corporate and politic of the State of Georgia (**"Grantor"**) to **EQUIFAX INC.**, a Georgia corporation (**"Grantee"**) (the terms **"Grantor"** and **"Grantee"** to include their respective heirs, successors and assigns where the context hereof requires or permits).

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which are being hereby acknowledged by Grantor, has granted, bargained, assigned, transferred, sold and conveyed and by these presents does hereby grant, bargain, assign, transfer, sell and convey unto Grantee all that tract or parcel of land lying and being in Land Lot [_____], of the [_____] District, Fulton County, Georgia being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all buildings and improvements located thereon (the **"Property"**) and all of its right, title, and interest in and to the personal property more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "**Personal Property**").

TO HAVE AND TO HOLD the Property, together with all and singular the other rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee, forever in FEE SIMPLE, subject only to those matters more particularly described on Exhibit "C" attached hereto and incorporated herein by this reference (the **"Permitted Encumbrances"**).

AND THE SAID GRANTOR will warrant and forever defend the right and title to the Property unto Grantee, against the claims of all persons whomsoever, claiming by, through or under Grantor and not otherwise, except for claims arising under or by virtue of the Permitted Encumbrances.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has hereunder set its hand and seal on the day, month and year first written above.

GRANTOR:

Signed, sealed and delivered in the presence of:

DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA

____
Unofficial Witness

By: ___________________________________
Chair

____
Notary Public

Commission Expiration Date: _________

[NOTARIAL SEAL]

EXHIBIT "A"

DESCRIPTION OF LEASED LAND

[to be inserted]

EXHIBIT “B”

DESCRIPTION OF PERSONAL PROPERTY

[to be inserted]

EXHIBIT "C"

DESCRIPTION OF PERMITTED ENCUMBRANCES

[to be inserted]

LIMITED WARRANTY BILL OF SALE

For Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA, a public body corporate and politic of the State of Georgia (collectively, "Seller"), hereby conveys to EQUIFAX INC., a Georgia corporation ("Purchaser") all of its right, title and interest in and to the personal property more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (collectively, the "Personal Property"):

TO HAVE AND TO HOLD its respective right, title and interest in the Personal Property, together with any rights and appurtenances thereto, unto Purchaser, its successors and assigns, to and Seller agrees to WARRANT AND FOREVER DEFEND, all and singular, its respective right, title and interest in the Personal Property unto Purchaser, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Seller, but not otherwise.

[SIGNATURES FOLLOW]

.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale effective as of ____________________, 20____.

DEVELOPMENT AUTHORITY OF
ALPHARETTA, GEORGIA

By:______________________________________
Chair

(SEAL)

Attest:

____
Secretary- Treasurer

As to the Issuer, signed
and sealed in the presence
of:

____
Witness

____
Notary Public

My commission expires:

(Notarial Seal)

EXHIBIT A

PERSONAL PROPERTY

[TO BE PROVIDED]

EXHIBIT “E”
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta, Georgia
and
Equifax Inc.
dated [______], 2025

FORM OF AMENDMENT TO LEASE AGREEMENT

Number __

This AMENDMENT TO LEASE AGREEMENT, dated as of _______________, between the DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA (the “Authority”), a public body corporate and politic created and existing under the laws of the State of Georgia, as Lessor, EQUIFAX INC. (the “Lessee”), a corporation incorporated and existing under the laws of the State of Georgia, as Lessee.

W I T N E S E T H:

WHEREAS, the Authority and the Lessee have heretofore entered into a Lease Agreement, dated as of [______], 2025 (said Lease Agreement, as from time to time modified or amended, is herein called the “Lease”), relating to certain Leased Land in Fulton County, Georgia (as more fully described hereinafter as the “Leased Land”); and

WHEREAS, the Authority and the Lessee have now determined that it is necessary to amend the Lease in certain respects to reflect the [removal from] [addition to] the description of the [Leased Land the real property (including the improvements thereon constituting a part of the Project)] [Leased Equipment, the items] described in Exhibit “1” hereto; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the Authority and the Lessee agree to and do hereby amend the Lease to modify the description of the [Leased Land] [Leased Equipment] contained as Exhibit [“A”] [“B”] attached thereto in order to [remove therefrom] [add thereto], effective as of the date hereof, the [real property (including all structures, buildings and other improvements thereon)] [Leased Equipment, the items] described in Exhibit “1” to this Amendment to Lease Agreement.

Section 1. Amendment of Lease. The Lease shall be deemed to be modified and amended in accordance with the provisions of this Amendment to Lease Agreement and the respective rights, duties and obligations of the Authority and the Lessee under the Lease shall hereafter be determined, exercised and enforced under the Lease subject in all respects to this Amendment to Lease Agreement, and all the terms and conditions of this Amendment to the Lease Agreement shall be part of the terms and conditions of the Lease for any and all purposes.

All references in the Lease to the [Leased Land] [Leased Equipment] described in Exhibit [“A”] [“B”] thereof shall refer to said Exhibit as hereby amended and modified.

Section 2. Execution Counterparts. This Amendment to Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3. Recordation. This Amendment to Lease Agreement may be recorded in the office of the Superior Court of Fulton County, or in such other office as may be at the time provided by law as the proper place for such recordation.

Section 4. Lease to Continue in Full Force and Effect. All other terms of the Lease shall continue in full force and effect subject to this Amendment to Lease Agreement as set forth herein.

IN WITNESS WHEREOF, the Authority and the Lessee have caused this Amendment to the Lease Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers as of _________ __, ____.

DEVELOPMENT AUTHORITY OF
ALPHARETTA, GEORGIA

(SEAL)

Attest:

By:______________________________________
Chair

____
Secretary-Treasurer

[SIGNATURE BLOCK NEEDED]
EQUIFAX INC.,
a Georgia corporation

By: ___________________________
Name: _________________________
Title: __________________________

EXHIBIT “1”
to
AMENDMENT TO LEASE AGREEMENT (Number __)
among
DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA
and
EQUIFAX INC.

dated _______________

DESCRIPTION OF [ADDITIONAL] [REMOVED] [LEASED LAND] [LEASED EQUIPMENT]

EXHIBIT "F"
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta, Georgia
and
EQUIFAX INC.
dated [______], 2025

REQUISITION AND CERTIFICATE

Requisition and Certificate No. __
Date: _____________, 20__
Amount of Requisition: $__________

[______], as Trustee under the Indenture of Trust, dated as of [______], 2025, relating to an aggregate principal amount not to exceed $37,000,000 of Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025.

Gentlemen:

All capitalized terms used but not defined herein shall have the meanings assigned to them in that certain Lease Agreement, dated as of [______], 2025, by and between the Development Authority of Alpharetta, Georgia and Equifax Inc..

This is a requisition for payment from the Development Authority of Alpharetta, Georgia Revenue Bonds - Project Fund, Bonds Equifax Inc. Project, of an obligation in the stated amount incurred by or on behalf of the Issuer in connection with the issuance of the Bonds in caption or the acquisition, construction and installation of the Project.

1. This obligation is a proper charge against the Project Fund, the payment thereof is being made in connection with the Project and has not been the basis of any previous withdrawal from the Project Fund.

2. No other certificate in respect of the foregoing obligation is being or has been previously delivered to the Trustee.

3. The Lessee has no notice of any vendor's, mechanic's, or other liens or right to liens, chattel mortgages or conditional sales contracts, or other contracts or obligations (other than those being contested in good faith as permitted in Section 6.1(c) of the Lease Agreement) which should be satisfied or discharged before such payment is made; and

4. Such requisition contains no item representing payment on account of any retained percentages which the Issuer or the Lessee is, as of the date of such requisition, entitled to retain under retained percentage agreements.

5. Purpose and circumstances of such obligation:

Reimbursement of costs of the Project.

Owing to:

Equifax Inc.

6. A bill or statement of account for such obligation is available upon request made to the Lessee.

7. The Lease [Amendment] relating to the portion of the Project for which such obligation has been incurred is attached hereto, and has been executed by the Lessee. The Lease [Amendment] and this Requisition and Certificate relate to those portions of the Project conveyed to the Issuer by [Limited Warranty Deed and Bill of Sale][Bill of Sale] attached hereto and numbered as described above.

All of the foregoing is hereby certified.

By: ________________________________
Authorized Lessee Representative

Insofar as the disbursement requested hereby is to pay obligations incurred for labor, services, material, supplies or equipment in connection with the acquisition, construction and installation of the Project, such labor and services were to the Lessee's knowledge performed and such material, supplies or equipment were or are to be used in connection with the acquisition, construction and installation of the Project or delivered at the site of the Project for such purpose. This requisition includes by attachment hereto the [limited warranty deed and bill of sale][bill of sale] necessary to convey title in and to the items of [Leased Land][Leased Equipment] for which reimbursement is sought to the Issuer.

This requisition is given without prejudice against any rights of the Issuer or the Lessee against third parties which exist on the date hereof. Section 13.15 of the Lease is incorporated herein by this reference and deemed made to apply with equal force and effect hereto.

____
Authorized Lessee Representative

EXHIBIT "G"
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta, Georgia
Equifax Inc.
dated [______], 2025

APPURTENANT EASEMENTS

All those matters of record in the Clerk's Office of Fulton County.

INDENTURE OF TRUST

between

DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA

and

SYNOVUS BANK,

as Trustee

Securing the issuance of an aggregate principal amount not to exceed $37,000,000 of Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025, and any Additional Bonds issued hereunder.

Dated as of [______], 2025

This instrument was prepared by:
Holland & Knight LLP
1180 West Peachtree Street, Suite 1800
Atlanta, Georgia 30309

TABLE OF CONTENTS

INDENTURE OF TRUST

THIS INDENTURE OF TRUST (the "Indenture"), dated as of [______], 2025, made and entered into by and between the DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA a public body corporate and politic created and existing under the laws of the State of Georgia (the "Issuer"), and [______], as trustee, a Georgia banking corporation, authorized to accept and execute trusts of the character herein set out, as trustee (the "Trustee"). All capitalized terms not otherwise defined herein shall have the meanings given to such terms under the hereinafter defined Lease Agreement.

RECITALS

WHEREAS, the Issuer has been created pursuant to the provisions of the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62), as amended (the "Act"), and an activating resolution of the Mayor and Council of the City of Alpharetta, Georgia, adopted on February 23, 1981; and

WHEREAS, the Issuer has been created to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities and to promote the general welfare of the State of Georgia; the Act empowers the Issuer to issue its revenue obligations, in accordance with the applicable provisions of the Revenue Bond Law of the State of Georgia (O.C.G.A. Sections 36-82-60 et seq.), as heretofore and hereafter amended, for the purpose of financing or refinancing the acquisition, development, construction and installation of any "project" (as defined in the Act) for lease or sale to prospective tenants or purchasers in furtherance of the public purpose for which it was created; and

WHEREAS, after careful study and investigation the Issuer, in furtherance of the purpose for which it was created and pursuant to resolution duly adopted, has entered into that certain Lease Agreement (the "Lease Agreement"), dated as of even date herewith, with Equifax Inc. (the "Company"), a Georgia corporation, pursuant to which the Issuer has agreed to acquire, construct, equip, install and develop the Project (as defined in the Lease Agreement), for the use and occupancy of the Company under the Lease Agreement and the Company has agreed to pay the Issuer specified rental payments and other payments; and

WHEREAS, after careful investigation, the Issuer has found and does hereby declare that it is in the best interest of the citizens of Alpharetta, Georgia, that the Project be acquired, constructed, equipped and installed and leased to the Company for the purposes stated in the Lease Agreement, all in keeping with the public purpose for which the Issuer was created; and

WHEREAS, a Project Summary for the Project has been prepared by the Company, and it is estimated that the amount necessary to finance the cost of the Project, including expenses incidental thereto, will not exceed $37,000,000 (said Project Summary, which may be amended from time to time by the Company, has been approved by the Issuer and is on file with the Company); and

WHEREAS, the most feasible method of financing the cost of the Project is through the issuance hereunder of Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025 (the "Series 2025 Bonds"), in an aggregate principal amount not to exceed $37,000,000; and

WHEREAS, the execution and delivery of this Indenture and the sale, issuance and delivery of the Series 2025 Bonds have been in all respects duly and validly authorized by resolution duly adopted by the Issuer; and

WHEREAS, it is anticipated that additional moneys may be necessary to finance the cost of (a) completing the acquisition, construction, equipping, installation and development of the Project, (b) providing for the enlargement, improvement, expansion or replacement of the Project, (c) refunding any bonds issued under this Indenture, or (d) any combination of the foregoing, and provision should be made for the issuance from time to time of Additional Bonds which shall be equally and ratably secured hereunder with the Series 2025 Bonds (the Series 2025 Bonds and such Additional Bonds being hereinafter collectively referred to as the "Bonds"); and

WHEREAS, the Bonds will be delivered to and paid for by the purchaser in multiple installments as and when moneys are required to complete the acquisition, construction, equipping and installation and development of the Project, and the provisions of this Indenture are to be liberally read and construed in a manner which facilitates such approach to delivery and payment; and

WHEREAS, the Issuer will receive rental payments and other payments from the Company, which revenues, together with all other rents, revenues and receipts arising out of or in connection with the Issuer's ownership of the Project, shall be pledged together with the Lease Agreement (except for the Unassigned Rights) as security for payment of the principal of and interest on the Bonds; and

WHEREAS, the Trustee recites that a condition of its acceptance of this Indenture was the receipt of a duly authorized, executed and delivered Guaranty Agreement, dated as of even date herewith, pursuant to which the Company absolutely and unconditionally guarantees the full and prompt payment of the rental payments and other amounts owed by the Company under the Lease Agreement; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued and delivered as provided in this Indenture, the valid, binding and legal obligations of the Issuer, according to the import thereof, and to create a valid assignment and pledge of the rental payments and other payments derived from the Lease Agreement to the payment of the principal of and interest on the Bonds and a valid assignment of all the right, title and interest of the Issuer (except for the Unassigned Rights) in the Lease Agreement, have been done and performed, and the execution and delivery of this Indenture and the execution, issuance and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS INDENTURE WITNESSETH:

That the Issuer, in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the owners thereof, and of the sum of One Dollar ($1.00), lawful money of the United States of America, to it duly paid by the Trustee, at or before the execution and delivery of these presents, and for other good and valuable considerations the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to ensure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, has given, granted, pledged, assigned, conveyed and transferred and does by these presents give, grant, pledge, assign, convey and transfer to the Trustee, and to its successors in the trusts hereby created, and to them and their assigns forever, all of the Issuer's estate, right, title and interest in, to and under any and all of the following described property, rights and interest:

I.

A security interest in all right, title and interest of the Issuer in the Lease Agreement and all amendments, modifications and renewals thereof (except for the Unassigned Rights).

II.

A security interest in all rental payments and other payments to be received pursuant to the Lease Agreement, together with all other rents, revenues and receipts arising out of or in connection with the Issuer's leasing, letting or licensing of the Project (except for the Unassigned Rights), and all amendments, modifications and renewals thereof.

III.

A security interest in all amounts on deposit from time to time in the Project Fund and the Bond Fund, subject to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein.

IV.

A security interest in any and all other property being or becoming a part of the Project of every name and nature (including, without limitation, any additional lease or leases covering the Project) from time to time hereafter by delivery or by writing of any kind, given, granted, pledged, assigned, conveyed, mortgaged or transferred, as and for additional security hereunder, by the Issuer or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND HOLD all the same with all privileges and appurtenances hereby given, granted, pledged, assigned, conveyed, mortgaged and transferred, or agreed or intended to be to the Trustee and its successors in said trusts and to them and their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit, security and protection of all owners of the Bonds issued or to be issued under and secured by this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any of the others except as herein expressly provided;

PROVIDED, HOWEVER, that upon Payment in Full (as hereinafter defined) of the Bonds in accordance with the terms and provisions of this Indenture, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be of full force and effect.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all property hereby given, granted, pledged, assigned, conveyed or transferred is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted and does hereby agree and covenant with the Trustee and with the respective owners, from time to time, of the Bonds or any part thereof, as follows, that is to say:

ARTICLE I.

DEFINITIONS

Section 101. Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein (terms which are not defined in this Section shall have the meaning specified in Article I of the Lease Agreement except as herein otherwise expressly provided or unless the context requires otherwise):

"Act" means the Development Authorities Law, an act of the General Assembly of the State of Georgia (O.C.G.A. Section 36-62), as amended.

"Additional Bonds" means the bonds of any series, other than the Series 2025 Bonds, authorized under the Indenture and authenticated and delivered in accordance with the provisions of Article IV of this Indenture.

"Bond Fund" means the Bond principal and interest payment fund created by Section 602 hereof and within which there shall be established a General Account and a Special Account. The Special Account may be established by the Trustee for bookkeeping purposes only and moneys designated as being held in the Special Account may be held in any segregated account designated by the Trustee for such purpose. Any reference herein to the words "Bond Fund" without further qualification shall constitute a reference to said General Account.

"Bond Purchase Agreement" means the contract of even date herewith pursuant to which the Issuer has agreed to sell, and the Purchaser has agreed to purchase, the Bonds, in accordance with the provisions thereof.

"Bond" or "Bonds" shall mean any or all of an aggregate principal amount not to exceed $37,000,000 of Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025, to be issued by the Issuer hereunder, and from and after the issuance of any Additional Bonds, unless the context clearly indicates otherwise, such Additional Bonds.

"Company" means Equifax Inc., a Georgia corporation, authorized to do business in the State of Georgia, and its successors and assigns, including any surviving, resulting or transferee entity as provided in Section 8.3 of the Lease Agreement.

"Costs of the Project" means any and all costs of the acquisition, development, construction, equipping, installation and development of the Project or any other "cost of project" relating to the Project as such term is defined in O.C.G.A. 36-62-2(2).

"Counsel" means an attorney or firm thereof duly admitted to practice law before the highest court of any state in the United States of America or of the District of Columbia.

The term “event of default” means the events specified in Section 1101 hereof, subject to the terms of Section 1112 hereof.

“Extraordinary Services” and “Extraordinary Expenses” means all services rendered and all expenses incurred by the Trustee under this Indenture other than Ordinary Services and Ordinary Expenses.

“Financing Statements” means any and all financing statements (including continuation statements) filed for record from time to time.

“Government Obligations” means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, or (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and interest on which is fully and unconditionally guaranteed as a full faith and credit obligation by the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of the Trustee and not subject to redemption prior to maturity by anyone other than the holder thereof.

“Guaranty Agreement” means the Guaranty Agreement, of even date herewith, from the Company to the Trustee, pursuant to the terms of which the Company has absolutely and unconditionally guaranteed the payment of rental payments under the Lease Agreement, and any amendments or supplements thereto, including any amendments or any additional Guaranty Agreements executed by the Company in connection with the issuance of any Additional Bonds.

“Indenture” means this Indenture of Trust, as amended, supplemented or restated from time to time.

“Independent Counsel” means an attorney, or firm thereof, duly admitted to practice law before the highest court of any state in the United States of America or of the District of Columbia and not an employee of or regularly retained by either the Issuer or the Company.

“Interest Payment Date” means, with respect to the Bonds, January 1, 2026, and each January 1 and July 1 thereafter, and each date on which interest or principal is due and payable on all or part of the Bonds by reason of acceleration or redemption.

“Interest Period” means the period from and including any Interest Payment Date to and including the day immediately preceding the next following Interest Payment Date.

“Issuer” means the Development Authority of Alpharetta, Georgia, a public body corporate and politic created and existing under the Constitution and the laws of the State of Georgia, and its lawful successors and assigns.

“Lease Agreement” or “Lease” means the Lease Agreement, of even date herewith, between the Issuer and the Company, and any amendments or supplements thereto.

"Lender" means any Person which has advanced credit to the Company with respect to the Project.

"Limited Warranty Deed and Bill of Sale" means the limited warranty deed, to be dated the date of actual execution and delivered in accordance with Section 11.4 of the Lease Agreement. The Limited Warranty Deed and Bill of Sale, in substantially the form it is to be executed and delivered, is attached to the Lease Agreement as Exhibit "D."

"Ordinary Services" and "Ordinary Expenses" means those services normally rendered and those expenses normally incurred by a Trustee under instruments similar to this Indenture, including without limitation, fees and expenses of the Trustee as paying agent and bond registrar, and as custodian of the Project Fund and the Bond Fund hereunder.

The term "outstanding," when used with reference to the Bonds at any date as of which the amount of outstanding Bonds is to be determined, means all Bonds which have been authenticated and delivered to Purchasers by the Trustee under this Indenture, except:

(a) Bonds canceled at or prior to such date;

(b) Bonds for the payment or prepayment of which sufficient moneys and/or Government Obligations meeting the terms and conditions specified in Section 1002 hereof shall have been theretofore transferred or deposited into the Bond Fund (whether upon or prior to the maturity or prepayment date of any such Bonds); provided that if such Bonds are to be prepaid prior to the maturity thereof, notice of such prepayment shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee;

(c) Bonds in lieu of which others have been authenticated under Section 206 hereof; and

(d) For purposes of any consent or other action to be taken by the owners of a specified percentage of outstanding Bonds hereunder, or unless the Company or an affiliate of the Company shall own at such time 100% of the outstanding Bonds (determined without reference to this subparagraph (d)), Bonds held by the Company or an affiliate of the Company.

The term "owners of the Bonds" means the registered owners of the Bonds.

The term "Payment in Full of the Bonds" specifically encompasses the situations described in Sections 1001 and 1002 hereof.

"Person" means natural persons, firms, associations, corporations and public bodies and other legal entities.

The term “Principal Office of the Trustee” means the principal corporate trust office of the Trustee in Atlanta, Georgia, or the principal corporate trust office of any successor trustee designated pursuant to the provisions of a supplemental indenture.

“Project” means the Building, the Leased Land and the Leased Equipment defined and described in the Lease Agreement, as each may at any time exist.

“Project Fund” means the trust fund created by the Issuer in Section 701 herein.

“Purchaser” means initially Equifax Inc., a Georgia corporation, as Purchaser under the Bond Purchase Agreement, and its successors and assigns.

“Record Date” means the close of business on the 15th day (whether or not a business day) of the month immediately preceding the applicable Interest Payment Date.

The term “security interest” or “security interests” shall refer to the security interests created herein and shall have the meaning set forth in the Uniform Commercial Code of Georgia, as now or hereafter amended.

“Series 2025 Bonds” means the Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025, authorized under this Indenture and authenticated and delivered in accordance with Section 304 of this Indenture.

“Trust Estate” means the property described in Sections I, II, III and IV of the Granting Clauses of this Indenture.

“Trustee” means the party so named and designated in the first paragraph of this Indenture and any co-trustee or successor trustee hereunder and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

“Unassigned Rights” means the rights of the Issuer in and under the Lease Agreement to be reimbursed for fees and expenses, the right of the Issuer to be ensured as provided in Article VI of the Lease, the right to inspect the Project (whichever is then owned by the Issuer), the rights of the Issuer to receive notices and to grant or withhold the granting of consents and the right of the Issuer to be indemnified.

Section 102. Use of Phrases. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Indenture and not solely to the particular portion hereof in which any such word is used. The definitions set forth in Section 101 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

ARTICLE II.

TERMS, EXECUTION AND DELIVERY OF THE BONDS

Section 201. Issuance of Bonds in Series. The Bonds may be issued in different series and each Bond shall have an appropriate series designation. All of the Bonds shall be equally and ratably secured by this Indenture and by the pledge herein made, it being expressly understood and agreed that no Bonds issued hereunder shall be prior to any other Bonds thereafter issued hereunder, but shall be on a parity therewith, with respect to the pledge of this Indenture.

Section 202. Dates and Places of Payment of Bonds. Each series of Bonds shall bear such date as shall be specified in this Indenture or in the supplemental indenture providing for the issuance thereof and shall mature on such dates in such years and in such amounts as shall be fixed therefor prior to the issuance thereof. Interest on the Bonds from their respective dates until their respective maturities shall be payable at such rates as shall be fixed therefor prior to the issuance thereof.

The Bonds shall be issued as fully registered Bonds as hereinafter provided.

Each Bond shall be dated the date of its authentication and delivery by the Trustee. The Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication of such Bond to which interest has been paid or provided for, unless: (1) the date of authentication of such Bond is an Interest Payment Date to which interest has been paid or provided for, then from the date of authentication thereof, or (2) no interest has been paid on such Bond, in which case from the date of authentication and delivery of such Bond or (3) such authentication date shall be after any Record Date and before the next succeeding Interest Payment Date, in which case interest shall be paid from the next succeeding Interest Payment Date.

The principal of and interest on each of the Bonds shall be payable in lawful money of the United States of America by check to the owner thereof delivered at the address of such owner as shown on the bond register maintained by the Trustee as Bond Registrar (the "Bond Register"), unless there shall be in effect a home office payment agreement satisfactory to the Trustee, as provided in Section 208 hereof. Such payments shall be made to the person in whose name a Bond shall be registered on the Bond Register, with respect to payment of principal, on the date such principal is due, and, with respect to the payment of interest, as of the applicable Record Date as shown on the Bond Register. Payment of the final installment of principal of each Bond to the owner thereof shall be made upon surrender of the Bond to the Trustee. The Bond Registrar shall maintain a record of the amount and date of all payments or prepayment of the principal of and interest on the Bonds.

Section 203. Execution; Limited Obligation. The Bonds shall be executed on behalf of the Issuer by the official manual signature of its Chair or Vice Chair and the Issuer's corporate seal shall be affixed thereto and attested by the official manual signature of its Secretary-Treasurer. The obligation of the Issuer to pay the Bonds and the interest thereon shall not be a general obligation of the Issuer, Fulton County or the State of Georgia, but shall be a limited obligation of the Issuer which shall be payable from, and wholly secured by, a pledge of the rental payments and other payments received from the Company derived by the Issuer under the Lease Agreement together with all other rents, revenues and receipts arising out of or in connection with the Issuer's ownership of the Project. If any officer of the Issuer who shall have signed or sealed any Bonds shall cease to be such officer before such Bond so signed and/or sealed has been authenticated and delivered by the Trustee, such Bond nevertheless may be authenticated and delivered as though the person who signed and/or sealed such Bond had not ceased to be such officer, and also any Bond may be signed and sealed on behalf of the Issuer by such persons as at the actual time of execution of such Bond shall be the proper officers of the Issuer, although at the date of such Bond such persons may not have been officers of the Issuer.

Section 204. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. Said certificate of authentication on any Bond shall be deemed to have been executed by the Trustee if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds issued hereunder.

Section 205. Form of Bonds. The Bonds and the form for transfer and the validation certificate to be printed thereon, and the Trustee's certificate to be endorsed on all Bonds shall be in substantially the form hereinafter set forth in Section 303 hereof with such appropriate variations, omissions, substitutions and insertions as are permitted or required by this Indenture and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon, as may be required to comply with any applicable laws or rules or regulations, or as may, consistently herewith, be determined by the officers executing such Bonds, as evidenced by their execution of the Bonds. (The Bonds of each series of Additional Bonds, and the various certificates to be endorsed thereon shall be in substantially the forms respectively provided therefor in the supplemental indenture under which each series of Additional Bonds is issued, which forms shall in general be similar to the form applicable to the Bonds, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof and of such supplemental indenture.)

Section 206. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate and deliver a new Bond in the same principal amount in lieu of and in substitution for the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer and the Trustee evidence satisfactory to them and to the Company of the ownership of such Bond and of such loss, theft or destruction, together with indemnity satisfactory to them. If any such Bond shall have fully matured, instead of issuing a new Bond the Issuer may pay the same. The Issuer and the Trustee may charge the owner of such Bond with their reasonable fees and expenses in this connection.

Section 207. Transfer of Bonds; Persons Treated as Owners. The Issuer shall cause books for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the Bond Registrar of the Issuer. Upon surrender for transfer of any Bond at the Principal Office of the Trustee, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or fully registered Bonds in the same aggregate principal amount of any authorized denomination or denominations. Fully registered Bonds may be exchanged at the Principal Office of the Trustee for an equal aggregate principal amount of fully registered Bonds of any authorized denomination or denominations.

Any Bond shall be fully transferable by the registered owner on the Bond Register to be provided for that purpose, upon presentation of such Bond for notation of transfer thereof at the Principal Office of the Trustee, as Bond Registrar, accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar duly executed by the registered owner or its attorney duly authorized in writing. No service charge shall be made for any such transfer, but the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. The person in whose name any Bond is registered from time to time shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and interest on such Bond shall be made only to or upon the order of the registered owner thereof, or its attorney duly authorized in writing, and neither the Issuer, the Trustee (acting in its capacity as Bond Registrar or otherwise), nor any paying agent acting for the Issuer shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds to the extent of the sum or sums so paid.

Anything in this Indenture to the contrary notwithstanding, there shall not be effected, and the Trustee acting as Bond Registrar shall not permit the effecting of, any transfer of any Bond pursuant to the provisions of this Section, unless there is delivered to the Trustee an opinion of Counsel satisfactory to the Trustee, the Issuer and the Company to the effect that such transfer will not violate applicable securities laws; provided, however, no such opinion of Counsel shall be required to be delivered in connection with (i) any pledge, assignment or transfer of a Bond to a Lender or any subsequent transfer of such Bond pursuant to the exercise by such Lender of its remedies granted in connection with such pledge, assignment or transfer or (ii) any assignment of the Lease in accordance with the provisions of Article IX of the Lease.

All Bonds which have been surrendered to the Trustee pursuant to Section 206 or 207 of this Indenture or for the purpose of payment upon maturity or prepayment prior to maturity shall be canceled and destroyed by the Trustee and a certificate of destruction shall be delivered to the Issuer upon the Issuer's request.

Notwithstanding anything herein to the contrary, no Bond shall be transferred and the Trustee shall not register any transfer of a Bond unless the proposed transferee has submitted to the Issuer an investment letter in form satisfactory to the Issuer.

The Bonds have not been registered under the Securities Act of 1933, as amended, or under the securities laws of any state or other jurisdiction and may not be sold, assigned, pledged, hypothecated or otherwise transferred, nor may the extent of the registration of any Bond be reduced, without opinion of counsel satisfactory to the Issuer, the Trustee and the lessee of the Project to the effect that such transfer or change in the extent of registration will not violate applicable securities laws.

Section 208. Home Office Payment Agreement. Notwithstanding any provision of this Indenture or of any Bond to the contrary, the Issuer and the Trustee may enter into a home office payment agreement with the owner of any Bond in an original principal amount of at least $100,000, providing for the making to such owner of all payments of principal and interest on such Bond or any part thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner other than as provided in this Indenture and in the Bonds without presentation or surrender of such Bond, upon such conditions as shall be satisfactory to the Trustee (including the payment by Company of rental payments under the Lease directly to the owners of the Bonds in satisfaction of the principal and interest on the Bonds). As the Company would be the payer of rent and the recipient of an equal amount of debt service, unless the Company notifies the Issuer and Trustee in writing to the contrary, such payment shall be constructively made and may be conclusively be deemed to be made when due. The Trustee agrees to make or permit to be made payments of principal and interest on the Bonds in accordance with the provisions of such home office payment agreement. The Trustee shall not be liable to any such owner or to the Issuer for any act or omission to act on the part of the Issuer, any such owner or any agent of the Issuer, in connection with any such agreement, and the Trustee shall have no obligation in connection with any payment of principal or interest made in compliance with any such agreement and shall not be deemed to have notice of any default in the making of any such payment. Upon the transfer of any registered Bond being paid in accordance with the provisions of a home office payment agreement permitted by this Section, the owner of such registered Bond prior to the delivery of such Bond to the transferee, shall make a notation on such Bond of the date to which interest has been paid thereon and the amount of any prepayments made on account of the principal thereof, and the Trustee shall not be deemed to have notice of any such payment.

Section 209. Notice of Prepayment. At the written direction of the Company or upon termination of the Lease Agreement pursuant to the terms thereof, notice of the call for any total (in the case of a termination of the Lease Agreement) or partial prepayment of the Bonds shall be given by the Trustee by mailing a copy of the prepayment notice by first class mail at least thirty (30) days prior to the prepayment date to the registered owners of the Bonds at the addresses shown on the Bond Register.

Not later than the prepayment date, sufficient moneys shall be deposited in the Bond Fund to pay the Bonds or portions thereof called for prepayment and accrued interest thereon to the prepayment date. Any portion of any Bond thus called and provided for as hereinabove specified shall not bear interest after the prepayment date.

Section 210. Payment of Prepayment Price and Endorsement of Bonds. Upon the date set for prepayment in said written notice, the Trustee, as paying agent, shall pay the prepayment price in lawful moneys of the United States of America by check to the owners of the Bonds at the addresses of such owner shown in the Bond Register. If a home office payment agreement is in effect, the payments shall be made by the Company to the owner of any Bond to which such agreement relates. By acceptance of a Bond, the owner thereof agrees that upon a partial prepayment thereof it will endorse in the space provided on the schedule attached to such Bond, the amount and date of such partial prepayment and shall immediately forward a written confirmation of such prepayment and endorsement to the Trustee.

Section 211. Pro Rata Prepayment. With respect to any partial prepayment of Bonds, the total principal amount to be prepaid shall be pro-rated among the owners of the respective series of Bonds being prepaid on the basis of the outstanding principal amount of the respective series of Bonds being prepaid held by each owner as related to the outstanding principal amount of all respective series of Bonds being prepaid.

ARTICLE III.

THE BONDS

Section 301. Issuance of the Bonds. The Series 2025 Bonds (i) shall be designated "Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025," (ii) shall be issuable as one or more fully registered Series 2025 Bonds in the denomination of $100,000 or any integral multiple thereof, except for the final Series 2025 Bond, which is authorized to be issued in any denomination necessary to pay the final outstanding costs of the Project, (iii) shall be dated in the manner set forth in Section 202 hereof, (iv) shall bear interest at the rate of 6.0% per annum (computed on the basis of a 360-day year, consisting of twelve 30-day months) from the Interest Payment Date next preceding the date of authentication of such Series 2025 Bond to which interest has been paid or provided for, unless: (1) the date of authentication of such Series 2025 Bond is an Interest Payment Date to which interest has been paid or provided for, then from the date of authentication thereof, or (2) no interest has been paid on such Series 2025 Bond, in which case from the date of authentication and delivery of such Series 2025 Bond or (3) such authentication date shall be after any Record Date and before the next succeeding Interest Payment Date, in which case interest shall be paid from the next succeeding Interest Payment Date (interest due on any Series 2025 Bond on any Interest Payment Date shall be paid to the Registered Owner of such Series 2025 Bond as shown on the registration books kept by the Registrar on the Record Date), first interest payable on the next succeeding January 1 or July 1 (whichever shall come first) and semiannually thereafter on January 1 and July 1 of each year until maturity or earlier date of prepayment, and shall mature on [December 31, 2039], (v) shall be numbered from R-1, consecutively upwards in order of authentication according to the records of the Trustee and (vi) shall be subject to mandatory sinking fund redemption on January 1 in the following years, commencing in the first calendar year following the completion of the Project and in percentages of the amount previously drawn down on the Series 2025 Bonds:

	Percentage Redeemed	Percentage to Remain Outstanding
First Year	50%	50%
Second Year	55	45
Third Year	60	40
Fourth Year	65	35
Fifth Year	70	30
Sixth Year	75	25
Seventh Year	80	20
Eighth Year	85	15
Ninth Year	90	10
Tenth Year	95	5

Notwithstanding anything to the contrary in the Indenture, should additional Series 2025 Bonds be issued in the calendar years following the date of completion of the Project, such redemptions shall be made in such amounts as if such additional Series 2025 Bonds were issued simultaneously with the first Series 2025 Bonds issued, and the Series 2025 Bonds shall be redeemed in an amount sufficient such that only the applicable remaining percentage of Series 2025 Bonds (with each Series 2025 Bond being treated as issued on the date of issuance of the first Series 2025 Bond) set forth above shall remain outstanding.

Section 302. Prepayment Dates and Prices. The Bonds are subject to prepayment prior to maturity by the Issuer at the direction of the Company at any time, in whole or in part (pro rata among the owners of the Bonds as provided in this Indenture), at 100% of the principal amount to be so prepaid plus accrued interest thereon to the prepayment date.

Section 303. Form of Bonds. The fully registered Bonds shall be in substantially the form set forth, to the extent provided in Section 205 hereof, as follows:

(FORM OF BOND)

UNITED STATES OF AMERICA

STATE OF GEORGIA

DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA
TAXABLE REVENUE BOND
(EQUIFAX INC. PROJECT)

SERIES 2025

THIS BOND IS SUBJECT TO TRANSFER RESTRICTIONS AS SET FORTH IN SECTION 207 OF THE INDENTURE REFERRED TO BELOW. THIS SERIES 2025 BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND IT MAY NOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED NOR MAY THE EXTENT OF ITS REGISTRATION BE REDUCED, WITHOUT OPINION OF COUNSEL SATISFACTORY TO THE TRUSTEE, THE ISSUER AND THE LESSEE OF THE PROJECT REFERRED TO IN THIS SERIES 2025 BOND TO THE EFFECT THAT SUCH TRANSFER OR CHANGE IN THE EXTENT OF REGISTRATION WILL NOT VIOLATE APPLICABLE FEDERAL AND OTHER SECURITIES LAWS.

No. R-1 $37,000,000

FOR VALUE RECEIVED, the Development Authority of Alpharetta, Georgia (the "Issuer"), a public body corporate and politic created and existing under the Constitution and the laws of the State of Georgia, hereby promises to pay to Equifax Inc., a Georgia corporation, or registered assigns, solely from the fund hereinafter described and from no other source, on the [31st of December, 2039], the principal sum of

THIRTY-SEVEN MILLION AND 00/100 DOLLARS

and to pay to the registered owner hereof solely from said special fund, interest hereon at the rate of 6.0% per annum (calculated on the basis of a 360-day year consisting of twelve 30-day months), from the dated date hereof or from the last Interest Payment Date to which interest has been paid (interest due on any Series 2025 Bond on any Interest Payment Date shall be paid to the Registered Owner of such Series 2025 Bond as shown on the registration books kept by the Registrar on the Record Date), first interest payable on the next succeeding January 1 or July 1 (whichever shall come first) and semiannually thereafter on January 1 and July 1 of each year until payment of the principal amount of this Series 2025 Bond. The principal of and the interest on this Series 2025

Bond shall be payable in lawful money of the United States of America by check mailed to the registered owner hereof at the orders shown on the Bond Register or to the order of any subsequent registered owner hereof shown on the Bond Register, unless there shall be in effect, as provided in the hereinafter mentioned Indenture, a home office payment agreement satisfactory to the Trustee. Payment of the final installment of interest on and principal of this bond shall be made upon surrender of this Series 2025 Bond to the Trustee. Such payment shall be made to the person in whose name this Series 2025 Bond is registered on the Bond Register with respect to payment of principal, on the date such principal is due and with respect to the payment of interest.

"Record Date" shall mean the close of business on the 15th day (whether or not a Business Day) of the calendar month immediately preceding the applicable Interest Payment Date.

This bond is a fully registered bond comprising one of a duly authorized series in an aggregate principal amount not to exceed $37,000,000 (the "bonds"), of like tenor except as to numbers, issued under and secured by an Indenture of Trust, dated as of [______], 2025, by and between the Issuer and the Trustee (the "Indenture"), and an authorizing resolution of the Issuer, adopted on September 2, 2025, for the purpose of financing the acquisition, construction, development, renovation, improvement and equipping of an existing building to transition current space from a data center to a larger workspace for its expanding corporate technology team, as part of its transition to cloud-based IT operations, located at 1505 Windward Concourse in Alpharetta, Georgia (the "Project") for lease to Equifax Inc., a Georgia corporation (the "Company"), pursuant to a Lease Agreement, dated as of [______], 2025 (the "Lease Agreement"), between the Issuer and the Company.

The Indenture recites that the Series 2025 Bonds may be delivered to, and paid for by, the purchaser, in multiple installments as and when moneys are required to complete the acquisition, construction, development, equipping and installation of the Project.

This Series 2025 Bond and the interest hereon shall not be deemed to constitute a debt or a general obligation or a pledge of the faith and credit of the Issuer, the State of Georgia, the City of Alpharetta, Georgia or of Fulton County, Georgia or any political subdivision therein, and does not directly, indirectly or contingently obligate said State, City or County to levy or to pledge any form of taxation whatever for the payment of such principal and interest. The Issuer has no taxing power. This Series 2025 Bond is a limited obligation and payable solely from the rental payments and other payments received under the Lease Agreement (hereinafter described) together with all other rents, revenues and receipts arising out of or in connection with the Issuer's ownership of the Project (except for certain Unassigned Rights) and the Issuer is obligated to pay the principal of and the interest on this Series 2025 Bond only from the fund entitled "Development Authority of Alpharetta, Georgia Revenue Bonds - Bond Fund, Equifax Inc. Project, Series 2025" (the "Bond Fund"), created in the Indenture. No recourse shall be had for the payment of the principal of and the interest on this Series 2025 Bond against any officer, director, employee, agent or member of the Issuer.

This Series 2025 Bond is issued under and the Indenture was authorized, executed and delivered by the Issuer under and pursuant to the laws of the State of Georgia, including particularly the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62), as amended, and the aforesaid resolution of the Issuer. Pursuant to the terms of the Lease Agreement, the Company must pay to the Issuer rental payments which are pledged to, and will be fully sufficient to provide for, the payment of the principal of and the interest on the Series 2025 Bonds as the same become due.

Pursuant to the Indenture, the Issuer may from time to time after the issuance of all of the Series 2025 Bonds which are to be issued have been issued, sell and issue additional parity bonds for the purposes and subject to the terms and conditions contained in the Indenture. Such additional parity bonds will rank on a parity with and be equally secured with the Series 2025 Bonds. Reference is hereby made to Article IV of the Indenture for a more complete description of the terms under which such additional parity bonds may be issued by the Issuer. As additional security for the payment of the Bonds, the Company will enter into a Guaranty Agreement with the Trustee, dated as of [______], 2025, under the terms of which the Company will unconditionally guarantee to the Trustee, for the benefit of the owners of the Bonds, the payment of the rental payments owed by the Company under the Lease Agreement as the same become due.

The Series 2025 Bonds shall be subject to mandatory sinking fund redemption on January 1 in the following years, starting the date of completion of the Project (as defined in the Indenture), and in percentages of the amount previously drawn down on the Series 2025 Bonds:

	Percentage Redeemed	Percentage to Remain Outstanding
First Year	50%	50%
Second Year	55	45
Third Year	60	40
Fourth Year	65	35
Fifth Year	70	30
Sixth Year	75	25
Seventh Year	80	20
Eighth Year	85	15
Ninth Year	90	10
Tenth Year	95	5

Notwithstanding anything to the contrary in the Indenture, should additional Series 2025 Bonds be issued in the calendar years following the date of completion of the Project, such redemptions shall be made in such amounts as if such additional Series 2025 Bonds were issued simultaneously with the first Series 2025 Bonds issued, and the Series 2025 Bonds shall be redeemed in an amount sufficient such that only the applicable remaining percentage of Series 2025 Bonds (with each Series 2025 Bond being treated as issued on the date of issuance of the first Series 2025 Bond) set forth above shall remain outstanding.

The Series 2025 Bonds are subject to prepayment prior to maturity by the Issuer at any time, in whole or in part, pro rata among the owners of the Series 2025 Bonds as provided in the Indenture, at 100% of the principal amount to be so prepaid plus accrued interest thereon to the prepayment date.

When this Series 2025 Bond (or any portion hereof) is called for prepayment as aforesaid, notice thereof shall be given by mailing a copy of the prepayment notice by first class mail at least thirty (30) days prior to the prepayment date to the registered owner of this Series 2025 Bond at the addresses shown on the registration books.

Less than the entire principal amount of this Series 2025 Bond may be prepaid and in such case, upon the surrender of such Series 2025 Bond (a) appropriate endorsement shall be made thereon by the Trustee to reflect such partial prepayment, or (b) there shall be issued to the registered owner hereof, without charge therefor, for the unredeemed balance of the principal amount of this Series 2025 Bond, fully registered Series 2025 Bonds in any of the authorized denominations, as more fully set forth in the Indenture.

By acceptance of this Series 2025 Bond, the owner hereof agrees that in the event it elects not to surrender this Series 2025 Bond to the Trustee as described in the foregoing paragraph, upon a partial prepayment of this Series 2025 Bond it will endorse in the space provided on the schedule attached hereto, the amount and date of such partial prepayment and shall immediately forward a written confirmation of such prepayment and endorsement to the Trustee.

This Series 2025 Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Trustee, but only in the manner, subject to the conditions and limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 2025 Bond. Upon such transfer, a new fully registered Series 2025 Bond or fully registered Series 2025 Bonds in the same aggregate principal amount and of any authorized denomination or denominations shall be issued to the transferee or transferees in exchange therefor.

The owner of this Series 2025 Bond shall have the right to enforce the payment of the principal hereof and the interest hereon at or after the maturity hereof, and the owner of this Series 2025 Bond shall have the right to enforce the provisions of the Indenture and to institute action to enforce the covenants therein, and to take any action with respect to any Event of Default under the Indenture, and to institute, appear in or defend any suit or other proceedings with respect thereto, as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2025 Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with the interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

This Series 2025 Bond is issued with the intent that the laws of the State of Georgia shall govern its construction.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Georgia to happen, exist and be performed precedent to and in the issuance of this Series 2025 Bond, the execution of the Indenture and the adoption of the aforesaid resolution by the Issuer, have happened, exist and have been performed. The issuance of this Series 2025 Bond and the series of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

This Series 2025 Bond shall not be entitled to any benefit under the Indenture nor shall it become valid or obligatory for any purpose until it shall have been authenticated by execution by the Trustee of the certificate hereon endorsed.

IN WITNESS WHEREOF, the Development Authority of Alpharetta, Georgia has caused this Series 2025 Bond to be executed in its name by the signature of its Chair or Vice Chair, and its corporate seal to be hereunto affixed and attested by the signature of its Secretary-Treasurer, all as of the [__] day of [______], 2025.

DEVELOPMENT AUTHORITY OF
ALPHARETTA, GEORGIA

(SEAL)

By:______________________________________
Chair

ATTEST

____
Secretary-Treasurer

* * * * *

TRUSTEE'S AUTHENTICATION CERTIFICATE

Date of authentication: [______], 2025

The above Series 2025 Bond is one of the fully registered Series 2025 Bonds described in the above mentioned Indenture of Trust, and is hereby authenticated on its dated date as specified above.

[______], as Trustee

By: ____
Name/Title

* * * * *

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF FULTON

The undersigned Clerk of the Superior Court of Fulton County, Georgia, HEREBY CERTIFIES that the within Series 2025 Bond in the case of State of Georgia, Plaintiff, v. Development Authority of Alpharetta, Georgia and Equifax Inc., Defendants, Civil Action File No. [______], was confirmed and validated by judgment of the Superior Court of Fulton County, Georgia, rendered on the [__] day of [______], 2025, that no intervention or objection was filed thereto and that no appeal has been taken therefrom.

WITNESS the manual or a duly authorized reproduced facsimile of my signature and the reproduced facsimile seal of said court.

(SEAL)

____
Clerk, Superior Court,
Fulton County, Georgia

* * * * *

PAYMENTS ON ACCOUNT OF PRINCIPAL

Partial prepayments of the principal of this Series 2025 Bond have been made, as follows:

DATE	AMOUNT PREPAID	BALANCE OF PRINCIPAL AMOUNT UNPAID	AUTHORIZED SIGNATURE OF OWNER OF THIS BOND

* * * * *

(Form of Assignment and Transfer)

FOR VALUE RECEIVED, _______________ the undersigned, hereby sells, assigns and transfers unto ________________________ (Tax Identification or Social Security No. _______________) the within Series 2025 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ______________________ attorney to transfer the within Series 2025 Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_______________

____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2025 Bond in every particular, without alteration or enlargement or any change whatever.

Section 304. Authentication and Delivery of Bonds. Immediately following the execution and delivery of this Indenture, the Issuer will deliver a Series 2025 Bond numbered R-1 executed by the Issuer to the Trustee, together with an order signed by the Chair or Vice Chair of the Issuer calling for the authentication and delivery of said Bond, and the Trustee in accordance with such order, shall authenticate and deliver said Bond as in this Indenture provided and not otherwise.

Prior to the authentication and delivery by the Trustee of the aforesaid Bond which it will be initially ordered to authenticate and deliver hereunder, there shall be filed with the Trustee:

1. A copy, duly certified by the Secretary-Treasurer of the Issuer, of the resolution by the Issuer authorizing the issuance of the Bonds and the execution, delivery and performance of this Indenture, the Lease Agreement and the Bond Purchase Agreement.

2. An original executed counterpart of this Indenture, the Lease Agreement, the Bond Purchase Agreement and the Guaranty.

3. Copies of Financing Statements filed to perfect the security interests created herein.

4. An investment letter of the bond purchaser in form satisfactory to the Issuer.

5. An opinion of a firm of nationally recognized bond attorneys satisfactory to the Trustee to the effect that (i) the issuance of such Bonds has been duly authorized and the terms thereof comply with the requirements of this Indenture and the Constitution and laws of the State of Georgia; (ii) upon the issuance of the Bonds they shall be valid and binding obligations of the Issuer entitled to the benefits of and secured by this Indenture; and (iii) such other matters as may be reasonably required by the Issuer and the Trustee; and

6. An order to the Trustee on behalf of the Issuer and signed by its Chair or Vice Chair to authenticate and deliver a fully registered bond of a specified denomination to the purchaser named in the Bond Purchase Agreement upon payment to the Trustee, but for the account of the Issuer, of a specified sum of money. The proceeds from the sale of any such Bond shall be deposited in the Project Fund as hereinafter provided in Article VII.

Prior to the authentication and delivery by the Trustee of any Bond subsequent to the authentication and delivery of the Series 2025 Bond which it shall have been initially ordered to authenticate and deliver hereunder as hereinabove provided, there shall be filed with the Trustee a designation in substantially the form of that which is attached to the Bond Purchase Agreement as Exhibit "A" thereto. Unless the Trustee shall be notified in writing to the contrary by the Chair, Vice Chair, Secretary-Treasurer of the Issuer not less than ten (10) business days prior to the Closing Date specified in said designation, the Trustee may conclusively presume that said designation constitutes, and said designation will constitute, an order of the Issuer to authenticate and deliver to the purchaser named in the Bond Purchase Agreement a fully registered Bond of the designated denomination in accordance with the terms of such designation upon the payment to the Trustee, but for the account of the Issuer, of the purchase price of said Bond as specified in the Bond Purchase Agreement. Other than as may be provided in the Lease Agreement with respect to book-entry purchases of Bonds, the proceeds from the sale of any such Bond shall likewise be deposited in the Project Fund as hereinafter provided in Article VII. Immediately following the authentication and delivery of any such Bond by the Trustee pursuant to a designation described above, the Trustee shall notify the Issuer in writing of the accomplishment of said authentication and delivery.

ARTICLE IV.

ADDITIONAL BONDS

Section 401. Additional Bonds. By an indenture or indentures supplemental hereto and in accordance with the provisions of this Indenture, the Issuer may from time to time provide for the issuance hereunder of Additional Bonds for the purpose of financing the cost of (i) completing the acquisition, construction, development, equipping and installation of the Project, (ii) providing for the enlargement, improvement, expansion or replacement of the Project, (iii) refunding all of the Bonds of any one or more series then outstanding; or (iv) any combination of the foregoing.

Such Additional Bonds shall be in fully registered form and have such identifying designation, shall be dated such date, shall mature at such time or times, shall bear interest at such rate or rates, shall be subject to prepayment prior to maturity at such times and prices and shall contain such other provisions not inconsistent with this Indenture as the resolution of the Issuer and the supplemental indenture providing for the issuance thereof shall fix and determine.

(a) Additional Bonds for Completion, Expansion, Etc. The Issuer may execute and deliver to the Trustee, and the Trustee shall authenticate and deliver Additional Bonds for the purposes specified in (i) or (ii) above upon receipt by the Trustee of the following:

(1) A written statement of the Company (i) approving the terms, conditions, manner of issuance, purchase price, delivery and contemplated disposition of the proceeds of the sale of such Additional Bonds, and (ii) certifying that no Event of Default has occurred and is continuing under the Lease Agreement or, to the best of his knowledge, this Indenture;

(2) A copy, duly certified by the Secretary-Treasurer of the Issuer, of the resolution adopted and approved by the Issuer authorizing the issuance of such Additional Bonds and the execution and delivery of the supplemental indenture providing for the terms and conditions under which such Additional Bonds shall be issued, together with an executed counterpart of such supplemental indenture;

(3) An executed counterpart of an amendment of the Lease Agreement expressly providing for an adjustment in the rentals of the Company to provide payments sufficient to pay the principal of and interest on such Additional Bonds and further expressly providing that, for all purposes of this Indenture and the Lease Agreement, the Project shall include the facilities being financed by the Additional Bonds (except in the case of Refunding Bonds hereinafter referred to), and providing for the use of the proceeds of the sale of such Additional Bonds;

(4) Copies of Financing Statements filed to protect the security interests created in the supplemental indenture with respect to the Additional Bonds;

(5) The written opinion of Counsel satisfactory to the Trustee expressing the opinion (a) that this Indenture, as supplemented, creates a valid first lien on and pledge of the revenues thereby conveyed and pledged, and all filings and/or recordings of any document required in order to perfect and preserve such first lien and pledge have been duly accomplished, and (b) that the amendment to the Lease Agreement has been properly recorded in the proper place or places where such recordation is required for the giving of notice thereof, such recordation is complete and no other filing, recording, publishing or re-recording is required.

(6) An opinion of a firm of nationally recognized bond attorneys satisfactory to the Trustee to the effect that (i) the issuance of such Additional Bonds has been duly authorized and the terms thereof comply with the requirements of this Indenture and the Constitution and laws of the State of Georgia; (ii) all conditions precedent provided for in this Indenture relating to the authentication and delivery of such Additional Bonds have been satisfied; (iii) upon the issuance of such Additional Bonds, they shall be valid and binding obligations of the Issuer entitled to the benefits of and secured by this Indenture; and (iv) such other matters as may be reasonably required by the Issuer and the Trustee; and

(7) A written request and authorization to the Trustee on behalf of the Issuer and signed by the Chair or Vice Chair and Secretary-Treasurer of the Issuer to authenticate and deliver such Additional Bonds to the purchaser or purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of the sum specified in such request and authorization plus accrued interest on such Additional Bonds to the date of delivery thereof.

The proceeds of such Additional Bonds shall be deposited with the Trustee and held and disbursed by the Trustee as provided in the supplemental indenture providing for the issuance of such Additional Bonds.

(b) <u>Additional Bonds for Refunding</u>. The Issuer may execute and deliver to the Trustee, and the Trustee shall authenticate and deliver Additional Bonds for the purpose of refunding any previously issued Bonds upon receipt by the Trustee of the following:

(1) The items specified in subsections (1)-(7) of Section 401(a) hereof;

(2) A copy, duly certified by the Secretary-Treasurer of the Issuer, of the resolution adopted and approved by the Issuer describing the Bonds to be refunded and authorizing all necessary action in connection with the refunding thereof pursuant to the provisions of this Indenture;

(3) A written statement of the Chair of the Issuer indicating the estimate by the Issuer of the expenses incurred or to be incurred by it or on its behalf in connection with the payment and refunding of the Bonds to be refunded and the issuance of such Additional Bonds;

(4) In the event that any of the Bonds being refunded are to be prepaid on any date prior to their maturity, irrevocable instructions to prepay such Bonds on such date and evidence satisfactory to the Trustee that notice of prepayment of the Bonds to be prepaid has been published or given as provided in the Indenture, or irrevocable power authorizing the Trustee to give such notice;

(5) Irrevocably in trust for the purpose of paying or prepaying the Bonds to be refunded, either moneys or Government Obligations or a combination thereof in an amount sufficient to discharge the lien of this Indenture with respect to the series of Bonds to be refunded;

(6) Moneys equal to the sum of (i) the amount estimated by the Trustee as necessary for the payment of expenses incurred or to be incurred by it or by or on behalf of the Issuer in connection with the payment or prepayment of the Bonds to be refunded and the issuance of such Additional Bonds plus (ii) the accrued interest, if any, on the Additional Bonds to the date of delivery thereof; and

(7) A written request and authorization to the Trustee on behalf of the Issuer and signed by the Chair or Vice Chair and Secretary-Treasurer of the Issuer to authenticate and deliver such Additional Bonds to the purchaser or purchasers therein identified upon payment or delivery to the Trustee for the account of the Issuer of the moneys or Government Obligations or combination thereof required by subsections (4) and (5) next above, as the consideration for the sale of such Additional Bonds.

The amounts estimated by the Issuer and the Trustee for payment of their respective expenses incurred or to be incurred in connection with the payment or prepayment of the Bonds to be refunded and the issuance of such Additional Bonds shall be either (A) paid directly by the Company or (B) set aside by the Trustee from the proceeds of such Additional Bonds and applied by the Trustee in payment of such expenses. Any amount of the moneys (if any) set aside for the payment of such expenses remaining after all such expenses have been paid or provided for shall be transferred by the Trustee to the Bond Fund. The balance of the proceeds of the sale of such Additional Bonds remaining after the deposit of the amount set aside for the payment of the expenses incurred or to be incurred in connection with the payment or prepayment of the Bonds to be refunded and the issuance of such Additional Bonds shall be held by the Trustee in trust for the sole and exclusive purpose of paying the principal of and interest on, the Bonds to be refunded.

Section 402. Parity of Bonds. Each of such Additional Bonds of whatever series shall rank equally and on a parity with the Bonds and shall be equally and ratably secured hereunder with the Bonds and all other series of Additional Bonds, if any, without preference, priority or distinction of any of the aforesaid Bonds, or any coupons appertaining thereto, over any other thereof. The Issuer shall not incur any indebtedness or issue any bonds or other obligations of any kind (other than the Bonds and any Additional Bonds) secured by a pledge of the rental payments received under the Lease Agreement.

ARTICLE V.

GENERAL COVENANTS

Section 501. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of and interest on the Bonds at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning hereof and thereof. The principal and interest are payable solely from rental payments and other payments received from the Company under the Lease Agreement together with all other rents, revenues and receipts (except for certain Unassigned Rights) arising out of or in connection with the Issuer's ownership of the Project. The Bonds and the interest thereon shall not be deemed to constitute a debt or a general obligation of the State of Georgia, Fulton County or the City of Alpharetta, Georgia or any political subdivision or municipality thereof, and the Bonds do not directly, indirectly or contingently obligate said State, County or City or any political subdivision or municipality thereof to levy or to pledge any form of taxation whatsoever for the payment of the principal of or interest on the Bonds. The Issuer has no taxing power. The principal of and interest on the Bonds are payable solely from either (i) the Bond Fund and specifically from the Special Account established therein pursuant to Section 602 hereof; or (ii) the Company pursuant to a Home Office Payment Agreement as permitted by Section 208 hereof.

Section 502. Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, agreements, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond, and in all proceedings of the Issuer pertaining thereto. The Issuer covenants that it is duly authorized under the laws of the State of Georgia to issue the Bonds and to execute, deliver and perform the Indenture and to pledge the Lease Agreement and the rental payments and other payments received from the Company under the Lease Agreement together with all other rents, revenues and receipts (except for certain Unassigned Rights) arising out of or in connection with its ownership of the Project in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution, delivery and performance of this Indenture has been duly and effectively taken, and that the Bonds are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

Section 503. Ownership; Instruments of Further Assurance. The Issuer covenants that it will lawfully own and will be lawfully possessed of the Leased Land and that it has good and marketable fee simple title therein and thereto (subject, however, to Permitted Encumbrances) and that it holds and owns the Building and the Leased Equipment and that it will defend at the cost of the Company, its title in and to the Leased Land and every part thereof to the Trustee, and its respective successors and assigns, for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever, subject to the Permitted Encumbrances described in the Lease Agreement. The foregoing covenants are subject to the limitations described in Section 3.4 of the Lease Agreement. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better giving, granting, pledging, assigning, conveying, transferring, assuring and confirming unto the Trustee all and singular the rents, revenues and receipts pledged hereby to the payment of the principal of and interest on the Bonds. The Issuer covenants that, except for the Limited Warranty Deed and Bill of Sale, and except as herein and in the Lease Agreement provided, it will not sell, convey, encumber or otherwise dispose of any part of the Project, except for (i) the granting of easements, licenses, rights of way and other rights and privileges in the nature of easements with respect to the Project and other matters permitted by Section 8.5 of the Lease Agreement at the request of the Company; and (ii) except that the Project may be conveyed by deed to secure debt to any Lender that has made a loan to the Company in order to provide financing or refinancing for the Project, provided that the holders of all Bonds consent thereto..

Section 504. Payment of Taxes, Charges, etc. Pursuant to the provisions of Section 6.3 of the Lease Agreement, the Company has agreed to pay all lawful taxes, assessments and charges at any time levied or assessed upon or against the Project, or any part thereof, which might impair or prejudice the lien of this Indenture; provided, however, that nothing contained in this Section 504 shall require the payment of any such taxes, assessments or charges if the same are not required to be paid under the provisions of Section 6.3 of the Lease Agreement.

Section 505. Maintenance and Repair. Pursuant to the provisions of Section 6.1 of the Lease Agreement, the Company has agreed at its own expense to keep the Building and the Leased Equipment and all other improvements and property forming a part of the Project in as reasonably safe condition as the operation thereof will permit, subject to its discretion, under the circumstances set forth in the Lease Agreement.

Section 506. Recordation of the Lease Agreement, Financing Statements and Continuation Statements. The Company covenants in Section 13.8 of the Lease Agreement that it will cause the Lease Agreement (or a short form thereof) and all Financing Statements and all supplements thereto and hereto to be recorded and filed in such manner and in such places as may be required by law in order to fully protect and preserve the interest of the owners of the Bonds in the rights, privileges and options of the Trustee hereunder. The Trustee has covenanted in Section 8.8 of the Lease Agreement to cause continuation statements with respect to said Financing Statements to be kept recorded and filed in such manner and in such places as may be required by law in order to fully protect and preserve the interest of the owners of the Bonds as aforesaid.

Section 507. Inspection of Project Books. The Issuer covenants that all books and documents in its possession relating to the rents, revenues and receipts derived from the leasing, letting and occupancy Project shall at all times during normal business hours be open to inspection by such accountants or other agents as the Trustee may, from time to time, designate. The Company shall be given at least 48 hours prior written notice of any such inspection and the opportunity to have a representative present during such inspection.

Section 508. Priority of Pledge. The pledge hereby made of the Lease Agreement and the rental payments and other payments received from the Company under the Lease Agreement together with all other rents, revenues and receipts (except for the certain Unassigned Rights) arising out of or in connection with the Issuer's ownership of the Project constitutes a first and prior pledge thereof and shall not be impaired directly or indirectly by the Issuer or the Trustee and the payments, rents, revenues and receipts from the Project and the Issuer's interest in the

Lease Agreement shall not otherwise be pledged and no persons shall have any rights with respect thereto except as provided herein and in the Lease Agreement.

Notwithstanding anything else contained herein, in connection with the Project Loan Documents or any Mortgage or Leasehold Mortgage, the Trustee agrees that at the written request of the Lessee and with the consent of the holders of at least a majority in principal amount of the outstanding Bonds, it shall execute and deliver such subordination agreements, recognition agreements, consents or other documents or instruments which may be in recordable form having the effect of subordinating all or any part of its interest in the Trust Estate and the Project to the interests of a Mortgagee or Leasehold Mortgagee.

Section 509. Rights Under Lease Agreement. The Lease Agreement sets forth the respective obligations of the Issuer and the Company relating to the leasing of the Project, including a provision that subsequent to the initial issuance of the Bonds and prior to Payment in Full thereof, the Lease Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee (other than as provided therein). Reference is hereby made to the Lease Agreement for a detailed statement of the obligations of the Company thereunder, and the Issuer agrees that the Trustee in its own name or in the name of the Issuer may enforce all rights of the Issuer (except for the Unassigned Rights) and all obligations of the Company under and pursuant to the Lease Agreement for and on behalf of the owners of the Bonds, whether or not the Issuer is in default hereunder.

ARTICLE VI.

REVENUES AND FUNDS

Section 601. Source of Payment of Bonds. The obligation of the Issuer to pay the principal of and interest on the Bonds is not a general obligation of the Issuer but is a limited obligation payable solely from the rental payments and other payments received from the Company under the Lease Agreement together with all other rents, revenues and receipts (except for certain Unassigned Rights) arising out of or in connection with the Issuer's ownership of the Project and as authorized and provided herein.

The Project has been leased under the Lease Agreement and the rental payments provided for in Section 5.3 of the Lease Agreement are to be remitted directly to the Trustee for the account of the Issuer (except for any moneys paid directly to the owner of a fully registered Bond pursuant to the provisions of a Home Office Payment Agreement permitted pursuant to Section 208 hereof) and are to be deposited in the Bond Fund. Said rental payments are sufficient in amount and become due in a timely manner so as to ensure the prompt payment of the principal of and interest on the Bonds.

Section 602. Creation of the Bond Fund. There is hereby created by the Issuer and ordered established with the Trustee, except as may be provided for in a Home Office Payment Agreement, a trust fund to be designated "Development Authority of Alpharetta, Georgia Taxable Revenue Bonds - Bond Fund, Equifax Inc. Project, Series 2025," which shall be used to pay the principal of and interest on the Bonds. There shall be established as trust accounts within the Bond Fund a General Account and a Special Account. The Special Account may be established by the Trustee for bookkeeping purposes only and moneys designated as being held in the Special Account may be held in any segregated account designated by the Trustee for such purpose. Any reference in this Indenture to "Bond Fund" without further qualification or explanation shall constitute a reference to said General Account.

Section 603. Payments into the Bond Fund. There shall be paid into the Bond Fund all accrued interest, if any, derived from the sale of the Bonds. In addition, there shall be paid into the Bond Fund, as and when received, (a) all rental payments specified in Section 5.3 of the Lease Agreement (except for any moneys paid directly to the owner of a fully registered Bond pursuant to the provisions of a Home Office Payment Agreement permitted pursuant to Section 208 hereof), (b) all moneys required to be so deposited from the Project Fund, as provided in the Lease Agreement, and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease Agreement or this Indenture which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund.

The Issuer covenants that so long as any of the Bonds are outstanding, and unless otherwise provided in a Home Office Payment Agreement, it will pay, or cause to be paid, into the Bond Fund from the sources of payment described in Section 601 hereof sufficient moneys to promptly pay the principal of and interest on the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to operate the Project or to use any funds from any source to pay the principal of and interest on the Bonds or to pay the costs of maintaining and insuring the Project other than rents, revenues and receipts arising out of or in connection with its ownership of the Project.

Section 604. Use of Moneys in the Bond Fund.

(a) Except as provided in Section 609 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of and interest on the Bonds. No part of the rental payments under the Lease Agreement required to be paid into the Bond Fund (excluding prepayments under Section 9.5 of the Lease Agreement) shall be used to prepay, prior to maturity, a portion of any Bond; provided, that whenever the moneys held in the Bond Fund (in the General Account and in the Special Account) from any source whatsoever are sufficient to prepay all of the Bonds and to pay interest to accrue thereon prior to such prepayment, the Issuer agrees to take and cause to be taken the necessary steps to prepay all of the Bonds from the sources herein provided on the next succeeding prepayment date for which the required prepayment notice can be given; and, provided further, that any moneys in the Bond Fund other than rental payments may be used to prepay a portion of the Bonds so long as the Company is not in default with respect to any rental payments under the Lease Agreement.

(b) At the maturity date or prepayment date prior to maturity of each Bond, the Trustee shall transfer from the General Account in the Bond Fund to the Special Account in the Bond Fund sufficient moneys to pay all principal of and interest (if any) then due and payable with respect to each such Bond. Moneys so transferred into said Special Account shall not thereafter be invested in any manner but shall be held by the Trustee without liability on the part of the Trustee or the Issuer for interest thereon until actually paid out for the purposes intended.

The Issuer hereby authorizes and directs the Trustee to withdraw, from time to time, sufficient moneys from the Special Account in the Bond Fund to pay the principal of and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 605. Custody of the Bond Fund. The Bond Fund shall be held by the Trustee as a trust fund for the benefit of the owners of the Bonds. The General Account and the Special Account established in the Bond Fund shall also constitute trust accounts.

Section 606. Non-presentment of Bonds at Maturity. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or at the prepayment date, provided moneys sufficient to pay such Bond shall have been made available to the Trustee and are held in the Special Account in the Bond Fund for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys in said Special Account, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to moneys held in said

Special Account, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

Section 607. Trustee's Fees, Charges and Expenses. Pursuant to the terms of the Lease Agreement the Company has agreed to pay directly to the Trustee, until the principal of and interest on the Bonds shall have been paid in full: (i) an amount equal to the annual fee of the Trustee for its Ordinary Services rendered as Trustee, paying agent and Bond Registrar and its Ordinary Expenses incurred under this Indenture, (ii) the reasonable fees of Trustee's Counsel, as and when the same become due, and (iii) the reasonable fees and charges of the Trustee for Extraordinary Expenses incurred by it under this Indenture, as and when the same become due. It is further understood and agreed that the initial or acceptance fees of the Trustee and the fees, charges and expenses of the Trustee referred to in the preceding sentence which become due prior to the time the Company becomes obligated to pay the same, may, at the Company's option, be paid to the Trustee from the Project Fund, as and when the same shall become due. As specified in Section 5.3 of the Lease Agreement, the Company shall not be deemed to be in default under the Lease Agreement so long as it is contesting in good faith the necessity for any such Extraordinary Services and Extraordinary Expenses and the reasonableness of any such Extraordinary Services and Extraordinary Expenses.

To secure the Lessee's compensation, reimbursement and indemnity payment obligations, the Trustee shall have a lien prior to the Bonds on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Bonds. Without prejudice to its rights hereunder, when the Trustee incurs expenses or renders services after an event of default occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any applicable bankruptcy law.

Section 608. Moneys to be Held in Trust. All moneys paid over to the Trustee for the account of the Bond Fund under any provision of this Indenture shall be held in trust by the Trustee for the benefit of the owners of the Bonds entitled to be paid therefrom. This Section 608 is subject to the provisions of Section 6.09.

Section 609. Repayment to the Company from the Bond Fund.

(a) Any moneys remaining in the General Account in the Bond Fund after payment in full of all Bonds (taking into consideration that sufficient moneys or obligations such as are described in Section 1002 hereof have been transferred to and/or deposited in the Special Account in the Bond Fund to pay all principal of and interest then due and payable with respect to each Bond not yet presented for payment and to pay all principal and interest relating to each Bond which is not yet due and payable but with respect to which the lien of this Indenture has been defeased upon compliance with Article X hereof), the fees, charges and expenses of the Trustee and the Issuer, including reasonable counsel fees actually incurred and reasonable expenses, any paying agents and the Bond Registrar which have accrued and which will accrue and all other items required to be paid hereunder (other than items payable from the special account in the Bond Fund) shall be paid to the Company upon the expiration or sooner termination of the term of the Lease Agreement.

(b) Any moneys held by the Trustee in the Special Account in the Bond Fund in trust for the payment of the principal of or interest on any Bond remaining unclaimed for two years after such principal or interest has become due and payable shall be paid to the Company, and the owner of such Bond shall thereafter, as an unsecured general creditor, look only to the Company for the payment thereof and all liability of the Issuer and the Trustee with respect to such trust money shall thereupon cease.

ARTICLE VII.

CUSTODY AND APPLICATION OF PROCEEDS OF BONDS

Section 701. Project Fund; Disbursements. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "Development Authority of Alpharetta, Georgia Taxable Revenue Bonds - Project Fund, Equifax Inc., Series 2025" for the purpose of paying directly or indirectly, Costs of the Project. Other than as set forth in Section 4.2 and 4.3 of the Lease Agreement, the proceeds derived from the sale of the Bonds and moneys received from the Company pursuant to Section 4.2 of the Lease Agreement shall be paid into the Project Fund. Moneys in the Project Fund shall be disbursed in accordance with the provisions of the Lease Agreement, and particularly Section 4.3 thereof.

The Issuer agrees to promptly take all necessary and appropriate action in approving and ordering all such disbursements. The Trustee is hereby authorized and directed to effectuate wire transfers for each disbursement required by the aforesaid provisions of the Lease Agreement and the Trustee shall be relieved of all liability with respect to making disbursements in accordance with the provisions of Section 4.3 of the Lease Agreement.

The Trustee shall maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall file a quarterly statement with respect thereto with the Company and, upon the Issuer's written request, with the Issuer.

Section 702. Completion of the Project. The completion of the acquisition, construction, development, equipping and installation of the Project and the payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate of the Company executed on behalf of the Company by an Authorized Company Representative required by Section 4.5 of the Lease Agreement, which certificate shall state that all costs and expenses in connection with the Project and payable out of the Project Fund have been paid except for costs and expenses not then due and payable with respect to which funds are being retained in the Project Fund with the approval of the Company for the payment of the same. As soon as practicable, and in any event not later than sixty (60) days from the date of the certificate referred to in the preceding sentence, any moneys remaining in the Project Fund (other than moneys retained to pay costs and expenses not then due and payable) shall, without further authorization (but subject to the fulfillment of the conditions specified in Section 4.3(j) of the Lease Agreement relating to the transfer of moneys from the Project Fund to the Bond Fund), be deposited by the Trustee into the Bond Fund with written advice to the Issuer and the Company of such action unless the Company shall have arranged for the purchase of Bonds in the open market and shall have directed the Trustee to settle the purchase of such Bonds for the purpose of cancellation in accordance with Section 4.3(j) of the Lease Agreement.

ARTICLE VIII.

INVESTMENTS

Section 801. Project Fund Investments. Moneys held in the Project Fund or in any other trust fund or account held by the Trustee hereunder (except the Bond Fund or an account in the Bond Fund) shall be invested and reinvested by the Trustee at the written direction of the Company in accordance with the treatment prescribed for Project Fund moneys in Section 4.8 of the Lease Agreement. Such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Project Fund or other pertinent trust fund and the interest accruing thereon and any profit resulting therefrom shall be credited to the Project Fund or other pertinent trust fund and any loss resulting therefrom shall be charged to the Project Fund or other pertinent trust fund. The Trustee is directed to sell and convert to cash a sufficient amount of such investments whenever the cash held in the Project Fund is insufficient to pay a requisition when presented or to otherwise make a timely disbursement required to be made therefrom.

Section 802. Bond Fund Investments. Moneys held in the Bond Fund (other than moneys held in the special account in the Bond Fund referred to in Section 604(b) hereof) shall be invested and reinvested by the Trustee at the written request and direction of the Company, in accordance with the treatment prescribed for Project Fund moneys in Section 4.8 of the Lease Agreement. Such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Bond Fund and the interest accruing thereon and any profit resulting therefrom shall be credited to the Bond Fund and any loss resulting therefrom shall be charged to the Bond Fund. The Trustee is directed to sell and convert to cash a sufficient amount of such investments in the Bond Fund whenever the cash held in the Bond Fund is insufficient to provide for the payment of the principal of (whether at the maturity date or prepayment date prior to maturity) and interest on the Bonds as the same become due and payable.

Section 803. Confirmations. Although the Issuer recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer agrees that confirmations of permitted investments are not required to be issued by the Trustee for each quarter in which a quarterly statement is rendered and that no statement need be rendered for any fund or account if no activity occurred in such fund or account during such quarter.

ARTICLE IX.

POSSESSION, USE AND PARTIAL RELEASE OF PROJECT

Section 901. Subordination to Rights of the Company. So long as the Company is not in default under the Lease Agreement, this Indenture and the rights, options and privileges hereunder of the Trustee and the owners of the Bonds are specifically made subject and subordinate to the rights, options, obligations and privileges of the Company set forth in the Lease Agreement. So long as not otherwise provided in this Indenture, the Company shall be suffered and permitted to possess, use and enjoy the Project and its appurtenances so as to carry out its obligations under the Lease Agreement.

Section 902. Release of Certain Land. Reference is made to the provisions of the Lease Agreement, including, without limitation, Section 8.6 thereof, wherein the Issuer and the Company have reserved the right to withdraw certain portions of the Leased Land (as defined in the Lease Agreement) from the Lease Agreement upon compliance with the terms and conditions of the Lease Agreement. The Trustee shall release from this Indenture all rights to and liens on the revenues and receipts derived from such released land upon compliance with the provisions of the Lease Agreement. The Trustee is hereby authorized and directed to execute and record or cause to be executed and to be properly recorded any and all instruments reasonably requested by the Company to effectuate a conveyance of the Leased Land so released and to terminate any security interest, security title or other lien with respect thereto.

Section 903. Release of Leased Equipment. Reference is made to the provisions of the Lease Agreement, including, without limitation, Section 6.2 thereof, wherein the Company has reserved the right to withdraw certain items of Leased Equipment (as defined in the Lease Agreement) from the Lease Agreement upon compliance with the terms and conditions of the Lease Agreement. The Trustee shall at the request of the Issuer or the Company confirm that all rights to and liens on the rents, revenues and receipts derived from such withdrawn items under this Indenture shall be relinquished upon compliance with the provisions of the Lease Agreement. The Trustee is hereby authorized and directed to execute and record or cause to be executed and properly recorded any and all instruments reasonably requested by the Company to effectuate a conveyance of the Leased Equipment so released and to terminate any security interest, security title or other lien with respect thereto.

Section 904. Granting or Release of Easements. Reference is made to the provisions of the Lease Agreement, including, without limitation, Section 8.5 thereof, wherein the Company has reserved the right to grant or release easements, licenses, rights of way and other rights and privileges in the nature of easements with respect to the Project and take other action upon compliance with the terms and conditions of the Lease Agreement. The Trustee shall confirm in writing any action taken by the Company under said Section 8.5 upon compliance with the provisions of the Lease Agreement.

ARTICLE X.

DISCHARGE OF LIEN

Section 1001. Discharge of Lien. If the Issuer shall pay or cause to be paid the principal of and interest on the Bonds at the times and in the manner stipulated therein and herein, and if the Issuer shall keep, perform and observe all and singular the covenants and agreements in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, then the lien of this Indenture, these presents and the Trust Estate shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be required to cancel and discharge this Indenture and reconvey to the Issuer the Trust Estate, and assign and deliver to the Issuer so much of the Trust Estate as may be in its possession or subject to its control, except for moneys and Government Obligations held in the Bond Fund for the purpose of paying Bonds which have not yet been presented for payment and moneys and obligations in the Bond Fund required to be paid to the Company pursuant to Section 609 hereof. At the written direction of the Company and upon Payment in Full of the Bonds, the Issuer shall deliver the Limited Warranty Deed and Bill of Sale to the Company pursuant to Section 11.4 of the Lease Agreement.

Section 1002. Provision for Payment of Bonds. Bonds shall be deemed to have been paid within the meaning of Section 1001 hereof if:

(a) all the Bonds outstanding marked "Paid in Full" by the owners thereof (or by the duly appointed attorney-in-fact of such owners) are returned to the Trustee, or there shall have been irrevocably deposited in the Bond Fund either

(i) sufficient moneys, or

(ii) Government Obligations of such maturities and interest payment dates and bearing such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), be sufficient, together with any moneys referred to in subsection (i) above, for the payment at their respective maturities or prepayment dates prior to maturity, of the principal thereof, together with the interest accrued and to accrue to such maturity or prepayment dates, as the case may be;

(b) there shall have been paid to the Trustee all Trustee's fees and expenses (including its fees and expenses in connection with its duties as paying agent and bond registrar) due or to become due in connection with the payment or prepayment of the Bonds; and

(c) if any Bonds are to be prepaid on any date prior to their maturity, the Issuer shall have given to the Trustee in form satisfactory to the Trustee irrevocable instructions to prepay such Bonds on such date and either evidence satisfactory to the Trustee that all prepayment notices required by this Indenture have been given or irrevocable power authorizing the Trustee to give such prepayment notices.

Section 1003. Discharge of the Indenture. Notwithstanding the fact that the lien of this Indenture upon the Trust Estate may have been discharged and canceled in accordance with Section 1001 hereof, this Indenture and the rights granted and duties imposed hereby, to the extent not inconsistent with the fact that the lien upon the Trust Estate may have been discharged and canceled, shall nevertheless continue and subsist until the principal of and interest on all of the Bonds shall have been fully paid or the Trustee shall have returned to the Company pursuant to this Indenture all funds theretofore held by the Trustee for payment of any Bonds not theretofore presented for payment.

ARTICLE XI.

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 1101. Defaults; Events of Default. If any of the following events occurs, subject to the terms of Section 1112 hereof, it is hereby defined as and declared to be and to constitute an "event of default" under this Indenture:

(a) default in the due and punctual payment of any interest on any Bond; or

(b) default in the due and punctual payment of the principal of any Bond, whether at the maturity thereof or any prepayment date prior to maturity, or upon maturity thereof by declaration; or

(c) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds contained, which continues for a period of 30 days following receipt of notice by the Company; or

(d) the occurrence of an "Event of Default" under the Lease Agreement as provided in Section 10.1 thereof; or

(e) the Company shall have effected a transaction in violation of Section 8.3 of the Lease Agreement.

Section 1102. Acceleration. Subject to the rights of any Lender that has made a loan to the Company in order to provide financing or refinancing for the Project, upon the occurrence of an event of default, and subject to the waiver provisions of Section 1111 hereof, the owners of not less than 25% in principal amount of Bonds outstanding may, by notice in writing to the Issuer and the Company, instruct the Trustee, to declare the principal of all Bonds and the interest accrued thereon to the date of such acceleration immediately due and payable, by notice in writing delivered to the Issuer, and the same shall thereupon become and be immediately due and payable. Upon any declaration of acceleration hereunder, the Trustee shall immediately declare all rental payments due under the Lease Agreement to be immediately due and payable in accordance with Section 10.2 of the Lease Agreement.

Section 1103. Other Remedies. Subject to the rights of any Lender that has made a loan to the Company in order to provide financing or refinancing for the Project, upon the occurrence of an event of default, and subject to the waiver provisions of Section 1111 hereof, the Trustee, subject to the written consent of the owners of a majority in principal amount of Bonds outstanding, shall have the power to proceed with any right or remedy granted by the Constitution and laws of the State of Georgia, as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper, legal or equitable remedy as the Trustee shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law, and the right to the appointment, as a matter of right and without regard to the sufficiency of the security afforded by the Trust Estate, of a receiver for all or any part of the Trust Estate and the rents, revenues and receipts thereof; the rights herein specified are to be cumulative to all other available rights, remedies or powers and shall not exclude any such rights, remedies or powers. Without intending to limit the foregoing rights, remedies and powers by virtue of such specification, the Trustee is authorized to further assign the Issuer's right, title and interest in the Lease Agreement to a successor trustee in the manner set forth in this Indenture.

Section 1104. Rights of Owners of the Bonds. Upon the occurrence of an event of default and if requested so to do by the owners of a majority in principal amount of Bonds outstanding and indemnified as provided in Section 1201(m) hereof, the Trustee shall be obliged to exercise such one or more of the rights and remedies conferred by this Article as the owners of the Bonds shall have instructed the Trustee, subject, however to the provisions of Section 1215 hereof.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the owners of the Bonds) is intended to be exclusive of any other right or remedy, but each and every such right and remedy shall be cumulative and shall be in addition to any other right or remedy given to the Trustee or to the owners of the Bonds or now or hereafter existing at law, in equity or by statute.

No delay or omission to exercise any right or remedy accruing upon any event of default shall impair any such right or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right and remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any event of default hereunder, whether by the Trustee or by the owners of the Bonds, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 1105. Right of Owners of the Bonds to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the owners of a majority in principal amount of Bonds outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, such direction shall not be unduly prejudicial to the rights of owners of the Bonds not joining in the giving of such direction (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not any such directions are unduly prejudicial to such owners), and such directing owners have offered to the Trustee indemnity reasonably satisfactory to the Trustee.

Section 1106. Appointment of Receivers. Upon the occurrence of an event of default and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights and remedies of the Trustee and of the owners of the Bonds under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Project and of the rents, revenues and receipts thereof and therefrom, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 1107. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of all amounts owing to the Trustee and the reasonable costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses (including, without limitation, counsel fees), liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

first - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds (other than installments of interest on Bonds with respect to the payment of which moneys and/or Government Obligations are set aside in the special account in the Bond Fund), in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

second - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than principal of Bonds with respect to the payment of which moneys and/or Government Obligations are set aside in the special account in the Bond Fund), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds (other than principal of and interest on Bonds with respect to the payment of which moneys and/or Government Obligations are set aside in the Special Account in the Bond Fund), without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bonds until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if paid in full.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section 1107 and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in Section 609 hereof.

Section 1108. Rights and Remedies Vested in Trustee. Subject to the provisions of Section 1104, all rights and remedies of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal benefit of the owners of the Bonds.

Section 1109. Rights and Remedies of Owners of the Bonds. No owner of any Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture, for the execution of any trust thereof or for the appointment of a receiver or to enforce any other right or remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (h) of Section 1201 hereof, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and the owners of 25% in principal amount of Bonds outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also such owners have offered to the Trustee indemnity as provided in Section 1201(m) hereof, nor unless also the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other right or remedy hereunder; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right or remedy hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the owners of all Bonds. Nothing in this Indenture contained shall, however, affect or impair the right of any owner of the Bonds to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective owners thereof at the time, place, from the source and in the manner expressed in the Bonds.

Section 1110. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right or remedy under this Indenture for the benefit of the owners of the Bonds by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 1111. Waivers of Events of Default. The Trustee (a) may waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal and its consequences, if such event of default has been cured and there is no longer continuing any default hereunder, and (b) shall waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal, upon the written request of the owners of a majority in principal amount of the Bonds outstanding; provided, however, that there shall not be waived (i) any event of default pertaining to the payment of the principal of any Bond at its maturity date or any prepayment date prior to maturity, or (ii) any event of default pertaining to the payment when due of the interest on any Bond, unless prior to such waiver or rescission, all arrears of principal (due otherwise than by declaration) and interest, with interest (to the extent permitted by law) at the rate borne by the Bonds on overdue installments of principal and interest and all arrears of payments of principal when due, as the case may be, and all fees and expenses of the Trustee in connection with such event of default, shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such event of default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the owners of the Bonds shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other event of default, or impair any right consequent thereon.

Section 1112. Notice of Defaults; Opportunity of the Issuer and Company to Cure Defaults. No default specified in Section 1101(c) hereof shall constitute an event of default hereunder until notice of such default by registered or certified mail shall be given by the Trustee to the Issuer and the Company, and the Issuer and Company shall have had thirty (30) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, further, that if a default specified in said Section 1101(c) be such that it can be corrected but not within the period specified herein, it shall not constitute the basis of an event of default hereunder (i) if corrective action capable of remedying such default is instituted by the Issuer within the applicable period and diligently pursued until the default is corrected, and (ii) if the Issuer shall within the applicable period furnish to the Trustee a certificate executed as provided in Section 1201(f) hereof certifying that said default is such that it can be corrected but not within the applicable period and that corrective action capable of remedying such default has been instituted and is being diligently pursued and will be diligently pursued until the default is corrected. The Issuer shall notify the Trustee by certificate executed as above when such default has been corrected. The Trustee shall be entitled to rely upon any such certificate given pursuant to this Section.

With regard to any default concerning which notice is given to the Company or the Issuer under the provisions of this Section 1112, the Issuer hereby grants to the Company full authority to perform any obligation the performance of which by the Issuer is alleged in said notice to be in default, such performance by the Company to be in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

ARTICLE XII.

THE TRUSTEE

Section 1201. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform its duties hereunder, as would an ordinarily prudent trustee, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee. In case an event of default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees, but shall not be liable for the conduct of the same if such attorneys, agents, receivers or employees are selected with reasonable care, and shall be entitled to rely on advice of Counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion of Counsel or Independent Counsel (who may be the attorney or attorneys for the Issuer or the Company), or advice of the Trustee's own counsel selected by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the authentication certificate of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture, or the Lease Agreement, or for insuring the Trust Estate or any part of the Project or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds or of any Financing Statement, or for the value of or title in and to or the perfection of any lien or security interest in the Trust Estate or any part of the Project or otherwise as to the maintenance of the security hereof; except that if the Trustee enters into possession of a part or all of the Trust Estate pursuant to any provision of this Indenture it shall use due diligence in preserving the same, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, agreements or conditions on the part of the Issuer or on the part of the Company under the Lease Agreement, except as hereinafter set forth; but the Trustee may require of the Issuer or the Company full information and advice as to the performance of the covenants, agreements and conditions aforesaid and as to the condition of the Trust Estate. The Trustee shall not be liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 801 and 802 hereof.

(d) The Trustee may become the owner of Bonds and may transact business with the Company with the same rights which it would have if it were not Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or documents believed to be genuine and correct and to have been signed or sent by the proper Person or Persons. Any action taken by the Trustee, pursuant to this Indenture upon the request, authority or consent of any Person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by the Chair or Vice Chair of the Issuer and attested by the Secretary-Treasurer of the Issuer as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Secretary-Treasurer of the Issuer under its seal to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(g) The right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder or under the Lease Agreement except, to the extent hereinafter provided, failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article V hereof and failure by the Company to make the rental payments required to be made under Section 5.3 of the Lease Agreement and except with respect to any default under the Lease Agreement, written notice as to which has been given to the Trustee pursuant to Section 10.7 of the Lease Agreement, unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the owners of at least 25% in principal amount of the Bonds. The Trustee shall not be deemed to have notice of any of the defaults described in the preceding sentence during any period or with respect to any Bond in respect of which a home office payment agreement is in effect, unless specifically notified in writing of such default by the owner of such Bond, the Issuer or the Company. All notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(i) The Trustee shall not be personally liable for any debts contracted or for damages to persons or property, or for salaries or non-fulfillment of contracts during any period in which it may be in the possession of or managing the Project as in this Indenture provided.

(j) At reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives who are acceptable to the Company, and accompanied by an official of the Company, shall have the right to inspect the Project as well as all books, papers and records of the Issuer pertaining to the Project and the Bonds, and to take copies of such memoranda from and in regard thereto only as required from the books, papers and records of the Issuer.

(k) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(l) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, supplemental indentures, consents to amendments, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions of Counsel, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee relevant to and deemed desirable in connection with the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(m) Before taking any action hereunder the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the negligence or willful misconduct of the Trustee by reason of any action so taken. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

(n) All moneys received by the Trustee or any paying agent for the Bonds shall, until used or applied or invested as herein provided, be held in trust for the purpose for which they were received but need not be segregated from other funds except to the extent required herein or by law. Neither the Trustee nor any such paying agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(o) In no event, except as a result of negligence or willful misconduct, shall the Trustee be responsible or liable for any special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit), irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(p) The Trustee shall have no duty to review, verify or analyze any financial statements or other reports delivered to it and shall hold such financial statements solely as a repository for the benefit of the Bondholders; the Trustee shall not be deemed to have notice of any information contained therein or event of default which may be disclosed therein in any manner.

(q) The Trustee shall not be liable with respect to any action it takes or omits to take in accordance with the direction of the Holders of a majority in principal amount of the Outstanding Bonds.

(r) The Trustee shall have the right to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Company shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions and containing specimen signatures of such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(s) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(t) Notwithstanding the effective date of this Indenture or anything to the contrary in this Indenture, the Trustee shall have no liability or responsibility for any act or event relating to this Indenture which occurs prior to the date the Trustee formally executes this Indenture and commences acting as Trustee hereunder.

Section 1202. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its Ordinary Services rendered hereunder and all advances, Counsel fees and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, if it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, and to reimbursement for reasonable and necessary Extraordinary Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by its negligence or willful misconduct, it shall not be entitled to compensation or reimbursement therefor. Upon the occurrence of an event of default with respect to the Bonds, but only upon such occurrence, the Trustee shall have a first lien on the Trust Estate with right of payment prior to payment of the principal of and interest on any Bond for the foregoing advances, fees, costs and expenses incurred. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company will be responsible for payment of all Trustee's fees and expenses described herein. The provisions of this Section 1202 shall survive the resignation or removal of the Trustee, the discharge of the Indenture pursuant to Article X and the termination of this Indenture. The Company shall indemnify the Trustee pursuant to Section 6.9 of Lease Agreement.

Section 1203. Notice to Owners of Bonds If Default Occurs. If a default occurs of which the Trustee is by subsection (h) of Section 1201 hereof required to take notice then the Trustee shall give written notice thereof by first class mail to the registered owners of the Bonds, and, as to defaults described in Section 1101(c) hereof, to the Issuer.

Section 1204. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party which, in the opinion of the Trustee and its Counsel, has a substantial bearing on the interest of the owners of the Bonds, the Trustee may intervene on behalf of the owners of the Bonds and shall do so if requested in writing by the owners of at least 25% in principal amount of the Bonds. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 1205. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger, consolidation, sale or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 1206. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days written notice to the Issuer and the Company and by first class mail to each registered owner of Bonds, and such resignation shall take effect at the end of such thirty (30) day period, or upon the earlier appointment of a successor Trustee by the owners of the Bonds or by the Issuer. Such notice to the Issuer and the Company may be served personally or sent by registered or certified mail.

Section 1207. Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer, and signed by the owners of a majority in principal amount of the Bonds upon payment of any outstanding fees and expenses of the Trustee.

Section 1208. Appointment of Successor Trustee by the Owners of the Bonds; Temporary Trustee. If the Trustee hereunder shall resign, be removed, be dissolved, be in course of dissolution or liquidation, or shall otherwise become incapable of acting hereunder or in case it shall be taken under the control of any public officer, officers or a receiver appointed by a court, a successor may be appointed by the owners of a majority in principal amount of the Bonds, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Issuer by an instrument signed by the Chair of the Issuer and attested by the Secretary-Treasurer of the Issuer under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the owners of the Bonds in the manner above provided; and any such temporary Trustee shall immediately and without further act be superseded by the Trustee so appointed by such owners of the Bonds. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank (having trust powers) in good standing, within or outside the State of Georgia, having an unimpaired capital and surplus of not less than fifty million dollars ($50,000,000), if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 1209. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee in order to more fully and certainly vest in such successor the estates, properties, rights, powers and trusts hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed and/or recorded by the successor Trustee in each recording office where the Indenture and Lease Agreement shall have been filed and/or recorded.

Section 1210. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon any part of the Trust Estate or the Project is not paid as required herein, the Trustee may pay such tax, assessment or charge, without prejudice, however, to any rights of the Trustee or the owners of the Bonds hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate per annum borne by the Bonds, shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over the principal of and interest on the Bonds and shall be paid out of the revenues and receipts from the Trust Estate, if not otherwise caused to be paid; but the Trustee shall not be under obligation to and shall not make any such payment unless it shall have been requested to do so by the owners of a majority in principal amount of the Bonds and shall have been provided with sufficient moneys for the purpose of making such payment.

Section 1211. Trustee Protected in Relying Upon Resolutions, etc. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of moneys hereunder.

Section 1212. Successor Trustee as Custodian of Funds, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or has been removed shall cease to be the owner of the Project Fund and Bond Fund, paying agent for the principal of and interest on the Bonds and Bond Registrar, and the successor Trustee shall become such owner, paying agent and Bond Registrar.

Section 1213. Trust Estate May Be Vested in Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State of Georgia) denying or restricting the right of banking corporations or associations to transact business as a trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of either the Indenture or the Lease Agreement upon the occurrence of an event of default, it may be necessary that there be appointed an additional individual or institution as a separate Trustee or Co-Trustee. The following provisions of this Section 1213 are adapted to these ends.

In the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers and trusts herein granted to the Trustee or to hold title to the Trust Estate or to take any other action which may be necessary or desirable in connection therewith, the Issuer with the consent of the Company may appoint, and at the request of the Trustee shall appoint, a separate Trustee or Co-Trustee and each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate Trustee or Co-Trustee but only to the extent necessary to enable the separate Trustee or Co-Trustee to exercise such rights, powers and trusts, and every covenant and obligation necessary to the exercise thereof by such separate Trustee or Co-Trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate Trustee or Co-Trustee so appointed in order to more fully and certainly vest in and confirm to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate Trustee or Co-Trustee or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate Trustee or Co-Trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate Trustee or Co-Trustee.

Section 1214. Continuation Statements. The Trustee shall from time to time, at the sole expense of the Company, file continuation statements for the purpose of continuing without lapse the effectiveness of (i) those Financing Statements which shall have been filed at or prior to the issuance of the Bonds in connection with the security for the Bonds pursuant to the authority of the Uniform Commercial Code of Georgia, and (ii) any previously filed continuation statements which shall have been filed as herein required. The Trustee shall sign or authorize and deliver to the Issuer or its designee and the Issuer shall sign such continuation statements as may be requested of it from time to time by the Company or the Trustee. Nothing in this Section or this Indenture shall be construed to require the Trustee to determine whether any Financing Statement is effective or requires amendment.

Section 1215. Special Trustee Powers Due to Environmental Conditions. The Trustee shall have the power, prior to exercising any remedy against the Project which requires the Trustee to re-enter and take possession of the Project, to sub-lease the Project, to terminate the Lease Term and use its best efforts to lease the Project to another lessee, or to exercise any remedies under the U.C.C. of the State or any similar remedy, the Trustee may cause an environmental assessment of the Project to be made and to take such action, based upon advice by its counsel, to safeguard the Trustee from liability and to protect the Trust Estate from liability or impairment of value.

Section 1216. This Article Controls. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of the Trustee shall be subject to the provisions of this Article XII.

ARTICLE XIII.

SUPPLEMENTAL INDENTURES

Section 1301. Supplemental Indentures Not Requiring Consent of Owners of the Bonds. The Issuer and the Trustee may without the consent of, or notice to, any of the owners of the Bonds, but only with the prior written consent of the Company (and subject to the rights of any Lender that has made a loan to the Company in order to provide financing or refinancing of the Project), enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provision hereof for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture;

(b) to grant to or confer upon the Trustee for the benefit of the owners of the Bonds any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the owners of the Bonds or the Trustee or either of them;

(c) to subject to the lien and pledge of this Indenture additional rents, revenues or receipts, properties or collateral;

(d) in connection with the issuance of Additional Bonds; or

(e) in connection with any other changes in this Indenture which are not to the prejudice of the interests of any registered owner of the Bonds, or in the judgment of the Trustee, is not to the prejudice of the interests of the Trustee.

Section 1302. Supplemental Indentures Requiring Consent of Owners of the Bonds. Exclusive of supplemental indentures covered by Section 1301 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than 66 2/3% in principal amount of the Bonds outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting (a) an extension of the maturity date (or mandatory sinking fund redemption) on which the principal of or the interest on any Bond is, or is to become, due and payable, (b) a reduction in the principal amount of any Bond or the rate of interest thereon, (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the principal amount of the Bonds required for consent to such supplemental indenture.

If the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given to the owners of the Bonds. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all owners of the Bonds. If, within sixty (60) days or such longer period as shall be prescribed by the Issuer following the giving such notice, the owners of not less than 66 2/3% in principal amount of the Bonds outstanding shall have consented to and approved the execution of such supplemental indenture as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be modified and amended in accordance therewith.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XIII which affects any right or obligation of the Company under the Lease Agreement shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail or overnight delivery to the Company at least sixty (60) days prior to the proposed date of execution and delivery of any such supplemental indenture.

The Trustee shall have no obligation to execute any supplemental indenture which affects its own rights, duties, obligations or compensation.

ARTICLE XIV.

AMENDMENT OF LEASE AGREEMENT

Section 1401. Amendments, etc., to Lease Agreement Not Requiring Consent of Owners of the Bonds. The Trustee shall without the consent of, or notice to, the owners of the Bonds, but only with the prior written consent of the Company (and subject to the rights of any Lender that has made a loan to the Company in order to provide financing or refinancing for the Project), consent to any amendment, change or modification of the Lease Agreement as may be required (i) by the provisions of the Lease Agreement or this Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission in the Lease Agreement, (iii) in connection with additional real property which pursuant to the Lease Agreement is to become part of the Leased Land, (iv) in connection with the machinery, fixtures, equipment and related property described in Exhibit "B" to the Lease Agreement so as to more precisely identify the same or substitute additional machinery, fixtures, equipment and related property acquired with the proceeds of the Bonds in accordance with the provisions of Sections 4.1 and 4.2 of the Lease Agreement, (v) in connection with the issuance of Additional Bonds, or (vi) in connection with any other change therein which is not to the prejudice of the interests of the owners of the Bonds or which, in the judgment of the Trustee, does not prejudice the interests of the Trustee.

Section 1402. Amendments, etc., to Lease Agreement Requiring Consent of Owners of the Bonds. Except for the amendments, changes or modifications as provided in Section 1401 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Lease Agreement without the delivery of notice and the written approval or consent of the owners of not less than two-thirds (2/3) in principal amount of the Bonds outstanding given and procured as provided in Section 1302 hereof. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Lease Agreement, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 1302 hereof with respect to proposed supplemental indentures; provided, however, that the Trustee shall have no obligation to consent to the execution of any amendment, change or modification of the Lease Agreement which affects its own rights, duties, obligations or compensation. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Trustee for inspection by owners of the Bonds.

ARTICLE XV.

MISCELLANEOUS

Section 1501. Consents, etc. of Owners of the Bonds.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by the owners of the Bonds may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such owners in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Issuer and the Company. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee, the Company and the Issuer, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or a member of a partnership or limited liability company, on behalf of such corporation, partnership or limited liability company, such certificate or affidavit shall also constitute sufficient proof of his authority.

(c) The fact and date of execution of any such instrument or writing may also be proved in any other manner which the Trustee deems sufficient; and the Trustee may in any instance require further proof with respect to any of the matters referred to in this Section.

(d) The ownership of Bonds shall be proved by the registration books kept by the Trustee as Bond Registrar.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other action by any owner of the Bonds shall bind every future owner of the same Bond in respect of anything done or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Bond.

Section 1502. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Company and the owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, agreements, conditions and provisions herein contained; this Indenture and all of the covenants, agreements, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Company and the owners of the Bonds as herein provided. No breach of any of the provisions of this Indenture will result in pecuniary liability to the Issuer or any of its officers, members, directors, employees or agents.

Section 1503. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

Section 1504. Notices. Unless otherwise specified herein, it shall be sufficient service or giving of any notice, request certificate, demand or other communication if the same shall be sent by, and all notices required to be given by mail shall be given by, first class registered or certified mail, return receipt requested, or by private courier service which provides evidence of delivery, postage or other charges prepaid, or sent by telecopy or other electronic means which produces evidence of transmission, confirmed by first class mail, and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission. Unless a difference address is given by any party as provided in this Section, all such communications shall be addressed (except as otherwise specifically provided herein) as follows:

(a)	If to the Issuer:	Development Authority of Alpharetta, Georgia 2 Park Plaza Alpharetta, Georgia 30009 Attention: Economic Development Department Telephone: (678) 297-6000 Facsimile: (678) 297-6001
	with a copy to:	Jarrard & Davis, LLP 222 Webb Street Cumming, Georgia 30040 Attention: Melissa Tracy, Esq. Telephone: (678) 455-7150 Facsimile: (678) 455-7149
(b)	If to the Company:	Equifax Inc. [______] [______] Attn: [______]

with a copy to: Miller & Martin PLLC
1180 W Peachtree Street, NW, Suite 2100
Atlanta, Georgia 30309
Attention: Bruce C. McCall, Esq.
Telephone: (404) 962-6472

If to the Trustee: Synovus Bank
800 Shades Creek Parkway
Birmingham, Alabama 35209
Attention: Corporate Trust Department
Telephone: (205)-868-4873
Facsimile: (205)-868-4884

A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer, the Company or the Trustee shall be given to each of the others. The Issuer, the Company and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 1505. Trustee as Paying Agent and Bond Registrar. The Trustee is hereby designated and agrees to act as paying agent and Bond Registrar for and in respect of the Bonds.

Section 1506. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of or interest on the Bonds or the date fixed for prepayment of any Bonds shall be, in the city of payment, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of principal or interest need not be made on such date in such city but may be made on the next succeeding business day not a Saturday, Sunday, legal holiday or day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for prepayment, and no interest shall accrue for the period after such date.

Section 1507. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1508. Law Governing Indenture. The effect and meaning of this Indenture and the rights of all parties hereunder shall be governed by, and construed according to, the laws of the State of Georgia.

Section 1509. No Recourse and Limited Liability. No recourse shall be had for the payment of the Bonds or interest thereon against any officer, director, member, employee or agent of the Issuer. Nothing herein shall be deemed to be an obligation of any officer, director, member, employee or agent of the Issuer in his or her individual capacity and neither the officers, directors, members, employees nor agents of the Issuer shall be subject to any personal liability with respect to any action taken by him or her pursuant to this Indenture or the Bonds.

Section 1510. Acknowledgement of Subordination. Notwithstanding anything to the contrary contained herein this Indenture is subject and subordinate in all respects to the rights of any Lender that has made a loan to the Company in order to provide financing or refinancing for the Project.

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and behalf by its Chair or Vice Chair and its corporate seal to be hereunto affixed and attested by its Secretary-Treasurer, and to evidence its acceptance of the trusts hereby created the Trustee has caused these presents to be signed in its name and behalf and its official seal to be hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

(SEAL)

DEVELOPMENT AUTHORITY OF
ALPHARETTA, GEORGIA

Attest:

____
Secretary-Treasurer

By: ______________________________
Chair

(Signature Page to Indenture of Trust)

(CORPORATE SEAL)

SYNOVUS BANK, as Trustee

By:______________________________________

Dean Matthews
Managing Director

(Signature Page to Indenture of Trust)

BOND PURCHASE AGREEMENT

DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA
Taxable Revenue Bonds
(Equifax Inc. Project),
Series 2025

BOND PURCHASE AGREEMENT, dated as of [______], 2025, among the Development Authority of Alpharetta, Georgia (the "Issuer"), Equifax Inc., a Georgia corporation, in its capacity as lessee under the hereinafter defined Lease (in such capacity, the "Company") and in its separate capacity as Purchaser hereunder (in such capacity, the "Purchaser").

1. Background.

(a) The Issuer proposes to issue and sell an aggregate principal amount not to exceed $37,000,000 of Taxable Revenue Bonds (Equifax Inc. Project), Series 2025 (the "Bonds"), the proceeds of which shall be used to finance the acquisition, construction, development, renovation, improvement and equipping of an existing building to transition current space from a data center to a larger workspace for its expanding corporate technology team, as part of its transition to cloud-based IT operations, located at 1505 Windward Concourse in Alpharetta, Georgia, (collectively, the "Project") and leased to the Company. The Project will be leased by the Issuer to the Company under the terms of a Lease Agreement, dated as of [______], 2025 (the "Lease"), requiring the Company to pay to the Issuer rental payments in such amounts and at such times as shall be required to pay the principal of and interest on the Bonds as and when the same become due. The Bonds shall be issued under and secured by an Indenture of Trust, dated as of [______], 2025 (the "Indenture"), between the Issuer and Synovus Bank, as trustee (the "Trustee"), under the terms of which the Issuer's interest in the Lease and the rents, revenues and receipts to be derived by the Issuer under the Lease will be assigned and pledged to the Trustee as security for the payment of the Bonds. As additional security for the payment of the Bonds, the Company will enter into a Guaranty Agreement with the Trustee, dated as of [______], 2025, under the terms of which the Company will unconditionally guarantee to the Trustee, for the benefit of the owners of the Bonds, the payment of the rental amounts due under the Lease. Nothing in this Agreement shall prevent the Purchaser and the Lessee, to the extent such parties are the same entity, from offsetting the obligations of the Lessee under the Lease against the right of the Purchaser to receive principal of and interest on the Bonds or the redemption price, if any.

(b) In accordance with the decision of the Purchaser to purchase the Bonds rather than seek to sell the Bonds to an underwriter or third party, the Issuer proposes to sell the Bonds to the Purchaser and the Purchaser proposes to purchase the Bonds for its own investment purposes and not with a view towards any resale or public distribution thereof.

(c) The proceeds of the Bonds (derived directly or indirectly from the issuance of the Bonds) are to be applied to pay, directly or indirectly, all or a portion of the costs incurred in connection with the acquisition, development, construction and installation of the Project as contemplated by the Lease and the Indenture in order to promote economic development and job creation and to facilitate a property tax incentive for the Company.

(d) The parties hereto contemplate that the interest paid on the Bonds will not be excludable in gross income of the recipient or recipients thereof for federal income tax purposes because of the application of certain provisions of the Internal Revenue Code of 1986, as amended, and that, as such, the Bonds may not be offered for sale to the public without registration under the Securities Act of 1933, as amended (the "1933 Act"), unless the Trustee has received an opinion of counsel satisfactory to the Trustee and the Company to the effect that failure to register the Bonds will not violate the 1933 Act, as amended. The Issuer will cooperate fully at the request of the Company in effecting such registration and in taking such other steps as may be deemed necessary or appropriate with respect to the Bonds, the Lease, the Indenture or this Agreement to effect such registration in the event of any future public sale or disposition of the Bonds.

(e) The parties hereto acknowledge that in connection with the financing of the Project, the Company may obtain a loan and further acknowledge that, in connection therewith, the Company and the Purchaser may further restrict the transfer of the Bonds notwithstanding anything to the contrary contained in the Bonds, the Indenture, the Lease or this Agreement

2. Purchase, Sale and Closing. Subject to the terms and conditions and in reliance on the representations, warranties and covenants herein set forth, the Purchaser agrees to purchase from the Issuer all of the Bonds that are to be issued at any time and from time to time under the Indenture and the Issuer hereby agrees to sell to the Purchaser all of the Bonds that are to be issued at any time and from time to time under the Indenture at a price of 100% of the principal amount of the Bonds. The sale and purchase of the Bonds will be accomplished in one or more installments as described hereinafter and in Section 304 of the Indenture. The parties agree that (i) the aggregate principal amount of Bonds to be sold and purchased hereunder shall not exceed the principal amount specified in Paragraph 1(a) hereof, and (ii) the Bonds will be authenticated by the Trustee and delivered to the Purchaser in one or more installments as the acquisition, development, construction and installation of the Project progresses. The Bond representing the initial installment shall be in a denomination mutually agreed upon by the parties hereto and shall be authenticated and delivered simultaneously with the execution and delivery of this Bond Purchase Agreement. It shall be the sole prerogative of the Company to designate (upon at least ten business days' advance notice to the Issuer and the Trustee), the principal amount of each fully-registered Bond to be delivered at any subsequent installment and the date, time and place of the delivery of and payment for such Bond (hereinafter referred to as a "Closing"). The aforesaid designation to be made by the Company in the case of a fully-registered Bond specified for authentication and delivery (after the first such installment shall have been authenticated and delivered simultaneously with the execution and delivery of this Bond Purchase Agreement) shall be substantially in the form of that which is attached hereto as Exhibit "A" and shall be executed on behalf of the Company by its duly authorized representatives. As is set forth in Section 304 of the Indenture, any such designation which the Trustee receives from the Company shall be treated the same as an order from the Issuer to authenticate the fully-registered Bond so specified therein unless the Issuer shall notify the Trustee in writing to the contrary not less than 10 business days prior to the Closing Date specified in such designation. At any such Closing, subject to the terms and conditions of the Indenture, the Trustee shall deliver to the Purchaser the designated

fully-registered Bond in definitive form, duly executed and authenticated, in the authorized denomination requested by the Company; and the Purchaser shall accept delivery and pay the purchase price of such Bond by book-entry on the Purchaser's books or, if the Purchaser is not the Company or its affiliate, by wire transfer of immediately available funds or in kind by the transfer of property.

If at any such Closing the Trustee fails to authenticate and deliver the designated fully-registered Bond to the Purchaser as provided herein, the Purchaser may elect to be relieved of any further obligations under this Bond Purchase Agreement without thereby waiving any other rights the Purchaser may have against the Issuer by reason of such failure. The obligation of the Issuer to sell Bonds and to cause Bonds to be delivered to the Purchaser under the provisions of this Bond Purchase Agreement shall terminate on December 31 of the calendar year following the Completion Date (as defined in the Lease) of the Project by one year and after said termination date the Issuer shall have no obligation to deliver or to cause to be delivered any new or Additional Bonds hereunder or under the Indenture.

All Bonds issued by the Issuer are to be sold to the Purchaser under and pursuant to this Bond Purchase Agreement and shall not be sold to any other purchaser except as otherwise permitted under the Indenture.

3. Private Sale. The Purchaser agrees that (i) it is purchasing the Bonds for its own investment account and not with a view towards any resale or public distribution thereof and (ii) it has made such due diligence investigation as it deems appropriate in connection with its decision to purchase the Bonds. Any future resale of the Bonds shall comply with or be exempt from federal securities law.

4. Issuer's Representations and Warranties. The Issuer makes the following representations and warranties to the Purchaser:

(a) The Issuer is a public body corporate and politic created by and existing under the Constitution and laws of the State of Georgia.

(b) The Issuer has full power and authority under the Constitution and laws of the State of Georgia (i) to acquire, construct and install the Project, (ii) to finance the acquisition, construction and installation of the Project by issuing and selling the Bonds, (iii) to lease the Project to the Company as provided in the Lease, (iv) to pledge the rents, revenues and receipts derived pursuant to the Lease to the Trustee as provided in the Indenture, (v) to execute, deliver and perform this Bond Purchase Agreement, the Lease and the Indenture in accordance with their respective terms, and (vi) to carry out and consummate all other transactions contemplated by each of the aforesaid documents.

(c) The Issuer has duly authorized all action and complied with all provisions of law with respect to the execution, delivery and performance of this Bond Purchase Agreement, the Lease and the Indenture, and has taken all actions necessary or appropriate to ensure that such documents constitute valid and legally binding obligations of the Issuer in accordance with their respective terms.

(d) When delivered to and paid for by the Purchaser in accordance with the terms of this Bond Purchase Agreement, the Bonds will have been duly authorized, executed, authenticated and issued and will constitute legal, valid and binding limited obligations of the Issuer enforceable in accordance with their terms and entitled to the benefits of the Indenture.

(e) Except for Additional Bonds (as defined in the Indenture), the Issuer has not and will not issue or sell any other bonds or obligations, the principal of and/or interest on which shall be payable from the rents, revenues and receipts derived from the Project or pledged or assigned pursuant to the Indenture or which shall be secured by any lien upon any of the properties constituting the Project.

(f) The execution and delivery of this Bond Purchase Agreement, the Bonds, the Lease and the Indenture, and the compliance with the provisions thereof, do not and will not conflict with or constitute on the part of the Issuer a violation of, breach of or default (with or without notice or lapse of time or both) under any constitutional provision, statute, indenture, mortgage, deed of trust, resolution, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer or any of its assets is presently bound, or, to the knowledge of the Issuer, any existing order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities and property; and all consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, which are required for the consummation of the transactions contemplated in this Bond Purchase Agreement have been obtained.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Issuer, nor to the best of the knowledge of the Issuer is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Bond Purchase Agreement, or which in any way would adversely affect the validity or enforceability of the Bonds, the Lease, the Indenture, this Bond Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Bond Purchase Agreement.

(h) Neither the Issuer nor anyone acting on its behalf (including the Company) has directly or indirectly offered for sale or sold any of the Bonds or any similar security of the Issuer to, or solicited any offer to buy any of the same from, anyone other than the Purchaser. Neither the Company nor anyone else acting on its behalf will after the date hereof directly or indirectly offer any of the Bonds or any other securities under circumstances which would subject this issue and sale of the Bonds to the provisions of Section 5 of the 1933 Act, as amended.

(i) No representation is made herein as to compliance with the securities or "Blue Sky" laws of any jurisdiction. The Issuer shall not be required to consent to service of process in any jurisdiction or be required to submit to the general jurisdiction of any state.

5. Company's Representations and Warranties. The Company makes the following representations and warranties to the Issuer:

(a) The Company is a corporation duly incorporated, existing and in good standing under the laws of the State of Georgia. The Company has full power, authority and legal right to engage in the business and activities conducted or proposed to be conducted by it with respect to the Project, to execute, deliver and perform the Lease, the Guaranty and this Bond Purchase Agreement and to perform its obligations thereunder and hereunder, including the making of payments as provided in the Lease.

(b) The Company has duly authorized all action for the execution, delivery and performance of the Lease, the Guaranty and this Bond Purchase Agreement and has taken all actions necessary or appropriate to ensure that such documents, when executed and delivered by the Company, will constitute valid and legally binding obligations of the Company, enforceable in accordance with their respective terms, except to the extent that their enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights, and subject to the application of principles of equity, if equitable remedies are sought.

(c) The execution and delivery of this Bond Purchase Agreement, the Lease, the Guaranty, and the compliance with the provisions hereof and thereof by the Company, do not conflict with or constitute on the part of the Company a material violation of, breach of or default under (i) the articles of incorporation or bylaws of the Company, (ii) any indenture, mortgage, deed to secure debt, lease, note agreement or other agreement or instrument to which the Company is a party or by which the Company is presently bound, or (iii) any constitutional provision or statute or any order, rule or regulation of any court or governmental or regulatory authorities, applicable to the Company.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending, or, to the Company's knowledge, threatened against the Company which could reasonably be expected to result in a decision which would materially adversely affect the transactions contemplated by this Bond Purchase Agreement, the Guaranty or the Lease or the validity or enforceability of the Bonds, the Lease, this Bond Purchase Agreement, the Guaranty or any agreement or instrument to which the Company is a party, used or contemplated for use in the consummation of the transactions contemplated by this Bond Purchase Agreement, the Guaranty or the Lease.

6. Company's Covenants. The Company covenants and agrees that it will:

(a) Indemnify and hold harmless to the extent permitted by applicable law, the Issuer, the Trustee and their officers, members, directors, agents, servants and employees against any and all losses, claims, damages, expenses or liabilities, joint or several, to which they or any of them may become subject under the 1933 Act, the Securities Exchange Act of 1934, as amended (the "1934 Act"), or the Trust Indenture Act of 1939, as amended (the "TI Act"), the rules or regulations under said Acts, or any amendments of said Acts, insofar as such losses, claims, damages, expenses, liabilities or actions arise out of or are based upon the failure to register the Bonds under the 1933 Act, or to qualify the Indenture under the TI Act. Promptly after receipt of notice of the commencement of any action in respect of which indemnity may be sought against the Company under this Paragraph 6, the indemnifiable party will notify the Company in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Company shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the Issuer, the Trustee or such indemnifiable person, as the case may be, and the payment of expenses) insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Company. The Issuer, the Trustee or such indemnifiable person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Company unless the employment of such counsel has been specifically authorized by the Company, or in the event that the Issuer or the Trustee is required to employ separate counsel as a result of the Issuer's reasonable determination or the Trustee's reasonable determination, as the case may be, expressed in writing to the Company, that a conflict of interest exists among the indemnified parties hereunder. The Company shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

(b) Refrain from taking or omitting to take any action which action or omission would in any way cause the proceeds from the sale of the Bonds to be applied in a manner contrary to that provided for in the Lease or the Indenture, as in effect from time to time.

(c) Pay or cause to be paid, all reasonable expenses and costs incident to the authorization, issuance, printing, sale and delivery, as the case may be, of the Bonds, the Lease, the Indenture, the Guaranty and this Bond Purchase Agreement, including without limitation (i) all filing, registration and recording fees and expenses; (ii) Trustee's fees and expenses; and (iii) the fees of the Issuer and Counsel to the Issuer.

(d) Neither the Company nor anyone else acting on its behalf will after the date hereof directly or indirectly offer any of the Bonds or any other securities under circumstances which would subject this issue and sale of the Bonds to the provisions of Section 5 of the 1933 Act, as amended.

7. Conditions of Purchaser's Obligations.

The Purchaser's obligation to purchase and pay for the Bond which is to be delivered as the initial installment hereunder is subject to the fulfillment of the following conditions at or before such delivery:

(a) The Lease, the Guaranty, the Indenture and this Bond Purchase Agreement shall have been duly authorized, executed and delivered by the respective parties thereto, in substantially the forms heretofore approved by the Purchaser, with only such changes therein as the Purchaser, the Issuer and the Company shall mutually agree upon;

(b) The Bond to be initially delivered shall have been duly authorized, executed and authenticated in accordance with the provisions of the Indenture;

(c) The Purchaser shall have received the following documents:

(i) Executed counterparts of the Lease, the Guaranty and the Indenture;

(ii) Opinions dated as of the date of delivery of the Bond to be initially delivered of (A) Counsel for the Issuer in substantially the form of that which is attached hereto as Exhibit “B”; (B) Bond Counsel in substantially the form of that which is attached hereto as Exhibit “C”; and (C) Counsel for the Company, as lessee and as guarantor, in substantially the form of that which is attached hereto as Exhibit “D”;

(iii) A certificate dated as of the date of delivery of the Bond to be initially delivered, signed by the Chair or Vice Chair and the Secretary-Treasurer of the Issuer and in form and substance satisfactory to the Purchaser, to the effect that to the best of the information, knowledge and belief of such officers, each of the representations and warranties set forth in Paragraph 4 hereof is true, accurate and complete in all material respects as of the date of delivery of the Bond to be initially delivered and that the Issuer has complied with each of its covenants and agreements required in this Bond Purchase Agreement to be complied with at or prior to the date of delivery of the Bond to be initially delivered; and

(iv) Such additional opinions, certificates, instruments and other documents as the Purchaser or its counsel may reasonably request to evidence compliance with applicable law, as of the date of delivery of the Bond to be initially delivered.

The Purchaser’s obligation to purchase and pay for any of the Bonds at any time or from time to time after the delivery of the Bond to be initially delivered, as herein provided, is subject to the due execution, authentication and delivery to the Purchaser of such pertinent Bond.

8. Home Office Payment. The Issuer agrees that all amounts payable to the Purchaser with respect to any Bond held by the Purchaser or its nominee shall be made to the Purchaser (without any presentment thereof, except upon payment of the final installment of principal, and without any notation of such payment being made thereon) in such manner or at such address in the United States as may be designated by the Purchaser in writing. Any payment made in accordance with the provisions of this Section shall be accompanied by sufficient information to identify the source and proper application of such payment. The Purchaser agrees to notify the Trustee of any failure of the Company to make any payment of principal of or interest on the Bonds when due, and the Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing. The Purchaser agrees that if any Bonds are sold or

transferred it will notify the Issuer, the Trustee and the Company of the name and address of the transferee, and it will, prior to delivery of such Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof. The rights and obligations of the Issuer, the Company and the Purchaser under this Section 8 shall not be assignable upon the transfer of the Bonds or any portion thereof.

So long as the home office payment agreement is in effect as to any Bond, the Trustee shall have no obligations as paying agent in respect to such Bond, nor shall it be obligated to collect rental payments, to act as Bond Registrar or to take any other action in respect thereof, except at the express written direction of the Company or the Issuer.

9. Notices and Other Actions. All notices, demands and formal actions hereunder will be in writing mailed, telegraphed, sent by overnight courier or delivered to:

The Issuer:	Development Authority of Alpharetta, Georgia 2 Park Plaza Alpharetta, Georgia 30009 Attention: Economic Development Department Telephone: (678) 297-6000 Facsimile: (678) 297-6001
with a copy to:	Jarrard & Davis, LLP 222 Webb Street Cumming, Georgia 30040 Attention: Melissa Tracy, Esq. Telephone: (678) 455-7150 Facsimile: (678) 455-7149
The Company:	Equifax Inc. [______] [______] Attn: [______]
with a copy to:	Miller & Martin PLLC 1180 W Peachtree Street, NW, Suite 2100 Atlanta, Georgia 30309 Attention: Bruce C. McCall, Esq. Telephone: (404) 962-6472
The Trustee:	Synovus Bank 800 Shades Creek Parkway Birmingham, Alabama 35209 Attention: Corporate Trust Department Telephone: (205)-868-4873 Facsimile: (205)-868-4884

The Issuer, the Company, the Purchaser and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certifications or other communications shall be sent.

10. Survival of Representations and Agreements. All representations, warranties and agreements of the Issuer and the Company contained herein shall remain operative and in full force and shall survive (a) the execution and delivery of this Bond Purchase Agreement, and (b) the purchase of any or all of the Bonds hereunder.

11. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts with each executed counterpart constituting an original but all of which together shall constitute one and the same instrument.

12. Successors; Governing Law. This Bond Purchase Agreement will inure to the benefit of and be binding upon the parties hereto and their successors, but will not be assignable or confer any rights upon any other person. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

13. Exculpation. Issuer agrees that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, member, partner, principal, manager, parent, subsidiary or other affiliate of Company or Purchaser, or any officer, director, employee, trustee, shareholder, member, partner, manager or principal of any such parent, subsidiary or other affiliate (collectively, "Company's and Purchaser's Affiliates"), arising out of or in connection with this Bond Purchase Agreement or the transactions contemplated hereby. Trustee agrees to look solely to Company and Purchaser and their assets for the satisfaction of any liability or obligation arising under this Bond Purchase Agreement or the transactions contemplated hereby, or for the performance of any of the covenants, warranties or other agreements contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of Company's and Purchaser's Affiliates with respect to any matters arising out of or in connection with this Bond Purchase Agreement or the transactions contemplated hereby.

DEVELOPMENT AUTHORITY OF
ALPHARETTA, GEORGIA

(SEAL)

By:____
Chair

Attest:

____
Secretary-Treasurer

(Signature Page to Bond Purchase Agreement)

EQUIFAX INC.,
a Georgia corporation

By: ___________________________
Name/Title

(Signature Page to Bond Purchase Agreement)

The undersigned Trustee acknowledges receipt of and agrees to perform those functions required of it pursuant to the provisions of this Bond Purchase Agreement, subject to the provisions of the Indenture of Trust referred to in the Bond Purchase Agreement.

SYNOVUS BANK, as Trustee under that certain Indenture of Trust, dated [______], 2025 from the Development Authority of Alpharetta, Georgia and relating to the Bonds described in this Bond Purchase Agreement

(SEAL)

By: ____
Name/Title

(Signature Page to Bond Purchase Agreement)

EXHIBIT "A"

DESIGNATION OF BOND TO BE
DELIVERED TO UNDERSIGNED
PURCHASER AND RELATED CERTIFICATES

Development Authority of Alpharetta, Georgia
Alpharetta, Georgia

[______]
[______]
[______]
Attn: [______]

Re: Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025

Gentlemen:

Pursuant to that certain Bond Purchase Agreement, dated as of [______], 2025 (the "Bond Purchase Agreement"), between the Development Authority of Alpharetta, Georgia (the "Issuer"), Equifax Inc., a Georgia corporation (the "Purchaser" or the "Company"), as purchaser of the captioned Bonds, and as lessee under that certain Lease Agreement with the Issuer relating to the captioned Bonds, dated as of [______], 2025, the Company hereby notifies you that it desires to take delivery of a fully registered Bond in the principal amount of $__________ upon payment by it of the purchase price specified in Paragraph 2 of the Bond Purchase Agreement, as well as applicable transactional expenses paid at closing relating to the issuance of the Bonds. The Company designates the following particulars with respect to the Closing of such purchase and sale:

Closing Date - _________

Closing Time - _________

The Company hereby certifies that there exists no event of default under the aforesaid Lease Agreement as of the date hereof and that the Company will give immediate notice to each of the addressees shown above if to its knowledge any such event of default should occur prior to the delivery to the Purchaser of the Bond designated for delivery hereinabove.

The Company hereby further certifies that the principal amount of the Bond designated for delivery hereinabove when added to the principal amount of the Bond or Bonds heretofore delivered to the Purchaser will not exceed the anticipated total cost to acquire, construct and install the Project (as defined and more fully described in the aforesaid Lease Agreement).

IN WITNESS WHEREOF, the Company has caused this instrument to be executed on its behalf by its duly authorized representative, this ____ day of ________, 2025.

EQUIFAX INC.,
a Georgia corporation

By: ___________________________
Name/Title

EXHIBIT "B"

(Letterhead of Counsel for the Issuer)

[______], 2025

Equifax Inc.
Atlanta, Georgia

[______]
[______]

Holland & Knight LLP
Atlanta, Georgia

Re: Up to $37,000,000 in aggregate principal amount of Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025

To the Addressees:

We have acted as counsel for the Development Authority of Alpharetta, Georgia, a public body corporate and politic of the State of Georgia (the "Issuer"), in connection with the above-referenced bonds (the "Bonds"). In such capacity we have examined the following documents (items (ii) through (v), the "Transaction Documents"):

(i) the resolution of the Issuer, adopted [______], 2025 (the "Resolution");

(ii) the Indenture of Trust, dated as of [______], 2025 (the "Indenture"), between the Issuer and [______], as trustee (the "Trustee");

(iii) the Lease Agreement, dated as of [______], 2025 (the "Lease"), between the Issuer and Equifax Inc., a Georgia corporation (the "Lessee") and the Short Form of Lease, dated as of [______], 2025 (the "Memorandum of Lease"), between the Issuer and the Lessee;

(iv) the Bond Purchase Agreement, dated as of [______], 2025 (the "Bond Purchase Agreement"), between and among the Issuer, the Lessee and Equifax Inc., as purchaser of the Bonds; and

(v) Home Office Payment Agreement, dated as of [______], 2025 (the "Home Office Payment Agreement"), among the Issuer, the Lessee and the Trustee.

We have also considered such matters of law and other records and documents as we have deemed appropriate as a basis for the opinions hereinafter set forth.

We have not examined title to the "Leased Land" (as described in the Lease) but have assumed that the Issuer will hold requisite title and rights to the Leased Land and related property described in the Lease. We further assume that the description of the Leased Land and other property described in each of the Transaction Documents is accurate and adequate.

Our opinion assumes that each of the other parties to each particular Transaction Document has the power and legal capacity to execute such Transaction Document, has duly and validly authorized, executed and delivered such Transaction Document, and that such Transaction Document is valid and enforceable against each other party.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer and the Lessee contained in the Transaction Documents and the certifications of public officials and others, including certifications by or on behalf of the Issuer and the Lessee, without undertaking to verify the same by independent investigation.

The opinions set forth herein are limited to the laws of the State of Georgia.

Based upon and limited by the foregoing, it is our opinion that:

1. The Issuer is a public body corporate and politic duly organized and existing under the Constitution and laws of the State of Georgia.

2. The Issuer has duly adopted the Resolution and has authorized the execution and delivery of the Transaction Documents and the performance by the Issuer thereunder, and the issuance of the Series 2025 Bonds on the date hereof. The Issuer has duly executed and delivered each of the Indenture, the Lease and the Home Office Payment Agreement (the "Issuer Documents"). The Issuer has taken all necessary corporate action to authorize the issuance, sale and delivery of the Series 2025 Bonds.

3. To our knowledge, the execution and delivery of the Issuer Documents do not violate the Issuer's activating resolution or bylaws, violate any applicable constitution, statute, regulation, rule, or law to which the Issuer is subject, constitute a breach or default under any other material written agreements known to us to which Issuer is a party, or violate any judicial decree or order known to us to which Issuer and subject.

4. To our knowledge, no additional or further approval, consent, or authorization of any governmental or public agency or authority not already obtained is required by the Issuer in connection with (a) the issuance, sale and

delivery of the Series 2025 Bonds, (b) the execution and delivery by the Issuer of the Issuer Documents and the performance by the Issuer thereunder, or (c) the adoption of the Resolution. No opinion is expressed with respect to any "Blue Sky" laws or the securities laws of any jurisdiction.

As used in this opinion letter, the phrase "to our knowledge" means the current awareness by the lawyer in our firm who signs this opinion letter and any other lawyer in our firm who participated in the preparation of this opinion letter of information such lawyers recognize as relevant to the opinion so qualified.

The opinions set forth above are subject to and limited by the effects of bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights and remedies of creditors, and by the effects of general principles of equity, whether applied by a court of law or equity.

We express no opinion regarding the status of title to any property or the priority of any lien on, security title to, or security interest in any property. Further, we express no opinion regarding any tax consequences with respect to the Series 2025 Bonds.

This opinion is given as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur. This opinion letter is limited solely to the matters expressly set forth above and is provided to you for your exclusive use and may not be relied upon by any other person or for any other purpose without our prior written consent.

Very truly yours,

EXHIBIT "C"

(Letterhead of Bond Counsel)

[______], 2025

Equifax Inc.
Atlanta, Georgia

Development Authority of Alpharetta, Georgia
Alpharetta, Georgia

[______]
[______]

Re: Not to exceed $37,000,000 Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025

To the Addressees:

We have acted as Bond Counsel to Equifax Inc., a Georgia corporation (the "Company") in connection with the issuance by the Development Authority of Alpharetta, Georgia (the "Issuer") of an aggregate principal amount not to exceed $37,000,000 of its Taxable Revenue Bonds (Equifax Inc. Project), Series 2025 (the "Series 2025 Bonds"). In such capacity, we have examined (i) the Constitution and laws of the State of Georgia, including specifically the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62)), as amended (the "Act") and an activating resolution of the Mayor and Council of the City of Alpharetta, Georgia, adopted on February 23, 1981; (ii) the resolution of the Issuer, adopted on [______], 2025 (the "Resolution"); (iii) the Indenture of Trust, dated as of [______], 2025 (the "Indenture"), between the Issuer and [______], as trustee (the "Trustee"); (iv) the Lease Agreement, dated as of [______], 2025 (the "Lease"), between the Issuer, as lessor, and the Company, as lessee; and (v) such law and other certified proceedings and other documents as we have deemed necessary to render this opinion.

[The Issuer has previously issued Series 2023 Bonds in the aggregate principal amount of $__________ (the "Existing Bonds"). On the date hereof, at the request of the Company, the Issuer is issuing an additional Series 2023 Bond numbered R-__ in an aggregate principal amount equal to $__________ (the "Current Bonds," and together with [the Existing Bonds] and any additional Series 2023 Bonds issued pursuant to the Indenture, the "Bonds").] [On the date hereof, at the request of the Company, the Issuer is issuing an initial Series 2023 Bond numbered R-___ as set forth in the caption above (the "Current Bonds", and together with any additional Series 2023 Bonds issued pursuant to the Indenture, the "Bonds").] On the date hereof, at the request of the Company, the Issuer is issuing an initial Series 2025 Bond as set forth in the caption above (the "Current Bonds", and together with any additional Series 2025 Bonds issued pursuant to the Indenture, the "Bonds").] The Bonds are issued pursuant to the Act, the Indenture and the Resolution. Under the Lease, the Company has covenanted to make payments to the Issuer to be used to pay when due principal of and interest on the Bonds, as well as other payment and revenues. Under the Indenture, the Issuer has pledged and assigned its rights in and to the "Trust Estate" (as defined in the Indenture) as security for the Bonds. The Bonds are payable solely from the Trust Estate. The Bonds will be additionally secured by a Guaranty Agreement, dated as of [______], 2025 (the "Guaranty"), from the Company in favor of the Trustee, guaranteeing payments under the Lease.

The Current Bonds are being purchased by the Company pursuant to the terms of a Bond Purchase Agreement, dated as of [______], 2025 (the "Bond Purchase Agreement"), between the Issuer, the Company, in its capacity as lessee and in its separate capacity as purchaser. The Resolution, Indenture, Lease, the Guaranty and Bond Purchase Agreement are hereinafter referred to collectively as the "Bond Documents." The Current Bonds are being issued for the purpose of financing the cost of the acquisition, construction, development, renovation, improvement and equipping of an existing building to transition current space from a data center to a larger workspace for its corporate technology team, as part of its transition to cloud-based IT operations, located at 1505 Windward Concourse in Alpharetta, Georgia.

The Bonds constitute only limited obligations of the Issuer and do not constitute indebtedness by or on behalf of the State of Georgia, the City of Alpharetta, Georgia (the "City") or Fulton County, Georgia (the "County"), or a pledge of the faith and credit of said State, City or County. The Bonds are payable solely from the Trust Estate and will not directly, indirectly or contingently obligate said State, City or County to levy or to pledge any form of taxation whatever or to make any appropriation for the payment thereof, and no owner of any of the Bonds will ever have the right to compel the exercise of the taxing power of said State or said County to pay the same or the interest thereon.

We have not examined title to the Leased Land (as described in the Lease), but have assumed that the Issuer holds good and marketable fee simple title in and to the Leased Land, free from all encumbrances except Permitted Encumbrances (as defined in the Lease).

Pursuant to the terms of the Indenture, the Issuer has reserved the right to issue Additional Bonds (as defined therein) from time to time under certain terms and conditions contained in the Indenture, and, if issued, such Additional Bonds shall rank on a parity with the Bonds and be equally ratably secured by the Indenture.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer and the Company contained in the Bond Documents, and the certifications of public officials and others furnished to us, including certifications furnished to us by or on behalf of the Company, without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The Issuer is a public body corporate and politic and has the power to enter into and perform its obligations under the Indenture and the Lease and to issue the Current Bonds.

2. The Indenture has been duly authorized, executed and delivered and is a valid and binding obligation of the Issuer and is enforceable against the Issuer. The Indenture creates a valid lien on the Trust Estate as security for the Current Bonds on a parity with other Bonds to be issued under the Indenture.

3. The Current Bonds have been duly authorized and executed by the Issuer and are valid and binding limited obligations of the Issuer, payable solely from the Trust Estate.

4. The Current Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Lease and the Indenture are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

We express no opinion regarding the perfection or priority of the lien on the Trust Estate or other funds created under the Indenture. Further, we express no opinion regarding tax consequences arising with respect to the Bonds. Further, we express no opinion as to the provisions of the Lease or the Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest, dated [______], 2025, as amended, among the Company, the Issuer and the Fulton County Board of Assessors relating to ad valorem tax matters with respect to the Project.

This opinion is given as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

HOLLAND & KNIGHT LLP

EXHIBIT "D"

(Letterhead of Counsel for Company)

[to be provided by Miller & Martin PLLC]

[______], 2025

Development Authority of Alpharetta, Georgia
Alpharetta, Georgia

[______]
[______]

Holland & Knight LLP
Atlanta, Georgia

Re: Up to $37,000,000 Development Authority of Alpharetta, Georgia Taxable Revenue Bonds (Equifax Inc. Project), Series 2025

To the Addressees:

We have acted as counsel for Equifax Inc., a Georgia corporation (the "Company"), in connection with the issuance and sale by the Development Authority of Alpharetta, Georgia (the "Issuer") of the revenue bonds in caption (the "Series 2025 Bonds"). In such capacity, we have examined originals, or photostatic or certified copies, of:

(a) the Lease Agreement, dated as of [______], 2025 (the "Lease Agreement"), between the Company and the Issuer providing for the lease by the Issuer to the Company of the Project (as defined in the Lease);

(b) the Indenture of Trust, dated as of [______], 2025 (the "Indenture"), between the Issuer and [______], a [______], as trustee (the "Trustee"), pursuant to which the Series 2025 Bonds are to be issued;

(c) the Bond Resolution, adopted by the Issuer on [______], 2025 relating to the authorization, execution and delivery of the Lease Agreement and the Indenture and the issuance and sale of the Series 2025 Bonds;

(d) the Bond Purchase Agreement, dated as of [______], 2025 (the "Bond Purchase Agreement"), among the Issuer and the Company in its capacity as purchaser of the Series 2025 Bonds (in such capacity, the "Purchaser");

(e) the Guaranty Agreement, dated as of [______], 2025 (the "Guaranty

Agreement”), from the Company to the Trustee;

(f) the Home Office Payment Agreement, dated as of [______], 2025 (the “Home Office Payment Agreement”), among the Issuer, the Company and the Trustee;

(g) the Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest, dated as of [______], 2025 (the “MOA”), among the Issuer, the Company and the Fulton County Board of Assessors; and

(h) the Articles of Incorporation and Bylaws of the Company; and such other documents, records and certificates of public officials, of the Company and of officers of the Company as we have deemed necessary and relevant for the opinions set forth herein.

In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to me as certified or photostatic copies, and the authenticity of the originals of such latter documents.

Based upon my examination mentioned above and relying on statements of fact contained in the documents that we have examined, it is our opinion that:

(1) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Georgia.

(2) Based solely on the certificate of the Company attached hereto as Exhibit A, the Company has full power and authority to execute, deliver and perform its obligations under the Lease Agreement, the Bond Purchase Agreement, the Guaranty Agreement, the Home Office Payment Agreement and the MOA (collectively, the “Company Documents”), which have been duly authorized, executed and delivered by the Company and constitute the valid and binding agreements of the Company enforceable in accordance with their respective terms, except that (a) enforceability may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors’ rights generally, and (b) enforceability may be limited to exclude the availability of the remedy of specific performance or any other equitable remedy to the extent there is available an adequate remedy at law; and (c) enforceability may be limited by the exercise of judicial discretion in accordance with general equitable principles. Notwithstanding the foregoing, we express no opinion as to the validity or enforceability of the provisions of the MOA relating to ad valorem tax matters and payments in lieu of taxes or any of the following provisions that may be contained in the Company Documents: (i) any provisions which purport to waive any defense, counterclaim, set-off or deduction arising from any violation of applicable federal or state securities or usury laws, any fraud on the part of any other party, any failure to give notice of a disposition of collateral to the extent required under applicable law, any disposition of collateral other than in a commercially reasonable manner or the effect of any applicable statute of limitation; (ii) any choice of law provisions therein; (iii) any provisions which purport to waive the right to trial by jury or purport to consent to or waive any objection to the jurisdiction or venue of any particular court; and (iv) any provisions which provide for payment of interest on unpaid interest or which, due

to prepayment, acceleration or otherwise, would cause the rate of interest to exceed four percent (4.0%) per month. We also note that any provisions requiring any party to pay the attorney's fees of any other party may be subject to compliance with applicable legal requirements and limitations and that the provisions thereof may be subject to the effect of the provisions of law regarding mutual departures from strict contractual terms.

(3) The execution and delivery of the Company Documents and the performance of its obligations thereunder by the Company have not resulted and will not result in a violation of the Articles of Incorporation or the Bylaws of the Company or, to my knowledge, violate any applicable state or federal constitution, statute, regulation, rule or law to which the Company is subject.

(4) Based solely on the certificate of the Company attached hereto as Exhibit A, the Company has duly authorized the taking of any and all action necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents and the Indenture.

(5) To the best of our knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court or public board or body pending or threatened against or affecting the Company, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity or enforceability as against the Company of the Company Documents or the Indenture.

This opinion is limited solely to those items set forth above, and we specifically do not render any opinions pertaining to any matter not specifically stated herein. The information and opinions set forth above are as of the date hereof, as we disclaim any undertakings to advise you of changes that hereinafter may be brought to our attention. Further, this opinion is rendered solely for your benefit and may not be relied upon in any manner by any other person without prior written consent.

Very truly yours,

MILLER & MARTIN PLLC

By: ______________________________
Bruce C. McCall, Esq.

Exhibit A

Company Certificate

GUARANTY AGREEMENT

between

EQUIFAX INC.

and

[______],
as Trustee

Dated as of [______], 2025

This instrument was prepared by:

Holland & Knight LLP
1180 West Peachtree Street
Suite 1800
Atlanta, Georgia 30309

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the "Guaranty") made and entered into as of [______], 2025, by and between Equifax Inc., a corporation duly incorporated and existing under the laws of the State of Georgia (the "Guarantor"), and SYNOVUS BANK, authorized to accept and execute trusts of the character herein set out, together with any successor trustee or trustees at the time serving as such under the Indenture of Trust described below (the "Trustee");

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

WHEREAS, the Development Authority of Alpharetta, Georgia, a public body corporate and politic created and existing under the laws of the State of Georgia (the "Issuer"), intends to issue, in one or more series, its Taxable Revenue Bonds (Equifax Inc. Project), Series 2025, in an aggregate principal amount of not to exceed $37,000,000 (the "Bonds"); and

WHEREAS, the Bonds are to be issued under and pursuant to an Indenture of Trust, dated as of [______], 2025, by and between the Issuer and the Trustee (the "Indenture"), a true and correct copy of which has been delivered to the Guarantor, and the Bonds are more particularly described in Articles II and III of the Indenture; and

WHEREAS, the proceeds derived directly from the issuance of the Bonds are to be applied toward the acquisition, construction, development, renovation, improvement and equipping of an existing building to transition current space from a data center to a larger workspace for its expanding corporate technology team, as part of its transition to cloud-based IT operations, located at 1505 Windward Concourse in Alpharetta, Georgia (the "Project") to be leased to the Guarantor (subject to "Permitted Encumbrances," as defined in the Lease Agreement (as defined below)) for the use and benefit of the Guarantor pursuant to a Lease Agreement, dated as of even date herewith (the "Lease Agreement"), between the Issuer and the Guarantor; and

WHEREAS, the Guarantor desires that the Issuer issue the Bonds and apply the proceeds derived therefrom (whether derived directly from the issuance of the Bonds) as aforesaid and is willing to enter into this Guaranty, intending to be legally bound hereby;

NOW THEREFORE, in consideration of the premises the Guarantor does hereby represent, warrant, covenant and agree with the Trustee, for the benefit of the owners of the Bonds, intending to be legally bound hereby, as follows:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of Guarantor. The Guarantor represents and warrants that:

(a) It is a corporation duly incorporated and validly existing under the laws of the State of Delaware and authorized to transact business in the State of Georgia, has the power to enter into this Guaranty and to perform and observe its obligations contained herein in accordance with the terms hereof and has, by proper action, been duly authorized to execute, deliver and perform this Guaranty in accordance with the terms hereof.

(b) The Guarantor is not subject to any articles of incorporation, charter, by-law or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents it from entering into this Guaranty or performing any of its obligations hereunder.

(c) Neither the execution and delivery of this Guaranty, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any material agreement or instrument to which the Guarantor is a party or by which it may be bound, or constitutes a default under any of the foregoing.

(d) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to applicable equitable principles if equitable remedies are sought.

(e) This Guaranty is made in furtherance of the purposes for which the Guarantor was formed and promotes and furthers the business of the Guarantor, and the assumption by the Guarantor of its obligations hereunder in connection with the financing of the Project will result in financial benefit to the Guarantor.

ARTICLE II

COVENANTS AND GUARANTEES

Section 2.1 Guarantee of Rental Payments. The Guarantor hereby absolutely and unconditionally guarantees to the Trustee for the benefit of the owners at any time and from time to time of the Bonds the full and prompt payment in accordance with the provisions of the Indenture of the rental payments when and as the same shall become due and payable pursuant to the Lease Agreement, whether at the stated due date thereof or by acceleration or otherwise. If the Issuer shall fail to receive any such payment as and when said payment becomes due, which failure results in an Event of Default under the Lease, the Guarantor shall immediately pay to the Trustee, for the owner of the Bond under the Home Office Payment Agreement (referred to tin the Indenture), in lawful money of the United States of America, an amount equal to the required payment, provided that if the Guarantor is the owner of the Bond and if a Home Office Payment Agreement is in effect with respect to a Bond, the payment relating to that Bond shall be deemed to be constructively paid. In the event of such an Event of Default, this guarantee is a primary and original obligation of the Guarantor and is an absolute, unconditional, continuing and irrevocable guarantee of payment and is not a guarantee of collectibility or performance and is in no way conditioned or contingent upon any attempt to collect from the Issuer. This guarantee shall remain in full force and effect without respect to future changes in conditions, including change in law, until the expiration or termination of the Lease Agreement pursuant to the provisions thereof. Subject to the provisions of Section 5.2 hereof and unless all of the rental payments shall have become due by acceleration or otherwise, each and every default in payment of the rental payments shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises. The Guarantor hereby waives (a) notice of the acceptance hereof and of any action taken or omitted in reliance hereon, (b) any presentment, demand, notice or protest of any kind, except as required under the Lease Agreement and the Indenture, and (c) any other act or thing or omission or delay to do any other act or thing which might in any manner or to any extent vary the risk of the Guarantor or which might otherwise operate as a discharge of the Guarantor's obligations hereunder, except payment.

Section 2.2 Waiver of Notice. The Guarantor hereby expressly waives notice in writing, or otherwise, from the Trustee or the owners at any time or from time to time of any of the Bonds of their acceptance and reliance on this Guaranty.

Section 2.3 Costs, Expenses and Fees. The Guarantor agrees to pay all reasonable costs, expenses and fees, including all reasonable attorneys' fees, which are actually incurred by the Trustee in connection with this Guaranty and its enforcement, whether the same shall be enforced by suit or otherwise.

ARTICLE III

SPECIAL COVENANTS

Section 3.1 Merger, Consolidation or Sale of Assets. Subject to other terms of this Section 3.1 the Guarantor agrees that prior to the expiration or termination of the Lease Agreement pursuant to the provisions thereof, it shall maintain its existence and shall not merge or consolidate with any other entity and shall not transfer or convey all or substantially all of the Project, assets and licenses; provided, however, the Guarantor may, without violating any provisions of this Guaranty, consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it, or transfer or convey all or substantially all of its assets to another entity, but only on the condition that the assignee entity or the entity resulting from or surviving such merger (if other than the Guarantor) or consolidation or the entity to which such transfer is made shall assume by operation of law or in writing all of the Guarantor's obligations under this Guaranty; provided further that the Guarantor or any of its constituent entities may, without violating any provisions of this Guaranty, make any direct or indirect transfer of assets that is permitted under the Lease Agreement. Notwithstanding any provision in this Guaranty to the contrary, in the event the Guarantor desires to convey Guarantor's interest in the Project and assign the Guarantor's interest, as tenant, in and to the Lease to a third party pursuant to the provisions of the Lease, the Guarantor shall notify the Trustee in writing and provide the Trustee the name of the transferee. The Trustee hereby agrees that the Guarantor shall have the right to convey Guarantor's interest in the Project and to assign the Lease without the consent or approval of the Trustee. In such event, the transferee shall assume the Guarantor's obligations and liabilities hereunder and upon the Trustee's receipt of an executed assumption agreement, the Guarantor shall immediately be released of all obligations and liabilities accruing after the effective date of the assumption agreement. Further, in such event, the Trustee hereby agrees that it shall execute such other documents as may be reasonably necessary to effectuate or confirm such release of the Guarantor.

ARTICLE IV

NOTICE AND SERVICE OF PROCESS, PLEADINGS AND OTHER PAPERS

Section 4.1 Agent for Service. The Guarantor designates and appoints, without power of revocation prior to the expiration or termination of the Lease Agreement pursuant to the provisions thereof, [______], as the agent of the Guarantor upon whom may be served all process, pleadings, notices or other papers which may or must be served upon the Guarantor as a result of any of its obligations under this Guaranty. The Guarantor shall take any and all actions, including the filing of any and all documents or instruments as shall be necessary to continue such appointment in full force and effect.

Equifax Inc.
[______]
[______]
Attn: [______]

Section 4.2 No Defense, Counterclaim or Set-Off. The Guarantor further agrees, covenants and stipulates, without power of revocation prior to the expiration or termination of the Lease Agreement pursuant to the provisions thereof that in any civil suit or action brought (after notice as provided herein) against it as a result of any of its obligations under this Guaranty, it will not assert as a defense, counterclaim or set-off (i) any default by the Issuer or the Trustee, or (ii) any cause of action, claim or counterclaim which it may have against the Issuer or the Trustee. Failure to assert such matter shall not be deemed to be a waiver by the Guarantor but the same may be asserted in a separate action.

Section 4.3 Notices. Any process, pleadings, notices or other papers served upon any of the foregoing agents shall, at the same time, be sent by certified or registered mail, postage prepaid, return receipt requested, or by overnight delivery, with delivery charges prepaid, to the Guarantor at the address specified in Section 6.6 hereof, or to such other address as may be furnished by the Guarantor to the Issuer and the Trustee in writing.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.1 Events of Default. If any of the following events occurs and is continuing, it is hereby defined and declared to be and constitute an "event of default" hereunder:

(a) failure by the Guarantor to make any payment required to be made under Section 2.1 hereof as and when the same shall become due and payable five business days after such failure shall become first known to any officer of the Guarantor; or

(b) failure by the Guarantor to comply with any other covenant of this Guaranty and continuance of such failure for more than 60 days after such failure so to comply with this Guaranty shall first become known to any officer of the Guarantor or after notice of such failure has been given to the Guarantor by the Trustee.

Prior to declaring an Event of Default under Section 5.1(b) hereof, the Trustee shall deliver to the Leasehold Mortgagee (as defined in the Lease Agreement) and the registered holders of the Bonds, written notice, specifying the act or omission of the Guarantor that will constitute such Event of Default. The Leasehold Mortgagee shall have the right, but shall have no obligation, to cure such Event of Default for a period of 60 days following receipt of said notice, unless the Issuer and the Trustee shall agree in writing to an extension of such time prior to its expiration, and the Trustee hereby agrees not to exercise any of its rights or remedies hereunder, at law or in equity until the expiration of such 60-day period. The registered holders of 100% of the Bonds shall have the right to waive any such event of default within 30 days following receipt of the above notice.

Section 5.2 Remedies. Whenever any event of default referred to in Section 5.1 hereof shall have occurred and is continuing, the Trustee may, and if requested so to do in writing by the owners of twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding, the Trustee shall proceed first and directly against the Guarantor under this Guaranty without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by the Issuer or the Trustee. Before taking any action hereunder, the Trustee may require that satisfactory indemnity be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or wilful misconduct, by reason of any action so taken.

The right to enforce this Guaranty is vested exclusively in the Trustee for the equal and pro rata benefit of all owners at any time of the Bonds, unless the Trustee refuses or neglects to act within a reasonable time after being requested in writing to do so by the owners of at least twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding and after being furnished satisfactory indemnity as aforesaid, in which event the owner of any of the Bonds may thereupon so act in the name and behalf of the Trustee or may so act in his own name in lieu of action by or in the name and behalf of the Trustee. Except to the extent allowed above, no owner of any of the Bonds shall have the right to enforce this Guaranty, and then only for the equal and pro rata benefit of the owners of all the Bonds.

Any recovery had by any owner of any Bonds shall be deemed to thereby reduce the amount of any recovery hereunder to which the Trustee may be entitled, and such owner shall thereupon, to the extent of such recovery, be excluded from participating in any amount so recovered by the Trustee.

Notwithstanding anything to the contrary contained in this Guaranty, any enforcement of or recovery under this Guaranty shall be limited from and against the Guarantor only and no claim or recovery may be made against any member, partner, officer, director or other beneficial owner of the Guarantor.

Section 5.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default, event of default, omission or failure of performance hereunder shall impair any such right or power or be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Guaranty, it shall not be necessary to physically produce the Bonds in any proceedings instituted by the Trustee or to give any notice, other than such notice as may be herein expressly required.

Section 5.4 Guaranty for Benefit of Trustee and Owners of the Bonds. This Guaranty is entered into by the Guarantor for the benefit of the Trustee and the owners of the Bonds and any successor trustee or co-trustee and their respective successors and assigns under the Indenture, all of whom shall be entitled to enforce performance and observance of this Guaranty, subject to the provisions of Section 5.2 hereof, and of the guarantees and other provisions herein contained to the same extent as if they were parties signatory hereto. This Guaranty and the rights hereunder may not be assigned to or benefit any party other than the Trustee and the registered owners of the Bonds.

Section 5.5 Remedies Cumulative. The terms of this Guaranty may be enforced as to any one or more breaches, either separately or cumulatively.

ARTICLE VI

WAIVERS, AMENDMENTS AND MISCELLANEOUS

Section 6.1 Waivers, Amendments and Modifications. In the event any provision contained in this Guaranty should be breached by the Guarantor and thereafter duly waived by the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the Trustee. The Trustee shall not consent to any amendment or modification of this Guaranty or waive any of the provisions hereof without the written approval or consent of the owners of (i) not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds at the time outstanding given as herein provided with respect to an amendment, modification or waiver of any of the provisions of Article III hereof, or (ii) all of the Bonds at the time outstanding given as herein provided with respect to any other amendment, modification or waiver hereof. If at any time, the Guarantor shall request the consent of the Trustee to any such proposed amendment, change or modification of this Guaranty or the waiver of any of the provisions hereof, the Trustee shall (except as hereinafter set forth), upon being satisfactorily indemnified with respect to its fees and expenses, cause notice of such proposed amendment, change, modification or waiver to be mailed, first class mail, postage prepaid, to all owners of outstanding Bonds. Such notice shall briefly set forth the nature of such proposed amendment, change, modification or waiver and shall state that copies of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all owners of the Bonds. If, within sixty (60) days or such longer period as shall be prescribed by the Trustee following the mailing of such notice, the owners of not less than the requisite percentage of outstanding Bonds as required in this Section 6.1 shall have consented to and approved the execution of such amendment, change, modification or waiver of this Guaranty as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Guarantor from executing the same or from taking any action pursuant to the provisions thereof.

In no event shall any amendment be made without the written consent of the Guarantor.

No amendment, change, modification, alteration or termination of the Lease Agreement shall be effective that would in any way increase the Guarantor's obligations under this Guaranty without obtaining the prior written consent of the Guarantor.

Section 6.2 Effective Date. The obligations of the Guarantor hereunder shall arise absolutely and unconditionally when any Bonds shall have been initially issued, sold and delivered by the Issuer as contemplated in the Indenture.

Section 6.3 Governing Law. This Guaranty and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed and interpreted according to the laws of the State of Georgia.

Section 6.4 Entire Agreement; Counterparts. This Guaranty constitutes the entire agreement, and supersedes all prior agreements, both written and oral, between the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6.5 Severability. If any provision of this Guaranty shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any Constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 6.6 Notices. Unless otherwise specified herein, it shall be sufficient service or giving of any notice, request certificate, demand or other communication if the same shall be sent by, and all notices required to be given by mail shall be given by, first class registered or certified mail, return receipt requested, or by private courier service which provides evidence of delivery, postage or other charges prepaid, or sent by telecopy or other electronic means which produces evidence of transmission, confirmed by first class mail, and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission. Unless a difference address is given by any party as provided in this Section, all such communications shall be addressed (except as otherwise specifically provided herein) as follows:

(a) If to the Guarantor:

Equifax Inc.
[______]
[______]
Attn: [______]

with a copy to:

Miller & Martin PLLC
1180 W Peachtree Street, NW, Suite 2100
Atlanta, Georgia 30309
Attention: Bruce C. McCall, Esq.
Telephone: (404) 962-6472

(b) If to the Trustee:

Synovus Bank
800 Shades Creek Parkway
Birmingham, Alabama 35209
Attention: Corporate Trust Department
Telephone: (205)-868-4873
Facsimile: (205)-868-4884

Either party may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 6.7 Headings. The headings of the several Articles and Sections of this Guaranty are for convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

Section 6.8 Successors. This Guaranty shall be binding upon the undersigned Guarantor and its successors and assigns and shall inure to the benefit of, and shall be enforceable by, the Trustee and its successors and assigns and, subject to the provisions of Section 5.2 hereof, the owners of the Bonds until the expiration or termination of the Lease Agreement pursuant to the provisions thereof.

Section 6.9 Attorney's Fees. Notwithstanding anything to the contrary contained in this Guaranty, any recovery of attorney's fees allowed hereunder as against Guarantor shall be limited to reasonable attorney's fees actually incurred without regard to any statutory presumption as to amount.

Section 6.10 Exculpation. Trustee agrees that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, member, partner, principal, parent, subsidiary or other affiliate of Guarantor arising out of or in connection with this Guaranty or the transactions contemplated hereby. Trustee agrees to look solely to Guarantor and its assets for the satisfaction of any liability or obligation arising under this Guaranty or the transactions contemplated hereby.

Section 6.11 Acknowledgement of Subordination. Notwithstanding anything contained herein, this Guaranty and the Trustee's rights and remedies against the Guarantor are subject and subordinate in all respects to all liens and security interests granted by Guarantor to any Lender that has made a loan to the Company in order to provide financing or refinancing for the Project with respect to or in connection with such loan, and to all modifications, extensions, refinancings (where such liens or security interests continue) or renewals of such liens or security interests.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed in its name and behalf.

EQUIFAX INC.,
a Georgia corporation

By: ___________________________
Name/Title

[Signature page to Guaranty Agreement]

Accepted as of this ____ day of ______________,
2025, by SYNOVUS BANK, as Trustee

By:_______________________________________
Name/Title

(CORPORATE SEAL)

[Signature page to Guaranty Agreement]

HOME OFFICE PAYMENT AGREEMENT

THIS HOME OFFICE PAYMENT AGREEMENT, made and entered into as of the [__] day of [______], 2025, among SYNOVUS BANK, as trustee (the "Trustee"), the DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA (the "Issuer"), and EQUIFAX INC., in its capacity as purchaser of the Bonds hereinafter described (in such capacity, the "Purchaser") and in its separate capacity as lessee of the Project financed with the proceeds of the Bonds (in such capacity, the "Lessee");

W I T N E S S E T H:

WHEREAS, the Issuer was duly created and existing pursuant to an act of the General Assembly of the State of Georgia, known as the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62-1, et seq.), as amended (the "Act") and an activating resolution of the Mayor and Council of the City of Alpharetta, Georgia, duly adopted on February 23, 1981; and

WHEREAS, under the Act, the Issuer has, among others, the power to (a) acquire, construct and install "projects" (as defined in the Act) and (b) issue revenue bonds for the purpose of paying, in whole or in part, the costs of any project or to refund any revenue bonds previously issued by the Issuer; and

WHEREAS, the Issuer proposes to issue one or more series of its Taxable Revenue Bonds (Equifax Inc. Project), Series 2025, in the aggregate principal amount not to exceed $37,000,000 (the "Bonds") pursuant to a resolution, adopted on [______], 2025 (the "Resolution"), and an Indenture of Trust, dated as of [______], 2025 (the "Indenture"), between the Issuer and the Trustee, in order to finance the acquisition, construction, development, renovation, improvement and equipping of an existing building to transition current space from a data center to a larger workspace for its expanding corporate technology team, as part of its transition to cloud-based IT operations, located at 1505 Windward Concourse in Alpharetta, Georgia (the "Project"), for lease by the Issuer to the Lessee pursuant to a Lease Agreement, dated as of [______], 2025 between the Issuer and the Lessee; and

WHEREAS, the Lessee proposes to purchase the Bonds; and

WHEREAS, the Trustee, the Issuer, the Purchaser and the Lessee propose to enter into this Home Office Payment Agreement (this "Agreement"), pursuant to which the Lessee will agree, among other things, to pay directly to the Purchaser the moneys sufficient to provide for the payment of the debt service on the Bonds as provided in Section 208 of the Indenture; and

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee, the Issuer, the Purchaser and the Lessee DO HEREBY AGREE, as follows:

1.

This Agreement shall become effective upon the date of issuance and delivery of the Bonds and shall continue in effect until the principal and the interest on the Bonds shall have been fully paid pursuant to the provisions of the Resolution and the Indenture.

2.

In lieu of Lessee paying the rental obligations under the Lease to the Trustee, and the Trustee then using the same to pay the debt service of the Bonds to the Purchaser, it is agreed that the Lessee will provide for the payment of the debt service on the Bonds (by ledger entry if the Lessee is also the holder of the Bonds) on the due date directly to the Purchaser at the following address:

Equifax Inc.
[______]
[______]
Attn: [______]

3.

The Issuer agrees that all amounts payable to the Purchaser with respect to any Bond held by the Purchaser or its nominee shall be made to the Purchaser (without any presentment thereof, except upon payment of the final installment of principal, and without any notation of such payment being made thereon) in such manner or at such address in the United States as may be designated by the Purchaser in writing to the Trustee and the Issuer. Any payment made in accordance with the provisions of this Agreement shall be accompanied by information satisfactory to Purchaser to identify the source and proper application of such payment. The Purchaser agrees to notify the Trustee in writing of any failure of the Lessee to make any payment of principal of or interest on the Bonds when due, and the Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing. The Purchaser agrees that if any Bonds are sold or transferred it will notify the Issuer, the Trustee and the Lessee in writing of the name and address of the transferee, and it will, prior to delivery of such Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof. The rights and obligations of the Issuer, the Lessee and the Purchaser under this Agreement shall not be assignable upon the transfer of the Bonds or any portion thereof. Upon any assignment or transfer of the leasehold interest permitted under the Lease Agreement and the corresponding transfer of the Bonds, the Issuer and the Trustee agree to enter into a replacement agreement in form and substance substantially similar to this Agreement, for the benefit of any such permitted assignee as of the effective date of such assignment. So long as this Agreement is in effect as to any Bond, the Trustee shall have no obligations as paying agent in respect to such Bond, nor shall it be obligated to collect rental payments, pursuant to the Lease, to act as Bond Registrar or to take any other action in respect thereof, except at the express written direction of the Lessee or the Issuer.

4.

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

5.

This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

6.

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

7.

Except as otherwise provided in this Agreement, subsequent to the initial issuance of the Bonds and prior to Payment in Full of the Bonds, this Agreement may only be amended, changed, modified, altered or terminated by the written agreement of the Purchaser and the Lessee and may not be effectively amended, changed, modified, altered or terminated without the concurring or prior written consent of the Trustee; provided, however, the Trustee shall consent in writing to any amendment, change, modification, alteration or termination of this Agreement if the Purchaser and the Lessee agree in writing to such amendment, change, modification, alteration or termination.

8.

Notwithstanding anything to the contrary contained herein, in any of the other documents evidencing the transaction as described in the documents relating to the Bonds to which the Company is a named party signatory, or in any other instruments, certificates, documents or agreements executed in connection with the transaction (collectively, the "Relevant Documents"), no recourse under or upon any obligation, representation, warranty, promise or other matter whatsoever shall be had against any of the direct or indirect constituent members, affiliates, subsidiaries or partners of the Company or the direct or indirect partners, shareholders, members, officers, directors, employees, agents and representatives (collectively, the "Non-Recourse Parties") of the Company or such Non-Recourse Parties (other than the Company under the Guaranty Agreement), and neither the Issuer nor their respective successors and assigns, shall have any right to assert any liability whatsoever under or with respect to the Relevant Documents against, or to satisfy any claim or obligation arising thereunder against, any of such Non-Recourse Parties of the Company, such constituent partners or members or out of any of their assets (other than the Company under the Guaranty Agreement).

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written.

SYNOVUS BANK, as Trustee

(CORPORATE SEAL)

By: ________________________________
Dean Matthews
Managing Director

(Signature Page to Home Office Payment Agreement)

DEVELOPMENT AUTHORITY OF
ALPHARETTA, GEORGIA

By: ________________________________
Chair

(SEAL)

Attest:

____
Secretary-Treasurer

(Signature Page to Home Office Payment Agreement)

EQUIFAX INC.,
a Georgia corporation

By: ___________________________
Name/Title

(Signature Page to Home Office Payment Agreement)

MEMORANDUM OF AGREEMENT
REGARDING LEASE STRUCTURE AND
VALUATION OF LEASEHOLD INTEREST

THIS MEMORANDUM OF AGREEMENT REGARDING LEASE STRUCTURE AND VALUATION OF LEASEHOLD INTEREST AMONG EQUIFAX INC., a Georgia corporation (the "**Company**"), the DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA (the "**Authority**") and the FULTON COUNTY BOARD OF ASSESSORS (the "**Board**") relating to financing or refinancing, directly or indirectly, in whole or in part, the development and construction of an office building located at 1505 Windward Concourse in Alpharetta, Georgia.

The Company has evaluated the feasibility of financing or refinancing, directly or indirectly, in whole or in part, the development and construction of an existing building to transition current space from a data center to a larger workspace for its expanding corporate technology team, as part of its transition to cloud-based IT operations, located at 1505 Windward Concourse in Alpharetta, Georgia (the "**Project**"), to be owned by the Authority and leased to the Company. The Project is located in the City of Alpharetta, Fulton County, Georgia on land more particularly described on Exhibit A attached hereto (the "**Project Site**"). Personal property, fixtures and equipment (the "**Equipment**") related to the Project are more particularly described on Exhibit B attached hereto and made part hereof.

The Company estimates that by [December 31, 2026], it would have theretofore made or caused to be made aggregate capital expenditures of approximately $37,000,000 towards the acquisition, construction, equipping, installation and leasing of the Project on behalf of the Authority, for lease to the Company. The Project will generate and retain, directly or indirectly, approximately 244 new employees, all for individuals able to present the paperwork necessary to obtain legal employment. The parties agree that nothing herein contained shall be construed as an attestation by the Board or the Authority as to the economic viability of the Project. The parties acknowledge that they have entered into this Memorandum in good faith, and that the Board and the Authority make no representations or warranties regarding any outcome or consequences of any future legal challenges.

In order to induce and facilitate the development of the Project within the City of Alpharetta, Fulton County, upon the Company's request the Authority will make available to the Company conduit taxable revenue bond financing in an amount not to exceed $37,000,000 (the "**Bond Financing**"), which will directly or indirectly cover all or a part of the anticipated capital investment at the Project, and the Board proposes to utilize the *ad valorem* valuation methodology set forth in this Memorandum.

Under the proposed transaction and contemporaneously with, or subsequent to, the closing of the Bond Financing, the Company would transfer the Project and all components thereof, as then existing, to the Authority, or cause the same to be so transferred, and the Authority and the Company would enter into a lease agreement with respect to the Project (the "**Lease**," substantially in the form attached hereto as Exhibit C) under which the Authority would lease the Project as then or thereafter existing to the Company. The Company's rental payments under the Lease would be an amount sufficient, and would be payable at such times, as would permit the Authority to pay the principal of and interest on the bonds issued as part of the Bond Financing related to the Project (the "**Bonds**") as and when the same become due and payable. The Lease would grant to the Company an option to acquire the Project at the termination of the Lease; provided that appropriate provision is made for the retirement of the Bonds prior to or in connection with any such conveyance of the Project at the termination of the Lease. The Lease contains provisions permitting the assignment of the Company's interest thereunder pursuant to certain conditions and requirements.

The Company may purchase the Bonds itself or through an affiliate of the Company, or may otherwise arrange for purchase of the Bonds issued by the Authority. If the Company or any affiliate of the Company is the holder of all outstanding Bonds, the Company may prepay all Lease rentals and all Bond indebtedness by surrendering the Bonds or causing the Bonds to be surrendered to the Authority for cancellation.

It is anticipated that legal transfer of the Project to the Authority and the execution and delivery of the Lease between the Company and the Authority therefor would occur on or before December 31, 2025. The receipt of an initial certificate of occupancy (whether temporary or final, whichever is received first) for any portion of the Project, shall constitute the completion date (the "**Completion Date**") for purposes of this Memorandum. As to be provided in the Lease, the Company will have access to and control of the Project prior to the Completion Date in order to complete the acquisition, renovation, construction, equipping, installation and leasing of the Project. The term of the Lease will expire on or about ten years from the date of the Completion Date.

All parties to this Memorandum recognize and agree that the Authority is not subject to *ad valorem* taxation on its interest in either the real property or the personal property portions of the Project. The parties further understand and agree that the Company will be subject to *ad valorem* taxation on its leasehold interest of the Project (the "**Leasehold Interest**"). Pursuant to O.C.G.A. § 36-80-16.1(e) and the decision of the Supreme Court of Georgia in *W.C. Harris, et al. vs. DeKalb County Board of Tax Assessors,* 248 Ga. 277 (1981) (the "*Harris Case*"), which permits the Board to agree in advance to fixed or percentage, reasonable and non-arbitrary valuation methods, the parties (including any assignee of the Company pursuant to an assignment in accordance with the applicable provisions of the Lease) desire to agree upon an appropriate, reasonable and non-arbitrary methodology for valuation of the Leasehold Interest. The Board acknowledges and attests to its familiarity with the form of Lease attached hereto as Exhibit C, and expressly confirms that it will discharge its official responsibility relating to the valuation of property within Fulton County for ad valorem tax purposes by appraising and valuing the fair market value of the Leasehold Interest in accordance with applicable law, including specifically *Sherman v. Fulton County Board of Assessors, et al.*, 288 Ga. 88 (2010), *SJN Properties, LLC v. Fulton County Board of Assessors, et al.*, 296 Ga. 793 (2015) and the *Harris Case* and the valuation technique therein set forth.

In order to provide the Company with sufficient information and certainty upon which it can base its decision to carry out the Project in Fulton County, the parties agree that it is important to set forth the methodology by which it is agreed that the Leasehold Interest of the Company in the Project will be valued for *ad valorem* property purposes. That methodology, which represents the utilization by the Board of the "income approach to appraisal" with a reasonable and non-arbitrary discounted cash flow analysis for the successive years of the Lease term, is as follows:

1. It is expected that the Project will be completed by [December 31, 2026]. There will be no value to the Leasehold Interest of the Company in the Project prior to the Completion Date with respect to the Project in accordance with the precedent established in the *Harris Case*. Thus, there will be no *ad valorem* real property or personal property taxes on any assets acquired by the Authority in connection with the Project prior to January 1 of the year immediately following the Completion Date (the "**Tax Commencement Date**"). Notwithstanding the foregoing, or anything herein to the contrary or any precedent under the *Harris Case*, to the extent that any property conveyed to the Authority as part of the Project was subject to *ad valorem* taxation in Fulton County prior to such conveyance, the Company hereby agrees that such property shall remain subject to taxation in Fulton County until the Tax Commencement Date, and the Company agrees to tender timely tax payment amounts to Fulton County, based on the assessed value of such property for tax purposes immediately prior to the conveyance of such property to the Authority. However, if the zoning of the property conveyed to the Authority as part of the Project is changed or revised prior to the grant of the certificate of occupancy, the Board is authorized to utilize the changed or revised zoning in assessing such property. The value determined by the changed or revised zoning shall be the value the Company uses to tender timely tax amounts to Fulton County until a certificate of occupancy is granted.

2. Beginning on the Tax Commencement Date and during each year of the Lease following the Tax Commencement Date, the Leasehold Interest of the Company in the assets acquired and owned by the Authority will be subject to taxation by the applicable governmental jurisdiction at the fair market value of the Leasehold Interest in that year. The first step in this process is to value the fee simple interest in the underlying assets, as determined by the Board in accordance with standard appraisal methodology selected by the Board. Once the fair market value of these assets is determined, the Leasehold Interest will be valued for *ad valorem* tax purposes based on the following ten (10) year schedule, which has been determined based on the precedent established in the *Harris Case* and utilizes approximate percentages to reflect the discounted cash flow analysis, with a seven percent (7%) discount rate over the successive years of said ten (10) year schedule (the "**Ramp-Up Formula**"). All parties hereto understand and agree that the Board may in its discretion employ any appropriate appraisal methodology it selects to value the property and that the only appropriate methodology for determining the present value of the Company's interest in the property is the income approach upon which the Ramp-Up Formula set forth below is based. It is agreed that the fair market value of the Leasehold Interest of the Company in such assets shall increase as the Lease term progresses and for any year will equal the "applicable percentage" for such year as described above and as set forth below, multiplied by the fair market value of the fee interest of such assets in such year. The applicable percentage in each year during this ten (10)-year period will be as follows:

First Year	50%
Second Year	55%
Third Year	60%
Fourth Year	65%
Fifth Year	70%
Sixth Year	75%
Seventh Year	80%
Eighth Year	85%
Ninth Year	90%
Tenth Year	95%

Following the tenth (10^{th}) year, the Leasehold Interest of the Company with respect to the Project will be subject to taxation at 100% of the fair market value of the fee interest.

3. The determination of the fair market value of the fee interest in any asset in any year following the Tax Commencement Date (prior to being reduced by the applicable percentage) will be subject to periodic reassessment, for which the Board will employ its standard valuation methods. The fair market value of the Leasehold Interest valued thereunder, after being reduced by the applicable percentage, shall be multiplied by 40% to determine the assessed value of each such category for such year and thereafter multiplied by the millage rate established by Fulton County, the City of Alpharetta, the Fulton County School District and any other applicable municipality, to the extent the Project is located within the geographical boundaries of such other municipality, with respect to such year, to determine the *ad valorem* tax for such year.

On an annual basis, the Company shall return the property comprising the Project for *ad valorem* taxation purposes in Fulton County and shall also deliver to the Authority and the Board on or before the anniversary date of this Memorandum such additional documentation and information as may be necessary in order for the Board to value the Project and portions thereof. It is the responsibility of the Company to provide to the Authority and the Board a copy of the initial certificate of occupancy (whether temporary or final) received for any portion of the Project in order for the Board to properly value the Project and apply the above schedule.

By their signature appearing at the end of this Memorandum, all parties (including any assignee of the Company pursuant to an assignment in accordance with the applicable provisions of the Lease) acknowledge having reviewed the specific terms of the Lease and now concur in the above valuation of the Leasehold Interests for *ad valorem* tax purposes by the Board.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Dated as of the ____ day of _________, 2025.

FULTON COUNTY BOARD OF ASSESSORS

By: ______________________________
Name: ____________________________
Title: ____________________________

Fulton County Parcel ID #[______]

[SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT REGARDING LEASE STRUCTURE AND VALUATION OF LEASEHOLD INTEREST]

DEVELOPMENT AUTHORITY
OF ALPHARETTA, GEORGIA

By: ______________________________________
Chair

Attest: ____________________________________
Secretary-Treasurer

[SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT REGARDING LEASE STRUCTURE AND VALUATION OF LEASEHOLD INTEREST]

EQUIFAX INC.,
a Georgia corporation

By: ___________________________
Name/Title

[SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT REGARDING LEASE STRUCTURE AND VALUATION OF LEASEHOLD INTEREST]

EXHIBIT A

LEGAL DESCRIPTION

[to be inserted]

<u>EXHIBIT B</u>

EQUIPMENT

None.

EXHIBIT C

FORM OF LEASE

[Attached]

STAFF REPORT

Department: Economic Development
Submitted By: Charlie Jewell
Meeting Date: September 2, 2025

AGENDA ITEM:

Lights on the Loop Funding Request - Alpha Loop Foundation

STAFF RECOMMENDATION:

This item is being presented for Work Session discussion purposes only. A formal vote is not requested for this item.

ITEM DESCRIPTION:

The Alpha Loop Foundation is requesting a $10,000 to $20,000 contribution from the Alpharetta Development Authority to support its 2025 Lights on The Loop month-long event.

The funds would be used to promote the event, provide for additional programming during the month-long event, event marketing and programming to all businesses along the loop corridor and surrounding areas, and list the Development Authority as a sponsor.

This item is being presented for discussion purposes only during the Work Session; no formal action or vote is requested at this time. The Work Session will provide an opportunity for the Development Authority to discuss the request and include a presentation by the Alpha Loop Foundation.

ATTACHMENTS:

1. Lights on the Loop Overview

Lights on the Loop 2025

🎄 Lights on the Loop 2025

Presented by the Alpha Loop Foundation
Celebrate the season with Alpharetta's premier holiday experience! *Lights on the Loop* is a month-long celebration featuring a spectacular light display along a one-mile stretch of the Alpha Loop trail. With themed weekends, live entertainment, and a curated Winter Village, this event draws hundreds of visitors and creates unforgettable holiday memories.

✨ Event Overview

- **Dates:** December 5–6, 12–13, 19–20
- **Time:** 5:30 PM – 8:30 PM
- **Admission:** Free (Eventbrite registration encouraged)
- **Location:** Alpha Loop between Old Milton Parkway & Northwinds Parkway
- **Expected Attendance:** 500+ per weekend evening, plus weekday visitors
- **Transportation:** Complimentary parking at 2500 & 2520 Northwinds Parkway; free shuttle service from city parking decks

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🏘️ Winter Village

Located behind 2500 Northwinds Parkway along the Alpha Loop, the Winter Village offers:

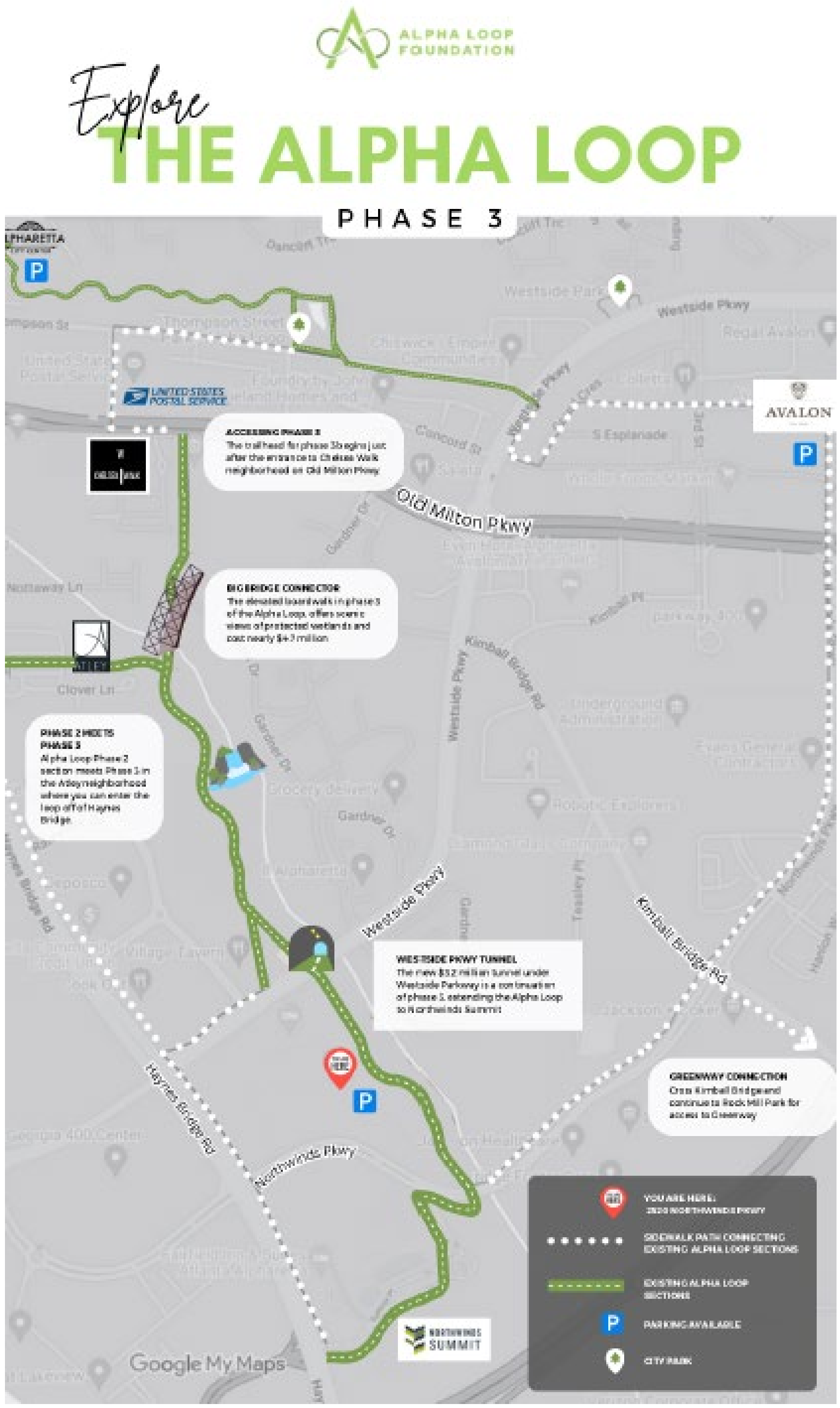
- Artisan vendors and local makers
- Seasonal food and beverage offerings
- Live music and family-friendly entertainment

🎭 Weekend Themes (Tentative)

- **December 5–6:** Winter Health & Wellness
- **December 12–13:** Holiday Music Showcase (featuring local musicians, school choirs, and bands)
- **December 19–20:** Pet-Friendly Weekend (featuring "Paws & Llamas")

🌟 Holiday Lights Schedule

- **Daily Lighting:** 5:00 PM – 11:00 PM
- **Installation:** December 1–4, 2025
- **Deinstallation:** January 5, 2026


ALPHA LOOP FOUNDATION
Explore
THE ALPHA LOOP
PHASE 3
ACCESSING PHASE 3
The trailhead for phase 3 begins just after the entrance to Chelsea Walk neighborhood on Old Milton Pkwy.
BIG BRIDGE CONNECTOR
The elevated boardwalks in phase 3 of the Alpha Loop, offers scenic views of protected wetlands and cost nearly $4.7 million
PHASE 2 MEETS PHASE 3
Alpha Loop Phase 2 section meets Phase 3 in the Atley neighborhood where you can enter the loop off of Haynes Bridge.
WESTSIDE PKWY TUNNEL
The new $3.2 million tunnel under Westside Parkway is a continuation of phase 3, extending the Alpha Loop to Northwinds Summit
GREENWAY CONNECTION
Cross Kimball Bridge and continue to Rock Mill Park for access to Greenway
YOU ARE HERE:
SIDEWALK PATH CONNECTING EXISTING ALPHA LOOP SECTIONS
EXISTING ALPHA LOOP SECTIONS
PARKING AVAILABLE
CITY PARK
Old Milton Pkwy
Westside Pkwy
Kimball Bridge Rd
Haynes Bridge Rd
Northwinds Pkwy
Clover Ln
AVALON
NORTHWINDS SUMMIT
UNITED STATES POSTAL SERVICE
Google My Maps