

**EXHIBIT B**

## **Exhibit B**

### **Fair Market Value Purchase Price**

**The fair market value purchase price shall be determined as follows:**

#### **Appraisal Process**

Within thirty (30) days of College Park's written notice to Atlanta that it is exercising its option to purchase the Wynterbrook Site, Atlanta and College Park shall each select a qualified real estate appraiser. To be a qualified real estate appraiser, the appraiser must have obtained the MAI membership designation given by the Appraisal Institute. The appraisers shall have forty-five (45) days from the date of his/her notice to proceed from College Park and Atlanta, as applicable, to provide both Atlanta and College Park with their complete appraisal reports for the Wynterbrook site. If the appraisers report opinions of Fair Market Value within five percent (5%) of each other, the average of the two appraisals will constitute the Purchase Price. If not, unless the parties agree otherwise, the two appraisers will have fifteen (15) days to agree on a third qualified real estate appraiser who will do an independent appraisal within thirty (30) days thereafter and provide a complete appraisal report to Atlanta and College Park. If the two appraisers selected by Atlanta and College Park fail to select a third appraiser within the fifteen (15) day period, one will be selected by the President of the Atlanta Area Chapter of the Appraisal Institute. The average of the three appraisals will then constitute the Purchase Price. Each party will pay the expenses for the appraiser it selects and the expenses of any third appraiser will be split fifty/fifty (50/50) between the parties. Any closing of the sale of the Wynterbrook site is conditioned on College Park and Atlanta obtaining any necessary legislative approvals.

#### **Appraisal Considerations**

Atlanta and College Park specifically agree that all appraisers shall prepare their appraisals using standard appraisal principles and be given and required to use the following assumptions in preparing them, in addition to any other factors which they may use in their professional judgment:

- a. The appraisers shall utilize the Survey provided by the Parties hereto, and shall, using their professional discretion and judgment, place a value on the property by a collective valuation of like or similar properties by applying a standard price variable to like properties of varying sizes;

- b. The appraisals shall take into account the flood plain maps applicable to the property as evidenced by National Flood Insurance Program (FIRM) Flood Insurance Rate Map Fulton County, Georgia and Incorporated Areas;
- c. The appraisals shall take into account any and all easements and covenants (specifically the Restrictive Covenant attached to the Order as **Exhibit "A"**) encumbrances or other statutory or regulatory restrictions placed on the property's use by the Seller, the FAA or applicable state and Federal law due to its proximity to Hartsfield-Jackson International Airport, specifically including, but not limited to, applicable noise reduction construction requirements, and height restrictions and aviation easements attached to the Order as **Exhibit "C"**.)

Each appraiser shall acknowledge in writing that he or she has received these considerations and will specifically reference them in his/her appraisal reports.