
Agenda
Tuesday, January 14, 2025 ◊ 1:00 PM
107 S. Jefferson Avenue, Eatonton, GA 31024

Opening

1. Call to Order

Minutes

2. Approval of Minutes - November 12, 2024

Financials

3. Approval of Financials
 - a. November 2024
 - b. December 2024

Reports

4. Economic Development Director Report

Regular Business

5. Approval of 2025 PDA Meeting Schedule
6. Selection of 2025 PDA Officers
7. Approval of Construction Costs for 107 S Jefferson Avenue
8. Memorandum of Understanding between Putnam Development Authority and Harmony Road GA, LLC

Other Business

9. Other Business

Next Meeting Items

10. Next Meeting Items

Closing

11. Adjournment

The Putnam Development Authority reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the PDA members, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The authority can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-1877 to allow the Authority to make reasonable accommodations for those persons.

File Attachments for Item:

2. Approval of Minutes - November 12, 2024



Minutes

Tuesday, November 12, 2024 ◊ 1:00 PM
107 S. Jefferson Avenue, Eatonton, GA 31024

The Putnam Development Authority met on Tuesday, November 12, 2024 at approximately 1:12 PM in the Putnam Development Authority Office, 107 S. Jefferson Avenue, Eatonton, Georgia.

PRESENT

- Chairman Walt Rocker III
- Member Patty Burns
- Member Brice Doolittle
- Member Mylle Mangum
- Member John Wojtas

OTHERS PRESENT

- Attorney Kevin Brown (by phone)
- Economic Development Director Matt Poyner

Opening

- 1. Call to Order

Chairman Rocker called the meeting to order at approximately 1:12 p.m.
(Copy of agenda made a part of the minutes.)

- 2. Presentation by Paul Allen regarding the ACT WorkKeys program

Paul Allen with the High Demand Carrer Initiative of Middle Georgia gave a presentation on the ACT WorkKeys program. The program is an assessment for emerging, current, and transitioning employees to provide a baseline of their abilities for growth withing a company. Additionally, employers are asked to be a sponsor for the ACT WorkKeys program which states that they will provide interviews to employees who have taken the assessment, not a guarantee to hire these individuals.

Minutes

- 3. Approval of Minutes – October 8, 2024 Regular Meeting

Motion to approve the October 8, 2024 Regular Meeting Minutes.

Motion made by Member Mangum, Seconded by Member Doolittle. Voting Yea: Chairman Rocker, Member Burns, Member Doolittle, Member Mangum

Financials

- 4. Approval of Financials – October 2024. Member Burns reviewed the financials.

Motion to approve August 2024 Financials.

Motion made by Member Wojtas, Seconded by Member Doolittle. Voting Yea: Chairman Rocker, Member Burns, Member Doolittle, Member Mangum (Copy of financials made a part of the minutes.)

(Copy of financials made a part of the minutes.)

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November 12, 2024		

Reports

5. Economic Development Director Report
Executive Director Matt Poyner reported the following:
(Copy of report made a part of the minutes)

- Administrative
 - o Transfer funds
 - o DCA registration
- Business & Industry Company Contacts
 - o Business Retention & Expansion (BREP) Survey
- Workforce Development
 - o PCCA Board Training
- Marketing & Branding
 - o Tytan Pictures
 - o Signage on 107 S Jefferson Avenue window
- Project Status
 - o Project Activity
- Rock Eagle Technology Park
 - o Miscellaneous
- South Industrial Park
 - o Property Overview

Regular Business

6. Ratification of Release of Securities Pledged with Farmers & Merchants Bank
Motion to approve the ratification to release securities pledged with Farmers & Merchants Bank. Motion made by Member Mangum, Seconded by Member Burns. Voting Yea: Chairman Rocker, Member Burns, Member Doolittle, Member Mangum, Member Wojtas.

Other Business

7. Other Business
None

Next Meeting Items

8. Next Meeting Items
None

Executive Session

9. Action, if any, resulting from the Executive Session
None

Closing

10. Adjournment
Motion to adjourn the meeting.
Motion made by Member Mangum, Seconded by Member Burns. Voting Yea: Chairman Rocker, Member Burns, Member Doolittle, Member Wojtas

Meeting adjourned at approximately 2:07.

ATTEST:

Matt Poyner

Walt Rocker III

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November 12, 2024		

File Attachments for Item:

3. Approval of Financials

a. November 2024

b. December 2024

Putnam Developmental Authority

Balance Sheet

As of November 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 Checking	0.00
10001 Checking-FMB	6,241.23
10050 One Georgia Funds	0.00
10055 The Peoples Bank	299,793.16
10100 Certificate of Deposit 11369	0.00
10200 Certificate of Deposit 14039	0.00
10300 Certificate of Deposit 42072	0.00
10400 Certificate of Deposit-22022	0.00
10500 Certificate of Deposit-28810	0.00
10600 Certificate of Deposit-24251	0.00
10700 Certificate of Deposit-22439	0.00
10800 Certificate of Deposit	49,982.45
Total Bank Accounts	\$356,016.84
Other Current Assets	
11605 Due from Others	0.00
11700 CIP	25,357.50
12007 Prepaid Insurance	3,896.00
Total Other Current Assets	\$29,253.50
Total Current Assets	\$385,270.34
Fixed Assets	
11100 10 ac. N. Park	200,000.00
11200 5 ac. N. Park	100,000.00
11225 Land	0.00
11250 Building-Tech College	1,000,000.00
11300 Tech. College Property	472,349.60
11350 Rock Eagle Land Improvements	660,561.00
11355 Rock Eagle Rech. Accum Deprecia	-62,386.40
11400 Mach & Equip (Haband)	0.00
11500 142 Ac. Indust Blvd	300,000.00
11600 130 Ac. RE Tech. Park	1,029,600.00
11750 S Jefferson Avenue	173,520.40
11751 building-Old Hotel	0.00
15000 Furniture and Equipment	24,602.12
Total Fixed Assets	\$3,898,246.72

Putnam Developmental Authority

Balance Sheet As of November 30, 2024

	TOTAL
Other Assets	
12001 Note Receivable-Lease Purch Aar	0.00
12005 Note Rec-Aaron	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$4,283,517.06
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
11360 Accum Depr-Building	318,038.21
11420 Accum Depr-Mach & Equip	0.00
12200 Account Payable	0.00
12300 Retainage Payable	0.00
18050 Accrued Payroll	667.00
Total Other Current Liabilities	\$318,705.21
Total Current Liabilities	\$318,705.21
Total Liabilities	\$318,705.21
Equity	
30000 Opening Balance Equity	3,367,924.20
31000 Restricted Net Assets	0.00
32000 Unrestricted Net Assets	613,647.67
Net Income	-16,760.02
Total Equity	\$3,964,811.85
TOTAL LIABILITIES AND EQUITY	\$4,283,517.06

Putnam Developmental Authority

Profit and Loss YTD Comparison

November 2024

	TOTAL	
	NOV 2024	OCT - NOV, 2024 (YTD)
Income		
46400 Other Types of Income		
46410 County Funding	10,000.00	20,000.00
46450 Lease payments		3,500.00
Total 46400 Other Types of Income	10,000.00	23,500.00
Total Income	\$10,000.00	\$23,500.00
Expenses		
62800 Facilities and Equipment		
62820 Electricity	181.99	446.94
62830 Repairs & Maintenance	97.00	397.00
Total 62800 Facilities and Equipment	278.99	843.94
63000 Professional Fees		
63003 Accounting/Audit	480.00	480.00
63004 Executive Director		5,774.82
63005 County Clerk		4,712.28
63006 Legal Fees		1,311.64
Total 63000 Professional Fees	480.00	12,278.74
65100 Other Types of Expenses		
65106 Telecommunications	152.05	304.10
65110 Advertising Expenses	4,775.00	9,550.00
65142 Office and General Supplies	14.60	14.60
65154 Utilities	139.97	139.97
65154a IT	748.23	748.23
Total 65154 Utilities	888.20	888.20
65155 Bank Service Charges	5.95	11.90
Total 65100 Other Types of Expenses	5,835.80	10,768.80
65144 Employee Expenses		
65145 Full Time Staff Salaries	5,574.82	5,574.82
65146 Part Time Salaries	4,086.00	4,086.00
65152 Payroll Taxes	3,602.36	6,804.72
Total 65144 Employee Expenses	13,263.18	16,465.54
Total Expenses	\$19,857.97	\$40,357.02
NET OPERATING INCOME	\$ -9,857.97	\$ -16,857.02
NET INCOME	\$ -9,857.97	\$ -16,857.02

Putnam Developmental Authority

Balance Sheet

As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 Checking	0.00
10001 Checking-FMB	7,052.51
10050 One Georgia Funds	0.00
10055 The Peoples Bank	299,787.21
10100 Certificate of Deposit 11369	0.00
10200 Certificate of Deposit 14039	0.00
10300 Certificate of Deposit 42072	0.00
10400 Certificate of Deposit-22022	0.00
10500 Certificate of Deposit-28810	0.00
10600 Certificate of Deposit-24251	0.00
10700 Certificate of Deposit-22439	0.00
10800 Certificate of Deposit	49,982.45
Total Bank Accounts	\$356,822.17
Other Current Assets	
11605 Due from Others	0.00
11700 CIP	25,357.50
12007 Prepaid Insurance	3,896.00
Total Other Current Assets	\$29,253.50
Total Current Assets	\$386,075.67
Fixed Assets	
11100 10 ac. N. Park	200,000.00
11200 5 ac. N. Park	100,000.00
11225 Land	0.00
11250 Building-Tech College	1,000,000.00
11300 Tech. College Property	472,349.60
11350 Rock Eagle Land Improvements	660,561.00
11355 Rock Eagle Rech. Accum Deprecia	-62,386.40
11400 Mach & Equip (Haband)	0.00
11500 142 Ac. Indust Blvd	300,000.00
11600 130 Ac. RE Tech. Park	1,029,600.00
11750 S Jefferson Avenue	173,520.40
11751 building-Old Hotel	0.00
15000 Furniture and Equipment	24,602.12
Total Fixed Assets	\$3,898,246.72

Putnam Developmental Authority

Balance Sheet As of December 31, 2024

	TOTAL
Other Assets	
12001 Note Receivable-Lease Purch Aar	0.00
12005 Note Rec-Aaron	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$4,284,322.39
<hr style="border-top: 3px double #000;"/>	
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
11360 Accum Depr-Building	318,038.21
11420 Accum Depr-Mach & Equip	0.00
12200 Account Payable	0.00
12300 Retainage Payable	0.00
18050 Accrued Payroll	667.00
Total Other Current Liabilities	\$318,705.21
Total Current Liabilities	\$318,705.21
Total Liabilities	\$318,705.21
Equity	
30000 Opening Balance Equity	3,367,924.20
31000 Restricted Net Assets	0.00
32000 Unrestricted Net Assets	613,647.67
Net Income	-15,954.69
Total Equity	\$3,965,617.18
TOTAL LIABILITIES AND EQUITY	\$4,284,322.39

Putnam Developmental Authority

Profit and Loss YTD Comparison

December 2024

	TOTAL	
	DEC 2024	OCT - DEC, 2024 (YTD)
Income		
46400 Other Types of Income		
46410 County Funding	10,000.00	30,000.00
46450 Lease payments	7,000.00	10,500.00
Total 46400 Other Types of Income	17,000.00	40,500.00
Total Income	\$17,000.00	\$40,500.00
Expenses		
62800 Facilities and Equipment		
62820 Electricity		446.94
62830 Repairs & Maintenance	21.00	418.00
Total 62800 Facilities and Equipment	21.00	864.94
63000 Professional Fees		
63003 Accounting/Audit		480.00
63004 Executive Director		5,774.82
63005 County Clerk		4,712.28
63006 Legal Fees		1,311.64
Total 63000 Professional Fees		12,278.74
65100 Other Types of Expenses		
65106 Telecommunications	152.05	456.15
65110 Advertising Expenses	5,523.32	15,073.32
65142 Office and General Supplies	115.41	130.01
65154 Utilities	419.72	559.69
65154a IT	425.00	1,173.23
Total 65154 Utilities	844.72	1,732.92
65155 Bank Service Charges	5.95	17.85
Total 65100 Other Types of Expenses	6,641.45	17,410.25
65136 Travel/ Meals	258.04	258.04
65144 Employee Expenses		
65145 Full Time Staff Salaries		5,574.82
65146 Part Time Salaries		4,086.00
65152 Payroll Taxes	3,602.36	10,407.08
Total 65144 Employee Expenses	3,602.36	20,067.90
68000 Payroll Expense	5,574.82	5,574.82
Total Expenses	\$16,097.67	\$56,454.69
NET OPERATING INCOME	\$902.33	\$ -15,954.69
NET INCOME	\$902.33	\$ -15,954.69

File Attachments for Item:

4. Economic Development Director Report



JANUARY 14, 2025

Administrative

- Need to transfer funds from People's account to a new account at Farmer's & Merchants Bank and set up CD with 50% of funds available. Existing CD at FMB will mature 1/29/2025.
- Audit process is concluding, much more streamlined this year than in year's past with new submittal process with auditing firm McNair, McLemore & Middlebrooks.
- Putnam County has dropped from a Tier 3 community to a Tier 2 community based on certain economic factors as presented by the Georgia Department of Community Affairs. This new tier designation now allow for 10 net new jobs to be eligible for a credit of \$2,500 per job (Tier 3 = 15 net new jobs for a credit of \$1,250 per job).
- All board members must sit for updated Development Authority board member training in 2025. Dates for ZOOM training are below (two 4-hour sessions):
 - February 26-27
 - April 30 – May 1
 - June 25-26
 - August 13-14

Business & Industry Company Contacts

▪ **Business Expansion:**

- Had a conference call with Candice Scott and a local business planning to expand. Candice has presented the state's statutory incentives for the project. And based on the updated Tier status from the DCA, she has updated the job creation numbers.
- Ted Baker has reached out that an existing industry is interested in purchasing additional property to expand into a new facility with additional job creation. At this point, job numbers and CAPX are unknown.

▪ **Accolades:**

- Marble Works was named Family-Owned Small Business of the Year by the University of Georgia Small Business Development Center.
- Holy Cow was named one of seven small businesses to be featured by the Georgia Department of Economic Development during the Holidays.

Workforce Development

- **Putnam College & Career Academy:**
 - Working with Director of Career Academy to set up opportunities for students to sit for the ACT WorkKeys assessment.
- **MGEA:**
 - Members of our 11 county region have decided to meet on a quarterly basis versus monthly.



Marketing & Branding

- **Office:**
 - Working on finalizing sign to be set on the exterior of the building.
- **Marketing:**
 - Working with Tytan Pictures to set up a feature where the PDA will be explaining our focus and mission to the public to provide engagement and more importantly, an understanding of what the PDA does for the community.
 - Will be engaging web provider to tweak and update our website.

Project Status

- **Project Activity:**

- Working with attorneys to finalize PSA with ER Snell for 10 acres at SIP site. This has become an extremely laborious task as the easements that exist on the property are not being presented from the surveyor to the attorneys in a manner that they are satisfied. Both parties are ready to close when this can be finalized.
- Chemical manufacturer has stated that their test runs were successful and are ready to move forward with the facility in Putnam County. I have engaged a surveying company to handle parceling the 10 acres out of the main tract of land for the title work.

Rock Eagle Technology Park

- **Miscellaneous:**
 - Interest has been shown in purchasing land at the Tech Park. Working through representatives with our partners on the land.

South Industrial Park

- **Property Overview:**

- South Industrial Road has been presented to City Council, and they have accepted the road.
- The 10 acre tract of land has been plated and accepted by Planning & Zoning.

Questions?

Matt Poyner

Director

mpoyner@putnamforward.dev

(478) 747-2219

File Attachments for Item:

5. Approval of 2025 PDA Meeting Schedule



107 S. Jefferson Avenue
 Eatonton, GA 31024
 (478) 747-2219
 www.putnamforward.dev

2025 PROPOSED MEETING SCHEDULE

DATE	DAY	TIME
January 14, 2025	Tuesday	1:00 pm
February 11, 2025	Tuesday	1:00 pm
March 11, 2025	Tuesday	1:00 pm
April 8, 2025	Tuesday	1:00 pm
May 13, 2025	Tuesday	1:00 pm
June 10, 2025	Tuesday	1:00 pm
July 8, 2025	Tuesday	1:00 pm
August 12, 2025	Tuesday	1:00 pm
September 9, 2025	Tuesday	1:00 pm
October 14, 2025	Tuesday	1:00 pm
November 11, 2025 HOLIDAY	Tuesday	1:00 pm
December 9, 2025	Tuesday	1:00 pm

Regular meetings are scheduled to be held in the offices of the Putnam Development Authority at 107 South Jefferson Avenue, Eatonton, GA

Approved _____.

File Attachments for Item:

6. Selection of 2025 PDA Officers

Section 1. Officers

At the first meeting of the Authority in January each year, the members of the Authority shall select a Chairman, a Vice-Chairman, a Secretary/Treasurer, and an Assistant Secretary/Treasurer. The Chairman and the Vice-Chairman must be members of the Development Authority; the Secretary/Treasurer and/or Assistant Secretary/Treasurer may also be members but are not so required to be members of the Development Authority, as the board may so choose upon each such annual election. All officers will serve a one (1) year term. No member shall serve more than three (3), one (1) year terms consecutively as the same officer, except the assistant secretary/treasurer, so long as he or she is not a member of the board. However, once a member have served the maximum-allowable term as on officer, and not so served in the same office for a minimum of one (1) year, such member shall be eligible to serve again in the same office if elected by the other members.

Section 2. Duties of Officers

Chairman: The Chairman shall preside at all meetings of the authority and shall discharge the duties ordinarily pertaining to that office. The Chairman shall sign all contracts on behalf of the authority and shall execute with the Secretary attesting contracts, deeds, and other instruments when authorized by a majority of the members. The Chairman shall vote only in the case of a tie.

Vice Chairman: The Vice Chairman shall act in the absence or disability of the Chairman and shall be fully empowered to perform all of the duties of the chairman when so acting.

Secretary/Treasurer: The Secretary/Treasurer shall be one in the same office holder. The Secretary/Treasurer shall be the custodian of the documents of the authority as well as being the custodian for their funds.

Assistant Secretary/Treasurer: The Assistant Secretary/Treasurer shall act in the absence or disability of the Secretary/Treasurer and shall be fully empowered to perform all of the duties of the Secretary Treasurer when so acting.



117 Putnam Drive
 Eatonton, GA 31024
 (478) 747-2219
www.putnamforward.dev

PDA Officers

2022	
Chairman	Walt Rocker III
Vice-Chairman	John Wojtas
Secretary/Treasurer	Patty Burns
Asst. Secretary/Treasurer	Lynn Butterworth

2023	
Chairman	Walt Rocker III
Vice-Chairman	John Wojtas
Secretary/Treasurer	Patty Burns
Asst. Secretary/Treasurer	Lynn Butterworth

2024	
Chairman	Walt Rocker III
Vice-Chairman	John Wojtas
Secretary/Treasurer	Patty Burns
Asst. Secretary/Treasurer	Lynn Butterworth

File Attachments for Item:

8. Memorandum of Understanding between Putnam Development Authority and Harmony Road GA, LLC

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**Agreement**”) is entered into as of the Effective Date set forth below by and between the **PUTNAM DEVELOPMENT AUTHORITY** (the “**Authority**”), a development authority and public body corporate and politic duly created by local amendment to the Georgia Constitution, 1968 Ga. L. p. 1860, continued by 1985 Ga. L. p. 3955 (collectively, the “**Act**”), and **HARMONY ROAD GA, LLC**, a Georgia limited liability company (the “**Company**”), each a “**Party**” and collectively the “**Parties.**” **PUTNAM COUNTY** (the “**County**”), a county and political subdivision of the State of Georgia (the “**State**”), the **PUTNAM COUNTY SCHOOL DISTRICT** (the “**District**”), the **BOARD OF TAX ASSESSORS OF PUTNAM COUNTY** (the “**Board of Assessors**”) and the **TAX COMMISSIONER OF PUTNAM COUNTY** (the “**Tax Commissioner**”) are each executing an Acknowledgement hereof attached to this Agreement in order to acknowledge their respective agreements to the provisions hereof which are applicable to them, but are not considered to be Parties.

1. THE PROJECT.

1.1. Description of the Project. The “**Project**” shall be a mixed-use market-rate residential rental community, which is currently estimated to consist of approximately 275 units, including 27 units reserved (i) first for applicants with a member of the household that is employed or has accepted an offer of employment from a department or office with the County and its departments (including constitutional officers like Sheriff, Clerk of Court, etc.) and the Board of Education, then (ii) (x) to first responders, such as firefighters, paramedics, emergency medical technicians, nurses, and other emergency medical personnel without a medical doctorate, and (y) to hospitality and retail workers. The Project shall consist of (i) multiple buildings in a variety of styles, building fixtures, building equipment, and other related improvements (the “**Improvements**”), to be constructed and installed by the Company on the below-defined Site; and (ii) the Site described in Section 1.4 below on which the Improvements are to be constructed. The Project is more particularly described on Schedule 1.1 attached hereto and incorporated herein by reference.

1.2. Total Project Costs. “**Total Project Costs**” include all reasonable costs, fees and expenses incurred by the Company in connection with the Project and the issuance of the Bond (defined below). The Company will be responsible for any costs of or related to the Project (including, without limitation, those related to any change orders or cost overruns) to the extent that proceeds of the Bond are not available or are not sufficient to pay such costs.

1.3. Closing. As used herein, the “**Closing**” is the event at which the Bond is issued. References herein to a “**Closing Condition**” are to the optional right of a Party hereto, based on a Closing Condition, to exercise a right provided herein in its favor and to avoid the Closing and terminate this Agreement as provided in Sections 5.4 and 5.5, respectively, below. In connection with the issuance of the Bond, the signatories hereto will also enter into an Economic Development Agreement (the “**EDA**”) to reflect any amendments hereto agreed to prior to the Closing (or to reflect that there are no such amendments).

1.4. The Site. The Company has acquired or will acquire prior to the Closing all or a portion of the site more particularly described on Schedule 1.4 attached hereto and incorporated herein by reference (the “**Site**”).

1.5. Release of Parcels of the Site. The Authority agrees to convey any portion of the Project at the request of the Company, with or without consideration (other than the consideration for this Project recited in the EDA); provided, however, (1) except for any such conveyance in connection with any Superior Security Documents, any proceeds from any such sale, assignment, transfer or conveyance shall be used to prepay or redeem the principal of the Bond or an equivalent principal amount of the Bond shall be cancelled, (2) the remaining portion of the Project shall remain qualified as a “project” under the Act and shall continue to qualify as the Project for which the Bond was judicially validated, (3) the conveyed portion shall be released from the Bond Lease and the other Bond Documents (as defined in the Bond Lease), (4) such conveyance must be made in compliance with all applicable laws, Superior Security Documents, and other agreements and encumbrances affecting such portion, and (5) the Project may not be conveyed as an entirety unless (a) the Bond Lease has been or contemporaneously with such conveyance will be, terminated and the Bond paid in full or cancelled; or (b) such conveyance is otherwise permitted pursuant to the terms and conditions of the Bond Lease. The conveyance or release of any portion of the Project pursuant to this Section 1.5 shall not reduce or otherwise affect the Community Investment Goal (as defined below) and the capital investments made in such portion of the Project so released shall count toward the Company’s satisfaction of the Community Investment Goal. In connection therewith, the Company shall provide the Authority with:

A written request for the transaction, certifying that the indemnities contained in the Bond Lease apply to such transaction, as well as certifying such other matters as the Authority may reasonably request, and agreeing to pay all reasonable costs incurred by the Authority in connection therewith, such as reasonable legal fees and disbursements,

1.5.1. A consent of the Bondholder (as defined in the Bond Lease),

1.5.2. Consents from all Lenders,

1.5.3. In matters involving real estate, real estate descriptions and such other supporting documentation as the Authority may reasonably request, and

1.5.4. the PILOT Payment provided in Schedule 3.2 shall be reduced beginning Year 3 based on equivalent principal reduction in the Bond as provided above.

1.6. Environmental Phase I and Phase II. At or prior to the Closing, the Company shall provide to the Authority, at the Company’s expense, an environmental site assessment report (the “**Phase I Report**”) that summarizes the results of an environmental site assessment (the “**Phase I Assessment**”) of the Site. The Phase I Assessment shall have been conducted by an environmental engineering or consulting firm reasonably acceptable to the Authority and shall be dated less than 180 days prior to the Closing. In addition, the Phase I Report and the Phase I Assessment shall comply with ASTM International Designation E1527-21, “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process,” as the

same may be amended, modified or supplemented from time to time. The Phase I Report (within the body of the Phase I Report) shall expressly authorize reliance on its contents, including its conclusions and any recommendations for further assessment, by the Company and the Authority. If the Phase I Report contains a recommendation for further assessment, the Company shall, at its own expense, commission such further assessment (the “**Phase II Assessment**”). Any Phase II Assessment shall be performed by an environmental engineering or consulting firm reasonably acceptable to the Authority, be conducted and provided to the Authority less than 180 days prior to the Closing, and comply with ASTM International Designation E1903-19, “Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process,” as the same may be amended, modified or supplemented from time to time (the “**ASTM Phase II Standard**”). Any report prepared to summarize the results of such Phase II Assessment shall be prepared in accordance with the ASTM Phase II Standard, be dated less than 180 days prior to the Closing, and expressly authorize (within the body of such report) the Company and the Authority to equally rely on its contents, including its conclusions. The Authority’s and the Company’s satisfaction with the Phase I Assessment (which shall be deemed satisfied if the Phase I Assessment does not contain a recommendation for further assessment) and any Phase II Assessment conducted pursuant to this Section 1.6, together with the Authority’s and the Company’s satisfaction with the environmental condition of the Site, shall be Closing Conditions in favor of the Authority and the Company.

1.7. Development of the Project.

1.7.1. Utilities. The Company shall be responsible for the delivery of water, sewer, natural gas, telecommunications and electricity to the Site that are adequate for the Project. The Company’s ability to acquire governmental approvals or permits to allow for delivery of adequate water, sewer facilities, natural gas telecommunications and electricity by acceptable providers, and to obtain such utilities in quantities and at pressures which are adequate for the Project and acceptable to the Company in its sole discretion, shall each be a Closing Condition in favor of the Company. All tap fees for utilities shall be the responsibility of the Company. The Parties hereto acknowledge that all water components must meet the County specifications.

1.7.2. Design. The Company shall be responsible for the design of the Improvements. The Project will contain certain distinctive features (“**Distinctive Features**”) (i) to develop and provide the type of high-quality market-rate rental residential and mixed-use development that is needed within the County, (ii) that will promote other commercial activity within the County, and (iii) that will complement the operation of other businesses located within the County. The Distinctive Features are described on Schedule 1.6.2 attached hereto and incorporated herein by reference.

1.7.3. Construction, Generally. The Company will be responsible for the construction of the Improvements. Without limitation, the Company may be the contractor, acting as principal for its own account and not as agent of the Authority, or will select the contractor (“**Contractor**”) for such construction and enter into an agreement, as principal and not as agent of the Authority, with the Contractor (if the Company is not the Contractor) or any subcontractor for such construction. The Improvements shall be constructed and installed in compliance with all applicable laws, including, without

limitation, applicable zoning laws, building codes, environmental laws and other restrictions.

1.7.4. Permitted Encumbrances. Without limitation, the Company shall keep the Project free and clear of all liens and encumbrances attributable to the Company, except for Permitted Encumbrances (defined below), and shall in any event indemnify, hold harmless and defend the Authority and its members, officers, employees and representatives from and against any claim, liability or loss arising out of or related to any such lien or encumbrance, including, without limitation, Permitted Encumbrances, provided that if a court of competent jurisdiction determines that any of the provisions of this Section violate O.C.G.A. § 13-8-2, the indemnity contained in this Section shall not extend to any matter for which indemnification is prohibited by O.C.G.A. § 13-8-2. Said indemnity shall survive the Closing and the expiration or earlier termination of this Agreement or the Bond Lease. As used herein, “**Permitted Encumbrances**” shall be defined as any Permitted Exceptions, the Definitive Documents (defined below), and any mortgages, liens, encumbrances or exceptions otherwise specified in this Agreement as being acceptable, or permitted by the Bond Lease. As used herein, “Permitted Exceptions” 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 the Bond Lease, (ii) utility, access or other easements and rights of way, restrictions, reservations, reversions and exceptions in the nature of easements that will not materially interfere with or impair the operations or activities being conducted at the Project, (iii) unfiled and inchoate mechanics’ and materialmen’s liens for construction work in progress, (iv) 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 the Bond Lease, (v) such minor defects, irregularities, encumbrances, easements, rights of way and clouds on title that do not, in the aggregate, materially impair the property affected thereby for the purpose for which it was acquired or is held by the Authority, (vi) exceptions described in any owner’s policy of title insurance that may be procured by the Authority at the request and with the consent of the Company or any leasehold policy of title insurance procured by the Company, and (vii) a Superior Security Document or a Leasehold Mortgage (as both are defined in Section 2.10 below).

1.8. Indemnity by the Company. The Company shall indemnify, hold harmless and defend the Authority and its officials, members, officers, employees and representatives from and against any and all loss, liabilities and claims (including, without limitation, liens and encumbrances resulting from construction and installation activities) that may arise out of or relate to: (a) any act or omission by or attributable to the Company or its vendors, contractors or subcontractors, agents, employees or representatives, related to the Project; or (b) this transaction, including the Bond or the issuance thereof, or the ownership or operation of the Project, provided that if a court of competent jurisdiction determines that any of the provisions of this Section violate O.C.G.A. § 13-8-2, the indemnity contained in this Section shall not extend to any matter for which indemnification which is prohibited by O.C.G.A. § 13-8-2. The indemnities set forth above specifically extend to, but are in no way limited to, governmental or other claims relating to any actual or alleged violation of any federal, state or local environmental laws, rules, or regulations, whether or not any such violation relates to any period prior to the acquisition of the Project by the Authority or its acquisition theretofore by the Company, provided, that such indemnification shall not extend to any claim, liability or loss

resulting from any act of gross negligence or intentional misconduct on the part of or attributable to the particular indemnitee. Said indemnity shall survive the Closing and the expiration or earlier termination of this Agreement and the Bond Lease and the commencement or abandonment of the Project.

1.9. Force Majeure; Year 1; Construction Period.

1.9.1. The term “**Force Majeure**” as used in this Agreement shall mean the following: a general banking moratorium shall have been declared by federal or Georgia authorities, or a major financial crisis or a material disruption in commercial banking shall have occurred (but Force Majeure does not include a mere inability to obtain financing); acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; 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; tornadoes; 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; extraordinary regulatory delays or any other event not within the control of the Party claiming Force Majeure. The Party claiming Force Majeure agrees, however, to use its reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Party from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Party, and the Party 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 Party, unfavorable to the Party. For the avoidance of doubt, to the extent that the Governor of the State of Georgia at any time or from time to time hereafter issues an Executive Order declaring there to be in effect a (1) State of Emergency relating to unlawful assemblage and violence, or (2) Public Health State of Emergency relating to pandemics, and the same leads to the impossibility to perform any obligation under this Agreement that is expressly stated to be subject to Force Majeure, then riots and pandemic may be asserted as Force Majeure events.

1.9.2. It shall be conditions to a Party claiming the benefit of Force Majeure that, (a) the Party promptly certifies to the other Party in writing, (1) what the event of Force Majeure is, (2) the date of the commencement and, when the event of Force Majeure has abated, the date of the abatement, of such event of Force Majeure, (3) for what obligation the benefit of Force Majeure is claimed, and (b) Force Majeure shall be the proximate cause of the non-performance of such obligation. For the avoidance of doubt, either the Authority or the Company may claim Force Majeure on the terms and conditions hereof. The foregoing notwithstanding, however, (1) a Party may not claim the benefit of Force Majeure more than twice in the aggregate, (2) in no event shall Force Majeure excuse or postpone a payment obligation, and (3) in no event shall a Party claim Force Majeure in order to protect such Party against the normal risks of contracting.

1.9.3. The effect of Force Majeure for purposes of this Agreement shall be as specified in connection with designating an obligation herein as being subject to Force

Majeure. For the avoidance of doubt, the benefit of Force Majeure may not be claimed with respect to an obligation unless this Agreement expressly designates that such obligation as being subject to Force Majeure.

1.9.4. As used herein, “**Year 1**” for the Project is the first calendar year after the Project has obtained certificates of occupancy for 100 or more units, but such Year 1 shall not be later than as required by Section 1.9.6, below.

1.9.5. For the avoidance of doubt, for the “**construction period**” for the Project, there shall be no property taxes or payments in lieu of taxes for the Project until the construction period for the Project has ended. The construction period for the Project shall be limited to calendar years, if any, that are both after the Closing and before any part of the Project is placed in service, but ending no later than the year before the Year 1 for the Project. “**Years**”, as used herein, refers to years following Year 1, in sequence as appropriate.

1.9.6. The Company agrees that it shall, (a) start physical work of a significant nature towards constructing the Project by December 31, 2027, and (b) make continuous progress towards completion once construction has begun, and, (c) begin Year 1 no later than 2029. The attainment of each such event, respectively, by such respective outside dates, is each hereby designated as being subject to Force Majeure. If Force Majeure is claimed as provided herein, then each such outside date shall be extended by the period of the event of Force Majeure, but, regardless of the cumulative effect of Force Majeure, Year 1 shall occur no later than the end of 2030.

2. FINANCING OF THE PROJECT.

2.1. Bond. In order to establish the bond-financed sale-leaseback structure that is necessary for the provision of certain of the incentives contemplated herein, including, without limitation, ad valorem property tax savings for the Project, the Authority will issue its revenue bond (the “**Bond**”) to the Company and pursuant thereto acquire the Project as it then exists. The Bond will be authorized by a resolution adopted by the Authority, as and if supplemented (the “**Bond Resolution**”). The Authority will hold legal title to all of the Project. The Bond Lease and related nominal purchase option will evidence the Company’s beneficial ownership of the Project. The Company may acquire legal title to the Project upon expiration or termination of the Bond Lease as provided herein.

2.2 Maximum Principal Amount of Bond. Without limitation, the maximum principal amount of the Bond shall in the aggregate accommodate Total Project Costs for the Project. Such accommodation shall be made through structuring the Bond as a single draw-down bond in an appropriate maximum principal amount, now estimated at \$100 million.

2.3. Transaction Costs. The Company shall be responsible for all transactional costs of the issuance of the Bond. Such transactional costs include, without limitation: (i) the reasonable legal fees and disbursements of Bond Counsel related to the preparation and distribution of this Agreement and the issuance of the Bond and preparation of transcripts; (ii) the reasonable fees and disbursements of the Authority’s Issuer’s Counsel, including the validation of the Bond and

the closing of the issuance of the Bond; (iii) the reasonable legal fees and disbursements of the Company’s own counsel relating to the transaction; (iv) the court costs relating to validation of the Bond and recording and filing fees; (v) the Authority’s administrative fee for the issuance of the Bond equal to one-eighth (1/8) of one percent (1%) of the Maximum Principal Amount of the Bond, which shall be payable in full to the Authority at Closing; and (vi) the Authority’s annual fees payable beginning Year 1 and as provided in Schedule 2.3 attached hereto and incorporated by reference. In addition, the Company shall pay for the costs of issuance of the Bond and other transaction costs, promptly upon being invoiced therefor, including following the occurrence of any of the following events: (x) execution of this Agreement (which shall only include the payment of Seyfarth Shaw LLP’s fees incurred to date as of the execution of this Agreement), (y) validation of the Bond, and (z) the Closing.

2.4. Tax Status of the Bond. The interest on the Bond issued to the Company will not be exempt from federal income taxation.

2.5. Roles of Counsel. The law firm of Seyfarth Shaw LLP, Atlanta, Georgia, Bond Counsel to the Authority, shall serve as Bond Counsel and as the Authority’s Issuer’s Counsel in connection with the Project, the issuance of the Bond and this Agreement. The law firm of Arnall Golden Gregory LLP shall serve as the Company’s Counsel in connection with the Project, the issuance of the Bond and this Agreement.

2.6. Repayment of the Bond. The Company shall be responsible for the repayment of the Bond. Without limitation, the Bond shall not be a general obligation of the Authority, but shall be a special and limited obligation payable solely from the payments received under the Bond Lease and other pledged security. Neither the Authority, the County, the City of Eatonton (the “City”), the State of Georgia (the “State”) nor any other public body shall have any obligation or liability for repayment of the Bond.

2.7. The Bond Lease. The Authority and the Company shall enter into a lease agreement in connection with the Bond (the “**Bond Lease**”) at the Closing. Pursuant to the Bond Lease, the Authority will lease the Project to the Company. The Bond Lease shall contain terms and provisions substantially of the type normally included in bond leases between governmental “conduit” bond issuers and users of bond-financed property. The Bond Lease shall provide for the Company to pay “**Basic Rent**,”*i.e.*, rent equal to debt service on the Bond, which shall be applied to such payment. If permitted by the “**Bond Purchase Loan Agreement**” to be entered into by the Parties, the Bond Lease shall grant to the Company the option, at any time, to prepay Basic Rent in the amount needed to retire the Bond. The Bond Lease will be a triple net type lease. Pursuant to the Bond Lease, without limitation, the Company will be responsible, during the Term, for all of the Project’s costs of operation and maintenance, insurance (as provided in Section 1.2 hereof), and (subject to Section 2.4 hereof) taxes. The Bond Lease shall provide customary and reasonable requirements for indemnification of the Authority, its directors, members, officers, employees and representatives, against any claims, liabilities or losses relating to the Bond or the Project, or the Company’s operations thereof, or environmental claims relating to the Project (to the extent that any environmental claim is based on facts or circumstances first existing after the effective date of the Bond Lease), such requirement for indemnification to be consistent with the provisions of Section 1.8 hereto. Said indemnity shall survive the Closing and the expiration or earlier termination of this Agreement and the Bond

Lease. The Bond Lease will contain provisions reasonably satisfactory to the Company and the Authority limiting the transfer by the Authority of items of property comprising the Project. The Bond Lease shall have a term (“**Term**”) sufficient to accommodate the Savings Schedule (defined below) and to accommodate the possibility of a Force Majeure extension of the outside date for Year 1, provided, that the Term shall be structured to be comprised of intervals, each of less than five (5) years, and each of which shall automatically renew for the next interval unless notice of non-renewal is given by the Company. The Bond Lease will contain provisions which recite the property tax or *ad valorem* exempt nature of the Authority’s interest in the Project so as to specify that there shall be no such taxes or payments in lieu of taxes, except as specified herein and in the Definitive Documents for the Project.

2.8. Purchase Option. The Authority, by a separate instrument (the “**Option Agreement**”), which is one of the Definitive Documents, shall grant the option to purchase the Project or from time to time any portion thereof (the “**Purchase Option**”), to the Company, as contemplated in Section 2.1, above, to the extent that the Authority holds title thereto at the time, exercisable for (i) an option exercise price of \$10; (ii) plus any other amounts due to the Authority that must be paid at such time by the Company, including, without limitation, any Community Recovery Payments (defined below) then past due, if any; and (iii) if the Bond has not theretofore been retired, the Company shall cause the Bond to be retired or cancelled. The Company may not exercise its Purchase Option under this Section if at the time of the attempted exercise of such Purchase Option, the Company is materially in default under the Bond Lease, unless it simultaneously cures such material default.

2.9. Definitive Documents. The term, “**Definitive Documents**,” means and includes the Bond, the Bond Lease, the Option Agreement, the EDA, the Bond Purchase Loan Agreement, and any other related documents necessary to implement the transactions described herein. The Definitive Documents shall be prepared by Bond Counsel and shall be subject to the approval of the Authority, the Company, and the legal counsel thereof. The Parties agree to negotiate in good faith to establish the terms and conditions to be included in the Definitive Documents. It shall be a Closing Condition in favor of each of the Company and the Authority that they reach an agreement on such terms and conditions that are applicable to each of them.

2.10. Other Forms of Financing. The Authority, at the written request of the Company with the written consent of the Holder (as defined below) of the Bond, shall execute and deliver to a Lender (as defined below), or shall join the Company in the execution and delivery to a Lender, of a Superior Security Document (as defined below) in favor of such Lender with respect to the Project which encumbers the Authority’s fee interest and execute any related documents in connection with the Company’s financing or refinancing of the Project. At the Company’s written request, and with the prior written consent of the Holder, the Authority shall, by a subordination agreement, subordinate its fee simple interest and estate in the Project (not including its “Unassigned Rights” as defined in the Bond Lease) to a Leasehold Mortgage (as defined below) or otherwise to the holder of a Superior Security Document, and shall execute and deliver such further instruments, subordinations, joinders, amendments, or other agreements reasonably requested by the Company in order to effect such subordination and to evidence the first lien priority of a Superior Security Document. Without in any way limiting the foregoing, a Lender shall have the right at its option, whether before or after completion of the Project, to foreclose upon the leasehold estate under the Bond Lease pursuant to the terms of a Superior

Security Document or Leasehold Mortgage, and, if the Lender, the Lender’s designee or another third party (“**Lease Acquiring Party**”) acquires title to any leasehold estate pursuant to a foreclosure sale or a conveyance in lieu of foreclosure of the Superior Security Document or Leasehold Mortgage, said Lease Acquiring Party, its successor and assigns, shall be recognized and considered as the lessee or tenant under the Bond Lease and the Company under this Agreement and the Definitive Documents and shall have all of the obligations, responsibilities, rights and benefits of the within-named Company thereunder. Upon any transfer or assignment of the Bond Lease by the Lease Acquiring Party and the express assumption thereby of all prospective obligations, responsibilities, warranties and covenants of the Company under the Bond Lease, the Lease Acquiring Party shall be released and discharged from all liability thereafter accruing under the Bond Lease, the other Definitive Documents and this Agreement. “Holder” means the Person in whose name the Bond is registered on the registration books of the Authority and initially means the Company. “Person” means a natural person, business organization, public body, or other legal entity. “Lender” means any financial institution which has advanced credit to the Company with respect to the Project. “Superior Security Document” means any deed to secure debt or similar instrument or instruments in which the Company or the Authority (at the request of the Company), or both, pledges the Project or its interest in the Bond Lease to a Lender; the Authority may be a grantor or debtor thereunder, but the Authority’s obligations thereunder shall be non-recourse, except that recourse may be had against the Authority’s interest in the collateral pledged under such instrument. “Leasehold Mortgage” means any leasehold mortgage or leasehold deed to secure debt pursuant to which the Company pledges its interest in the Bond Lease to a Lender. As a condition precedent to Lender’s and Lease Acquiring Party’s rights contained herein, Lender shall be required to give the Authority the same advanced notice of default required under any applicable loan documents, the same statutory notice required by law for foreclosure, and the same rights to cure, as Company.

2.11. Transfers.

2.11.1. The rights and benefits of the Company under this Agreement may not be transferred and assigned by the Company, in whole or in part, prior to Closing, except to an Affiliate (defined below) of the Company.

2.11.2. Except as expressly provided in this Section or elsewhere in this Agreement or in the Bond Lease or other Definitive Documents, after the Closing the Company may not, without the prior written consent of the Authority, which may not be unreasonably withheld, conditioned or delayed, (a) transfer its interest in the Project, or (b) assign its interests and rights under the Bond Lease or other Definitive Documents. The foregoing shall not be construed to impose any restriction on the transfer of equity interests in the Company.

2.11.3. The Company, as the tenant under the Bond Lease, may sublease (or lease, to the extent that a leasing continues beyond the Term) the Project as a whole or in part, provided, that (a) any such transaction outside of the ordinary course of the Company’s business shall be subject to prior approval by the Authority, as the landlord under the Bond Lease, which may not unreasonably be withheld, conditioned or delayed, and (b) in the case of all transactions, the sublease is expressly subject and subordinate to the Bond Lease, and that the Company is not released from its obligations under the Bond Lease.

2.11.4. The Company may assign the Bond Lease and the other Definitive Documents without the consent of the Authority, but upon prior or contemporaneous notice to the Authority, in the event that, (a) (i) the Company expressly agrees, by written instrument in form and substance reasonably satisfactory to the Authority, to remain obligated for all obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, and to maintain its legal existence and solvency, provided that clause (b) of Section 2.11.5, below must be satisfied, and, (ii) the assignee is solvent, after giving effect to such transaction, and expressly assumes in writing and agrees to pay and to perform all of the Company's obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, or (b) the Company consolidates with or merges into another domestic entity or permits one or more domestic legal entities to consolidate with or merge into it or the Company transfers or conveys all or substantially all of its assets to another domestic legal entity, but only on the condition that, either, (i) if the Company is the transferee or surviving entity, then the Company expressly agrees, by written instrument in form and substance reasonably satisfactory to the Authority, to remain obligated for all obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, and is solvent, after giving effect to such transaction, and agrees to maintain its legal existence and solvency, and, (ii) if the Company is not the transferee or surviving entity, then the transferee or surviving entity shall be solvent, after giving effect to the transaction, and shall expressly assume in writing and agree to pay and to perform all of the Company's obligations and liabilities thereunder, whether incurred before, as of, or after such transaction.

2.11.5. The Company may assign its interest in the Project, and the Bond Lease and the other Definitive Documents, pursuant to an Exempt Assignment (as defined in the Bond Lease) without the approval of the Authority, but upon prior or contemporaneous notice to the Authority; provided that, (a) any assignee of the Company shall agree to fully and unconditionally assume all obligations of the Company arising under the Bond Lease and such other Definitive Documents, including, without limitation, all indemnity provisions contained in the Bond Lease and the other Definitive Documents, and (b) the assignor and assignee must first receive prior written confirmation from the Authority that the Authority is satisfied that the Company will have the financial capability thereafter to satisfy, and will continue to satisfy, any continuing indemnification and other obligations; without limitation, the Authority may condition its satisfaction with such financial capability upon the Company providing surety satisfactory to the Authority.

2.11.6. Any provision hereof to the contrary notwithstanding, any assignment by the Company of any interest in this Agreement, the Project, the Bond Lease or the other Definitive Documents shall be further subject to the following conditions:

2.11.6.1. If the Authority should, in a writing approved by a resolution of the Authority, consent to an assignment, then the Authority in such consent may agree to release the assignor from all liabilities and obligations accruing under the assigned documents or instruments after the effective date of such assignment;

2.11.6.2. The assignor shall, within fifteen (15) days after the

delivery thereof, furnish or cause to be furnished to the Authority and (after the issuance of the Bond) to the holder of the Bond a true and complete copy of each such assignment, together with any instrument of assumption; and

2.11.6.3. An assignee of the interest of the Company under the Bond Lease must also be the holder of the Bond and the assignee of the Company’s interest under the other Definitive Documents. A pledgee of the interest of the Company under the Bond Lease must also be the pledgee of the Bond and the pledgee of the Company’s interest under the other Definitive Documents. An assignee must assume all obligations of the Company under the assigned instruments and documents. In the event a pledgee shall ever become the owner of the rights and interests of the Company under the pledged instruments and documents by reason of judicial foreclosure, nonjudicial sale under power or other proceedings brought by the pledgee to enforce its rights thereunder, or through any other means or manner in connection therewith, the pledgee shall assume all obligations and responsibilities of the Company thereunder arising from and after the date it becomes the owner.

2.11.7. As used herein, “**Affiliate**” means any person or entity (as used herein “entity” includes, without limitation, any public body) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a specified person or entity. Without limitation, “control” of the other person or entity is deemed to exist if a person or entity possesses, directly or indirectly, the power: (A) to vote more than 50% of the voting securities of such other person or entity (on a fully diluted basis) having ordinary power to vote in the election of the governing body of such other person or entity, or (B) to direct or cause the direction of the management or policies of the other person or entity, whether through the ownership of voting securities, by contract or otherwise.

2.11.8. The Bond Lease will provide that the permitted uses of the Project are restricted to those that are described in the Project description provided for on Schedule 1.1 hereto.

3. INCENTIVES TO BE PROVIDED.

3.1. Purpose of Incentives. In order to induce the Company to locate the Project at the Site, the following economic inducements will be provided for the Project by the Authority and other entities, as applicable.

3.2. Ad Valorem Tax Savings.

3.2.1. Basis for Savings. Under the Act, under which the Authority was created and exists, and provided the effect and operation of the provisions of said Act and related laws are in no way impaired or limited by legislative or judicial act after the date of this Agreement, all property owned by the Authority is exempt from *ad valorem* property tax. As the title to the Project transferred by the Company to the Authority by bill of sale will be vested in the Authority during the term of the Bond Lease, the Authority’s interest in the Project, as well as the Company’s leasehold interest therein, will be exempt from *ad*

valorem taxes during the term of the Bond Lease. See *McMillan v. Jacobs*, 249 Ga. 117, 288 S.E.2d 211 (1982) and *Hart County Board of Assessors v. Dunlop Tire & Rubber Corporation*, 252 Ga. 479, 314 S.E.2d 188 (1984). In addition, the Parties also intend that the Bond Lease shall be structured, and shall incorporate the restrictions on use set forth in this Agreement and to be set forth in the Bond Lease, so that the Company’s leasehold interest in the Project will be a mere usufruct, or, as to personal property, a nontaxable bailment for hire, and not a taxable estate for years, with similar provisions to the sub-lessee identified under and pursuant to the holding of the Georgia Supreme Court in *Macon-Bibb County Board of Tax Assessors v. Atlantic Southeast Airlines, Inc.*, 262 Ga. 119, 414 S.E.2d 635 (1992), and the Georgia Court of Appeals in *Joint Development Authority Of Jasper County v. McKenzie*, 367 Ga. App. 514 (2023). Thus, while the Bond Lease is in effect, the Company shall pay no actual taxes on its leasehold interest in the Project irrespective of the Authority’s exemption. However, notwithstanding the foregoing, the Company agrees that in consideration of the Bond Lease structure and other benefits accruing thereunder, so as not to deprive the taxing authorities of revenues which may otherwise flow from the Project, the Company shall make payments in lieu of taxes (each a “**PILOT Payment**,” and collectively the “**PILOT Payments**”) as provided in Schedule 3.2 (the “**Savings Schedule**”) attached hereto and incorporated herein by reference. The Company shall pay normal *ad valorem* property taxes with respect to property it owns which is not titled to the Authority in connection with the issuance of the Bond. In the event that the Company is required to pay any *ad valorem* taxes on any property interests in the Project held by the Authority, such amount of *ad valorem* taxes paid by the Company shall be deducted from the PILOT Payments due from the Company.

3.2.2. Reversion to Normal Taxability. If the option to purchase the Project to the extent it is owned by the Authority is exercised upon termination of the Bond Lease or earlier, in whole or in part, or if the Bond Lease is otherwise terminated or expires, the Project will be taxable according to normal *ad valorem* property taxation rules that are applicable to privately-owned property.

3.2.3. Procedures.

(a) Each year, on or before March 1, the Company will deliver to the Authority a report (the “**Property Report**”). The Property Report shall be used by the Authority to assign the valuation of the portion of the Project titled to the Authority. The Property Report shall detail the following:

- (i) each item of property which has become part of the Project as of January 1 of the same year;
- (ii) each item of property which has become part of the Project in all prior tax years;
- (iii) the tax year in which each item of the property became part of the Project;
- (iv) the original cost of each item of property;

(v) a statement of cumulative capital investment; and

(vi) a statement of the cumulative amount of the assumed annual appreciation (1.00% annually) of each item of property; and

(b) Items (i) through (vi) of subsection (a) above shall be satisfied by the Company’s submission by March 1 of (1) a proforma Georgia personal property tax return (Form PT-50P) for all personal property constituting a part of the Project reflecting the appropriate depreciation group classification for such personal property as set forth on the Form PT-50P; and (2) a proforma Georgia real property tax return (Form PT-50R) for all real property and improvements constituting a part of the Project, but in each case, indicating that such property is owned by the Authority and is exempt from ad valorem taxation.

(c) Billing and Dates for PILOT Payments. The Authority shall bill and collect annually PILOT Payments (as defined in Schedule 3.2 attached hereto) and any applicable Community Recovery Payments due from the Company under these methodologies. At the time tax bills are mailed by the County for the Year or at such other reasonable time as the Authority may determine following the submission of the Community Investment Report (but no earlier than July 1 of any Year) and assigning of a value as set forth above, the Authority will provide the Company an invoice for the amount equal to the PILOT Payment and applicable Community Recovery Payment, if any, due for such Year (each a “**PILOT Invoice**”). The Company may object to a valuation in any Year which the Company reasonably understands to be inconsistent with the value of the Project or procedures set forth in this Agreement, and the Authority and the Company may utilize such reasonable methods to resolve any objection, including mediation, third-party determination, or judicial review, as may be more fully set forth in the Bond Lease. Subject to the negotiated rights between the Company and the Authority to object to the valuation of the Project, the Company will be required to pay the PILOT Invoice in full, by a separate check to the Authority or its designee on or before October 15 of each Year, or within thirty (30) days after such PILOT Invoice is sent, whichever is later. All PILOT Payments and Community Recovery Payments collected by the Authority will be retained, used, and disbursed by the Authority in its discretion in consultation with local taxing authorities. At the time tax bills are mailed by the County for the Year or at such other reasonable time as the Authority may determine following the submission of the Community Investment Report and assigning of a value as set forth above, the Authority will provide the Company an invoice for the amount equal to the PILOT Payment due for such Year. Subject to its rights to appeal as set forth hereinabove, the Company shall pay the invoice in full, by a separate check to the Authority or its designee on or before October 15 of each year, or within 30 days after the invoice is sent, whichever is later.

(d) Should the Company fail to make payments in lieu of taxes required by this Agreement at the times and in the manner provided for in this Agreement, and such failure continues for a period of thirty (30) days following the Company’s receipt of written notice from the Authority, then the Company shall be obligated to pay to the Authority, in addition to such payment in lieu of taxes, an amount that shall be equal to the penalties and interest that would be assessed against the Company if such payment in lieu of taxes were delinquent ad valorem taxes.

The Authority shall notify the Company of any such penalties and interest. The Company hereby agrees that the Authority shall have all of the rights and remedies (including, without limitation, audit rights) related to payments in lieu of taxes, interest and penalties, as the Board of Assessors and the Tax Commissioner would have in the case of ad valorem taxes (including, without limitation, delinquent ad valorem taxes), and the Company agrees upon request of the Authority to grant any security lien or security interest necessary such that the Authority has the equivalent of tax liens for such purposes, subordinate to any prior security titles or security interests permitted elsewhere herein, provided that such subordinate lien or security interest is allowed by the terms of the instruments governing such prior security titles or security interests. Likewise, the Authority hereby agrees that the Company shall have all of the same rights and remedies as it would have in the case of a dispute over ad valorem property taxes, including, without limitation, the right to dispute the valuation used by the Authority. The obligation to make payments in lieu of taxes, and any related interest and penalties, shall be obligations to the Authority, who upon receipt shall disburse them to the applicable public bodies as though they were payments of normal taxes, or any related interest and penalties, as appropriate.

4. JOBS AND INVESTMENT GOALS.

4.1. Inducement. The Company has agreed to construct and locate the Project in the County at the Site, provided, that nothing herein contained shall obligate the Company to make any particular level of investment or create any particular level of jobs. Rather, the Company’s responsibilities regarding such matters shall be governed exclusively by the provisions hereof relating to Community Recovery Payments (provided for in Section 4.9, below). The Company’s foregoing agreement to locate and construct the Project at the Site is based, in part, on the incentives being provided by the Authority in connection with the Bond Lease, this Agreement and the EDA. Such incentives are being provided to induce the Company to locate the Project at the Site, with attendant job creation and investment on the part of the Company, all of which constitutes valuable, non-cash consideration to the Authority and the citizens of the County and of the State. The Parties acknowledge that the incentives provided for in this Agreement serve a public purpose through the job creation and investment generation and provision of Essential Housing represented by the Project. The Parties further acknowledge that the cost/benefit requirements applicable to the Authority in the course of providing such incentives dictate that some measure of recovery must be applied in the event that the anticipated jobs, investment and Essential Housing do not for any reason fully materialize. The Company represents to the Authority that the Site is currently the only location in Georgia that the Company is considering for the Project.

4.2. Community Jobs Goal. For the Performance Period, as provided on the Community Goals Table (“**Community Goals Table**”) included on the “**Community Incentives Schedule**” attached as Schedule 4 hereto and incorporated herein by reference (such period, the “**Performance Period**”) and with respect to the incentives covered by the Incentives Table, the Company shall have the goal of providing not fewer than the number of new full-time jobs at the Project specified on the Community Goals Table as the applicable Community Jobs Goal (the goal applicable in any particular year being the “**Community Jobs Goal**” for such year). For purposes of this Agreement, the number of new “full-time jobs” shall be defined and determined, from time to time, as provided on Schedule 4.2 attached hereto and incorporated herein by reference. Schedule 4.2 also determines how the number of full-time jobs shall be calculated.

4.3. Community Jobs Shortfall Percentage. If, for any year in the Performance Period, the number of full-time jobs at the Project is less than the Community Jobs Goal that is applicable to such year, the actual number of such full-time jobs shall be subtracted from the applicable Community Jobs Goal to obtain the “**Community Jobs Shortfall.**” The number of jobs constituting the Community Jobs Shortfall shall be divided by the applicable Community Jobs Goal and converted to a percentage to determine the “**Community Jobs Shortfall Percentage**” for such year. If there is no shortfall, such percentage shall be 0%.

4.4. Community Investment Goal. For purposes of the incentives covered by the Incentives Table, the Company shall have a “**Community Investment Goal**” of its having invested, in the aggregate, in the Project in each year of the Performance Period the amount for such year specified on the Community Goals Table as the applicable Community Investment Goal (the goal applicable in any particular year, the “**Community Investment Goal**”). For purposes of the Community Investment Goal the investment at the Project shall be calculated on a cumulative basis from the date hereof to the end of each year of the Performance Period. Schedule 4.4 attached hereto and incorporated herein by reference provides rules that shall apply to satisfying the Community Investment Goal. Once the Company meets the Community Investment Goal of \$60,000,000, the Community Investment Goal shall be deemed to have been met for all future years under this Agreement.

4.5. Community Investment Shortfall Percentage. If, for any year in the Performance Period, the cumulative amount of capital investment by the Company in the Project is less than the Community Investment Goal that is applicable to such year, the actual amount of such investment shall be subtracted from the applicable Community Investment Goal to obtain the “**Community Investment Shortfall.**” The amount of investment constituting the Community Investment Shortfall shall be divided by the applicable Community Investment Goal and converted to a percentage to determine the “**Community Investment Shortfall Percentage.**” If there is no shortfall, such percentage shall be 0%.

4.6. Community Housing Goal. For purposes of the incentives covered by the Incentives Table, the Company’s “**Community Housing Goal**” at the Project, is to reserve 27 units in the Project, first for (i) applicants with a member of the household who are employed or have accepted an offer of employment from a department or office with the County and its departments (including constitutional officers like Sheriff, Clerk of Court, etc.) and the Board of Education, and then to (ii) (x) first responders, such as firefighters, paramedics, emergency medical technicians, nurses, and other emergency medical personnel without a medical doctorate, and (y) hospitality and retail workers (the “**Essential Housing**”) in each year of the Performance Period the amount for such year specified on the Community Goals Table as the applicable Community Housing Goal (the goal applicable in any particular year, the “**Community Housing Goal**”). The Company shall not be obligated to reserve any particular unit for Essential Housing for any period once the initial reservation of 27 units has been satisfied with Essential Housing qualified residents. However, the Company will be obligated to backfill units for Essential Housing until the 27 units are occupied for Essential Housing. The Authority reserves the right to waive, upon written request by the Company, the application of the Essential Housing requirements upon a showing of the Company’s inability to obtain qualified applicants: (i) initially after one year, and (ii) thereafter, over a 6 month period. The performance of such agreement between the Authority and the Company is hereby designated as

being subject to Force Majeure being claimed by the Authority on behalf of itself and the Company, and therefore the time for the performance thereof shall be subject to extension on a day for day basis as the result of Force Majeure.

4.7. Community Housing Shortfall Percentage. If, for any year in the Performance Period, the units occupied or reserved for Essential Housing by the Company in the Project is less than the Community Housing Goal that is applicable to such year, the actual amount of such units shall be subtracted from the applicable Community Housing Goal to obtain the “**Community Housing Shortfall**.” The amount of units constituting the Community Housing Shortfall shall be divided by the applicable Community Housing Goal and converted to a percentage to determine the “**Community Housing Shortfall Percentage**.” If there is no shortfall, such percentage shall be 0%.

4.8. Annual Report. On or before February 1 of each year following a calendar year that is in the Performance Period, the Company shall provide to the Authority an annual report for the preceding calendar year which shall include a Community Jobs Report, a Community Investment Report, and a Community Housing Report as described below (each an “**Annual Report**”). For years subsequent to the year in which the Community Investment Goal is met, no further Community Investment Reports shall be required and the Community Investment Shortfall Percentage shall be 0% for such years for purposes of calculating the Project Shortfall Percentage. Each Annual Report shall be in substantially the form of Schedule 4.8 attached hereto and incorporated herein by reference, as revised for the matters being reported.

4.8.1. Community Jobs Report. The Community Jobs Report shall contain a statement as to the full-time jobs at the Project for the immediately preceding year (each, an “**Annual Report Year**”) using the methodology provided above, and shall provide such supporting extracts from the Company’s employment records (consistent with the privacy rights of its employees) as the Authority shall reasonably request.

4.8.2. Community Investment Report. The Community Investment Report shall contain a statement as to the Company’s investment in the Project for the subject Annual Report Year, using the methodology prescribed herein, subject to the provisions of Section 4.4 above, relating to the Company’s satisfaction of the Community Investment Goal.

4.8.3. Community Housing Report. The Community Housing Report shall contain a statement as to the Company’s achievement of the Community Housing Goal for the Project for the subject Annual Report Year and shall provide such supporting extracts from the Company’s leasing records (consistent with the privacy rights of housing applicants) as the Authority shall reasonably request.

4.8.4. Inspection Rights. No more often than once per year during the Performance Period, the Authority and its agents shall be permitted to inspect employment and investment records of the Company, specifically related to the Project, to verify such information during normal business hours and upon reasonable notice. The Company may reasonably redact such records to protect the confidentiality of the Company and its employees or its customers.

4.8.5. Project Shortfall Percentages. The Annual Report shall calculate any Community Jobs Shortfall Percentage, any Community Investment Shortfall Percentage, and any Community Housing Shortfall Percentage. The average of the Community Jobs Shortfall Percentage, the Community Investment Shortfall Percentage and the Community Housing Shortfall Percentage shall be the “**Project Shortfall Percentage,**” which shall also be calculated and stated in the Annual Report.

4.9. Community Recovery Payments. If an Annual Report shows that, for the immediately preceding Annual Report Year, there is a Project Shortfall Percentage, then, the Company, in such Annual Report, shall calculate the amount of the “**Community Recovery Payments,**” and shall pay the same, all pursuant to and as defined in the Community Incentives Schedule.

4.10. Failure to File Report and Make Required Payments. If the Company fails to pay any PILOT Invoice or Community Recovery Payment when due, and such failure continues for a period of ten (10) days following receipt of written notice from the Authority, then interest shall be paid by the Company thereon at the rate of 7% per annum (or such lesser rate as may be allowed by law) until paid. If there has been a failure which is not cured within thirty (30) days following a written notice from the Authority that it be cured, the Authority shall be entitled to enforce its rights under this Section 4.10 and the Company shall indemnify the Authority for all costs of enforcement, including any court costs and reasonable and actual attorneys’ fees and court costs. The Company shall be liable for the payment of any such interest, fees and costs. Notwithstanding the foregoing, the Company shall be responsible for all reasonable costs actually incurred by the Authority in connection with any non-compliance by the Company with this Agreement, including, without limitation, Annual Report errors, omissions and discrepancies, and the Authority shall provide the Company itemized invoices documenting any costs so incurred. Such costs may include, but are not limited to, reasonable fees and disbursements of attorneys actually incurred by the Authority.

4.11. Substantial Failure; Distinctive Features.

4.11.1. Each of the following shall be a “**Substantial Failure**”:

4.11.1.1. The Company fails to operate the Project in any material respect for use as a mixed used, market-rate residential rental community.

4.11.1.2. The Company fails to start physical work of a significant nature towards constructing the Project by December 31, 2027, subject to Force Majeure, in accordance with Section 1.9.6 hereof.

4.11.1.3. The failure of the Company to achieve Year 1 by 2029 in accordance with Section 1.9.6 hereof, subject to Force Majeure, in accordance with Section 1.9.6 hereof.

4.11.1.4. The failure of the Company to design, construct, equip, install and maintain the Project in compliance in all material respects with the Distinctive Features.

4.11.2. The occurrence of a Substantial Failure will constitute sufficient basis for the Authority, in its sole discretion, to increase the amounts payable by the Company (which the Company agrees to pay) under the Savings Schedule from time to time, in any increment that the Authority sees fit in its sole discretion, up to 100% of normal taxes on the Project for the remaining term of the Bond Lease, provided that the Authority likewise may, in its sole discretion, from time to time, in any increment that the Authority sees fit, rescind any such increase. The increase in the amount payable shall constitute payments in lieu of taxes. When applicable, the Authority shall calculate and invoice the Company (with a copy to the Tax Commissioner) for the amount of such payment due, and the Company shall pay the amount due to the Tax Commissioner within thirty (30) days of its receipt of such invoice. Such payment obligation shall be owed by the Company to the Tax Commissioner and if not timely paid, the Company agrees that the Tax Commissioner shall have all rights and remedies with respect thereto, including without limitation, the collection of penalties and interest, and the filing of a tax lien, the same as in the case of unpaid normal taxes.

5. TERMINATION OF AGREEMENT.

5.1. Delay. If, despite the good faith efforts of the Parties, this Agreement is not fully executed on or before February 28, 2025 and validation of the Bond has not occurred by April 30, 2025, or the Closing has not occurred by June 30, 2025, then the Authority or the Company may terminate this Agreement by written notice to the other Party, without any further liability except as otherwise expressly provided in this Agreement.

5.2. Approval by Governing Bodies. Upon its execution of this Agreement, each Party hereto represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into such Agreement.

5.3. Closing Conditions. Any Party shall have the right to terminate this Agreement prior to the Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice to the other Party, if:

5.3.1. The other Party is in breach of this Agreement.

5.3.2. There has been commenced or threatened against the Authority, the Company, or any Affiliate of the Company, any proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the matters that are the subjects of this Agreement, or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any of such matters. An uncontested validation proceeding for the Bond shall not be considered a proceeding within the meaning of this Section.

5.4. The Authority’s Termination Rights. The Authority shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the other Party, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Authority shall have the right to terminate this Agreement, effective immediately

upon giving written notice to the other Party if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Authority has not been satisfied. If the Authority does not exercise any such right to terminate by the Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.5. The Company’s Termination Rights. The Company shall have the right to terminate this Agreement prior to Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the other Party, for its convenience for any reason or no reason at all, and also pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Company shall have the right to terminate this Agreement, effective immediately upon giving written notice to the other Party if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Company has not been satisfied. If the Company does not exercise any such right to terminate by the Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.6. Effect of Termination. If any Party terminates this Agreement pursuant to a right provided herein or if this Agreement expires, this Agreement shall terminate or expire as to all Parties without any further liability on the part of any Party, except as may theretofore have accrued, or except as otherwise expressly provided in this Agreement, or shall exist as a result of any prior breach hereof.

6. MISCELLANEOUS.

6.1. Notices. Any notice required to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered or made only if either (i) delivered personally to the Party or, if such Party is not an individual, to an officer or other legal representative of the Party to whom the same is directed, or (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent via nationally recognized overnight courier for next business day delivery, addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to it to each other Party from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the date of personal delivery, the first business day after having been deposited with the courier service or the United States Postal Service:

If to the Authority: Putnam Development Authority
107 S Jefferson Avenue
Eatonton, Georgia 31024
Attn: Walt Rocker III, Chairman

with a copy to: Seyfarth Shaw LLP
1075 Peachtree Street NE - Suite 2500
Atlanta, Georgia 30309
Attn: Kevin T. Brown, Esq.

If to the Company: Harmony Road GA, LLC
c/o Southeastern Real Estate Group
2743 Perimeter Pkwy, Bldg 100
Suite 370
Augusta, Georgia 30909
Attn: Matt Mills, Executive Vice President

with a copy to: Arnall Golden Gregory LLP
171 17th Street NW
Suite 2100
Atlanta, GA 30363
Attn: Andrew J. Schutt, Esq.

6.2. Confidential Information. All confidential information acquired by the Authority relating to the Company shall be held in confidence by it, subject to its legal obligations as a public body, including, without limitation O.C.G.A. § 50-18-70 *et seq.* and § 50-14-1 *et seq.* The Company and its advisors shall, prior to the execution and delivery hereof, treat the contents of this Agreement as confidential, and, without limitation, shall not disclose such contents to competing communities or states.

6.3. No Partnership or Agency. No partnership or agency relationship between or among the Parties shall be created as a result of this Agreement.

6.4. Survival of MOU. This Agreement shall survive the Closing and the expiration or termination of the Bond Lease, but may be superseded in whole or in part by the EDA to the extent that the EDA expressly so provides.

6.5. Governing Law. The transactions contemplated hereunder and the validity and effect of this Agreement are exclusively governed by, and shall be exclusively construed and enforced in accordance with, the laws of the State of Georgia, except for the State’s conflicts of law rules.

6.6. Intergovernmental Agreement. This Agreement shall also constitute an intergovernmental agreement under Georgia Constitution Art. IX, Sec. III, Para. I between and among the Authority and the County, acknowledged by the District, the Board of Assessors, and the Tax Commissioner. Such intergovernmental agreement is subject to the 50-year term limit contained in such provision of the Georgia Constitution but shall expire earlier upon its complete performance.

6.7. Amendments. Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the Parties hereto. This Agreement does not confer any rights or remedies upon any person or entity (including, without limitation, any public body), other than the Parties to this Agreement and their respective permitted successors and assigns. Without limitation, a writing executed only by the Parties hereto or their respective permitted successors and assigns shall be effective to amend or terminate this Agreement.

6.8. Entire Agreement. This Agreement, together with the Definitive Documents (when executed), constitutes the entire agreement between the Parties with respect to the subject matter hereof.

6.9. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6.10. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

6.11. No Personal Liability of Representatives of Authority. No official, member, director, officer, agent, or employee of the Authority shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of the Authority into this Agreement.

6.12. No Personal Liability of Representatives of Company. No official, member, manager, director, officer, agent, or employee of the Company shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such entity. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

6.13. Legal Compliance. The Company agrees that it and its officers and employees acting for it in matters relating to this Agreement shall comply with all applicable provisions of law, including, without limitation, O.C.G.A. § 50-36-1 relating, in part, to public benefits.

6.14. Business Days. References herein to a “business day” are to a day on which the offices of the Authority are open for business.

6.15. Effective Date. This Agreement shall not be effective until it has been fully executed by all Parties hereto.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding and caused it to be delivered as of the following **“Effective Date”**: _____, 2025.

The “Authority”:

PUTNAM DEVELOPMENT AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

The “Company”:

Harmony Road GA, LLC,
a Georgia limited liability company

By: _____(SEAL)
Name:
Title:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to the County.

PUTNAM COUNTY

By: _____
Chairman, Board of Commissioners

Attest:

Clerk, Board of Commissioners

[COUNTY SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to the Putnam County School District.

**PUTNAM COUNTY SCHOOL
DISTRICT**

By: _____
Chairman, Board of Education

Attest:

Name:
Title:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING]

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to the Board of Assessors.

**BOARD OF TAX ASSESSORS
OF PUTNAM COUNTY**

By: _____
Chairman

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to the Tax Commissioner.

**TAX COMMISSIONER OF
OF PUTNAM COUNTY**

By: _____
Terrell E. Abernathy, Tax Commissioner

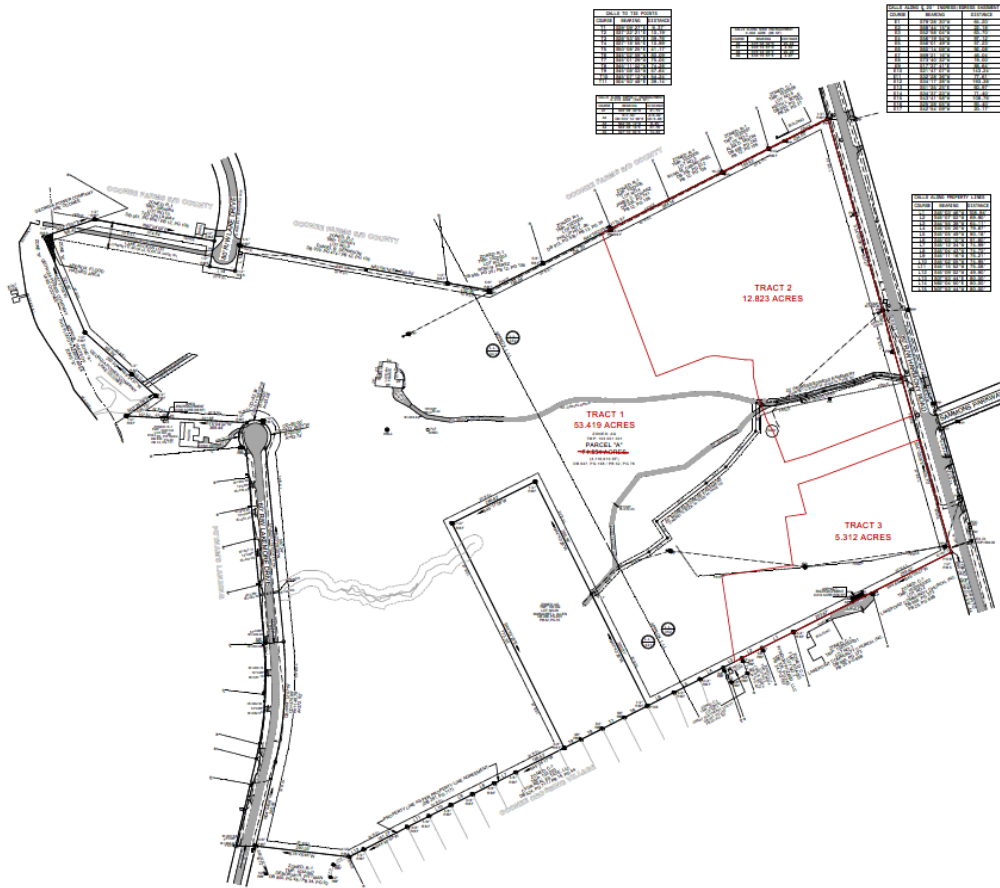
SCHEDULE 1.1

Project Description

The Cottages at Helms Farm is an upscale 275-unit residential community on Lake Oconee in Putnam County, designed to offer both rental and for-sale options. With a focus on luxurious and comfortable living, the community includes a range of modern amenities and scenic lake views, catering to both long-term residents and seasonal guests. Of these 275 units, 27 are specifically reserved for Putnam County employees, first responders, medical providers, hospitality workers, and retail workers, helping address vital local workforce housing needs. The property combines tranquil lakeside living with accessibility to nearby urban conveniences, making it a desirable option for a diverse array of residents in the area.

SCHEDULE 1.4

PRELIMINARY DEPICTION OF THE SITE



SCHEDULE 1.6.2

DISTINCTIVE FEATURES

The Project shall include these Distinctive Features:

- 1) Structure exterior materials will be brick, stucco, stone or Hardie board. Not vinyl exterior except for windows and soffit.
- 2) Amenity package that includes a dock, dog washing station, clubhouse, greenspace.

The Distinctive Features include the further requirements that:

- (i) The size of rental units and mix of rental units shall be within the parameters set forth on Attachment (i) attached to this Schedule 1.6.2 and incorporated herein by reference.
- (ii) The Project shall be constructed to the level of quality of the similar developments listed on Attachment (ii) attached to this Schedule 1.6.2 and incorporated herein by reference, and shall be maintained at such level of quality.
- (iii) The Company shall include reasonable maximum occupancy requirements in its leases for any of the residential rental units comprising the Project, provided that such requirements shall not be construed to require any occupancy limit if such limit would be in violation of any federal or state law or regulation, or ordinance of the City or County, now or hereinafter in effect.
- (iv) The Company shall only request building permits from the County that conform to the above Distinctive Features. Without limitation, the Authority may conclusively rely on the County's records or notice to it or the Company from the County that the Company has failed to comply with such requirement, or failed to construct the Project in compliance with building permits as issued, in determining that there has been a Substantial Failure.

ATTACHMENT (i)
PARAMETERS FOR RENTAL UNITS

The Project will contain a mix of Duplexes, Townhomes, and Single Family Homes that will be at least 500 square feet and contain a mixture of studio units, 1-bedrooms, 2-bedrooms, 3-bedrooms, and, if the market supports it, 4-bedrooms and up.

ATTACHMENT (ii)
SIMILAR DEVELOPMENTS

- 1) The Ansley Cottages, Augusta, Georgia.

SCHEDULE 2.3

AUTHORITY ANNUAL FEE

YEAR	ANNUAL FEE
1-10	\$25,000.00
11-20	\$35,000.00

SCHEDULE 3.2

SAVINGS SCHEDULE

1. As provided in Section 1.9 regarding Year 1 and other matters, Section 3.2 regarding the Savings Schedule, and elsewhere in this Agreement, there is a schedule of payments in lieu of taxes (the “PILOTS”) relating to the Project. The Project will receive a property tax savings incentive correlating to the difference between: (i) what the Company normally would pay in *ad valorem* taxes if the Project were titled in the name of the Company as of January 1 of any Year; and (ii) the PILOT required for the applicable Year as provided in the table in Attachment (i) attached to this Schedule 3.2. However, there are no tax savings with respect to special district levies of assessments or fees for any tax year.
2. The Company agrees to make PILOTS with respect to the Project as set forth herein.
3. There shall be no property taxes or PILOTS for the Project’s Construction Period as provided in Section 1.9.5, above.
4. As provided in the table in Attachment (i) attached to this Schedule 3.2, the Company agrees to pay the PILOTS for the Project which are a percentage (*i.e.*, the Payment Percentage) of the normal *ad valorem* property taxes that would be payable if legal title to the Project were vested in the Company instead of the Authority on January 1 of such Year.
5. As provided in Section 1.5.4, the PILOT Payment provided in Schedule 3.2 shall be reduced beginning Year 3 based on equivalent principal reduction in the Bond as provided in Section 1.5.
6. The PILOT required for any Year is in lieu of all *ad valorem* property taxes (School, County, State and other) with respect to items of property comprising the Project titled to the Authority in connection with the issuance of the Bond. The Company shall pay normal property taxes with respect to property not so titled to the Authority.
7. The savings applies to all *ad valorem* property taxes (school, county, state and other) with respect to property comprising part of the Project titled to the Authority in connection with the issuance of the Bond. The Company shall pay normal property taxes with respect to property not so titled to the Authority. There are no property tax savings for special assessments.
8. In the event that the Company is required to pay any *ad valorem* taxes on any property interests in the Project held by the Authority, such amount of *ad valorem* taxes paid by the Company shall be deducted from the PILOTS due from the Company.

ATTACHMENT (i) **PILOT PAYMENTS SCHEDULE**

Putnam County - Helms Farm Development Bonds for Title
PROPERTY TAX SAVINGS ESTIMATE

REAL PROPERTY

REV 1/7/2025

ASSUMPTIONS

Capital Investment:

Real Property	\$60,000,000	Annual Appreciation	1.00%	Assessed Value @ 40%
		Millage Rate ¹	17.124	

CALCULATIONS

Year ²	Real Property Assessed Value (At 40% per GA law)	Normal Property Taxes	(Before Savings)	Savings %	Amount Saved in Property Taxes	Annual Fee to Authority from Company	Total Fees & Payments in Lieu of Taxes by Company			
1	\$ 24,000,000	\$	410,976	75.00%	\$ 308,232	\$ 25,000	\$ 127,744			
2	\$ 24,240,000	\$	424,149	75.00%	\$ 318,112	\$ 25,000	\$ 131,037			
3	\$ 24,482,400	\$	437,544	75.00%	\$ 328,158	\$ 25,000	\$ 134,386			
4	\$ 24,727,224	\$	451,165	75.00%	\$ 338,374	\$ 25,000	\$ 137,791			
5	\$ 24,974,496	\$	465,015	75.00%	\$ 348,761	\$ 25,000	\$ 141,254			
6	\$ 25,224,241	\$	479,096	75.00%	\$ 359,322	\$ 25,000	\$ 144,774			
7	\$ 25,476,484	\$	493,412	75.00%	\$ 370,059	\$ 25,000	\$ 148,353			
8	\$ 25,731,248	\$	507,967	75.00%	\$ 380,976	\$ 25,000	\$ 151,992			
9	\$ 25,988,561	\$	522,764	75.00%	\$ 392,073	\$ 25,000	\$ 155,691			
10	\$ 26,248,447	\$	537,806	75.00%	\$ 403,354	\$ 25,000	\$ 159,451			
11	\$ 26,510,931	\$	553,096	75.00%	\$ 414,822	\$ 35,000	\$ 173,274			
12	\$ 26,776,040	\$	568,639	75.00%	\$ 426,479	\$ 35,000	\$ 177,160			
13	\$ 27,043,801	\$	584,436	75.00%	\$ 438,327	\$ 35,000	\$ 181,109			
14	\$ 27,314,239	\$	600,493	75.00%	\$ 450,370	\$ 35,000	\$ 185,123			
15	\$ 27,587,381	\$	616,813	75.00%	\$ 462,610	\$ 35,000	\$ 189,203			
16	\$ 27,863,255	\$	633,399	75.00%	\$ 475,049	\$ 35,000	\$ 193,350			
17	\$ 28,141,887	\$	650,255	75.00%	\$ 487,692	\$ 35,000	\$ 197,564			
18	\$ 28,423,306	\$	667,385	75.00%	\$ 500,539	\$ 35,000	\$ 201,846			
19	\$ 28,707,539	\$	684,793	75.00%	\$ 513,595	\$ 35,000	\$ 206,198			
20	\$ 28,994,615	\$	702,482	75.00%	\$ 526,861	\$ 35,000	\$ 210,620			
TOTAL		\$	10,991,686		\$	8,243,765	\$	600,000	\$	3,347,922

Net Property Tax Savings³ \$ **7,643,765**

Net Savings % **70%**

Footnotes

¹ Based on the 2024 aggregate millage rate in unincorporated Putnam County, Georgia; increase in millage is anticipated. 0.5% millage increase is expected each year, with 14% millage increase over the term.

² Year 1 is assumed to be no later than 2027; there are PILOTs during construction in progress years before Year 1, but issuance and annual fees are payable

³ Tax savings is provided through a Bond-for-title structure where title is vested in the Putnam Development Authority under standardized documentation required by the Authority.

SCHEDULE 4

COMMUNITY INCENTIVES SCHEDULE

1. The recovery value (“**Recovery Value**”) of each of the incentives provided pursuant to the Sections of this Agreement identified below shall be as specified in the rows of the table set forth below (the “**Incentives Table**”), with any payments to be made as provided in this Community Incentives Schedule to the payees indicated as follows:

INCENTIVES TABLE

SECTION	INCENTIVE	RECOVERY VALUE	RECOVERY FACTOR	RECOVERY PAID TO*
3.2	Property Tax Savings on Project	Actual amount of <i>ad valorem</i> property taxes on Project saved each year	100%	Appropriate Taxing Authorities, Pro Rata in Proportion to Applicable Millage Rates

2. The Company shall make a payment with respect to each incentive listed in the Incentives Table above (each payment, a “**Community Recovery Payment**,” and collectively, the “**Community Recovery Payments**”) to the respective payees so specified based on the Recovery Value as so determined for each year included in the Performance Period in which a Project Shortfall Percentage is determined as provided in this Agreement. If the Project Shortfall Percentage is 0% or less, there shall be no Community Recovery Payment due.
3. The table (“**Community Goals Table**”) set forth below sets forth the Community Jobs Goal and Community Investment Goal for the Project. For all purposes of this Agreement, the “**Performance Period**” is the years included in the Savings Schedule, beginning with its Year 1. The Community Goals Table applies to incentives covered by the above Incentives Table.

COMMUNITY GOALS TABLE			
PERFORMANCE PERIOD (INCLUDES ALL YEARS SCHEDULED BELOW, AND ANY YEAR THROUGH WHICH THE PERFORMANCE PERIOD IS EXTENDED)	COMMUNITY JOBS GOAL (CUMULATIVE)	COMMUNITY INVESTMENT GOAL (CUMULATIVE)	COMMUNITY HOUSING GOAL (CUMULATIVE)
Year 1 and thereafter through Year 3	2	\$30 million	10 units

Year 3 and thereafter through and including Year 20	3	\$60 million	27 units
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4. The Community Jobs Goal, the Community Housing Goal, and the Community Investment Goal in any Year are each subject to the effect of Force Majeure. The effect of Force Majeure for such purposes shall be that for any Year in which the Company is entitled to claim, and does claim, the benefit of such provision, the Company shall be considered in compliance with its Community Jobs Goal, the Community Housing Goal, and/or Community Investment Goal, as applicable, provided that, in no event shall Force Majeure extend the Savings Schedule or the Term.

5. For each year for which a Project Shortfall Percentage is determined as provided in this Agreement, in order to determine the Community Recovery Payment for each incentive in the Incentives Table, such Project Shortfall Percentage shall be multiplied times the Recovery Value, the result shall be multiplied times the corresponding Recovery Factor, the result shall be the Community Recovery Payment, and the Company shall pay the amount thereof to the party or parties specified above simultaneously with its delivery of the Annual Report for the subject Year as required by this Agreement.

6. (a) Each of the following shall be a “**Trigger Event**” hereunder:
 - (i) The expiration or termination of the Bond Lease at a time when any part of the Project is subject to a Payment Percentage less than 100%, including, without limitation, expiration or termination in connection with the exercise of the Purchase Option provided for in Section 2.8 of this Agreement; and/or

 - (ii) A “**Project Closing**.” A Project Closing is defined as the permanent or temporary shutdown of the complete Project. An action that results in the effective cessation of the operation of the complete Project is a shutdown. A “temporary shutdown” is a Trigger Event only if it continues for a period of ninety (90) consecutive days or exists for a total of one hundred and twenty (120) days in a calendar year, whether or not such days are consecutive.

- (b) Upon the occurrence of a Trigger Event, the Payment Percentage provided in the Savings Schedule shall become 100% (and the Savings Percentage shall become 0%) for each subsequent year, any provision hereof to the contrary notwithstanding.

- (c) As soon as reasonably possible after it is aware of (but no later than immediately after the occurrence of) a Trigger Event, the Company shall file with the Authority a special Annual Report that shall comply as appropriate with Section 4.8 of this Agreement and shall also calculate what the Community Recovery Payments would be in the aggregate for each subsequent Year through the end of the period for which any part of the Project would be subject to a Payment Percentage less than 100%, ignoring any Force Majeure, using the actual investment amount through the date of the calculation, and assuming that jobs for each year after the year of calculation amount to zero. In the calculation of the Special Recovery Payment, the Company may exclude as a Recovery Value any property tax savings for years

after the Project reverts to normal property taxation or the Payment Percentage for all of the Project becomes 100%. The amount so calculated shall be subject to audit by the Authority, and upon acceptance by the Authority, such amount shall constitute a “**Special Recovery Payment.**” The Company shall pay the amount of the Special Recovery Payment to the Authority promptly upon being invoiced therefor and shall pay any past due normal Community Recovery Payments in arrears. The Authority shall have the same rights and remedies with respect to such Special Recovery Payment as with normal Community Recovery Payments, including, but not limited to, the Company’s liability for the payment of any interest, fees and costs (including, without limitation, attorneys’ fees incurred by the Authority), as provided in Section 4.10 hereto. For purposes of clarity, failure to pay any Special Recovery Payment payable under this Agreement when due shall result in the accrual of interest thereon in the same manner as for any failure to pay normal Community Recovery Payments. Any provision of this Agreement to the contrary notwithstanding, the Authority shall be under no obligation to perform under the Purchase Option provided for in Section 2.8 hereof until it has received payment of the Special Recovery Payment and any normal Community Recovery Payments that are past due.

SCHEDULE 4.2

RULES FOR SATISFYING THE COMMUNITY JOBS GOAL

1. For purposes of this Agreement, the number of new “full-time jobs” shall be defined and determined, from time to time, as provided follows:
 - a) Direct employees of the Company or an Affiliate of the Company created after Year 1 shall be counted.
 - b) Employees of the Company’s direct contractor(s) who are paid by the Company’s direct contractor(s) for working at the Site or on behalf of the Company.
 - c) In determining the number of full time jobs a portion of the definition of “full-time job” from the job tax credit regulations of the Georgia Department of Community Affairs, which portion is set forth below, shall be used, but shall be modified as follows: “In no event shall any temporary employee or leased employee be counted as occupying a full-time job, regardless of whether or not such person is employed by the Company or any other person or entity.”
 - d) Subject to such modification, “**full-time job**” means the following: “a job with no predetermined end date (other than a retirement date), with a regular work week of 35 hours or more on average for the entire normal year of local Company operations, and with benefits provided to other regular employees of the local Company, but does not mean a job classified for federal tax purposes as an independent contractor.”

2. The number of full-time jobs shall be calculated as provided below.
 - a) The number of jobs shall be determined based on the monthly average number of full-time employees subject to Georgia income tax withholding for the taxable year.
 - b) The monthly average number of full-time employees in a taxable year shall be determined by the following method:
 - (i) for each month of the taxable year, count the total number of full-time employees of the business enterprise that are subject to Georgia income tax withholding as of the last payroll period of the month or as of the payroll period during each month used for the purpose of reports to the Georgia Department of Labor;
 - (ii) add the monthly totals of full-time employees; and
 - (iii) divide the result by the number of months the business enterprise was in operation during the taxable year. Transferred jobs, except for jobs transferred to the Project from outside the State of Georgia, and replacement jobs may not be included in the monthly totals.

SCHEDULE 4.4

RULES FOR SATISFYING THE COMMUNITY INVESTMENT GOAL

1. Only capital investments in the Project by the Company, including those made on its behalf, such as by developers, contractors, or Affiliates, shall be counted regardless of whether such capital investment is subject to tax abatement, except as provided in 5 below.
2. Original cost, without regard to depreciation, shall be used in calculating whether the Community Investment Goal is met.
3. Both direct and indirect costs that are incurred to build and market the Project shall be counted and used in calculating whether the Community Investment Goal is met.
4. Capital investment in the Project for any portions subsequently conveyed or released in accordance with Section 1.5 shall be counted and used in calculating whether the Community Investment Goal is met.
5. Transferred equipment relocated by the Company to the Project shall not be included as part of the Project, and neither the cost nor value thereof shall be counted in calculating whether the Community Investment Goal is met.
6. Machinery and equipment leased to the Company under an operating lease (even though such property is not titled to the Authority and is not leased to the Company under the Bond Lease) and other machinery and equipment owned or beneficially owned by the Company but not leased to it under the Bond Lease, shall be counted. The Parties understand that personal property will not be financed through the Bond and will not benefit from the Savings Schedule.

SCHEDULE 4.8

FORM OF ANNUAL REPORT

[DATE]

[AUTHORITY]

Re: Memorandum of Understanding (“MOU”) and Economic Development Agreement (“EDA”) between the Putnam Development Authority (“Authority”) and Harmony Road GA, LLC (“Company”) regarding the capital project located in Putnam County, Georgia (the “Project”) – 20__ Annual Report

Dear _____:

This letter shall serve as the 20__ Annual Report, as required under the MOU and EDA.

1. Community Jobs Report

As of December 31, 20__, the total number of full-time jobs located at the Project was _____. We have enclosed _____, as evidence of such job creation.

The Community Jobs Goal for ____ was ____ jobs. The Community Jobs Shortfall for the year ____ is ____ jobs. The Community Jobs Shortfall Percentage is ____% ($\frac{\text{---}}{\text{---}}$).

2. Community Investment Report

As of December 31, 20__, the Company has invested \$_____ in the Project.

The Community Investment Goal for 20__ was \$_____. Therefore, the Community Investment Shortfall Percentage is ____%.

3. Community Housing Report

As of December 31, 20__, the Company has reserved ____ units in the Project.

The Community Housing Goal for 20__ was 27 units. Therefore, the Community Housing Shortfall Percentage is ____%.

4. Community Recovery Payments

The Project Shortfall Percentage for 20__ is ____% ($\frac{\text{---}\% + \text{---}\% + \text{---}\%}{3}$). [IF A COMMUNITY RECOVERY PAYMENT IS DUE, THAT PAYMENT SHOULD BE CALCULATED HERE BASED ON THE RECOVERY SCHEDULE IN THE MOU.]

5. Outstanding Bond Balance

As of December 31, 20___, the outstanding balance on the Bond was \$_____.

5. Payments in Lieu of Taxes

For the prior tax year ending December 31, 20___, the normal ad valorem taxes which would have been otherwise due on the Project but for the MOU and the Bond would have been approximately \$_____, the tax savings to the Company for the Project were approximately \$_____, and the payments in lieu of taxes paid under the MOU and EDA were \$_____.

Please do not hesitate to let us know if you require any additional information.

Sincerely,

Enclosures