

**Lilburn Downtown Development Authority
Resolution No. 2023-02**

Date of Reading and Adoption: July 19, 2023
At the regular meeting of the Lilburn Downtown Development Authority

**RESOLUTION OF THE LILBURN DOWNTOWN DEVELOPMENT
AUTHORITY APPROVING IN PRINCIPLE THE ISSUANCE OF ITS
ECONOMIC DEVELOPMENT REVENUE BONDS HAVING A
MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$60,000,000, TO
FINANCE ALL OR A PART OF THE COST OF A CAPITAL PROJECT
IN THE CITY OF LILBURN, GEORGIA AND AUTHORIZING THE
EXECUTION OF A LETTER OF INTENT AND INDUCEMENT
AGREEMENT, AND FOR ANY RELATED PURPOSES.**

WHEREAS, the Lilburn Downtown Development Authority (the “**DDA**”) is a downtown development authority and public body corporate and politic duly created pursuant to the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended (the “**Act**”); the Act provides that the DDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City of Lilburn, Georgia (the “**City**”) and is authorized by the Act to issue its revenue bonds to finance land, buildings and related personal property, which revenue bonds are required to be validated pursuant to the provisions of the Revenue Bond Law (O.C.G.A. § 36-82-60, *et seq.*); and

WHEREAS, the DDA has been informed by RangeWater Development, LLC, a limited liability company organized under the laws of the State of Georgia (the “**Company**,” which term shall include a person or persons, or entity or entities to which the rights of the Company under the Letter of Intent and Inducement Agreement attached hereto as Exhibit A may be assigned), that the Company desires for the DDA to issue its revenue bonds (the “**Bonds**”) in one or more series in an aggregate principal amount not to exceed \$60,000,000 (hereinafter called the “**Maximum Bond Amount**”) to finance a part or all of the costs of a capital project (the “**Project**”) described on the “**Project Summary**” attached hereto and incorporated herein by reference (the “**Project Summary**”); and

WHEREAS, the Company has requested that the DDA express its official intent to issue the Bonds for the Project in order to permit proceeds of the Bonds to be used to reimburse original expenditures made prior to the issuance of the Bonds, as permitted by federal income tax regulations §1.150-2 (the “**initial expression of official intent**”); and

WHEREAS, the DDA has been advised that the Company expects the Project to create new or retain full-time jobs in the City and will otherwise have a favorable impact on the welfare of the City; and

WHEREAS, the Project, being a project that will promote private sector employment in the City, may be financed under the Act; and

WHEREAS, after careful study and investigation of the nature of the Project, the DDA hereby finds and determines that the Project may be financed as a “project” as defined in the Act, and that the Project will promote the objectives of the Act and will provide employment opportunities in the City; and the DDA further specifically finds and determines that the Project will develop and promote trade, commerce, industry, and employment opportunities for the public good and the general welfare and will promote the general welfare of the State of Georgia (the “State”) and that the Project and the issuance of the Bonds to finance all or a part of the cost thereof will be in the public interest of the inhabitants of the City and of the State and will be in furtherance of the public purposes for which the DDA was created and is existing, as provided in the Act; and

WHEREAS, under the Act, the DDA may issue the Bonds to pay costs of planning, development, acquisition, construction, equipping and carrying out of the Project; under the Act, and as determined by the DDA, (i) the Project may be acquired and owned by the DDA and leased to the Company under a financing lease, which lease (or by separate option agreement) grants to the Company an option to purchase the Project for a nominal price when the Bonds have been retired or defeased; or (ii) the Project may be acquired by the DDA and sold to the Company utilizing an installment sale agreement and the Company’s installment note; or (iii) the DDA may loan the proceeds of the Bonds to the Company utilizing a loan agreement and the Company’s installment note; under the alternative financing structures, the Company would make periodic rental payments, purchase price payments or loan payments at the times and in the amounts required to pay the principal of, the redemption premium (if any), and the interest on the Bonds; and

WHEREAS, in view of the need to place the Project in operation as soon as possible and other factors, the Company desires to make expenditures, or to cause the DDA to make expenditures with moneys advanced by the Company, relating to the Project prior to the issuance of the Bonds, which the Company desires to have reimbursed with proceeds of the Bonds and wishes to obtain assurances from the DDA that, upon satisfaction of all requirements of law and other conditions imposed by the DDA as specified in the Letter of Intent and Inducement Agreement that is approved hereby, the Bonds will be issued and sold and the proceeds therefor will be made available to finance the costs of the Project, to the extent of such proceeds, and to reimburse the Company for expenditures relating to the Project that are made prior to the issuance of the Bonds; and

WHEREAS, for purposes of Section 1.150-2 of the federal income tax regulations, this resolution is intended to express the official intent of the DDA to issue the Bonds to pay costs of the Project and to reimburse costs of the Project incurred prior to the issuance of the Bonds; and

WHEREAS, the Company has requested that the DDA express its willingness to issue the Bonds to finance the Project, and the DDA has determined that it is in the best interest of the inhabitants of the City that the Project be carried out and that the planning, development, acquisition, equipping and carrying out thereof proceed without delay; and

WHEREAS, the DDA hereby further finds that the economic benefits that will inure to the City and the State from the Project and the operation thereof and the payments to be made by the Company will be equal to or greater than the benefits to be derived by the Company; therefore, the use of proceeds of the Bonds to acquire, construct and equip the Project, as applicable, and the transactions contemplated thereby do not violate the prohibition in the Georgia Constitution on the payment by public bodies of gratuities to private sector persons or entities; and

WHEREAS, in order further to provide inducement for the Company to establish or expand its facilities in the City, it is desirable for the DDA to approve and authorize the execution of the Letter of Intent and Inducement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lilburn Downtown Development Authority as follows:

1. Recitals. The foregoing recitals are incorporated in the body of this resolution by this reference.

2. Authorization. In order to induce the Company to proceed with the Project and to indicate the DDA's willingness to issue the Bonds to finance the Project, in whole or in part, the execution and delivery to the Company of a Letter of Intent and Inducement Agreement is hereby authorized. Such Letter of Intent and Inducement Agreement shall be executed by the Chairman or Vice Chairman of the DDA in substantially the form attached hereto as Exhibit A, subject to such changes, corrections, insertions, and omissions as may be approved by the Chairman or Vice Chairman of the DDA, with the advice of DDA's counsel, and the execution of such instrument by the Chairman or Vice Chairman of the DDA as herein authorized shall be conclusive evidence of such approval. The Chairman, Vice Chairman and other Directors and officials of the DDA are hereby authorized to take any and all further action and to execute and deliver any and all other documents as may be necessary or appropriate to authorize, issue, and deliver the Bonds and to effect the undertaking for which the Bonds are proposed to be issued.

3. Issuance and Sale of Bonds. Subject to the conditions set forth in the Letter of Intent and Inducement Agreement, the DDA will authorize the issuance of and will sell and issue the Bonds, in one or more series, in an aggregate principal amount not to exceed the Maximum Bond Amount. The Bonds shall be issued under, and in accordance with, the applicable laws of the State of Georgia, including the Act and the Revenue Bond Law, in an aggregate principal amount necessary to finance, to the extent of the Maximum Bond Amount, the cost of planning, development, acquisition, construction, equipping and carrying out of the Project and the expenses incidental thereto, including costs of issuance of the Bonds, upon such lawful terms and conditions as may be agreed upon by the DDA, the Company, and the purchaser or purchasers of the Bonds. The DDA finds, intends, and declares that the Letter of Intent and Inducement Agreement, when executed by the DDA and the Company, will constitute a binding commitment on the part of the DDA to issue the Bonds, subject, however, to the conditions set forth in the Letter of Intent and Inducement Agreement.

4. Pre-issuance Expenditures. The Company may, from time to time as it may deem necessary prior to the issuance of the Bonds, make expenditures with respect to the planning,

development, acquisition, construction, installation, equipping and carrying out of the Project or advance to the DDA funds for such purpose. Any such funds so advanced shall be kept by the DDA in a separate bank account or accounts to be opened by it, or its designee. The Company will be responsible, as principal and not as agent for the DDA, for the acquisition, construction and/or installation of the Project. Amounts so expended by the Company or advanced by the Company to the DDA, shall be repaid to the Company by the DDA, but solely from proceeds of the Bonds, if and when the same are issued and delivered.

5. Official Intent. For purposes of Section 1.150-2 of the federal income tax regulations, this resolution is intended to express the official intent of the DDA to issue the Bonds to pay costs of the Project and to reimburse costs of the Project incurred by the Company or incurred by the DDA prior to the issuance of the Bonds.

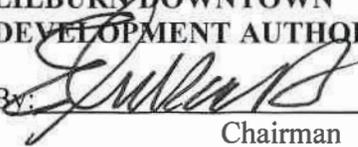
6. Bond Counsel. Seyfarth Shaw LLP, bond counsel to the DDA, shall serve as Bond Counsel and Issuer's Counsel to the DDA for the issuance of the Bonds; its fees and expenses are to be paid by the Company or from proceeds of the Bonds. Eversheds Sutherland (US) LLP, Counsel to the Company, shall provide a standard and customary Company Counsel legal opinion in connection with the issuance of the Bonds.

7. Effective Date. This resolution shall take effect immediately upon its adoption.

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DULY ADOPTED this 19th day of July, 2023.

LILBURN DOWNTOWN
DEVELOPMENT AUTHORITY

By: 

Chairman

(SEAL)

ATTEST:


Secretary

PROJECT SUMMARY

The Project consists of the acquisition, construction, installation and equipping of a multifamily residential development containing approximately 275 luxury apartments and related amenities, to be located on approximately 4 acres of land within the downtown development area of the City of Lilburn, Georgia (the "City"). The Company anticipates that the Project would create approximately 1,000 new full-time jobs in the City, which includes development jobs, consultants, designers, construction employees, operations and maintenance staff, leasing staff, marketing staff and financing staff.

EXHIBIT A

LETTER OF INTENT AND INDUCEMENT AGREEMENT

To: RangeWater Development, LLC
One Premier Plaza
5605 Glenridge Drive, Suite 775
Atlanta, Georgia 30342

RE: Proposed Financing of Project in Lilburn, Georgia

Ladies and Gentlemen:

The Lilburn Downtown Development Authority (the “**DDA**”) is a downtown development authority and public body corporate and politic duly created pursuant to the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended (the “**Act**”). The Act provides that the DDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City of Lilburn, Georgia (the “**City**”) and is authorized by the Act to issue its revenue bonds to finance land, buildings and personal property, which revenue bonds are required to be validated pursuant to the provisions of the Revenue Bond Law (O.C.G.A. § 36-82-60, *et seq.*).

The DDA has been informed by RangeWater Development, LLC, a limited liability company organized under the laws of the State of Georgia (the “**Company**,” which term shall include a person or persons, or entity or entities to which the rights of the Company under this agreement may be assigned), that the Company desires for the DDA to issue its revenue bonds (the “**Bonds**”) in one or more series in an aggregate principal amount not to exceed \$60,000,000 (hereinafter called the “**Maximum Bond Amount**”) to finance all or a part of the costs of a capital project (the “**Project**”) described on the “Project Summary” attached hereto and incorporated herein by reference (the “**Project Summary**”).

The DDA has been advised that the Company expects the Project to create new full-time jobs in the City and will otherwise have a favorable impact on the welfare of the City.

The Project constitutes a “project” under the Act, which may be financed under the Act.

After careful study and investigation of the nature of the Project, the DDA found and determined that the Project will promote the objectives of the Act and will provide employment opportunities in the City. The DDA further specifically determined that the Project will develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare and will promote the general welfare of the State of Georgia (the “**State**”) and that the Project and the issuance of the Bonds to finance all or a part of the cost thereof will be in the public interest of the inhabitants of the City and of the State and will be in furtherance of the public purposes for which the DDA was created and is existing, as provided in the Act.

For purposes of Section 1.150-2 of the federal income tax regulations, the DDA has expressed its official intent to issue the Bonds to pay costs of the Project and to reimburse costs of the Project incurred prior to the issuance of the Bonds.

Accordingly, in order to induce the Company to locate or expand the Project in the City and to operate, or cause to be operated, and continue to operate, the Project and in order to carry out the public purposes for which the DDA was created and exists, the DDA hereby makes the following proposals which, if accepted by the Company in writing as hereinafter provided, shall constitute an agreement having the following terms:

1. The DDA will issue the Bonds, in one or more series or sub-series, having an aggregate principal amount not to exceed the Maximum Bond Amount for the purpose of providing funds to pay or reimburse the costs, in whole or in part, as the Company may determine, of the planning, development, acquisition, construction, equipping and carrying out of the Project, including the cost of issuing the Bonds.

2. The Company shall be responsible for the arrangements pertaining to the sale of the Bonds. The Bonds may be (a) sold to the Company or an affiliate of the Company or (b) sold in a private placement or limited offering to (i) one or more banks, insurance companies, financial institutions, or “qualified institutional buyers” (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended), or (ii) other “Qualified Investors” if so provided and defined in the below-mentioned Bond Purchase Agreement, or (c) sold in a public offering if the Bonds are secured by a letter of credit from a bank (or branch of a bank) that is federally regulated or regulated by any state (including, without limitation, a Federal Home Loan Bank) and has an investment grade rating, so long as the Bonds and any embedded “separate securities” are exempt from registration under the federal securities laws. The Bonds shall be sold under a bond purchase agreement (the “**Bond Purchase Agreement**”) to be executed by the DDA, the Company and the original purchaser(s) or underwriter(s) of the Bonds (the “**Bond Purchaser**”), provided that all terms and conditions of the Bond Purchase Agreement must be satisfactory to the Company, the DDA and the Bond Purchaser in their absolute discretion. The Bonds may be, but (unless sold in a public offering) are not required to be, issued under a trust indenture (an “**Indenture**”). The Bonds may be, but are not required to be, issued as a single Bond. Any such single Bond may be issued in the form of a draw-down obligation providing for the Bond Purchaser to make a disbursement at the closing of the Bond issue of a portion of maximum principal amount of the Bond (the initial principal balance of the Bond being equal to such disbursement) and for subsequent disbursements (which will increase the principal balance of the Bond) from time to time as funds are needed to pay costs of the Project. The terms of the Bonds (principal amortization, final maturity, interest rate(s), redemption provisions, and other terms) shall be as provided for in the resolution of the DDA authorizing the issuance of the Bonds (the “**Bond Resolution**”), in the Bond Purchase Agreement, in the Indenture, if any, or in a combination of the foregoing and shall be reflected in the form of the Bonds. The Bonds shall be issued and sold by the DDA at such price and upon such terms as shall be provided in the Bond Purchase Agreement.

3. Simultaneously with the delivery of the Bonds and as determined by the DDA, either: (i) title to the Project would be vested in the DDA and the Project would be leased to the

Company under a financing lease, which lease (or by separate option agreement) grants to the Company an option to purchase the Project for a nominal price when the Bonds have been retired or defeased; or (ii) title to the Project would be acquired by the DDA and the Project would be sold to the Company utilizing an installment sale agreement and the Company's installment note; or (iii) the DDA would loan the proceeds of the Bonds to the Company utilizing a loan agreement and the Company's installment note. Under the foregoing alternative financing structures, the Company would make periodic rental payments, purchase price payments or loan payments, as applicable, at the times and in the amounts required to pay the principal of, the redemption premium (if any), and the interest on the Bonds as the same become due and payable (after giving credit to other amounts for such purpose). The financing lease, installment sale agreement or loan agreement and any related option agreement, deed to secure debt, mortgage or security agreement (collectively, the "**Basic Security Documents**") shall contain terms and provisions substantially of the type normally included in financing leases, installment sale agreements or loan agreements, as applicable, between "conduit" bond issuers and users of bond-financed property.

4. The Company may not transfer the Project or its interests and rights under the Basic Security Documents without the prior written consent of the DDA, such consent not to be unreasonably withheld, except as otherwise provided in the Basic Security Documents.

5. The Company shall pay all taxes and assessments, if any, which may be lawfully levied or assessed upon the Company, the DDA, the Project, or the payments under the Basic Security Documents, but shall be entitled to contest such taxes or assessments so long as such contest does not expose the Project or the revenues received by the DDA under the Basic Security Documents to risk of loss. If no *ad valorem* taxes are payable on the Project or on the Company's interest therein, the DDA may require the Company to pay payments in lieu of such taxes, or payments equivalent thereto, as hereinafter provided.

6. The Company shall pay utility charges for utilities used at the Project and shall keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the business of the Company and shall carry public liability insurance covering personal injury, death, or property damage with respect to the Project, in amounts and with deductibles approved by the DDA, but it may be self-insured to the extent permitted by the DDA in the Basic Security Documents. To the extent appropriate, the DDA shall be named as insured and/or loss payee on any such insurance.

7. The obligation of the Company to make all payments required under the Basic Security Documents shall be absolute and unconditional upon the issuance and delivery of the Bonds. The obligations of the Company under the Basic Security Documents shall be secured in a manner as shall be agreed upon by the DDA, the Company and the Bond Purchaser.

8. The Company shall be permitted to dispose of, replace or make substitutions for any obsolete or worn out fixtures, machinery, equipment, and related personal property constituting part of the Project; provided that if the Bonds or any series thereof are federally tax-exempt bonds (the interest on which is excluded from the gross income of the holder, other than a holder that is a "substantial user" of the Project or a "related person" to such a "substantial

user”, as such terms in quotations are used in Section 147(a) of the Internal Revenue Code of 1986, as amended), then such disposal, replacement and substitution shall be permitted only if (taking into account any “remedial action” under the “change in use” rules of the federal income tax regulations applicable to such Bonds) such action does not cause the interest on the Bonds to become includable in the gross income of any holder thereof other than a holder that is a “substantial user” of the Project or a “related person” to such a “substantial user.”

9. Simultaneously with the delivery of the Bonds, the Company, or another person or entity, shall, if required by the Bond Purchase Agreement, and if such person or entity shall consent thereto, execute a guaranty agreement in favor of the Bond Purchaser or, if an Indenture is used, such guaranty may be in favor of the trustee for the Bonds, or if the Bonds are secured by a letter of credit or other credit enhancement, such guaranty may be in favor of the issuer of the credit enhancement, pursuant to which the guarantor or guarantors shall absolutely and unconditionally guarantee the DDA’s obligations under the Bonds or the obligations of the Company under the Basic Security Documents or under documents pertaining to any such letter of credit or other credit enhancement.

10. The Bond Resolution, Indenture (if any) and Bond Purchase Agreement shall contain terms and provisions of the type generally utilized in connection with such financial undertakings, as agreed upon by the DDA, by the Bond Purchaser and by the Company. The DDA shall pledge, assign, and grant, subject to certain retained and unassigned rights, a security interest to the Bond Purchaser, to the trustee (if an Indenture is used) or to the issuer of any credit enhancement (in the case of a letter of credit or credit enhancement) in the DDA’s right, title, interest, and remedies in and to the Basic Security Documents, as security for its obligations under the Bonds. The DDA shall further secure its obligations under the Bonds in a manner as shall be agreed upon by the DDA, the Company, and the Bond Purchaser. The Bonds, the Bond Resolution and Indenture (if any) shall provide that in the performance of the covenants contained therein on the part of the DDA, any obligations the DDA may incur for the payment of money shall not be a general obligation on its part, but shall be a special or limited obligation payable solely from the specific payments received under the Basic Security Documents or from Bond proceeds, foreclosure proceeds, title insurance proceeds, casualty insurance proceeds, condemnation awards, or other proceeds collected under the Basic Security Documents, or from security for the Company’s obligations under the Basic Security Documents, or from security otherwise pledged to the payment of debt service on the Bonds or from a combination of such sources.

11. The Company, in accepting this agreement, shall thereby agree to indemnify, defend, and hold the DDA and the individual members, directors, officers, and agents thereof harmless against any claim of loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, development, acquisition, construction, renovation, equipping, and carrying out of the Project. The indemnities set forth above specifically extend to, but are not limited to, governmental or other claims relating to any actual or alleged liability arising under or any violation of any federal, state and local laws, rules, regulations, ordinances, programs, permits, guidance, orders, and consent decrees (hereafter “**Environmental Laws**”) relating to health, safety, and environmental matters, including, but not

limited to, all Environmental Laws as of the date hereof, or as those Environmental Laws may be amended, revised or superseded, of any governmental authority having jurisdiction over the proposed Project addressing pollution or the protection of human health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701, *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; and all similar laws (including implementing regulations) of any governmental authority having jurisdiction over the proposed Project, regardless of whether or not any such liability or violation relates to any period prior to the acquisition of the proposed Project by the DDA or its acquisition theretofore by the Company. The Company also agrees to reimburse the DDA or otherwise pay on behalf of the DDA any and all expenses, not hereinbefore mentioned, incurred by the DDA in connection with the Project and in connection with the issuance of the Bonds. This indemnity may be superseded (provided, such supersession shall not affect any accrued liability hereunder) by a similar indemnity in the Basic Security Documents; otherwise, it shall remain in full force and effect, and if the Bonds are not issued and delivered, this indemnity shall survive the termination of the inducement agreement resulting from the Company's acceptance of this Agreement. Without limitation, it shall be a condition to the DDA's accepting title to the Project, if such is involved in the financing structure that is used for purposes of Section 3, above, that the DDA be satisfied with the environmental condition of the Project, and, without limitation, at or prior to the closing of the Bond (the "**Closing**"), the Company shall provide to the DDA, 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 Project site. The Phase I Assessment shall have been conducted by an environmental engineering or consulting firm reasonably acceptable to the DDA 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 E1527-13, "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 shall expressly authorize reliance on its contents, including its conclusions and any recommendations for further assessment, by both the Company and the DDA. If the Phase I Report contains a recommendation for further assessment, or if additional assessment or investigation is reasonably requested by the DDA, 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 DDA; and be conducted and provided to the DDA less than 180 days prior to the Closing; and comply with ASTM International Designation E1903-11, "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 both the Company and the DDA to equally rely on its contents, including its conclusions. The DDA's satisfaction with the Phase I Assessment and any

Phase II Assessment conducted pursuant to this Section 11, together with the DDA's satisfaction with the environmental condition of the Project site, shall be a closing condition in favor of the DDA. 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 Environmental Laws, regardless of whether or not any such violation relates to any period prior to the acquisition of the Project by the DDA or its acquisition theretofore by the Company. Nothing herein contained shall require the Company to provide indemnification against 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.

12. The Company shall be responsible for the financing and carrying out of the Project, and the Company, in accepting this agreement, hereby agrees to perform all acts needed in connection with the financing and carrying out of the Project.

13. The DDA shall, upon the request of the Company, permit the financing and carrying out of the Project by the Company to begin and to continue prior to the issuance and delivery of the Bonds. Contracts or other documents for the financing and carrying out of the Project may be let by the Company. Any financial liability of the DDA hereunder is limited to proceeds of the Bonds, if and when the same are issued, and if the Bonds are not issued, or the amount of proceeds thereof to be applied to payments under any such contract are not sufficient to fulfill the Company's obligations under the contract, the Company is to be the only source of payment thereof. The Company shall pay amounts due thereunder to the extent not paid from proceeds of the Bonds. The Company will be responsible, as principal and not as agent for the DDA, for the acquisition, construction and/or installation of the Project. The Company may expend its own funds to pay costs of the Project prior to the issuance of the Bonds and may advance funds to the DDA for such purpose. Any such funds so advanced shall be kept by the DDA in a separate bank account or accounts to be opened by it, or its designee, until expended, at the direction of the Company, to pay costs of the Project. If the Company elects to exercise its rights granted in this Section, it is understood and agreed that expenditures of funds by the Company and advances by the Company of funds to the DDA in connection with the Project shall be at the entire risk of the Company, and in the event costs are incurred by the Company or incurred by the DDA with funds advanced by the Company, reimbursement by the DDA for such costs or advances can only be made from the proceeds of the Bonds if and when the Bonds are issued. If proceeds of the Bonds are not sufficient to provide for the financing in full of the Project, the Company shall provide funds or obtain additional financing in an amount necessary to complete the Project.

14. The Company is hereby informed that numerous procedural and substantive actions must be undertaken and completed in order to conclude this transaction in accordance with applicable state and federal laws, rules, and regulations. Further, if the Company elects to exercise its rights granted in Section 13, above, it is understood and agreed that expenditures of funds shall be at the entire risk of the Company, and in the event costs are incurred by the Company, reimbursement for such costs or expenses can only be made from the proceeds of the Bonds if and when the Bonds are issued.

15. The DDA and the Company shall assist in the prompt preparation by Bond Counsel of the Bond Resolution, the Bond Purchase Agreement, the Basic Security Documents, any Indenture, any guaranty agreement and any related financing documents (collectively called the “**Bond Documents**”), and any related documents needed to carry out the financing.

16. Upon the issuance and delivery of the Bonds, the agreement resulting from the Company’s acceptance of this agreement shall have no further effect, and in the event of any inconsistency between the terms of this agreement and the terms of the Bond Documents, the provisions of the Bond Documents shall control.

17. (a) If for any reason the Bonds are not issued and delivered by the DDA on or before April 30, 2024, then the provisions of this agreement and the agreement resulting from its acceptance by the Company shall, at the option of any party to be evidenced in writing, be canceled, and no party shall have any rights against the other, and no third parties shall have any rights against any party, except:

- (1) The DDA shall convey to the Company any portion of the Project that was theretofore acquired by the DDA from the Company or with funds provided by the Company; and
- (2) The Company shall pay or reimburse the DDA for all expenses which shall have been authorized by the Company and incurred by the DDA with funds of the DDA in connection with the planning, development, acquisition, equipping and carrying out and financing of the Project; and
- (3) The Company shall assume and be responsible for all contracts entered into by the DDA at the request or direction of the Company in connection with the Project and any contracts heretofore assigned by the Company to the DDA in connection with the Project.

(b) The Company shall pay or reimburse any out-of-pocket expenses of the members, directors, officers, and agents of the DDA, the accountants for the DDA, counsel for the DDA and Bond Counsel incurred at the direction of the Company in connection with the Project and the proposed issuance of the Bonds and shall pay counsel for the DDA’s and Bond Counsel’s fees for legal services and shall pay the accountants for the DDA’s reasonable fees for accounting services related to the proposed issuance of the Bonds, and the Company shall be responsible for the fees and expenses of its own counsel, regardless of whether or not the Bonds are sold.

(c) If for any reason the DDA or its counsel has not received a duplicate original of this letter of intent and inducement agreement, with the acceptance hereof signed by the Company, by 5:00 o’clock p.m., Lilburn, Georgia, time, on August 31, 2023, then this letter of intent and inducement agreement shall expire and the DDA shall have no obligation to the Company as a result of the resolution that authorized this letter of intent or under its proposed provisions.

18. The Company shall apply for, and use its best efforts to obtain, all permits, licenses, authorizations, and approvals required by all governmental authorities in connection with the planning, development, acquisition, construction, installation, equipping and carrying out and use of the Project.

19. In the event title to the Project is vested in the Company, the Company shall pay *ad valorem* taxes with respect to the Project, as above provided. In the event title to the Project is vested in the DDA and the Project is leased to the Company, the Company shall, with respect to its leasehold interest in the Project, if legally required to do so, pay *ad valorem* taxes relating to the Project. The foregoing shall not preclude the Company from asserting a claim for *ad valorem* tax exemption to which it would otherwise be entitled under the laws of the State of Georgia, as a fee simple owner (or as if the Company were a fee simple owner) of the Project or the site thereof. If the Company is leasing the Project from the DDA and is not legally required to pay *ad valorem* taxes thereon, in order that the appropriate taxing entities shall not be totally deprived of revenues that they would receive from the Project if the title thereto were held by the Company, the DDA may require the Company to make payments in lieu of taxes.

20. The Company shall be responsible for 100% of all transactional costs of the issuance of the Bonds and other matters related thereto, provided that such costs shall be subject to the Company's approval, which shall not be unreasonably withheld.

21. The Company agrees to pay the DDA's normal financing fee in connection with the issuance of bonds, unless the DDA agrees to waive or reduce such fee, as detailed in the Bond Documents.

22. The Company shall bear all costs incurred by the DDA pursuant to this agreement resulting from the Company's acceptance of this agreement if the Bonds are not issued or sold.

23. All rights and benefits of the Company under this agreement and the DDA's resolution authorizing this agreement may be transferred and assigned by the Company, in whole or in part, with the written approval of the DDA, which approval shall not unreasonably be withheld, conditioned or delayed, to any one or more individuals, corporations or other entities which propose to acquire the Project, in either case with the same effect as if such affiliate or such individuals, corporations or other entities were named as the "Company" in this agreement and the DDA's resolution authorizing this agreement. Unless otherwise agreed in writing by the DDA, the assignment of the Company's rights shall not release the Company from its obligations for costs and indemnification and following any such assignment, the Company and such assignee shall be jointly and severally liable for costs and indemnification hereunder.

24. The DDA's willingness to issue the Bonds and to enter into the agreement resulting from the Company's acceptance of this agreement is based on the DDA's knowledge of the Company and the Project as of the date of this agreement. In the event materially adverse information about the Company (or any assignee of the Company's rights hereunder) or the Project should come to the attention of the DDA prior to the issuance of the Bonds which, in the reasonable judgment of the DDA, makes it unwise to proceed with the issuance of the Bonds, the DDA shall so advise the Company (or the Company and any assignee of the Company's rights

hereunder) in writing, whereupon the agreement resulting from the Company's acceptance of this agreement shall, except for the Company's obligations to pay expenses and the Company's (and any assignee's) indemnity contained herein, terminate and be of no further force and effect.

25. At any time prior to the issuance and delivery of the Bonds, the Company (or any assignee of the Company's rights hereunder) may, at its option, and upon written notice to the DDA, direct the DDA not to issue the Bonds and terminate this agreement provided that such termination shall not terminate the Company's or any such assignee's obligations that are stated in this agreement relating to the reimbursement of the DDA for expenditures incurred by the DDA and shall not terminate the Company's or any such assignee's indemnification obligations that are stated in this agreement.

26. Seyfarth Shaw LLP, bond counsel to the DDA, shall serve as Bond Counsel and Issuer's Counsel to the DDA for the issuance of the Bonds; its fees and expenses are to be paid by the Company or from proceeds of the Bonds. Eversheds Sutherland (US) LLP, Counsel to the Company, shall provide a standard and customary Company Counsel legal opinion in connection with the issuance of the Bonds.

If the foregoing proposal is satisfactory to the Company, you may so indicate by executing this agreement as a duly authorized representative of the Company and by returning a copy to the DDA. By so executing this agreement, you shall be deemed to have represented that your execution hereof has been duly authorized by the Company and that this agreement is binding upon the Company.

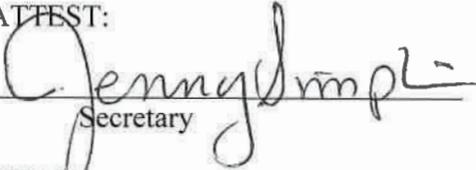
This agreement and your acceptance will then constitute an agreement in principle with respect to the matters herein contained as of the date set forth above between the DDA and the Company.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Yours very truly,

**LILBURN DOWNTOWN
DEVELOPMENT AUTHORITY**

ATTEST:


Secretary

(SEAL)

By: 
Chairman

PROJECT SUMMARY

The Project consists of the acquisition, construction, installation and equipping of a multifamily residential development containing approximately 275 luxury apartments and related amenities, to be located on approximately 4 acres of land within the downtown development area of the City of Lilburn, Georgia (the "City"). The Company anticipates that the Project would create approximately 1,000 new full-time jobs in the City, which includes development jobs, consultants, designers, construction employees, operations and maintenance staff, leasing staff, marketing staff and financing staff.

**ACCEPTANCE OF PROPOSAL OF THE
LILBURN DOWNTOWN DEVELOPMENT AUTHORITY**

The terms and conditions contained in the foregoing proposal of the Lilburn Downtown Development Authority are hereby accepted this ____ day of _____, 2023.

RANGEWATER DEVELOPMENT, LLC

Name:
Title:

SECRETARY'S CERTIFICATE

The undersigned, being the duly appointed, qualified, and acting Secretary of the Lilburn Downtown Development Authority (the "DDA"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution adopted on July 19, 2023, by the Board of Directors of the DDA in a meeting duly called and assembled, after due and reasonable public notice was given in accordance with the procedures of the DDA and with the applicable provisions of law, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of public record in the minute book of the DDA which is in my custody and control.

I do hereby further certify that all members of the DDA were present at said meeting except the following members who were absent:

N/A

and that the Resolution was duly adopted by the following vote:

The following voted "Aye": Joe Nocera Tom Mills Hugh Wilkerson
Eddie Price Scott McCreedy Mark DeArmon
Elmer Nash

The following voted "Nay": N/A

The following Did Not Vote: N/A

Given under my hand and the seal of the DDA this 19th day of July, 2023.

Jenny Simpt
Secretary

(SEAL)