

## SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”), by and between the **EFFINGHAM COUNTY BOARD OF TAX ASSESSORS** (the “**Tax Board**”), the **EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** (“**ECIDA**”), and **SAVANNAH INDUSTRIAL DEVELOPMENT, LLC**, a Colorado limited liability company (“**SID**”). The Tax Board, ECIDA and SID are each sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

### **RECITALS**

- A. ECIDA is a public body corporate and politic and a constitutional authority of the State of Georgia created by a local constitutional amendment ratified in 1968, and thereafter implemented and amended by local legislation of the General Assembly.
- B. ECIDA is the current titled owner of certain parcels of real property located within Effingham County, Georgia in the industrial park known as “Savannah Gateway Industrial Hub” (the “**Master Development**”). The specific parcels within the Master Development titled in ECIDA are listed by their tax parcel identification numbers on Exhibit A attached hereto (collectively, the “**Properties**”).
- C. ECIDA appointed SID as its master developer, agent, and attorney-in-fact to undertake the development of the Properties, together with other parcels contained within and comprising parts of the Master Development, pursuant to that certain Master Development Agreement dated March 3, 2016, by and between ECIDA and SID (as amended, the “**MDA**”). ECIDA entered into the MDA in furtherance of its public purpose of developing a large-scale industrial complex on its land to attract private capital investment, expand the local tax base, create employment opportunities, and otherwise promote economic growth and the public interest in Effingham County.
- D. Property owned by ECIDA is ordinarily exempt from ad valorem property taxation pursuant to O.C.G.A. § 48-5-1(a)(1)(A).
- E. In late 2025, the Tax Board notified SID that the Tax Board contended SID was the fee simple owner because of the incidents of ownership in SID, notwithstanding title documents on record, and so issued 2025 *ad valorem* notices of tax assessments of the Properties (the “**2025 Tax Assessments**”) and sent 2025 tax bills for the Properties (the “**2025 Tax Bills**”) to Savannah Industrial Development, Inc. (intending to have sent them to SID), copies of which are attached hereto as Exhibits B and C, respectively. The 2025 tax bills on those 2025 Tax Assessments collectively bill \$4,394,269.16 in *ad valorem* taxes to SID (incorrectly identified as Savannah Industrial Development, Inc.) with respect to the Properties. Under the terms of the MDA, ECIDA is obligated to pay any applicable ad valorem taxes assessed against the Properties regardless of whether billed to SID or ECIDA.
- F. The Tax Board contends that, notwithstanding record title to the Properties being held by ECIDA, the Tax Board rightfully assessed and taxed the Properties because the MDA vests

SID with sufficient incidents of ownership, dominion, and control over the Properties to constitute “constructive ownership” or an otherwise taxable property interest for ad valorem tax purposes under Georgia law.

- G. SID and ECIDA contend that ECIDA at all times has continued to hold fee simple title to the Properties, that the Properties are exempt from ad valorem taxation pursuant to Georgia law, and that the MDA establishes a principal-agent relationship pursuant to which SID acts solely on behalf of ECIDA in furtherance of ECIDA’s public purposes, without conveying to SID any taxable fee, leasehold, estate for years, usufruct, or other possessory or ownership interest in the Properties.
- H. Accordingly, SID and ECIDA dispute the taxability and tax ownership of the Properties under Georgia law for the 2025 tax year and for subsequent tax years. These disputed matters have been the subject of correspondence and negotiations between counsel for the Tax Board and counsel for SID and ECIDA, including without limitation the letters attached hereto in Exhibit D.
- I. SID and ECIDA also contend that they did not receive proper notice of the 2025 Tax Assessments in accordance with O.C.G.A. § 48-5-306, and that such failure to provide statutory notice deprives the Tax Board of jurisdiction to assess ad valorem taxes against SID.
- J. A hearing before the Effingham County Board of Equalization (the “**BOE**”) to adjudicate the taxability and valuation of the Properties for the 2025 tax year is currently scheduled for March 6, 2026 (the “**BOE Hearing**”). Following the BOE Hearing, the parties may have certain judicial appeal rights.
- K. Continued litigation and administrative proceedings relating to the matters described herein, including participation in the BOE Hearing and any subsequent appeals, will result in substantial expense, uncertainty, and delay. The Parties desire to comprehensively and finally resolve the disputed matters described herein, in accordance with the terms of this Agreement.
- L. Each Party has determined that entry into this Agreement, and any agreements or transactions contemplated by this Agreement, will be in its own best interest, and, in the case of ECIDA and the Tax Board, will serve the public purposes of such governmental entities.
- M. The above recitals are fully incorporated herein as material parts of this Agreement

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **I. TAX STATUS OF THE PROPERTIES**

**1.1 Settlement of Valuation and Taxability Dispute for 2025.** The Tax Board agrees to fully and finally resolve all ad valorem tax matters with respect to the Properties, and any other parcels within the Master Development titled in ECIDA, for the 2025 tax year, including, without

limitation, the 2025 Tax Assessments and the 2025 Tax Bills, in exchange for a one-time payment of Two-Hundred Fifty Thousand and 00/100 Dollars (\$250,000). Such payment shall be made to the Effingham County Tax Commissioner, including as a third-party beneficiary of the instant Settlement Agreement, by or on behalf of SID, within thirty (30) days of the Effective Date. The Tax Board agrees to promptly restore ECIDA as the tax owner of Properties and to issue amended 2025 Notices of Assessment showing same, and direct the Tax Commissioner to revoke the 2025 Tax Bills relating thereto, upon receipt of such payment

**1.2 Settlement of Valuation and Taxability Dispute for 2026.** The Tax Board agrees to fully and finally resolve all ad valorem tax matters with respect to the Properties, and any other parcels within the Master Development titled in ECIDA, for the 2026 tax year, including, by way of example but not of limitation, by refraining to issue any tax assessments or tax bills to SID or to ECIDA for tax year 2026, in exchange for a one-time payment of Two-Hundred Fifty Thousand and 00/100 Dollars (\$250,000) to ECIDA and a one-time payment of Fifty Thousand Dollars (\$50,000) to the Effingham County Board of Education. Such payments shall be made to ECIDA (who shall distribute such payment in the same method and manner as the PILOT Transaction detailed Section 2.1 hereafter) and the Effingham County Board of Education, respectively, by or on behalf of SID, on or prior to December 15, 2026. The Tax Board agrees not to assess the Properties or issue tax bills for the Properties in or for the 2026 tax year.

**1.3 Adjustment of Status of 1004 Gateway Parkway.** SID has no legal nor beneficial ownership interest in the parcel located at 1004 Gateway Parkway (Tax Parcel ID 0450F002FS, Parcels 0450F012FS and 0450F011FS) (“**1004 Gateway Parkway**”). This Property was assessed with the other 2025 Tax Bills in error. 1004 Gateway Parkway is owned in fee by ECIDA and rented to a third-party owner pursuant to a payment in lieu of taxes abatement transaction. Accordingly, the Tax Board agrees to promptly restore ECIDA as the tax owner of 1004 Gateway Parkway and to issue an amended 2025 Tax Assessment showing same, and therefore direct the Tax Commissioner to revoke the 2025 Tax Bill relating thereto.

## **II. PILOT TRANSACTION**

**2.1 Creation of a PILOT Transaction.** ECIDA and SID covenant and agree with the Tax Board to enter into a property tax abatement transaction with respect to the Properties, and any other parcels within the Master Development titled in ECIDA, prior to the end of the 2026 calendar year that will: (a) be consistent with the economic terms and conditions set forth in Exhibit E (the “**PILOT Term Sheet**”), (b) result in a \$250,000 annual payment-in-lieu-of-taxes by SID to ECIDA (to be further remitted by ECIDA to the Tax Commissioner) beginning in calendar year 2027, subject to the adjustments described in the Term Sheet, (b) result in a separate \$50,000 annual payment by SID to the Effingham County School Board beginning in calendar year 2027, subject to the adjustments described in the Term Sheet (collectively, the “**PILOT Transaction**”).

**2.2 Cooperation with PILOT Transaction.** The Tax Board covenants and agrees to cooperate with, and not to oppose, ECIDA and SID’s execution, implementation and, if applicable, validation of the PILOT Transaction, and further agrees that the consummation of the PILOT Transaction will result in ECIDA being and remaining the sole legal and tax owner of the Properties for so long as they remain in the PILOT Transaction, or for as long as the MDA is effective between ECIDA and SID, whichever is shorter (and that the Properties will therefore be tax exempt).

### **III. AMENDED NOTICES OF ASSESSMENT**

**3.1 Amended Notices of Assessment to be Issued by the Tax Board.** The Tax Board binds itself to irrevocably issue amended notices of assessment for the Properties, amending the previously sent 2025 Notices of Assessment, stating and reflecting on those amended Notices of Assessment that the fee simple owner of the Properties is ECIDA.

### **IV. MISCELLANEOUS**

**4.1 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and agreements between the Parties with respect to such subject matter.

**4.2 Amendments.** This Agreement may not be amended, modified, or supplemented except by a written instrument signed by all Parties.

**4.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of laws principles.

**4.4 Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified mail (return receipt requested), or sent by overnight courier to the Parties at the addresses set forth on the signature page hereof, or to such other address as either Party may designate in writing.

**4.5 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**4.6 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**4.7 Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it at a later time.

**4.8 Authority.** Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

**4.9 Liability.** By entering into this Agreement, SID and ECIDA do not admit that SID is the actual or constructive owner of the Properties or is otherwise liable for property tax liability with respect to the Properties, such liability being denied.

**IN WITNESS WHEREOF**, the Parties have executed this Settlement Agreement as of the date first written above.

**EFFINGHAM COUNTY BOARD OF TAX ASSESSORS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**SAVANNAH INDUSTRIAL DEVELOPMENT, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**LIST OF EXHIBITS:**

**EXHIBIT A - List of Properties**

**EXHIBIT B – 2025 Tax Assessments**

**EXHIBIT C – 2025 Tax Bills**

**EXHIBIT D – Letters from Counsel to Parties**

**EXHIBIT E - PILOT Term Sheet**

**EXHIBIT A**  
**List of Properties\***

<b>Item</b>	<b>Tax Parcel ID</b>	<b>Property Address</b>	<b>Description</b>
1	04330001FS	0 Goshen Rd	1558.10 AC (SPLT 2.95 AC ROW)
2	04330001AFS	0 Hodgeville Rd	121.77 AC TRCT B2 (OUT 91-2)
3	0450F005FS	0 Gateway Pkwy	13.04 AC PAR BUF1 (OUT 450-67) PLT 28/97
4	0450F001FS	0 McCall Rd	125.00 AC (SPLT 450F-2&3)
5	0450F007FS	0 Gateway Pkwy	6.99 AC PAR M1 (OUT 450F-1) PLT 29/59
6	0450F027FS	0 Gateway Pkwy	10.73 AC TRCT 4C1-BUF1 (OUT 450F-21) 29/348
7	0450F028FS	1010 PU Gateway Pkwy	5.61 AC TRCT 4C1-BUF3 (OUT 450F-21) 29/348
8	0450F030FS	0 Gateway Pkwy	13.56 AC TRCT 4C1-BUF2 (OUT 450F-21) 29/348
9	0450F032FS	0 Gateway Pkwy	37.24 AC TRCT 4C1-REM2 (OUT 450F-21) 29/348
10	0450F024FS	0 Gateway Pkwy	48.23 AC TRCT 4C1-RAIL 1 (OUT 450F-21) 29/942
11	0450F021BFS	0 McCall Rd	117.27 AC TRCT 4A (OUT 450-66) PLT 28/872
12	0450F019FS	1005 Gateway Pkwy	10.60 AC PAR M9 (OUT 450F-1) PLT 29/59
13	R2580013FS	0 McCall Rd	26.72 AC CITY (SEE 450F-1)
14	043301DOFS	0 Hodgeville Rd	33.68 AC TRCT B EAST (OUT 433-1) PLT 29/625
15	0450F016FS	0 Gateway Pkwy	1.97 AC RES PAR 4 (OUT 450F-1) PLT 29/59
16	0450F001E00	0 Gateway Pkwy	3.584 AC 80' ROW (OUT 450F-21) PLT 29/34
17	0450F001F00	0 Gateway Pkwy	2.271 AC 60' ROW (OUT 450F-21) PLT 29/34
18	0450F001BFS	0 McCall Rd	0.82 AC ROW 1 (OUT 450F-1) PLT 29/59

\* Does not include 1004 Gateway Parkway, addressed in Section 1.3 of the Agreement.