

**GATEWAY PARKWAY EXTENSION FROM EFFINGHAM PARKWAY TO HODGEVILLE
ROAD REIMBURSEMENT AGREEMENT**

This Gateway Parkway Extension from Effingham Parkway to Hodgeville Road Reimbursement Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2025 (the “Effective Date”), by and between Savannah Industrial Development, LLC (“SID”), an OmniTRAX affiliate and the Master Developer of the Savannah Gateway Industrial Hub (the “Project”) and all successors in title or assigns, and the Effingham County Industrial Development Authority (“ECIDA”), a public body corporate and politic, and the Board of Commissioners of Effingham County, the lawfully elected governing authority of Effingham County, a political subdivision of the State of Georgia (the “County”).

RECITALS:

WHEREAS, SID is the Master Developer of the Project, pursuant to the Master Development Agreement with ECIDA dated March 3, 2016, as amended (the “MDA”) for that certain real property owned by ECIDA and further described in the MDA; and

WHEREAS, it is the shared intention of the County, SID, and ECIDA to improve the traffic flow to and from the Project; and

WHEREAS, Effingham Parkway is currently under construction; and

WHEREAS, the County, SID, and the ECIDA would like to construct a road to be known as Gateway Parkway to connect Effingham Parkway and Hodgeville Road (hereinafter referred to as “Gateway Parkway Extension Project”); and

WHEREAS the County finds that extending Gateway Parkway from Effingham Parkway to Hodgeville Road is consistent with and in furtherance of the goals and purposes of the Effingham County Transportation Master Plan and is in the public interest; and

WHEREAS the County, SID, and ECIDA desire to enter into this agreement setting out the terms between the parties regarding the design and construction of the Gateway Parkway Extension Project.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, SID,

and ECIDA hereby agree as follows:

WITNESSETH:

Section 1. Design of Gateway Parkway from Effingham Parkway to Hodgeville Road

Hussey Gay Bell (“HGB”) is the professional engineering firm registered in the State of Georgia hired to design the construction of the Gateway Parkway Extension Project. The Gateway Parkway Extension Project shall be constructed pursuant to plans (the “Gateway Parkway Extension Project Plans”) prepared by HGB and reasonably approved by the County and SID. Any material changes to the Gateway Parkway Extension Project Plans shall be subject to the continuing review and approval of both the County and SID. SID shall have the ability to construct a minimum of eight (8) curb cuts along Gateway Parkway within the Project in accordance with Effingham County’s Access Management Policy and shall be able to tie into the water and sewer utility lines located within Gateway Parkway at various locations for use by the Project.

Section 2. Term.

The term of this agreement shall begin on the Effective Date and end upon construction of the Gateway Parkway Extension Project with final approval of the fully constructed road project by the County.

Section 3. Reimbursement for design of roundabout at the intersection of Effingham Parkway and Gateway Parkway.

The County paid Atlas Technical Consultants \$255,728.37 for the design costs relating to the roundabout at the intersection of Effingham Parkway and Gateway Parkway. SID shall fully reimburse the County for all of the aforementioned design costs as follows: (i) fifty percent (50%) of the design costs (i.e. \$127,864.18) shall be due within 60 days of the Effective Date of this Agreement, and (ii) with respect to the remaining fifty percent (50%) of the design costs (i.e. \$127,864.18), the County shall receive \$50,000.00 per Developable Acre that is sold within Area 4 of the Project as shown on the Conceptual Master Plan attached hereto as Exhibit “A” (the “Conceptual Master Plan”) until the County is fully reimbursed for the design costs. For purposes hereof, the term “Developable Acre” shall mean the acreage of the property sold less the acreage of any wetlands, buffers or other undevelopable portions thereof. The above

notwithstanding, nothing contained herein shall be construed to preclude SID from its reimbursement obligations to ECIDA pursuant to the MDA.

Section 4. Transfer of land for Gateway Parkway Extension.

ECIDA shall convey property necessary (to the extent ECIDA is the owner of said property and said property is sufficiently surveyed and identified in ECIDA's sole discretion, which shall not be unreasonably withheld), to construct the Gateway Parkway Extension Project within 30 days of the Effective Date of this Agreement.

Section 5. Reimbursement for design and construction of Gateway Parkway Extension Project.

The County shall pay the general contractor directly for construction of the Gateway Parkway Extension Project. SID and ECIDA shall reimburse the County for costs incurred in the construction of the Gateway Parkway Extension Project (up to a maximum of \$4,536,229.16) as follows:

From and after the County's commencement of construction of the Gateway Parkway Extension Project, the County shall receive \$50,000.00 per Developable Acre that is sold within Area 4 of the Project as shown on the Conceptual Master Plan until the County is fully reimbursed for the total construction costs for the Gateway Parkway Extension Project. Regardless of the above-referenced land sales, the County shall be fully reimbursed within ten (10) years from the Effective Date of this Agreement.

Section 6. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Any action arising from this Agreement shall be filed in the Superior Court of Effingham County.

Section 7. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties.

Section 8. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

Section 9. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 10. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Section 11. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

Section 12. Notices.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the County: Effingham County Board of Commissioners
Attn: County Manager
804 S. Laurel Street
Springfield, Georgia 31329

If to SID: Savannah Industrial Development, LLC
c/o Broe Real Estate Services, Inc.
216 Clayton Street, 4th Floor
Denver, Colorado 80206
Attn: Chief Financial Officer

With a Copy to:

Broe Real Estate Services, Inc.
216 Clayton Street, 4th Floor
Denver, Colorado 80206
Attention: General Counsel

If to ECIDA: Effingham County Industrial Development Authority
Attn: CEO

770 Old Augusta Road
Post Office Box 263
Rincon, Georgia 31326

Section 13. Excusable Delay.

No party hereto shall be liable to any other party or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance or delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a “**force majeure**”), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party.

Section 14. Construction of Agreement.

The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other statute or rule of law requiring construction against the party causing the Agreement to be drafted.

Section 15. Investment Costs

SID and ECIDA acknowledge and agree that all costs paid by SID to the County pursuant to this Agreement shall constitute “Investment Costs” pursuant to the “MDA”.

IN WITNESS WHEREOF, the County has caused these presents to be executed by its proper officer under seal, affixed, this _____ day of _____, 2025.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY

By: _____
DAMON RAHN, CHAIRPERSON

Attest: _____
STEPHANIE JOHNSON, CLERK

IN WITNESS WHEREOF, SID has caused these presents to be executed by its proper officer under seal, affixed, this _____ day of _____, 2025.

SAVANNAH INDUSTRIAL DEVELOPMENT, LLC
a Colorado limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, ECIDA has caused these presents to be executed by its proper officer under seal, affixed, this _____ day of _____, 2025.

EFFINGHAM COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY
a public body corporate and politic

By: _____
Name: _____
Title: _____

Exhibit "A"

Conceptual Master Plan Showing Area 4

