

DRI WORK AGREEMENT

THIS DRI WORK AGREEMENT (this “**Agreement**”) is made as of the ____ day of June, 2022 by and between **GILLEM LOGISTICS CENTER OWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (the “**Association**”), and **URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK D/B/A FOREST PARK/FORT GILLEM IMPLEMENTATION LOCAL REDEVELOPMENT AUTHORITY**, a redevelopment authority formed pursuant to the Georgia Urban Redevelopment Law and the ordinances of the City of Forest Park, Georgia (the “**URA**”).

WITNESSETH:

WHEREAS, the URA is responsible for the redevelopment of the former Fort Gillem U.S. Army Base in Forest Park, Georgia, now known as “Gillem Logistics Center” (the “**Center**”);

WHEREAS, on May 5, 2020, the Atlanta Regional Commission (“**ARC**”) determined that the Center is a Development of Regional Impact (a “**DRI**”) and required that certain improvements, as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the “**Project**”), be made in order to lessen the Center’s impact on traffic and the surrounding communities;

WHEREAS, the URA has entered into that certain Construction Management Agreement dated _____, 2022 (the “**Construction Management Agreement**”), a copy of which is attached hereto as Exhibit C and by this reference made a part hereof, with Weeks Robinson Development & Management, LLC, a Georgia limited liability company, d/b/a Robinson Weeks Partners (the “**Construction Manager**”) to manage and coordinate the completion of the Project;

WHEREAS, the URA has entered into certain other contracts for the completion of the Project (together with the Construction Management Agreement, the “**Project Contracts**”);

WHEREAS, the Association, through contributions from its members, has agreed to pay for costs relating to the completion of the Project; and

WHEREAS, the URA and the Association desire to set forth the mechanism for payment of the costs of the Project and to address certain other matters by means of this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00) paid in hand, each to the other, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the URA and the Association hereby agree as follows:

1. Project. The URA and the Association hereby agree that the Project shall consist of the installation of those improvements and completion of those tasks listed on Exhibit A attached hereto and by this reference made a part hereof and generally as contemplated by the Project Contracts.

2. Payment of Project Costs.

(a) Subject to the other terms of this Agreement, the Association shall be solely responsible for the payment of all costs related to the design and construction of the Project (collectively, the “**Project Costs**”) described in the project budget attached hereto as Exhibit B and by this reference made a part hereof (the “**Approved Project Budget**”). The Association shall pay up to, but not in excess of, the total amount shown on the Approved Project Budget, subject to approved change orders as set forth below, pursuant to the terms of this Agreement. For the avoidance of doubt, and subject to the other terms

of this Agreement, so long as the Project Costs are within the Project Budget, the URA shall not be responsible for any of the Project Costs.

(b) On or before the fifteenth (15th) day of each month during the construction of the DRI Work, the URA shall prepare a proposed “draw request” and deliver the same to the Association, which draw request shall include the following:

(i) amounts payable to Contractor(s) under the Contractor Agreements and to any Other Contractors under Other Project Agreements (as those terms are defined in the Construction Management Agreement), to the extent such costs are within the Approved Project Budget or contemplated by an approved change order;

(ii) reimbursement to Construction Manager for all reasonable Project Costs actually paid or incurred by Construction Manager in accordance with the terms of Section 6.2 of the Construction Management Agreement;

(iii) the Construction Management Fee, as defined in and in accordance with the terms of the Construction Management Agreement; and

(iv) partial lien waivers from the Contractor(s) and Other Contractors, as applicable; and (iii) copies of the invoices.

Within twenty (20) days after receipt and approval of the items set forth above, the Association shall pay to the URA the amount of the draw request, less a ten percent (10%) retainage, unless such retainage is already reflected in the draw request.

(c) Upon substantial completion of the DRI Work, as acknowledged by the Contractor(s), the final draw request shall be paid to the URA upon the Association’s receipt of the following:

(i) final lien waivers from the Contractor(s) and all Other Contractors, as applicable, for the entire amount of the final draw;

(ii) invoices totaling the amount of the final draw; and

(iii) sign-off of the punchlist items, if any.

3. **Change Orders.** All change orders to the Project Contracts shall be subject to the Association’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

4. **Reporting.** The URA shall provide the Association with copies of all Status Reports delivered pursuant to Article 6 of the Construction Management Agreement.

5. **Notices.** Any notice given pursuant to this Agreement shall be in writing and delivered by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) via e-mail (with a hard copy to follow within 24 hours via overnight delivery service), sent to the intended addressee at the address set forth below or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of e-mail

transmission, as of the date of the e-mail transmission. Notices given by counsel to a party in accordance with the foregoing shall be deemed given by such party. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

URA: Urban Redevelopment Agency of
the City of Forest Park, Georgia
745 Forest Parkway
Forest Park, Georgia 30297
Attn: [REDACTED]
Email: [REDACTED]

With a copy to: Thompson, O'Brien, Kemp & Nasuti, P.C.
2 Sun Court, Suite 400
Peachtree Corners, Georgia 30092
Attn: Michael J. Williams
Email: mwilliams@tokn.com

Association: Gillem Logistics Center Owners Association, Inc.
c/o Robinson Weeks Partners
1 Glenlake Pkwy.
Suite 900
Atlanta, GA 30326
Attn: David L. Welch
Email: david@robinsonweeks.com

With a copy to: Sheley, Hall & Williams, P.C.
303 Peachtree St. NE
Suite 4440
Atlanta, GA 30308
Attn: Raymond P. Sheley
Email: raymond@sheleyhall.com

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Entire Agreement. This Agreement constitutes the entire agreement of parties hereto with respect to the subject matter hereof. There are no further agreements or understandings, written or oral, in effect between the URA and the Association with respect to the subject matter hereof. All amendments of or modification to this Agreement must be in a writing signed by both parties.

8. No Waiver. The failure of either party hereto to insist upon the strict performance of any covenant, agreement, provision, or condition of this Agreement shall not constitute a waiver thereof. No waiver by either party of any of the terms or provisions of this Agreement shall be enforceable unless expressed in writing and signed by the party against whom enforcement is sought.

9. Severability. If any provision of this Agreement or the application thereof to any entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law.

10. Counterpart Execution. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof. An electronic signature, as defined in O.C.G.A. § 10-12-1 et. seq., of any party or parties hereto shall have the same force and effect as an original of such signature(s) and the parties hereto agree to be bound by any electronic signature(s) and by any electronic record of this instrument executed or adopted with one or more electronic signatures and delivered via email or through signature authentication software (e.g., DocuSign).

11. Interpretation. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of articles and sections in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement. All references in this Agreement to articles, sections, subsections or paragraphs shall refer to articles, sections, subsections and paragraphs of this Agreement, unless specific reference is made to the articles, sections or other subdivisions of another document or instrument. This Agreement shall not be interpreted in favor or either party by virtue of said party not having prepared this Agreement. Time is of the essence of this Agreement.

12. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

13. No Third party Beneficiary. No entity other than the URA and the Association and each of their respective permitted successors and assigns are or shall be entitled to bring any action to enforce any provision of this Agreement. The provisions of this Agreement are solely for the benefit of and shall be enforceable only by the URA and the Association and their respective successors and assigns as permitted hereunder.

14. Enforcement. The URA and the Association hereby agree that in the event it becomes necessary for either party to institute legal proceedings to procure enforcement of any provisions of this Agreement, the prevailing party in such action or dispute, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other party all reasonable third party out-of-pocket costs and expenses of suit, including reasonable attorneys' fees actually incurred. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all reasonable third party out-of-pocket costs and expenses of suit, including reasonable attorneys' fees actually incurred in enforcing, perfecting and executing such judgment.

15. Waiver of Jury Trial. BY EXECUTING THIS AGREEMENT, EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, TO THE EXTENT PERMITTED BY LAW, WAIVES ITS RIGHTS AND THE RIGHTS ITS SUCCESSORS, ASSIGNS OR REPRESENTATIVES MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSS-CLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT TO BE EXECUTED IN CONNECTION HEREWITH.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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

URA:

**URBAN REDEVELOPMENT AGENCY
OF THE CITY OF FOREST PARK,**

a redevelopment authority formed pursuant to the Georgia Urban
Redevelopment Law and the ordinances of the City of Forest
Park, Georgia

By: _____

Name: _____

Title: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

ASSOCIATION:

**GILLEM LOGISTICS CENTER
OWNERS ASSOCIATION, INC.,**
a Georgia nonprofit corporation

By: _____
Name: _____
Title: _____

EXHIBIT A
PROJECT WORK

The following work shall be performed at the intersection of Anvil Block Road and Moreland Avenue:

1. upgrade traffic signalization;
2. relocate existing utilities;
3. add a right-hand turn lane;
4. install curbs, gutters and sidewalks where required (only at Anvil Block Road);
5. install MARTA bus stops (if required);
6. mill and repave areas to blend to new asphalt;
7. restripe intersection where required; and
8. regrade and grass disturbed areas.

EXHIBIT B
APPROVED PROJECT BUDGET

(See Attached)

EXHIBIT C
CONSTRUCTION MANAGEMENT AGREEMENT

(See Attached)