
**THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF
LAWRENCEVILLE**

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Lender

and

RIO LAWRENCEVILLE, LLC

(a limited liability company organized and existing
under the laws of the State of Georgia)
as Borrower

LOAN AND SECURITY AGREEMENT

Dated April __, 2020

LOAN AND SECURITY AGREEMENT

This **LOAN AND SECURITY AGREEMENT** (this “**Agreement**”) dated April __, 2020, by and between The Downtown Development Authority of the City of Lawrenceville, a Georgia public body corporate and politic (the “**Lender**”), whose address for purposes of this Agreement shall be 70 South Clayton Street, Room 303 Lawrenceville, GA 30046 Attention: Chair, and Rio Lawrenceville, LLC, a Georgia limited liability company (the “**Borrower**”), whose address for purposes of this Agreement shall be 5019 W. Broad Street, Suite M239, Sugar Hill, GA 30518.

1. Background - The Lender desires to loan to the Borrower up to \$7,830,000 to finance a portion of the costs of acquiring, constructing, and installing a parking deck (the “**Project**”) to be located on an approximately 1.9 acre site, in the downtown business district of the City of Lawrenceville, Georgia (the “**Site**”). The Project will develop and promote for the public good and general welfare, trade, commerce, industry, and employment opportunities; the Project will promote the general welfare of the State of Georgia by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the City of Lawrenceville, Georgia; and that the Project will revitalize and redevelop the downtown business district of the City of Lawrenceville, Georgia. All terms and conditions provided in the Hotel and Parking Development Agreement dated as of April 11, 2019, between the Lender and the Borrower, as amended (the “**Development Agreement**”) shall continue in force and be incorporated herein, unless otherwise specifically provided, and all capitalized terms used herein and not otherwise defined shall have the meanings provided in the Development Agreement.

2. Loan - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the “**Loan**”) available to the Borrower:

(a) Subject to the terms of the Note (as defined below), the Lender agrees to advance to the Borrower the Loan in a maximum principal amount of up to \$7,830,000, which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender’s loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed. Each advance of the Loan shall be disbursed directly to the Borrower.

(b) The Borrower’s obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

(c) Lender shall make the Loan by making advances to the Borrower, subject to the terms and conditions herein set forth and in accordance with the Development Agreement; provided, however, that (i) in no event shall the aggregate amount of all advances disbursed to the Borrower exceed the face amount of the Note, and (ii) the Lender will make advances as provided in this Agreement. Interest shall accrue and be payable only on sums advanced hereunder for the period of time outstanding. The Loan is not a revolving credit facility. No amount advanced under the Note may be re-advanced once repaid.

(d) Borrower hereby unconditionally and irrevocably promises to pay, and guarantees to Lender the due and punctual payment in full of all of the obligations under the Note and the

Agreement including (i) the principal of the Note and the interest thereon, in each case when due and payable, whether on any installment payment date or at the stated or accelerated maturity, all according to the terms of the Note and the Agreement, and (ii) all other sums and charges which may at any time be due and payable by the Borrower in accordance with, or secured by, the Agreement, on any installment payment date or at the stated or accelerated maturity (collectively, the “**Obligations**”). The liabilities for payment of the Obligations under this Agreement shall be absolute and unconditional, irrespective of the genuineness, validity, priority, regularity or enforceability of the Agreement, the Note or any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

(e) Proceeds on any draw on the Loan shall be used (i) to pay or reimburse the costs of providing the Loan, and (ii) to pay or reimburse the Borrower for any draw request as provided herein.

(f) Borrower must submit a Project budget to the Lender with execution and delivery of this Agreement. At least five (5) Business Days before the requested date of each advance made from the Loan, Borrower shall deliver a draw request signed by Borrower’s Authorized Representative to Lender, together with such additional information (such as paid receipts, invoices, statements of accounts, etc.) as Lender may reasonably require to assure that amounts requisitioned are to be used to reimburse Borrower for costs previously paid by Borrower or to pay costs incurred by Borrower which are due and owing, together with such schedules, affidavits, releases, waivers, statements, invoices, bills and other documents, certificates and information satisfactory to Lender as Lender shall reasonably request supporting such use of funds. Borrower shall be entitled to an advance only in an amount approved by Lender in accordance with the terms of this Agreement. Lender shall not be required to make advances more frequently than once each calendar month.

(g) Following receipt and approval of a draw request and all supporting documentation and information required by Lender, Lender will determine the amount of any advance Lender shall make in accordance with this Agreement, and the Project budget.

(h) Lender shall, only upon the satisfaction as determined by Lender in its good faith business judgement of all applicable conditions of this Agreement, make the requested advance to Borrower, by wire to the account as directed by Borrower.

3. Note - The Loan shall be evidenced by the Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the “**Note**,” which term shall include any extensions, renewals, modifications, or replacements thereof). Amounts advanced by Lender to Borrower shall be credited against the amount of the Note. The Note shall be in substantially the form attached to this Agreement as Exhibit A.

4. Assignment; Security Interest.

(a) Without limiting any other provision of this Agreement, as collateral security for the payment and performance of all of the Obligations, Borrower hereby grants a continuing security interest to Lender in all of Borrower's right, title and interest in and to, whether now existing or hereafter arising or acquired by the Borrower, all personal and real property on the site and comprising part of the Project, and all Construction Documents and Design Development Documents. Nothing herein shall obligate Lender to perform any obligations of Developer pursuant the Design Development Documents or the Construction Documents unless and until Lender succeeds to Borrower's interest in the Project and then only as to those Design Development Documents or Construction Documents that it elects to assume and continue and only as to obligations thereafter accruing. Lender may, upon succeeding to Borrower's interest in the Project, select which of the Design Development Documents or the Construction Documents it may assume and may terminate or allow the termination of others.

(b) Borrower irrevocably appoints Lender as Borrower's attorney-in-fact, with power of substitution, in the name of Lender or otherwise, for the use and benefit of Lender, but at the cost and expense of Borrower and without notice to Borrower, solely to execute and deliver any and all of the instruments and other documents and take any action which Lender may reasonably require to perfect Lender's security interest pursuant the foregoing provisions of this Section. Further, to the extent permitted by applicable laws, Lender may file, without Developer's signature, one or more financing statements or other notices disclosing Lender's security interest. All financing statements and notices may describe Lender's collateral as all assets or all personal and real property of Borrower in the Project. Borrower hereby consents to and confirms its authorization of any and all financing statements filed by Lender.

5. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note, and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, this Agreement and the Development Agreement, or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

6. **Prepayment** - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

7. **Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the “**Authorized Borrower Representative**”) by written certificate furnished to the Lender, containing the specimen signature of such person. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

8. **Conditions to the Loan** - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) The Authorized Borrower Representative shall certify to the Lender that the Agreement and the Development Agreement are in full force and effect and that there shall then exist no event of default under any such agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an event of default).

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement, and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) The advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(e) The advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget on file with the Lender and contemplated by the Plans and Specifications approved by the Lender.

9. **Representations and Warranties** - The Lender hereby represents and warrants to the Borrower:

(a) **Creation and Authority**. The Lender is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) **Pending Litigation**. Except as disclosed in writing to the Borrower, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Lender, threatened against or affecting the Lender in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and

adversely affecting the acquisition, construction, installation, or operation of the Project, or the ability of the Lender to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Lender is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Lender aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Borrower, the Lender is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Lender of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Lender; (ii) are legal and will not conflict with or constitute on the part of the Lender a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Lender is a party or by which the Lender or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Lender or any of its activities or properties, in each case, which might materially and adversely affect the ability of the Lender to perform its obligations under the Credit Documents or the transactions contemplated by the Credit Documents; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Lender. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Lender. The officials of the Lender executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Lender.

(d) Governmental Consents. Neither the Lender nor any of its activities or properties, nor any relationship between the Lender and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Lender of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Lender in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect

(e) Compliance with Law. To the knowledge of the Lender, the Lender is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the ability of the Lender to perform its obligations under the Credit Documents or the transactions contemplated by the Credit Documents, and there have been no citations, notices, or orders of noncompliance issued to the Lender under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Borrower.

(f) Restrictions on the Lender. The Lender is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that might materially and adversely affect the ability of the Lender to perform its obligations under the Credit Documents or the transactions contemplated by the Credit Documents, except as disclosed in writing to the Borrower. The Lender is not a party to any contract or agreement that restricts the right or ability of the Lender to incur indebtedness for borrowed money or to enter into loan agreements.

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall promptly provide the Lender with such information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, and its duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Lender shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's performance under the Development Agreement.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed by the Borrower without material deviation from the Plans and Specifications and in accordance with the Development Agreement and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications and in accordance with the Development Agreement will result in facilities suitable for use by the Lender and the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications, subject to the provisions of the Development Agreement; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Lender. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement, subject to the provisions of the Development Agreement.

(d) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any document or other agreement or instrument to which it is a party or by which it may be bound, which default or violation might materially and adversely affect the ability of the Borrower to perform its obligations under the Credit Documents or the transactions contemplated by the Credit Documents.

(e) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender by a certificate of completion signed by the Authorized Borrower Representative, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(f) Reimbursement of Costs. (1) In addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 5 hereof), the Borrower hereby agrees to pay and reimburse the Lender for all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document; (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default; (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower; (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents; (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents; or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (f) shall require the Borrower to reimburse the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower’s consent. The covenants of the Borrower contained in this paragraph (e) shall survive the termination of this Agreement.

11. Events of Default and Remedies - (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise), subject to any applicable grace and/or cure periods.

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower, (B) admit in writing the inability of the

Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due, (C) make a general assignment for the benefit of the creditors of the Borrower, (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect), (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law, or (G) take any express action for the purpose of effecting any of the foregoing.

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower or of the Project, or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law.

(4) The Borrower's breach in any material respect of any representation or warranty contained in the Credit Documents or the Borrower's failure in any material respect to observe, perform, or comply with any covenant, condition, or agreement in the Credit Documents on the part of the Borrower to be observed or performed, other than as referred to in clauses (1) through (3) above, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Borrower by the Lender, unless the Lender shall agree in writing to an extension of such time prior to its expiration. In the case of any such breach or default that cannot with due diligence be cured within such thirty (30) day period but can be wholly cured within a period of time not materially detrimental to the rights of the Lender, to be determined conclusively by the Lender, it shall not constitute an Event of Default if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the breach or default is corrected in accordance with and subject to any directions or limitations of time established by the Lender.

(5) The occurrence of an "Event of Default" under the Development Agreement.

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document.

(7) The dissolution of the Borrower.

(8) The Borrower abandons the Project or, in the Lender's reasonable judgement, ceases work on the Project.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents, or the other financing documents entered into between the Lender and the Borrower may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents, or the Development Agreement.

(d) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, take possession and ownership of the Project and proceed with construction of the Project.

12. Assignment or Sale by Lender - (a) The Credit Documents and the Development Agreement, and the obligations of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) No provisions of this Agreement or the other Credit Documents may be amended except by a writing signed by an authorized officer of the Lender and Borrower. No waiver by Lender shall be enforceable except to the extent such waiver is set forth in a writing signed by an authorized officer of the Lender; no waiver by Borrower shall be enforceable except to the extent that such waiver is set forth in a writing signed by an authorized officer of Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same. At such

time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning or end of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, “electronic means” shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission. Notwithstanding anything contained herein to the contrary, although email may be used for informal communications between the parties hereto, no notice by email shall be effective for any notice required hereunder.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) 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.

(i) This Agreement and the other Credit Documents constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

(j) Notwithstanding the foregoing, the 2019 Novel Coronavirus presence in the United States is causing and is expected to continue to cause a variety of closures and shutdowns including without limitation, building departments responsible for the granting of permits for construction or improvements. Accordingly, if any work by Borrower, or other act required to be performed hereunder to accomplish the obligations contemplated hereby is delayed due to any Force Majeure Event (hereafter defined), the time frames hereunder to complete matters hereunder shall be extended proportionately to the delays caused thereby. “Force Majeure Event” for the purpose of this Agreement means any event or circumstance or combination of events or circumstances that (i) prevents or delays any party (including such party’s contractors or subcontractors) in the performance of its obligations hereunder, (ii) is beyond the reasonable control of the affected party, and (iii) is the type of event customarily recognized as a force majeure event including earthquake, fire, flood, hurricane, storm, tornado, or other act of God, civil disturbance, war (declared or not), terrorism, hostilities, blockade, revolution, public health emergencies including but not limited to emerging illness, pandemic, or epidemic and all actions and directives of public health organizations, authorities, or other governmental authorities related to such health events, regional or national strike, insurrection or riot, or any other similar or dissimilar events, occurrences, or circumstances beyond the reasonable control of the parties

that prevents the affected party from securing requisite equipment, supplies, materials or labor or otherwise performing its obligations

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers hereunto duly authorized as of the date first above written.

**THE DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF
LAWRENCEVILLE**

By: _____
Chairman

(SEAL)

Attest:

Secretary

RIO LAWRENCEVILLE, LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO LOAN AND SECURITY AGREEMENT]

EXHIBIT A
FORM OF NOTE

[Attached]