



**JOINT DEVELOPMENT AUTHORITY OF
JASPER, MORGAN, NEWTON AND WALTON COUNTIES**

Called Meeting

November 6, 2023
1pm

Newton County Water & Sewer Authority - Scott Emmons Water Reclamation Facility at
10902 Shire Parkway, Social Circle, GA 30025.

AGENDA

1. Call to Order Jerry Silvio
2. Invocation
3. Pledge of Allegiance
4. Approval or Amendment to Agenda
5. Resolution to Amend Lease with State **p. 2-17**
6. Resolution to Approve Assignment **p. 18-33**
7. Resolution to Approve Letter Agreement re Site Turnover **p. 34-36**
8. Resolution to Authorize Closing **p. 37-38**
9. Executive Session - Land Acquisition and Litigation
10. Adjourn

**RESOLUTION OF
THE JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY
Re: First Amendment to Lease Agreement with the Georgia Department of
Economic Development**

WHEREAS, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, hereinafter the “Authority”, was duly formed under the Development Authorities Law, O.C.G.A. §36-62-1 *et seq.*; and

WHEREAS, the Authority and the Georgia Department of Economic Development (“GDED”) have partnered to recruit Rivian Horizon, Inc. (“Rivian”) to construct an electric vehicle manufacturing facility on approximately 1,978 acres in the Stanton Springs North development park located in Morgan and Walton Counties (the “Project”); and

WHEREAS, the Project provides substantial public benefits to the region by generating 7,500 jobs and a \$5,000,000,000 investment; and

WHEREAS, on May 2, 2022, the Authority, Rivian and GDED entered into an Economic Development Agreement which details each party’s obligations and undertakings relating to the Project; and

WHEREAS, on September 2, 2022, the Authority and GDED entered into a Lease Agreement whereby GDED leased the approximately 1,943-acre property to the Authority; and

WHEREAS, the property was subdivided to carve out areas that will not be rented to Rivian, including the frontage road and the State training facility; and

WHEREAS, the total acreage the Authority will lease and Rivian will rent is 1,744.243; and

WHEREAS, the Lease Agreement needs to be amended to update the legal description to remove these properties.

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

1. The Authority hereby approves all terms of the First Amendment to the Lease Agreement attached hereto as Exhibit “A”.

2. The Authority hereby authorizes the Chairman or Vice Chairman and Secretary or Treasurer to execute, either singly or in combination, all documents and instruments necessary to evidence its approval of the First Amendment to the Lease Agreement and compliance with the terms therein.

SO RESOLVED this ____ day of _____, 2023.

The Joint Development Authority of Jasper County, Morgan County,
Newton County and Walton County

By: _____
Jerry Silvio, Chairman

Attest: _____
Bob Hughes, Secretary

Exhibit “A”

No. _____ Of _____ Executed
Original Counterparts.

STATE OF GEORGIA:
COUNTY OF MORGAN:
COUNTY OF WALTON:

**FIRST AMENDMENT TO INTERGOVERNMENTAL LEASE
AGREEMENT**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL LEASE AGREEMENT (this “Amendment”), made effective as of the 9th day of November, 2023, between the **STATE OF GEORGIA** (the “Owner”), whose address for purposes of this Amendment is Department of Economic Development, 75 5th Street, Suite 1200 Atlanta, Georgia 30308, and the **JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY** (the “Lessee”), a local development authority of the State of Georgia, whose address is 300 E Church Street, Monroe, Georgia 30655.

WITNESSETH

WHEREAS, the parties hereto have entered into that certain Intergovernmental Lease Agreement, dated effective as of September 2, 2022 (the “Original Agreement”), pursuant to which the Owner leases to the Lessee certain real property located in Morgan County, Georgia and Walton County, Georgia (the “Original Property”), which Original Property was acquired by Owner in connection with the transactions set forth in that certain Economic Development Agreement, dated as of May 2, 2022 (as amended, the “EDA”), by and among Rivian Horizon, LLC, the Owner, acting by and through its Department of Economic Development (the “Agency”), and the Lessee; and

WHEREAS, the Original Property is owned by the Owner and is in the custody of the Agency which has authority under O.C.G.A. § 50-7-16(b) to lease the Property to Lessee on behalf of the Owner; and

WHEREAS, Owner and Lessee were empowered to enter into the Original Agreement, and are empowered to enter into this Amendment, pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement not exceeding fifty (50) years;

WHEREAS, in Section 9 of the Original Agreement, the parties contemplated that the Original Agreement would be amended to modify the description of the Original Property upon the occurrence of various events, including upon the completion of the Surveys (defined in the EDA) for the purpose of excluding the Retained Property (defined in the EDA) from the Original Property leased to the Lessee hereunder; and

WHEREAS, the Surveys have now been completed, and the parties now desire to amend the Original Agreement for the purpose of modifying the description of the Original Property to exclude the Retained Property from the Original Property by entering into this Amendment; and

WHEREAS, Owner has duly authorized and approved this Amendment; and

WHEREAS, the Lessee has duly authorized and approved this Amendment at a meeting held on November __, 2023; and

NOW THEREFORE, Owner and Lessee agree as follows:

1. **AMENDMENT TO LEGAL DESCRIPTION.** The Original Agreement is hereby amended by deleting Exhibit “A” thereto in its entirety and inserting in lieu thereof Exhibit “A” attached to this Amendment. The property described on Exhibit “A” to this Amendment shall constitute the “Property” referred to in the Original Agreement for all purposes.

2. **ENTIRE AGREEMENT.** The Original Agreement, as amended hereby, contains the entire agreement of the parties hereto with respect to the matters addressed thereby, and may not be amended except in a writing making reference thereto and signed by all parties hereto.

3. **EFFECT OF AGREEMENT.** The changes made by this Amendment shall be effective as of the date hereof. Except for the amendments set forth above, the Original Agreement shall remain unchanged and in full force and effect. This Amendment is not intended to effect, nor shall it be construed as, a novation. The Original Agreement and this Amendment shall be construed together as a single instrument. In the event of any conflict between the terms of the Original Agreement and the terms of this Amendment, the terms of this Amendment will control. Any reference to the “Agreement” referred to in the Original Agreement or in any certificate, instrument or other document delivered pursuant thereto shall mean the Original Agreement as amended hereby, and as may be amended, supplemented or otherwise modified in writing hereafter. The Original Agreement, as amended hereby, is hereby ratified and reaffirmed.

4. **INVALIDITY; GOVERNING LAW.** If any clause or provision of this Amendment or the specifications is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity effective during the Term (defined in the Original Agreement), the intention of the parties hereto is that the remaining parts of this

Amendment shall not be affected thereby. This Amendment shall be construed under, and governed by, the laws of the State of Georgia.

5. **COUNTERPARTS.** This Amendment may be entered into in multiple counterparts.

IN WITNESS WHEREOF, Owner and Lessee have, pursuant to proper authorization, caused this Amendment to be duly executed in duplicate counterparts, each of which shall be deemed to be an original, the day and year first above written.

OWNER:

**STATE OF GEORGIA DEPARTMENT OF
ECONOMIC DEVELOPMENT**

By: _____
Commissioner

Attest: _____
Its: _____

(SEAL)

LESSEE:

**JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON
COUNTY**

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

EXHIBIT "A"

Description of the Property

P/O Parcel C1730001 ALTA Tract 1

All that tract or parcel of land lying and being in Land Lots 44 and 73 of the 1st District, Walton County, and in Land Lot 16 of the 20th District, Morgan County, Georgia and being more particularly described as follows:

Beginning at a 1/2 inch rebar found at the intersection of the northwestern right-of-way line of Old Atlanta Highway (60' R/W) and the northeastern right of way line of U.S. Highway 278 (R/W varies), also known as Atlanta Highway, said rebar being THE TRUE POINT OF BEGINNING; THENCE traveling along said right-of-way line U.S. Highway 278, with the arc of a curve turning to the right, having an arc length of 608.91 feet, a radius of 924.93 feet, a chord length of 597.97 feet, and a chord bearing South 83 degrees 01 minutes 54 seconds West to a 1/2 inch rebar set;

THENCE North 78 degrees 06 minutes 32 seconds West a distance of 2126.13 feet to a 1/2 inch rebar set;

THENCE North 11 degrees 32 minutes 45 seconds East a distance of 10.00 feet to a 1/2 inch rebar set;

THENCE North 78 degrees 07 minutes 15 seconds West a distance of 297.92 feet to a 1/2 inch rebar set on the northeastern right-of-way line of East Hightower Trail (R/W varies);

THENCE traveling along said right-of-way line of East Hightower Trail North 38 degrees 42 minutes 20 seconds West a distance of 168.52 feet to a 1/2 inch rebar set on the southern right-of-way line of Georgia Railroad (200' R/W);

THENCE traveling along said right-of-way line of Georgia Railroad, with the arc of a curve turning to the left, having an arc length of 2090.23 feet, a radius of 3907.67 feet, a chord length of 2065.40 feet, and a chord bearing South 83 degrees 39 minutes 14 seconds East to a 1/2 inch rebar set;

THENCE North 81 degrees 01 minutes 20 seconds East a distance of 854.20 feet to a 1/2 inch rebar found;

THENCE leaving Georgia Railroad and proceeding South 20 degrees 01 minutes 41 seconds East a distance of 503.64 feet to a 1/2 inch rebar found, said 1/2 inch rebar found being THE TRUE POINT OF BEGINNING.

The above described tract contains 15.838 acres.

**Parcel SC240008, P/O Parcel C1730001 (Walton County)
Parcel 013-003 (Morgan County)**

ALTA Tract 2

All that tract or parcel of land lying and being in the 1st Land District, GMD 418, Land Lots 44, 73, 74, 75, 76, 101, 102, and 106, Walton County, Georgia, also lying and being in the 19th Land District, GMD 282, Land Lots 1, 2, 3, 14, 15, 16, 30, 31, 32, 33, and 34, Morgan County, Georgia, and being more particularly described as follows:

Beginning a 1/2" rebar set at the northeasternmost intersection of the northeastern right-of-way line of Davis Academy Road (80' R/W), and the southern right-of-way line of US Hwy. 278 (R/W varies), said rebar being **THE TRUE POINT OF BEGINNING**;

THENCE traveling southeasterly along the right-of-way of US Hwy. 278, South 78 degrees 06 minutes 32 seconds East a distance of 2417.38 feet to a point;

THENCE South 11 degrees 47 minutes 19 seconds West a distance of 35.00 feet to a point;

THENCE with the arc of a curve turning to the left, having an arc length of 271.71 feet, a radius of 11524.16 feet, a chord length of 271.71 feet, and a chord bearing South 78 degrees 53 minutes 13 seconds East to a rebar set;

THENCE leaving said right-of-way line of US Hwy. 278, South 15 degrees 27 minutes 13 seconds West a distance of 802.53 feet to a point, said point being located in the centerline of a creek;

THENCE traveling southeasterly along the centerline of said creek, South 56 degrees 15 minutes 16 seconds East a distance of 87.24 feet to a point;

THENCE South 36 degrees 34 minutes 26 seconds East a distance of 86.69 feet to a point;

THENCE South 34 degrees 09 minutes 59 seconds East a distance of 158.20 feet to a point;

THENCE South 32 degrees 14 minutes 07 seconds East a distance of 106.72 feet to a point;

THENCE South 30 degrees 40 minutes 40 seconds East a distance of 41.74 feet to a point;

THENCE South 81 degrees 07 minutes 36 seconds East a distance of 43.85 feet to a point;

THENCE South 13 degrees 42 minutes 45 seconds East a distance of 41.58 feet to a point;

THENCE South 85 degrees 48 minutes 46 seconds East a distance of 19.06 feet to a point;

THENCE South 45 degrees 33 minutes 04 seconds East a distance of 49.38 feet to a point;

THENCE South 79 degrees 14 minutes 52 seconds East a distance of 17.74 feet to a point;

THENCE South 27 degrees 05 minutes 10 seconds East a distance of 12.28 feet to a point;

THENCE South 31 degrees 41 minutes 03 seconds West a distance of 14.80 feet to a point;

THENCE South 04 degrees 27 minutes 06 seconds East a distance of 29.00 feet to a point;

THENCE South 52 degrees 15 minutes 51 seconds East a distance of 42.06 feet to a point;

THENCE South 11 degrees 59 minutes 55 seconds East a distance of 19.58 feet to a point;

THENCE South 54 degrees 33 minutes 17 seconds East a distance of 29.63 feet to a point;

THENCE South 87 degrees 11 minutes 44 seconds East a distance of 32.86 feet to a point;

THENCE North 49 degrees 40 minutes 27 seconds East a distance of 11.12 feet to a point;

THENCE North 07 degrees 58 minutes 31 seconds East a distance of 13.04 feet to a point;

THENCE South 86 degrees 36 minutes 52 seconds East a distance of 16.85 feet to a point;

THENCE South 03 degrees 28 minutes 34 seconds West a distance of 12.98 feet to a point;
 THENCE South 43 degrees 40 minutes 28 seconds East a distance of 21.27 feet to a point;
 THENCE South 78 degrees 45 minutes 21 seconds East a distance of 35.70 feet to a point;
 THENCE South 30 degrees 19 minutes 43 seconds West a distance of 26.43 feet to a point;
 THENCE South 57 degrees 26 minutes 10 seconds East a distance of 63.82 feet to a point;
 THENCE South 44 degrees 01 minutes 43 seconds East a distance of 63.59 feet to a point;
 THENCE North 39 degrees 57 minutes 44 seconds East a distance of 41.31 feet to a point;
 THENCE South 66 degrees 01 minutes 00 seconds East a distance of 38.96 feet to a point;
 THENCE North 82 degrees 21 minutes 05 seconds East a distance of 16.47 feet to a point;
 THENCE South 56 degrees 21 minutes 26 seconds East a distance of 80.80 feet to a point;
 THENCE South 56 degrees 03 minutes 05 seconds East a distance of 24.83 feet to a point;
 THENCE South 39 degrees 31 minutes 32 seconds East a distance of 25.54 feet to a point;
 THENCE South 64 degrees 55 minutes 33 seconds East a distance of 27.28 feet to a point;
 THENCE leaving said creek centerline, North 49 degrees 01 minutes 33 seconds East a distance of 11.46 feet to a point;
 THENCE South 48 degrees 00 minutes 21 seconds East a distance of 503.25 feet to a 1/2" rebar found;
 THENCE South 18 degrees 47 minutes 05 seconds East a distance of 249.51 feet to a 1/2" rebar found;
 THENCE South 18 degrees 47 minutes 35 seconds East a distance of 755.39 feet to a 3/4" open top pipe found;
 THENCE South 69 degrees 33 minutes 26 seconds East a distance of 645.53 feet to a 1" angle-iron found;
 THENCE North 44 degrees 53 minutes 38 seconds East a distance of 1410.76 feet to a 1/2" rebar found;
 THENCE South 18 degrees 49 minutes 37 seconds East a distance of 595.29 feet to a 3/4" x 1-1/4" iron bar found;
 THENCE South 50 degrees 55 minutes 50 seconds East a distance of 870.59 feet to a 1" rod found;
 THENCE South 51 degrees 02 minutes 44 seconds East a distance of 695.87 feet to a rock found;
 THENCE South 79 degrees 32 minutes 58 seconds East a distance of 344.74 feet to a 1/2" open top pipe found, said pipe being located on the western right-of-way line of Old Mill Road (100' R/W);
 THENCE traveling southwesterly along the western right-of-way line of Old Mill Road, with the arc of a curve turning to the right, having an arc length of 281.83 feet, a radius of 2057.39 feet, a chord length of 281.61 feet, and a chord bearing South 17 degrees 16 minutes 07 seconds West to a 1/2" open top pipe found;
 THENCE with a compound curve turning to the right, having an arc length of 413.42 feet, a radius of 1520.09 feet, a chord length of 412.15 feet, and a chord bearing South 29 degrees 06 minutes 14 seconds West to a point;
 THENCE with a compound curve turning to the right, having an arc length of 239.73 feet, a radius of 5844.41 feet, a chord length of 239.71 feet, and a chord bearing South 38 degrees 04 minutes 45 seconds West to a point;
 THENCE South 39 degrees 27 minutes 30 seconds West a distance of 671.84 feet to a point;
 THENCE with the arc of a curve turning to the left, having an arc length of 137.75 feet, a radius of 14647.86 feet, a chord length of 137.75 feet, and a chord bearing South 39 degrees 43 minutes 40 seconds West to a point;
 THENCE South 40 degrees 01 minutes 54 seconds West a distance of 356.54 feet to a 1/2" rebar found;

THENCE South 39 degrees 57 minutes 23 seconds West a distance of 82.80 feet to a point;
 THENCE South 39 degrees 23 minutes 46 seconds West a distance of 522.08 feet to a 5/8" rebar found;
 THENCE South 39 degrees 24 minutes 11 seconds West a distance of 284.25 feet to a 5/8" rebar found;
 THENCE South 39 degrees 24 minutes 03 seconds West a distance of 390.67 feet to a 5/8" rebar found;
 THENCE South 39 degrees 52 minutes 20 seconds West a distance of 205.23 feet to a point;
 THENCE with the arc of a curve turning to the left, having an arc length of 110.36 feet, a radius of 4371.90 feet, a chord length of 110.35 feet, and a chord bearing South 39 degrees 08 minutes 57 seconds West to a 1/2" rebar set;
 THENCE leaving said right-of-way of Old Mill Road, North 49 degrees 40 minutes 09 seconds West a distance of 16.37 feet to a 1/2" rebar set;
 THENCE with the arc of a curve turning to the right, having an arc length of 293.50 feet, a radius of 2935.00 feet, a chord length of 293.38 feet, and a chord bearing South 43 degrees 11 minutes 45 seconds West to a 1/2" rebar set;
 THENCE North 43 degrees 56 minutes 22 seconds West a distance of 40.00 feet to a 1/2" rebar set;
 THENCE with the arc of a curve turning to the right, having an arc length of 313.06 feet, a radius of 2895.00 feet, a chord length of 312.90 feet, and a chord bearing South 49 degrees 09 minutes 30 seconds West to a 1/2" rebar set;
 THENCE with a compound curve turning to the right, having an arc length of 164.14 feet, a radius of 1505.00 feet, a chord length of 164.06 feet, and a chord bearing South 55 degrees 22 minutes 51 seconds West to a 1/2" rebar set;
 THENCE South 72 degrees 25 minutes 57 seconds West a distance of 374.59 feet to a 1/2" rebar set;
 THENCE North 76 degrees 59 minutes 00 seconds West a distance of 94.34 feet to a 1/2" rebar set;
 THENCE South 71 degrees 00 minutes 40 seconds West a distance of 235.00 feet to a 1/2" rebar set;
 THENCE South 45 degrees 48 minutes 36 seconds West a distance of 93.94 feet to a 1/2" rebar set;
 THENCE South 71 degrees 00 minutes 40 seconds West a distance of 1257.04 feet to a 1/2" rebar set;
 THENCE South 64 degrees 14 minutes 15 seconds West a distance of 135.45 feet to a 1/2" rebar set;
 THENCE with the arc of a curve turning to the right, having an arc length of 282.43 feet, a radius of 2250.00 feet, a chord length of 282.24 feet, and a chord bearing South 78 degrees 02 minutes 04 seconds West to a point;
 THENCE North 85 degrees 07 minutes 37 seconds West a distance of 95.83 feet to a 1/2" rebar set;
 THENCE South 80 degrees 20 minutes 18 seconds West a distance of 188.46 feet to a 1/2" rebar set;
 THENCE with the arc of a curve turning to the right, having an arc length of 570.62 feet, a radius of 2250.00 feet, a chord length of 569.09 feet, and a chord bearing North 83 degrees 54 minutes 45 seconds West to a 1/2" rebar set;
 THENCE North 76 degrees 07 minutes 24 seconds West a distance of 1193.93 feet to a 1/2" rebar set;
 THENCE North 67 degrees 16 minutes 16 seconds West a distance of 86.34 feet to a 1/2" rebar

set;
 THENCE North 87 degrees 26 minutes 40 seconds West a distance of 220.10 feet to a 1/2" rebar set;
 THENCE with the arc of a curve turning to the left, having an arc length of 503.13 feet, a radius of 20125.00 feet, a chord length of 503.11 feet, and a chord bearing North 78 degrees 00 minutes 08 seconds West to a 1/2" rebar set;
 THENCE North 74 degrees 24 minutes 41 seconds West a distance of 241.38 feet to a 1/2" rebar set;
 THENCE North 79 degrees 37 minutes 03 seconds West a distance of 101.40 feet to a 1/2" rebar set;
 THENCE North 79 degrees 33 minutes 41 seconds West a distance of 111.15 feet to a 1/2" rebar set;
 THENCE South 88 degrees 32 minutes 20 seconds West a distance of 153.93 feet to a 1/2" rebar set;
 THENCE North 80 degrees 43 minutes 26 seconds West a distance of 201.15 feet to a 1/2" rebar set;
 THENCE North 76 degrees 50 minutes 47 seconds West a distance of 739.17 feet to a 1/2" rebar set;
 THENCE North 82 degrees 15 minutes 59 seconds West a distance of 1261.80 feet to a 1/2" rebar set;
 THENCE North 82 degrees 21 minutes 45 seconds West a distance of 695.26 feet to a 1/2" rebar set;
 THENCE North 78 degrees 07 minutes 01 seconds West a distance of 1395.87 feet to a 1/2" rebar set;
 THENCE North 66 degrees 58 minutes 39 seconds West a distance of 203.04 feet to a 1/2" rebar set;
 THENCE North 76 degrees 54 minutes 13 seconds West a distance of 600.00 feet to a 1/2" rebar set;
 THENCE North 81 degrees 40 minutes 03 seconds West a distance of 301.04 feet to a 1/2" rebar set;
 THENCE North 76 degrees 54 minutes 13 seconds West a distance of 419.30 feet to a 1/2" rebar set;
 THENCE with the arc of a curve turning to the right, having an arc length of 1002.79 feet, a radius of 1710.00 feet, a chord length of 988.48 feet, and a chord bearing North 60 degrees 06 minutes 14 seconds West to a 1/2" rebar set;
 THENCE North 44 degrees 44 minutes 19 seconds West a distance of 1232.37 feet to a 1/2" rebar set;
 THENCE North 14 degrees 54 minutes 41 seconds West a distance of 107.35 feet to a 1/2" rebar set, said rebar being located on the southeastern right-of-way line of US Highway 278 (R/W varies);
 THENCE traveling northeasterly along the southeastern right-of-way line of US Highway 278, North 35 degrees 20 minutes 15 seconds East a distance of 169.96 feet to a 1/2" rebar set;
 THENCE North 40 degrees 24 minutes 03 seconds East a distance of 460.71 feet to a 1/2" rebar set;
 THENCE North 47 degrees 59 minutes 44 seconds East a distance of 226.99 feet to a 1/2" rebar set;
 THENCE North 40 degrees 24 minutes 03 seconds East a distance of 164.78 feet to a 1/2" rebar set;
 THENCE with the arc of a curve turning to the left, having an arc length of 86.67 feet, a radius of 6590.00 feet, a chord length of 86.67 feet, and a chord bearing North 40 degrees 01 minutes 27

seconds East to a 1/2" rebar set;
 THENCE North 04 degrees 48 minutes 54 seconds East a distance of 61.62 feet to a 1/2" rebar set;
 THENCE with the arc of a curve turning to the left, having an arc length of 293.68 feet, a radius of 6555.00 feet, a chord length of 293.66 feet, and a chord bearing North 37 degrees 55 minutes 19 seconds East to a 1/2" rebar set;
 THENCE North 36 degrees 38 minutes 18 seconds East a distance of 34.68 feet to a 1/2" rebar set;
 THENCE North 38 degrees 10 minutes 09 seconds East a distance of 595.16 feet to a 1/2" rebar set;
 THENCE leaving said right-of-way line of US Highway 278, South 56 degrees 51 minutes 20 seconds East a distance of 126.35 feet to a 1/2" rebar found;
 THENCE South 56 degrees 51 minutes 20 seconds East a distance of 117.52 feet to a point;
 THENCE South 28 degrees 01 minutes 16 seconds West a distance of 87.05 feet to a point, said point being in the centerline of a creek;
 THENCE traveling along the centerline of said creek, North 65 degrees 01 minutes 25 seconds East a distance of 34.59 feet to a point;
 THENCE South 32 degrees 59 minutes 59 seconds East a distance of 20.89 feet to a point;
 THENCE South 50 degrees 05 minutes 45 seconds East a distance of 28.09 feet to a point;
 THENCE South 28 degrees 17 minutes 42 seconds East a distance of 11.70 feet to a point;
 THENCE South 72 degrees 01 minutes 12 seconds East a distance of 28.76 feet to a point;
 THENCE South 17 degrees 37 minutes 27 seconds East a distance of 31.87 feet to a point;
 THENCE South 86 degrees 46 minutes 37 seconds East a distance of 32.79 feet to a point;
 THENCE South 17 degrees 24 minutes 35 seconds East a distance of 11.34 feet to a point;
 THENCE South 40 degrees 33 minutes 54 seconds East a distance of 36.92 feet to a point;
 THENCE South 09 degrees 28 minutes 56 seconds West a distance of 6.53 feet to a point;
 THENCE South 39 degrees 01 minutes 31 seconds East a distance of 24.61 feet to a point;
 THENCE South 84 degrees 51 minutes 45 seconds East a distance of 23.53 feet to a point;
 THENCE South 18 degrees 33 minutes 15 seconds East a distance of 18.94 feet to a point;
 THENCE South 66 degrees 30 minutes 09 seconds East a distance of 61.55 feet to a point;
 THENCE South 37 degrees 30 minutes 26 seconds East a distance of 22.97 feet to a point;
 THENCE South 04 degrees 40 minutes 47 seconds West a distance of 10.52 feet to a point;
 THENCE South 45 degrees 12 minutes 56 seconds East a distance of 25.92 feet to a point;
 THENCE South 01 degrees 42 minutes 31 seconds East a distance of 20.00 feet to a point;
 THENCE South 47 degrees 37 minutes 45 seconds West a distance of 12.04 feet to a point;
 THENCE South 17 degrees 42 minutes 18 seconds East a distance of 41.44 feet to a point;
 THENCE North 84 degrees 42 minutes 29 seconds East a distance of 18.68 feet to a point;
 THENCE South 46 degrees 16 minutes 05 seconds East a distance of 17.26 feet to a point;
 THENCE South 64 degrees 42 minutes 48 seconds East a distance of 70.17 feet to a point;
 THENCE South 36 degrees 08 minutes 46 seconds East a distance of 54.12 feet to a point;
 THENCE South 17 degrees 47 minutes 05 seconds East a distance of 71.23 feet to a point;
 THENCE South 55 degrees 04 minutes 53 seconds East a distance of 24.53 feet to a point;
 THENCE South 76 degrees 52 minutes 02 seconds East a distance of 18.10 feet to a point;
 THENCE South 87 degrees 22 minutes 56 seconds East a distance of 16.80 feet to a point;
 THENCE South 15 degrees 08 minutes 27 seconds East a distance of 16.01 feet to a point;
 THENCE South 68 degrees 37 minutes 42 seconds East a distance of 30.28 feet to a point;
 THENCE North 82 degrees 32 minutes 47 seconds East a distance of 32.93 feet to a point;
 THENCE North 64 degrees 25 minutes 16 seconds East a distance of 13.19 feet to a point;
 THENCE South 71 degrees 47 minutes 58 seconds East a distance of 24.10 feet to a point;

THENCE South 48 degrees 15 minutes 16 seconds East a distance of 82.88 feet to a point;
 THENCE South 14 degrees 15 minutes 23 seconds East a distance of 19.14 feet to a point;
 THENCE South 89 degrees 37 minutes 57 seconds East a distance of 27.22 feet to a point;
 THENCE South 60 degrees 25 minutes 01 seconds East a distance of 73.11 feet to a point;
 THENCE North 80 degrees 21 minutes 21 seconds East a distance of 19.63 feet to a point;
 THENCE South 36 degrees 54 minutes 10 seconds East a distance of 16.44 feet to a point;
 THENCE North 74 degrees 57 minutes 01 seconds East a distance of 19.03 feet to a point;
 THENCE South 47 degrees 03 minutes 33 seconds East a distance of 32.39 feet to a point;
 THENCE North 58 degrees 34 minutes 25 seconds East a distance of 31.27 feet to a point;
 THENCE South 61 degrees 57 minutes 35 seconds East a distance of 91.81 feet to a point;
 THENCE North 49 degrees 41 minutes 36 seconds East a distance of 22.33 feet to a point;
 THENCE South 81 degrees 00 minutes 43 seconds East a distance of 9.06 feet to a point;
 THENCE South 69 degrees 33 minutes 50 seconds East a distance of 7.89 feet to a point;
 THENCE North 84 degrees 05 minutes 47 seconds East a distance of 45.37 feet to a point;
 THENCE South 57 degrees 07 minutes 29 seconds East a distance of 26.13 feet to a point;
 THENCE North 27 degrees 05 minutes 10 seconds East a distance of 13.92 feet to a point;
 THENCE South 81 degrees 40 minutes 48 seconds East a distance of 49.86 feet to a point;
 THENCE South 14 degrees 54 minutes 08 seconds East a distance of 17.23 feet to a point;
 THENCE South 60 degrees 00 minutes 21 seconds East a distance of 40.94 feet to a point;
 THENCE South 25 degrees 18 minutes 29 seconds East a distance of 28.39 feet to a point;
 THENCE North 66 degrees 52 minutes 49 seconds East a distance of 13.91 feet to a point;
 THENCE South 33 degrees 28 minutes 20 seconds East a distance of 8.94 feet to a point;
 THENCE South 20 degrees 38 minutes 33 seconds West a distance of 26.66 feet to a point;
 THENCE South 65 degrees 33 minutes 40 seconds East a distance of 12.88 feet to a point;
 THENCE South 42 degrees 39 minutes 16 seconds East a distance of 12.64 feet to a point;
 THENCE North 81 degrees 53 minutes 19 seconds East a distance of 14.92 feet to a point;
 THENCE North 12 degrees 40 minutes 16 seconds East a distance of 20.54 feet to a point;
 THENCE North 59 degrees 27 minutes 50 seconds East a distance of 22.88 feet to a point;
 THENCE North 42 degrees 25 minutes 16 seconds East a distance of 13.48 feet to a point;
 THENCE North 52 degrees 18 minutes 55 seconds East a distance of 9.25 feet to a point;
 THENCE South 86 degrees 38 minutes 40 seconds East a distance of 28.41 feet to a point;
 THENCE South 66 degrees 58 minutes 01 seconds East a distance of 42.66 feet to a point;
 THENCE South 70 degrees 38 minutes 25 seconds East a distance of 91.46 feet to a point;
 THENCE South 39 degrees 17 minutes 23 seconds East a distance of 74.29 feet to a point;
 THENCE South 89 degrees 30 minutes 19 seconds East a distance of 85.16 feet to a point;
 THENCE South 55 degrees 14 minutes 21 seconds East a distance of 46.75 feet to a point;
 THENCE South 05 degrees 38 minutes 06 seconds West a distance of 9.81 feet to a point;
 THENCE South 85 degrees 00 minutes 08 seconds West a distance of 18.34 feet to a point;
 THENCE South 10 degrees 22 minutes 27 seconds West a distance of 20.51 feet to a point;
 THENCE South 62 degrees 22 minutes 45 seconds East a distance of 21.26 feet to a point;
 THENCE North 56 degrees 43 minutes 47 seconds East a distance of 27.88 feet to a point;
 THENCE South 37 degrees 17 minutes 00 seconds East a distance of 24.90 feet to a point;
 THENCE South 07 degrees 12 minutes 59 seconds West a distance of 16.21 feet to a point;
 THENCE South 86 degrees 35 minutes 12 seconds East a distance of 89.06 feet to a point;
 THENCE North 66 degrees 25 minutes 50 seconds East a distance of 13.29 feet to a point;
 THENCE South 82 degrees 53 minutes 18 seconds East a distance of 27.03 feet to a point;
 THENCE North 84 degrees 23 minutes 28 seconds East a distance of 49.40 feet to a point;
 THENCE South 66 degrees 09 minutes 40 seconds East a distance of 15.74 feet to a point;
 THENCE North 71 degrees 54 minutes 52 seconds East a distance of 43.78 feet to a point;

THENCE South 46 degrees 39 minutes 09 seconds East a distance of 11.40 feet to a point;
 THENCE North 85 degrees 52 minutes 28 seconds East a distance of 28.70 feet to a point;
 THENCE South 76 degrees 29 minutes 08 seconds East a distance of 12.79 feet to a point, said point being located at the centerline of Dennis Creek;
 THENCE traveling northeasterly along the centerline of Dennis Creek, North 29 degrees 00 minutes 50 seconds West a distance of 4.90 feet to a point;
 THENCE North 21 degrees 59 minutes 57 seconds West a distance of 28.11 feet to a point;
 THENCE North 15 degrees 58 minutes 58 seconds West a distance of 32.10 feet to a point;
 THENCE North 72 degrees 07 minutes 09 seconds West a distance of 10.56 feet to a point;
 THENCE North 45 degrees 44 minutes 36 seconds West a distance of 19.12 feet to a point;
 THENCE North 06 degrees 29 minutes 49 seconds East a distance of 25.78 feet to a point;
 THENCE North 19 degrees 01 minutes 16 seconds East a distance of 44.39 feet to a point;
 THENCE North 38 degrees 56 minutes 02 seconds West a distance of 30.14 feet to a point;
 THENCE North 04 degrees 38 minutes 46 seconds West a distance of 66.96 feet to a point;
 THENCE North 60 degrees 08 minutes 24 seconds East a distance of 20.34 feet to a point;
 THENCE North 77 degrees 54 minutes 46 seconds East a distance of 16.98 feet to a point;
 THENCE North 40 degrees 04 minutes 28 seconds East a distance of 14.05 feet to a point;
 THENCE North 06 degrees 39 minutes 02 seconds East a distance of 17.17 feet to a point;
 THENCE North 28 degrees 08 minutes 16 seconds West a distance of 40.41 feet to a point;
 THENCE North 54 degrees 29 minutes 56 seconds West a distance of 16.31 feet to a point;
 THENCE North 12 degrees 04 minutes 53 seconds West a distance of 17.63 feet to a point;
 THENCE North 42 degrees 04 minutes 43 seconds East a distance of 18.41 feet to a point;
 THENCE North 68 degrees 23 minutes 52 seconds East a distance of 41.33 feet to a point;
 THENCE North 45 degrees 26 minutes 29 seconds East a distance of 26.80 feet to a point;
 THENCE North 06 degrees 24 minutes 31 seconds West a distance of 11.88 feet to a point;
 THENCE North 49 degrees 05 minutes 28 seconds West a distance of 38.52 feet to a point;
 THENCE North 44 degrees 08 minutes 56 seconds West a distance of 11.03 feet to a point;
 THENCE North 21 degrees 50 minutes 14 seconds East a distance of 60.27 feet to a point;
 THENCE North 41 degrees 34 minutes 48 seconds East a distance of 47.12 feet to a point;
 THENCE North 26 degrees 28 minutes 41 seconds East a distance of 46.74 feet to a point;
 THENCE North 06 degrees 53 minutes 04 seconds East a distance of 37.88 feet to a point;
 THENCE North 10 degrees 54 minutes 55 seconds East a distance of 18.30 feet to a point;
 THENCE North 39 degrees 21 minutes 36 seconds East a distance of 23.16 feet to a point;
 THENCE North 29 degrees 28 minutes 11 seconds West a distance of 40.32 feet to a point;
 THENCE North 03 degrees 49 minutes 25 seconds West a distance of 22.40 feet to a point;
 THENCE North 21 degrees 14 minutes 22 seconds East a distance of 45.35 feet to a point;
 THENCE North 27 degrees 31 minutes 10 seconds East a distance of 50.16 feet to a point;
 THENCE North 52 degrees 38 minutes 38 seconds East a distance of 44.38 feet to a point;
 THENCE North 42 degrees 32 minutes 07 seconds East a distance of 29.49 feet to a point;
 THENCE North 28 degrees 53 minutes 58 seconds East a distance of 39.56 feet to a point;
 THENCE North 37 degrees 36 minutes 51 seconds East a distance of 40.16 feet to a point;
 THENCE North 72 degrees 16 minutes 24 seconds East a distance of 25.91 feet to a point;
 THENCE South 66 degrees 37 minutes 16 seconds East a distance of 17.55 feet to a point;
 THENCE North 72 degrees 21 minutes 27 seconds East a distance of 14.97 feet to a point;
 THENCE North 55 degrees 17 minutes 42 seconds East a distance of 28.88 feet to a point;
 THENCE North 72 degrees 11 minutes 29 seconds East a distance of 62.06 feet to a point;
 THENCE North 57 degrees 44 minutes 49 seconds East a distance of 47.27 feet to a point;
 THENCE North 73 degrees 02 minutes 35 seconds East a distance of 48.28 feet to a point;
 THENCE North 77 degrees 52 minutes 42 seconds East a distance of 58.08 feet to a point;

THENCE North 38 degrees 07 minutes 33 seconds East a distance of 33.45 feet to a point;
 THENCE North 68 degrees 52 minutes 28 seconds East a distance of 33.33 feet to a point;
 THENCE North 75 degrees 18 minutes 49 seconds East a distance of 19.56 feet to a point;
 THENCE North 70 degrees 07 minutes 55 seconds East a distance of 23.32 feet to a point;
 THENCE South 78 degrees 44 minutes 39 seconds East a distance of 67.52 feet to a point;
 THENCE North 67 degrees 06 minutes 12 seconds East a distance of 39.17 feet to a point;
 THENCE South 84 degrees 38 minutes 51 seconds East a distance of 16.19 feet to a point;
 THENCE North 53 degrees 10 minutes 19 seconds East a distance of 47.11 feet to a point;
 THENCE North 74 degrees 06 minutes 33 seconds East a distance of 33.15 feet to a point;
 THENCE North 72 degrees 10 minutes 19 seconds East a distance of 35.09 feet to a point;
 THENCE South 85 degrees 33 minutes 44 seconds East a distance of 30.03 feet to a point;
 THENCE North 49 degrees 20 minutes 17 seconds East a distance of 17.54 feet to a point;
 THENCE North 31 degrees 28 minutes 05 seconds East a distance of 29.51 feet to a point;
 THENCE North 53 degrees 46 minutes 49 seconds East a distance of 23.13 feet to a point;
 THENCE North 19 degrees 13 minutes 58 seconds East a distance of 16.26 feet to a point;
 THENCE North 16 degrees 57 minutes 30 seconds East a distance of 44.95 feet to a point;
 THENCE North 52 degrees 14 minutes 17 seconds East a distance of 45.42 feet to a point;
 THENCE North 36 degrees 42 minutes 44 seconds East a distance of 87.41 feet to a point;
 THENCE North 09 degrees 43 minutes 00 seconds West a distance of 22.52 feet to a point;
 THENCE North 28 degrees 19 minutes 36 seconds East a distance of 46.28 feet to a point;
 THENCE North 09 degrees 55 minutes 36 seconds East a distance of 53.12 feet to a point;
 THENCE North 37 degrees 09 minutes 25 seconds East a distance of 30.40 feet to a point;
 THENCE North 18 degrees 18 minutes 57 seconds West a distance of 38.37 feet to a point;
 THENCE North 37 degrees 32 minutes 46 seconds East a distance of 26.53 feet to a point;
 THENCE North 19 degrees 06 minutes 31 seconds East a distance of 20.52 feet to a point;
 THENCE North 44 degrees 46 minutes 14 seconds East a distance of 20.86 feet to a point;
 THENCE North 07 degrees 27 minutes 31 seconds West a distance of 65.52 feet to a point;
 THENCE North 48 degrees 50 minutes 44 seconds East a distance of 44.51 feet to a point;
 THENCE North 18 degrees 04 minutes 36 seconds East a distance of 39.45 feet to a point;
 THENCE North 36 degrees 49 minutes 41 seconds East a distance of 42.55 feet to a point;
 THENCE North 28 degrees 36 minutes 35 seconds East a distance of 60.11 feet to a point;
 THENCE North 23 degrees 09 minutes 33 seconds East a distance of 20.93 feet to a point;
 THENCE North 57 degrees 53 minutes 04 seconds East a distance of 75.79 feet to a point;
 THENCE North 37 degrees 40 minutes 00 seconds East a distance of 60.89 feet to a point;
 THENCE North 05 degrees 19 minutes 41 seconds East a distance of 27.33 feet to a point;
 THENCE North 06 degrees 13 minutes 40 seconds East a distance of 20.95 feet to a point;
 THENCE North 25 degrees 33 minutes 37 seconds East a distance of 34.21 feet to a point;
 THENCE North 09 degrees 03 minutes 07 seconds West a distance of 16.13 feet to a point;
 THENCE North 25 degrees 22 minutes 26 seconds West a distance of 15.59 feet to a point;
 THENCE North 07 degrees 25 minutes 56 seconds East a distance of 28.09 feet to a point;
 THENCE North 14 degrees 51 minutes 39 seconds West a distance of 22.00 feet to a point;
 THENCE North 22 degrees 09 minutes 18 seconds East a distance of 34.74 feet to a point;
 THENCE North 02 degrees 27 minutes 53 seconds East a distance of 21.60 feet to a point;
 THENCE North 36 degrees 56 minutes 20 seconds West a distance of 21.20 feet to a point;
 THENCE North 04 degrees 01 minutes 12 seconds West a distance of 45.53 feet to a point;
 THENCE North 12 degrees 36 minutes 08 seconds West a distance of 26.77 feet to a point;
 THENCE North 13 degrees 17 minutes 31 seconds East a distance of 41.31 feet to a point;
 THENCE North 14 degrees 31 minutes 55 seconds West a distance of 53.79 feet to a point;
 THENCE North 33 degrees 40 minutes 44 seconds East a distance of 41.73 feet to a point;

THENCE North 09 degrees 29 minutes 31 seconds West a distance of 26.51 feet to a point;
 THENCE North 17 degrees 49 minutes 23 seconds West a distance of 22.12 feet to a point, said point being located on the southern right-of-way line of Darel Drive (70' R/W);
 THENCE traveling northeasterly along the right-of-way line of Darel Drive, North 66 degrees 07 minutes 39 seconds East a distance of 150.00 feet to a point;
 THENCE North 65 degrees 37 minutes 53 seconds East a distance of 150.00 feet to a point;
 THENCE North 65 degrees 13 minutes 22 seconds East a distance of 150.01 feet to a point;
 THENCE North 64 degrees 54 minutes 00 seconds East a distance of 150.01 feet to a point;
 THENCE North 64 degrees 38 minutes 56 seconds East a distance of 150.01 feet to a point;
 THENCE North 64 degrees 53 minutes 45 seconds East a distance of 150.00 feet to a point;
 THENCE North 64 degrees 58 minutes 35 seconds East a distance of 150.00 feet to a point;
 THENCE North 64 degrees 46 minutes 49 seconds East a distance of 322.56 feet to a point;
 THENCE with the arc of a curve turning to the right, having an arc length of 127.93 feet, a radius of 556.00 feet, a chord length of 127.65 feet, and a chord bearing North 71 degrees 22 minutes 19 seconds East to a point;
 THENCE with a reverse curve turning to the left, having an arc length of 248.08 feet, a radius of 968.77 feet, a chord length of 247.40 feet, and a chord bearing North 70 degrees 37 minutes 39 seconds East to a point;
 THENCE North 63 degrees 17 minutes 29 seconds East a distance of 636.35 feet to a point;
 THENCE with the arc of a curve turning to the left, having an arc length of 79.90 feet, a radius of 2000.00 feet, a chord length of 79.89 feet, and a chord bearing North 62 degrees 08 minutes 49 seconds East to a point;
 THENCE North 61 degrees 00 minutes 09 seconds East a distance of 358.02 feet to a point;
 THENCE with the arc of a curve turning to the left, having an arc length of 389.49 feet, a radius of 5794.87 feet, a chord length of 389.42 feet, and a chord bearing North 59 degrees 59 minutes 44 seconds East to a point;
 THENCE North 58 degrees 04 minutes 12 seconds East a distance of 283.44 feet to a point;
 THENCE North 58 degrees 14 minutes 36 seconds East a distance of 198.62 feet to a point;
 THENCE with the arc of a curve turning to the right, having an arc length of 143.70 feet, a radius of 518.45 feet, a chord length of 143.24 feet, and a chord bearing North 66 degrees 11 minutes 02 seconds East to a point;
 THENCE with a compound curve turning to the right, having an arc length of 65.72 feet, a radius of 250.00 feet, a chord length of 65.53 feet, and a chord bearing North 81 degrees 39 minutes 21 seconds East to a point;
 THENCE with a compound curve turning to the right, having an arc length of 71.13 feet, a radius of 360.44 feet, a chord length of 71.02 feet, and a chord bearing South 85 degrees 09 minutes 33 seconds East to a point;
 THENCE South 79 degrees 30 minutes 20 seconds East a distance of 166.21 feet to a point;
 THENCE with the arc of a curve turning to the right, having an arc length of 138.10 feet, a radius of 3000.00 feet, a chord length of 138.09 feet, and a chord bearing South 78 degrees 11 minutes 13 seconds East to a point;
 THENCE South 76 degrees 52 minutes 05 seconds East a distance of 280.80 feet to a point;
 THENCE with the arc of a curve turning to the left, having an arc length of 139.74 feet, a radius of 362.00 feet, a chord length of 138.87 feet, and a chord bearing South 87 degrees 55 minutes 36 seconds East to a point;
 THENCE North 81 degrees 00 minutes 53 seconds East a distance of 100.83 feet to a point, said point being located on the eastern right-of-way line of Davis Academy Road (80' R/W);
 THENCE traveling northwesterly along the right-of-way line of Davis Academy Road, North 45 degrees 46 minutes 45 seconds West a distance of 12.21 feet to a point;

THENCE with the arc of a curve turning to the right, having an arc length of 403.63 feet, a radius of 914.93 feet, a chord length of 400.37 feet, and a chord bearing North 33 degrees 08 minutes 26 seconds West to a point;

THENCE North 20 degrees 30 minutes 08 seconds West a distance of 453.47 feet to a point;

THENCE with the arc of a curve turning to the right, having an arc length of 27.98 feet, a radius of 875.09 feet, a chord length of 27.97 feet, and a chord bearing North 19 degrees 35 minutes 11 seconds West to a 1/2" rebar set;

THENCE North 45 degrees 32 minutes 57 seconds East a distance of 68.97 feet to a 1/2" rebar set, said rebar being **THE TRUE POINT OF BEGINNING.**

The above described tract contains 1,728.405 acres.

**RESOLUTION OF
THE JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY**

**Re: Consent to Assignment of Rental Agreement, EDA, Bond and other
Project Documents from Rivian Horizon, LLC to Rivian New Horizon, LLC**

WHEREAS, pursuant to a Bond Resolution adopted by the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (the “Issuer”) on April 26, 2022 (the “**Bond Resolution**”), the Issuer authorized the issuance of its Taxable Revenue Bonds (Rivian Horizon, LLC Project), in one or more series, under such provisions, in an aggregate principal amount of up to \$15,000,000,000, and Issuer now proposes to issue, pursuant to the Bond Resolution, its Taxable Revenue Bond (Rivian Horizon, LLC Project), Series 2022A in the principal amount of up to \$5,000,000,000 (the “**Bond**”), to finance, directly or indirectly, in whole or in part, a capital project located in Walton County and Morgan County, Georgia, on the land more particularly described in Exhibit A attached hereto (the “**Project**”); and

WHEREAS, in consideration of the issuance of the Bond, the Issuer and Rivian Horizon, LLC will enter into a Rental Agreement, dated as of November 1, 2023 (the “**Rental Agreement**”); and

WHEREAS, upon issuance of the Bond, Rivian Horizon, LLC (Assignor) desires to assign the Bond, the Rental Agreement, the Economic Development Agreement, dated May 2, 2022, among the Issuer, the State, and the Assignor, as amended by a First Amendment to Economic Development Agreement, dated September 26, 2023, among the Issuer, the State, and the Company (collectively, the “**EDA**”) and all other documents and instruments entered or to be entered into in connection with the development of the Project and the issuance of the Bond, including without limitation those set forth on Exhibit B attached hereto (said documents, including the EDA and Rental Agreement, being referred to herein collectively as the “**Project Documents**”) to Rivian New Horizon, LLC (Assignee); and

WHEREAS, upon issuance of the Bond, Rivian New Horizons, LLC desires to assume all obligations and responsibilities to the Issuer of Rivian Horizon, LLC under the Project Documents; and

WHEREAS, both the Assignor and Assignee are subsidiaries of the parent company, Rivian Automotive, Inc., which parent company will agree to guaranty all obligations of the Assignee in the Project Documents; and

WHEREAS, attached hereto as Exhibit A is a form of the Assignment of Rental Agreement, EDA, Bond and Other Project Documents (the “**Assignment Agreement**”); and

WHEREAS, it is desirable for the Issuer to execute and deliver the Assignment Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Issuer, and it is hereby resolved by the authority of same as follows:

1. **Acknowledgement and Approval of Assignment of the Project Documents and Rental Interest in the Project; Transfer and Assignment of Bond.** The assignment of the rental interest in the Project by the Assignor to the Assignee is hereby authorized and approved, and the form of the Assignment of Rental Agreement, EDA, Bond and Other Project Documents substantially in the form attached hereto as Exhibit “A” is hereby approved subject to non-material revisions and review by legal counsel.

2. **No Personal Liability.** No stipulation, obligation or agreement herein contained or contained in the documents hereinabove authorized shall be deemed to be a stipulation, obligation or agreement of any director, officer, member, agent or employee of the Issuer in his or her individual capacity, and no such officer, member, director, agent or employee shall be personally liable on the Bond or be subject to personal liability or accountability by reason of the issuance thereof.

3. **General Authority.** From and after the execution and delivery of the documents hereinabove authorized, the Chair and Secretary of the Issuer and the proper officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents (*e.g.*, assignment documents, amendments to the Security Deed, if necessary, and lender documents) and certificates as may be necessary or desirable in connection with the execution and delivery of the documents hereinabove authorized and to document compliance with any laws.

In the event that the Chair or the Secretary are not available to review and/or execute the documents herein authorized, the Vice Chair and the Treasurer respectively are hereby authorized to execute such documents.

4. **Actions Ratified, Approved and Confirmed.** All acts and doings of the officers of the Issuer which are in conformity with the purposes and intents of this Resolution and in the furtherance of the assignment of the Assignors rental interest in the Project and its transfer of the Bond, and the execution, delivery and performance of the documents hereinabove authorized shall be, and the same hereby are, in all respects ratified, approved and confirmed.

5. **Severability of Invalid Provisions.** If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

6. **Repealing Clause.** All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

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

ADOPTED this ____ day of November, 2023.

**JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY**

By: _____
Chair

ATTEST:

Secretary

[SEAL]

EXHIBIT A
FORM OF ASSIGNMENT AGREEMENT

(Space above this line is for recording data)

After recording, please return to:

Benjamin J. Brooks, Esq.
Smith, Gambrell & Russell, LLP
1105 W. Peachtree Street NE – Suite 1000
Atlanta, Georgia 30309

Morgan County Tax Parcel ID: 013-003
Walton County Tax Parcel IDs: C1730001
SC240008

STATE OF GEORGIA)
COUNTY OF MORGAN)
COUNTY OF WALTON)

Cross Reference to Morgan County Records:

Memorandum of Rental Agreement and Option
Agreement, recorded at Deed Book _____, page _____;

Deed to Secure Debt and Security Agreement, recorded
at Deed Book _____, page _____

Cross Reference to Walton County Records:

Memorandum of Rental Agreement and Option
Agreement, recorded at Deed Book _____, page _____;

Deed to Secure Debt and Security Agreement, recorded
at Deed Book _____, page _____

**ASSIGNMENT OF BOND, RENTAL AGREEMENT
AND OTHER PROJECT DOCUMENTS**

THIS ASSIGNMENT OF BOND, RENTAL AGREEMENT AND OTHER PROJECT DOCUMENTS (this “**Assignment**”), dated as of November ___, 2023 (the “**Effective Date**”), is by and between **RIVIAN HORIZON, LLC**, a Delaware limited liability company (the “**Assignor**”), and **RIVIAN NEW HORIZON, LLC**, a Delaware limited liability company (the “**Assignee**”), and is acknowledged, consented to and, as applicable, agreed to by the **JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY** (the “**Issuer**”), a development authority and public body corporate and politic created and existing under the laws of the State of Georgia, the **STATE OF GEORGIA**, acting by and through the Georgia Department of Economic Development (the “**State**”), and **RIVIAN AUTOMOTIVE, INC.**, a Delaware corporation (the “**Guarantor**”), which is an affiliate of the Assignee.

W I T N E S S E T H:

WHEREAS, pursuant to a Bond Resolution adopted by the Issuer on April 26, 2022 (the “**Bond Resolution**”), the Issuer authorized the issuance of its Taxable Revenue Bonds (Rivian Horizon, LLC Project), in one or more series, under such provisions, in an aggregate principal amount of up to \$15,000,000,000, and Issuer has on the date hereof issued its Taxable Revenue Bond (Rivian Horizon, LLC Project), Series 2022A in the principal amount of up to \$5,000,000,000 (the “**Bond**”), to finance, directly or indirectly, in whole or in part, a capital project located in Walton County and Morgan County, Georgia, on the land more particularly described in Exhibit A attached hereto (the “**Project**”); and

WHEREAS, in consideration of the issuance of the Bond, the Issuer and the Assignor entered into a Rental Agreement, dated as of November 1, 2023 (the “**Rental Agreement**”); and

WHEREAS, the Assignor now desires to assign the Bond, the Rental Agreement, that certain Economic Development Agreement, dated May 2, 2022, among the Issuer, the State, and the Assignor, as amended by a First Amendment to Economic Development Agreement, dated September 26, 2023, among the Issuer, the State, and the Company (collectively, the “**EDA**”) and all other documents and instruments entered into in connection with the development of the Project and the issuance of the Bond, including without limitation those set forth on Exhibit B attached hereto (said documents, including the EDA and Rental Agreement, being referred to herein collectively as the “**Project Documents**”) to the Assignee, and the Assignee desires to accept such assignment on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. **Defined Terms.** Capitalized terms not defined herein are defined in the Project Documents.

2. **Assignment.** As of the Effective Date, the Assignor hereby assigns all of the Assignor’s right, title, and interest, as well as its rights, duties and obligations under the Bond and Project Documents (including, but not limited to, obligations to indemnify the Issuer and the State), in, to and under the Bond and Project Documents accruing prior to, on or after the Effective Date, to the Assignee, and the Assignee hereby accepts same, and fully and unconditionally assumes all such rights, duties, and obligations. Without limitation, the Assignee hereby assumes all liabilities and obligations of the Assignor under the Project Documents (including all losses, claims, lawsuits, or damages of any kind arising in connection with the Project accruing prior to, on or after the Effective Date), provided, that, any provision hereof to the contrary notwithstanding, the Assignee’s assumption of obligations hereunder is subject to all exculpatory and other similar provisions contained in the Project Documents which limit the liability of the Assignor thereunder. The Assignor, the Assignee, the Issuer and the State acknowledge that as a result of the assignment of the Rental Agreement, the Assignee will be the tenant of the Project, and is a permitted transferee of the Bond.

3. **Issuer’s Consent and Recourse.** As of the Effective Date, the Issuer shall look solely and exclusively to the Assignee for the payment or performance of the covenants, liabilities

and obligations set forth in the Project Documents accruing prior to, on or after the Effective Date and shall have no recourse whatsoever against the Assignor with respect to such covenants, liabilities and obligations, except for any covenant set forth herein. The Issuer acknowledges and consents to the foregoing assignment and agrees to the assumption of all covenants, liabilities and obligations imposed on the “Company” and the “Purchaser” under the Project Documents as if the Assignee had been the original “Company” and “Purchaser” named in the Project Documents and hereby releases the Assignor from such obligations and agreements arising prior to, on and after the Effective Date.

4. **State’s Consent and Recourse.** As of the Effective Date, the State shall look solely and exclusively to the Assignee for the payment or performance of the covenants, liabilities and obligations set forth in the Project Documents accruing prior to, on or after the Effective Date and shall have no recourse whatsoever against the Assignor with respect to such covenants, liabilities and obligations, except for any covenant set forth herein. The State acknowledges and consents to the foregoing assignment and agrees to the assumption of all covenants, liabilities and obligations imposed on the “Company” and the “Purchaser” under the Project Documents as if the Assignee had been the original “Company” and “Purchaser” named in the Project Documents and hereby releases the Assignor from such obligations and agreements arising prior to, on and after the Effective Date.

5. **Assignee’s Investment Confirmation.** The Bond is being simultaneously assigned herewith. The Assignee hereby confirms that: (i) simultaneously with the execution and delivery of this Assignment, the Assignee is executing and delivering to the Issuer an investment letter in substantially the form attached to the Bond Resolution as Exhibit “B”; (ii) the Assignee agrees to comply with the obligations of the “Purchaser” under the Bond Purchase Agreement, dated as of November 1, 2023 (the “**Bond Purchase Agreement**”), by and between the Assignor and the Issuer, arising on and after the Effective Date hereof; and (iii) the subsequent transfer of the Bond by the Assignee shall also be subject to the restrictions contained in Section 2.04 of the Bond Resolution.

6. **Certifications.** The Assignor certifies to the Issuer and the State, (i) to the best of the Assignor’s knowledge, that as of the Effective Date no default on the part of the Assignor has occurred or would occur with the passage of time or the giving of notice under the Project Documents, (ii) the assignment of the Rental Agreement is permitted under Section 9.1 thereof, and (iii) as of the Effective Date, all conditions precedent to the assignment and amendment of the Project Documents as contemplated herein have been met.

7. **Issuance and Registration of Bond AR-2.** The Assignor shall surrender, or cause to be surrendered, Bond No. AR-1 (together with the executed assignment attached thereto to the Assignee) for cancellation as provided by the Issuer, as bond registrar, and shall cause a replacement Bond No. AR-2 to be issued and registered in the name of the Assignee. The Issuer shall take such other steps as may be reasonably necessary to effectuate such transfer.

8. **Notices.** From and after the Effective Date, all notices required or permitted to be sent to the “Company” or “Purchaser” under the Project Documents shall be sent to Assignee at the following address, in the manner required under the Project Documents:

Rivian New Horizon, LLC
14600 Myford Road
Irvine, California 92606
Attention: Lease Administration

With a copy to: Rivian New Horizon, LLC
14600 Myford Road
Irvine, California 92606
Attention: Associate General Counsel
for Real Estate and Construction

With a copy to: Arnall Golden Gregory LLP
171 17 Street NW, Suite 2100
Atlanta, GA 30363
Attention: Andrew J. Schutt, Esq.

9. **Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

10. **Transfer Instructions.** The Assignor hereby acknowledges that it has sole responsibility to provide the transfer instructions required by Section 2.08 of the Bond Resolution.

11. **Miscellaneous.** This Assignment and the obligations of the Assignor, the Assignee, the Issuer, and the State hereunder shall be binding upon and inure to the benefit of the Assignor, the Assignee, the Issuer, and the State and their respective successors, assigns, heirs, executors, administrators, and personal representatives, shall be governed by and construed in accordance with the laws of the State of Georgia and may not be modified or amended in any manner other than by a written agreement signed by all parties hereto.

12. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

13. **Guaranty Agreement.** The Guarantor is an affiliate of the Assignee, and in consideration of the benefits provided to Assignee under the Project Documents, the Guarantor agrees to guarantee certain obligations of the Assignee to the Issuer and the State, as set forth below. Certain obligations of Assignor under the Project Documents are guaranteed by Rivian Automotive, LLC (the "Original Guarantor"), and the Original Guarantor will be released from such obligations as more particularly set forth below in connection with this Assignment and the guaranty from the Guarantor. Guarantor hereby absolutely and unconditionally guarantees to the Issuer and the State the prompt and full payment of all amounts for which the Assignee is liable (i) for any failure to achieve and maintain the Performance Standards as described on Exhibits "F", "F-1" and "F-2" attached to the EDA; and (ii) with respect to the Assignee's obligations to indemnify and hold harmless the State or the Issuer pursuant to the EDA, the Rental Agreement, the State Lease (as defined in the EDA) and the New Lease (as defined in the EDA), if executed, to the extent such indemnification obligations are not covered by insurance or other Assignee sources. The foregoing guaranties shall be absolute and unconditional and shall remain in full force and effect until the termination or expiration of the EDA. Such obligations shall not be discharged,

impaired, modified or otherwise affected upon the happening from time to time of any event whatsoever, other than the transfer of title to the Project from the Issuer to the Assignee as a result of the exercise of the Assignee's purchase option or otherwise. The Issuer acknowledges and consents to the foregoing guaranty by the Guarantor, and hereby releases the Original Guarantor from such obligations and guarantees provided by the Original Guarantor in Section 7.24 of the EDA arising prior to, on and after the Effective Date. The State acknowledges and consents to the foregoing guaranty and hereby releases the Original Guarantor from such obligations and guarantees provided by the Original Guarantor in Section 7.24 of the EDA arising prior to, on and after the Effective Date.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned acting by and through their duly authorized representatives have caused this instrument to be executed under seal as of the Effective Date.

Signed, sealed and delivered as to the foregoing date in the presence of the following witnesses:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARY SEAL]

ASSIGNOR:

RIVIAN HORIZON LLC, a Delaware limited liability company

By: _____ (SEAL)
Name:
Title:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signed, sealed and delivered as to the foregoing date in the presence of the following witnesses:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARY SEAL]

ASSIGNEE:

RIVIAN NEW HORIZON, LLC, a
Delaware limited liability company

By: _____ (SEAL)
Name:
Title:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ISSUER’S ACKNOWLEDGMENT, AGREEMENT, CONSENT AND RELEASE

The undersigned acknowledges, agrees and consents to the foregoing, including the foregoing assignment of the Project Documents and guaranty, and agrees to the assumption of all obligations of Assignor under the Project Documents by Assignee arising prior to, on and after the Effective Date, and hereby releases Assignor from its obligations under such Project Documents arising prior to, on or after the Effective Date.

Signed, sealed and delivered as to the foregoing date in the presence of the following witnesses:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARY SEAL]

ISSUER:

**JOINT DEVELOPMENT AUTHORITY
OF JASPER COUNTY, MORGAN
COUNTY, NEWTON COUNTY AND
WALTON COUNTY**

By: _____
Chairman

Attest:

Secretary

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

STATE'S ACKNOWLEDGMENT, AGREEMENT, CONSENT AND RELEASE

The undersigned acknowledges, agrees and consents to the foregoing, including the foregoing assignment of the Project Documents and guaranty, and agrees to the assumption of all obligations of Assignor under the Project Documents by Assignee arising prior to, on and after the Effective Date, and hereby releases Assignor from its obligations under such Project Documents arising prior to, on or after the Effective Date.

Signed, sealed and delivered as to the foregoing date in the presence of the following witnesses:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARY SEAL]

STATE:

**DEPARTMENT OF ECONOMIC
DEVELOPMENT; STATE OF GEORGIA**

By: _____
Commissioner

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GUARANTOR'S AGREEMENT

The undersigned hereby agrees to its obligations hereunder, including specifically under Section 13 above, in connection with the foregoing assignment.

Signed, sealed and delivered as to the foregoing date in the presence of the following witnesses:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARY SEAL]

GUARANTOR:

RIVIAN AUTOMOTIVE, INC., a
Delaware corporation

By: _____
Name:
Title:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

PROJECT DOCUMENTS

1. Rental Agreement, including the Memorandum of Rental Agreement and Option Agreement, which was recorded November 9, 2023 in the Morgan County real property records at Deed Book __, page __ and in the Walton County real property records at Deed Book __, page __
2. Bond Purchase Agreement.
3. Option Agreement, dated as of November 1, 2023, by and between the Assignor and the Issuer.
4. Deed to Secure Debt and Security Agreement, dated November 1, 2023, by the Issuer in favor of the Assignor, which was recorded November 9, 2023 in the Morgan County real property records at Deed Book __, page __ and in the Walton County real property records at Deed Book __, page __.
5. EDA.
6. PILOT Agreement, dated May 25, 2022, by and among the Issuer, the Assignor, the Board of Tax Assessors of Morgan County and the Board of Tax Assessors of Walton County.
7. Intergovernmental Lease Agreement, dated September 2, 2022, by and between the State and the Issuer, as amended by that certain First Amendment to Intergovernmental Lease Agreement, dated as of November 9, 2023, by and between the State and the Issuer, and including the Memorandum of Intergovernmental Lease Agreement, dated as of November 9, 2023, by and between the State and the Issuer.
8. Letter Agreement, dated August 16, 2023, by and among the State, the Issuer, and the Company, with respect to the reallocation of grant funds.
9. Letter Agreement, dated November 9, 2023, by and among the State, the Issuer, and the Assignor, with respect to the turnover of the Project.

**RESOLUTION OF
THE JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY
Re: APPROVE TURNOVER AGREEMENT**

WHEREAS, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, hereinafter the “Authority”, was duly formed under the Development Authorities Law, O.C.G.A. §36-62-1 *et seq.*; and

WHEREAS, the Authority and the Georgia Department of Economic Development (“GDED”) have partnered to recruit Rivian Horizon, Inc. (“Rivian”) to construct an electric vehicle manufacturing facility on approximately 1,978 acres in the Stanton Springs North development park located in Morgan and Walton Counties (the “Project”); and

WHEREAS, the Project provides substantial public benefits to the region by generating 7,500 jobs and a \$5,000,000,000 investment; and

WHEREAS, on May 2, 2022, the Authority, Rivian and GDED (the “Parties”) entered into an Economic Development Agreement (“EDA”) which details each party’s obligations and undertakings relating to the Project. Said Agreement was amended on September 26, 2023; and

WHEREAS, pursuant to the EDA, the Authority committed to carryout certain grading work on the Property as defined in the EDA; and

WHEREAS, pursuant to the EDA, the grading work will be complete on or about December 31, 2023; and

WHEREAS, the Authority desires to execute a Rental Agreement dated as of November 1, 2023 in order to rent the Project to Rivian prior to completion of the grading work and to set forth the rights and obligations of the Parties post-closing but prior to the Authority turning over the graded portion of the site to Rivian; and

WHEREAS, the rights and obligations of the Parties related to post-closing work and turnover will be memorialized in the Letter Agreement regarding post-Closing obligations and Project Site turnover which will address the items outlined in the summary attached Exhibit “A”.

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

1. The Authority hereby approves the Letter Agreement regarding post-Closing obligations and Project Site turnover which terms are consistent with the summary on

attached Exhibit “A”.

2. The Authority hereby authorizes the Chairman or Vice Chairman and Secretary or Treasurer to execute, either singly or in combination, the Letter Agreement regarding post-Closing obligations and Project Site turnover.

SO RESOLVED this ____ day of _____, 2023.

The Joint Development Authority of Jasper County, Morgan County,
Newton County and Walton County

By: _____
Jerry Silvio, Chairman

Attest: _____
Bob Hughes, Secretary

Exhibit “A”

Post-Closing Obligations and Project Site Turnover Summary
Key Items Addressed:

1. The defined terms within the Economic Development Agreement, as amended (“EDA”) are used in this Agreement.
2. Turnover of the grading site to Rivian will occur post-closing and after the JDA’s contractor, Plateau, completes the comprehensive grading work required by the EDA as amended.
3. Rivian will enter into a Rental Agreement at closing which gives it possession of the facility site and this Agreement provides the JDA access to complete the comprehensive grading work. The facility site consists of 1,744.243 acres which is the total site less the frontage road and less the property for the State training center.
4. The comprehensive grading work by the JDA will be complete on or around December 31, 2023.
5. Rivian may undertake its own site development efforts prior to turnover and the parties agree to coordinate and cooperate if both are conducting work at the same time.
6. Prior to turnover, the JDA will:
 - a. Complete the comprehensive grading work pursuant to its contract with Plateau
 - b. Provide certain site-related documents to Rivian, including surveys
 - c. Cause Plateau to complete any punch list items necessary
7. The EDA will remain in effect and all parties will comply with the terms not otherwise waived therein.
8. Other items as necessary to complete the Agreement.

**RESOLUTION OF
THE JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY
Re: AUTHORIZATION TO ENTER INTO A RENTAL AGREEMENT
WITH RIVIAN HORIZON, LLC, CLOSE ON BONDS AND EXECUTE
ALL DOCUMENTS NECESSARY TO EFFECTUATE THE SAME**

WHEREAS, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, hereinafter the “Authority”, was duly formed under the Development Authorities Law, O.C.G.A. §36-62-1 *et seq.*; and

WHEREAS, the Authority and the Georgia Department of Economic Development (“GDEcD”) have partnered to recruit Rivian Horizon, Inc., now Rivian New Horizon, LLC (collectively referred to herein as “Rivian”) to construct an electric vehicle manufacturing facility on approximately 1,978 acres in the Stanton Springs North development park located in Morgan and Walton Counties (the “Project”); and

WHEREAS, the Project provides substantial public benefits to the region by generating 7,500 jobs and a \$5,000,000,000 investment; and

WHEREAS, on April 26, 2022, the Authority adopted a Bond Resolution authorizing issuance of up to \$15,000,000,000 in bonds to support “the acquisition, construction and improvement of certain vehicle manufacturing and research, development, testing, sales and/or service facilities, including potential battery manufacturing facilities” and said bonds were validated by order of the Morgan County Superior Court dated August 15, 2023; and

WHEREAS, on May 2, 2022, the Authority, Rivian and GDEcD (the “Parties”) entered into an Economic Development Agreement (“EDA”) which details each party’s obligations and undertakings relating to the Project. Said Agreement was amended on September 26, 2023; and

WHEREAS, pursuant to the EDA as amended, the Parties have worked diligently and cooperatively to fulfill their respective obligations including completing the following: (i) the GDEcD and Authority have acquired and assembled all of the individual properties for the Project Site, consisting of approximately 1,943 acres, (ii) the Authority and the Company have completed the due diligence activities on the Project Site, (iii) the Authority has completed the abandonment of certain roads on the Project Site, (iv) the State and the Authority have entered into the State Lease, (v) the Authority is managing the clearing and grading work for the Project Site, which is currently underway and on schedule, (vi) relevant permits have been obtained, (vii) all mitigation credits have been purchased, (viii) the advisory committees were formed, met and provided input, (ix) the Project Bonds have been judicially validated, (x) the Company is internally preparing to commence construction on a timeline to meet its job and investment obligation, (xi) all occupants on the Project Site have vacated and no longer have rights to access the Project Site and all leases

for any portion of the Project Site have been terminated (xii) the Project Site has been assembled into a single parcel and further subdivided and accordingly the Facility Site is now 1,744.243 acres; and

WHEREAS, the Parties collectively acknowledge that conditions to close have either been met or waived pursuant to the EDA and Bond Resolution and all desire to consummate their relationship and advance this historic project by formally closing on the bonds in accordance with the Bond Resolution and granting Rivian rights to the Facility Site in accordance with the EDA; and

WHEREAS, pursuant to the EDA, as amended, the Authority will receive the following payments from Rivian at closing: \$4.5 million bond fee to support the Authority's efforts and expenses associated with the bonds and property rights and obligations over the 25-year term, \$1.5 million PILOT payment, and \$794,532.45 for reimbursement of legal fees for the bond appeal; and

WHEREAS, this closing marks the final consummation of the landmark partnership between the Authority, GDEcD and Rivian to bring jobs, investment and electric vehicle technology to Georgia.

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

1. The Authority hereby authorizes Closing as contemplated in the May 2, 2022 Economic Development Agreement as amended on September 26, 2023, and the Bond Resolution adopted on April 26, 2022.
2. The Authority hereby authorizes the Chairman or Vice Chairman and Secretary or Treasurer to execute, either singly or in combination, all documents and instruments necessary to evidence and carryout the Closing including but not limited to the Rental Agreement.

SO RESOLVED this ____ day of _____, 2023.

The Joint Development Authority of Jasper County, Morgan County,
Newton County and Walton County

By: _____
Jerry Silvio, Chairman

Attest: _____
Bob Hughes, Secretary

**RESOLUTION OF
THE JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY**

RE: To Authorize Sale of Property

WHEREAS, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, hereinafter the “Authority”, was duly formed under the Development Authorities Law, O.C.G.A. §36-62-1 *et seq.*; and

WHEREAS, the Authority desires to ratify a Land Purchase and Sale Agreement with an effective date of March 28, 2023 and amended on July 10, 2023 and November 2, 2023 for the sale of approximately 88 acres on Hwy 278 south of I-20 to Powergrid, LLC for a purchase price of \$42,500.00 per acre; and

WHEREAS, the Authority desires to close the transaction; and

WHEREAS, the Authority desires to authorize its Chairman or Vice Chairman and Secretary or Treasurer to execute the documents necessary to close.

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

1. The Authority hereby ratifies the Land Purchase and Sale Agreement with an effective date of March 28, 2023 and as amended on July 10, 2023 and November 2, 2023 with Powergrid, LLC for the sale of approximately 88 acres as further described and shown on attached Exhibit “A” and Exhibit “B” respectively for a purchase price of \$42,500 per acre and authorizes closing pursuant to all terms and conditions stated in the Land Purchase and Sale Agreement.
2. The Chairman or Vice Chairman and Secretary or Treasurer are authorized to execute, either singly or in combination, all documents and instruments necessary to accomplish the obligations set forth in the Land Purchase of Real Property including without limitation all closing documents.

[signatures on following page]

SO RESOLVED this _____ day of _____, 2023.

The Joint Development Authority of Jasper County, Morgan County,
Newton County and Walton County

By: _____
Jerry Silvio, Chairman

Attest: _____
Bob Hughes, Secretary

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Tract 1: 9 acre parcel

All of that tract or parcel of land lying and being in Land Lot 133 of the 1st District, of Newton County, Georgia and being more particularly described as follows:

To find the **Point of Beginning** commence at a concrete right-of-way monument found at the intersection formed by the westerly right-of-way line of Stanton Springs Parkway (variable r/w) with the southerly right-of-way line of U.S. Highway No. 278, a/k/a Georgia Highway No. 12 (variable r/w) and proceed in a westerly, northerly and westerly direction along the southerly right-of-way line of U.S. Highway No. 278, a/k/a Georgia Highway No. 12 (variable r/w) the following courses and distances:

1. South 80°43'07" West for a distance of 350.00 feet to a concrete right-of-way monument found;
2. North 09°16'53" West for a distance of 20.22 feet to a point;
3. South 80°42'30" West for a distance of 486.09 feet to an iron pin placed (1/2" rebar);
4. South 80°42'30" West for a distance of 622.59 feet to a point;
5. South 80°48'24" West for a distance of 1792.56 feet to an iron pin found (3/8" rebar) on the common line of Land Lots 126 & 133 and the **Point of Beginning**.

From the **Point of Beginning** thus established, depart said southerly right-of-way line of U.S. Highway No. 278, a/k/a Georgia Highway No. 12 (variable r/w) and proceed South 32°19'23" East along the Land Lot line common to Land Lots 126 & 133 for a distance of 888.86 feet to an iron pin placed (1/2" rebar); thence departing said Land Lot line and proceed South 81°39'06" West for a distance of 609.68 feet to an iron pin placed (1/2" rebar); thence North 14°56'32" East for a distance of 188.16 feet to iron pin found (3/8" rebar); thence North 34°16'53" West for a distance of 702.46 feet to iron pin found (3/8" rebar) on the southerly right-of-way line of U.S. Highway No. 278, a/k/a Georgia Highway No. 12 (variable r/w); thence along the southerly right-of-way line of U.S. Highway No. 278, a/k/a Georgia Highway No. 12 (variable r/w) North 80°44'42" East for a distance of 481.37 feet to an iron pin found (3/8" rebar) on the common line of Land Lots 126 & 133 and the **Point of Beginning**.

Said tract or parcel containing 9.00000 acres or 392,040 square feet.

**Tract 2: 18 acre
parcel**

All of that tract or parcel of land lying and being in Land Lot 133 of the 1st District, of Newton County, Georgia and being more particularly described as follows:

To find the **Point of Beginning** commence at a concrete right-of-way monument found at the intersection formed by the westerly right-of-way line of Stanton Springs Parkway (variable r/w) with the southerly right-of-way line of U.S. Highway No. 278, a/k/a Georgia Highway No. 12 (variable r/w) and proceed in a westerly, northerly and westerly direction along the southerly right-of-way line of U.S. Highway No. 278, a/k/a Georgia Highway No. 12 (variable r/w) the following courses and distances: 1) South 80°43'07" West for a distance of 350.00 feet to a concrete right-of-way monument found; 2) thence North 09°16'53" West for a distance of 20.22 feet to a point; 3) thence South 80°42'30" West for a distance of 486.09 feet to an iron pin placed (1/2" rebar); 4) thence South 80°42'30" West for a distance of 622.59 feet to a point; 5) thence South 80°48'24" West for a distance of 1792.56 feet to an iron pin found (3/8" rebar) on the common line of Land Lots 126 & 133; thence departing said southerly right-of-way line of U.S. Highway No. 278, a/k/a Georgia Highway No. 12 (variable r/w) and proceed along the Land Lot line common to Land Lots 126 & 133 the following courses and distances: 1) South 32°19'23" East for a distance of 888.86 feet to an iron pin placed (1/2" rebar); 2) thence South 32°19'23" East for a distance of 451.41 feet to an iron pin found (1/2" open top pipe); 3) thence South 30°33'27" East for a distance of 469.97 feet to an iron pin placed (1/2" rebar) and the **Point of Beginning**;

From the **Point of Beginning** thus established, and continuing along the Land Lot line common to Land Lots 126 & 133, South 30°33'27" East for a distance of 242.00 feet to an iron pin placed (1/2" rebar); thence departing said Land Lot line common to Land Lots 126 & 133 and proceed South 61°09'50" West for a distance of 1502.05 feet to a point in the centerline of Nelson Creek; thence North 68°46'20" West along the centerline of Nelson Creek for a distance of 316.76 feet to a point; thence departing said centerline of Nelson Creek and proceed North 14°56'32" East for a distance of 188.95 feet to an iron pin found (1/2" rebar); thence North 14°56'32" East for a distance of 457.13 feet to an iron pin placed (1/2" rebar); thence North 81°39'06" East for a distance of 1335.60 feet to an iron pin placed (1/2" rebar) on the Land Lot line common to Land Lots 126 & 133 and the **Point of Beginning**, said tract or parcel containing 18.00000 acres more or less, or 784,080 square feet more or less and being shown on that certain ALTA/ACSM Land Title Survey for JC Land Investment, LLC and Chicago Title Insurance Company.

Tract 3: 19 acre parcel

All of that tract or parcel of land lying and being in Land Lot 133 of the 1st District, of Newton County, Georgia and being more particularly described as follows:

To find the **Point of Beginning** commence at a concrete right-of-way monument found at the intersection formed by the westerly right-of-way line of Stanton Springs Parkway (variable r/w) with the southerly right-of-way line of U.S. Highway No. 278, a/k/a Georgia Highway No. 12 (variable r/w) and proceed in a westerly, northerly and westerly direction along the southerly right-of-way line of U.S. Highway No. 278, a/k/a Georgia Highway No. 12 (variable r/w) the following courses and distances:

1. South 80°43'07" West for a distance of 350.00 feet to a concrete right-of-way monument found;
2. North 09°16'53" West for a distance of 20.22 feet to a point;
3. South 80°42'30" West for a distance of 486.09 feet to an iron pin placed (1/2" rebar);
4. South 80°42'30" West for a distance of 622.59 feet to a point;
5. South 80°48'24" West for a distance of 1792.56 feet to an iron pin found (3/8" rebar) on the common line of Land Lots 126 & 133;

thence depart said southerly right-of-way line of U.S. Highway No. 278, a/k/a Georgia Highway No. 12 (variable r/w) and proceed South 32°19'23" East along the Land Lot line common to Land Lots 126 & 133 for a distance of 888.86 feet to an iron pin placed (1/2" rebar) and the **Point of Beginning**;

From the **Point of Beginning** thus established proceed thence South 32°19'23" East for a distance of 451.41 feet to an iron pin found 1/2" open top pipe; thence South 30°33'27" East for a distance of 469.97 feet to an iron pin placed (1/2" rebar); thence South 81°39'06" West for a distance of 1335.60 feet to an iron pin placed (1/2" rebar); thence North 14°56'32" East for a distance of 922.76 feet to an iron pin placed (1/2" rebar); thence North 81°39'06" East for a distance of 609.68 feet to the **Point of Beginning**.

Said tract or parcel containing 19.00000 acres, or 827,640 square feet.

Tract 4 and 5: 42.2699 acres

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 126 OF THE FIRST DISTRICT OF NEWTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR SET AT THE INTERSECTION OF THE LAND LOT LINE COMMON TO LAND LOTS 126 AND 133 OF THE FIRST DISTRICT OF NEWTON COUNTY, GEORGIA WITH THE SOUTHERN RIGHT OF WAY LINE OF U.S. HWY. NO 278 (HAVING AN APPARENT 60 FOOT RIGHT OF WAY); THENCE, ALONG SAID SOUTHERLY RIGHT OF WAY, NORTH 80°42'30" EAST, A DISTANCE OF 1791.57 FEET TO A POINT IN THE CENTER LINE OF LITTLE RIVER; THENCE, LEAVING SAID RIGHT OF WAY AND FOLLOWING ALONG THE CENTER LINE OF LITTLE RIVER AND THE MEANDERINGS THEREOF, A TOTAL OF 2447 FEET MORE OR LESS, ALONG THE FOLLOWING COURSES AND DISTANCES; SOUTH 16°09'57" EAST, A DISTANCE OF 82.61 FEET; THENCE SOUTH 02°22'06" EAST, A DISTANCE OF 103.16 FEET; THENCE SOUTH 18°29'35" EAST, A DISTANCE OF 53.12 FEET; THENCE SOUTH 03°26'23" EAST, A DISTANCE OF 70.29 FEET; THENCE SOUTH 32°10'52" WEST, A DISTANCE OF 43.13 FEET; THENCE SOUTH 73°24'19" WEST, A DISTANCE OF 65.71 FEET; THENCE SOUTH 46°41'49" WEST, A DISTANCE OF 53.94 FEET; THENCE SOUTH 83°10'13" WEST, A DISTANCE OF 119.40 FEET; THENCE SOUTH 65°08'08" WEST, A DISTANCE OF 50.93 FEET; THENCE SOUTH 11°27'26" WEST, A DISTANCE OF 70.90 FEET; THENCE SOUTH 01°53'46" WEST, A DISTANCE OF 66.66 FEET; THENCE SOUTH 34°47'47" EAST, A DISTANCE OF 122.28 FEET; THENCE SOUTH 22°41'36" EAST, A DISTANCE OF 145.78 FEET; THENCE SOUTH 32°39'14" WEST, A DISTANCE OF 79.30 FEET; THENCE SOUTH 00°01'19" WEST, A DISTANCE OF 68.64 FEET; THENCE SOUTH 00°31'35" EAST, A DISTANCE OF 86.26 FEET; THENCE SOUTH 20°10'09" WEST, A DISTANCE OF 99.20 FEET; THENCE SOUTH 27°07'33" WEST, A DISTANCE OF 90.97 FEET; THENCE SOUTH 14°40'02" WEST, A DISTANCE OF 177.90 FEET; THENCE SOUTH 43°51'34" WEST, A DISTANCE OF 159.51 FEET; THENCE SOUTH 22°44'25" WEST, A DISTANCE OF 85.05 FEET; THENCE SOUTH 42°24'56" WEST, A DISTANCE OF 100.57 FEET; THENCE SOUTH 15°22'06" WEST, A DISTANCE OF 55.06 FEET; THENCE SOUTH 24°27'49" WEST, A DISTANCE OF 108.28 FEET; THENCE SOUTH 22°30'40" WEST, A DISTANCE OF 113.92 FEET; THENCE SOUTH 23°23'18" WEST, A DISTANCE OF 155.44 FEET TO A POINT ON THE LAND LOT LINE COMMON TO LAND LOTS 126 AND 133 OF THE FIRST DISTRICT OF NEWTON COUNTY, GEORGIA; THENCE, LEAVING THE CENTER LINE OF LITTLE RIVER AND RUNNING ALONG SAID LAND LOT LINE NORTH 30°32'43" WEST, A DISTANCE OF 728.26 FEET TO A 1/2 INCH PIPE FOUND; THENCE, CONTINUING ALONG SAID LAND LOT LINE, NORTH 32°20'27" WEST, A DISTANCE OF 1337.84 FEET TO A 1/2" REBAR SET, BEING THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND, CONTAINING 42.2699 ACRES, IS SHOWN ON A PLAT ENTITLED "DRAWN FOR JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY", DATED APRIL 28, 2005, PREPARED BY HANNON, MEEKS & BAGWELL, SURVEYORS AND ENGINEERS, INC.

Exhibit "B"
(Drawing)

