



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

Regular Meeting

July 25, 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. **Swearing in of Don Jernigan** p. 3
6. **Approval of Minutes**
 - a. Regular Session Minutes from Regular Meeting on June 27, 2023 p. 4-8
 - b. Executive Session Minutes from Regular Meeting on June 27, 2023
7. **Committee Chairman Reports:**
 - a. Park Management Committee Bob Hughes
 - i. Takeda Update
 - ii. Meta/Baymare/Morning Hornet Update
 - iii. Security
 - iv. New Matters
 - b. Marketing Committee David Thompson
 - i. Economic Development Representation/Coordination
 - c. Economic Development Committee David Thompson
 - i. Stanton Springs activity
 - ii. Activity in four Counties
 - d. Finance Committee Steve Jordan
 - i. Financial Report p. 9-24 updated at p 102
 - ii. Invoices p. 25-51
 - iii. Budget Update for FY July 2022 – June 2023 p. 52-53

8. **Rivian Matters**
 - a. T&H Contract (tabled at June meeting)
 - b. Grading
 - i. Change Order #7 **p. 54** Kevin/Ralph Forbes
 - ii. Pay Request #10 **p. 55-57** Kevin/Ralph Forbes
 - c. Resolution re Construction Management Contract **p. 58-60**
9. **Resolution re Takeda sale of 2.53 acres to Morning Hornet** **p. 61-100**
10. **Quarterly Report- Q2 2023** **p. 101**
11. **Public Comment – limited to 20 minutes total with a maximum of 2 minutes per speaker**
12. **Board Comments**
13. **Executive Session - Land Acquisition and Litigation**
14. **Adjourn**



Certificate of Member's Oath

I, **Donald Jernigan**, having been duly appointed by the Jasper County Board of Commissioners to serve as a Director of the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, will do so to the best of my ability. I will assume the responsibilities of a Director and will faithfully perform the duties required thereof without bias and without representing any special interest group(s).

I will commit to high ethical standards and the goals and objectives of this Authority and abide by its Bylaws, the provisions of Georgia Law including the Development Authorities Law and the ethical obligations of members appointed to an Authority pursuant to O.C.G.A. § 45-10-3.

This ____ day of _____ 2023.

Donald Jernigan

Sworn to and subscribed before me
this ____ day of _____ 2023.

Andrea P. Gray
Walton County, Georgia

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

**June 27, 2023
1:00 P.M.**

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

A regular meeting of the Board of Directors of the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (the “Authority”) was held on June 27, 2023 at 1pm at the Newton County Water & Sewer Authority - Scott Emmons Water Reclamation Facility at 10902 Shire Parkway, Social Circle, GA 30025.

Directors Present:

Steve Jordan, Jasper County
Jerry Silvio, Newton County
Marcello Banes, Newton County
Bob Hughes, Morgan County
Ben Riden, Morgan County
David Thompson, Walton County
Mike Owens, Walton County

Directors Absent:

Gerald Stunkel, Jasper County

Guests Present:

Andrea Gray, Attorney
David Dyer
Serra Hall
Shane Short
Pat Malcom
Kevin Forbes
Ralph Forbes
*members of the public and media included on the
sign-in sheet attached

1. Call to Order

Mr. Silvio called the meeting to order at 1:00 pm.

2. Invocation

Mr. Marcello Banes led the invocation.

3. Pledge of Allegiance

Mr. Ben Riden led the pledge of allegiance.

4. Approval or Amendment to Agenda

No amendments were requested. On a motion duly made by Mr. Mike Owens, seconded by Mr. Ben Riden and unanimously approved, the Agenda was approved as presented.

5. Approval of Minutes

- a. Regular Session Minutes from the Regular Meeting on May 23, 2023: On a motion duly made by Mr. Bob Hughes, seconded by Mr. Steve Jordan and unanimously approved, the Minutes were approved as presented.
- b. Executive Session Minutes from the Regular Meeting on May 23, 2023: On a motion duly made by Mr. David Thompson, seconded by Mr. Bob Hughes and unanimously approved, the Minutes were approved as presented.

6. Committee Chairman Reports:

a. Park Management Committee

- i. Takeda Updates – Mr. Hughes reached out to Takeda regarding the speed humps on Shire Parkway. The speed humps were installed temporarily to accommodate trainings Takeda had at the training center in February and were originally contemplated to be removed in March. Mr. Hughes stated that he would like to talk to Takeda about their plans and report back to the JDA. Ms. Hall is also coordinating with Newton County.
- ii. Meta/Baymare/Morning Hornet Updates- Mr. Hughes reported that construction continues on both sites.
- iii. Security- no updates to report
- iv. New Matters- None

b. Marketing Committee

Mr. Thompson stated that there is nothing new to report this month but that there should be more to report next month as the committee works with Cornerstone.

c. Economic Development Committee

Mr. Thompson stated that the Stanton Springs activity continues with construction which is evident as you drive through the park. Meta is close to completing phase I and is working on phase II. The economic development representatives from Newton, Walton and Morgan County had no new updates to share. Mr. David Dyer introduced on behalf of Jasper County its new CPA coordinator, Tony Rogers.

d. Finance Committee

i. Financial Report

Mr. Steve Jordan provided the financial report for May and reviewed the current account balances and monthly expenditures that were included in the meeting packet along with the May financials. He noted that the June financials will be reduced by \$3 million because of the payment made from the JDA's account for grading which not reimbursable from the REBA grant.

ii. Invoices

8 regular invoices and a packet of legal invoices were presented for payment including the following:

- 1. \$10,000.00 from Cornerstone for public relations services
- 2. \$7,215.00 from Andrea P. Gray, LLC for general legal services

3. \$2,500.00 Allen Smith Consulting – grant admin services
4. \$64,494.65 from Thomas and Hutton for Rivian-related work (reimbursable through grant)
5. \$39,757.19 from Thomas and Hutton for Rivian-related work (part of grading draw paid by grant)
6. \$805.80 from Thomas and Hutton for Rivian-related survey work (reimbursable through grant)
7. \$64.08 from Snapping Shoals electric
8. \$29.96 from Snapping Shoals electric
9. Legal fees for litigation
 - o \$45,764.60 to Holland and Knight
 - o \$3,750.00 to Andrea P. Gray, LLC

On a motion duly made by Mr. David Thompson seconded by Mr. Mike Owens and unanimously approved, the invoices were approved for payment. Mr. Riden asked for clarification regarding which expenses would be reimbursed through the grant. Ms. Gray responded that only the Thomas & Hutton invoices would be paid through the grant.

Mr. Jordan requested authorization to transfer an additional \$500,000 to the capital project money market to capital project checking account. Mr. Thompson made a motion to approve the same, Mr. Hughes seconded the motion and it was unanimously approved.

iii. Annual Audit

Mr. Jordan stated that the letter of engagement is in the packet. Ms. Pat Malcom stated that the letter is from the same firm we have previously used. Mr. Hughes made a motion to move forward with the proposal. Mr. Riden seconded the motion. Mr. Riden asked how much the audit costs. Ms. Malcom stated the proposal is for \$15,000. Mr. Silvio called for a vote. The motion passed unanimously.

7. Insurance

Ms. Gray reported that the JDA's annual insurance period runs through June 30th and it is time to renew. The JDA has held insurance through ACCG for the last 4 or so years. ACCG reached out to Ms. Gray regarding the renewal proposal which is included in the meeting packet. Due to the current litigation, the proposal is significantly different than the current coverage. The new premium cost is \$10,161 versus \$6,002 last year. The new deductible is \$25,000 versus \$1,000 last year. There is also now a cap on attorney's fees at \$50,000 per matter and \$100,000 aggregate. ACCG offered to help the JDA shop for a commercial policy. Mr. Thompson stated that trying to obtain a commercial policy is not likely to be successful given the litigation. Mr. Hughes stated that we would have to get an extension of the ACCG policy to be able to shop for new policies. Mr. Thompson made a motion to proceed with the ACCG policy renewal. The motion was seconded by Mr. Owens. Mr. Riden noted that he would normally recommend bidding it out, but given the current litigation, he agrees with renewing with ACCG. Mr. Silvio called for a vote and the motion passed unanimously.

8. Rivian Updates

a. Grading

- i. Status Update
- ii. Grading- Pay Request #9

Mr. Kevin Forbes presented Pay Request #9 which includes \$6,543,754.82 for Plateau's work and \$39,757.19 for Thomas and Hutton's work in overseeing Terracon's testing. He stated that grading is approximately 70% complete. Mr. Owens asked whether we are also on budget. Mr. Forbes responded in the affirmative. Mr. Banes asked for confirmation that the funds used to pay for the request come from the state. Ms. Gray confirmed.

On a motion duly made by Mr. David Thompson seconded by Mr. Bob Hughes and unanimously approved, Pay Request #9 was approved.

9. Public Comment

Mr. Jerry Silvio stated: We value public opinion and are appreciative of those of you who took the time to attend today. All of our meetings are open to the public. Each speaker must state their name and address. Each speaker has 2 minutes. This is not a question and answer session and no response from the JDA is required. We will take your comments into consideration and may reach out to you individually to discuss them further. The total time for comments will be limited to approximately 20 minutes.

1. Christina Wertz- Ms. Wertz thanked the JDA for erecting "no trespassing" signs but they still see tractor trailers on Darel Drive. There is a need for a fire station as Rivian gets built. It is an absolute necessity to address inevitable fires. There have been fires at its Normal, IL plant and a recent fire at a battery plant somewhere else (unrelated to Rivian). Her brother-in-law is a fire chief in Henry County and told her that the company should have its own onsite fire department. She stated that this is not the case here where Morgan County has a volunteer fire department and two other counties provide service.

2. Nicole Wassendorf – Ms. Wassendorf stated that last year Mr. Thompson reported about how he and Mr. Banes would meet about the fire situation. It has not been on the Agenda. Has there been any more discussion? Is there a plan we don't know about?

3. Johanna Tate – Ms. Tate requested that the JDA place its meeting dates in the Morgan County Citizen government meeting calendar so that it is easily accessible to the public.

4. Joellen Artz – Ms. Artz stated that the JDA's bylaws say that its meetings are at 6pm but we meet at 1pm. Why don't we meet at 6pm so that more people could come to the meetings?

Ms. Gray noted that we skipped over Agenda item 8a. Mr. Hughes stated that he understands that it is not ready for JDA review. Mr. Hughes made a motion to table the agreement. Mr. Owens seconded the motion and it was unanimously approved.

10. Board Comments-

Mr. Riden asked about the fire station. Is it going to be provided by Walton or Newton? Mr. Banes commented "what about Morgan"? Mr. Riden stated that it was Morgan's understanding that it would be Walton or Newton. Mr. Thompson said that the project isn't far along enough yet as the site is still being graded and a final decision on fire service has not been made.

11. Executive Session – Land acquisition, Litigation

On a motion duly made by Mr. Bob Hughes seconded by Mr. Ben Riden and unanimously approved, the Authority moved into executive session to discuss land acquisition and litigation matters at 1:34 pm.

On a motion duly made by Mr. David Thompson, seconded by Mr. Mike Owens and unanimously approved, the Authority moved out of Executive Session at 2:23 pm.

12. Adjourn

On a motion duly made by Mr. David Thompson, seconded by Mr. Bob Hughes, and unanimously approved, the meeting was adjourned at 2:24 pm.

Attest:

Chairman

Secretary

Joint Dev. Auth of Jasper, Morgan, Newton & Walton Counties
Balance Sheet Prev Year Comparison
As of April 30, 2023

	<u>Apr 30, 23</u>	<u>Apr 30, 22</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
Checking - Truist	56,736.89	147,332.19	-90,595.30	-61.49%
Bk of Madison-MMA	2,756,610.37	2,725,797.31	30,813.06	1.13%
Bk of Madison-Cap Proj-Checking	593,134.04	672,408.31	-79,274.27	-11.79%
Bk of Madison-Cap Proj-MMA	3,378,755.15	1,655,731.29	1,723,023.86	104.06%
Bk of Madison-JMNW Disbursement	151,544.87	0.00	151,544.87	100.0%
Bk of Madison-JMNW REBA #1	0.00	65,068,100.00	-65,068,100.00	-100.0%
Bank of Madison-Tax Revenue	0.61	0.61	0.00	0.0%
EDGE Grant Acct	90.25	90.25	0.00	0.0%
Bond Purchase Acct	1.00	1.00	0.00	0.0%
Total Checking/Savings	<u>6,936,873.18</u>	<u>70,269,460.96</u>	<u>-63,332,587.78</u>	<u>-90.13%</u>
Accounts Receivable				
Accounts Receivable	39,290.86	2,000,000.00	-1,960,709.14	-98.04%
Total Accounts Receivable	<u>39,290.86</u>	<u>2,000,000.00</u>	<u>-1,960,709.14</u>	<u>-98.04%</u>
Total Current Assets	<u>6,976,164.04</u>	<u>72,269,460.96</u>	<u>-65,293,296.92</u>	<u>-90.35%</u>
TOTAL ASSETS	<u>6,976,164.04</u>	<u>72,269,460.96</u>	<u>-65,293,296.92</u>	<u>-90.35%</u>
LIABILITIES & EQUITY				
Equity				
Restricted Fund Balance	1,500,000.00	0.00	1,500,000.00	100.0%
Fund Balance	36,736,443.11	5,682,657.59	31,053,785.52	546.47%
Net Income	-31,260,279.07	66,586,803.37	-97,847,082.44	-146.95%
Total Equity	<u>6,976,164.04</u>	<u>72,269,460.96</u>	<u>-65,293,296.92</u>	<u>-90.35%</u>
TOTAL LIABILITIES & EQUITY	<u>6,976,164.04</u>	<u>72,269,460.96</u>	<u>-65,293,296.92</u>	<u>-90.35%</u>

Joint Dev. Auth of Jasper, Morgan, Newton & Walton Counties
Profit & Loss Budget vs. Actual
 July 2022 through June 2023

	<u>Jul '22 - Jun 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Intergovernmental Revenue				
Social Circle - Inter Govt	0.00	0.00	0.00	0.0%
NCWSA - Inter Govt	401,697.02	34,008.00	367,689.02	1,181.18%
Inter Govt - Other	2,775,897.66			
Total Intergovernmental Revenue	<u>3,177,594.68</u>	<u>34,008.00</u>	<u>3,143,586.68</u>	<u>9,343.67%</u>
Land sales				
Land Sale - NCWSA	0.00	380,838.00	-380,838.00	0.0%
Reimbursement of costs	65.50			
Total Land sales	<u>65.50</u>	<u>380,838.00</u>	<u>-380,772.50</u>	<u>0.02%</u>
Grant income				
2022 REBA Grant	41,959,661.19	91,307,760.00	-49,348,098.81	45.95%
2023 REBA Grant	0.00	20,000,000.00	-20,000,000.00	0.0%
Grant income - Other	0.00	0.00	0.00	0.0%
Total Grant income	<u>41,959,661.19</u>	<u>111,307,760.00</u>	<u>-69,348,098.81</u>	<u>37.7%</u>
Hunting lease income	0.00	4,500.00	-4,500.00	0.0%
PILOT Payments	2,000,000.00	2,000,000.00	0.00	100.0%
Underwriting fee - Bond fee	0.00	4,500,000.00	-4,500,000.00	0.0%
Miscellaneous income	41,790.86	5,500,000.00	-5,458,209.14	0.76%
Reserves from Prior Years	0.00	6,100,000.00	-6,100,000.00	0.0%
Total Income	<u>47,179,112.23</u>	<u>129,827,106.00</u>	<u>-82,647,993.77</u>	<u>36.34%</u>
Expense				
Association fees	0.00	0.00	0.00	0.0%
Bank charges	15.00	0.00	15.00	100.0%
Distribution to Counties	0.00	0.00	0.00	0.0%
Hunting lease expense	0.00	4,500.00	-4,500.00	0.0%
Insurance expense	10,161.00	6,100.00	4,061.00	166.57%
Marketing expense	0.00	25,000.00	-25,000.00	0.0%
Meeting expense	0.00	3,000.00	-3,000.00	0.0%
Reimb NCIDA & DAWC	1,260,792.00	0.00	1,260,792.00	100.0%
Miscellaneous expense	785.94	2,500.00	-1,714.06	31.44%
Owners Assoc fees	87.30	2,000.00	-1,912.70	4.37%
Professional				
Accounting expense	34,440.00	35,000.00	-560.00	98.4%
Audit expense	11,032.00	12,000.00	-968.00	91.93%
Consulting	180.00	0.00	180.00	100.0%
Engineering expense				
Engineering exp	877.50	25,000.00	-24,122.50	3.51%
Total Engineering expense	<u>877.50</u>	<u>25,000.00</u>	<u>-24,122.50</u>	<u>3.51%</u>
Legal expense	54,195.00	75,000.00	-20,805.00	72.26%
Litigation expense	1,093,739.97	2,000,000.00	-906,260.03	54.69%
Total Professional	<u>1,194,464.47</u>	<u>2,147,000.00</u>	<u>-952,535.53</u>	<u>55.63%</u>

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Property taxes	77,612.90	0.00	77,612.90	100.0%
Reimbursement to S.C.	0.00	0.00	0.00	0.0%
Training	0.00	2,400.00	-2,400.00	0.0%
Utilities	1,132.85	1,200.00	-67.15	94.4%
Debt Service				
02 GEFA Principal	33,230.06	33,230.00	0.06	100.0%
02 GEFA Interest expense	777.67	780.00	-2.33	99.7%
Total Debt Service	34,007.73	34,010.00	-2.27	99.99%
Total Expense	2,579,059.19	2,227,710.00	351,349.19	115.77%
Net Ordinary Income	44,600,053.04	127,599,396.00	-82,999,342.96	34.95%
Other Income/Expense				
Other Income				
Interest income				
Interest income - banks	80,270.76	1,000.00	79,270.76	8,027.08%
Interest income - NCWSA debt	11,425.13	11,426.00	-0.87	99.99%
Interest income - Other	0.00	0.00	0.00	0.0%
Total Interest income	91,695.89	12,426.00	79,269.89	737.94%
Total Other Income	91,695.89	12,426.00	79,269.89	737.94%
Other Expense				
Capital Outlay				
Engineering - General Consult	0.00	0.00	0.00	0.0%
Land purchase				
North Stanton Springs	34,037,386.08	0.00	34,037,386.08	100.0%
Land acquisition cost	-120,000.00	1,400,000.00	-1,520,000.00	-8.57%
Total Land purchase	33,917,386.08	1,400,000.00	32,517,386.08	2,422.67%
Stanton Springs North				
Stanton Sp North - Engineering	0.00	0.00	0.00	0.0%
Stanton Sp North - Construction	24,660,365.90	7,000,000.00	17,660,365.90	352.29%
Rivian - Expenses	401,624.04	114,557,760.00	-114,156,135.96	0.35%
Rivian - Reimbursable Expenses	4,015,125.15	0.00	4,015,125.15	100.0%
Rivian - State Reimbursements	16,011,234.36			
Total Stanton Springs North	45,088,349.45	121,557,760.00	-76,469,410.55	37.09%
Total Capital Outlay	79,005,735.53	122,957,760.00	-43,952,024.47	64.25%
Total Other Expense	79,005,735.53	122,957,760.00	-43,952,024.47	64.25%
Net Other Income	-78,914,039.64	-122,945,334.00	44,031,294.36	64.19%
Net Income	-34,313,986.60	4,654,062.00	-38,968,048.60	-737.29%

Joint Dev. Auth of Jasper, Morgan, Newton & Walton Counties

General Ledger

As of May 31, 2023

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Checking - Truist									86,552.69
Check	07/06/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		67.09	86,485.60
Check	07/06/2022	ACH		Snapping Shoals	acct 7283669	Utilities		24.89	86,460.71
Check	07/13/2022	Draft		GEFA	Qtrly GEFA drafted payment	-SPLIT-		11,336.70	75,124.01
Bill Pmt -Check	07/25/2022	1067a		Andrea P. Gray, LLC		Accounts Payable		1,830.00	73,294.01
Check	07/25/2022	1067b		Andrea P. Gray, LLC	Inv #79	Legal expense		1,695.00	71,599.01
Check	08/03/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	71,569.05
Check	08/03/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		68.05	71,501.00
Check	08/23/2022	1068		Andrea P. Gray, LLC	Inv 80	Legal expense		3,015.00	68,486.00
Deposit	08/24/2022	Deposit		Social Circle	Pymt due back after payoff in May 22	Social Circle - Inter Govt	906.94		69,392.94
Check	09/01/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	69,362.98
Check	09/01/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		68.28	69,294.70
Check	09/27/2022	1069		Andrea P. Gray, LLC	Inv 81	Legal expense		6,105.00	63,189.70
Check	10/04/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	63,159.74
Check	10/04/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		65.97	63,093.77
Check	10/11/2022	ACH		GEFA	Qtrly GEFA drafted payment	-SPLIT-		11,336.70	51,757.07
Deposit	10/20/2022	Deposit		Newton Co W & S	Qtr deposit	NCWSA - Inter Govt	10,429.76		62,186.83
Check	10/25/2022	1071		Social Circle	Reimbursement of add'l GEFA pymt made even after notification to end	Social Circle - Inter Govt		906.94	61,279.89
Check	10/26/2022	1070		Andrea P. Gray, LLC	Inv 82	Legal expense		6,975.00	54,304.89
Check	11/01/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	54,274.93
Check	11/01/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		66.30	54,208.63
Check	11/22/2022	1072		Andrea P. Gray, LLC	Inv 83	Legal expense		5,745.00	48,463.63
Check	12/01/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	48,433.67
Check	12/01/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		64.90	48,368.77
Check	12/20/2022	1073		Andrea P. Gray, LLC		Legal expense		7,215.00	41,153.77
Deposit	12/20/2022	Deposit		Newton Co W & S	Qtr deposit	NCWSA - Inter Govt	10,429.76		51,583.53
Check	01/03/2023	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	51,553.57
Check	01/03/2023	ACH		Snapping Shoals	Acct 4283727	Utilities		63.93	51,489.64
Check	01/10/2023	ACH		GEFA	Final pymt	-SPLIT-		11,334.33	40,155.31
Check	01/24/2023	1074		Andrea P. Gray, LLC	Inv 85	Legal expense		7,320.00	32,835.31
Check	01/24/2023	1075		Jerry Silvio	Reimbursement	Miscellaneous expense		785.94	32,049.37
Check	02/01/2023	AC		Snapping Shoals	Acct 4283669	Utilities		29.96	32,019.41
Check	02/01/2023	ACH		Snapping Shoals	Acct 4283727	Utilities		62.83	31,956.58
Check	02/28/2023	1076		Andrea P. Gray, LLC	Inv 86	Legal expense		8,565.00	23,391.58
Check	02/28/2023	1077		Allen Smith Consulting Inc	Inv Takeda contact	Consulting		180.00	23,211.58
Check	03/07/2023	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	23,181.62
Check	03/07/2023	ACH		Snapping Shoals	Acct 4283727	Utilities		62.23	23,119.39
Check	03/28/2023	1078		Andrea P. Gray, LLC	Inv 87	Legal expense		7,560.00	15,559.39
Check	04/04/2023	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	15,529.43
Check	04/04/2023	ACH		Snapping Shoals	Acct 4283727	Utilities		62.54	15,466.89
Deposit	04/20/2023	Trnsf		Bank of Madison	Transfer from Cap Proj Ck to Truist Operating	Bk of Madison-Cap Proj-Checking	50,000.00		65,466.89
Check	04/25/2023	1079		Andrea P. Gray, LLC	Inv 88	Litigation expense		8,730.00	56,736.89
Check	05/02/2023	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	56,706.93
Check	05/02/2023	ACH		Snapping Shoals	Acct 4283727	Utilities		62.63	56,644.30
Check	05/22/2023	1080		Andrea P. Gray, LLC	Inv 89 General representation	Litigation expense		8,386.25	48,258.05
Check	05/22/2023	Draft		Truist	May 23 Svc chg	Bank charges		15.00	48,243.05
Total Checking - Truist							71,766.46	110,076.10	48,243.05
Bk of Madison-MMA									2,726,652.52
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Interest income - banks	762.07		2,727,414.59

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Interest income - banks	1,390.20		2,728,804.79
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Interest income - banks	1,888.37		2,730,693.16
Deposit	10/31/2022	Deposit		Bank of Madison	Octobe interest	Interest income - banks	2,061.87		2,732,755.03
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Interest income - banks	2,246.99		2,735,002.02
Deposit	12/31/2022	Deposit		Bank of Madison	December interest	Interest income - banks	2,680.07		2,737,682.09
Deposit	01/31/2023	Deposit		Bank of Madison	Jan Interest	Interest income - banks	3,245.82		2,740,927.91
Deposit	02/28/2023	Deposit		Bank of Madison	Feb interest	Interest income - banks	3,681.98		2,744,609.89
Deposit	03/31/2023	Deposit		Bank of Madison	March interest	Interest income - banks	5,212.01		2,749,821.90
Deposit	04/30/2023	Deposit		Bank of Madison	April interest	Interest income - banks	6,788.47		2,756,610.37
Deposit	05/31/2023	Deposit		Bank of Madison	May interest	Interest income - banks	7,032.36		2,763,642.73
Total Bk of Madison-MMA							36,990.21	0.00	2,763,642.73
Bk of Madison-Cap Proj-Checking									554,489.89
Deposit	07/08/2022	Deposit		Callaway Title Escrow, LLC	Option pymnt returned at closing	Land acquisition cost	100,000.00		654,489.89
Bill Pmt -Check	07/26/2022	1193		Thomas & Hutton		Accounts Payable		32,515.24	621,974.65
Bill Pmt -Check	07/26/2022	1195		Thomas & Hutton	May 29 - June 25, 2022	Accounts Payable		29,992.50	591,982.15
Check	07/26/2022	1192		Allen Smith Consulting Inc	Inv 13228 EDGE grant admin	Rivian - Expenses		180.00	591,802.15
Check	07/26/2022	1194		Cornerstone Government Affairs, Inc.	Inv 072022 Monthly services	Rivian - Expenses		20,000.00	571,802.15
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Interest income - banks	67.20		571,869.35
Deposit	08/04/2022	Deposit		Callaway Title Escrow, LLC	Option payment returned at closing	Land acquisition cost	10,000.00		581,869.35
Deposit	08/11/2022	Transfer		Bank of Madison	Transfer of REBA fds after rec'd from state	Bk of Madison-JMNW REBA #1	242,068.74		823,938.09
Deposit	08/11/2022	Deposit		Callaway Title Escrow, LLC	Option payment returned at closing	Land acquisition cost	10,000.00		833,938.09
Check	08/23/2022	1196		Allen Smith Consulting Inc	Inv #13227	Rivian - Expenses		2,000.00	831,938.09
Check	08/23/2022	1197		Allen Smith Consulting Inc	Inv #13237	Rivian - Expenses		2,200.00	829,738.09
Check	08/23/2022	1198		Thomas & Hutton	Inv #0225151 Project Adventure	-SPLIT-		55,064.94	774,673.15
Check	08/23/2022	1199		Thomas & Hutton	Inv #0225373 ALTA survey	Rivian - Expenses		9,135.00	765,538.15
Check	08/23/2022	1200		Cornerstone Government Affairs, Inc.	Inv 082022 Monthly services	Rivian - Expenses		20,000.00	745,538.15
Deposit	08/23/2022	Deposit		Sandra Latimer	Refund from closing difference	North Stanton Springs	2.34		745,540.49
Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Interest income - banks	127.92		745,668.41
Check	09/19/2022	Transfer		Bank of Madison	Transfer to JNMW disbursement acct from cap proj ck	Bk of Madison-JMNW Disbursment		169,519.42	576,148.99
Check	09/27/2022	1201		Thomas & Hutton	Inv #0223345 ALTA survey	Rivian - Reimbursable Expenses		17,266.35	558,882.64
Check	09/27/2022	1202		Thomas & Hutton	Inv #0226607 ALTA survey dated July 7	Rivian - Reimbursable Expenses		13,180.00	545,702.64
Check	09/27/2022	1203		Thomas & Hutton	Inv #0226671 Project adventure reimbursed	-SPLIT-		54,462.49	491,240.15
Check	09/27/2022	1204		Cornerstone Government Affairs, Inc.	Inv 092022 Monthly services	Rivian - Expenses		20,000.00	471,240.15
Check	09/27/2022	1205		Treadwell, Tamplin & Co, CPA	Inv 182997 yearly services	Accounting expense		34,440.00	436,800.15
Check	09/27/2022	1206		Allen Smith Consulting Inc	Inv 13263 REBA Project Adventure admin	Rivian - Expenses		1,800.00	435,000.15
Check	09/27/2022	1207		Newton Co Economic Development Auth	Commission for sale of land - Rivian	Reimb NCIDA & DAWC		630,396.00	-195,395.85
Check	09/27/2022	1208		Development Authority of Walton Co	Commission for sale of land - Rivian	Reimb NCIDA & DAWC		630,396.00	-825,791.85
Deposit	09/27/2022	Transfer		Bank of Madison	Transfer from Cap Proj MMA to Ck	Bk of Madison-Cap Proj-MMA	1,500,000.00		674,208.15
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Interest income - banks	145.96		674,354.11
Check	10/25/2022	1209		Allen Smith Consulting Inc	Inv 13284	Rivian - Expenses		2,000.00	672,354.11
Check	10/25/2022	1210		Cornerstone Government Affairs, Inc.	Inv 102022 Monthly servicves	Rivian - Expenses		20,000.00	652,354.11
Check	10/25/2022	1211		Thomas & Hutton	Inv #0227531 Proj Adv ALTA Survey	Rivian - Reimbursable Expenses		12,666.40	639,687.71
Check	10/25/2022	1212		Thomas & Hutton	Inv # 0228335 Proj Adventure reimbursed	-SPLIT-		148,031.36	491,656.35
Check	10/25/2022	Transfer		Bank of Madison	Transfer small closing amt back to Disbursement acct	Bk of Madison-JMNW Disbursment		2.34	491,654.01
Deposit	10/31/2022	Deposit		Bank of Madison	October interest	Interest income - banks	130.57		491,784.58
Check	11/22/2022	1213		Thomas & Hutton	Inv #0229809 General Consulting	-SPLIT-		52,069.55	439,715.03

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	11/22/2022	1214		Thomas & Hutton	Inv #0228954 ALTA survey	Rivian - Reimbursable Expenses		34,126.25	405,588.78
Check	11/22/2022	1215		Thomas & Hutton	Inv #0229810 Rivian	Rivian - Reimbursable Expenses		125,379.69	280,209.09
Check	11/22/2022	1216		Cornerstone Government Affairs, Inc.	Inv 112022 Monthly services	Rivian - Expenses		10,000.00	270,209.09
Check	11/22/2022	1217		Precision Planning Inc	Inv 68483 Map revisions	Engineering exp		877.50	269,331.59
Check	11/22/2022	1218		Andrea P. Gray, LLC	Inv #6 Reimb Project Exp	Litigation expense		8,650.00	260,681.59
Check	11/22/2022	1219		Andrea P. Gray, LLC	Inv #1 Rivian Zoning	Litigation expense		11,310.00	249,371.59
Check	11/22/2022	1220		Andrea P. Gray, LLC	Inv #2 Project Adventure Bonds	Litigation expense		4,110.00	245,261.59
Check	11/22/2022	1221		Andrea P. Gray, LLC	Inv #1 Rivian Bond Validation Appeal	Litigation expense		1,200.00	244,061.59
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Interest income - banks	98.70		244,160.29
Deposit	12/13/2022	Transfer		Bank of Madison	Reimbursement from Grant	Bk of Madison-JMNB REBA #1	130,418.53		374,578.82
Check	12/20/2022	1222		Thomas & Hutton		Rivian - Reimbursable Expenses		29,777.32	344,801.50
Check	12/20/2022	1223		Allen Smith Consulting Inc		Rivian - Expenses		1,000.00	343,801.50
Check	12/20/2022	1224		Cornerstone Government Affairs, Inc.		Rivian - Expenses		10,000.00	333,801.50
Check	12/20/2022	1225		Holland & Knight LLP	Inv 33003985	Litigation expense		27,593.45	306,208.05
Check	12/20/2022	1226		Holland & Knight LLP	Inv 33029690	Litigation expense		155,378.92	150,829.13
Check	12/20/2022	1227		Smith Gambrell & Russell LLP	Inv 1092097	Litigation expense		39,290.86	111,538.27
Check	12/20/2022	1228		Smith Gambrell & Russell LLP	Inv 1092099	Litigation expense		120,705.61	-9,167.34
Check	12/20/2022	1229		Smith Gambrell & Russell LLP	Inv 1092098	Litigation expense		189,765.95	-198,933.29
Deposit	12/20/2022	Transfer		Bank of Madison	Transfer funds	Bk of Madison-Cap Proj-MMA	500,000.00		301,066.71
Check	12/20/2022	1230		Thomas & Hutton	Inv 0231073 ALTA survey	Rivian - Reimbursable Expenses		2,565.00	298,501.71
Check	12/20/2022	1231		Thomas & Hutton	Inv 0231072	Rivian - Reimbursable Expenses		1,990.00	296,511.71
Check	12/20/2022	1232		Thomas & Hutton	Inv 0231074	-SPLIT-		136,397.85	160,113.86
Deposit	12/31/2022	Deposit		Bank of Madison	Dec interest	Interest income - banks	58.44		160,172.30
Deposit	01/19/2023				Deposit	Undeposited Funds	2,735,897.66		2,896,069.96
Deposit	01/20/2023	Trnsf		Bank of Madison	Transfer from REBA grants funds to reimburse JDA expenses	Bk of Madison-JMNB REBA #1	518,067.81		3,414,137.77
Check	01/20/2023	Wire		Georgia-Alabama Land Trust Inc	Mitigation credits purchased	Rivian - Reimbursable Expenses		2,920,000.00	494,137.77
Check	01/24/2023	1233		Cornerstone Government Affairs, Inc.		Rivian - Expenses		10,000.00	484,137.77
Check	01/24/2023	1234		Stanton Springs	Annual invoice for Property Owners Assoc	Owners Assoc fees		87.30	484,050.47
Check	01/24/2023	1235		Thomas & Hutton	Inv 0233052 ALTA survey	Rivian - Reimbursable Expenses		1,910.00	482,140.47
Check	01/24/2023	1236		Thomas & Hutton	Inv 0232770 Project Adventure	Rivian - Reimbursable Expenses		45,381.48	436,758.99
Check	01/24/2023	1237		Allen Smith Consulting Inc	Inv 13370 Grant adminb	Rivian - Expenses		600.00	436,158.99
Check	01/24/2023	1238		McNair, McLemore, Middlebrooks & Co	Inv 111594	Audit expense		11,032.00	425,126.99
Check	01/24/2023	1239		Andrea P. Gray, LLC	Inv 1 Stream Buffer Variance	Litigation expense		1,005.00	424,121.99
Check	01/24/2023	1240		Andrea P. Gray, LLC	Inv 2 Rivian Zoning Litigation	Litigation expense		4,125.00	419,996.99
Check	01/24/2023	1241		Andrea P. Gray, LLC	Inv 86 Rivian Bond Validation Appeal	Litigation expense		2,280.00	417,716.99
Check	01/24/2023	1242		Andrea P. Gray, LLC	Inv 7 Reimbursable Project Expenses	Litigation expense		3,060.00	414,656.99
Check	01/24/2023	1243		Smith Gambrell & Russell LLP	Inv 1095517 Bond Validation appeal	Litigation expense		52,810.20	361,846.79
Check	01/24/2023	1244		Smith Gambrell & Russell LLP	Inv 1095518 Zoning Litigation	Litigation expense		23,031.50	338,815.29
Check	01/24/2023	1245		Smith Gambrell & Russell LLP	Inv 1097060 Bond financing matters	Litigation expense		1,051.64	337,763.65
Deposit	01/31/2023	Dep		Bank of Madison	Jan interest	Interest income - banks	99.93		337,863.58
Deposit	02/02/2023	Wire		First American Title	First Amer Title Insurance ??	Miscellaneous income	2,500.00		340,363.58
Deposit	02/21/2023	Trnsfr		Bank of Madison	Transfer	Bk of Madison-JMNB REBA #1	18,408.44		358,772.02
Check	02/28/2023	1246		Allen Smith Consulting Inc	Inv 13307 Grant Admin	Rivian - Expenses		1,000.00	357,772.02
Check	02/28/2023	1247		Allen Smith Consulting Inc	Inv 13409	Rivian - Expenses		1,350.00	356,422.02
Check	02/28/2023	1248		Allen Smith Consulting Inc	Inv 13410	Rivian - Expenses		700.00	355,722.02
Check	02/28/2023	1249		Cornerstone Government Affairs, Inc.	Inc JDA-022023	Rivian - Expenses		10,000.00	345,722.02
Check	02/28/2023	1250		Andrea P. Gray, LLC	Inv 8 REimburseable Project expenses	Litigation expense		615.00	345,107.02

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	02/28/2023	1251		Andrea P. Gray, LLC	Inv 2 Rivian Zoning Litigation	Litigation expense		1,335.00	343,772.02
Check	02/28/2023	1252		Andrea P. Gray, LLC	Inv 89 Rivian Bond Validation Appeal	Litigation expense		1,515.00	342,257.02
Check	02/28/2023	1253		Andrea P. Gray, LLC	Inv 2 Stream Buffer Variance	Litigation expense		6,045.00	336,212.02
Check	02/28/2023	1254		Smith Gambrell & Russell LLP	Jan 23	Litigation expense		57,182.92	279,029.10
Check	02/28/2023	1255		Holland & Knight LLP	Dec-22 thru Feb 23	Litigation expense		122,655.91	156,373.19
Check	02/28/2023	1256		Thomas & Hutton	Inv 0232797 Rivian Special Inspection	Rivian - Expenses		18,408.44	137,964.75
Check	02/28/2023	1257		Thomas & Hutton	Inv 0233899 Rivian Special Inspection	Rivian - Expenses		27,800.19	110,164.56
Deposit	02/28/2023	Deposit		Bank of Madison	Feb interest	Interest income - banks	94.55		110,259.11
Deposit	03/01/2023	Transfer		Bank of Madison	Transfer of funds	Bk of Madison-Cap Proj-MMA	300,000.00		410,259.11
Deposit	03/09/2023	Deposit		First American Title	Deposit	Reimbursement of costs	65.50		410,324.61
Check	03/28/2023	1258		Thomas & Hutton	In 0235438 Project Adventure General	Rivian - Reimbursable Expenses		62,601.53	347,723.08
Check	03/28/2023	1259		Thomas & Hutton	Inv 0235474 ALTA survey	Rivian - Reimbursable Expenses		3,936.25	343,786.83
Check	03/28/2023	1260		Allen Smith Consulting Inc	Inv 13450 REBA #1 Grant Admin	Rivian - Expenses		600.00	343,186.83
Check	03/28/2023	1261		Cornerstone Government Affairs, Inc.	Inv JDA-032023	Rivian - Expenses		10,000.00	333,186.83
Check	03/28/2023	1262		Thomas & Hutton	Inv 0235446 Rivian Speical Inspection & mat'l testing	Rivian - Expenses		19,173.06	314,013.77
Check	03/28/2023	1263		Andrea P. Gray, LLC	Inv 3 Stream Buffer Variance	Litigation expense		720.00	313,293.77
Check	03/28/2023	1264		Andrea P. Gray, LLC	Inv 3 Rivian Zoning Litigation	Litigation expense		1,755.00	311,538.77
Check	03/28/2023	1265		Andrea P. Gray, LLC	Inv 9 Reimburse	Litigation expense		315.00	311,223.77
Check	03/28/2023	1266		Smith Gambrell & Russell LLP	Inv 114283 Stream Buffer	Litigation expense		30,841.00	280,382.77
Check	03/28/2023	1267		Smith Gambrell & Russell LLP	Inv 1104281 Zoning litigation	Litigation expense		26,740.20	253,642.57
Check	03/28/2023	1268		Smith Gambrell & Russell LLP	Inv 1104280 Bond Validation	Litigation expense		31,379.20	222,263.37
Check	03/28/2023	1269		Holland & Knight LLP	Inv 33080221 Zoning litigation	Litigation expense		4,400.00	217,863.37
Check	03/28/2023	1270		Holland & Knight LLP	Inv 33080220 Rivian Bond	Litigation expense		6,513.00	211,350.37
Deposit	03/29/2023	Transfer		Bank of Madison	Transfer for reimbursment of funds	Bk of Madison-JMNW REBA #1	166,763.05		378,113.42
Check	03/29/2023	ACH		Georgia-Alabama Land Trust Inc	Mitigation credit purchase	Rivian - Reimbursable Expenses		40,000.00	338,113.42
Deposit	03/31/2023	Deposit		Bank of Madison	March Interest	Interest income - banks	142.88		338,256.30
Deposit	04/10/2023	Trnsf		Bank of Madison	Transfer from Disbursement to Cap Proj reimb for pd items	Bk of Madison-JMNW Disbursment	315.00		338,571.30
Deposit	04/10/2023	Trnsf		Bank of Madison	Transfer Disbursement to Cap Proj reimbfor pd items	Bk of Madison-JMNW Disbursment	9,265.00		347,836.30
Deposit	04/12/2023				Deposit GDOT	Undeposited Funds	40,000.00		387,836.30
Deposit	04/20/2023	Trnsf		Bank of Madison	Transfer from Cap Proj Ck to Truist Operating	Checking - Truist		50,000.00	337,836.30
Deposit	04/20/2023	Trnsf		Bank of Madison	Transfer from REBA 1 to reimb items pd	Bk of Madison-JMNW REBA #1	66,464.54		404,300.84
Check	04/25/2023	1271		Cornerstone Government Affairs, Inc.	JDA 042023	Rivian - Expenses		10,000.00	394,300.84
Check	04/25/2023	1272		Allen Smith Consulting Inc	Inv 13481	Rivian - Expenses		1,100.00	393,200.84
Check	04/25/2023	1273		Thomas & Hutton	Inv 0237431 Project Adventure	Rivian - Reimbursable Expenses		74,137.66	319,063.18
Check	04/25/2023	1274		Thomas & Hutton	Inv 0236731 ALTA Survey	Rivian - Reimbursable Expenses		7,087.50	311,975.68
Check	04/25/2023	1275		Thomas & Hutton	Inv 0233900 Project Adventure	Rivian - Reimbursable Expenses		111,260.98	200,714.70
Deposit	04/25/2023	Deposit		Newton Co W & S	Deposit	-SPLIT-	392,262.63		592,977.33
Deposit	04/30/2023	Deposit		Bank of Madison	April interest income	Interest income - banks	156.71		593,134.04
Deposit	05/12/2023	Trsnfr		Bank of Madison	Transfer from REBA 1 to Cap Proj	Bk of Madison-JMNW REBA #1	288,900.80		882,034.84
Check	05/23/2023	1276		Thomas & Hutton	Inv 02391863 Project Adventure	Rivian - Reimbursable Expenses		67,335.38	814,699.46
Check	05/23/2023	1277		Thomas & Hutton	Inv 0239328 ALTA survey	Rivian - Reimbursable Expenses		10,640.00	804,059.46
Check	05/23/2023	1278		Allen Smith Consulting Inc	Inv 13515	Rivian - Expenses		2,000.00	802,059.46
Check	05/23/2023	1279		Cornerstone Government Affairs, Inc.	Inv JDA052023	Rivian - Expenses		10,000.00	792,059.46
Check	05/23/2023	1280		Andrea P. Gray, LLC	VOID:	Litigation expense	0.00		792,059.46
Check	05/23/2023	1281		Andrea P. Gray, LLC	Inv 90 Bond Validation	-SPLIT-		9,478.70	782,580.76
Check	05/23/2023	1282		Smith Gambrell & Russell LLP		-SPLIT-		66,536.06	716,044.70
Check	05/23/2023	1283		Holland & Knight LLP		-SPLIT-		6,499.00	709,545.70

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	05/31/2023	dep		Bank of Madison	May interest	Interest income - banks	248.41		709,794.11
Total Bk of Madison-Cap Proj-Checking							7,032,771.31	6,877,467.09	709,794.11
Bk of Madison-Cap Proj-MMA									3,656,870.04
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Interest income - banks	1,022.06		3,657,892.10
Deposit	08/10/2022	Transfer		Bank of Madison	Transfer from REBA 1 after rec'd fds from state	Bk of Madison-JMNW REBA #1	2,830,480.58		6,488,372.68
Check	08/11/2022	Wire		Callaway Title Escrow, LLC	Wire to for land acquisition	North Stanton Springs		2,830,480.58	3,657,892.10
Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Interest income - banks	1,817.94		3,659,710.04
Deposit	09/27/2022	Transfer		Bank of Madison	Transfer from Cap Proj MMA to Ck	Bk of Madison-Cap Proj-Checking		1,500,000.00	2,159,710.04
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Interest income - banks	2,392.83		2,162,102.87
Deposit	10/31/2022	Deposit		Bank of Madison	October interest	Interest income - banks	1,632.54		2,163,735.41
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Interest income - banks	1,779.12		2,165,514.53
Deposit	12/20/2022	Transfer		Bank of Madison	Transfer funds	Bk of Madison-Cap Proj-Checking		500,000.00	1,665,514.53
Deposit	12/31/2022	Deposit		Bank of Madison	December interest	Interest income - banks	2,036.40		1,667,550.93
Deposit	01/31/2023	Deposit		Bank of Madison	January interest	Interest income - banks	1,977.07		1,669,528.00
Deposit	02/28/2023	Deposit		Bank of Madison	February interest	Interest income - banks	2,242.74		1,671,770.74
Deposit	03/01/2023	Transfer		Bank of Madison	Transfer of funds	Bk of Madison-Cap Proj-Checking		300,000.00	1,371,770.74
Deposit	03/31/2023	Deposit		Bank of Madison	March interest	Interest income - banks	2,604.99		1,374,375.73
Deposit	04/25/2023				Deposit	Undeposited Funds	2,000,000.00		3,374,375.73
Deposit	04/30/2023	Deposit		Bank of Madison	April interest	Interest income - banks	4,379.42		3,378,755.15
Deposit	05/31/2023	Deposit			May interest	Interest income - banks	8,619.51		3,387,374.66
Total Bk of Madison-Cap Proj-MMA							4,860,985.20	5,130,480.58	3,387,374.66
Bk of Madison-JMNW Disbursement									31,276,123.85
Check	07/08/2022	Wire		WSG Land, LLC	Purchase of approx 272.50ac 2058 Darel Dr Walton Co	North Stanton Springs		18,313,356.49	12,962,767.36
Check	08/04/2022	Wire		Sara Tuell, Thomas Verner, William Verner	Purchase of approx 486.356ac Morgan Co	North Stanton Springs		12,819,566.13	143,201.23
Check	09/02/2022	Wire		Callaway Title Escrow, LLC	Purchase land?	North Stanton Springs		74,000.00	69,201.23
Check	09/19/2022	Transfer		Bank of Madison	Transfer to JNMW disbursement acct from cap proj ck	Bk of Madison-Cap Proj-Checking	169,519.42		238,720.65
Deposit	09/28/2022	Deposit		Callaway Title Escrow, LLC	Return of overage on closing - Jerry Felton Gowden	North Stanton Springs	6.43		238,727.08
Deposit	09/28/2022	Deposit		Callaway Title Escrow, LLC	Return of overage on closing - Tonia Paramore	North Stanton Springs	8.35		238,735.43
Check	10/25/2022	Transfer		Bank of Madison	Transfer small closing amt back to Disbursement acct	Bk of Madison-Cap Proj-Checking	2.34		238,737.77
Check	10/31/2022	1100		Morgan County Tax Commissioner	Prop tax pymt for N Stanton Springs property	Property taxes		25,145.29	213,592.48
Check	11/07/2022	1102		Social Circle	Prop tax pymt for N Stanton Springs property	Property taxes		17,473.61	196,118.87
Check	01/25/2023	1101		Walton County Tax Commissioner	Prop tax pymt for N Stanton Springs property	Property taxes		34,994.00	161,124.87
Deposit	04/10/2023	Trnsf		Bank of Madison	Transfer from Disbursement to Cap Proj reimb for pd items	Bk of Madison-Cap Proj-Checking		315.00	160,809.87
Deposit	04/10/2023	Trnsf		Bank of Madison	Transfer Disbursement to Cap Proj reimbfor pd items	Bk of Madison-Cap Proj-Checking		9,265.00	151,544.87
Total Bk of Madison-JMNW Disbursement							169,536.54	31,294,115.52	151,544.87
Bk of Madison-JMNW REBA #1									0.00
Deposit	08/10/2022	Transfer		Bank of Madison	Transfer from REBA 1 after rec'd fds from state	Bk of Madison-Cap Proj-MMA		2,830,480.58	-2,830,480.58
Deposit	08/10/2022	Deposit		Georgia Housing and Fin Authority	DD #4 for reimbursement of JDA expenses	2022 REBA Grant	3,072,549.32		242,068.74
Deposit	08/11/2022	Transfer		Bank of Madison	Transfer of REBA fds after rec'd from state	Bk of Madison-Cap Proj-Checking		242,068.74	0.00
Deposit	11/15/2022	Deposit		Georgia Housing and Fin Authority	DD #5 for reimbursement of JDA expenses	2022 REBA Grant	3,836,673.00		3,836,673.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #1	Stanton Sp North - Construction		1,500,000.00	2,336,673.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #2	Stanton Sp North - Construction		1,500,000.00	836,673.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #3	Stanton Sp North - Construction		836,673.00	0.00
Deposit	12/06/2022	Deposit		Georgia Housing and Fin Authority	DD #6 for reimbursement of JDA expenses	2022 REBA Grant	130,418.53		130,418.53

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	12/13/2022	Transfer		Bank of Madison	Reimbursement from Grant	Bk of Madison-Cap Proj-Checking		130,418.53	0.00
Deposit	12/15/2022	Deposit		Georgia Housing and Fin Authority	DD #7 for payment of Plateau invoices	2022 REBA Grant	3,220,310.50		3,220,310.50
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #1 grading work	Stanton Sp North - Construction		1,500,000.00	1,720,310.50
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #2 grading work	Stanton Sp North - Construction		1,500,000.00	220,310.50
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #3 grading work	Stanton Sp North - Construction		220,310.50	0.00
Deposit	01/11/2023	Wire		Georgia Housing and Fin Authority	DD#8 for payment o Plateau, mitigation credits and reimburse JDA	2022 REBA Grant	18,968,040.94		18,968,040.94
Check	01/13/2023	Wire		Plateau Excavation Inc	App #3 Wire Site work	Stanton Sp North - Construction		2,438,738.77	16,529,302.17
Check	01/13/2023	Wire		Wright Brothers Construction Co LLC	REBA grant mitigation credit purchase	Rivian - State Reimbursements		2,553,895.85	13,975,406.32
Check	01/13/2023	Wire		Hard Labor Creek Mitigation LLC	REBA grant mitigation credit purchase	Rivian - State Reimbursements		3,011,764.00	10,963,642.32
Check	01/13/2023	Wire		Savannah River Basin Group LLC	REBA grant mitigation credit purchase	Rivian - State Reimbursements		4,702,670.07	6,260,972.25
Check	01/13/2023	Wire		Little Sandy Creed Mitigation 2 LLC	REBA grant mitigation credit purchase	Rivian - State Reimbursements		5,742,904.44	518,067.81
Deposit	01/20/2023	Trnsf		Bank of Madison	Transfer from REBA grants funds to reimburse JDA expenses	Bk of Madison-Cap Proj-Checking		518,067.81	0.00
Deposit	02/21/2023	Trnsfr		Bank of Madison	Transfer	Bk of Madison-Cap Proj-Checking		18,408.44	-18,408.44
Deposit	02/21/2023	Deposit		Georgia Housing and Fin Authority	DD #9 Plateau and reimburse JDA	2022 REBA Grant	3,632,926.93		3,614,518.49
Check	02/21/2023	Wire		Plateau Excavation Inc	App # 4 Wire	Stanton Sp North - Construction		3,614,518.49	0.00
Deposit	03/29/2023	Transfer		Bank of Madison	Transfer for reimbursment of funds	Bk of Madison-Cap Proj-Checking		166,763.05	-166,763.05
Deposit	03/29/2023	Deposit		Georgia Housing and Fin Authority	DD#10 Plateau and reimburse JDA	2022 REBA Grant	2,905,995.24		2,739,232.19
Check	03/29/2023	Wire		Plateau Excavation Inc	App #5 Wire	Stanton Sp North - Construction		2,739,232.19	0.00
Deposit	04/18/2023	Deposit		Georgia Housing and Fin Authority	DD #11 Plateau and Reimb JDA	2022 REBA Grant	3,051,676.93		3,051,676.93
Check	04/18/2023	Wire		Plateau Excavation Inc	App #6 Wire	Stanton Sp North - Construction		2,985,212.39	66,464.54
Deposit	04/20/2023	Trnsf		Bank of Madison	Transfer from REBA 1 to reimb items pd	Bk of Madison-Cap Proj-Checking		66,464.54	0.00
Deposit	05/12/2023	Trnsfr		Bank of Madison	Transfer from REBA 1 to Cap Proj	Bk of Madison-Cap Proj-Checking		288,900.80	-288,900.80
Deposit	05/12/2023	Deposit		Georgia Housing and Fin Authority	DD #12 Plateau & reimburse JDA	2022 REBA Grant	2,924,691.57		2,635,790.77
Check	05/15/2023	Wire		Plateau Excavation Inc	App # 7 wire	Stanton Sp North - Construction		2,635,790.77	0.00
Total Bk of Madison-JMNW REBA #1							41,743,282.96	41,743,282.96	0.00
Bank of Madison-Tax Revenue									0.61
Total Bank of Madison-Tax Revenue									0.61
EDGE Grant Acct									90.25
Total EDGE Grant Acct									90.25
Bond Purchase Acct									1.00
Total Bond Purchase Acct									1.00
Accounts Receivable									0.00
Invoice	12/16/2022	101		Georgia Department of Transportation		Inter Govt - Other	2,735,897.66		2,735,897.66
Payment	01/19/2023			Georgia Department of Transportation		Undeposited Funds		2,735,897.66	0.00
Invoice	01/26/2023	102		Rivian Horizon, LLC		Miscellaneous income	39,290.86		39,290.86
Invoice	03/22/2023	103		Georgia Department of Transportation		Inter Govt - Other	40,000.00		79,290.86
Payment	04/12/2023	266180		Georgia Department of Transportation		Undeposited Funds		40,000.00	39,290.86
Invoice	04/20/2023	104		Morning Hornet		PILOT Payments	2,000,000.00		2,039,290.86
Payment	04/25/2023			Morning Hornet		Undeposited Funds		2,000,000.00	39,290.86
Total Accounts Receivable							4,815,188.52	4,775,897.66	39,290.86
Undeposited Funds									0.00
Payment	01/19/2023			Georgia Department of Transportation		Accounts Receivable	2,735,897.66		2,735,897.66
Deposit	01/19/2023			Georgia Department of Transportation	Deposit	Bk of Madison-Cap Proj-Checking		2,735,897.66	0.00
Payment	04/12/2023	266180		Georgia Department of Transportation		Accounts Receivable	40,000.00		40,000.00

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	04/12/2023	266180		Georgia Department of Transportation	Reimburse for mitigation credits	Bk of Madison-Cap Proj-Checking		40,000.00	0.00
Payment	04/25/2023			Morning Hornet		Accounts Receivable	2,000,000.00		2,000,000.00
Deposit	04/25/2023			Morning Hornet	PILOT pymt	Bk of Madison-Cap Proj-MMA		2,000,000.00	0.00
Total Undeposited Funds							4,775,897.66	4,775,897.66	0.00
Accounts Payable									-64,337.74
Bill Pmt -Check	07/25/2022	1067a		Andrea P. Gray, LLC		Checking - Truist	1,830.00		-62,507.74
Bill Pmt -Check	07/26/2022	1193		Thomas & Hutton		Bk of Madison-Cap Proj-Checking	32,515.24		-29,992.50
Bill Pmt -Check	07/26/2022	1195		Thomas & Hutton	May 29 - June 25, 2022	Bk of Madison-Cap Proj-Checking	29,992.50		0.00
Total Accounts Payable							64,337.74	0.00	0.00
Restricted Fund Balance									0.00
General Journal	07/01/2022	TTC-23-1	√		To reclass Facebook money held for road	Fund Balance		1,500,000.00	-1,500,000.00
Total Restricted Fund Balance							0.00	1,500,000.00	-1,500,000.00
Fund Balance									-38,236,443.11
General Journal	07/01/2022	TTC-23-1	√		To reclass Facebook money held for road	Restricted Fund Balance	1,500,000.00		-36,736,443.11
Total Fund Balance							1,500,000.00	0.00	-36,736,443.11
Intergovernmental Revenue									0.00
Social Circle - Inter Govt									0.00
Deposit	08/24/2022	Deposit		Social Circle	Pymt due back after payoff in May 22	Checking - Truist		906.94	-906.94
Check	10/25/2022	1071		Social Circle	Reimbursement of add'l GEFA pymt made even after notification to end	Checking - Truist	906.94		0.00
Total Social Circle - Inter Govt							906.94	906.94	0.00
NCWSA - Inter Govt									0.00
Deposit	10/20/2022	Deposit		Newton Co W & S	Qtr deposit	Checking - Truist		10,429.76	-10,429.76
Deposit	12/20/2022	Deposit		Newton Co W & S	Qtr deposit	Checking - Truist		10,429.76	-20,859.52
Deposit	04/25/2023	Deposit		Newton Co W & S	Principal portion of annual pymt	Bk of Madison-Cap Proj-Checking		380,837.50	-401,697.02
Total NCWSA - Inter Govt							0.00	401,697.02	-401,697.02
Inter Govt - Other									0.00
Invoice	12/16/2022	101		Georgia Department of Transportation	Purchase of Stream Mitigation Credits for Rivian Frontage Road	Accounts Receivable		2,735,897.66	-2,735,897.66
Invoice	03/22/2023	103		Georgia Department of Transportation	Purchase of Wetland Mitigation Credits for Rivian Frontage Road	Accounts Receivable		40,000.00	-2,775,897.66
Total Inter Govt - Other							0.00	2,775,897.66	-2,775,897.66
Total Intergovernmental Revenue							906.94	3,178,501.62	-3,177,594.68
Land sales									0.00
Reimbursement of costs									0.00
Deposit	03/09/2023	Deposti		First American Title	Deposit	Bk of Madison-Cap Proj-Checking		65.50	-65.50
Total Reimbursement of costs							0.00	65.50	-65.50
Total Land sales							0.00	65.50	-65.50
Grant income									0.00
2022 REBA Grant									0.00
Deposit	08/10/2022	Deposit		Georgia Housing and Fin Authority	DD #4 for reimbursement of JDA expenses	Bk of Madison-JMNW REBA #1		3,072,549.32	-3,072,549.32
Deposit	11/15/2022	Deposit		Georgia Housing and Fin Authority	DD #5 for reimbursement of JDA expenses	Bk of Madison-JMNW REBA #1		3,836,673.00	-6,909,222.32
Deposit	12/06/2022	Deposit		Georgia Housing and Fin Authority	DD #6 for reimbursement of JDA expenses	Bk of Madison-JMNW REBA #1		130,418.53	-7,039,640.85
Deposit	12/15/2022	Deposit		Georgia Housing and Fin Authority	DD #7 for payment of Plateau invoices	Bk of Madison-JMNW REBA #1		3,220,310.50	-10,259,951.35
Deposit	01/11/2023	Wire		Georgia Housing and Fin Authority	DD#8 for payment o Plateau, mitigation credits and reimburse JDA	Bk of Madison-JMNW REBA #1		18,968,040.94	-29,227,992.29
Deposit	02/21/2023	Deposit		Georgia Housing and Fin Authority	DD #9 Plateau and reimburse JDA	Bk of Madison-JMNW REBA #1		3,632,926.93	-32,860,919.22
Deposit	03/29/2023	Deposit		Georgia Housing and Fin Authority	DD#10 Plateau and reimburse JDA	Bk of Madison-JMNW REBA #1		2,905,995.24	-35,766,914.46
Deposit	04/18/2023	Deposit		Georgia Housing and Fin Authority	DD #11 Plateau and Reimb JDA	Bk of Madison-JMNW REBA #1		3,051,676.93	-38,818,591.39

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	05/12/2023	Deposit		Georgia Housing and Fin Authority	DD #12 Plateau & reimburse JDA	Bk of Madison-JMNW REBA #1		2,924,691.57	-41,743,282.96
Total 2022 REBA Grant							0.00	41,743,282.96	-41,743,282.96
Total Grant income							0.00	41,743,282.96	-41,743,282.96
PILOT Payments									0.00
Invoice	04/20/2023	104		Morning Hornet	Morning Hornet 2 - PILOT payment	Accounts Receivable		2,000,000.00	-2,000,000.00
Total PILOT Payments							0.00	2,000,000.00	-2,000,000.00
Miscellaneous income									0.00
Invoice	01/26/2023	102		Rivian Horizon, LLC	Reimbursement of legal fees per invoice from Smith, Gambrell & Russell, LLP	Accounts Receivable		39,290.86	-39,290.86
Deposit	02/02/2023	Wire		First American Title	First Amer Title Insurance ??	Bk of Madison-Cap Proj-Checking		2,500.00	-41,790.86
Total Miscellaneous income							0.00	41,790.86	-41,790.86
Bank charges									0.00
Check	05/22/2023	Draft		Truist	May 23 Svc chg	Checking - Truist	15.00		15.00
Total Bank charges							15.00	0.00	15.00
Reimb NCIDA & DAWC									0.00
Check	09/27/2022	1207		Newton Co Economic Development Auth	Commission for sale of land - Rivian	Bk of Madison-Cap Proj-Checking	630,396.00		630,396.00
Check	09/27/2022	1208		Development Authority of Walton Co	Commission for sale of land - Rivian	Bk of Madison-Cap Proj-Checking	630,396.00		1,260,792.00
Total Reimb NCIDA & DAWC							1,260,792.00	0.00	1,260,792.00
Miscellaneous expense									0.00
Check	01/24/2023	1075		Jerry Silvio	Reimbursement	Checking - Truist	785.94		785.94
Total Miscellaneous expense							785.94	0.00	785.94
Owners Assoc fees									0.00
Check	01/24/2023	1234		Stanton Springs	Annual invoice for Property Owners Assoc	Bk of Madison-Cap Proj-Checking	87.30		87.30
Total Owners Assoc fees							87.30	0.00	87.30
Professional Accounting expense									0.00
Check	09/27/2022	1205		Treadwell, Tamplin & Co, CPA	Inv 182997 yearly services	Bk of Madison-Cap Proj-Checking	34,440.00		34,440.00
Total Accounting expense							34,440.00	0.00	34,440.00
Audit expense									0.00
Check	01/24/2023	1238		McNair, McLemore, Middlebrooks & Co	Inv 111594	Bk of Madison-Cap Proj-Checking	11,032.00		11,032.00
Total Audit expense							11,032.00	0.00	11,032.00
Consulting									0.00
Check	02/28/2023	1077		Allen Smith Consulting Inc	Inv Takeda contact	Checking - Truist	180.00		180.00
Total Consulting							180.00	0.00	180.00
Engineering expense									0.00
Engineering exp									0.00
Check	11/22/2022	1217		Precision Planning Inc	Inv 68483 Map revisions	Bk of Madison-Cap Proj-Checking	877.50		877.50
Total Engineering exp							877.50	0.00	877.50
Total Engineering expense							877.50	0.00	877.50
Legal expense									0.00
Check	07/25/2022	1067b		Andrea P. Gray, LLC	Inv #79	Checking - Truist	1,695.00		1,695.00
Check	08/23/2022	1068		Andrea P. Gray, LLC	Inv 80	Checking - Truist	3,015.00		4,710.00
Check	09/27/2022	1069		Andrea P. Gray, LLC	Inv 81	Checking - Truist	6,105.00		10,815.00
Check	10/26/2022	1070		Andrea P. Gray, LLC	Inv 82	Checking - Truist	6,975.00		17,790.00
Check	11/22/2022	1072		Andrea P. Gray, LLC	Inv 83	Checking - Truist	5,745.00		23,535.00
Check	12/20/2022	1073		Andrea P. Gray, LLC		Checking - Truist	7,215.00		30,750.00
Check	01/24/2023	1074		Andrea P. Gray, LLC	Inv 85	Checking - Truist	7,320.00		38,070.00
Check	02/28/2023	1076		Andrea P. Gray, LLC	Inv 86	Checking - Truist	8,565.00		46,635.00
Check	03/28/2023	1078		Andrea P. Gray, LLC	Inv 87	Checking - Truist	7,560.00		54,195.00
Total Legal expense							54,195.00	0.00	54,195.00
Litigation expense									0.00
Check	11/22/2022	1218		Andrea P. Gray, LLC	Inv #6 Reimb Project Exp	Bk of Madison-Cap Proj-Checking	8,650.00		8,650.00

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	11/22/2022	1219		Andrea P. Gray, LLC	Inv #1 Rivian Zoning	Bk of Madison-Cap Proj-Checking	11,310.00		19,960.00
Check	11/22/2022	1220		Andrea P. Gray, LLC	Inv #2 Project Adventure Bonds	Bk of Madison-Cap Proj-Checking	4,110.00		24,070.00
Check	11/22/2022	1221		Andrea P. Gray, LLC	Inv #1 Rivian Bond Validation Appeal	Bk of Madison-Cap Proj-Checking	1,200.00		25,270.00
Check	12/20/2022	1225		Holland & Knight LLP	Inv 33003985	Bk of Madison-Cap Proj-Checking	27,593.45		52,863.45
Check	12/20/2022	1226		Holland & Knight LLP	Inv 33029690	Bk of Madison-Cap Proj-Checking	155,378.92		208,242.37
Check	12/20/2022	1227		Smith Gambrell & Russell LLP	Inv 1092097	Bk of Madison-Cap Proj-Checking	39,290.86		247,533.23
Check	12/20/2022	1228		Smith Gambrell & Russell LLP	Inv 1092099	Bk of Madison-Cap Proj-Checking	120,705.61		368,238.84
Check	12/20/2022	1229		Smith Gambrell & Russell LLP	Inv 1092098	Bk of Madison-Cap Proj-Checking	189,765.95		558,004.79
Check	01/24/2023	1239		Andrea P. Gray, LLC	Inv 1 Stream Buffer Variance	Bk of Madison-Cap Proj-Checking	1,005.00		559,009.79
Check	01/24/2023	1240		Andrea P. Gray, LLC	Inv 2 Rivian Zoning Litigation	Bk of Madison-Cap Proj-Checking	4,125.00		563,134.79
Check	01/24/2023	1241		Andrea P. Gray, LLC	Inv 86 Rivian Bond Validation Appeal	Bk of Madison-Cap Proj-Checking	2,280.00		565,414.79
Check	01/24/2023	1242		Andrea P. Gray, LLC	Inv 7 Reimbursable Project Expenses	Bk of Madison-Cap Proj-Checking	3,060.00		568,474.79
Check	01/24/2023	1243		Smith Gambrell & Russell LLP	Inv 1095517 Bond Validation appeal	Bk of Madison-Cap Proj-Checking	52,810.20		621,284.99
Check	01/24/2023	1244		Smith Gambrell & Russell LLP	Inv 1095518 Zoning Litigation	Bk of Madison-Cap Proj-Checking	23,031.50		644,316.49
Check	01/24/2023	1245		Smith Gambrell & Russell LLP	Inv 1097060 Bond financing matters	Bk of Madison-Cap Proj-Checking	1,051.64		645,368.13
Check	02/28/2023	1250		Andrea P. Gray, LLC	Inv 8 REimburseable Project expenses	Bk of Madison-Cap Proj-Checking	615.00		645,983.13
Check	02/28/2023	1251		Andrea P. Gray, LLC	Inv 2 Rivian Zoning Litigation	Bk of Madison-Cap Proj-Checking	1,335.00		647,318.13
Check	02/28/2023	1252		Andrea P. Gray, LLC	Inv 89 Rivian Bond Validation Appeal	Bk of Madison-Cap Proj-Checking	1,515.00		648,833.13
Check	02/28/2023	1253		Andrea P. Gray, LLC	Inv 2 Stream Buffer VAriance	Bk of Madison-Cap Proj-Checking	6,045.00		654,878.13
Check	02/28/2023	1254		Smith Gambrell & Russell LLP	Jan 23	Bk of Madison-Cap Proj-Checking	57,182.92		712,061.05
Check	02/28/2023	1255		Holland & Knight LLP	Dec-22 thru Feb 23	Bk of Madison-Cap Proj-Checking	122,655.91		834,716.96
Check	03/28/2023	1263		Andrea P. Gray, LLC	Inv 3 Stream Buffer Variance	Bk of Madison-Cap Proj-Checking	720.00		835,436.96
Check	03/28/2023	1264		Andrea P. Gray, LLC	Inv 3 Rivian Zoning Litigation	Bk of Madison-Cap Proj-Checking	1,755.00		837,191.96
Check	03/28/2023	1265		Andrea P. Gray, LLC	Inv 9 Reimburse	Bk of Madison-Cap Proj-Checking	315.00		837,506.96
Check	03/28/2023	1266		Smith Gambrell & Russell LLP	Inv 114283 Stream Buffer	Bk of Madison-Cap Proj-Checking	30,841.00		868,347.96
Check	03/28/2023	1267		Smith Gambrell & Russell LLP	Inv 1104281 Zoning litigation	Bk of Madison-Cap Proj-Checking	26,740.20		895,088.16
Check	03/28/2023	1268		Smith Gambrell & Russell LLP	Inv 1104280 Bond Validation	Bk of Madison-Cap Proj-Checking	31,379.20		926,467.36
Check	03/28/2023	1269		Holland & Knight LLP	Inv 33080221 Zoning litigation	Bk of Madison-Cap Proj-Checking	4,400.00		930,867.36
Check	03/28/2023	1270		Holland & Knight LLP	Inv 33080220 Rivian Bond	Bk of Madison-Cap Proj-Checking	6,513.00		937,380.36
Check	04/25/2023	1079		Andrea P. Gray, LLC	Inv 88	Checking - Truist	8,730.00		946,110.36
Check	05/22/2023	1080		Andrea P. Gray, LLC	Inv 89 General representation	Checking - Truist	8,386.25		954,496.61
Check	05/23/2023	1280		Andrea P. Gray, LLC	VOID:	Bk of Madison-Cap Proj-Checking	0.00		954,496.61
Check	05/23/2023	1281		Andrea P. Gray, LLC	Inv 90 Bond Validation	Bk of Madison-Cap Proj-Checking	2,280.00		956,776.61
Check	05/23/2023	1281		Andrea P. Gray, LLC	Inv 1 Clean Water lawsuit	Bk of Madison-Cap Proj-Checking	2,505.00		959,281.61
Check	05/23/2023	1281		Andrea P. Gray, LLC	Inv 4 Stream Buffer Challenge	Bk of Madison-Cap Proj-Checking	3,224.70		962,506.31
Check	05/23/2023	1281		Andrea P. Gray, LLC	Inv 4 Zoning litigation	Bk of Madison-Cap Proj-Checking	1,469.00		963,975.31
Check	05/23/2023	1282		Smith Gambrell & Russell LLP	Inv 1115724 Bond Validation	Bk of Madison-Cap Proj-Checking	17,732.80		981,708.11
Check	05/23/2023	1282		Smith Gambrell & Russell LLP	Inv 1115272 Clean Water claim	Bk of Madison-Cap Proj-Checking	7,593.50		989,301.61
Check	05/23/2023	1282		Smith Gambrell & Russell LLP	Inv 1115271 Stream Buffer appeal	Bk of Madison-Cap Proj-Checking	11,190.38		1,000,491.99
Check	05/23/2023	1282		Smith Gambrell & Russell LLP	Inv 1115270 Zoning litigation	Bk of Madison-Cap Proj-Checking	21,609.50		1,022,101.49
Check	05/23/2023	1282		Smith Gambrell & Russell LLP	Inv 1111341 Stream Buffer	Bk of Madison-Cap Proj-Checking	8,409.88		1,030,511.37
Check	05/23/2023	1283		Holland & Knight LLP	Inv 33104481 Bond litigation	Bk of Madison-Cap Proj-Checking	5,711.50		1,036,222.87
Check	05/23/2023	1283		Holland & Knight LLP	Inv 33105928 Stream Buffer challenge	Bk of Madison-Cap Proj-Checking	787.50		1,037,010.37
Total Litigation expense							1,037,010.37	0.00	1,037,010.37
Total Professional							1,137,734.87	0.00	1,137,734.87
Property taxes									0.00
Check	10/31/2022	1100		Morgan County Tax Commissioner	Prop tax pymt for N Stanton Springs property	Bk of Madison-JMNW Disbursement	25,145.29		25,145.29
Check	11/07/2022	1102		Social Circle	Prop tax pymt for N Stanton Springs property	Bk of Madison-JMNW Disbursement	17,473.61		42,618.90

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	01/25/2023	1101		Walton County Tax Commissioner	Prop tax pymt for N Stanton Springs property	Bk of Madison-JMNW Disbursment	34,994.00		77,612.90
Total Property taxes							77,612.90	0.00	77,612.90
Utilities									0.00
Check	07/06/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	67.09		67.09
Check	07/06/2022	ACH		Snapping Shoals	acct 7283669	Checking - Truist	24.89		91.98
Check	08/03/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		121.94
Check	08/03/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	68.05		189.99
Check	09/01/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		219.95
Check	09/01/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	68.28		288.23
Check	10/04/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		318.19
Check	10/04/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	65.97		384.16
Check	11/01/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		414.12
Check	11/01/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	66.30		480.42
Check	12/01/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		510.38
Check	12/01/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	64.90		575.28
Check	01/03/2023	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		605.24
Check	01/03/2023	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	63.93		669.17
Check	02/01/2023	AC		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		699.13
Check	02/01/2023	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	62.83		761.96
Check	03/07/2023	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		791.92
Check	03/07/2023	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	62.23		854.15
Check	04/04/2023	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		884.11
Check	04/04/2023	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	62.54		946.65
Check	05/02/2023	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		976.61
Check	05/02/2023	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	62.63		1,039.24
Total Utilities							1,039.24	0.00	1,039.24
Debt Service									0.00
02 GEFA Principal									0.00
Check	07/13/2022	Draft		GEFA	Qtrly GEFA drafted payment	Checking - Truist	10,951.46		10,951.46
Check	10/11/2022	ACH		GEFA	Qtrly GEFA drafted payment	Checking - Truist	11,075.58		22,027.04
Check	01/10/2023	ACH		GEFA	Final pymt	Checking - Truist	11,203.02		33,230.06
Total 02 GEFA Principal							33,230.06	0.00	33,230.06
02 GEFA Interest expense									0.00
Check	07/13/2022	Draft		GEFA	Qtrly GEFA drafted payment	Checking - Truist	385.24		385.24
Check	10/11/2022	ACH		GEFA	Qtrly GEFA drafted payment	Checking - Truist	261.12		646.36
Check	01/10/2023	ACH		GEFA	Final pymt	Checking - Truist	131.31		777.67
Total 02 GEFA Interest expense							777.67	0.00	777.67
Total Debt Service							34,007.73	0.00	34,007.73
Interest income									0.00
Interest income - banks									0.00
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Bk of Madison-Cap Proj-Checking		67.20	-67.20
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Bk of Madison-Cap Proj-MMA		1,022.06	-1,089.26
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Bk of Madison-MMA		762.07	-1,851.33
Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Bk of Madison-MMA		1,390.20	-3,241.53
Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Bk of Madison-Cap Proj-Checking		127.92	-3,369.45
Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Bk of Madison-Cap Proj-MMA		1,817.94	-5,187.39
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Bk of Madison-MMA		1,888.37	-7,075.76
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Bk of Madison-Cap Proj-Checking		145.96	-7,221.72
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Bk of Madison-Cap Proj-MMA		2,392.83	-9,614.55
Deposit	10/31/2022	Deposit		Bank of Madison	October interest	Bk of Madison-Cap Proj-Checking		130.57	-9,745.12
Deposit	10/31/2022	Deposit		Bank of Madison	October interest	Bk of Madison-Cap Proj-MMA		1,632.54	-11,377.66
Deposit	10/31/2022	Deposit		Bank of Madison	Octobe interest	Bk of Madison-MMA		2,061.87	-13,439.53
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Bk of Madison-MMA		2,246.99	-15,686.52
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Bk of Madison-Cap Proj-Checking		98.70	-15,785.22
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Bk of Madison-Cap Proj-MMA		1,779.12	-17,564.34

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	12/31/2022	Deposit		Bank of Madison	Dec interest	Bk of Madison-Cap Proj-Checking		58.44	-17,622.78
Deposit	12/31/2022	Deposit		Bank of Madison	December interest	Bk of Madison-Cap Proj-MMA		2,036.40	-19,659.18
Deposit	12/31/2022	Deposit		Bank of Madison	December interest	Bk of Madison-MMA		2,680.07	-22,339.25
Deposit	01/31/2023	Deposit		Bank of Madison	Interest	Bk of Madison-MMA		3,245.82	-25,585.07
Deposit	01/31/2023	Dep		Bank of Madison	Jan interest	Bk of Madison-Cap Proj-Checking		99.93	-25,685.00
Deposit	01/31/2023	Deposit		Bank of Madison	January interest	Bk of Madison-Cap Proj-MMA		1,977.07	-27,662.07
Deposit	02/28/2023	Deposit		Bank of Madison	Feb interest	Bk of Madison-Cap Proj-Checking		94.55	-27,756.62
Deposit	02/28/2023	Deposit		Bank of Madison	Feb interest	Bk of Madison-MMA		3,681.98	-31,438.60
Deposit	02/28/2023	Deposti		Bank of Madison	February interest	Bk of Madison-Cap Proj-MMA		2,242.74	-33,681.34
Deposit	03/31/2023	Deposit		Bank of Madison	March Interest	Bk of Madison-Cap Proj-Checking		142.88	-33,824.22
Deposit	03/31/2023	Deposit		Bank of Madison	March interest	Bk of Madison-Cap Proj-MMA		2,604.99	-36,429.21
Deposit	03/31/2023	Deposit		Bank of Madison	March interest	Bk of Madison-MMA		5,212.01	-41,641.22
Deposit	04/30/2023	Deposit		Bank of Madison	April interest	Bk of Madison-MMA		6,788.47	-48,429.69
Deposit	04/30/2023	Deposit		Bank of Madison	April interest income	Bk of Madison-Cap Proj-Checking		156.71	-48,586.40
Deposit	04/30/2023	Deposit		Bank of Madison	April interest	Bk of Madison-Cap Proj-MMA		4,379.42	-52,965.82
Deposit	05/31/2023	dep		Bank of Madison	May interest	Bk of Madison-Cap Proj-Checking		248.41	-53,214.23
Deposit	05/31/2023	Deposit			May interest	Bk of Madison-Cap Proj-MMA		8,619.51	-61,833.74
Deposit	05/31/2023	Deposit		Bank of Madison	May interest	Bk of Madison-MMA		7,032.36	-68,866.10
Total Interest income - banks							0.00	68,866.10	-68,866.10
Interest income - NCWSA debt									0.00
Deposit	04/25/2023	Deposit		Newton Co W & S	Interest portion of annual pymt	Bk of Madison-Cap Proj-Checking		11,425.13	-11,425.13
Total Interest income - NCWSA debt							0.00	11,425.13	-11,425.13
Total Interest income							0.00	80,291.23	-80,291.23
Capital Outlay									0.00
Land purchase									0.00
North Stanton Springs									0.00
Check	07/08/2022	Wire		WSG Land, LLC	Purchase of approx 272.50ac 2058 Darel Dr Walton Co	Bk of Madison-JMNB Disbursement	18,313,356.49		18,313,356.49
Check	08/04/2022	Wire		Sara Tuell, Thomas Verner, William Verner	Purchase of approx 486.356ac Morgan Co	Bk of Madison-JMNB Disbursement	12,819,566.13		31,132,922.62
Check	08/11/2022	Wire		Callaway Title Escrow, LLC	Purchase of 39.984 Jenkins Old Mill Rd Morgan Co	Bk of Madison-Cap Proj-MMA	2,830,480.58		33,963,403.20
Deposit	08/23/2022	Deposit		Sandra Latimer	Refund from closing difference	Bk of Madison-Cap Proj-Checking		2.34	33,963,400.86
Check	09/02/2022	Wire		Callaway Title Escrow, LLC	Purchase land?	Bk of Madison-JMNB Disbursement	74,000.00		34,037,400.86
Deposit	09/28/2022	Deposit		Callaway Title Escrow, LLC	Return of overage on closing - Jerry Felton Gowden	Bk of Madison-JMNB Disbursement		6.43	34,037,394.43
Deposit	09/28/2022	Deposit		Callaway Title Escrow, LLC	Return of overage on closing - Tonia Paramore	Bk of Madison-JMNB Disbursement		8.35	34,037,386.08
Total North Stanton Springs							34,037,403.20	17.12	34,037,386.08
Land acquisition cost									0.00
Deposit	07/08/2022	Deposit		Callaway Title Escrow, LLC	Option pymnt returned at closing	Bk of Madison-Cap Proj-Checking		100,000.00	-100,000.00
Deposit	08/04/2022	Deposit		Callaway Title Escrow, LLC	Option payment returned at closing	Bk of Madison-Cap Proj-Checking		10,000.00	-110,000.00
Deposit	08/11/2022	Deposit		Callaway Title Escrow, LLC	Option payment returned at closing	Bk of Madison-Cap Proj-Checking		10,000.00	-120,000.00
Total Land acquisition cost							0.00	120,000.00	-120,000.00
Total Land purchase							34,037,403.20	120,017.12	33,917,386.08
Stanton Springs North									0.00
Stanton Sp North - Construction									0.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #1	Bk of Madison-JMNB REBA #1	1,500,000.00		1,500,000.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #2	Bk of Madison-JMNB REBA #1	1,500,000.00		3,000,000.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #3	Bk of Madison-JMNB REBA #1	836,673.00		3,836,673.00
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #1 grading work	Bk of Madison-JMNB REBA #1	1,500,000.00		5,336,673.00
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #2 grading work	Bk of Madison-JMNB REBA #1	1,500,000.00		6,836,673.00
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #3 grading work	Bk of Madison-JMNB REBA #1	220,310.50		7,056,983.50
Check	01/13/2023	Wire		Plateau Excavation Inc	App #3 Wire Site work	Bk of Madison-JMNB REBA #1	2,438,738.77		9,495,722.27
Check	02/21/2023	Wire		Plateau Excavation Inc	App # 4 Wire	Bk of Madison-JMNB REBA #1	3,614,518.49		13,110,240.76
Check	03/29/2023	Wire		Plateau Excavation Inc	App #5 Wire	Bk of Madison-JMNB REBA #1	2,739,232.19		15,849,472.95
Check	04/18/2023	Wire		Plateau Excavation Inc	App #6 Wire	Bk of Madison-JMNB REBA #1	2,985,212.39		18,834,685.34

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	05/15/2023	Wire		Plateau Excavation Inc	App # 7 wire	Bk of Madison-JMNW REBA #1	2,635,790.77		21,470,476.11
Total Stanton Sp North - Construction							21,470,476.11	0.00	21,470,476.11
Rivian - Expenses									0.00
Check	07/26/2022	1192		Allen Smith Consulting Inc	Inv 13228 EDGE grant admin	Bk of Madison-Cap Proj-Checking	180.00		180.00
Check	07/26/2022	1194		Cornerstone Government Affairs, Inc.	Inv 072022 Monthly services	Bk of Madison-Cap Proj-Checking	20,000.00		20,180.00
Check	08/23/2022	1196		Allen Smith Consulting Inc	Inv #13227	Bk of Madison-Cap Proj-Checking	2,000.00		22,180.00
Check	08/23/2022	1197		Allen Smith Consulting Inc	Inv #13237	Bk of Madison-Cap Proj-Checking	2,200.00		24,380.00
Check	08/23/2022	1199		Thomas & Hutton	Inv #0225373 ALTA survey	Bk of Madison-Cap Proj-Checking	9,135.00		33,515.00
Check	08/23/2022	1200		Cornerstone Government Affairs, Inc.	Inv 082022 Monthly services	Bk of Madison-Cap Proj-Checking	20,000.00		53,515.00
Check	08/23/2022	1198		Thomas & Hutton	Inv #0225151 Project Adventure	Bk of Madison-Cap Proj-Checking	6,250.00		59,765.00
Check	09/27/2022	1203		Thomas & Hutton	Inv #0226671 Project Adventure - JDA resp	Bk of Madison-Cap Proj-Checking	12,440.25		72,205.25
Check	09/27/2022	1204		Cornerstone Government Affairs, Inc.	Inv 092022 Monthly services	Bk of Madison-Cap Proj-Checking	20,000.00		92,205.25
Check	09/27/2022	1206		Allen Smith Consulting Inc	Inv 13263 REBA Project Adventure admin	Bk of Madison-Cap Proj-Checking	1,800.00		94,005.25
Check	10/25/2022	1209		Allen Smith Consulting Inc	Inv 13284	Bk of Madison-Cap Proj-Checking	2,000.00		96,005.25
Check	10/25/2022	1210		Cornerstone Government Affairs, Inc.	Inv 102022 Monthly servicves	Bk of Madison-Cap Proj-Checking	20,000.00		116,005.25
Check	10/25/2022	1212		Thomas & Hutton	Inv # 0228335 Proj Adventure reimbursed	Bk of Madison-Cap Proj-Checking	63,905.10		179,910.35
Check	11/22/2022	1216		Cornerstone Government Affairs, Inc.	Inv 112022 Monthly services	Bk of Madison-Cap Proj-Checking	10,000.00		189,910.35
Check	11/22/2022	1213		Thomas & Hutton	Inv #0229809 General Consulting	Bk of Madison-Cap Proj-Checking	4,180.00		194,090.35
Check	12/20/2022	1223		Allen Smith Consulting Inc		Bk of Madison-Cap Proj-Checking	1,000.00		195,090.35
Check	12/20/2022	1224		Cornerstone Government Affairs, Inc.		Bk of Madison-Cap Proj-Checking	10,000.00		205,090.35
Check	12/20/2022	1232		Thomas & Hutton	Inv 0231074	Bk of Madison-Cap Proj-Checking	63,802.00		268,892.35
Check	01/24/2023	1233		Cornerstone Government Affairs, Inc.		Bk of Madison-Cap Proj-Checking	10,000.00		278,892.35
Check	01/24/2023	1237		Allen Smith Consulting Inc	Inv 13370 Grant adminb	Bk of Madison-Cap Proj-Checking	600.00		279,492.35
Check	02/28/2023	1246		Allen Smith Consulting Inc	Inv 13307 Grant Admin	Bk of Madison-Cap Proj-Checking	1,000.00		280,492.35
Check	02/28/2023	1247		Allen Smith Consulting Inc	Inv 13409	Bk of Madison-Cap Proj-Checking	1,350.00		281,842.35
Check	02/28/2023	1248		Allen Smith Consulting Inc	Inv 13410	Bk of Madison-Cap Proj-Checking	700.00		282,542.35
Check	02/28/2023	1249		Cornerstone Government Affairs, Inc.	Inc JDA-022023	Bk of Madison-Cap Proj-Checking	10,000.00		292,542.35
Check	02/28/2023	1256		Thomas & Hutton	Inv 0232797 Rivian Special Inspection	Bk of Madison-Cap Proj-Checking	18,408.44		310,950.79
Check	02/28/2023	1257		Thomas & Hutton	Inv 0233899 Rivian Special Inspection	Bk of Madison-Cap Proj-Checking	27,800.19		338,750.98
Check	03/28/2023	1260		Allen Smith Consulting Inc	Inv 13450 REBA #1 Grant Admin	Bk of Madison-Cap Proj-Checking	600.00		339,350.98
Check	03/28/2023	1261		Cornerstone Government Affairs, Inc.	Inv JDA-032023	Bk of Madison-Cap Proj-Checking	10,000.00		349,350.98
Check	03/28/2023	1262		Thomas & Hutton	INv 0235446 Rivian Speical Inspection & mat'l testing	Bk of Madison-Cap Proj-Checking	19,173.06		368,524.04
Check	04/25/2023	1271		Cornerstone Government Affairs, Inc.	JDA 042023	Bk of Madison-Cap Proj-Checking	10,000.00		378,524.04
Check	04/25/2023	1272		Allen Smith Consulting Inc	Inv 13481	Bk of Madison-Cap Proj-Checking	1,100.00		379,624.04
Check	05/23/2023	1278		Allen Smith Consulting Inc	Inv 13515	Bk of Madison-Cap Proj-Checking	2,000.00		381,624.04
Check	05/23/2023	1279		Cornerstone Government Affairs, Inc.	Inv JDA052023	Bk of Madison-Cap Proj-Checking	10,000.00		391,624.04
Total Rivian - Expenses							391,624.04	0.00	391,624.04
Rivian - Reimbursable Expenses									0.00
Check	08/23/2022	1198		Thomas & Hutton	Inv #0225151 Project Adventure	Bk of Madison-Cap Proj-Checking	48,814.94		48,814.94
Check	09/27/2022	1201		Thomas & Hutton	Inv #0223345 ALTA survey	Bk of Madison-Cap Proj-Checking	17,266.35		66,081.29
Check	09/27/2022	1202		Thomas & Hutton	Inv #0226607 ALTA survey dated July 7	Bk of Madison-Cap Proj-Checking	13,180.00		79,261.29
Check	09/27/2022	1203		Thomas & Hutton	Inv #0226671 Project Adventure - REBA resp	Bk of Madison-Cap Proj-Checking	42,022.24		121,283.53

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	10/25/2022	1211		Thomas & Hutton	Inv #0227531 Proj Adv ALTA Survey	Bk of Madison-Cap Proj-Checking	12,666.40		133,949.93
Check	10/25/2022	1212		Thomas & Hutton	Inv # 0228335 Proj Adventure reimbursed	Bk of Madison-Cap Proj-Checking	84,126.26		218,076.19
Check	11/22/2022	1213		Thomas & Hutton	Inv #0229809 General Consulting	Bk of Madison-Cap Proj-Checking	47,889.55		265,965.74
Check	11/22/2022	1214		Thomas & Hutton	Inv #0228954 ALTA survey	Bk of Madison-Cap Proj-Checking	34,126.25		300,091.99
Check	11/22/2022	1215		Thomas & Hutton	Inv #0229810 Rivian	Bk of Madison-Cap Proj-Checking	125,379.69		425,471.68
Check	12/20/2022	1222		Thomas & Hutton		Bk of Madison-Cap Proj-Checking	29,777.32		455,249.00
Check	12/20/2022	1230		Thomas & Hutton	Inv 0231073 ALTA survey	Bk of Madison-Cap Proj-Checking	2,565.00		457,814.00
Check	12/20/2022	1231		Thomas & Hutton	Inv 0231072	Bk of Madison-Cap Proj-Checking	1,990.00		459,804.00
Check	12/20/2022	1232		Thomas & Hutton	Inv 0231074	Bk of Madison-Cap Proj-Checking	72,595.85		532,399.85
Check	01/20/2023	Wire		Georgia-Alabama Land Trust Inc	Mitigation credits purchased	Bk of Madison-Cap Proj-Checking	2,920,000.00		3,452,399.85
Check	01/24/2023	1235		Thomas & Hutton	Inv 0233052 ALTA survey	Bk of Madison-Cap Proj-Checking	1,910.00		3,454,309.85
Check	01/24/2023	1236		Thomas & Hutton	Inv 0232770 Project Adventure	Bk of Madison-Cap Proj-Checking	45,381.48		3,499,691.33
Check	03/28/2023	1258		Thomas & Hutton	Inv 0235438 Project Adventure General	Bk of Madison-Cap Proj-Checking	62,601.53		3,562,292.86
Check	03/28/2023	1259		Thomas & Hutton	Inv 0235474 ALTA survey	Bk of Madison-Cap Proj-Checking	3,936.25		3,566,229.11
Check	03/29/2023	ACH		Georgia-Alabama Land Trust Inc	Mitigation credit purchase	Bk of Madison-Cap Proj-Checking	40,000.00		3,606,229.11
Check	04/25/2023	1273		Thomas & Hutton	Inv 0237431 Project Adventure	Bk of Madison-Cap Proj-Checking	74,137.66		3,680,366.77
Check	04/25/2023	1274		Thomas & Hutton	Inv 0236731 ALTA Survey	Bk of Madison-Cap Proj-Checking	7,087.50		3,687,454.27
Check	04/25/2023	1275		Thomas & Hutton	Inv 0233900 Project Adventure	Bk of Madison-Cap Proj-Checking	111,260.98		3,798,715.25
Check	05/23/2023	1276		Thomas & Hutton	Inv 02391863 Project Adventure	Bk of Madison-Cap Proj-Checking	67,335.38		3,866,050.63
Check	05/23/2023	1277		Thomas & Hutton	Inv 0239328 ALTA survey	Bk of Madison-Cap Proj-Checking	10,640.00		3,876,690.63
Total Rivian - Reimbursable Expenses							3,876,690.63	0.00	3,876,690.63
Rivian - State Reimbursements									0.00
Check	01/13/2023	Wire		Wright Brothers Construction Co LLC	REBA grant mitigation credit purchase	Bk of Madison-JMNW REBA #1	2,553,895.85		2,553,895.85
Check	01/13/2023	Wire		Hard Labor Creek Mitigation LLC	REBA grant mitigation credit purchase	Bk of Madison-JMNW REBA #1	3,011,764.00		5,565,659.85
Check	01/13/2023	Wire		Savannah River Basin Group LLC	REBA grant mitigation credit purchase	Bk of Madison-JMNW REBA #1	4,702,670.07		10,268,329.92
Check	01/13/2023	Wire		Little Sandy Creed Mitigation 2 LLC	REBA grant mitigation credit purchase	Bk of Madison-JMNW REBA #1	5,742,904.44		16,011,234.36
Total Rivian - State Reimbursements							16,011,234.36	0.00	16,011,234.36
Total Stanton Springs North							41,750,025.14	0.00	41,750,025.14
Total Capital Outlay							75,787,428.34	120,017.12	75,667,411.22
TOTAL							143,371,166.86	143,371,166.86	0.00

Cornerstone Government Affairs

800 Maine Avenue, SW, 7th Floor
Washington, DC 20024
202-448-9565
accounting@cgagroup.com



INVOICE

BILL TO
Joint Development Authority of Jasper, Morgan, Newton, & Walton Counties
300 E Church Street
Monroe, GA 30655

INVOICE JDA-072023
DATE 07/05/2023
TERMS Net 30
DUE DATE 08/04/2023

DESCRIPTON AND SERVICE PERIOD	AMOUNT
Please remit for Public Affairs services rendered in July 2023.	10,000.00

Please reach out to Ryan Gottshall at 301-956-5854 or
accounting@cgagroup.com should you have any questions/concerns regarding
this invoice.

BALANCE DUE **\$10,000.00**

July 17, 2023

Ms. Andrea Gray
 JDA – Jasper, Morgan, Newton & Walton County
 300 East Church Street
 Monroe, GA 30655

Re: JDA – Project Adventure
 Covington, Georgia
 Invoice #0242602
 T&H Job # J-26900.0001
 Breakdown of Expenditures
 May 28, 2023 to June 24, 2023

Dear Ms. Gray:

Please find attached invoices for engineering services performed during the month of June. The projects, descriptions, and costs are itemized as follows:

General Consulting

A010 – Meetings / Calls (Budgets, Training Center Coordination Meetings, Weekly Calls, Fire Station Vicinity Maps)

Consultant (Forbes)	12 hours @	\$ 280.00	=	\$ 3,360.00
Project Manager V (Chambless)	1 hour @	\$ 230.00	=	\$ 230.00
Project Manager IV (S. Greene)	3 hours @	\$ 210.00	=	\$ 630.00
Project Manager III – Graphics (Rife)	3.5 hours @	\$ 200.00	=	\$ 700.00
Project Manager II (K. Forbes)	5 hours @	\$ 185.00	=	\$ 925.00
Admin VI (Smulski)	1 hour @	\$ 125.00	=	\$ 125.00
CADD Tech II	1 hour @	\$ 100.00	=	\$ 100.00
				\$ 6,070.00

A010 – Legal – Calls on Lawsuits; Exhibits; Plans; Schedules

Consultant (Forbes)	9 hours @	\$ 280.00	=	\$ 2,520.00
Project Manager V (Chambless)	1 hour @	\$ 230.00	=	\$ 230.00
Project Manager IV (S. Greene)	5 hours @	\$ 210.00	=	\$ 1,050.00
Project Manager II (K. Forbes)	4.5 hours @	\$ 185.00	=	\$ 832.50
Engineering Tech IV (Greene)	1 hour @	\$ 160.00	=	\$ 160.00
				\$ 4,792.50

J010 – Adventure Coordination (All hands calls; Dirt nerd calls on revised construction plans)

Consultant (Forbes)	4 hours @	\$ 280.00	=	\$ 1,120.00
Project Manager II (K. Forbes)	2 hours @	\$ 185.00	=	\$ 370.00
				\$ 1,490.00

K010 – Water & Sewer Coordination (Coordinate with NCWSA and QuickStart on Easements/Tank Location)

Consultant (Forbes)	3 hours @	\$ 280.00	=	\$ 840.00
				\$ 840.00

O010 – Wetland Jurisdictional Request/Permit (Coordination on Permit)

RLC Invoice				\$ 751.81
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B510 – Rough Grading Plans (Resize and move ponds due to rock, consult with Rivian, revise plans/calculations, relocate ponds 5 and 6, correct pond 7)

Consultant (Forbes)	5 hours @	\$ 280.00	=	\$ 1,400.00
Project Manager V (Garrison)	12 hours @	\$ 230.00	=	\$ 2,760.00
Project Manager III (S. Greene)	15 hours @	\$ 210.00	=	\$ 3,150.00
Project Manager II (K. Forbes)	37 hours @	\$ 185.00	=	\$ 6,845.00
Project Engineer I (Newsome)	1 hour @	\$ 170.00	=	\$ 170.00
Engineering Tech IV (Greene)	48 hours @	\$ 160.00	=	\$ 7,680.00
Designer I (Webb/McClellan)	77.5 hours @	\$ 125.00	=	\$ 9,687.50
				\$ 31,692.50

C510 – Clearing & Erosion Control Design (Updated based on conditions/EPD comments/legal requests/3rd party review/grading revisions)

Consultant (Forbes)	3 hours @	\$ 280.00	=	\$ 840.00
Project Manager V (Chambless)	2 hours @	\$ 230.00	=	\$ 460.00
Project Manager IV (S. Greene)	15 hours @	\$ 210.00	=	\$ 3,150.00
Project Manager II (K. Forbes)	24.5 hours @	\$ 185.00	=	\$ 4,532.50
Engineering Tech IV (Greene)	9 hours @	\$ 160.00	=	\$ 1,440.00
Designer I (Webb/McClellan)	73.5 hours @	\$ 125.00	=	\$ 9,187.50
T&H Intern (Richens)	4.5 hours @	\$ 75.00	=	\$ 337.50
				\$ 19,947.50

D610 – EPD Over 50 Acres (7-day letters)

Project Manager II (Forbes)	4.5 hours @	\$ 185.00	=	\$ 832.50
				\$ 832.50

F610 – NPDES (Updated Sampling Locations, Coordinating with EPD)

Project Manager IV (S. Greene)	4 hours @	\$ 210.00	=	\$ 840.00
Project Manager II (Forbes)	12 hours @	\$ 185.00	=	\$ 2,220.00
Engineering Tech IV (Greene)	4 hours @	\$ 160.00	=	\$ 640.00
				\$ 3,700.00

A720 – Construction Management – Pad Grading/ Pay App, CO Request Process, Pond Relocation, Schedules, Well Abandonment Coordination, Stone Bedding Discussion:

Consultant (Forbes)	1 hour @	\$ 280.00	=	\$ 280.00
Project Manager V (Chambless)	4 hours @	\$ 230.00	=	\$ 920.00
Project Manager II (K. Forbes)	19 hours @	\$ 185.00	=	\$ 3,515.00
Project Engineer I (Newsome)	2.5 hours @	\$ 170.00	=	\$ 425.00
				\$ 5,140.00

Ms. Andrea Gray
JDA – Jasper, Morgan, Newton & Walton County
July 17, 2023
Page 3

B720 – Construction Meetings – Pad Grading (Meeting with Plateau/weekly calls/on-site meetings on erosion control, field walk with Terracon/meetings with EPD, Meeting with Rivian personnel)

Consultant (Forbes)	5 hours @	\$ 280.00	=	\$ 1,400.00
Project Manager IV (S. Greene)	19.5 hours @	\$ 210.00	=	\$ 4,095.00
Project Manager II (K. Forbes)	6 hours @	\$ 185.00	=	\$ 1,110.00
Engineering Tech IV (Greene)	6 hours @	\$ 160.00	=	\$ 960.00
Designer I (McClellan)	10.5 hours @	\$ 125.00	=	\$ 1,312.50
				\$ 8,877.50

9999 – Reimbursables – Printing / UPS **\$ 297.27**

TOTAL INVOICE FOR J – 26900.0001 **\$ 84,431.58**

Please review the attached invoice and call our office with any questions or concerns.

Sincerely,

THOMAS & HUTTON



Ralph L. Forbes, P.E.

RLF/fmb

Enclosures

Invoice

Atlanta | Brunswick | Savannah | **Georgia**
 Charleston | Columbia | Greenville | Myrtle Beach | **South Carolina**
 Charlotte | Raleigh-Durham | **North Carolina**
 Nashville | **Tennessee**

Remit to: P.O. Box 936164
Atlanta, GA 31193-6164
Phone: 912-234-5300

JDA - Jasper, Morgan, Newton & Walton County
 Attn: Steve Jordan
 PO Box 89
 Monroe, GA 30655

July 17, 2023
 Project No: 26900.0001
 Invoice No: 0242602

JDA - Project Adventure Covington, GA
Professional Services from May 28, 2023 to June 24, 2023

Phase / Task:	Description of work	Contract / Budget Amount	Previously Invoiced	Percent Complete / Billed to Date	Current Invoice	Balance to Completion
0010	General Consulting					
	A010 Meetings/Calls	\$200,000.00	\$171,210.00	\$182,072.50	\$10,862.50	\$17,927.50
	B010 Schedules & GANT Charts	\$24,000.00	\$23,665.00	\$23,665.00	\$0.00	\$335.00
	C010 Rezoning	\$17,701.25	\$17,701.25	\$17,701.25	\$0.00	\$0.00
	D010 Phase 1 ESA	\$4,025.00	\$4,025.00	\$4,025.00	\$0.00	\$0.00
	E010 (Preliminary only) Geotechnical	\$28,750.00	\$28,750.00	\$28,750.00	\$0.00	\$0.00
	F010 Wetland Permit Drawings	\$35,707.50	\$35,707.50	\$35,707.50	\$0.00	\$0.00
	G010 Wetland Delineation	\$40,250.00	\$40,250.00	\$40,250.00	\$0.00	\$0.00
	H010 Phase 1 Cultural Resources Investigation	\$293,915.74	\$293,915.74	\$293,915.74	\$0.00	\$0.00
	I010 GDOT Coordination	\$60,000.00	\$56,027.50	\$56,027.50	\$0.00	\$3,972.50
	J010 Adventure Coordination	\$125,000.00	\$112,395.00	\$113,885.00	\$1,490.00	\$11,115.00
	K010 Water & Sewer Coordination	\$16,000.00	\$14,630.00	\$15,470.00	\$840.00	\$530.00
	L010 Natural Gas Coordination	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	M010 Power Coordination	\$1,000.00	\$450.00	\$450.00	\$0.00	\$550.00
	N010 DRI	\$6,130.00	\$6,130.00	\$6,130.00	\$0.00	\$0.00
	O010 Wetland Jurisdictional Request / Permit	\$130,000.00	\$127,122.14	\$127,873.95	\$751.81	\$2,126.05
	P010 Threatened & Endangered Species	\$2,875.00	\$2,875.00	\$2,875.00	\$0.00	\$0.00
	Q010 Buffer Variance Drawings	\$18,427.50	\$18,427.50	\$18,427.50	\$0.00	\$0.00
	R010 Buffer Variance Request	\$61,000.00	\$60,509.57	\$60,509.57	\$0.00	\$490.43
0350	Geotechnical Report					
	A350 Asbestos Survey / TCLP-Pb Testing and Reports	\$35,937.50	\$35,937.50	100%	\$0.00	\$0.00
	B350 Limited Site Investigation (LSI)	\$11,356.25	\$11,356.25	100%	\$0.00	\$0.00
	C350 LSI - Unity Gas Station	\$12,075.00	\$12,075.00	100%	\$0.00	\$0.00
	D350 UST Removal / Closure Permitting	\$82,910.98	\$82,910.98	100%	\$0.00	\$0.00
0465	ALTA/NSPS Land Title Survey					
	B465 ALTA Survey	\$1,280.00	\$1,280.00	\$1,280.00	\$0.00	\$0.00
0510	Engineering Design					
	A510 Site Plan	\$7,947.50	\$7,947.50	\$7,947.50	\$0.00	\$0.00
	B510 Rough Grading Plans	\$180,000.00	\$147,094.00	\$178,786.50	\$31,692.50	\$1,213.50

Payment of this invoice constitutes acceptance of contract. A Service Charge of 1.5% (18% per annum) is charged on all accounts after 45 days. A 3% service charge will be added to all credit card transactions. **When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction**

Phase / Task:	Description of work	Contract /Budget Amount	Previously Invoiced	Percent Complete/ Billed to Date	Current Invoice	Balance to Completion
	C510 Clearing & Erosion Control Design	\$95,000.00	\$74,357.50	\$94,305.00	\$19,947.50	\$695.00
	D510 Rail Spur Design	\$1,000.00	\$505.00	\$505.00	\$0.00	\$495.00
0610	Permits					
	B610 Walton Co - Rough Grading	\$3,500.00	\$2,910.00	\$2,910.00	\$0.00	\$590.00
	D610 EPD - Over 50 Acres	\$15,000.00	\$12,265.00	\$13,097.50	\$832.50	\$1,902.50
	E610 GSWCC - Rough Grading	\$7,560.00	\$7,560.00	\$7,560.00	\$0.00	\$0.00
	F610 NPDES	\$10,000.00	\$2,715.00	\$6,415.00	\$3,700.00	\$3,585.00
0720	Construction Observation					
	A720 Construction Management - Pad Grading	\$75,000.00	\$43,065.00	\$48,205.00	\$5,140.00	\$26,795.00
	B720 Construction Meetings - Pad Grading	\$100,000.00	\$73,340.00	\$82,217.50	\$8,877.50	\$17,782.50
	C720 Record Drawings - Pad Grading	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
	D720 Pad Turnover Assistance	\$18,000.00	\$4,870.00	\$4,870.00	\$0.00	\$13,130.00
9999	Reimbursable Expenses	\$10,000.00	\$7,079.72	\$7,376.99	\$297.27	\$2,623.01
Current Invoice Sub Totals:		\$1,741,849.22	\$1,541,059.65		\$84,431.58	\$116,357.99
Current Invoice Due					\$84,431.58	

Coordinator: Ralph Forbes

Billing Details:

Professional Personnel:		Hours	Rate	Total
0010 / A010	Meetings/Calls			
	Consultant	21.00	\$280.00	\$5,880.00
	Project Manager V	2.00	\$230.00	\$460.00
	Project Manager IV	8.00	\$210.00	\$1,680.00
	Project Manager III	3.50	\$200.00	\$700.00
	Project Manager II	9.50	\$185.00	\$1,757.50
	Engineering Technician IV	1.00	\$160.00	\$160.00
	CADD Technician II	1.00	\$100.00	\$100.00
	Administrative VI	1.00	\$125.00	\$125.00
Totals		47.00		\$10,862.50
0010 / J010	Adventure Coordination			
	Consultant	4.00	\$280.00	\$1,120.00
	Project Manager II	2.00	\$185.00	\$370.00
Totals		6.00		\$1,490.00
0010 / K010	Water & Sewer Coordination			
	Consultant	3.00	\$280.00	\$840.00
0010 / O010	Wetland Jurisdictional Request / Permit			
	Consultant-Environmental (Wetlands)			
	6/24/2023 Resource & Land Consultants LLC			\$751.81
0510 / B510	Rough Grading Plans			
	Consultant	5.00	\$280.00	\$1,400.00
	Project Manager V	12.00	\$230.00	\$2,760.00
	Project Manager IV	15.00	\$210.00	\$3,150.00
	Project Manager II	37.00	\$185.00	\$6,845.00
	Project Engineer I	1.00	\$170.00	\$170.00
	Designer I	77.50	\$125.00	\$9,687.50
	Engineering Technician IV	48.00	\$160.00	\$7,680.00
Totals		195.50		\$31,692.50
0510 / C510	Clearing & Erosion Control Design			
	Consultant	3.00	\$280.00	\$840.00
	Project Manager V	2.00	\$230.00	\$460.00
	Project Manager IV	15.00	\$210.00	\$3,150.00
	Project Manager II	24.50	\$185.00	\$4,532.50
	Designer I	73.50	\$125.00	\$9,187.50
	Engineering Technician IV	9.00	\$160.00	\$1,440.00
	T&H Intern	4.50	\$75.00	\$337.50
Totals		131.50		\$19,947.50
0610 / D610	EPD - Over 50 Acres			
	Project Manager II	4.50	\$185.00	\$832.50
0610 / F610	NPDES			
	Project Manager IV	4.00	\$210.00	\$840.00
	Project Manager II	12.00	\$185.00	\$2,220.00
	Engineering Technician IV	4.00	\$160.00	\$640.00
Totals		20.00		\$3,700.00
0720 / A720	Construction Management - Pad Grading			
	Consultant	1.00	\$280.00	\$280.00

Project	26900.0001	JDA - Project Adventure Covington, GA	Invoice	0242602
		Project Manager V	4.00	\$230.00
		Project Manager II	19.00	\$185.00
		Project Engineer I	2.50	\$170.00
		Totals	26.50	\$5,140.00
0720 / B720		Construction Meetings - Pad Grading		
		Consultant	5.00	\$280.00
		Project Manager IV	19.50	\$210.00
		Project Manager II	6.00	\$185.00
		Designer I	10.50	\$125.00
		Engineering Technician IV	6.00	\$160.00
		Totals	47.00	\$8,877.50
9999		Reimbursable Expenses		
		Reproductions		
	6/24/2023	LDI REPROPRINTING CENTERS, INC.		\$273.68
		Postage\Courier\Delivery		
	6/24/2023	UPS		\$23.59
		Total Reimbursables		\$297.27



50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 | 912.234.5300
WWW.THOMASANDHUTTON.COM

July 17, 2023

Ms. Andrea Gray
JDA – Jasper, Morgan, Newton & Walton County
300 East Church Street
Monroe, GA 30655

Re: JDA – Project Adventure ALTA Survey
Invoice # 0242803
T&H Job # J-29287.0001
Breakdown of Expenditures
May 28, 2023 to June 24, 2023

Dear Andrea:

Please find attached invoices for engineering services performed during the month of June. The projects, descriptions, and costs are itemized as follows:

0465 – ALTA/NSPS Land Title Survey

J465 – Subdivision Plat / QuickStart Boundary / Outparcel Boundary / Record Final Plats

Staff Surveyor IV	5 hours @	\$ 160.00	=	\$ 800.00
Staff Surveyor V	7.5 hours @	\$ 230.00	=	\$ 1,725.00
Permit Coordinator III	3.5 hours @	\$ 135.00	=	\$ 472.50
				\$ 2,997.50

TOTAL INVOICE FOR J – 29287.0000 **\$ 2,997.50**

Please review the attached invoice and call our office with any questions or concerns.

Sincerely,

THOMAS & HUTTON

Ralph L. Forbes, P.E.

RLF/kts

Invoice

Atlanta | Brunswick | Savannah | **Georgia**
 Charleston | Columbia | Greenville | Myrtle Beach | **South Carolina**
 Charlotte | Raleigh-Durham | **North Carolina**
 Nashville | **Tennessee**

Remit to: P.O. Box 936164
Atlanta, GA 31193-6164
Phone: 912-234-5300

JDA - Jasper, Morgan, Newton & Walton County
 Attn: Steve Jordan
 PO Box 89
 Monroe, GA 30655

July 17, 2023
 Project No: 29287.0001
 Invoice No: 0242803

JDA - Project Adventure ALTA Survey
Professional Services from May 28, 2023 to June 24, 2023

Phase / Task:	Description of work	Contract / Budget Amount	Previously Invoiced	Percent Complete/ Billed to Date	Current Invoice	Balance to Completion
0465	ALTA/NSPS Land Title Survey					
A465	ALTA Survey	\$311,382.12	\$311,382.12	\$311,382.12	\$0.00	\$0.00
B465	Title Commitment Review	\$2,935.00	\$2,935.00	\$2,935.00	\$0.00	\$0.00
C465	Road Quit Claim Exhibits and Legals	\$7,500.00	\$7,500.00	\$7,500.00	\$0.00	\$0.00
D465	State Property Commission Exhibits	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00
E465	Final ALTA for Rivian (late in year)	\$47,000.00	\$37,177.75	\$37,177.75	\$0.00	\$9,822.25
G465	Recombination Plat	\$15,000.00	\$11,350.00	\$11,350.00	\$0.00	\$3,650.00
H465	Staking of Frontage Road	\$24,000.00	\$24,000.00	\$24,000.00	\$0.00	\$0.00
I465	Rivian Training Center Boundary Survey	\$12,000.00	\$11,957.50	100%	\$0.00	\$42.50
J465	Subdivision Plat Services	\$9,500.00	\$6,268.30	\$9,265.80	\$2,997.50	\$234.20
K465	Interchange Subdivision Plat	\$8,500.00	\$0.00	\$0.00	\$0.00	\$8,500.00
Current Invoice Sub Totals:		\$447,817.12	\$422,570.67		\$2,997.50	\$22,248.95
Current Invoice Due					\$2,997.50	

Coordinator: Ralph Forbes

Payment of this invoice constitutes acceptance of contract. A Service Charge of 1.5% (18% per annum) is charged on all accounts after 45 days. A 3% service charge will be added to all credit card transactions. **When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction**

Billing Details:

Professional Personnel:		Hours	Rate	Total
0465 / J465	Subdivision Plat Services			
	Survey Manager V	7.50	\$230.00	\$1,725.00
	Staff Surveyor IV	5.00	\$160.00	\$800.00
	Permit Coordinator III	3.50	\$135.00	\$472.50
Totals		16.00		\$2,997.50



50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 | 912.234.5300
WWW.THOMASANDHUTTON.COM

July 17, 2023

Ms. Andrea Gray
JDA – Jasper, Morgan, Newton & Walton County
300 East Church Street
Monroe, GA 30655

Re: JDA – Rivian
Special Inspection and Materials Testing
Invoice # 0242610
T&H Job # J-26900.0003
Breakdown of Expenditures
May 28, 2023 to June 24, 2023

Dear Andrea:

Please find attached invoices for engineering services performed during the month of June. The projects, descriptions, and costs are itemized as follows:

General Consulting

A010 – Miscellaneous Consulting (NPDES, Settlement Plats, Coordination of Testing, Sampling Location, Corrective Action Plans)

Consultant (Forbes)	8 hours @	\$ 280.00	=	\$ 2,240.00
Project Manager II (K. Forbes)	8.5 hours @	\$ 185.00	=	\$ 1,572.50
Project Manager IV (S. Greene)	7 hours @	\$ 210.00	=	\$ 1,470.00
				\$ 5,282.50

A725 – Soils / Utility Backfill

Terracon Consultants, Inc. **\$ 27,168.75**

B725 – Special Inspections / Oversight

Terracon Consultants, Inc. **\$ 4,784.00**

D725 – NPDES

Terracon Consultants, Inc. **\$ 6,238.75**

TOTAL INVOICE FOR J – 26900.0003 \$ 43,474.00

Please review the attached invoice and call our office with any questions or concerns.

Sincerely,

THOMAS & HUTTON

Ralph L. Forbes, P.E.

RLF/fmb
Enclosures

Invoice

Atlanta | Brunswick | Savannah | **Georgia**
Charleston | Columbia | Greenville | Myrtle Beach | **South Carolina**
Charlotte | Raleigh-Durham | **North Carolina**
Nashville | **Tennessee**

Remit to: P.O. Box 936164
Atlanta, GA 31193-6164
Phone: 912-234-5300

JDA - Jasper, Morgan, Newton & Walton County
Attn: Andrea Gray
300 E. Church Street
Monroe, GA 30655

July 17, 2023
Project No: 26900.0003
Invoice No: 0242610

JDA - Rivian - Special Inspection and Material Testing
Professional Services from May 28, 2023 to June 24, 2023

Phase / Task:	Description of work	Contract /Budget Amount	Previously Invoiced	Percent Complete/ Billed to Date	Current Invoice	Balance to Completion
0010	General Consulting					
	A010 Miscellaneous Consulting	\$30,000.00	\$17,557.50	\$22,840.00	\$5,282.50	\$7,160.00
0725	Geotechnical Construction Services					
	A725 Soils / Utility Backfill	\$432,000.00	\$158,191.13	\$185,359.88	\$27,168.75	\$246,640.12
	B725 Special Inspection Oversight, Project Management / Coordination, Report Review	\$68,000.00	\$12,861.33	\$17,645.33	\$4,784.00	\$50,354.67
	C725 Asbestos Abatement, Monitoring, Visual Clearance	\$83,000.00	\$83,000.00	100%	\$0.00	\$0.00
	D725 National Pollutant Discharge Elimination System (NPDES) Services	\$70,000.00	\$45,051.25	\$51,290.00	\$6,238.75	\$18,710.00
Current Invoice Sub Totals:		\$683,000.00	\$316,661.21		\$43,474.00	\$322,864.79
Current Invoice Due					\$43,474.00	

Past Due Invoices

Number	Date	Now Due
0239184	5/16/2023	\$26,488.44
Past Due		\$26,488.44
Total Now Due		\$69,962.44

Coordinator: Ralph Forbes

Billing Details:

Professional Personnel:

	Hours	Rate	Total
0010 / A010 Miscellaneous Consulting			
Consultant	8.00	\$280.00	\$2,240.00
Project Manager IV	7.00	\$210.00	\$1,470.00
Project Manager II	8.50	\$185.00	\$1,572.50
Totals	23.50		\$5,282.50
0725 / A725 Soils / Utility Backfill			
Consultant-Environmental (Wetlands)			
6/24/2023 Terracon Consultants Inc			\$27,168.75
0725 / B725 Special Inspection Oversight, Project M			
Consultant-Environmental (Wetlands)			
6/24/2023 Terracon Consultants Inc			\$4,784.00
0725 / D725 National Pollutant Discharge Elimination			
Consultant-Environmental (Wetlands)			
6/24/2023 Terracon Consultants Inc			\$6,238.75

SURVEY BUDGET / BILLINGS J - 29287.0001								
Phase	Task	Responsibility	Budget	Adjustments	Revised Budget	Billed to Date	This Month's Invoice	Remaining in Budget
A465	Original ALTA Survey	State	\$ 121,000.00	\$ 12,032.12	\$ 133,032.12	\$ 133,032.12		\$ -
	Revise scope to Boundary Surveys and legal descriptions for all parcels	State	\$ -	\$ 77,000.00	\$ 77,000.00	\$ 77,000.00		\$ -
	Revise scope to update all Boundary Surveys to ALTA	State	\$ -	\$ 68,000.00	\$ 68,000.00	\$ 68,000.00		\$ -
	SUE	State	\$ -	\$ 33,350.00	\$ 33,350.00	\$ 33,350.00		\$ -
	Total A465		\$ 121,000.00	\$ 190,382.12	\$ 311,382.12	\$ 311,382.12		
B465	Title Commitment Review	State	\$ -	\$ 2,935.00	\$ 2,935.00	\$ 2,935.00		\$ -
C465	Road quit claim exhibits and legals	State	\$ -	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00		\$ -
D465	State property Commission exhibits / legals	State	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		\$ -
E465	Final ALTA for Rivian	State	\$ -	\$ 47,000.00	\$ 47,000.00	\$ 37,177.75		\$ 9,822.25
G465	Recombination Plat	State	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 11,350.00		\$ 3,650.00
H465	Staking of Frontage Road	State	\$ -	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00		\$ -
I465	Rivian Training Center Boundary Survey	State	\$ -	\$ 12,000.00	\$ 12,000.00	\$ 11,957.50		\$ 42.50
J465	Subdivision Plat Services	State		\$ 9,500.00	\$ 9,500.00	\$ 9,265.80	\$ 2,997.50	\$ 234.20
K465	Interchange Subdivision Plat	State		\$ 8,500.00	\$ 8,500.00	\$ -		\$ 8,500.00
	TOTALS		\$ 136,000.00	\$ 311,817.12	\$ 447,817.12	\$ 422,570.67	\$ 2,997.50	\$ 22,248.95

STATE PROJECT MANAGEMENT / ENGINEERING BUDGET AND BILLINGS
J - 26900.0001

Phase	Task	Budget	Adjustments	Revised Budget	Billed to Date	Remaining in Budget
A010	Meetings / Calls	\$ 76,000.00	\$ 124,000.00	\$ 200,000.00	\$ 182,072.50	\$ 17,927.50
B010	Schedules & GANT Charts	\$ 24,000.00	\$ -	\$ 24,000.00	\$ 23,665.00	\$ 335.00
C010	Rezoning	\$ 12,000.00	\$ 5,701.25	\$ 17,701.25	\$ 17,701.25	\$ -
I010	GDOT Coordination	\$ 20,000.00	\$ 40,000.00	\$ 60,000.00	\$ 56,027.50	\$ 3,972.50
J010	Adventure Coordination	\$ 25,000.00	\$ 100,000.00	\$ 125,000.00	\$ 113,885.00	\$ 11,115.00
K010	Water & Sewer Coordination	\$ 20,000.00	\$ (4,000.00)	\$ 16,000.00	\$ 15,470.00	\$ 530.00
L010	Natural Gas Coordination	\$ 10,000.00	\$ (9,500.00)	\$ 500.00	\$ -	\$ 500.00
M010	Power Coordination	\$ 10,000.00	\$ (9,000.00)	\$ 1,000.00	\$ 450.00	\$ 550.00
N010	DRI	\$ 7,400.00	\$ (1,270.00)	\$ 6,130.00	\$ 6,130.00	\$ -
O010	Wetland Jurisdictional Request/Permit	\$ 130,000.00		\$ 130,000.00	\$ 127,873.95	\$ 2,126.05
P010	Threatened and Endangered Species	\$ 2,875.00		\$ 2,875.00	\$ 2,875.00	\$ -
Q010	Buffer Variance Drawings	\$ 18,427.50		\$ 18,427.50	\$ 18,427.50	\$ -
R010	Buffer Variance Request	\$ 61,000.00	\$ -	\$ 61,000.00	\$ 60,509.57	\$ 490.43
		\$ 416,702.50	\$ 245,931.25	\$ 662,633.75	\$ 625,087.27	\$ 37,546.48
A350	Asbestos Survey	\$ -	\$ 35,937.50	\$ 35,937.50	\$ 35,937.50	\$ -
B350	LSI - Residential Structures	\$ -	\$ 11,356.25	\$ 11,356.25	\$ 11,356.25	\$ -
C350	LSI - Unity Gas Station. (Add Svc)	\$ -	\$ 12,075.00	\$ 12,075.00	\$ 12,075.00	\$ -
D350	UST Removal / Closure Permitting	\$ -	\$ 82,910.98	\$ 82,910.98	\$ 82,910.98	\$ -
TOTALS			\$ 142,279.73	\$ 142,279.73	\$ 142,279.73	\$ -
Survey - J-29287.0001						
	Early Surveying		\$ 1,280.00	\$ 1,280.00	\$ 1,280.00	\$ -
Design						
A510	Site Plan	\$ 7,947.50		\$ 7,947.50	\$ 7,947.50	\$ -
B510	Rough Grading Plans	\$ 30,000.00	\$ 150,000.00	\$ 180,000.00	\$ 178,786.50	\$ 1,213.50
C510	Clearing & Erosion Control Design	\$ 55,000.00	\$ 40,000.00	\$ 95,000.00	\$ 94,305.00	\$ 695.00
D510	Rail Spur Design	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 505.00	\$ 495.00
	TOTALS	\$ 93,947.50	\$ 190,000.00	\$ 283,947.50	\$ 281,544.00	\$ 2,403.50

STATE PROJECT MANAGEMENT / ENGINEERING BUDGET AND BILLINGS
J - 26900.0001

Phase	Task	Budget	Adjustments	Revised Budget	Billed to Date	Remaining in Budget
Permitting						
B610	Covington/Walton County - Rough Grading	\$ 13,200.00	\$ (9,700.00)	\$ 3,500.00	\$ 2,910.00	\$ 590.00
C610	Rail Spur Review	\$ 15,000.00	\$ (15,000.00)	\$ -	\$ -	\$ -
D610	EPD - Over 50 Acres	\$ 3,000.00	\$ 12,000.00	\$ 15,000.00	\$ 13,097.50	\$ 1,902.50
E610	GSWCC - Rough Grading	\$ 6,000.00	\$ 1,560.00	\$ 7,560.00	\$ 7,560.00	\$ -
F610	NPDES	\$ 3,600.00		\$ 10,000.00	\$ 6,415.00	\$ 3,585.00
	TOTALS	\$ 40,800.00	\$ (11,140.00)	\$ 36,060.00	\$ 29,982.50	\$ 6,077.50
Construction						
A720	Construction Observation - Pad Grading	\$ 24,000.00	\$ 51,000.00	\$ 75,000.00	\$ 48,205.00	\$ 26,795.00
B720	Construction Meetings - Pad Grading	\$ 16,000.00	\$ 84,000.00	\$ 100,000.00	\$ 82,217.50	\$ 17,782.50
C720	Record Drawings - Pad Grading	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
D720	Pad Turnover Assistance	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 4,870.00	\$ 13,130.00
E720	Construction Testing - Pad Grading	\$ 86,250.00	\$ (86,250.00)	\$ -	\$ -	\$ -
	TOTALS	\$ 154,250.00	\$ 48,750.00	\$ 203,000.00	\$ 135,292.50	\$ 67,707.50
Reimbursables						
	Reimbursables	\$ 3,500.00	\$ 5,500.00	\$ 10,000.00	\$ 7,376.99	\$ 2,623.01
	BUDGET TOTALS	\$ 709,200.00	\$ 621,320.98	\$ 1,330,520.98	\$ 1,221,562.99	\$ 78,811.51

Special Inspections and Materials Testing							
J - 26900.0003							
Phase	Task	Budget	Adjustments	Revised Budget	Billed to Date	Current Invoice	Remaining in Budget
A010	General Consulting / Miscellaneous Consulting	\$ 25,000.00	\$ 5,000.00	\$ 30,000.00	\$ 22,840.00	\$ 5,282.50	\$ 7,160.00
725	Geotechnical Construction Services						
A725	Soils / Utility Backfill	\$ 488,000.00	\$ (56,000.00)	\$ 432,000.00	\$ 185,359.88	\$ 27,168.75	\$ 246,640.12
B725	Special Inspection Oversight, Project Management/Coordination, Report Review	\$ 68,000.00		\$ 68,000.00	\$ 17,645.33	\$ 4,784.00	\$ 50,354.67
C725	Asbestos Abatement, Monitoring, Visual Clearance	\$ 83,000.00		\$ 83,000.00	\$ 83,000.00	\$ -	\$ -
D725	National Pollutant Discharge Elimination System (NPDES) Services	\$ 24,000.00	\$ 46,000.00	\$ 70,000.00	\$ 51,290.00	\$ 6,238.75	\$ 18,710.00
	TOTALS	\$ 688,000.00	\$ (5,000.00)	\$ 683,000.00	\$ 360,135.21	\$ 43,474.00	\$ 322,864.79


**SNAPPING
SHOALS**

ELECTRIC MEMBERSHIP CORPORATION

P.O. Box 73
Covington GA 30015-0073

Message from SSEMC

DON'T FORGET Annual Meeting will be held Thursday, July 20, at the Horse Park in Conyers. Registration starts at 8:30 a.m. and ends at 11:15 a.m. The business session will begin at 11:30 a.m.

Covington Office:
14750 Brown Bridge Road
Covington, GA 30016
Office Hours: 8:00 AM - 5:00 PM Monday - Friday

Ellenwood Office:
190 Fairview Road
Ellenwood, GA 30294

4 1726

JOINT DEVELOPMENT AUTHORITY
300 E CHURCH ST
MONROE GA 30655-2508



REPORT AN OUTAGE: 678-814-4961
Automated Phone Service: 1-888-999-1416
Telephone: 770-786-3484 Website: www.ssemc.com

Bill Date: 07/05/2023



Account No.	Member No.	Service Location			Rate	Bill Type		Cycle
4283669	137412	13924 HWY 278			B1	Regular Bill		2
Meter Number	From Date	To Date	Prev Read	Pres Read	Mult	KWH Used	DMD Used	
H75300928	06/01/2023	07/02/2023	18	18	1.0	0	0.0	
Account Messages Total charges of \$29.96 will be drafted on 08/02/2023. Your account is set up to receive an Electronic Statement. Thank you for going green; paperless billing saves paper and trees.			Account Activity				Amount	
			Previous Balance				29.96	
			Payments - Thank You				-29.96	
			Balance Before Billing				\$0.00	
			Current Charges					
			Base Charge				28.00	
			Newton County Tax - 7%				1.96	
			Total Current Charges (Due by 08/02/2023)				\$29.96	
			Total Amount Due				\$29.96	

Accounts not paid in full by 5pm on the due date will be charged a \$10.00 late fee.


**SNAPPING
SHOALS**

ELECTRIC MEMBERSHIP CORPORATION

Return This Portion With Your Payment

Bill Date: 07/05/2023 Account: 4283669

CURRENT CHARGES DUE BY 08/02/2023	\$29.96
TOTAL AMOUNT DUE	\$29.96
BANK DRAFT - DO NOT PAY	



JOINT DEVELOPMENT AUTHORITY
300 EAST CHURCH ST
MONROE GA 30655-0000

Snapping Shoals EMC
P.O. Box 73
Covington GA 30015-0073

2



Contact #: (678) 364-2384



☐ CHECK HERE TO INDICATE
ADDRESS OR PHONE NUMBER
CHANGE ON BACK.

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**SNAPPING
SHOALS**

ELECTRIC MEMBERSHIP CORPORATION

 P.O. Box 73
Covington GA 30015-0073

Message from SSEMC

DON'T FORGET Annual Meeting will be held Thursday, July 20, at the Horse Park in Conyers. Registration starts at 8:30 a.m. and ends at 11:15 a.m. The business session will begin at 11:30 a.m.

Covington Office:
14750 Brown Bridge Road
Covington, GA 30016
Office Hours: 8:00 AM - 5:00 PM Monday - Friday

Ellenwood Office:
190 Fairview Road
Ellenwood, GA 30294

4 1727

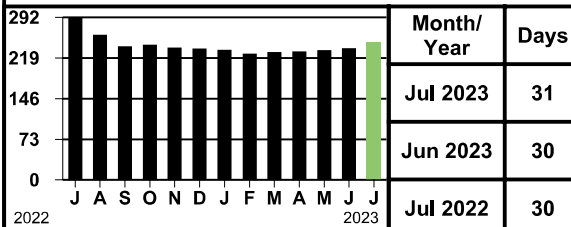
 JOINT DEVELOPMENT AUTHORITY
300 E CHURCH ST
MONROE GA 30655-2508


Bill Date: 07/05/2023



REPORT AN OUTAGE: 678-814-4961
Automated Phone Service: 1-888-999-1416
Telephone: 770-786-3484 Website: www.ssemc.com

Account No.	Member No.	Service Location			Rate	Bill Type	Cycle
4283727	137412	13924 HWY 278			B1	Regular Bill	2
Meter Number	From Date	To Date	Prev Read	Pres Read	Mult	KWH Used	DMD Used
H88641360	06/01/2023	07/02/2023	7791	8038	1.0	247	0.0
<div>Account Messages</div> <p>Total charges of \$64.31 will be drafted on 08/02/2023.</p> <p>Your account is set up to receive an Electronic Statement. Thank you for going green; paperless billing saves paper and trees.</p>			Account Activity				Amount
			Previous Balance				64.08
			Payments - Thank You				-64.08
			Balance Before Billing				\$0.00
			Current Charges				
			Electric Service 247 kWh x 0.0853				21.07
			Base Charge				28.00
			Power Cost Adj. 247 kWh x 0.008683				2.14
			Sec LT 100 HPS Standard (Qty: 1)				8.90
			Newton County Tax - 7%				4.20
Total Current Charges (Due by 08/02/2023)				\$64.31			
Total Amount Due				\$64.31			



Accounts not paid in full by 5pm on the due date will be charged a \$10.00 late fee.


**SNAPPING
SHOALS**

ELECTRIC MEMBERSHIP CORPORATION

Return This Portion With Your Payment

Bill Date: 07/05/2023 Account: 4283727

CURRENT CHARGES DUE BY 08/02/2023	\$64.31
TOTAL AMOUNT DUE	\$64.31
BANK DRAFT - DO NOT PAY	


 JOINT DEVELOPMENT AUTHORITY
300 EAST CHURCH ST
MONROE GA 30655-0000

 Snapping Shoals EMC
P.O. Box 73
Covington GA 30015-0073

2



Contact #: (678) 364-2384


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CHANGE ON BACK.

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INVOICE

Invoice # 91
Date: 07/19/2023
Due On: 08/18/2023

Law Office of Andrea Gray, LLC

300 E. Church Street
Monroe, Georgia 30655
United States

Joint Development Authority of Jasper, Morgan, Newton and Walton Counties

00007-Joint Development Authority of Jasper, Morgan, Newton and Walton Counties

General Legal Representation

Type	Date	Notes	Quantity	Rate	Total
Service	06/21/2023	Conference with Serra Hall, Jerry Silvio and Shane Short regarding preparation for JDA meeting; Coordination regarding information needed for meeting packet; Conference with Walton Tax Commission; Conference with Serra Hall regarding pending site matters; Prepare for JDA meeting; Receipt and review of May financials from Pat Malcom	3.20	\$150.00	\$480.00
Service	06/22/2023	Compile and distribute June meeting packet to Authority members; Coordination with public relations teams regarding summary of site status; Conference with Serra Hall regarding preparation for JDA meeting and pending site matters; Receipt of draft updated contracts	2.50	\$150.00	\$375.00
Service	06/23/2023	Upload Agenda to JDA website; Review and revise contracts and correspondence with Kirk Fejstul regarding same; Prepare for JDA meeting	1.20	\$150.00	\$180.00
Service	06/24/2023	Review and revise contracts; Conferences and emails with Kirk Fjelstul regarding same; Prepare for Authority meeting	2.50	\$150.00	\$375.00
Service	06/26/2023	Conference with State and JDA public relations teams; Prepare for JDA meeting; Correspondence with Ralph Forbes regarding same; Correspondence with Ben Brooks regarding same; Correspondence with Takeda attorney and GDOT closing attorney staff regarding GDOT closing; Correspondence with JDA regarding meeting preparation; Correspondence with ACCG regarding insurance quote;	3.60	\$150.00	\$540.00

Service	06/27/2023	Prepare for, travel and attend JDA meeting; Correspondence with Ben Sheidler regarding insurance; Conference with Ben Riden regarding fire protection; Conference with Shane Short regarding same	3.80	\$150.00	\$570.00
Service	06/28/2023	Coordination with Debra Smith and Keeley Garrett regarding grant forms; Upload meeting minutes, packet and video to website; Conference with Takeda's attorney and review of GDOT closing documents; Upload grading plans to website and correspondence with Rivian regarding same; Forward signed renewal to ACCG and follow-up with Steve Jordan regarding payment; Process signed documents from JDA meeting	1.80	\$150.00	\$270.00
Service	06/29/2023	Draft contract amendment and forward same to Shane Short	0.70	\$150.00	\$105.00
Service	07/02/2023	Receipt, review and respond to ORR from Joellen Artz	0.20	\$150.00	\$30.00
Service	07/05/2023	Coordination regarding ACCG payment; Correspondence regarding ORR; Receipt and review of correspondence from Takeda's attorney regarding GDOT closing documents	0.30	\$150.00	\$45.00
Service	07/06/2023	Receipt and review of correspondence from GDOT legal regarding updated closing documents; Correspondence from Kevin Forbes regarding access over parkway; Correspondence with Jeffrey Davis regarding document request; Correspondence with Allison Dyer regarding study inquiry	1.00	\$150.00	\$150.00
Service	07/07/2023	Coordination with Takeda's attorney regarding Spectrum contract	0.30	\$150.00	\$45.00
Service	07/08/2023	Correspondence with Don Jernigan regarding Jasper County appointment to JDA; Correspondence to JDA with legal updates; Update contract amendment and forward same to Shane Short	0.80	\$150.00	\$120.00
Service	07/10/2023	Conference with JDA and State site teams regarding site status, water lines and access; Correspondence with GDOT and Takeda legal regarding closing	1.40	\$150.00	\$210.00
Service	07/11/2023	Conference with Serra Hall regarding project status and updates; Conference with JDA, State and Rivian site teams regarding project status; Coordination with legal teams regarding court hearing prep; Correspondence to JDA regarding status of same; Correspondence with Don Jernigan regarding JDA appointment; Correspondence with Takeda and GDOT legal counsel regarding closing; Coordination with Jerry Silvio, Shane Short and Bob Hughes on land acquisition matter; Assemble email documents responsive to document request	3.90	\$150.00	\$585.00
Service	07/12/2023	Correspondence and coordination with Keeley Garrett	1.30	\$150.00	\$195.00

		regarding grant draws and updated forms; Conference with Ben Riden regarding revenue sharing agreement and forward information on same; Receipt and review of correspondence regarding GDOT/Takeda closing; Receipt and review of correspondence regarding Walton EMC easement request			
Service	07/14/2023	Review and prepare records responsive to request; Conference with Jerry Silvio regarding JDA meeting prep and favorable court decision; Conference with Serra Hall regarding favorable court decision and Authority meeting prep; Coordination regarding media inquiries and review and approve public statement; Coordinate executed contract and forward same to Shane Short	5.20	\$150.00	\$780.00
Service	07/17/2023	Draft Agenda for July meeting; Draft Minutes from June Meeting; Draft quarterly report; Correspondence with Jerry Silvio, Serra Hall and Shane Short regarding same; Conference with Serra Hall regarding JDA meeting prep; Conference with State and JDA project site teams regarding progress on grading and utilities; Coordination with Debra Smith regarding status of grant draws and reimbursements; Prepare authority member notebook for Don Jernigan	4.30	\$150.00	\$645.00
Service	07/18/2023	Conference with JDA and State legal teams regarding grant documentation and updates to scope of work; Draft executive session minutes; Prepare for Authority meeting; Review Pellicano proposal	3.10	\$150.00	\$465.00
Service	07/19/2023	Conference with Jerry Silvio and Serra Hall regarding preparation for JDA meeting; Correspondence with Don Jernigan regarding orientation meeting; Conference with Ben Riden regarding project updates; Prepare for Authority meeting and assemble documents for meeting packet; Correspondence with Takeda's attorney regarding GDOT closing; Conference with Andrew Capezzuto regarding Pellicano	2.00	\$150.00	\$300.00
			Quantity Subtotal		43.1
			Quantity Total		43.1
			Total		\$6,465.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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91	08/18/2023	\$6,465.00	\$0.00	\$6,465.00
Outstanding Balance				\$6,465.00
Total Amount Outstanding				\$6,465.00

Please make all amounts payable to: Law Office of Andrea Gray, LLC

Please pay within 30 days.



Invoice for Professional Services

Allen-Smith Consulting, Inc.

405 Nunnally Farm Road, Monroe, GA 30655
(770) 207-0142

BILL TO
Joint Development Authority - Jasper, Morgan, Newton, & Walton P. O. Box 826 Monroe, GA 30655
Attn: Andrea Gray
andrea@andreagray.com

Invoice Date	Invoice #
July 19, 2023	13585

Job #:	JDA-728-22
Job Description:	JDA Jasper Morgan Newton Walton 2022 REBA #1 - Project Adventure
Grant #	22pd-MCR-5-5072

Grant Administration - 304

Grant administration services provided for this period, for the Joint Development Authority's 2022 REBA grant in accordance with our contract.

Phase	Code	Phase Fee	% Complete	Fee Earned To Date	Previously Billed	Current Billing
Grant Award Process	201	\$ 10,000.00	100%	\$ 10,000.00	\$ 10,000.00	\$ -
Project Financial Management	202	\$ 25,000.00	50%	\$ 12,500.00	\$ 11,250.00	\$ 1,250.00
General & Special Conditions Compliance	203	\$ 25,000.00	48%	\$ 12,000.00	\$ 11,250.00	\$ 750.00
Totals To Date:		\$ 60,000.00		\$ 34,500.00	\$ 32,500.00	\$ 2,000.00

Administration Fees (original contract & Addendum #1) Due This Invoice

Phase	Code	Date	Services	Period	Billed	Billing
	205		\$ -	0.00		

Total Hourly Charges Due this Invoice

Hourly Rate as per our contract is \$125.00

Total Current Invoice



Allen-Smith Consulting

Grant Writing and Grant Administration

405 Nunnally Farm Road
Monroe, Georgia 30655
O: 770.207.0142 / F:
770.207.0159

INVOICE #13586

July 19, 2023

via email

Mrs. Andrea Gray / andrea@andreapgray.com
Andrea P. Gray, LLC
Attorney at Law
P.O. Box 826
Monroe, GA 30655

**RE: Joint Development Authority of Jasper, Morgan, Newton and Walton Counties
Job #JDA-493-12 FY2012 OneGeorgia Authority EDGE Grant Administration - 304
Site Work – Takeda (Shire/Baxalta Healthcare)**

Work performed through July 19, 2023, for additional services as per our agreement for Grant Administration:

1. Continuous contact with Takeda Representative for progress update on committed private investment and hiring.
2. Preparation and submittal to DCA of Progress Report #17.

2 hours X \$90/hr = \$180.00

TOTAL AMOUNT DUE THIS INVOICE

\$180.00

WE APPRECIATE YOUR BUSINESS!!!

JDA Legal Fees 7/25/2023

Andrea P. Gray, LLC

<u>Matter</u>	<u>Amount</u>	<u>Time Period</u>
Bond Appeal	\$ 915.00	6/22/2023 - 7/19/2023
General Legal Representation	\$ 6,465.00	6/22/2023 - 7/19/2023
Clean Water Act matters	\$ 330.00	6/22/2023 - 7/19/2023
Zoning Litigation	\$ 1,230.00	6/22/2023 - 7/19/2023
Stream buffer variance challenge	\$ 360.00	6/22/2023 - 7/19/2023
TOTAL	\$ 9,300.00	

Smith, Gambrell and Russell


<u>Matter</u>	<u>Amount</u>	<u>Time Period</u>
Bond Appeal	\$ 14,323.00	May-23
Bond Appeal	\$ 14,873.00	Jun-23
Zoning Litigation	\$ 5,571.50	May-23
Zoning Litigation	\$ 2,099.00	Jun-23
Clean Water Act Claims	\$ 12,230.50	May-23
Clean Water Act Claims	\$ 9,603.00	Jun-23
Stream Buffer Variance Appeal	\$ 6,023.80	May-23
TOTAL	\$ 64,723.80	

TOTAL	\$ 74,023.80
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Joint Dev. Auth of Jasper, Morgan, Newton & Walton Counties
Proposed Budget Amendment 7-25-2023
July 2022 through June 2023

	Current Approved Budget	Proposed Budget Amendment	Changes
Ordinary Income/Expense			
Income			
Intergovernmental Revenue			
Social Circle - Inter Govt	0.00	0.00	0.00
NCWSA - Inter Govt	34,008.00	34,008.00	0.00
Total Intergovernmental Revenue	34,008.00	34,008.00	0.00
Land sales			
Land Sale - NCWSA	380,838.00	380,838.00	0.00
Reimbursement of costs			
Total Land sales	380,838.00	380,838.00	0.00
Grant income			
2022 REBA Grant	91,307,760.00	91,307,760.00	0.00
2023 REBA Grant	20,000,000.00	20,000,000.00	0.00
Total Grant income	111,307,760.00	111,307,760.00	0.00
Hunting lease income	4,500.00	4,500.00	0.00
PILOT Payments	2,000,000.00	2,000,000.00	0.00
Underwriting fee - Bond fee	4,500,000.00	4,500,000.00	0.00
Miscellaneous income	5,500,000.00	5,500,000.00	0.00
Reserves from Prior Years	6,100,000.00	6,100,000.00	0.00
Total Income	129,827,106.00	129,827,106.00	0.00
Expense			
Association fees	0.00	0.00	0.00
Bank charges	0.00	30.00	-30.00
Distribution to Counties	0.00	0.00	0.00
Hunting lease expense	4,500.00	4,500.00	0.00
Insurance expense	6,100.00	10,200.00	-4,100.00
Marketing expense	25,000.00	25,000.00	0.00
Meeting expense	3,000.00	3,000.00	0.00
Reimb NCIDA & DAWC	0.00	1,260,800.00	-1,260,800.00
Miscellaneous expense	2,500.00	2,500.00	0.00
Owners Assoc fees	2,000.00	2,000.00	0.00
Professional			
Accounting expense	35,000.00	35,000.00	0.00
Audit expense	12,000.00	12,000.00	0.00
Consulting	0.00	200.00	-200.00
Engineering expense			
Engineering exp	25,000.00	25,000.00	0.00
Total Engineering expense	25,000.00	25,000.00	0.00
Legal expense	75,000.00	75,000.00	0.00
Litigation expense	2,000,000.00	2,000,000.00	0.00
Total Professional	2,147,000.00	2,147,200.00	-200.00

	Current Approved Budget	Proposed Budget Amendment	Changes
Property taxes	0.00	77,700.00	-77,700.00
Reimbursement to S.C.	0.00	0.00	0.00
Training	2,400.00	2,400.00	0.00
Utilities	1,200.00	1,200.00	0.00
Debt Service			
02 GEFA Principal	33,230.00	33,230.00	0.00
02 GEFA Interest expense	780.00	780.00	0.00
Total Debt Service	34,010.00	34,010.00	0.00
Total Expense	2,227,710.00	3,570,540.00	-1,342,830.00
Net Ordinary Income	127,599,396.00	126,256,566.00	1,342,830.00
Other Income/Expense			
Other Income			
Interest income			
Interest income - banks	1,000.00	1,000.00	0.00
Interest income - NCWSA debt	11,426.00	11,426.00	0.00
Interest income - Other	0.00	0.00	0.00
Total Interest income	12,426.00	12,426.00	0.00
Total Other Income	12,426.00	12,426.00	0.00
Other Expense			
Capital Outlay			
Engineering - General Consult	0.00	0.00	0.00
Land purchase			
North Stanton Springs	0.00	0.00	0.00
Land acquisition cost	1,400,000.00	1,400,000.00	0.00
Total Land purchase	1,400,000.00	1,400,000.00	0.00
Stanton Springs North			
Stanton Sp North - Engineering	0.00	0.00	0.00
Stanton Sp North - Construction	7,000,000.00	7,000,000.00	0.00
Rivian - Expenses	114,557,760.00	113,214,930.00	1,342,830.00
Rivian - Reimbursable Expenses	0.00	0.00	0.00
Rivian - State Reimbursements			
Total Stanton Springs North	121,557,760.00	120,214,930.00	1,342,830.00
Total Capital Outlay	122,957,760.00	121,614,930.00	1,342,830.00
Total Other Expense	122,957,760.00	121,614,930.00	1,342,830.00
Net Other Income	-122,945,334.00	-121,602,504.00	-1,342,830.00
Net Income	4,654,062.00	4,654,062.00	0.00

Exhibit A					
<p align="center">CHANGE ORDER #7</p> <p>Project: Stanton Springs North Rough Grade Phase 1A & 1B Date: 7/19/2023 Location: Social Circle, GA Job No.: 26900.0001</p>					
					
Item	Description	Qty	UoM	Unit Rate	Total
Temporary Water Line					
1	Mobilization	1	LS	\$ 25,250.00	\$25,250.00
2	Erosion Control	1	LS	\$ 42,395.58	\$42,395.58
3	Temporary Water Line	1	LS	\$ 152,887.20	\$152,887.20
Sub-Total, Temporary Water Line					\$220,532.78
Mucking Dry Out Area					
1	Silt Fence - Single Row - NS	1,000	LF	\$ 4.00	\$4,000.00
2	Silt Fence - Double Row - NS	3,300	LF	\$ 8.00	\$26,400.00
3	Sediment Trap (Sd4)	4	EA	\$ 15,000.00	\$60,000.00
4	Construction Entrance	1	EA	\$ 20,000.00	\$20,000.00
5	Diversion Ditch	1,000	LF	\$ 10.00	\$10,000.00
6	Respread Material/Blend with Topsoil, Assumed 3'	13,500	CY	\$ 8.00	\$108,000.00
7	Double Handle Topsoil for Respread, Assumed 3'	13,500	CY	\$ 4.15	\$56,025.00
Sub-Total, Mucking Dry Out Area					\$284,425.00
STONE BEDDING					
	Stone for Creek Bottoms				
	Non-woven Geotextile Lining	7,333	SY	\$4.00	\$29,333.33
	#4 Stone	4,840	TONS	\$44.00	\$212,960.00
	12" CMP ALM2 16 Gauge Perf	0	LF	\$25.32	\$0.00
	Pipe Fittings/Reducers	4	EA	\$500.00	\$2,000.00
	10" CMP ALM2 16 Gauge Perf	0	LF	\$17.40	\$0.00
	24" CMP ALM2 16 Gauge Perf	3,300	LF	\$50.67	\$167,211.00
Sub-Total, Stone Bedding					\$411,504.33
P&P Bond Reconciliation					
1	COP #7	916,462.11	\$\$	\$ 0.007	\$ 6,415.23
Subtotal, P&P Bond Reconciliation					\$ 6,415.23
TOTAL:					\$922,877.34

Original Contract Price:	\$ 42,340,247.61
Adjustments from Change Order #1:	\$ (8,189,502.51)
Adjustments from Change Order #2:	\$ 3,993,324.23
Adjustments from Change Order #3:	\$ 4,551,347.70
Adjustments from Change Order #4:	\$ 950,798.22
Adjustments from Change Order #5:	\$ 1,281,066.43
Adjustments from Change Order #6:	\$ 910,555.58
Adjustments from Change Order #7:	\$ 922,877.34

New Contract Price:	\$ 46,760,714.60
----------------------------	-------------------------



50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 | 912.234.5300
WWW.THOMASANDHUTTON.COM

July 21, 2023

Mrs. Andrea P. Gray
I-20 JDA
300 East Church Street
Monroe, GA 30655

Re: Stanton Springs North Rough Grade
Social Circle, Georgia
Pay Request #10
J-26900.0001

Dear Mrs. Gray:

Thomas & Hutton is currently monitoring site work construction and has reviewed the enclosed Pay Application #10. We recommend a payment of \$6,539,788.77 to Plateau Excavation, Inc., and \$84,431.58 to Thomas & Hutton based on the terms outlined in article 14.02.B of the General Conditions of the Contract.

If you have any questions or concerns, please do not hesitate to call us at 912-667-4210.

Sincerely,

THOMAS & HUTTON

Kevin P. Forbes

KPF/kts
Enclosures

cc: Mr. Jason O. Chambless, P.E., Thomas & Hutton
Mr. Scott C. Greene, P.E., Thomas & Hutton
Mr. Ralph L. Forbes, P.E., Thomas & Hutton

TO CONTRACTOR:
Joint Deleveopment Authority
2105 Lee S. SW Covington, Ga. 30014

PROJECT: Rivian

JOB NO.: 22041
APPLICATION NO Ten
PERIOD TO: 07/31/2023

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM SUBCONTRACTOR:
Plateau Excavation, Inc.
375 Lee Industrial Blvd.
Austell, Ga. 30167

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	42,340,247.61
2. Net change by Change Orders	\$	3,497,589.65
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	45,837,837.26
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	41,937,677.21
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	4,193,767.72
b. 10 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	4,193,767.72
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	37,743,909.49
7. LESS PREVIOUS PAYMENTS RECEIVED	\$	31,204,120.72
8. CURRENT PAYMENT DUE	\$	6,539,788.77
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	8,093,927.77

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$11,687,092.16	\$8,189,502.51
Total approved this Month	\$0.00	\$0.00
TOTALS	\$11,687,092.16	\$8,189,502.51
NET CHANGES by Change Order	\$3,497,589.65	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Plateau Excavation, Inc.

By: John W. Ostlund Date: July 21, 2023

State of: Georgia County of: Cobb

Subscribed and sworn to before me this 21 day of July 2023

Notary Public: Lisa Carroll

My Commission expires: 9/28/2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet		Rivian						APPLICATION NUMBER: Ten	
JOB # 22041		MONTHLY REQUISITION REPORT						APPLICATION DATE: 7/21/2023	
		AIA DOCUMENT G703						PERIOD TO: 7/31/2023	
								ARCH PROJECT NO.:	
A	B	C	D	E	F	G		H	I
ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED NOT IN D OR E	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS PERIOD	THIS PERIOD					
2	Phase 1								
3	Mobilization	1,737,800.00	1,483,347.00	91,483.00		1,574,830.00	91%	162,970.00	157,483.00
4	Erosion, Sediment,Pollution	1,304,710.00	1,297,584.00	0.00		1,297,584.00	99%	7,126.00	129,758.40
5	Demolition	1,040,263.00	1,040,263.00	0.00		1,040,263.00	100%	0.00	104,026.30
6	Well Abandonment	50,000.00	50,000.00	0.00		50,000.00	100%	0.00	5,000.00
7	Clearing & Grubbing	1,518,000.00	1,518,000.00	0.00		1,518,000.00	100%	0.00	151,800.00
8	Add'l Area Beyond Plan	483,000.00	483,000.00	0.00		483,000.00	100%	0.00	48,300.00
9	Topsoil Strip & Stockpile	1,496,972.10	1,047,380.03	449,592.07		1,496,972.10	100%	0.00	149,697.21
12	Earthwork	24,070,000.00	16,980,212.90	6,441,156.90		23,421,369.80	97%	648,630.20	2,342,136.98
13	Soil Cement Treatment	950,000.00	179,835.00	0.00		179,835.00	19%	770,165.00	17,983.50
14	Mass Rock Excavation	1,500,000.00	10,000.00	0.00		10,000.00	1%	1,490,000.00	1,000.00
15	Phase 2 COP #2								
16	Erosion/Sedimentation & Pollution Control	153,375.00	153,375.00	0.00		153,375.00	100%	0.00	15,337.50
17	Add'l Clearing/Grubbing	310,500.00	310,500.00	0.00		310,500.00	100%	0.00	31,050.00
18	Add'l Striping/Stockpile	-33,005.70	-33,005.70	0.00		-33,005.70	100%	0.00	-3,300.57
19	Earthwork (Measured Cut)	749,336.45	492,762.00	0.00		492,762.00	66%	256,574.45	49,276.20
20	Settlement Plates	30,000.00	30,000.00	0.00		30,000.00	100%	0.00	3,000.00
21	Respread Topsoil at Slopes	134,925.00	72,068.00	0.00		72,068.00	53%	62,857.00	7,206.80
22	Muck/Replace Unsuitable Material	600,000.00	539,840.00	60,160.00		600,000.00	100%	0.00	60,000.00
23	Slope Matting	446,482.40	446,482.00	0.00		446,482.00	100%	0.40	44,648.20
24	Slope Drains	306,533.75	306,533.75	0.00		306,533.75	100%	0.00	30,653.38
25	Stone for Creek Bottoms	0.00	0.00	0.00		0.00	0%	0.00	0.00
28	Non-Woven Geotextile Lining	61,333.33	61,333.33	0.00		61,333.33	100%	0.00	6,133.33
29	#4 Stone	214,104.00	214,104.00	0.00		214,104.00	100%	0.00	21,410.40
30	Control Structures	664,000.00	664,000.00	0.00		664,000.00	100%	0.00	66,400.00
31	Rip-Rap Spillways	46,800.00	41,700.00	5,100.00		46,800.00	100%	0.00	4,680.00
32	Grassing-Seed for 474 AC Main Pad	308,940.00	90,000.00	218,940.00		308,940.00	100%	0.00	30,894.00
33	Phase 3 COP #3								
34	Earthwork/Grading	1,271,554.50	884,741.50	0.00		884,741.50	70%	386,813.00	88,474.15
35	Storm Drainage	-664,000.00	-664,000.00	0.00		-664,000.00	100%	0.00	-66,400.00
36	Storm Drainage	459,594.00	459,570.00	0.00		459,570.00	100%	24.00	45,957.00
37	Well Closures	35,000.00	35,000.00	0.00		35,000.00	100%	0.00	3,500.00
38	Weekly Downtime Costs	941,720.00	941,720.00	0.00		941,720.00	100%	0.00	94,172.00
39	Temporary Grass	132,479.20	132,479.20	0.00		132,479.20	100%	0.00	13,247.92
40	Lime for Dying @ 2.5%	2,255,000.00	2,255,000.00	0.00		2,255,000.00	100%	0.00	225,500.00
41	Trench Rock with Hammer	120,000.00	5,000.00	0.00		5,000.00	4%	115,000.00	500.00
43	COP #4								
44	Weekly Time Down Costs	941,720.00	941,720.00	0.00		941,720.00	100%	0.00	94,172.00
45	COP #1	-57,326.52	-57,326.52	0.00		-57,326.52	100%	0.00	-5,732.65
46	COP #2	27,953.27	27,953.27	0.00		27,953.27	100%	0.00	2,795.33
47	COP #3	31,859.43	31,859.43	0.00		31,859.43	100%	0.00	3,185.94
48	COP #4	6,592.04	6,592.04	0.00		6,592.04	100%	0.00	659.20
49	COP #5								
50	Weekly Downtime Costs	1,177,150.00	1,177,150.00	0.00		1,177,150.00	100%	0.00	117,715.00
51	Additional House Demo	34,090.00	34,090.00	0.00		34,090.00	100%	0.00	3,409.00
52	Pond One Double Handle Mat	53,988.00	53,988.00	0.00		53,988.00	100%	0.00	5,398.80
53	Undercut Access Road	6,933.30	6,933.30	0.00		6,933.30	100%	0.00	693.33
54	COP #5	8,905.13	8,905.13	0.00		8,905.13	100%	0.00	890.51
55	COP #6								
56	Weekly Downtime Costs	323,520.00	323,520.00	0.00		323,520.00	100%	0.00	32,352.00
57	10" French Drain Pipe	117,885.00	117,885.00	0.00		117,885.00	100%	0.00	11,788.50
58	12" French Drain Pipe	152,553.00	152,553.00	0.00		152,553.00	100%	0.00	15,255.30
59	French Drain Pipe Fittings/Reducers	10,000.00	10,000.00	0.00		10,000.00	100%	0.00	1,000.00
60	French Drain Stone	281,600.00	281,600.00	0.00		281,600.00	100%	0.00	28,160.00
61	French Drain Fabric	18,668.00	18,668.00	0.00		18,668.00	100%	0.00	1,866.80
62	P&P Bond COP #6	6,329.58	6,329.58	0.00		6,329.58	100%	0.00	632.96
	TOTALS	45,837,837.26	34,671,245.24	7,266,431.97	0.00	41,937,677.21	91%	3,900,160.05	4,193,767.72

**RESOLUTION OF
THE JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY
Re: CONSTRUCTION MANAGEMENT CONTRACT**

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, the Authority, GDED and Rivian entered into an Economic Development Agreement (“EDA”) which includes the incentives and obligations of the parties; and

WHEREAS, under the EDA, the Authority will undertake certain land acquisition, due diligence and site preparation work; and

WHEREAS, the Authority contracted with Plateau Excavation to grade the Project site which grading is ongoing; and

WHEREAS, the Georgia Department of Transportation and utility providers are conducting construction work associated with the Project in the vicinity of the Authority’s activities; and

WHEREAS, the Authority and GDED desire to supplement construction site management to facilitate coordination among the construction activities and add another layer of review for work being performed; and

WHEREAS, GDED has requested that the Authority contract with Pellicano, a construction management company based out of Albany, Georgia, to provide these services for the duration of grading work by the Authority and has agreed that said contract will be paid for using the Regional Economic Business Assistance Grant (“REBA”) awarded to the Authority; and

WHEREAS, Pellicano provided the scope and cost estimated attached hereto as Exhibit

“A” and will provide a full contract upon approval of the same.

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

1. The Authority hereby authorizes the Chairman and Secretary to execute a contract for services with Pellicano which is consistent with the scope of work and cost included in the proposal attached hereto as Exhibit “A” subject to legal counsel’s review and revision of said contract documents.

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"

CM Estimate - 6.15.2023 Revised

 PELLICANO CONSTRUCTION		JOB NO.:	TBD									
		JOB NAME:	Rivian Site Development - CM									
		PROJ. MGR:	Will Hill									
		SUPER:	TBD									
		DATE:	05/16/23									
			(5 month duration)									
ESTIMATE												
COST CODE	DESCRIPTION	QTY	UNIT	UNIT LABOR	LABOR	UNIT MATERIAL	MATERIAL	UNIT SUB	SUB	UNIT OTHER	OTHER	TOTAL
1.100	GENERAL OVERHEAD											
1.101	Superintendent	22	wk	2885	63470		0		0		0	63470
1.141	Project Manager (5hrs/week)	110	hrs	100	11000		0		0		0	11000
1.515	Job Telephone	5	mo		0		0		0	150	750	750
1.587	Computer & MiFi Card	22	wk		0		0		0	100	2200	2200
1.591	Supplies - Office (if necessary)	5	mo		0	100	500		0		0	500
1.593	Supplies - Blueprints	1	ls		0	1000	1000		0		0	1000
1.597	Office Trailer (if necessary)	5	mo		0	1500	7500		0		0	7500
1.601	Small Tools	1	ls		0	1250	1250		0		0	1250
1.604	Oil & Gas	22	wk		0		0		0	200	4400	4400
1.702	Onsite Equipment	1	ls		0	12500	12500		0		0	12500
1.740	Vehicle expense (Superintendent)	5	mo		0		0		0	650	3250	3250
1.741	Travel - All Types	5	mo		0		0		0	500	2500	2500
1.744	Lodging PM/Super	5	mo		0		0		0	4000	20000	20000
1.802	Insurance	1	ls		0		0		0	4000	4000	4000
	SUBTOTAL				74,470		22,750		0		37,100	134,320
	Labor Burden - 47%				35,001		0		0		0	35,001
	Taxes -8%				0		1,820		0		0	1,820
	Fee - 10%				10,947		2,275		0		3,710	16,932
	TOTAL				120,418		26,845		0		40,810	188,073
*This is Cost plus 10% Fee Proposal with estimated total cost above. If Project Duration is shorter than the estimated nine months, total cost will be less than estimated above. Similarly, if the project is delayed or our services are required for longer than nine months, additional costs beyond the above estimate will be incurred.												
* Final cost to be determined by total costs incurred per billing rates plus labor burden above, materials cost plus tax, Subcontractor and other costs plus 10% Fee on Subtotal of Costs incurred												

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

RE: Consent to Purchase and Sale Agreement between Morning Hornet and Takeda

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 acquired and developed over 1,600 acres at the southeastern corner of I-20 and Hwy 278 into an industrial park known as Stanton Springs; and

WHEREAS, the Authority is in the process of developing a 2,000-acre industrial park in the northeastern corner of I-20 and Hwy 278 known as Stanton Springs North; and

WHEREAS, the Authority owns and Takeda (aka Baxalta US, Inc.) leases approximately 161 acres bordered by Hwy 278 to the west, I-20 to the north, Shire Parkway to the south and Dennis Creek to the east (“Takeda Property”) on which Takeda operates a pharmaceutical manufacturing facility; and

WHEREAS, Morning Hornet, LLC is in the process of constructing two data center campuses in Stanton Springs South adjacent to Takeda; and

WHEREAS, to make necessary utility improvements to serve its operations, Morning Hornet, LLC requires the acquisition of approximately 2.53 acres of property from the Takeda Property as depicted on attached Exhibit “A”; and

WHEREAS, the ownership structure and agreements between the Authority and Takeda allows the Authority to effect and consent to such transfers of ownership and for Takeda to receive the payments therefrom; and

WHEREAS, Takeda has reviewed the Purchase and Sale Agreement, attached hereto as Exhibit “B”, and requested that the Authority approve the same in the form attached hereto subject to non-material revisions to be approved by legal counsel.

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

1. The Chairman and Secretary are hereby authorized to execute the Purchase and Sale Agreement in substantially the form as that attached hereto as Exhibit “B” for purposes of consenting to the transaction as the fee simple holder of the property and to further protect the Authority from any liability or obligations under the Purchase and Sale Agreement subject to non-material revisions to be approved by legal counsel. The Purchase and Sale Agreement conveys 2.53 acres to Morning Hornet, LLC for the purchase price of Ninety-Three Thousand Seven Hundred Fifty and No/100 Dollars (\$93,750.00) which shall be paid in full to Takeda consistent with the contractual

- obligations between Takeda and the Authority dating back to 2012.
2. The Chairman and Secretary are hereby authorized to consent to and execute any documents necessary to formalize and record the plat consistent with Exhibit "A" following the closing.

SO RESOLVED this ____ day of _____, 2023.

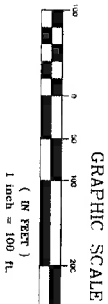
The Joint Development Authority of Jasper County, Morgan County,
Newton County and Walton County

By: _____
Jerry Silvio, Chairman

Attest: _____
Robert Hughes, Secretary

BL 124 P 6276-76
Filed and Recorded
June 24-2023 03:35 PM
DWM/DAW/MSB
KAREN P DAVIS
CLERK OF SUPERIOR COURT
WALTON COUNTY GA
Filing Stamp ID: 760802542

RESERVED FOR CLERK OF SUPERIOR COURT



NO TAX PARCEL NUMBER FOUND
N/A
JOINT DEVELOPMENT AUTHORITY OF JASPER
COUNTY, MORGAN COUNTY,
NEWTON COUNTY & WALTON COUNTY
LEASED BY BAXTER HEALTHCARE CORPORATION
DB 3326/321 (NEWTON)
PB 46/91 (NEWTON)
PB 40/207 (NEWTON)
PB 105/75 (WALTON)

WARNING WIDTH
TERRACE EASEMENT #1
(PLAT #B 05/41-92 NEWTON CO)
PER PB 123/110-WALTON CO)

Line #	Direction	Length
L85	N81°31'40"E	210.47'
L86	S27°10'06"E	399.75'
L87	S52°11'18"E	97.31'
L88	S54°28'22"E	66.82'
L89	S19°59'21"W	57.46'
L90	S50°29'37"E	52.66'
L91	S6°50'45"E	44.64'
L92	S54°36'34"E	23.39'
L93	S76°43'42"E	49.45'
L94	S22°06'24"W	27.42'
L95	N57°05'27"W	199.08'

Curve #	Direction	Chord	Radius	Length
1	N64°20'29"W	425.82'	1550.06'	420.11'

PARCEL ID# C1590001A00
N/A
JOINT DEVELOPMENT AUTHORITY OF JASPER
COUNTY, MORGAN COUNTY,
NEWTON COUNTY & WALTON COUNTY
DB 11/39 PB 114



SURVEYOR'S CERTIFICATION
(10) This plat is a representation of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any change to any real property boundaries. The recording information created by this plat is for informational purposes only. THE PLAT DOES NOT HAVE ANY APPROVAL OF ANY LOCAL GOVERNMENT, ANY AGENCY OF THE STATE OF GEORGIA, OR ANY FEDERAL AGENCY. THE SURVEYOR CERTIFIES THAT THIS PLAT COMPLETES WITH THE minimum requirements of the Georgia Surveying and Mapping Act, O.C.G.A. Section 15-6-67, and the rules and regulations of the Georgia Board of Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.
Robert C. Stange, GA RLS 15087
DATE: 1/11/23

LEGEND

BOUNDARY LINE (THIS PLAT)

EASEMENT (THIS PLAT)

NOT-A-MONUMENTARY MONUMENT

STRAVEY

FOR

JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY & WALTON COUNTY

EASEMENT PLAT LOCATED IN LAND DISTRICT OF WALTON COUNTY, GEORGIA

STRANGE LAND SURVEYING, INC.
PROFESSIONAL SURVEYING SERVICES
6042 4080
3333 NORTON DR. STE. F
WALTON, GA 32587
PHONE: (229) 875-4455

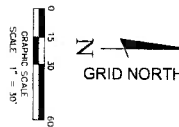
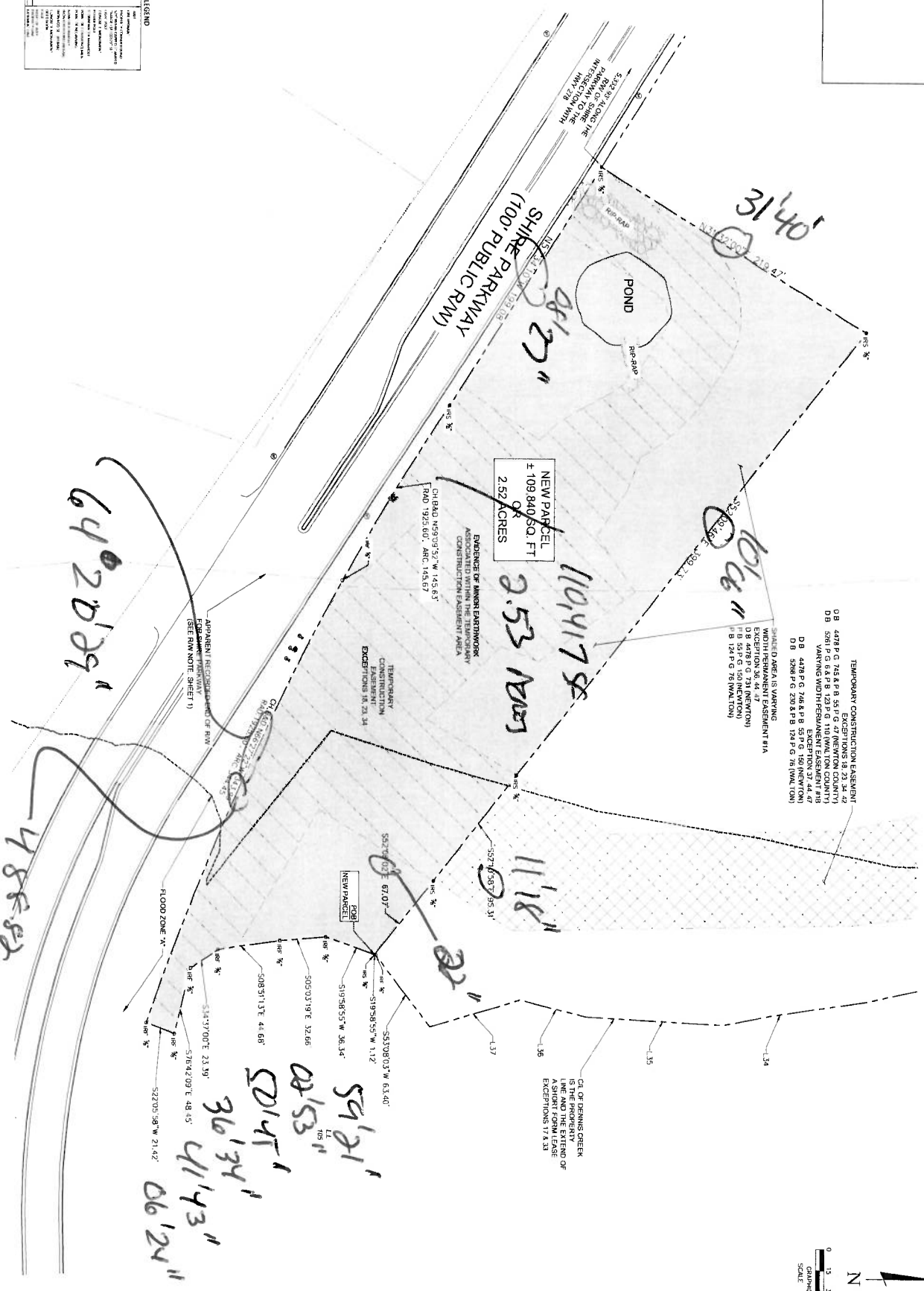
PROJECT NO.: 2023-1279
DRAWING NO.: 1
SHEET NO. 1 OF 1
DATE: 11/03
REVISION: 0
SCALE: 1"=100'

RECORDED EASEMENT PLAT

Survey

LEGEND

PROPOSED CONSTRUCTION	EXISTING CONSTRUCTION
PROPOSED EASEMENT	EXISTING EASEMENT
PROPOSED RIGHT-OF-WAY	EXISTING RIGHT-OF-WAY
PROPOSED FLOOD ZONE	EXISTING FLOOD ZONE
PROPOSED LOT	EXISTING LOT
PROPOSED ROAD	EXISTING ROAD
PROPOSED RAILROAD	EXISTING RAILROAD
PROPOSED AIRPORT	EXISTING AIRPORT
PROPOSED WATERWAY	EXISTING WATERWAY
PROPOSED UTILITIES	EXISTING UTILITIES
PROPOSED BOUNDARY	EXISTING BOUNDARY
PROPOSED CORNER	EXISTING CORNER
PROPOSED MONUMENT	EXISTING MONUMENT
PROPOSED SURVEY	EXISTING SURVEY



BARGE
DESIGN SOLUTIONS
6525 The Corners Parkway // Unit 450 // Peachtree Corners, Georgia 30092
Phone (770) 515-9411

ALTA/NSPS SURVEY FOR: THE JOINT DEVELOPEMENT AUTHORITY OF JASPER COUNTY
MORGAN COUNTY NEWTON COUNTY AND WALTON COUNTY

A TRACT OF LAND LYING AND BEING IN LAND LOT 105, 1ST DISTRICT, WALTON
COUNTY, GEORGIA

NO.	DATE	DESCRIPTION
1	10/1/10	ORIGINAL SURVEY
2	10/1/10	REVISION 1
3	10/1/10	REVISION 2
4	10/1/10	REVISION 3
5	10/1/10	REVISION 4
6	10/1/10	REVISION 5
7	10/1/10	REVISION 6
8	10/1/10	REVISION 7
9	10/1/10	REVISION 8
10	10/1/10	REVISION 9
11	10/1/10	REVISION 10
12	10/1/10	REVISION 11
13	10/1/10	REVISION 12
14	10/1/10	REVISION 13
15	10/1/10	REVISION 14
16	10/1/10	REVISION 15
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99	10/1/10	REVISION 98
100	10/1/10	REVISION 99

SHEET 2 OF 3
FILE NO 3737600

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of July, 2023 (the “**Effective Date**”), by and between **BAXALTA US INC.**, a Delaware corporation (“**Seller**”), and **MORNING HORNET LLC**, a Delaware limited liability company (the “**Purchaser**”).

RECITALS

A. The Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (the “**Authority**”) owns, in fee simple, certain real property located in Land Lot(s) 105, 106 and 126 of the 1st Land District of Newton County, Georgia, and in Land Lot(s) 102, 105, and 106 of the 1st Land District of Walton County, Georgia including the portion of such property located in Walton County containing approximately 2.53 acres, as more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Land**”). The Authority joins in the execution of this Agreement for the limited purposes set forth in Section 16.17(a) below.

B. Seller owns a leasehold estate in the Land pursuant to that certain Lease Agreement dated as of July 30, 2012 (as amended, the “**Bond Lease**”) between Seller (as successor-in-interest to Baxter Healthcare Corporation), and the Authority, as evidenced by a Short Form of Lease dated July 30, 2012 (as amended, the “**Short Form Lease**”) and recorded in the Clerk’s Office of the Superior Court of Walton County, Georgia (the “**Clerk’s Office**”) in Deed Book 3408, Page 120.

C. The Land is also subject to the terms of that certain Indenture of Trust dated as of July 30, 2012 (the “**Indenture**”) among Seller (as successor-in-interest to Baxter Healthcare Corporation), the Authority and The Bank of New York Mellon Trust Company, P.A. (“**Trustee**”) pertaining to certain bond related obligations of Seller described therein (the “**Bond Obligations**”).

D. Seller desires to sell, and Purchaser desires to buy, the property hereafter described, at the price and on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:

ARTICLE I

PURCHASE AND SALE

1.1 Purchase and Sale. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, at the price and subject to the other terms and conditions hereafter set forth, fee simple title in and to all of the Land, together with any rights and appurtenances pertaining thereto (collectively, the “**Property**”);

ARTICLE II

PURCHASE PRICE; EARNEST MONEY

2.1 Purchase Price. The purchase price (the “**Purchase Price**”) for the Property shall be Ninety-Three Thousand Seven Hundred Fifty and No/100 Dollars (\$93,750.00).

2.2 Earnest Money. Purchaser will deposit with First American Title Insurance Company (“**Escrow Holder**”), the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) within ten (10) days after the Effective Date (the “**Earnest Money Deposit**”), such Earnest Money Deposit to be made in the form of wire transfer or immediately available funds (the Earnest Money Deposit less the Independent Consideration [defined below], is hereinafter referred to as the “**Earnest Money**”). The Earnest Money shall be applied to the Purchase Price, and at Closing, Escrow Holder shall release the Earnest Money to Seller pursuant to the terms of this Agreement. Any interest earned on the Earnest Money shall be paid or credited to party entitled to the Earnest Money (or the applicable portion thereof) hereunder; provided, however, if the transaction closes, at Closing any interest earned on the Earnest Money shall be credited to Purchaser.

2.3 Independent Consideration. At the time Purchaser deposits the Earnest Money Deposit, Escrow Holder shall immediately disburse to Seller \$10.00 (the “**Independent Consideration**”) from the Earnest Money Deposit in consideration of Seller’s execution and delivery of this Agreement and for Purchaser’s right to review and inspect the Property. The Independent Consideration is independent of any other consideration or payment provided for in this Agreement, shall be immediately earned and payable to Seller and non-refundable in all events. Upon receipt of the Independent Consideration, Escrow Holder shall immediately disburse the Independent Consideration to Seller without further instruction from Purchaser. In no event shall the Independent Consideration be credited towards the Purchase Price.

ARTICLE III

SURVEY; TITLE INSURANCE

3.1 Survey. Purchaser has obtained an ALTA/ACSM Land Title Survey of the Property (the “**Updated Survey**”), and Purchaser has delivered to Seller a copy of the Updated Survey. Purchaser shall, at Purchaser’s sole cost and expense, prepare a subdivision plat of the Property (the “**Subdivision Plat**”) to be submitted to the applicable governmental authority, and Seller agrees to cooperate with Purchaser in the preparation, and submission of the Subdivision Plat, including, without limitation, obtaining the Authority’s approval of the Subdivision Plat, in the Authority’s capacity as the then-fee title owner of the Land. Upon the approval of the Subdivision Plat by such applicable governmental authority, Seller and Purchaser agree to record the Subdivision Plat prior to the Deed (as defined below) so that the Property conveyed on the Closing Date comprises a legally subdivided parcel. Any conditions or requirements imposed on the Property or in connection with the approval of the Subdivision Plat shall be satisfactory and acceptable to Purchaser in its reasonable discretion. The legal description of the Land to be incorporated into the Deed shall be by reference to the applicable parcel (of the Land) as set forth in the final Subdivision Plat.

3.2 Title Insurance. Purchaser has obtained (the “**Commitment**”) from First American Title Insurance Company or such other title company selected by any assignee of Purchaser and identified by such assignee prior to Closing (the “**Title Company**”) for the issuance of a title insurance policy naming Purchaser as the insured thereunder (the “**Title Policy**”), and Purchaser has delivered a copy of the Commitment to Seller. If the Commitment and/or Updated Survey discloses any matters that are not acceptable to Purchaser, including, without limitation, Monetary Obligations (hereinafter defined) (each a “**Title Defect**”), Purchaser shall have until the last day of the Investigation Period (as hereafter defined) to notify Seller in writing of any such Title Defect. Seller shall have ten (10) days after the receipt of such written notice (“**Seller’s Response Period**”) to notify Purchaser in writing that Seller shall (i) on or prior to the Closing Date (as hereafter defined), cure or remove the Title Defect or obtain an endorsement to Purchaser’s title insurance policy insuring over the Title Defect or (ii) elect not to cure or remove such Title Defect or obtain an endorsement insuring over such Title Defect. Notwithstanding the foregoing, in all events the Seller shall be obligated to remove or cure the following monetary encumbrances to title other than any lien for real estate taxes not yet due and payable (herein referred to as “**Monetary Objections**” and together with a Title Defect, being collectively, “**Title Exceptions**”): (a) all mechanics’ and materialmen’s liens, any act of work performed at the request of Seller or its the employees, agents, consultants, contractors, designees and representatives of Seller and/or of an affiliate of Seller, specifically excluding from the foregoing NCWSA (herein defined) or Purchaser; (b) all judgments against Seller which have attached to and become a lien against the Property (unless such judgements or liens attached as a result of the actions of NCWSA or Purchaser); (c) all other tax liens against Seller that affect the Property other than any lien for real estate taxes not yet due and payable; and (d) the lien or encumbrance of any deeds to secure debt granted by Seller with respect to the Property (other than those securing the Bond Obligations, which lien shall be removed as a condition of closing, but shall not be subject to being “paid off” at Closing). If Seller elects not to cure or remove, or cannot cure or remove, any such Title Exception, or obtain a title endorsement insuring over such Title Exception, Purchaser may terminate this Agreement upon written notice to Seller within ten (10) days after the earlier of (i) receipt of Seller’s election or (ii) expiration of the Seller’s Response Period, and except for any Surviving Obligations (as hereafter defined), neither Purchaser nor Seller shall have any further rights or obligations hereunder. If Purchaser exercises its termination right under this Section 3.2, the Earnest Money shall be refunded to Purchaser. If Purchaser fails to deliver such written notice within such ten (10)-day period, then Purchaser shall be deemed to have agreed to take title to the Property subject to such Title Exceptions (hereinafter, the “**Permitted Exceptions**”) with no reduction in the Purchase Price. For purposes of this Agreement, the term “**Surviving Obligations**” shall mean all of the respective obligations of the parties under the provisions of any and all of Section 6.3, Section 13.1, and Section 16.14 hereof.

On or before the Closing Date, Purchaser may cause the Title Company to update the Commitment. Purchaser may give written notice of objection to Seller prior to Closing of any exceptions to title in the updated Commitment that were created or caused by Seller and were not of record on the effective date of the Original Commitment (other than the Permanent Water and Sewer Easement [as defined below] to the extent not recorded as of April 9, 2023¹, and Seller shall be obligated to cause any such additional title exceptions to be deleted so that the Property may be

¹ Is there an updated Commitment?

conveyed to Purchaser free and clear of any such additional exceptions. The failure by Seller to cause such additional title exceptions (other than the Permanent Water and Sewer Easement) to be removed of record prior to Closing shall constitute a default by Seller under this Agreement.

3.3 Permanent Water and Sewer Easement. Purchaser acknowledges that Seller has entered into and caused the Authority to grant a permanent easement for the construction, maintenance, repair and replacement of a water and sewer line and related improvements as an encumbrance on the Property and other portions of Seller's Land immediately adjacent to the Property (the "**Permanent Water and Sewer Easement**"), which Permanent Water and Sewer Easement has been recorded in the Walton County Clerk's Office in Deed Book 5268, Page 198 and in the Newton County Clerk's Office in Deed Book 4478, Page 731.

3.4 Conveyance by the Authority. Seller shall request that the Authority convey and release the Property to Seller on or before the Closing Date so that Seller can convey the Property to Purchaser at Closing, and Seller agrees to diligently pursue such approval of the Authority to convey the Property to Seller, free and clear of any Bond Obligations. The failure of Authority to agree to convey the Property to Seller shall not be a default by Seller hereunder, but would be a failure of the condition of closing described in Article VIII below.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser the following, which representations and warranties shall be true and correct in all material respects as of the date hereof and, adjusted as provided herein, as of the Closing Date:

(a) Seller has not received any notice from any governmental body having jurisdiction over the Property as to the violation of the Property of any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, or requirements, except as disclosed by Seller to Purchaser on Exhibit "D" attached hereto.

(b) Seller has not, to its knowledge, received written notice from any governmental agency of any existing violation of Environmental Laws (as hereinafter defined) related to the Property except as disclosed on Exhibit "D" attached hereto. The term "**Environmental Laws**" includes, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations and guidelines as of the date of this Agreement, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials. The term "**Hazardous Materials**" includes petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), asbestos and asbestos containing materials and any substance, material waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law.

(c) Seller has not received written notice of any litigation or proceeding relating to the Property.

(d) Seller has not received any notice from any governmental authority of any pending or threatened condemnation or similar proceeding relating to the Property.

(e) Seller is validly existing under the laws of the State of Delaware with the full power and authority to perform its obligations hereunder.

(f) The execution, delivery and performance by Seller of this Agreement has been duly and validly authorized by all requisite action on the part of the Seller. This Agreement is intended as the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms.

(g) None of the execution, delivery or performance of this Agreement by Seller does or will, with or without the giving of notice, lapse of time or both, violate, conflict with, constitute a default or result in a loss of rights under or require the approval or waiver of any entity under (1) the organizational documents of Seller or any material agreement, instrument or other document to which Seller is a party or by which Seller is bound, or (2) any judgment, decree, order, statute, injunction, rule, regulation or the like of a governmental unit applicable to Seller.

(h) (1) Seller is not, nor to the Seller's actual knowledge is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"); (2) Seller is not (nor to the Seller's actual knowledge, is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (3) neither Seller (nor, to the Seller's actual knowledge, any person, group, entity or nation which owns or controls Seller, directly or indirectly) has conducted or will conduct business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including without limitation any assignment of this Agreement or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person;

(i) To the best of Seller's knowledge, subject to the Permitted Exceptions and the documents relating to the Bond Obligations, Seller has no written obligation to any governmental or quasi-governmental entities or any other person or entity which commitment relates to the Property and would survive Closing and be a binding obligation of the Purchaser thereafter, in each case to pay or contribute property or money or to construct, install or maintain any improvements on the Property.

(j) To the best of Seller's knowledge, and subject to the Permitted Exceptions and the documents relating to the Bond Obligations, Seller is not a party to any leases, options, rights of first refusal, service contracts, management agreements, or other agreements or instruments in force or effect that grant to any person or entity any right, title, interest, or benefit

in or to all or any part of the Property or which will be binding on the Property or Purchaser after the Closing Date;

4.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller the following, which shall be true and correct as of the date hereof, and as remade by Purchaser on the Closing Date pursuant to Section 9.2(c):

(a) Purchaser is a limited liability company duly organized and validly existing under the laws of the State of Delaware with the full power and authority to perform its obligations hereunder.

(b) The execution, delivery and performance by Purchaser of this Agreement has been duly and validly authorized by all requisite action on the part of the Purchaser. This Agreement is intended as the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms.

(c) None of the execution, delivery or performance of this Agreement by Purchaser does or will, with or without the giving of notice, lapse of time or both, violate, conflict with, constitute a default or result in a loss of rights under or require the approval or waiver of any entity under (1) the organizational documents of Purchaser or any material agreement, instrument or other document to which Purchaser is a party or by which Purchaser is bound, or (2) any judgment, decree, order, statute, injunction, rule, regulation or the like of a governmental unit applicable to Purchaser.

(d) (1) Purchaser is not, nor to the Purchaser's actual knowledge is it owned or controlled directly or indirectly by a Prohibited Person; (2) Purchaser is not (nor to the Purchaser's actual knowledge, is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (3) neither Purchaser (nor, to the Purchaser's actual knowledge, any person, group, entity or nation which owns or controls Purchaser, directly or indirectly) has conducted or will conduct business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including without limitation any assignment of this Agreement or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person.

4.3 Subsequent Variances in Representations and Warranties of Seller.

(a) In the event at any time prior to Closing, Seller or Purchaser learns or has reason to believe that any of the representations and warranties by Seller under Section 4.1 above are no longer accurate (or will not be accurate at Closing, as the case may be), such party (the "**Notifying Party**") shall promptly notify the other party (the "**Recipient Party**") by a written notice (a "**Variance Notice**") and, in the Variance Notice, specify the factors rendering or likely to render such representation and warranty inaccurate (the "**Variance**"). Within ten (10) days of delivering or receiving a Variance Notice, the Notifying Party shall deliver to the Recipient Party written notice whether it has elected to cure the underlying facts or circumstances causing the Variance (it being agreed that the failure to deliver such notice shall be deemed the Notifying Party's election not to cure the Variance). If either party elects to cure the Variance, such party will effectuate the cure on or before the Closing.

(b) If Seller elects not to cure the Variance, this Agreement shall, at the sole election of Purchaser exercisable by written notice to Seller delivered not later than five (5) days after Seller has, or has been deemed to have, elected not to cure the Variance, be terminated, whereupon the Earnest Money shall be paid to Purchaser and the parties shall have no further rights or obligations hereunder except with respect to the Surviving Obligations. However, if Purchaser does not terminate this Agreement, the representations and warranties in Section 4.1 shall be deemed to be modified by the Variance.

4.4 Survival of Representations and Warranties. The representations and warranties set forth in Sections 4.1 and 4.2 above shall be deemed to have been remade on and as of the Closing Date and shall survive Closing for a period of three (3) months (the “**Survival Period**”). Further, notwithstanding anything to the contrary herein, after the Survival Period, Purchaser shall make no claim against Seller for any breach of any representation or warranty of Seller under this Agreement or any Closing document executed by Seller. Additionally, notwithstanding anything herein to the contrary, the liability of Seller under this Agreement and the Closing documents shall not exceed, in the aggregate, an amount equal to the Purchase Price, and Seller shall have no liability whatsoever to Purchaser after the Survival Period, except with respect to claims made by Purchaser prior to the expiration of the Survival Period.

ARTICLE V

COVENANTS

5.1 Seller’s Covenants. From and after the expiration of the Effective Date and until the date of the termination of this Agreement or Closing:

(a) Seller will not sell, transfer, convey, lease or encumber or authorize the Authority to sell, transfer, convey, lease or encumber the Property, or any part thereof or interest therein.

(b) Seller will promptly notify Purchaser in writing of any litigation or governmental proceeding to which Seller becomes a party or which affects the Property or any part thereof, and/or any actual or alleged violation of law with respect to the Property of which Seller receives written notice.

(c) Seller shall not offer to make, make, promise, authorize or accept any payment or give anything of value, including but not limited to bribes, either directly or indirectly to any public official, regulatory authority or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage, or obtain or retain business; and (ii) shall comply with all applicable anti-corruption and anti-bribery laws.

5.2 Purchaser’s Covenants. Within thirty (30) days after Closing, Purchaser shall use all reasonable efforts to obtain necessary approvals required under the First Amended and Restated Declaration of Restrictive Covenants for Stanton Springs recorded on March 1, 2018 (collectively, the “**REA Fence Approvals**”) to construct upon the Property a permanent fence with an access gate in the location approximately depicted on Exhibit “E” attached hereto and incorporated herein

by reference. Purchaser may elect to seek the REA Fence Approvals prior to Closing, in which case Seller shall use commercially reasonable efforts to cooperate to finalize and obtain any such REA Fence Approvals for the permanent fence. Purchaser shall use commercially reasonable efforts to cause the construction of such permanent fence and access gate to be completed within sixty (60) days after the originally named Purchaser (i.e., Morning Hornet LLC) completes construction of its improvements on the Property, subject to force majeure events, in accordance with the REA Fence Approvals and applicable laws, but in any event within six (6) months after the date of Closing, unless otherwise approved by Seller in writing. In addition, Purchaser covenants that it (i) shall not offer to make, make, promise, authorize or accept any payment or give anything of value, including but not limited to bribes, either directly or indirectly to any public official, regulatory authority or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage, or obtain or retain business; and (ii) shall comply with all applicable anti-corruption and anti-bribery laws.

ARTICLE VI

INVESTIGATION OF PROPERTY

6.1 **Investigation Period.** Commencing on the Effective Date and continuing for a period of thirty (30) days thereafter (the “**Investigation Period**”). Seller agrees to allow Purchaser, including the employees, agents, consultants, contractors, designees and representatives of Purchaser and/or of an affiliate of Purchaser (the foregoing, collectively, “**Purchaser Representatives**”), to access the Property for the limited purpose of conducting various non-intrusive property inspections, including physical inspections, testing, studies, surveys, investigations, and environmental and engineering inspections (collectively, the “**Inspections**”), subject to the following terms and conditions:

(a) Subject to compliance with the Security Procedures (defined below), Purchaser and the Purchaser Representatives shall have the right to enter upon the Property from time to time in accordance with this Agreement, which shall be at Purchaser’s sole cost and expense. Such notice shall include the names of all Purchaser and Purchaser Representatives that intend to be on site for the Inspections; provided, however, the foregoing names provided in accordance with this subsection (a) do not have to be identical to the names provided by Purchaser in accordance with subsection (b) below in order for such notice to be deemed effective. Purchaser shall conduct its Inspections in accordance with all applicable laws and regulations, including but not limited to erosion control requirements, and will make diligent efforts to minimize any interference with, or disruption of, existing operations on the Property as a result of the Inspections. Purchaser shall, at its expense, repair any physical damage to the Property caused by any Inspection on the Property, and shall restore the Property to substantially the same condition in which it existed prior to such Inspection; provided, however, that originally named Purchaser (i.e., Morning Hornet LLC) shall have no obligation to repair damage caused by the acts or omissions of Seller, the Authority, the Newton County Water and Sewerage Authority (“**NCWSA**”) (unless such damage by NCWSA was caused in connection with such originally named Purchaser’s or any of such Purchaser’s Representative’s authorization of NCWSA to go upon the Property), or their respective employees, agents, consultants, contractors, and representatives or to remediate, remove, contain, abate, or control any condition of the Property that existed prior to Purchaser’s

entry thereon, except to the extent directly caused by the acts or omissions of Purchaser or Purchaser Representatives which exacerbate such pre-existing condition.

(b) Purchaser shall provide to Seller not less than two (2) Business Days' notice prior to Purchaser or Purchaser's Representatives entering upon the Property to perform the Inspections. In addition, Purchaser shall comply with the security procedures required by Seller in connection with the Property, to the extent such security procedures have been provided by Seller to Purchaser in writing in connection with this Agreement (as the same may be reasonably modified from time to time in writing, the "**Security Procedures**"). Without limiting the generality of the foregoing, in addition to the two (2) business day notice required by the first sentence of this subsection (b), immediately before accessing the Property, Purchaser or Purchaser Representatives shall provide concurrent written (which may be by email as directed in the Security Procedures) and telephonic notice (as directed in the Security Procedures) of the intent of Purchaser and/or Purchaser Representatives to come upon the Property, which notices shall include the names of all Purchaser Representatives that will be on-site for such Inspections.

6.2 Purchaser's Right to Terminate. If Purchaser is not satisfied in any respect with Purchaser's investigations and inspection of the Property in Purchaser's sole and absolute discretion, Purchaser may, at Purchaser's sole election, terminate this Agreement by delivering written notice of such election to Seller and Escrow Holder not later than the last day of the Investigation Period (the "**Election Notice**"). If Purchaser fails to deliver the Election Notice on or before the last day of the Investigation Period, Purchaser's right to terminate this Agreement pursuant to this Section 6.2 shall be waived.

6.3 Indemnification. Purchaser agrees to indemnify and hold Seller and the Authority free and harmless from and against any and all losses, damages, claims, liens, costs, expenses (including reasonable outside attorneys' fees), liabilities, and judgments, without duplication (generally, "**Inspection Damages**") arising from (a) actual physical damage to the Property or injury to persons resulting from the entry onto the Property by Purchaser Representatives in connection with this Agreement, or (b) Purchaser's breach of any of the terms of this Agreement. Without limiting the generality of the foregoing indemnity, Purchaser shall keep the Property free and clear of any mechanic's or other lien which may be recorded or threatened against the Property by any party providing labor, materials, or services in connection with the Inspections. Notwithstanding the foregoing, nothing contained in this indemnity shall be interpreted as imposing any liability or obligation on the part of Purchaser with respect to (i) any Inspection Damages, to the extent incurred or caused by the acts of Seller, the Authority, or their respective agents or representatives; (ii) any pre-existing conditions of the Property, including without limitation any existing environmental condition (other than any Inspection Damages if and to the extent incurred or caused by the exacerbation of such pre-existing condition by Purchaser or Purchaser Representatives); (iii) the diminution of fair market value of the Property resulting from the information disclosed by any of the Inspections; (iv) any Inspection Damages other than actual damages (such non-indemnified damages to include, without limitation, consequential damages, lost profits, special damages, or punitive damages); and/or (v) any damages to the extent caused by the acts or omissions of NCWSA or its agents or representatives on the Property unless and to the extent such damages were caused in connection with Purchaser's or any of Purchaser's Representatives' authorization of NCWSA to go upon the Property. Further, nothing contained in this Agreement shall be interpreted as imposing any liability or obligation on the part of Purchaser

with respect to loss of or damage to crops or loss of rental income from the Property. If Purchaser elects to terminate this Agreement, such obligations set forth in this Section 6.3 shall survive the termination of this Agreement for a period of twenty-four (24) months.

6.4 As-Is Condition of the Property. PURCHASER HEREBY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1 OR IN THE CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING, NOR ANY PERSON ACTING ON BEHALF OF SELLER, NOR ANY PERSON OR ENTITY WHICH PREPARED OR PROVIDED ANY OF THE MATERIALS REVIEWED BY PURCHASER IN CONDUCTING ITS DUE DILIGENCE, NOR ANY DIRECT OR INDIRECT OFFICER, DIRECTOR, PARTNER, MEMBER, SHAREHOLDER, EMPLOYEE, AGENT, REPRESENTATIVE, ACCOUNTANT, ADVISOR, ATTORNEY, PRINCIPAL, AFFILIATE, CONSULTANT, CONTRACTOR, SUCCESSOR, OR ASSIGN OF ANY OF THE FOREGOING PARTIES (SELLER, SELLER RELATED PARTIES, AND ALL OF THE OTHER PARTIES DESCRIBED IN THE PRECEDING PORTIONS OF THIS SENTENCE (OTHER THAN PURCHASER) SHALL BE REFERRED TO HEREIN COLLECTIVELY AS THE “**EXCULPATED PARTIES**”) HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY ORAL OR WRITTEN REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE PROPERTY, THE PERMITTED USE OF THE PROPERTY, OR THE ZONING AND OTHER LAWS, REGULATIONS, AND RULES APPLICABLE THERETO, OR THE COMPLIANCE BY THE PROPERTY THEREWITH, THE REVENUES AND EXPENSES GENERATED BY OR ASSOCIATED WITH THE PROPERTY, OR OTHERWISE RELATING TO THE PROPERTY OR THE TRANSACTIONS CONTEMPLATED HEREIN. PURCHASER FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE DOCUMENTS DELIVERED BY SELLER AT CLOSING, ALL MATERIALS WHICH HAVE BEEN PROVIDED BY ANY OF THE EXCULPATED PARTIES HAVE BEEN PROVIDED WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED AS TO THEIR CONTENT, SUITABILITY FOR ANY PURPOSE, ACCURACY, TRUTHFULNESS, OR COMPLETENESS AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE DOCUMENTS DELIVERED BY SELLER AT CLOSING, PURCHASER SHALL NOT HAVE ANY RECOURSE AGAINST SELLER OR ANY OF THE OTHER EXCULPATED PARTIES IN THE EVENT OF ANY ERRORS THEREIN OR OMISSIONS THEREFROM. PURCHASER IS ACQUIRING THE PROPERTY BASED SOLELY ON ITS OWN INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY SELLER, OR ANY OF THE OTHER EXCULPATED PARTIES, EXCEPT FOR THE REPRESENTATIONS, WARRANTIES, AND COVENANTS EXPRESSLY SET FORTH HEREIN OR IN SELLER’S BRING DOWN CERTIFICATE AND THE DEED. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE DOCUMENTS DELIVERED BY SELLER AT CLOSING, PURCHASER EXPRESSLY DISCLAIMS ANY INTENT TO RELY ON ANY SUCH MATERIALS PROVIDED TO IT BY SELLER IN CONNECTION WITH ITS DUE DILIGENCE AND AGREES THAT IT SHALL RELY SOLELY ON ITS OWN INDEPENDENTLY DEVELOPED OR VERIFIED INFORMATION.

ARTICLE VII

ESCROW AND CLOSING

7.1 Escrow. This Agreement shall serve as escrow instructions to Escrow Holder to consummate the purchase and sale contemplated hereunder, and Escrow Holder joins in the execution of this Agreement for the limited purposes of approving the terms and conditions of this Article VII and Article XV below. Escrow Holder's approval or signature shall not be required for any amendment to this Agreement unless, and only to the extent, such amendment modifies the terms of Article XV hereof.

7.2 Closing. Provided this Agreement has not theretofore been terminated pursuant to the terms hereof, the closing hereunder (the "**Closing**") shall occur through an escrow with Escrow Holder and shall take place on a date mutually agreeable to the parties, but no later than sixty (60) days following the expiration of the Investigation Period (the "**Closing Date**"), which may be reasonably extended by the mutual written agreement of the Parties if the conditions of Closing described in Article VIII have not been satisfied or waived by the outside scheduled Closing Date.

ARTICLE VIII

CONDITIONS TO CLOSING

8.1 Purchaser's Conditions to Closing. Purchaser shall not be obligated to proceed with the Closing unless and until each of the following conditions have been fulfilled or waived in writing by Purchaser:

(a) On the Closing Date, all of the covenants and agreements to be complied with or performed by Seller under this Agreement on or before the Closing shall have been complied with or performed in all material respects;

(b) The representations and warranties made by Seller in this Agreement shall be true and complete in all material respects on and as of the Closing Date;

(c) JDA shall have granted the REA Fence Approvals;

(d) Seller shall have received from the Authority (i) a deed conveying the Land to Seller, (ii) an amendment to the Bond Lease modifying the premises thereunder to exclude the Land, and (iii) the modification of any documents securing the Bond Obligations to release the Land from the liens thereunder;

(e) The Subdivision Plat shall be recorded on or before the Closing Date, but in all events prior to recordation of the Deed;

(f) NCWSA has accepted the assignment of this Agreement pursuant to Section 16.9 of this Agreement, which condition shall be deemed waived if not satisfied by August 31, 2023.

8.2 Seller's Conditions to Closing. Seller shall not be obligated to proceed with the Closing unless and until each of the following conditions have been fulfilled or waived in writing by Seller:

- (a) Escrow Holder shall be prepared to release to Seller all amounts to be paid to Seller at Closing pursuant to the provisions of this Agreement;
- (b) On the Closing Date, all of the covenants and agreements to be complied with or performed by Purchaser under this Agreement on or before the Closing shall have been complied with or performed in all material respects;
- (c) The representations and warranties made by Purchaser in this Agreement shall be true and complete in all material respects on and as of the Closing Date;
- (d) Seller shall have received from the Authority (i) a deed conveying the Land to Seller, (ii) an amendment to the Bond Lease modifying the premises thereunder to exclude the Land, and (iii) the modification of any documents securing the Bond Obligations to release the Land from the liens thereunder; and
- (e) JDA shall have granted the REA Fence Approvals.

ARTICLE IX

CLOSING DELIVERIES

9.1 Seller's Closing Deliveries. On or before one (1) business day immediately preceding the Closing Date (the "**Pre-Closing Date**"), Seller shall deposit or cause to be deposited with Escrow Holder each of the following instruments and documents:

- (a) A duly executed and recordable limited warranty deed in the form of **Exhibit "B"** attached hereto (the "**Deed**"), subject to the Permitted Exceptions;
- (b) Owner's Affidavit in favor of the Title Company substantially in a form of **Exhibit "C"** as to certain facts relevant to the determination by the Title Company as to the condition of title;
- (c) An affidavit stating Seller's U.S. taxpayer identification number and that Seller is a "United States person", as defined by Internal Revenue Code Section 1445(f)(3) and Section 7701(b), as applicable;
- (d) A settlement statement (the "**Settlement Statement**") setting forth prorations, taxes and other monies to be paid by each party at Closing;
- (e) A certificate re-affirming Seller's representations and warranties as if made on the Closing Date (subject to the disclosure of any Variances relating thereto) subject to the survival provisions of Section 4.4 above; and

(f) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

9.2 Purchaser's Closing Deliveries. On or before the Pre-Closing Date, Purchaser shall deposit or cause to be deposited with Escrow Holder the following:

(a) The balance of the Purchase Price (i.e., less the Earnest Money, plus or minus prorations and adjustments), and such funds as are required to pay Purchaser's share of expenses under Section 12.2 of this Agreement;

(b) The Settlement Statement;

(c) A certificate re-affirming Purchaser's representations and warranties as if made on the Closing Date, subject to the survival provisions of Section 4.4 above and subject to any factual differences that result from an assignment of this Agreement by the originally named Purchaser (i.e., Morning Hornet LLC) pursuant to Section 16.9 below; and

(d) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

ARTICLE X

PRORATIONS AND ADJUSTMENTS

10.1 Prorations and Adjustments. The following shall be prorated and adjusted between Seller and Purchaser as of midnight of the day preceding the Closing such that Seller bears the expense of, and receives the income of, the Property through, but not after, the day preceding the Closing, except as otherwise specified:

(a) All accrued but unpaid real estate taxes (as payment in lieu of real estate taxes) will be prorated on the basis of the most recently ascertainable taxes for the Property.

(b) All other items customarily prorated or required by any other provision of this Agreement to be prorated or adjusted.

If the parties make any errors in the closing pro-rations or if they subsequently determine any dollar amount prorated to be incorrect, Purchaser and Seller agree, upon notice from the other within six (6) months after the Closing, to make any adjustment necessary to correct the error, including payment of any amount to the other then determined to be owing.

ARTICLE XI

DEFAULT

11.1 Purchaser's Default. If Purchaser fails to consummate this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller

or Purchaser as herein expressly provided, or if Purchaser otherwise defaults under this Agreement and fails to cure such default within fifteen (15) days after notice thereof is delivered to Purchaser, then Seller's sole and exclusive remedy shall be to immediately terminate the Agreement and receive and retain the Earnest Money and all interest earned thereon as liquidated damages (and not a penalty or forfeiture), and neither party shall have any further liability or obligation to the other, except for any Surviving Obligations. The liquidated damages referred to above shall be deemed to be Seller's sole and exclusive remedy in damages. The parties agree that this is a reasonable sum considering all of the circumstances existing on the date hereof, including the relationship of the sum to the range of harm to Seller that reasonably could be anticipated, and the anticipation that proving actual damages would be costly, impractical and extremely difficult. The provisions of this Section 11.1 shall not limit in any manner Purchaser's indemnification obligations set forth in Section 6.3 and Section 13.1 and Section 16.15 of this Agreement which expressly survive such termination, and shall not limit Seller's remedies for Purchaser's failure to comply with the obligations set forth in Section 5.2 (subject to Section 4.3) of this Agreement.

11.2 Seller's Default. In the event Seller fails to consummate this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, or if Seller otherwise defaults under this Agreement and fails to cure such default within fifteen (15) days after notice thereof is delivered to Seller, Purchaser may, at its option, as Purchaser's sole and exclusive remedy (i) terminate this Agreement, whereupon the Earnest Money and all interest accrued thereon shall be returned and paid to Purchaser, and neither party shall have any further liability or obligation to the other, except for any Surviving Obligations, or (ii) assert and seek judgment for specific performance, or (iii) recover from Seller, Purchaser's actual out-of-pocket expenses incurred in entering into this Agreement or investigating and attempting to acquire the Property, not to exceed Twenty-Five Thousand Dollars (\$25,000.00).

ARTICLE XII

EXPENSES

12.1 Seller's Expenses. Seller shall pay at or prior to Closing (i) any transfer taxes payable in connection with the transaction contemplated by this Agreement and the recordation of the Deed; and (ii) all fees and costs relating to the curing and/or release of any Monetary Objections (subject to the terms of Section 3.2).

12.2 Purchaser's Expenses. Purchaser shall pay (or cause to pay) at or prior to Closing (i) the premium for its owner's title policy and any endorsements thereto and any costs or expenses for the Commitment and updates thereto; (ii) any escrow fees charged by Escrow Holder; and (iii) the cost for the Subdivision Plat and the Updated Survey.

12.3 Miscellaneous Closing Costs. Except as set forth in Section 16.14 hereof, each of the parties hereto shall bear and pay the fees and disbursements of its own counsel, accountants, and other advisors in connection with the negotiation and preparation of this Agreement and the Closing.

ARTICLE XIII

BROKERS

13.1 **Brokers.** Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller that there is no broker, finder, or intermediary of any kind with whom such party has dealt in connection with this transaction. Seller agrees to indemnify and hold harmless Purchaser, and Purchaser agrees to indemnify and hold harmless Seller, against and from all claims, demands, causes of action, judgments, and liabilities which may be asserted or recovered for fees, commissions, or other compensation claimed to be due to any party with whom the indemnifying party may have dealt in connection with this transaction, including costs and reasonable attorneys' fees incident thereto. The parties hereto agree that the foregoing obligations of indemnification shall survive the Closing hereunder or the expiration or termination of this Agreement, however caused.

ARTICLE XIV

DESTRUCTION OF IMPROVEMENTS; CONDEMNATION; CONDITION OF PROPERTY

14.1 **Loss.** If, prior to Closing, the improvements on the Property, if any, are materially damaged or destroyed, Seller shall notify Purchaser of such damage or destruction, and Purchaser shall have the right to elect within five (5) days from and after receipt of such notice (and the Closing shall be extended as necessary to afford Purchaser the entire five (5)-day period if it is entitled to make such election), by written notice to Seller, either: (i) to terminate this Agreement, in which event the Earnest Money shall be paid to Purchaser and, except for any Surviving Obligations, neither party shall have any further liability or obligation hereunder; or to close the transaction contemplated hereby without a reduction in purchase price. If Purchaser does not make such election within the aforesaid five (5)-day period, Purchaser shall be deemed to have elected to close the transaction contemplated hereby in accordance with clause (ii) of this subsection (a).

14.2 **Condemnation.** In the event of the actual or threatened taking, by exercise of right of eminent domain, of all or any part of the Property, Seller will give Purchaser prompt notice (a "**Condemnation Notice**") of such event. If prior to the Closing Date, the Property shall be taken or threatened to be taken by exercise of right of eminent domain, then Purchaser may elect to terminate its obligations under this Agreement by written notice to such effect given to Seller within five (5) days after Seller has delivered to Purchaser the Condemnation Notice, in which event the Earnest Money shall be returned to Purchaser and, except for any Surviving Obligations, neither party shall have any further liability or obligation hereunder. If, under such circumstances, Purchaser does not so elect to terminate its obligations hereunder, then the parties shall close the transaction contemplated hereby without a reduction in Purchase Price and, at the Closing, Seller shall assign to Purchaser all of Seller's right, title and interest in and to any condemnation award which may be payable to Seller on account of condemnation of the Property. For purposes of this Section 14.2, the term "taking" shall include temporary as well as permanent takings.

ARTICLE XV

EARNEST MONEY PROVISIONS

15.1 **Refund of Earnest Money.** If Purchaser elects to terminate this Agreement pursuant to Section 6.2, Escrow Holder shall release the Earnest Money to the Purchaser one (1) business day following receipt of the Election Notice from Purchaser (if the current investment cannot be liquidated in one [1] business day, the Earnest Money shall be paid to the Purchaser as soon as reasonably possible) and, except for any Surviving Obligations, neither party shall have any further obligation or liability hereunder.

15.2 Upon a termination of this Agreement other than as described in above in the first paragraph of this **Section 15.1** , either party to this Agreement (the “**Terminating Party**”) may give written notice to the other party (the “**Non-Terminating Party**”) and the Escrow Holder of such termination and the reason for such termination. Such request shall also constitute a request for the release of the Earnest Money to the applicable party as set forth herein. The Non-Terminating Party shall then have five (5) business days in which to object in writing to the release of the Earnest Money. If the Non-Terminating Party provides such a written objection, then the Escrow Holder shall retain the Earnest Money until it receives written instructions executed by both Seller and Purchaser as to the disposition and disbursement of the Earnest Money, or until ordered by final court order, decree or judgment, which is not subject to appeal, to deliver the Earnest Money to a particular party, in which event the Earnest Money shall be delivered in accordance with such notice, instruction, order, decree or judgment.

15.3 **Defaults and/or Disputes.** In the event any party to the transaction underlying this Agreement shall tender any performance after the time when such performance was due, Escrow Holder may proceed under this Agreement after giving written notice to both parties, unless one of the parties to this Agreement shall give to the Escrow Holder written direction to stop further performance of the Escrow Holder’s functions hereunder within two (2) business days after receipt of such notice by Escrow Holder. In the event written notice of default or dispute is given to the Escrow Holder by any party, or if Escrow Holder receives contrary written instructions from any party after the Investigation Period, the Escrow Holder will promptly notify all parties of such notice. Thereafter, Escrow Holder will decline to disburse funds or to deliver any instrument or otherwise continue to perform its escrow functions, except upon receipt of a mutual written agreement of the parties or upon an appropriate order of court. In the event of a dispute, the Escrow Holder is authorized to deposit the escrow into a court of competent jurisdiction for a determination as to the proper disposition of said funds. In the event that the funds are deposited in court, the Escrow Holder shall be entitled to file a claim in the proceeding for its costs and counsel fees, if any.

15.4 **Performance of Duties.** In performing any of its duties under this Agreement, or upon the claimed failure to perform its duties hereunder, Escrow Holder shall not be liable to anyone for any damages, losses or expenses which may occur as a result of Escrow Holder so acting, or failing to act; provided, however, Escrow Holder shall be liable for damages arising out of its willful default or gross negligence under this Agreement. Accordingly, Escrow Holder shall not incur any such liability with respect to (i) any good faith act or omission upon advice of counsel given with respect to any questions relating to the duties and responsibilities of Escrow Holder

hereunder, or (ii) any good faith act or omission in reliance upon any document, including any written notice or instructions provided for in the Agreement, not only as to its due execution and to the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Holder shall in good faith believe to be genuine, to have been signed or presented by the proper person or persons and to conform with the provisions of this Agreement.

15.5 Limitation on Escrow Holder's Liability. The parties acknowledge that Escrow Holder is acting solely as a stakeholder at their request and for their convenience, that Escrow Holder shall not be deemed to be the agent of either of the parties, and that Escrow Holder shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its negligent acts and for any loss, cost or expense incurred by Seller or Purchaser resulting from Escrow Holder's mistake of law respecting the Escrow Holder's scope or nature of its duties. Seller and Purchaser shall jointly and severally indemnify and hold Escrow Holder harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of Escrow Holder's duties hereunder, except with respect to actions or omissions taken or made by the Escrow Holder in bad faith, in disregard of this Agreement or involving negligence on the part of Escrow Holder.

15.6 Escrow Fee. Except as expressly provided herein to the contrary, the escrow fee, if any, charged by Escrow Holder for holding the Earnest Money or conducting the Closing shall be shared equally by Seller and Purchaser.

ARTICLE XVI

MISCELLANEOUS

16.1 Entire Agreement. This Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

16.2 Amendment. This Agreement may be amended only by a written memorandum subsequently executed by all of the parties hereto.

16.3 No Waiver. Except as expressly provided herein, no waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act or default.

16.4 Time of the Essence. Time is of the essence in the performance of each of the parties obligations contained in this Agreement.

16.5 Computation of Time. In the computation of any period of time provided for in this Agreement or by law, time periods will expire at 5:00 p.m. Atlanta, Georgia time, the day of the act or event from which said period of time runs shall be excluded, and the last day of such

period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

16.6 Partial Invalidity. In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision has not been included herein, as the case may be; provided, however, that Seller shall have no obligation to convey the Property to the Purchaser unless the Purchase Price is paid.

16.7 Headings. Headings of Sections are for convenience of reference only, and shall not be construed as a part of this Agreement.

16.8 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

16.9 Assignment. This Agreement may not be assigned by Purchaser without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion; provided, however, that Purchaser may assign this Agreement without Seller's consent at least ten (10) days prior to Closing, to an Affiliate or to NCWSA pursuant to an instrument whereby the assignee agrees to be bound by the terms of this Agreement, expressly including the terms and conditions of Section 6.4 and the covenants in Section 5.2, a copy of such assignment shall be delivered to Seller at least ten (10) days prior to Closing. For the purposes of this Section 16.9, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with the Purchaser, or (b) an entity at least fifty-one percent (51%) of whose economic interest is owned by Purchaser, and the term "control" means the power to direct in management of such entity through voting rights, ownership or controlled obligations. The assignment of this Agreement shall not release the originally named Purchaser (i.e., Morning Hornet LLC) or any subsequent Purchaser hereunder from the obligations of Purchaser hereunder, including the post-closing obligations under Section 5.2 of this Agreement and the indemnification obligations under Section 6.3 of this Agreement.

16.10 Notices. All notices (including, without limitation, approvals, consents and exercises of rights or options) required or permitted to be given hereunder shall be in writing and shall be served on the parties at the addresses set forth below or to such other address as the party entitled to receive such notice may, from time to time hereinafter, designate by giving written notice pursuant hereto. Any such notice shall be either (1) (a) sent by personal delivery, in which case notice shall be deemed delivered upon receipt, (b) sent by certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed delivered only upon actual delivery (or attempted delivery which is refused), (c) sent by overnight delivery using a nationally recognized overnight courier (e.g., Federal Express) with overnight delivery charges provided for in a manner satisfactory to such courier, in which case notice shall be deemed delivered one business day after deposit with such courier, in any case, with a copy of such notice contemporaneously sent via Electronic Transmission (*defined below*), or (2) sent by Electronic Transmission only, in which case notice shall be deemed delivered at the time of confirmation, except that notices confirmed after 4:00 pm in the recipient's time zone will be deemed delivered

on the next business day. Notices given by counsel to the Purchaser shall be deemed given by Purchaser, and notices given by counsel to the Seller shall be deemed given by Seller. “**Electronic Transmission**” means a form of communication that (A) does not directly involve the physical transmission of paper, (B) creates a record that may be retained, retrieved, and reviewed by the recipient, and (C) may be directly reproduced in paper form by the recipient through an automated process.

If to Purchaser: Morning Hornet LLC
1 Hacker Way
Menlo Park, California 94025
Attn: Infrastructure – Data Center Portfolio Manager
Email: _____

with a copy to: Morning Hornet LLC
1 Hacker Way
Menlo Park, California 94025
Attn: Data Center Counsel

with a copy to: Seyfarth Shaw LLP
1075 Peachtree Street NE
Suite 2500
Atlanta, Georgia 30309-3962
Attn: Tamaron Houston, Esq.
Email: thouston@seyfarth.com

If to Seller: Baxalta US Inc.
505 Shire Parkway
Social Circle, GA 30025
Attn: Cyril Buckley
Site Head Covington
Email: _____

with a copy to: Takeda Pharmaceuticals U.S.A., Inc.
500 Kendall Street
Cambridge, MA 02142
Attn: Ken Doyle
Real Estate Center of Excellence
Email: _____

with a copy to: Takeda Pharmaceuticals U.S.A., Inc.
95 Hayden Avenue
Lexington, MA 02421
Attn: US Regional General Counsel
Email: _____

with a copy to: Troutman Pepper Hamilton Sanders LLP
600 Peachtree Street, NE, Suite 3000
Atlanta, GA 30308
Attn: John E. Buehner, Esq.
Email: john.buehner@troutman.com

If to Escrow
Holder/Title
Company: First American Title Insurance Company
3455 Peachtree Rd NE,
Suite 1700
Atlanta, Georgia 30326

Attn: _____
Email: _____

16.11 Governing Law. This Agreement shall be governed in all respects by the internal laws of Georgia.

16.12 Counterparts; Execution. This Agreement and any amendments hereto may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as but a single instrument. This Agreement and any amendments hereto may be executed by facsimile signature or scanned e-mail signature, all of which are adopted by the parties as being as effective as original “wet-ink” signatures.

16.13 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

16.14 Attorneys’ Fees. In the event of any litigation between the parties with respect to this Agreement, the Escrow Money Deposit, the performance of their obligations hereunder or the effect of a termination under this Agreement, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation including, without limitation, reasonable attorneys’ fees. Both one who prosecutes a claim successfully and one who successfully defends against a claim will be deemed a “prevailing party” for the purposes of the preceding sentence. Notwithstanding any provisions of this Agreement to the contrary, the obligations of the parties under this Section 16.14 shall survive any termination of this Agreement and the Closing.

16.15 Survival. Except as expressly provided herein, no representations, warranties, covenants or agreements of Seller set forth herein shall survive the Closing.

16.16 No Recording. Neither Seller nor Purchaser may record a copy of this Agreement or any memorandum hereof.

16.17 Joinder and Exculpation of Development Authority.

(a) The Authority joins in this Agreement to confirm that, as of the date hereof, the Authority does not object to the conveyance of the Property to Purchaser pursuant to the terms hereof and that the Authority intends to cooperate with Seller in connection with the conveyance of the Property, the approval of the Subdivision Plat and the REA Fence Approvals, all as described in this Agreement.

(b) Purchaser agrees and acknowledges that the representations, warranties and covenants of Seller hereunder shall not be binding on the Authority and that the Authority shall not have any liability to Purchaser hereunder.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

SELLER:

BAXALTA US INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

PURCHASER:

MORNING HORNET LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

The Authority joins in this Agreement to accept the terms and conditions of Section 16.17(a) of this Agreement.

AUTHORITY:

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

_____(SEAL)
_____, Chairman

ATTEST:

By: _____
Secretary

[SIGNATURE CONTINUE ON NEXT PAGE]

The undersigned Escrow Holder accepts the foregoing Agreement and agrees to act as Escrow Holder hereunder in strict accordance with its terms.

ESCROW HOLDER:

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By: _____

Name: _____

Title: _____

EXHIBITS

- Exhibit “A” - Legal Description
- Exhibit “B” - Form of Deed
- Exhibit “C” - Form of Owner’s Affidavit
- Exhibit “D” - Exceptions to Representations and Warranties
- Exhibit “E” - Depiction of Fence

EXHIBIT “A”

LEGAL DESCRIPTION

All that certain tract or parcel of land located in Walton County, Georgia and designated as “Varying Width Permanent Easement #1A” on that certain Easement Plat dated January 11, 2023, prepared by Strange Land Surveying, Inc., and recorded in the Clerk’s Office of the Superior Court of Walton County in Plat Book 124, Page 76, a copy of which is attached hereto as page 2 of Exhibit “A” and made a part hereof.

EXHIBIT "B"
FORM OF DEED

After recording please return to:

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of the ____ day of _____, 2023, by and between BAXALTA US INC., a Delaware corporation (hereinafter referred to as "Grantor"), and _____, a _____ (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

W I T N E S S E T H, T H A T:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, all that tract or parcel of land lying and being located in Fulton County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property").

THIS CONVEYANCE and the warranties herein contained are expressly made subject to those matters set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities owning, holding or claiming by, through or under Grantor, but not otherwise.

THIS CONVEYANCE is subject to the First Amended and Restated Declaration of Restrictive Covenants for Stanton Springs recorded on March 1, 2018 and filed in Deed Book [____], Pages [____], Walton County Records, as it may be amended (the "REA"), and that none of the rights granted in this Limited Warranty Deed shall supersede or negate the requirements of the REA.

IN WITNESS WHEREOF, Grantor has executed and sealed this Limited Warranty Deed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

BAXALTA US INC.,
a Delaware corporation

Unofficial Witness

By: _____
Name _____
Title: _____

Notary Public

(SEAL)

My Commission Expires:

(NOTARIAL SEAL)

EXHIBIT “A”

LEGAL DESCRIPTION²

[The description of the Land shall be by reference to the recorded Subdivision Plat]

² ***NTD***: [SUBDIVISION PARCEL DESCRIPTION MUST BE IDENTICAL TO THE RECORDED EASEMENT DESCRIPTION – MODIFY CALLS AS NEEDED]

EXHIBIT “B”

PERMITTED TITLE EXCEPTIONS

EXHIBIT "C"
FORM OF OWNER'S AFFIDAVIT
LEASEHOLD TITLE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned ("Affiant") appearing before me, a notary public in and for the State or Commonwealth of Baxalta US Inc., a Delaware corporation, authorized to take and administer oaths, having been duly sworn, deposes and says, that:

1. Affiant is the duly elected and incumbent _____ of Baxalta US Inc. ("Owner"), having personal knowledge of the facts averred to herein, and is authorized by Owner to make and deliver this Affidavit and the averments contained herein.

2. Based on the owner's policies of title insurance issued by _____ Title Insurance Company, Owner is the leasehold owner of that certain real property (the "Property"), more particularly described on Exhibit "A", attached hereto and made a part hereof.

3. The Owner anticipates receiving a deed from the Joint Development Authority of Jasper County, Morgan County and Walton County (the "Authority") conveying the Property from the Authority to the Owner, with the understanding that the Owner will, in turn, convey the Property to _____ ("Purchaser").

4. To the best of the undersigned's knowledge, information and belief, no proceedings in bankruptcy or receivership have been instituted by or against Owner nor has Owner made an assignment for the benefit of creditors.

5. To the best of the undersigned's knowledge, information and belief, there is no action or proceeding now pending in any state or Federal court in the United States to which Owner is a party and which affects the Property or Owner's right and authority to convey the same; nor, to the best of the undersigned's knowledge, information and belief, is there any state or Federal court judgment, state or Federal tax lien, or any other state or Federal lien of any nature against Owner which constitutes a lien or charge upon the Property.

6. To the best of the undersigned's knowledge, information and belief, the Owner is in open, notorious and peaceful possession of the Property.

7. To the best of the undersigned's knowledge, information and belief, there is no pending litigation or dispute regarding the lines and corners of the Property.

8. To the best of the undersigned's knowledge, information and belief, there are no delinquent real estate taxes for the Property, nor any levied assessments, whether imposed by a

governmental authority or private entity, against the Property including, but not limited to, those for sidewalks, streets, curbs, gutters, sewers and water lines, which are delinquent.

9. To the best of the undersigned's knowledge, information and belief, there are no charges for water or sewer services provided to the Property by the county and/or city.

10. To the best of the undersigned's knowledge, information and belief, no improvements or repairs have been made to the Property by or at the request of the Owner during the ninety-five (95) days preceding the date hereof for which the cost has not been paid; and there are no outstanding bills for labor or materials used in making improvements or repairs to the Property by or at the request of Owner or for services of architects, surveyors, or engineers at the instance of Owner which will not be paid in the ordinary course of business; and

11. That, to the best of the undersigned's knowledge information and belief, there are no leases or tenancies affecting the Property, except for the lease agreement between the Authority, as Lessor, and the Owner's predecessor in interest, as Lessee, dated June 30, 2012 (the "Bond Lease"); and

12. Except for the purchase agreement between Owner and Morning Hornet LLC dated _____, as assigned by Morning Hornet, LLC to Purchaser, Owner has not entered into any unrecorded options or contracts to sell the Property and has not granted any rights of first refusal or options to purchase the Property.

13. To the best of the undersigned's knowledge, information and belief, there are no unrecorded security deeds, mortgages or liens, easements, licenses or other encumbrances granted or executed by Owner affecting title to the Property, except for the Bond Lease and the matters disclosed on the survey of the Property; and

14. To the best of the undersigned's knowledge, information and belief, Owner has not received written notice from the Authority that the Property is in violation of any covenants or restrictions set forth in that certain First Amended and Restated Declarations of Protective Covenants for Stanton Springs, dated March 1, 2018, and recorded in Deed Book 3670, Page 468, as amended by that certain Amendment to First Amended and Restated Declaration of Protective Covenants for Stanton Springs dated February 23, 2021, and recorded in Deed Book 4149, Page 614.

15. The Owner has not entered into an written agreement with any commercial real estate broker for the payment of a real estate commission or fee relating to the purchase, sale, management, leasing or other licensed services pertaining to "commercial real estate" (as defined in OCGA Section 44-14-601[3]) with respect to the Property.

This Affidavit is made and given to induce First American Title Insurance Company to issue its policy of title insurance to Purchaser, and First American Title Insurance Company is entitled to rely on the facts herein stated in connection with the issuance of its title insurance policy to Purchaser.

Any party relying on this Affidavit expressly agrees and acknowledges that the certifications and depositions made by the undersigned on behalf of the Owner with respect to

items 1-15 above are made solely in the undersigned's representative capacity as an officer of the Owner, and the undersigned shall not be personally liable with respect to such matters. Each party relying on this Affidavit agrees and acknowledges that it shall look solely to the assets of the Owner with respect to any inaccuracies contained in such certifications and depositions.

_____, in his/her capacity as the
_____,
_____ of Baxalta US Inc.

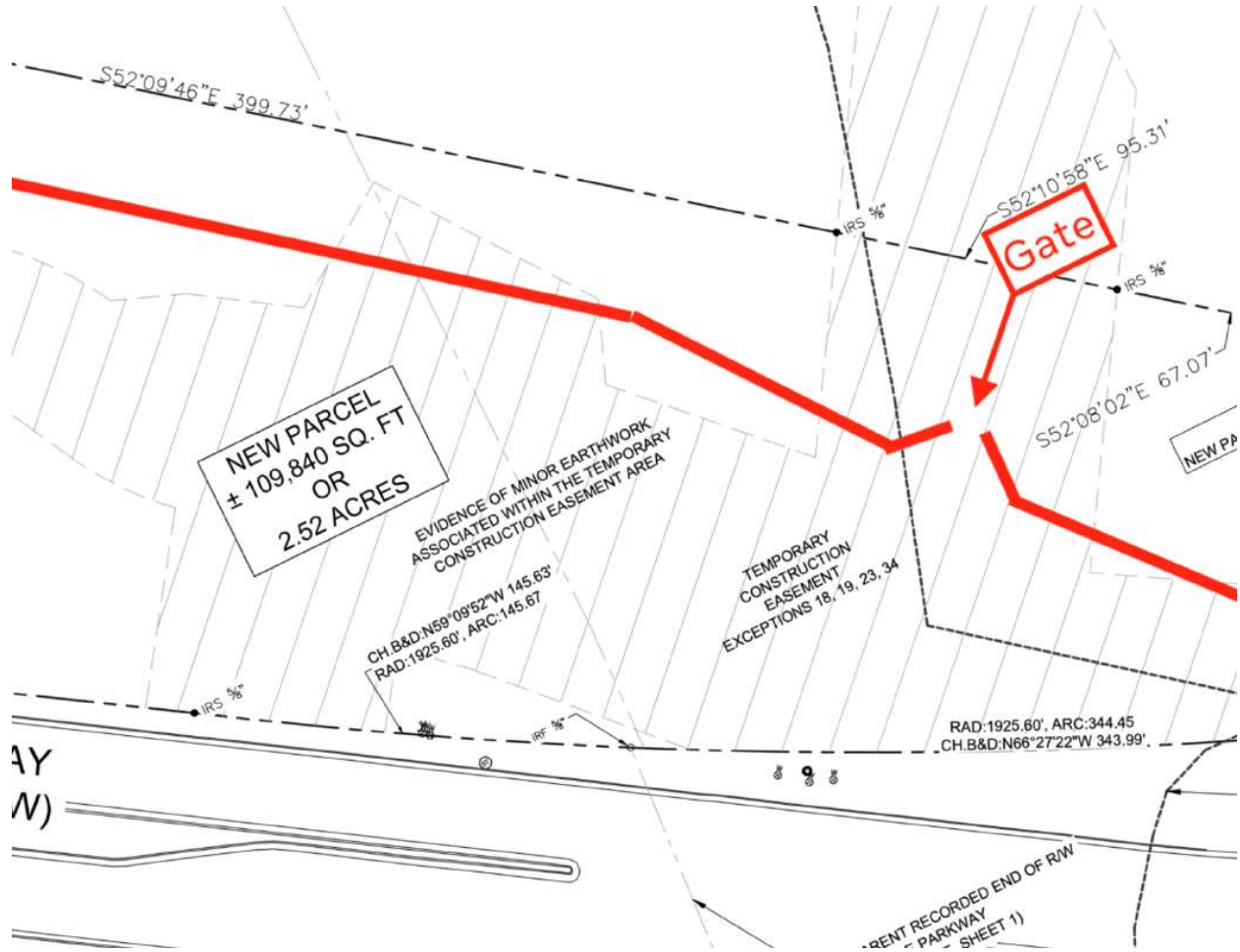
Subscribed and Sworn to before me this
_____ day of _____, 2023.

My Commission Expires:

EXHIBIT “D”

EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES

EXHIBIT "E"
DEPICTION OF FENCE



JDA Quarterly Report – April - June 2023

Report covering Quarter 2

Stanton Springs

Marketing Activity/Prospects:

- Marketing efforts focused on potential prospects for 88 acres on Hwy 278 south of Shire Parkway

Current Tenants:

- Takeda reports that it currently has 1,600 employees and has invested \$1.236 billion in capital to date
- Meta's two campuses are under construction with the first campus (in Newton County) expected to be fully operational this year
- The Newton County Water & Sewer Authority continues construction of water/sewer lines and a water tower in Stanton Springs South

Financial:

- Updated budget for FY July 1, 2023 through June 30, 2024 adopted in April and provided to the counties
- Draws from the \$111,307,760.00 REBA grant continue to fund site work, engineering and due diligence expenses for the Rivian project. This grant will be increased to cover cost overages related to market factors, delays due to litigation, and updates to plans based on due diligence information.
- \$4.51 million in tax revenues from Takeda were collected and distributed in March based on the Revenue Sharing Agreement
- \$2 million in PILOT payments from Meta were collected by the JDA in April and are being utilized primarily to pay ongoing litigation fees

Rivian

- Rivian, the State and JDA all remain committed to seeing the project to fruition
- Rivian continues to participate in local and state-wide events
- Plateau continues grading work which, despite temporary delays due to litigation, is back on schedule
- JDA/State prevailed on stream buffer variance challenge and the bond appeal before the Court of Appeals
- GDOT commenced construction on the Hwy 278 widening project and the frontage road in March. The anticipated completion date is June 2024.
- Georgia Transmission has started work on its lines and will commence work on the substation soon
- Various litigation matters are pending, but work on the site continues

Activities Anticipated in Third Quarter of 2023:

- JDA to continue grading the Rivian site
- Georgia Transmission to continue work on power substation
- GDOT to continue work on frontage road and Hwy 278 improvements
- NCWSA to continue work on water and sewer infrastructure for Stanton Springs North

Joint Dev. Auth of Jasper, Morgan, Newton & Walton Counties
Balance Sheet Prev Year Comparison
As of June 30, 2023

	<u>Jun 30, 23</u>	<u>Jun 30, 22</u>	<u>\$ Change</u>	<u>% Change</u>
ASSETS				
Current Assets				
Checking/Savings				
Checking - Truist	40,934.44	86,552.69	-45,618.25	-52.71%
Bk of Madison-MMA	2,770,465.32	2,726,652.52	43,812.80	1.61%
Bk of Madison-Cap Proj-Checking	28,299.11	554,489.89	-526,190.78	-94.9%
Bk of Madison-Cap Proj-MMA	891,830.05	3,656,870.04	-2,765,039.99	-75.61%
Bk of Madison-JMNW Disbursement	151,544.87	31,276,123.85	-31,124,578.98	-99.52%
Bank of Madison-Tax Revenue	0.61	0.61	0.00	0.0%
EDGE Grant Acct	90.25	90.25	0.00	0.0%
Bond Purchase Acct	1.00	1.00	0.00	0.0%
Total Checking/Savings	<u>3,883,165.65</u>	<u>38,300,780.85</u>	<u>-34,417,615.20</u>	<u>-89.86%</u>
Accounts Receivable				
Accounts Receivable	39,290.86	0.00	39,290.86	100.0%
Total Accounts Receivable	<u>39,290.86</u>	<u>0.00</u>	<u>39,290.86</u>	<u>100.0%</u>
Total Current Assets	<u>3,922,456.51</u>	<u>38,300,780.85</u>	<u>-34,378,324.34</u>	<u>-89.76%</u>
TOTAL ASSETS	<u>3,922,456.51</u>	<u>38,300,780.85</u>	<u>-34,378,324.34</u>	<u>-89.76%</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	0.00	64,337.74	-64,337.74	-100.0%
Total Accounts Payable	<u>0.00</u>	<u>64,337.74</u>	<u>-64,337.74</u>	<u>-100.0%</u>
Total Current Liabilities	<u>0.00</u>	<u>64,337.74</u>	<u>-64,337.74</u>	<u>-100.0%</u>
Total Liabilities	<u>0.00</u>	<u>64,337.74</u>	<u>-64,337.74</u>	<u>-100.0%</u>
Equity				
Restricted Fund Balance	1,500,000.00	0.00	1,500,000.00	100.0%
Fund Balance	36,736,443.11	5,682,657.59	31,053,785.52	546.47%
Net Income	-34,313,986.60	32,553,785.52	-66,867,772.12	-205.41%
Total Equity	<u>3,922,456.51</u>	<u>38,236,443.11</u>	<u>-34,313,986.60</u>	<u>-89.74%</u>
TOTAL LIABILITIES & EQUITY	<u>3,922,456.51</u>	<u>38,300,780.85</u>	<u>-34,378,324.34</u>	<u>-89.76%</u>

Joint Dev. Auth of Jasper, Morgan, Newton & Walton Counties
Profit & Loss Budget vs. Actual
 July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Intergovernmental Revenue				
Social Circle - Inter Govt	0.00	0.00	0.00	0.0%
NCWSA - Inter Govt	401,697.02	34,008.00	367,689.02	1,181.18%
Inter Govt - Other	2,775,897.66			
Total Intergovernmental Revenue	3,177,594.68	34,008.00	3,143,586.68	9,343.67%
Land sales				
Land Sale - NCWSA	0.00	380,838.00	-380,838.00	0.0%
Reimbursement of costs	65.50			
Total Land sales	65.50	380,838.00	-380,772.50	0.02%
Grant income				
2022 REBA Grant	41,959,661.19	91,307,760.00	-49,348,098.81	45.95%
2023 REBA Grant	0.00	20,000,000.00	-20,000,000.00	0.0%
Grant income - Other	0.00	0.00	0.00	0.0%
Total Grant income	41,959,661.19	111,307,760.00	-69,348,098.81	37.7%
Hunting lease income	0.00	4,500.00	-4,500.00	0.0%
PILOT Payments	2,000,000.00	2,000,000.00	0.00	100.0%
Underwriting fee - Bond fee	0.00	4,500,000.00	-4,500,000.00	0.0%
Miscellaneous income	41,790.86	5,500,000.00	-5,458,209.14	0.76%
Reserves from Prior Years	0.00	6,100,000.00	-6,100,000.00	0.0%
Total Income	47,179,112.23	129,827,106.00	-82,647,993.77	36.34%
Expense				
Association fees	0.00	0.00	0.00	0.0%
Bank charges	15.00	0.00	15.00	100.0%
Distribution to Counties	0.00	0.00	0.00	0.0%
Hunting lease expense	0.00	4,500.00	-4,500.00	0.0%
Insurance expense	10,161.00	6,100.00	4,061.00	166.57%
Marketing expense	0.00	25,000.00	-25,000.00	0.0%
Meeting expense	0.00	3,000.00	-3,000.00	0.0%
Reimb NCIDA & DAWC	1,260,792.00	0.00	1,260,792.00	100.0%
Miscellaneous expense	785.94	2,500.00	-1,714.06	31.44%
Owners Assoc fees	87.30	2,000.00	-1,912.70	4.37%
Professional				
Accounting expense	34,440.00	35,000.00	-560.00	98.4%
Audit expense	11,032.00	12,000.00	-968.00	91.93%
Consulting	180.00	0.00	180.00	100.0%
Engineering expense				
Engineering exp	877.50	25,000.00	-24,122.50	3.51%
Total Engineering expense	877.50	25,000.00	-24,122.50	3.51%
Legal expense	54,195.00	75,000.00	-20,805.00	72.26%
Litigation expense	1,093,739.97	2,000,000.00	-906,260.03	54.69%
Total Professional	1,194,464.47	2,147,000.00	-952,535.53	55.63%

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Property taxes	77,612.90	0.00	77,612.90	100.0%
Reimbursement to S.C.	0.00	0.00	0.00	0.0%
Training	0.00	2,400.00	-2,400.00	0.0%
Utilities	1,132.85	1,200.00	-67.15	94.4%
Debt Service				
02 GEFA Principal	33,230.06	33,230.00	0.06	100.0%
02 GEFA Interest expense	777.67	780.00	-2.33	99.7%
Total Debt Service	34,007.73	34,010.00	-2.27	99.99%
Total Expense	2,579,059.19	2,227,710.00	351,349.19	115.77%
Net Ordinary Income	44,600,053.04	127,599,396.00	-82,999,342.96	34.95%
Other Income/Expense				
Other Income				
Interest income				
Interest income - banks	80,270.76	1,000.00	79,270.76	8,027.08%
Interest income - NCWSA debt	11,425.13	11,426.00	-0.87	99.99%
Interest income - Other	0.00	0.00	0.00	0.0%
Total Interest income	91,695.89	12,426.00	79,269.89	737.94%
Total Other Income	91,695.89	12,426.00	79,269.89	737.94%
Other Expense				
Capital Outlay				
Engineering - General Consult	0.00	0.00	0.00	0.0%
Land purchase				
North Stanton Springs	34,037,386.08	0.00	34,037,386.08	100.0%
Land acquisition cost	-120,000.00	1,400,000.00	-1,520,000.00	-8.57%
Total Land purchase	33,917,386.08	1,400,000.00	32,517,386.08	2,422.67%
Stanton Springs North				
Stanton Sp North - Engineering	0.00	0.00	0.00	0.0%
Stanton Sp North - Construction	24,660,365.90	7,000,000.00	17,660,365.90	352.29%
Rivian - Expenses	401,624.04	114,557,760.00	-114,156,135.96	0.35%
Rivian - Reimbursable Expenses	4,015,125.15	0.00	4,015,125.15	100.0%
Rivian - State Reimbursements	16,011,234.36			
Total Stanton Springs North	45,088,349.45	121,557,760.00	-76,469,410.55	37.09%
Total Capital Outlay	79,005,735.53	122,957,760.00	-43,952,024.47	64.25%
Total Other Expense	79,005,735.53	122,957,760.00	-43,952,024.47	64.25%
Net Other Income	-78,914,039.64	-122,945,334.00	44,031,294.36	64.19%
Net Income	-34,313,986.60	4,654,062.00	-38,968,048.60	-737.29%

General Ledger

As of June 30, 2023

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Checking - Truist									86,552.69
Check	07/06/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		67.09	86,485.60
Check	07/06/2022	ACH		Snapping Shoals	acct 7283669	Utilities		24.89	86,460.71
Check	07/13/2022	Draft		GEFA	Qtrly GEFA drafted payment	-SPLIT -		11,336.70	75,124.01
Bill Pmt -Check	07/25/2022	1067a		Andrea P. Gray, LLC		Accounts Payable		1,830.00	73,294.01
Check	07/25/2022	1067b		Andrea P. Gray, LLC	Inv #79	Legal expense		1,695.00	71,599.01
Check	08/03/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	71,569.05
Check	08/03/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		68.05	71,501.00
Check	08/23/2022	1068		Andrea P. Gray, LLC	Inv 80	Legal expense		3,015.00	68,486.00
Deposit	08/24/2022	Deposit		Social Circle	Pymt due back after payoff in May 22	Social Circle - Inter Govt	906.94		69,392.94
Check	09/01/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	69,362.98
Check	09/01/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		68.28	69,294.70
Check	09/27/2022	1069		Andrea P. Gray, LLC	Inv 81	Legal expense		6,105.00	63,189.70
Check	10/04/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	63,159.74
Check	10/04/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		65.97	63,093.77
Check	10/11/2022	ACH		GEFA	Qtrly GEFA drafted payment	-SPLIT -		11,336.70	51,757.07
Deposit	10/20/2022	Deposit		Newton Co W & S	Qtr deposit	NCWSA - Inter Govt	10,429.76		62,186.83
Check	10/25/2022	1071		Social Circle	Reimbursement of add'l GEFA pymt made even after notification to end	Social Circle - Inter Govt		906.94	61,279.89
Check	10/26/2022	1070		Andrea P. Gray, LLC	Inv 82	Legal expense		6,975.00	54,304.89
Check	11/01/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	54,274.93
Check	11/01/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		66.30	54,208.63
Check	11/22/2022	1072		Andrea P. Gray, LLC	Inv 83	Legal expense		5,745.00	48,463.63
Check	12/01/2022	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	48,433.67
Check	12/01/2022	ACH		Snapping Shoals	Acct 4283727	Utilities		64.90	48,368.77
Check	12/20/2022	1073		Andrea P. Gray, LLC		Legal expense		7,215.00	41,153.77
Deposit	12/20/2022	Deposit		Newton Co W & S	Qtr deposit	NCWSA - Inter Govt	10,429.76		51,583.53
Check	01/03/2023	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	51,553.57
Check	01/03/2023	ACH		Snapping Shoals	Acct 4283727	Utilities		63.93	51,489.64
Check	01/10/2023	ACH		GEFA	Final pymt	-SPLIT -		11,334.33	40,155.31
Check	01/24/2023	1074		Andrea P. Gray, LLC	Inv 85	Legal expense		7,320.00	32,835.31
Check	01/24/2023	1075		Jerry Silvio	Reimbursement	Miscellaneous expense		785.94	32,049.37
Check	02/01/2023	AC		Snapping Shoals	Acct 4283669	Utilities		29.96	32,019.41
Check	02/01/2023	ACH		Snapping Shoals	Acct 4283727	Utilities		62.83	31,956.58
Check	02/28/2023	1076		Andrea P. Gray, LLC	Inv 86	Legal expense		8,565.00	23,391.58
Check	02/28/2023	1077		Allen Smith Consulting Inc	Inv Takeda contact	Consulting		180.00	23,211.58
Check	03/07/2023	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	23,181.62
Check	03/07/2023	ACH		Snapping Shoals	Acct 4283727	Utilities		62.23	23,119.39
Check	03/28/2023	1078		Andrea P. Gray, LLC	Inv 87	Legal expense		7,560.00	15,559.39
Check	04/04/2023	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	15,529.43
Check	04/04/2023	ACH		Snapping Shoals	Acct 4283727	Utilities		62.54	15,466.89
Deposit	04/20/2023	Tmsf		Bank of Madison	Transfer from Cap Proj Ck to Truist	Bk of Madison-Cap Proj-Checking	50,000.00		65,466.89
Check	04/25/2023	1079		Andrea P. Gray, LLC	Inv 88	Litigation expense		8,730.00	56,736.89
Check	05/02/2023	ACH		Snapping Shoals	Acct 4283669	Utilities		29.96	56,706.93
Check	05/02/2023	ACH		Snapping Shoals	Acct 4283727	Utilities		62.63	56,644.30
Check	05/22/2023	1080		Andrea P. Gray, LLC	Inv 89 General representation	Litigation expense		8,386.25	48,258.05

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	05/22/2023	Draft		Truist	May 23 Svc chg	Bank charges		15.00	48,243.05
Check	06/05/2023	Draft		Snapping Shoals	Acct 4283669	Utilities		29.96	48,213.09
Check	06/05/2023	Draft		Snapping Shoals	Acct 4283727	Utilities		63.65	48,149.44
Check	06/27/2023	1081		Andrea P. Gray, LLC	Inv #90 GEneral representation	Litigation expense		7,215.00	40,934.44
Total Checking - Truist							71,766.46	117,384.71	40,934.44
Bk of Madison-MMA									2,726,652.52
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Interest income - banks	762.07		2,727,414.59
Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Interest income - banks	1,390.20		2,728,804.79
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Interest income - banks	1,888.37		2,730,693.16
Deposit	10/31/2022	Deposit		Bank of Madison	Octobe interest	Interest income - banks	2,061.87		2,732,755.03
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Interest income - banks	2,246.99		2,735,002.02
Deposit	12/31/2022	Deposit		Bank of Madison	December interest	Interest income - banks	2,680.07		2,737,682.09
Deposit	01/31/2023	Deposit		Bank of Madison	Jan Interest	Interest income - banks	3,245.82		2,740,927.91
Deposit	02/28/2023	Deposit		Bank of Madison	Feb interest	Interest income - banks	3,681.98		2,744,609.89
Deposit	03/31/2023	Deposit		Bank of Madison	March interest	Interest income - banks	5,212.01		2,749,821.90
Deposit	04/30/2023	Deposit		Bank of Madison	April interest	Interest income - banks	6,788.47		2,756,610.37
Deposit	05/31/2023	Deposit		Bank of Madison	May interest	Interest income - banks	7,032.36		2,763,642.73
Deposit	06/30/2023	Deposit		Bank of Madison	June interest	Interest income - banks	6,822.59		2,770,465.32
Total Bk of Madison-MMA							43,812.80	0.00	2,770,465.32
Bk of Madison-Cap Proj-Checking									554,489.89
Deposit	07/08/2022	Deposit		Callaway Title Escrow, LLC	Option pymnt returned at closing	Land acquisition cost	100,000.00		654,489.89
Bill Pmt -Check	07/26/2022	1193		Thomas & Hutton		Accounts Payable		32,515.24	621,974.65
Bill Pmt -Check	07/26/2022	1195		Thomas & Hutton	May 29 - June 25, 2022	Accounts Payable		29,992.50	591,982.15
Check	07/26/2022	1192		Allen Smith Consulting Inc	Inv 13228 EDGE grant admin	Rivian - Expenses		180.00	591,802.15
Check	07/26/2022	1194		Comerstone Government Affairs, Inc.	Inv 072022 Monthly services	Rivian - Expenses		20,000.00	571,802.15
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Interest income - banks	67.20		571,869.35
Deposit	08/04/2022	Deposit		Callaway Title Escrow, LLC	Option payment returned at closing	Land acquisition cost	10,000.00		581,869.35
Deposit	08/11/2022	Transfer		Bank of Madison	Transfer of REBA fds after rec'd from state	Bk of Madison-JMNW REBA #1	242,068.74		823,938.09
Deposit	08/11/2022	Deposit		Callaway Title Escrow, LLC	Option payment returned at closing	Land acquisition cost	10,000.00		833,938.09
Check	08/23/2022	1196		Allen Smith Consulting Inc	Inv #13227	Rivian - Expenses		2,000.00	831,938.09
Check	08/23/2022	1197		Allen Smith Consulting Inc	Inv #13237	Rivian - Expenses		2,200.00	829,738.09
Check	08/23/2022	1198		Thomas & Hutton	Inv #0225151 Project Adventure	-SPLIT -		55,064.94	774,673.15
Check	08/23/2022	1199		Thomas & Hutton	Inv #0225373 ALTA survey	Rivian - Expenses		9,135.00	765,538.15
Check	08/23/2022	1200		Comerstone Government Affairs, Inc.	Inv 082022 Monthly services	Rivian - Expenses		20,000.00	745,538.15
Deposit	08/23/2022	Deposit		Sandra Latimer	Refund from closing difference	North Stanton Springs	2.34		745,540.49
Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Interest income - banks	127.92		745,668.41
Check	09/19/2022	Transfer		Bank of Madison	Transfer to JNMW disbursement acct from cap proj ck	Bk of Madison-JMNW Disbursement		169,519.42	576,148.99
Check	09/27/2022	1201		Thomas & Hutton	Inv #0223345 ALTA survey	Rivian - Reimbursable Expenses		17,266.35	558,882.64
Check	09/27/2022	1202		Thomas & Hutton	Inv #0226607 ALTA survey dated July 7	Rivian - Reimbursable Expenses		13,180.00	545,702.64
Check	09/27/2022	1203		Thomas & Hutton	Inv #0226671 Project adventure reimbursed	-SPLIT -		54,462.49	491,240.15
Check	09/27/2022	1204		Comerstone Government Affairs, Inc.	Inv 092022 Monthly services	Rivian - Expenses		20,000.00	471,240.15
Check	09/27/2022	1205		Treadwell, Tamplin & Co, CPA	Inv 182997 yearly services	Accounting expense		34,440.00	436,800.15
Check	09/27/2022	1206		Allen Smith Consulting Inc	Inv 13263 REBA Project Adventure admin	Rivian - Expenses		1,800.00	435,000.15
Check	09/27/2022	1207		Newton Co Economic Development Auth	Commission for sale of land - Rivian	Reimb NCIDA & DAWC		630,396.00	-195,395.85

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	09/27/2022	1208		Development Authority of Walton Co	Commission for sale of land - Rivian	Reimb NCIDA & DAWC		630,396.00	-825,791.85
Deposit	09/27/2022	Transfer		Bank of Madison	Transfer from Cap Proj MMA to Ck	Bk of Madison-Cap Proj-MMA	1,500,000.00		674,208.15
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Interest income - banks	145.96		674,354.11
Check	10/25/2022	1209		Allen Smith Consulting Inc	Inv 13284	Rivian - Expenses		2,000.00	672,354.11
Check	10/25/2022	1210		Comerstone Government Affairs, Inc.	Inv 102022 Monthly servives	Rivian - Expenses		20,000.00	652,354.11
Check	10/25/2022	1211		Thomas & Hutton	Inv #0227531 Proj Adv ALTA Survey	Rivian - Reimbursable Expenses		12,666.40	639,687.71
Check	10/25/2022	1212		Thomas & Hutton	Inv # 0228335 Proj Adventure reimbursed	-SPLIT-		148,031.36	491,656.35
Check	10/25/2022	Transfer		Bank of Madison	Transfer small closing amt back to Disbursement acct	Bk of Madison-JMNW Disbursement		2.34	491,654.01
Deposit	10/31/2022	Deposit		Bank of Madison	October interest	Interest income - banks	130.57		491,784.58
Check	11/22/2022	1213		Thomas & Hutton	Inv #0229809 General Consulting	-SPLIT-		52,069.55	439,715.03
Check	11/22/2022	1214		Thomas & Hutton	Inv #0228954 ALTA survey	Rivian - Reimbursable Expenses		34,126.25	405,588.78
Check	11/22/2022	1215		Thomas & Hutton	Inv #0229810 Rivian	Rivian - Reimbursable Expenses		125,379.69	280,209.09
Check	11/22/2022	1216		Comerstone Government Affairs, Inc.	Inv 112022 Monthly services	Rivian - Expenses		10,000.00	270,209.09
Check	11/22/2022	1217		Precision Planning Inc	Inv 68483 Map revisions	Engineering exp		877.50	269,331.59
Check	11/22/2022	1218		Andrea P. Gray, LLC	Inv #6 Reimb Project Exp	Litigation expense		8,650.00	260,681.59
Check	11/22/2022	1219		Andrea P. Gray, LLC	Inv #1 Rivian Zoning	Litigation expense		11,310.00	249,371.59
Check	11/22/2022	1220		Andrea P. Gray, LLC	Inv #2 Project Adventure Bonds	Litigation expense		4,110.00	245,261.59
Check	11/22/2022	1221		Andrea P. Gray, LLC	Inv #1 Rivian Bond Validation Appeal	Litigation expense		1,200.00	244,061.59
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Interest income - banks	98.70		244,160.29
Deposit	12/13/2022	Transfer		Bank of Madison	Reimbursement from Grant	Bk of Madison-JMNW REBA #1	130,418.53		374,578.82
Check	12/20/2022	1222		Thomas & Hutton		Rivian - Reimbursable Expenses		29,777.32	344,801.50
Check	12/20/2022	1223		Allen Smith Consulting Inc		Rivian - Expenses		1,000.00	343,801.50
Check	12/20/2022	1224		Comerstone Government Affairs, Inc.		Rivian - Expenses		10,000.00	333,801.50
Check	12/20/2022	1225		Holland & Knight LLP	Inv 33003985	Litigation expense		27,593.45	306,208.05
Check	12/20/2022	1226		Holland & Knight LLP	Inv 33029690	Litigation expense		155,378.92	150,829.13
Check	12/20/2022	1227		Smith Gambrell & Russell LLP	Inv 1092097	Litigation expense		39,290.86	111,538.27
Check	12/20/2022	1228		Smith Gambrell & Russell LLP	Inv 1092099	Litigation expense		120,705.61	-9,167.34
Check	12/20/2022	1229		Smith Gambrell & Russell LLP	Inv 1092098	Litigation expense		189,765.95	-198,933.29
Deposit	12/20/2022	Transfer		Bank of Madison	Transfer funds	Bk of Madison-Cap Proj-MMA	500,000.00		301,066.71
Check	12/20/2022	1230		Thomas & Hutton	Inv 0231073 ALTA survey	Rivian - Reimbursable Expenses		2,565.00	298,501.71
Check	12/20/2022	1231		Thomas & Hutton	Inv 0231072	Rivian - Reimbursable Expenses		1,990.00	296,511.71
Check	12/20/2022	1232		Thomas & Hutton	Inv 0231074	-SPLIT-		136,397.85	160,113.86
Deposit	12/31/2022	Deposit		Bank of Madison	Dec interest	Interest income - banks	58.44		160,172.30
Deposit	01/19/2023				Deposit	Undeposited Funds	2,735,897.66		2,896,069.96
Deposit	01/20/2023	Tmsf		Bank of Madison	Transfer from REBA grants funds to reimburse IDA expenses	Bk of Madison-JMNW REBA #1	518,067.81		3,414,137.77
Check	01/20/2023	Wire		Georgia-Alabama Land Trust Inc	Mitigation credits purchased	Rivian - Reimbursable Expenses		2,920,000.00	494,137.77
Check	01/24/2023	1233		Comerstone Government Affairs, Inc.		Rivian - Expenses		10,000.00	484,137.77
Check	01/24/2023	1234		Stanton Springs	Annual invoice for Property Owners Assoc	Owners Assoc fees		87.30	484,050.47
Check	01/24/2023	1235		Thomas & Hutton	Inv 0233052 ALTA survey	Rivian - Reimbursable Expenses		1,910.00	482,140.47
Check	01/24/2023	1236		Thomas & Hutton	Inv 0232770 Project Adventure	Rivian - Reimbursable Expenses		45,381.48	436,758.99
Check	01/24/2023	1237		Allen Smith Consulting Inc	Inv 13370 Grant adminb	Rivian - Expenses		600.00	436,158.99
Check	01/24/2023	1238		McNair, McLemore, Middlebrooks & Co	Inv 111594	Audit expense		11,032.00	425,126.99
Check	01/24/2023	1239		Andrea P. Gray, LLC	Inv 1 Stream Buffer Variance	Litigation expense		1,005.00	424,121.99

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	01/24/2023	1240		Andrea P. Gray, LLC	Inv 2 Rivian Zoning Litigation	Litigation expense		4,125.00	419,996.99
Check	01/24/2023	1241		Andrea P. Gray, LLC	Inv 86 Rivian Bond Validation Appeal	Litigation expense		2,280.00	417,716.99
Check	01/24/2023	1242		Andrea P. Gray, LLC	Inv 7 Reimbursable Project	Litigation expense		3,060.00	414,656.99
Check	01/24/2023	1243		Smith Gambrell & Russell LLP	Inv 1095517 Bond Validation appeal	Litigation expense		52,810.20	361,846.79
Check	01/24/2023	1244		Smith Gambrell & Russell LLP	Inv 1095518 Zoning Litigation	Litigation expense		23,031.50	338,815.29
Check	01/24/2023	1245		Smith Gambrell & Russell LLP	Inv 1097060 Bond financing matters	Litigation expense		1,051.64	337,763.65
Deposit	01/31/2023	Dep		Bank of Madison	Jan interest	Interest income - banks	99.93		337,863.58
Deposit	02/02/2023	Wire		First American Title	First Amer Title Insurance ??	Miscellaneous income	2,500.00		340,363.58
Deposit	02/21/2023	Tmsfr		Bank of Madison	Transfer	Bk of Madison-JMNW REBA #1	18,408.44		358,772.02
Check	02/28/2023	1246		Allen Smith Consulting Inc	Inv 13307 Grant Admin	Rivian - Expenses		1,000.00	357,772.02
Check	02/28/2023	1247		Allen Smith Consulting Inc	Inv 13409	Rivian - Expenses		1,350.00	356,422.02
Check	02/28/2023	1248		Allen Smith Consulting Inc	Inv 13410	Rivian - Expenses		700.00	355,722.02
Check	02/28/2023	1249		Comerstone Government Affairs, Inc.	Inc JDA-022023	Rivian - Expenses		10,000.00	345,722.02
Check	02/28/2023	1250		Andrea P. Gray, LLC	Inv 8 REImburseable Project	Litigation expense		615.00	345,107.02
Check	02/28/2023	1251		Andrea P. Gray, LLC	Inv 2 Rivian Zoning Litigation	Litigation expense		1,335.00	343,772.02
Check	02/28/2023	1252		Andrea P. Gray, LLC	Inv 89 Rivian Bond Validation Appeal	Litigation expense		1,515.00	342,257.02
Check	02/28/2023	1253		Andrea P. Gray, LLC	Inv 2 Stream Buffer VAriance	Litigation expense		6,045.00	336,212.02
Check	02/28/2023	1254		Smith Gambrell & Russell LLP	Jan 23	Litigation expense		57,182.92	279,029.10
Check	02/28/2023	1255		Holland & Knight LLP	Dec-22 thru Feb 23	Litigation expense		122,655.91	156,373.19
Check	02/28/2023	1256		Thomas & Hutton	Inv 0232797 Rivian Special	Rivian - Expenses		18,408.44	137,964.75
Check	02/28/2023	1257		Thomas & Hutton	Inv 0233899 Rivian Special	Rivian - Expenses		27,800.19	110,164.56
Deposit	02/28/2023	Deposit		Bank of Madison	Feb interest	Interest income - banks	94.55		110,259.11
Deposit	03/01/2023	Transfer		Bank of Madison	Transfer of funds	Bk of Madison-Cap Proj-MVA	300,000.00		410,259.11
Deposit	03/09/2023	Deposit		First American Title	Deposit	Reimbursement of costs	65.50		410,324.61
Check	03/28/2023	1258		Thomas & Hutton	In 0235438 Project Adventure	Rivian - Reimbursable Expenses		62,601.53	347,723.08
Check	03/28/2023	1259		Thomas & Hutton	Inv 0235474 ALTA survey	Rivian - Reimbursable Expenses		3,936.25	343,786.83
Check	03/28/2023	1260		Allen Smith Consulting Inc	Inv 13450 REBA #1 Grant Admin	Rivian - Expenses		600.00	343,186.83
Check	03/28/2023	1261		Comerstone Government Affairs, Inc.	Inv JDA-032023	Rivian - Expenses		10,000.00	333,186.83
Check	03/28/2023	1262		Thomas & Hutton	Inv 0235446 Rivian Speical	Rivian - Expenses		19,173.06	314,013.77
Check	03/28/2023	1263		Andrea P. Gray, LLC	Inv 3 Stream Buffer Variance	Litigation expense		720.00	313,293.77
Check	03/28/2023	1264		Andrea P. Gray, LLC	Inv 3 Rivian Zoning Litigation	Litigation expense		1,755.00	311,538.77
Check	03/28/2023	1265		Andrea P. Gray, LLC	Inv 9 Reimburse	Litigation expense		315.00	311,223.77
Check	03/28/2023	1266		Smith Gambrell & Russell LLP	Inv 114283 Stream Buffer	Litigation expense		30,841.00	280,382.77
Check	03/28/2023	1267		Smith Gambrell & Russell LLP	Inv 1104281 Zoning litigation	Litigation expense		26,740.20	253,642.57
Check	03/28/2023	1268		Smith Gambrell & Russell LLP	Inv 1104280 Bond Validation	Litigation expense		31,379.20	222,263.37
Check	03/28/2023	1269		Holland & Knight LLP	Inv 33080221 Zoning litigation	Litigation expense		4,400.00	217,863.37
Check	03/28/2023	1270		Holland & Knight LLP	Inv 33080220 Rivian Bond Litigation	Litigation expense		6,513.00	211,350.37
Deposit	03/29/2023	Transfer		Bank of Madison	Transfer for reimbursment of funds	Bk of Madison-JMNW REBA #1	166,763.05		378,113.42
Check	03/29/2023	ACH		Georgia-Alabama Land Trust Inc	Mitigation credit purchase	Rivian - Reimbursable Expenses		40,000.00	338,113.42
Deposit	03/31/2023	Deposit		Bank of Madison	March Interest	Interest income - banks	142.88		338,256.30
Deposit	04/10/2023	Tmsf		Bank of Madison	Transfer from Disbursement to Cap	Bk of Madison-JMNW Disbursment	315.00		338,571.30
Deposit	04/10/2023	Tmsf		Bank of Madison	Transfer Disbursement to Cap Proj	Bk of Madison-JMNW Disbursment	9,265.00		347,836.30

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	04/12/2023				Deposit GDOT	Undeposited Funds	40,000.00		387,836.30
Deposit	04/20/2023	Tmsf		Bank of Madison	Transfer from Cap Proj Ck to Truist	Checking - Truist		50,000.00	337,836.30
Deposit	04/20/2023	Tmsf		Bank of Madison	Transfer from REBA 1 to reimb items	Bk of Madison-JMNB REBA #1	66,464.54		404,300.84
Check	04/25/2023	1271		Comerstone Government Affairs, Inc.	JDA 042023	Rivian - Expenses		10,000.00	394,300.84
Check	04/25/2023	1272		Allen Smith Consulting Inc	Inv 13481	Rivian - Expenses		1,100.00	393,200.84
Check	04/25/2023	1273		Thomas & Hutton	Inv 0237431 Project Adventure	Rivian - Reimbursable Expenses		74,137.66	319,063.18
Check	04/25/2023	1274		Thomas & Hutton	Inv 0236731 ALTA Survey	Rivian - Reimbursable Expenses		7,087.50	311,975.68
Check	04/25/2023	1275		Thomas & Hutton	Inv 0233900 Project Adventure	Rivian - Reimbursable Expenses		111,260.98	200,714.70
Deposit	04/25/2023	Deposit		Newton Co W & S	Deposit	-SPLIT -	392,262.63		592,977.33
Deposit	04/30/2023	Deposit		Bank of Madison	April interest income	Interest income - banks	156.71		593,134.04
Deposit	05/12/2023	Trsnfr		Bank of Madison	Transfer from REBA 1 to Cap Proj	Bk of Madison-JMNB REBA #1	288,900.80		882,034.84
Check	05/23/2023	1276		Thomas & Hutton	Inv 02391863 Project Adventure	Rivian - Reimbursable Expenses		67,335.38	814,699.46
Check	05/23/2023	1277		Thomas & Hutton	Inv 0239328 ALTA survey	Rivian - Reimbursable Expenses		10,640.00	804,059.46
Check	05/23/2023	1278		Allen Smith Consulting Inc	Inv 13515	Rivian - Expenses		2,000.00	802,059.46
Check	05/23/2023	1279		Comerstone Government Affairs, Inc.	Inv JDA052023	Rivian - Expenses		10,000.00	792,059.46
Check	05/23/2023	1280		Andrea P. Gray, LLC	VOID:	Litigation expense	0.00		792,059.46
Check	05/23/2023	1281		Andrea P. Gray, LLC	Inv 90 Bond Validation	-SPLIT -		9,478.70	782,580.76
Check	05/23/2023	1282		Smith Gambrell & Russell LLP		-SPLIT -		66,536.06	716,044.70
Check	05/23/2023	1283		Holland & Knight LLP		-SPLIT -		6,499.00	709,545.70
Deposit	05/31/2023	dep		Bank of Madison	May interest	Interest income - banks	248.41		709,794.11
Deposit	06/12/2023	Trsnfr		Bank of Madison	Transfer from REBA 1 to Cap Proj Ck	Bk of Madison-JMNB REBA #1	216,378.23		926,172.34
Deposit	06/12/2023	Tmsfr		Bank of Madison	Trasnfer from Cap Proj MMA to Cap	Bk of Madison-Cap Proj-MMA	2,500,000.00		3,426,172.34
Check	06/12/2023	Wire		Plateau Excavation Inc	App #8	Stanton Sp North - Construction		3,189,889.79	236,282.55
Check	06/12/2023	Wire		Thomas & Hutton	Inv 0237432	Rivian - Reimbursable Expenses		29,876.88	206,405.67
Check	06/27/2023	1284		Comerstone Government Affairs, Inc.	Inv JDA062023	Rivian - Expenses		10,000.00	196,405.67
Check	06/27/2023	1285		Allen Smith Consulting Inc	Inv 13546	Rivian - Reimbursable Expenses		2,500.00	193,905.67
Check	06/27/2023	1286		Thomas & Hutton	Inv 0240774 Project Adventure	Rivian - Reimbursable Expenses		65,494.65	128,411.02
Check	06/27/2023	1287		Thomas & Hutton	Inv 0240773 Rivian inspections &	Rivian - Reimbursable Expenses		39,757.19	88,653.83
Check	06/27/2023	1288		Thomas & Hutton	Inv 0241134 ALTA survey	Rivian - Reimbursable Expenses		805.80	87,848.03
Check	06/27/2023	1289		Andrea P. Gray, LLC	Inv 91 Rivian Bond appeal	Litigation expense		1,155.00	86,693.03
Check	06/27/2023	1290		Andrea P. Gray, LLC	Inv 2 Clean Water Lawsuit	Litigation expense		2,595.00	84,098.03
Check	06/27/2023	1291		Holland & Knight LLP	Inv 33138126 Rivian bond litigation	Litigation expense		26,726.50	57,371.53
Check	06/27/2023	1292		Holland & Knight LLP	Inv 33121005 Rivian bond litigation	Litigation expense		19,038.10	38,333.43
Check	06/27/2023	1293		ACCG	Inv 23-07-3375IRMA annual	Insurance expense		10,161.00	28,172.43
Deposit	06/30/2023	Deposit		Bank of Madison	June interest	Interest income - banks	126.68		28,299.11
Total Bk of Madison-Cap Proj-Checking							9,749,276.22	10,275,467.00	28,299.11
Bk of Madison-Cap Proj -MMA									3,656,870.04
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Interest income - banks	1,022.06		3,657,892.10
Deposit	08/10/2022	Transfer		Bank of Madison	Transfer from REBA 1 after rec'd fds	Bk of Madison-JMNB REBA #1	2,830,480.58		6,488,372.68
Check	08/11/2022	Wire		Callaway Title Escrow, LLC	Wire to for land acquisition	North Stanton Springs		2,830,480.58	3,657,892.10
Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Interest income - banks	1,817.94		3,659,710.04
Deposit	09/27/2022	Transfer		Bank of Madison	Transfer from Cap Proj MMA to Ck	Bk of Madison-Cap Proj-Checking		1,500,000.00	2,159,710.04
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Interest income - banks	2,392.83		2,162,102.87
Deposit	10/31/2022	Deposit		Bank of Madison	October interest	Interest income - banks	1,632.54		2,163,735.41
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Interest income - banks	1,779.12		2,165,514.53

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	12/20/2022	Transfer		Bank of Madison	Transfer funds	Bk of Madison-Cap Proj-Checking		500,000.00	1,665,514.53
Deposit	12/31/2022	Deposit		Bank of Madison	December interest	Interest income - banks	2,036.40		1,667,550.93
Deposit	01/31/2023	Deposit		Bank of Madison	January interest	Interest income - banks	1,977.07		1,669,528.00
Deposit	02/28/2023	Deposti		Bank of Madison	February interest	Interest income - banks	2,242.74		1,671,770.74
Deposit	03/01/2023	Transfer		Bank of Madison	Transfer of funds	Bk of Madison-Cap Proj-Checking		300,000.00	1,371,770.74
Deposit	03/31/2023	Deposit		Bank of Madison	March interest	Interest income - banks	2,604.99		1,374,375.73
Deposit	04/25/2023				Deposit	Undeposited Funds	2,000,000.00		3,374,375.73
Deposit	04/30/2023	Deposit		Bank of Madison	April interest	Interest income - banks	4,379.42		3,378,755.15
Deposit	05/31/2023	Deposit			May interest	Interest income - banks	8,619.51		3,387,374.66
Deposit	06/12/2023	Tmsfr		Bank of Madison	Trasnfer from Cap Proj MMA to Cap	Bk of Madison-Cap Proj-Checking		2,500,000.00	887,374.66
Deposit	06/30/2023	Deposit		Bank of Madison	June interest	Interest income - banks	4,455.39		891,830.05
Total Bk of Madison-Cap Proj-MMA							4,865,440.59	7,630,480.58	891,830.05
Bk of Madison-JMNW Disbursement									31,276,123.85
Check	07/08/2022	Wire		WSG Land, LLC	Purchase of approx 272.50ac 2058	North Stanton Springs		18,313,356.49	12,962,767.36
Check	08/04/2022	Wire		Sara Tuell, Thomas Verner, William	Purchase of approx 486.356ac	North Stanton Springs		12,819,566.13	143,201.23
Check	09/02/2022	Wire		Callaway Title Escrow, LLC	Purchase land?	North Stanton Springs		74,000.00	69,201.23
Check	09/19/2022	Transfer		Bank of Madison	Transfer to JNMW disbursement acct	Bk of Madison-Cap Proj-Checking	169,519.42		238,720.65
Deposit	09/28/2022	Deposit		Callaway Title Escrow, LLC	Return of overage on closing - Jerry	North Stanton Springs	6.43		238,727.08
Deposit	09/28/2022	Deposit		Callaway Title Escrow, LLC	Return of overage on closing - Tonia	North Stanton Springs	8.35		238,735.43
Check	10/25/2022	Transfer		Bank of Madison	Transfer small closing amt back to	Bk of Madison-Cap Proj-Checking	2.34		238,737.77
Check	10/31/2022	1100		Morgan County Tax Commissioner	Prop tax pymt for N Stanton Springs	Property taxes		25,145.29	213,592.48
Check	11/07/2022	1102		Social Circle	Prop tax pymt for N Stanton Springs	Property taxes		17,473.61	196,118.87
Check	01/25/2023	1101		Walton County Tax Commissioner	Prop tax pymt for N Stanton Springs	Property taxes		34,994.00	161,124.87
Deposit	04/10/2023	Tmsf		Bank of Madison	Transfer from Disbursement to Cap	Bk of Madison-Cap Proj-Checking		315.00	160,809.87
Deposit	04/10/2023	Tmsf		Bank of Madison	Transfer Disbursement to Cap Proj	Bk of Madison-Cap Proj-Checking		9,265.00	151,544.87
Total Bk of Madison-JMNW Disbursement							169,536.54	31,294,115.52	151,544.87
Bk of Madison-JMNW REBA #1									0.00
Deposit	08/10/2022	Transfer		Bank of Madison	Transfer from REBA 1 after rec'd fds	Bk of Madison-Cap Proj-MMA		2,830,480.58	-2,830,480.58
Deposit	08/10/2022	Deposit		Georgia Housing and Fin Authority	DD #4 for reimbursement of JDA	2022 REBA Grant	3,072,549.32		242,068.74
Deposit	08/11/2022	Transfer		Bank of Madison	Transfer of REBA fds after rec'd from	Bk of Madison-Cap Proj-Checking		242,068.74	0.00
Deposit	11/15/2022	Deposit		Georgia Housing and Fin Authority	DD #5 for reimbursement of JDA	2022 REBA Grant	3,836,673.00		3,836,673.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #1	Stanton Sp North - Construction		1,500,000.00	2,336,673.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #2	Stanton Sp North - Construction		1,500,000.00	836,673.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #3	Stanton Sp North - Construction		836,673.00	0.00
Deposit	12/06/2022	Deposit		Georgia Housing and Fin Authority	DD #6 for reimbursement of JDA	2022 REBA Grant	130,418.53		130,418.53
Deposit	12/13/2022	Transfer		Bank of Madison	Reimbursement from Grant	Bk of Madison-Cap Proj-Checking		130,418.53	0.00
Deposit	12/15/2022	Deposit		Georgia Housing and Fin Authority	DD #7 for payment of Plateau	2022 REBA Grant	3,220,310.50		3,220,310.50
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #1 grading work	Stanton Sp North - Construction		1,500,000.00	1,720,310.50
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #2 grading work	Stanton Sp North - Construction		1,500,000.00	220,310.50

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #3 grading work	Stanton Sp North - Construction		220,310.50	0.00
Deposit	01/11/2023	Wire		Georgia Housing and Fin Authority	DD#8 for payment o Plateau, mitigation credits and reimburse JDA	2022 REBA Grant	18,968,040.94		18,968,040.94
Check	01/13/2023	Wire		Plateau Excavation Inc	App #3 Wire Site work	Stanton Sp North - Construction		2,438,738.77	16,529,302.17
Check	01/13/2023	Wire		Wright Brothers Construction Co LLC	REBA grant mitigation credit purchase	Rivian - State Reimbursements		2,553,895.85	13,975,406.32
Check	01/13/2023	Wire		Hard Labor Creek Mtigation LLC	REBA grant mitigation credit purchase	Rivian - State Reimbursements		3,011,764.00	10,963,642.32
Check	01/13/2023	Wire		Savannah River Basin Group LLC	REBA grant mitigation credit purchase	Rivian - State Reimbursements		4,702,670.07	6,260,972.25
Check	01/13/2023	Wire		Little Sandy Creed Mitigation 2 LLC	REBA grant mitigation credit purchase	Rivian - State Reimbursements		5,742,904.44	518,067.81
Deposit	01/20/2023	Tmsf		Bank of Madison	Transfer from REBA grants funds to reimburse JDA expenses	Bk of Madison-Cap Proj-Checking		518,067.81	0.00
Deposit	02/21/2023	Tmsfr		Bank of Madison	Transfer	Bk of Madison-Cap Proj-Checking		18,408.44	-18,408.44
Deposit	02/21/2023	Deposit		Georgia Housing and Fin Authority	DD #9 Plateau and reimburse JDA	2022 REBA Grant	3,632,926.93		3,614,518.49
Check	02/21/2023	Wire		Plateau Excavation Inc	App # 4 Wire	Stanton Sp North - Construction		3,614,518.49	0.00
Deposit	03/29/2023	Transfer		Bank of Madison	Transfer for reimbursment of funds	Bk of Madison-Cap Proj-Checking		166,763.05	-166,763.05
Deposit	03/29/2023	Deposit		Georgia Housing and Fin Authority	DD#10 Plateau and reimburse JDA	2022 REBA Grant	2,905,995.24		2,739,232.19
Check	03/29/2023	Wire		Plateau Excavation Inc	App #5 Wire	Stanton Sp North - Construction		2,739,232.19	0.00
Deposit	04/18/2023	Deposit		Georgia Housing and Fin Authority	DD #11 Plateau and Reimb JDA	2022 REBA Grant	3,051,676.93		3,051,676.93
Check	04/18/2023	Wire		Plateau Excavation Inc	App #6 Wire	Stanton Sp North - Construction		2,985,212.39	66,464.54
Deposit	04/20/2023	Tmsf		Bank of Madison	Transfer from REBA 1 to reimb items nd	Bk of Madison-Cap Proj-Checking		66,464.54	0.00
Deposit	05/12/2023	Trsnfr		Bank of Madison	Transfer from REBA 1 to Cap Proj	Bk of Madison-Cap Proj-Checking		288,900.80	-288,900.80
Deposit	05/12/2023	Deposit		Georgia Housing and Fin Authority	DD #12 Plateau & reimburse JDA	2022 REBA Grant	2,924,691.57		2,635,790.77
Check	05/15/2023	Wire		Plateau Excavation Inc	App # 7 wire	Stanton Sp North - Construction		2,635,790.77	0.00
Deposit	06/07/2023	Deposit		Georgia Housing and Fin Authority	DD #13 Plateau	2022 REBA Grant	216,378.23		216,378.23
Deposit	06/12/2023	Trsnfr		Bank of Madison	Transfer from REBA 1 to Cap Proj Ck	Bk of Madison-Cap Proj-Checking		216,378.23	0.00
Total Bk of Madison-JMNW REBA #1							41,959,661.19	41,959,661.19	0.00
Bank of Madison-Tax Revenue									0.61
Total Bank of Madison-Tax Revenue									0.61
EDGE Grant Acct									90.25
Total EDGE Grant Acct									90.25
Bond Purchase Acct									1.00
Total Bond Purchase Acct									1.00
Accounts Receivable									0.00
Invoice	12/16/2022	101		Georgia Department of Transportation		Inter Govt - Other	2,735,897.66		2,735,897.66
Payment	01/19/2023			Georgia Department of Transportation		Undeposited Funds		2,735,897.66	0.00
Invoice	01/26/2023	102		Rivian Horizon, LLC		Miscellaneous income	39,290.86		39,290.86
Invoice	03/22/2023	103		Georgia Department of Transportation		Inter Govt - Other	40,000.00		79,290.86
Payment	04/12/2023	266180		Georgia Department of Transportation		Undeposited Funds		40,000.00	39,290.86
Invoice	04/20/2023	104		Moring Homet		PILOT Payments	2,000,000.00		2,039,290.86
Payment	04/25/2023			Moring Homet		Undeposited Funds		2,000,000.00	39,290.86
Total Accounts Receivable							4,815,188.52	4,775,897.66	39,290.86
Undeposited Funds									0.00
Payment	01/19/2023			Georgia Department of Transportation		Accounts Receivable	2,735,897.66		2,735,897.66
Deposit	01/19/2023			Georgia Department of Transportation	Deposit	Bk of Madison-Cap Proj-Checking		2,735,897.66	0.00

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Payment	04/12/2023	266180		Georgia Department of Transportation		Accounts Receivable	40,000.00		40,000.00
Deposit	04/12/2023	266180		Georgia Department of Transportation	Reimburse for mitigation credits	Bk of Madison-Cap Proj-Checking		40,000.00	0.00
Payment	04/25/2023			Moming Homet		Accounts Receivable	2,000,000.00		2,000,000.00
Deposit	04/25/2023			Moming Homet	PILOT pymt	Bk of Madison-Cap Proj-MVA		2,000,000.00	0.00
Total Undeposited Funds							4,775,897.66	4,775,897.66	0.00
Accounts Payable									-64,337.74
Bill Pmt -Check	07/25/2022	1067a		Andrea P. Gray, LLC		Checking - Truist	1,830.00		-62,507.74
Bill Pmt -Check	07/26/2022	1193		Thomas & Hutton		Bk of Madison-Cap Proj-Checking	32,515.24		-29,992.50
Bill Pmt -Check	07/26/2022	1195		Thomas & Hutton	May 29 - June 25, 2022	Bk of Madison-Cap Proj-Checking	29,992.50		0.00
Total Accounts Payable							64,337.74	0.00	0.00
Restricted Fund Balance									0.00
General Journal	07/01/2022	TTC-23-1	✓		To reclass Facebook money held for mad	Fund Balance		1,500,000.00	-1,500,000.00
Total Restricted Fund Balance							0.00	1,500,000.00	-1,500,000.00
Fund Balance									-38,236,443.11
General Journal	07/01/2022	TTC-23-1	✓		To reclass Facebook money held for mad	Restricted Fund Balance	1,500,000.00		-36,736,443.11
Total Fund Balance							1,500,000.00	0.00	-36,736,443.11
Intergovernmental Revenue									0.00
Social Circle - Inter Gov t									0.00
Deposit	08/24/2022	Deposit		Social Circle	Pymt due back after payoff in May 22	Checking - Truist		906.94	-906.94
Check	10/25/2022	1071		Social Circle	Reimbursement of add'l GEFA pymt made even after notification to end	Checking - Truist	906.94		0.00
Total Social Circle - Inter Govt							906.94	906.94	0.00
NCWSA - Inter Gov t									0.00
Deposit	10/20/2022	Deposit		Newton Co W & S	Qtr deposit	Checking - Truist		10,429.76	-10,429.76
Deposit	12/20/2022	Deposit		Newton Co W & S	Qtr deposit	Checking - Truist		10,429.76	-20,859.52
Deposit	04/25/2023	Deposit		Newton Co W & S	Principal portion of annual pymt	Bk of Madison-Cap Proj-Checking		380,837.50	-401,697.02
Total NCWSA - Inter Govt							0.00	401,697.02	-401,697.02
Inter Gov t - Other									0.00
Invoice	12/16/2022	101		Georgia Department of Transportation	Purchase of Stream Mitigation Credits for Rivian Frontage Road	Accounts Receivable		2,735,897.66	-2,735,897.66
Invoice	03/22/2023	103		Georgia Department of Transportation	Purchase of Wetland Mitigation Credits for Rivian Frontage Road	Accounts Receivable		40,000.00	-2,775,897.66
Total Inter Govt - Other							0.00	2,775,897.66	-2,775,897.66
Total Intergovernmental Revenue							906.94	3,178,501.62	-3,177,594.68
Land sales									0.00
Reimbursement of costs									0.00
Deposit	03/09/2023	Deposti		First American Title	Deposit	Bk of Madison-Cap Proj-Checking		65.50	-65.50
Total Reimbursement of costs							0.00	65.50	-65.50
Total Land sales							0.00	65.50	-65.50
Grant income									0.00
2022 REBA Grant									0.00
Deposit	08/10/2022	Deposit		Georgia Housing and Fin Authority	DD #4 for reimbursement of JDA expenses	Bk of Madison-JMNW REBA #1		3,072,549.32	-3,072,549.32
Deposit	11/15/2022	Deposit		Georgia Housing and Fin Authority	DD #5 for reimbursement of JDA expenses	Bk of Madison-JMNW REBA #1		3,836,673.00	-6,909,222.32
Deposit	12/06/2022	Deposit		Georgia Housing and Fin Authority	DD #6 for reimbursement of JDA expenses	Bk of Madison-JMNW REBA #1		130,418.53	-7,039,640.85
Deposit	12/15/2022	Deposit		Georgia Housing and Fin Authority	DD #7 for payment of Plateau invoices	Bk of Madison-JMNW REBA #1		3,220,310.50	-10,259,951.35

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	01/11/2023	Wire		Georgia Housing and Fin Authority	DD#8 for payment o Plateau, mitigation credits and reimburse JDA	Bk of Madison-JMNW REBA #1		18,968,040.94	-29,227,992.29
Deposit	02/21/2023	Deposit		Georgia Housing and Fin Authority	DD #9 Plateau and reimburse JDA	Bk of Madison-JMNW REBA #1		3,632,926.93	-32,860,919.22
Deposit	03/29/2023	Deposit		Georgia Housing and Fin Authority	DD#10 Plateau and reimburse JDA	Bk of Madison-JMNW REBA #1		2,905,995.24	-35,766,914.46
Deposit	04/18/2023	Deposit		Georgia Housing and Fin Authority	DD #11 Plateau and Reimb JDA	Bk of Madison-JMNW REBA #1		3,051,676.93	-38,818,591.39
Deposit	05/12/2023	Deposit		Georgia Housing and Fin Authority	DD #12 Plateau & reimburse JDA	Bk of Madison-JMNW REBA #1		2,924,691.57	-41,743,282.96
Deposit	06/07/2023	Deposit		Georgia Housing and Fin Authority	DD #13 Plateau	Bk of Madison-JMNW REBA #1		216,378.23	-41,959,661.19
Total 2022 REBA Grant							0.00	41,959,661.19	-41,959,661.19
Total Grant income							0.00	41,959,661.19	-41,959,661.19
PILOT Payments									0.00
Invoice	04/20/2023	104		Moming Homet	Moming Homet 2 - PILOT payment	Accounts Receivable		2,000,000.00	-2,000,000.00
Total PILOT Payments							0.00	2,000,000.00	-2,000,000.00
Miscellaneous income									0.00
Invoice	01/26/2023	102		Rivian Horizon, LLC	Reimbursement of legal fees per invoice from Smith, Gambrell & Russell, LLP	Accounts Receivable		39,290.86	-39,290.86
Deposit	02/02/2023	Wire		First American Title	First Amer Title Insurance ??	Bk of Madison-Cap Proj-Checking		2,500.00	-41,790.86
Total Miscellaneous income							0.00	41,790.86	-41,790.86
Bank charges									0.00
Check	05/22/2023	Draft		Truist	May 23 Svc chg	Checking - Truist	15.00		15.00
Total Bank charges							15.00	0.00	15.00
Insurance expense									0.00
Check	06/27/2023	1293		ACCG	Inv 23-07-3375IRMA annual	Bk of Madison-Cap Proj-Checking	10,161.00		10,161.00
Total Insurance expense							10,161.00	0.00	10,161.00
Reimb NCIDA & DAWC									0.00
Check	09/27/2022	1207		Newton Co Economic Development Auth	Commission for sale of land - Rivian	Bk of Madison-Cap Proj-Checking	630,396.00		630,396.00
Check	09/27/2022	1208		Development Authority of Walton Co	Commission for sale of land - Rivian	Bk of Madison-Cap Proj-Checking	630,396.00		1,260,792.00
Total Reimb NCIDA & DAWC							1,260,792.00	0.00	1,260,792.00
Miscellaneous expense									0.00
Check	01/24/2023	1075		Jerry Silvio	Reimbursement	Checking - Truist	785.94		785.94
Total Miscellaneous expense							785.94	0.00	785.94
Owners Assoc fees									0.00
Check	01/24/2023	1234		Stanton Springs	Annual invoice for Property Owners Assoc	Bk of Madison-Cap Proj-Checking	87.30		87.30
Total Owners Assoc fees							87.30	0.00	87.30
Professional									0.00
Accounting expense									0.00
Check	09/27/2022	1205		Treadwell, Tamplin & Co, CPA	Inv 182997 yearly services	Bk of Madison-Cap Proj-Checking	34,440.00		34,440.00
Total Accounting expense							34,440.00	0.00	34,440.00
Audit expense									0.00
Check	01/24/2023	1238		McNair, McLemore, Middlebrooks & Co	Inv 111594	Bk of Madison-Cap Proj-Checking	11,032.00		11,032.00
Total Audit expense							11,032.00	0.00	11,032.00
Consulting									0.00
Check	02/28/2023	1077		Allen Smith Consulting Inc	Inv Takeda contact	Checking - Truist	180.00		180.00
Total Consulting							180.00	0.00	180.00
Engineering expense									0.00
Engineering exp									0.00
Check	11/22/2022	1217		Precision Planning Inc	Inv 68483 Map revisions	Bk of Madison-Cap Proj-Checking	877.50		877.50
Total Engineering exp							877.50	0.00	877.50

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Total Engineering expense							877.50	0.00	877.50
Legal expense									0.00
Check	07/25/2022	1067b		Andrea P. Gray, LLC	Inv #79	Checking - Truist	1,695.00		1,695.00
Check	08/23/2022	1068		Andrea P. Gray, LLC	Inv 80	Checking - Truist	3,015.00		4,710.00
Check	09/27/2022	1069		Andrea P. Gray, LLC	Inv 81	Checking - Truist	6,105.00		10,815.00
Check	10/26/2022	1070		Andrea P. Gray, LLC	Inv 82	Checking - Truist	6,975.00		17,790.00
Check	11/22/2022	1072		Andrea P. Gray, LLC	Inv 83	Checking - Truist	5,745.00		23,535.00
Check	12/20/2022	1073		Andrea P. Gray, LLC		Checking - Truist	7,215.00		30,750.00
Check	01/24/2023	1074		Andrea P. Gray, LLC	Inv 85	Checking - Truist	7,320.00		38,070.00
Check	02/28/2023	1076		Andrea P. Gray, LLC	Inv 86	Checking - Truist	8,565.00		46,635.00
Check	03/28/2023	1078		Andrea P. Gray, LLC	Inv 87	Checking - Truist	7,560.00		54,195.00
Total Legal expense							54,195.00	0.00	54,195.00
Litigation expense									0.00
Check	11/22/2022	1218		Andrea P. Gray, LLC	Inv #6 Reimb Project Exp	Bk of Madison-Cap Proj-Checking	8,650.00		8,650.00
Check	11/22/2022	1219		Andrea P. Gray, LLC	Inv #1 Rivian Zoning	Bk of Madison-Cap Proj-Checking	11,310.00		19,960.00
Check	11/22/2022	1220		Andrea P. Gray, LLC	Inv #2 Project Adventure Bonds	Bk of Madison-Cap Proj-Checking	4,110.00		24,070.00
Check	11/22/2022	1221		Andrea P. Gray, LLC	Inv #1 Rivian Bond Validation Appeal	Bk of Madison-Cap Proj-Checking	1,200.00		25,270.00
Check	12/20/2022	1225		Holland & Knight LLP	Inv 33003985	Bk of Madison-Cap Proj-Checking	27,593.45		52,863.45
Check	12/20/2022	1226		Holland & Knight LLP	Inv 33029690	Bk of Madison-Cap Proj-Checking	155,378.92		208,242.37
Check	12/20/2022	1227		Smith Gambrell & Russell LLP	Inv 1092097	Bk of Madison-Cap Proj-Checking	39,290.86		247,533.23
Check	12/20/2022	1228		Smith Gambrell & Russell LLP	Inv 1092099	Bk of Madison-Cap Proj-Checking	120,705.61		368,238.84
Check	12/20/2022	1229		Smith Gambrell & Russell LLP	Inv 1092098	Bk of Madison-Cap Proj-Checking	189,765.95		558,004.79
Check	01/24/2023	1239		Andrea P. Gray, LLC	Inv 1 Stream Buffer Variance	Bk of Madison-Cap Proj-Checking	1,005.00		559,009.79
Check	01/24/2023	1240		Andrea P. Gray, LLC	Inv 2 Rivian Zoning Litigation	Bk of Madison-Cap Proj-Checking	4,125.00		563,134.79
Check	01/24/2023	1241		Andrea P. Gray, LLC	Inv 86 Rivian Bond Validation Appeal	Bk of Madison-Cap Proj-Checking	2,280.00		565,414.79
Check	01/24/2023	1242		Andrea P. Gray, LLC	Inv 7 Reimbursable Project	Bk of Madison-Cap Proj-Checking	3,060.00		568,474.79
Check	01/24/2023	1243		Smith Gambrell & Russell LLP	Inv 1095517 Bond Validation appeal	Bk of Madison-Cap Proj-Checking	52,810.20		621,284.99
Check	01/24/2023	1244		Smith Gambrell & Russell LLP	Inv 1095518 Zoning Litigation	Bk of Madison-Cap Proj-Checking	23,031.50		644,316.49
Check	01/24/2023	1245		Smith Gambrell & Russell LLP	Inv 1097060 Bond financing matters	Bk of Madison-Cap Proj-Checking	1,051.64		645,368.13
Check	02/28/2023	1250		Andrea P. Gray, LLC	Inv 8 REImburseable Project	Bk of Madison-Cap Proj-Checking	615.00		645,983.13
Check	02/28/2023	1251		Andrea P. Gray, LLC	Inv 2 Rivian Zoning Litigation	Bk of Madison-Cap Proj-Checking	1,335.00		647,318.13
Check	02/28/2023	1252		Andrea P. Gray, LLC	Inv 89 Rivian Bond Validation Appeal	Bk of Madison-Cap Proj-Checking	1,515.00		648,833.13
Check	02/28/2023	1253		Andrea P. Gray, LLC	Inv 2 Stream Buffer VAriance	Bk of Madison-Cap Proj-Checking	6,045.00		654,878.13
Check	02/28/2023	1254		Smith Gambrell & Russell LLP	Jan 23	Bk of Madison-Cap Proj-Checking	57,182.92		712,061.05
Check	02/28/2023	1255		Holland & Knight LLP	Dec-22 thru Feb 23	Bk of Madison-Cap Proj-Checking	122,655.91		834,716.96
Check	03/28/2023	1263		Andrea P. Gray, LLC	Inv 3 Stream Buffer Variance	Bk of Madison-Cap Proj-Checking	720.00		835,436.96
Check	03/28/2023	1264		Andrea P. Gray, LLC	Inv 3 Rivian Zoning Litigation	Bk of Madison-Cap Proj-Checking	1,755.00		837,191.96
Check	03/28/2023	1265		Andrea P. Gray, LLC	Inv 9 Reimburse	Bk of Madison-Cap Proj-Checking	315.00		837,506.96
Check	03/28/2023	1266		Smith Gambrell & Russell LLP	Inv 114283 Stream Buffer	Bk of Madison-Cap Proj-Checking	30,841.00		868,347.96
Check	03/28/2023	1267		Smith Gambrell & Russell LLP	Inv 1104281 Zoning litigation	Bk of Madison-Cap Proj-Checking	26,740.20		895,088.16
Check	03/28/2023	1268		Smith Gambrell & Russell LLP	Inv 1104280 Bond Validation	Bk of Madison-Cap Proj-Checking	31,379.20		926,467.36
Check	03/28/2023	1269		Holland & Knight LLP	Inv 33080221 Zoning litigation	Bk of Madison-Cap Proj-Checking	4,400.00		930,867.36
Check	03/28/2023	1270		Holland & Knight LLP	Inv 33080220 Rivian Bond Litigation	Bk of Madison-Cap Proj-Checking	6,513.00		937,380.36
Check	04/25/2023	1079		Andrea P. Gray, LLC	Inv 88	Checking - Truist	8,730.00		946,110.36
Check	05/22/2023	1080		Andrea P. Gray, LLC	Inv 89 General representation	Checking - Truist	8,386.25		954,496.61
Check	05/23/2023	1280		Andrea P. Gray, LLC	VOID:	Bk of Madison-Cap Proj-Checking	0.00		954,496.61

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	05/23/2023	1281		Andrea P. Gray, LLC	Inv 90 Bond Validation	Bk of Madison-Cap Proj-Checking	2,280.00		956,776.61
Check	05/23/2023	1281		Andrea P. Gray, LLC	Inv 1 Clean Water lawsuit	Bk of Madison-Cap Proj-Checking	2,505.00		959,281.61
Check	05/23/2023	1281		Andrea P. Gray, LLC	Inv 4 Stream Buffer Challenge	Bk of Madison-Cap Proj-Checking	3,224.70		962,506.31
Check	05/23/2023	1281		Andrea P. Gray, LLC	Inv 4 Zoning litigation	Bk of Madison-Cap Proj-Checking	1,469.00		963,975.31
Check	05/23/2023	1282		Smith Gambrell & Russell LLP	Inv 1115724 Bond Validation	Bk of Madison-Cap Proj-Checking	17,732.80		981,708.11
Check	05/23/2023	1282		Smith Gambrell & Russell LLP	Inv 1115272 Clean Water claim	Bk of Madison-Cap Proj-Checking	7,593.50		989,301.61
Check	05/23/2023	1282		Smith Gambrell & Russell LLP	Inv 1115271 Stream Buffer appeal	Bk of Madison-Cap Proj-Checking	11,190.38		1,000,491.99
Check	05/23/2023	1282		Smith Gambrell & Russell LLP	Inv 1115270 Zoning litigation	Bk of Madison-Cap Proj-Checking	21,609.50		1,022,101.49
Check	05/23/2023	1282		Smith Gambrell & Russell LLP	Inv 1111341 Stream Buffer	Bk of Madison-Cap Proj-Checking	8,409.88		1,030,511.37
Check	05/23/2023	1283		Holland & Knight LLP	Inv 33104481 Bond litigation	Bk of Madison-Cap Proj-Checking	5,711.50		1,036,222.87
Check	05/23/2023	1283		Holland & Knight LLP	Inv 33105928 Stream Buffer challenge	Bk of Madison-Cap Proj-Checking	787.50		1,037,010.37
Check	06/27/2023	1081		Andrea P. Gray, LLC	Inv #90 GEneral representation	Checking - Truist	7,215.00		1,044,225.37
Check	06/27/2023	1289		Andrea P. Gray, LLC	Inv 91 Rivian Bond appeal	Bk of Madison-Cap Proj-Checking	1,155.00		1,045,380.37
Check	06/27/2023	1290		Andrea P. Gray, LLC	Inv 2 Clean Water Lawsuit	Bk of Madison-Cap Proj-Checking	2,595.00		1,047,975.37
Check	06/27/2023	1291		Holland & Knight LLP	Inv 33138126 Rivian bond litigation	Bk of Madison-Cap Proj-Checking	26,726.50		1,074,701.87
Check	06/27/2023	1292		Holland & Knight LLP	Inv 33121005 Rivian bond litigation	Bk of Madison-Cap Proj-Checking	19,038.10		1,093,739.97
Total Litigation expense							1,093,739.97	0.00	1,093,739.97
Total Professional							1,194,464.47	0.00	1,194,464.47
Property taxes									0.00
Check	10/31/2022	1100		Morgan County Tax Commissioner	Prop tax pymt for N Stanton Springs property	Bk of Madison-JMNW Disbursement	25,145.29		25,145.29
Check	11/07/2022	1102		Social Circle	Prop tax pymt for N Stanton Springs property	Bk of Madison-JMNW Disbursement	17,473.61		42,618.90
Check	01/25/2023	1101		Walton County Tax Commissioner	Prop tax pymt for N Stanton Springs property	Bk of Madison-JMNW Disbursement	34,994.00		77,612.90
Total Property taxes							77,612.90	0.00	77,612.90
Utilities									0.00
Check	07/06/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	67.09		67.09
Check	07/06/2022	ACH		Snapping Shoals	acct 7283669	Checking - Truist	24.89		91.98
Check	08/03/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		121.94
Check	08/03/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	68.05		189.99
Check	09/01/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		219.95
Check	09/01/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	68.28		288.23
Check	10/04/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		318.19
Check	10/04/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	65.97		384.16
Check	11/01/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		414.12
Check	11/01/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	66.30		480.42
Check	12/01/2022	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		510.38
Check	12/01/2022	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	64.90		575.28
Check	01/03/2023	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		605.24
Check	01/03/2023	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	63.93		669.17
Check	02/01/2023	AC		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		699.13
Check	02/01/2023	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	62.83		761.96
Check	03/07/2023	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		791.92
Check	03/07/2023	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	62.23		854.15
Check	04/04/2023	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		884.11
Check	04/04/2023	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	62.54		946.65
Check	05/02/2023	ACH		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		976.61
Check	05/02/2023	ACH		Snapping Shoals	Acct 4283727	Checking - Truist	62.63		1,039.24
Check	06/05/2023	Draft		Snapping Shoals	Acct 4283669	Checking - Truist	29.96		1,069.20
Check	06/05/2023	Draft		Snapping Shoals	Acct 4283727	Checking - Truist	63.65		1,132.85

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Total Utilities							1,132.85	0.00	1,132.85
Debt Service									0.00
02 GEFA Principal									0.00
Check	07/13/2022	Draft		GEFA	Qtrly GEFA drafted payment	Checking - Truist	10,951.46		10,951.46
Check	10/11/2022	ACH		GEFA	Qtrly GEFA drafted payment	Checking - Truist	11,075.58		22,027.04
Check	01/10/2023	ACH		GEFA	Final pymt	Checking - Truist	11,203.02		33,230.06
Total 02 GEFA Principal							33,230.06	0.00	33,230.06
02 GEFA Interest expense									0.00
Check	07/13/2022	Draft		GEFA	Qtrly GEFA drafted payment	Checking - Truist	385.24		385.24
Check	10/11/2022	ACH		GEFA	Qtrly GEFA drafted payment	Checking - Truist	261.12		646.36
Check	01/10/2023	ACH		GEFA	Final pymt	Checking - Truist	131.31		777.67
Total 02 GEFA Interest expense							777.67	0.00	777.67
Total Debt Service							34,007.73	0.00	34,007.73
Interest income									0.00
Interest income - banks									0.00
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Bk of Madison-Cap Proj-Checking		67.20	-67.20
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Bk of Madison-Cap Proj-MMA		1,022.06	-1,089.26
Deposit	07/31/2022	Deposit		Bank of Madison	July interest	Bk of Madison-MMA		762.07	-1,851.33
Deposit	08/31/2022	Deposti		Bank of Madison	August interest	Bk of Madison-MMA		1,390.20	-3,241.53
Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Bk of Madison-Cap Proj-Checking		127.92	-3,369.45
Deposit	08/31/2022	Deposit		Bank of Madison	August interest	Bk of Madison-Cap Proj-MMA		1,817.94	-5,187.39
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Bk of Madison-MMA		1,888.37	-7,075.76
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Bk of Madison-Cap Proj-Checking		145.96	-7,221.72
Deposit	09/30/2022	Deposit		Bank of Madison	September interest	Bk of Madison-Cap Proj-MMA		2,392.83	-9,614.55
Deposit	10/31/2022	Deposit		Bank of Madison	October interest	Bk of Madison-Cap Proj-Checking		130.57	-9,745.12
Deposit	10/31/2022	Deposit		Bank of Madison	October interest	Bk of Madison-Cap Proj-MMA		1,632.54	-11,377.66
Deposit	10/31/2022	Deposit		Bank of Madison	Octobe interest	Bk of Madison-MMA		2,061.87	-13,439.53
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Bk of Madison-MMA		2,246.99	-15,686.52
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Bk of Madison-Cap Proj-Checking		98.70	-15,785.22
Deposit	11/30/2022	Deposit		Bank of Madison	November interest	Bk of Madison-Cap Proj-MMA		1,779.12	-17,564.34
Deposit	12/31/2022	Deposit		Bank of Madison	Dec interest	Bk of Madison-Cap Proj-Checking		58.44	-17,622.78
Deposit	12/31/2022	Deposit		Bank of Madison	December interest	Bk of Madison-Cap Proj-MMA		2,036.40	-19,659.18
Deposit	12/31/2022	Deposit		Bank of Madison	December interest	Bk of Madison-MMA		2,680.07	-22,339.25
Deposit	01/31/2023	Deposit		Bank of Madison	Interest	Bk of Madison-MMA		3,245.82	-25,585.07
Deposit	01/31/2023	Dep		Bank of Madison	Jan interest	Bk of Madison-Cap Proj-Checking		99.93	-25,685.00
Deposit	01/31/2023	Deposit		Bank of Madison	January interest	Bk of Madison-Cap Proj-MMA		1,977.07	-27,662.07
Deposit	02/28/2023	Deposit		Bank of Madison	Feb interest	Bk of Madison-Cap Proj-Checking		94.55	-27,756.62
Deposit	02/28/2023	Deposit		Bank of Madison	Feb interest	Bk of Madison-MMA		3,681.98	-31,438.60
Deposit	02/28/2023	Deposti		Bank of Madison	February interest	Bk of Madison-Cap Proj-MMA		2,242.74	-33,681.34
Deposit	03/31/2023	Deposit		Bank of Madison	March Interest	Bk of Madison-Cap Proj-Checking		142.88	-33,824.22
Deposit	03/31/2023	Deposit		Bank of Madison	March interest	Bk of Madison-Cap Proj-MMA		2,604.99	-36,429.21
Deposit	03/31/2023	Deposit		Bank of Madison	March interest	Bk of Madison-MMA		5,212.01	-41,641.22
Deposit	04/30/2023	Deposit		Bank of Madison	April interest	Bk of Madison-MMA		6,788.47	-48,429.69
Deposit	04/30/2023	Deposit		Bank of Madison	April interest income	Bk of Madison-Cap Proj-Checking		156.71	-48,586.40
Deposit	04/30/2023	Deposit		Bank of Madison	April interest	Bk of Madison-Cap Proj-MMA		4,379.42	-52,965.82
Deposit	05/31/2023	dep		Bank of Madison	May interest	Bk of Madison-Cap Proj-Checking		248.41	-53,214.23
Deposit	05/31/2023	Deposit			May interest	Bk of Madison-Cap Proj-MMA		8,619.51	-61,833.74
Deposit	05/31/2023	Deposit		Bank of Madison	May interest	Bk of Madison-MMA		7,032.36	-68,866.10
Deposit	06/30/2023	Deposit		Bank of Madison	June interest	Bk of Madison-Cap Proj-Checking		126.68	-68,992.78
Deposit	06/30/2023	Deposit		Bank of Madison	June interest	Bk of Madison-Cap Proj-MMA		4,455.39	-73,448.17
Deposit	06/30/2023	Deposit		Bank of Madison	June interest	Bk of Madison-MMA		6,822.59	-80,270.76

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Total Interest income - banks							0.00	80,270.76	-80,270.76
Interest income - NCWSA debt									0.00
Deposit	04/25/2023	Deposit		Newton Co W & S	Interest portion of annual pymt	Bk of Madison-Cap Proj-Checking		11,425.13	-11,425.13
Total Interest income - NCWSA debt							0.00	11,425.13	-11,425.13
Total Interest income							0.00	91,695.89	-91,695.89
Capital Outlay									0.00
Land purchase									0.00
North Stanton Springs									0.00
Check	07/08/2022	Wire		WSG Land, LLC	Purchase of approx 272.50ac 2058 Darel Dr Walter Co	Bk of Madison-JMNW Disbursement	18,313,356.49		18,313,356.49
Check	08/04/2022	Wire		Sara Tuell, Thomas Verner, William Verner	Purchase of approx 486.356ac Morgan Co	Bk of Madison-JMNW Disbursement	12,819,566.13		31,132,922.62
Check	08/11/2022	Wire		Callaway Title Escrow, LLC	Purchase of 39.984 Jenkins Old Mill Rd Morgan Co	Bk of Madison-Cap Proj-MMA	2,830,480.58		33,963,403.20
Deposit	08/23/2022	Deposit		Sandra Latimer	Refund from closing difference	Bk of Madison-Cap Proj-Checking		2.34	33,963,400.86
Check	09/02/2022	Wire		Callaway Title Escrow, LLC	Purchase land?	Bk of Madison-JMNW Disbursement	74,000.00		34,037,400.86
Deposit	09/28/2022	Deposit		Callaway Title Escrow, LLC	Return of overage on closing - Jerry Falton Cowden	Bk of Madison-JMNW Disbursement		6.43	34,037,394.43
Deposit	09/28/2022	Deposit		Callaway Title Escrow, LLC	Return of overage on closing - Tonia Paramore	Bk of Madison-JMNW Disbursement		8.35	34,037,386.08
Total North Stanton Springs							34,037,403.20	17.12	34,037,386.08
Land acquisition cost									0.00
Deposit	07/08/2022	Deposit		Callaway Title Escrow, LLC	Option pymnt returned at closing	Bk of Madison-Cap Proj-Checking		100,000.00	-100,000.00
Deposit	08/04/2022	Deposit		Callaway Title Escrow, LLC	Option payment returned at closing	Bk of Madison-Cap Proj-Checking		10,000.00	-110,000.00
Deposit	08/11/2022	Deposit		Callaway Title Escrow, LLC	Option payment returned at closing	Bk of Madison-Cap Proj-Checking		10,000.00	-120,000.00
Total Land acquisition cost							0.00	120,000.00	-120,000.00
Total Land purchase							34,037,403.20	120,017.12	33,917,386.08
Stanton Springs North									0.00
Stanton Sp North - Construction									0.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #1	Bk of Madison-JMNW REBA #1	1,500,000.00		1,500,000.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #2	Bk of Madison-JMNW REBA #1	1,500,000.00		3,000,000.00
Check	11/16/2022	ACH		Plateau Excavation Inc	App #1 Wire #3	Bk of Madison-JMNW REBA #1	836,673.00		3,836,673.00
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #1 grading work	Bk of Madison-JMNW REBA #1	1,500,000.00		5,336,673.00
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #2 grading work	Bk of Madison-JMNW REBA #1	1,500,000.00		6,836,673.00
Check	12/16/2022	Wire		Plateau Excavation Inc	App #2 Wire #3 grading work	Bk of Madison-JMNW REBA #1	220,310.50		7,056,983.50
Check	01/13/2023	Wire		Plateau Excavation Inc	App #3 Wire Site work	Bk of Madison-JMNW REBA #1	2,438,738.77		9,495,722.27
Check	02/21/2023	Wire		Plateau Excavation Inc	App # 4 Wire	Bk of Madison-JMNW REBA #1	3,614,518.49		13,110,240.76
Check	03/29/2023	Wire		Plateau Excavation Inc	App #5 Wire	Bk of Madison-JMNW REBA #1	2,739,232.19		15,849,472.95
Check	04/18/2023	Wire		Plateau Excavation Inc	App #6 Wire	Bk of Madison-JMNW REBA #1	2,985,212.39		18,834,685.34
Check	05/15/2023	Wire		Plateau Excavation Inc	App # 7 wire	Bk of Madison-JMNW REBA #1	2,635,790.77		21,470,476.11
Check	06/12/2023	Wire		Plateau Excavation Inc	App #8	Bk of Madison-Cap Proj-Checking	3,189,889.79		24,660,365.90
Total Stanton Sp North - Construction							24,660,365.90	0.00	24,660,365.90
Rivian - Expenses									0.00
Check	07/26/2022	1192		Allen Smith Consulting Inc	Inv 13228 EDGE grant admin	Bk of Madison-Cap Proj-Checking	180.00		180.00
Check	07/26/2022	1194		Comerstone Government Affairs, Inc.	Inv 072022 Monthly services	Bk of Madison-Cap Proj-Checking	20,000.00		20,180.00
Check	08/23/2022	1196		Allen Smith Consulting Inc	Inv #13227	Bk of Madison-Cap Proj-Checking	2,000.00		22,180.00
Check	08/23/2022	1197		Allen Smith Consulting Inc	Inv #13237	Bk of Madison-Cap Proj-Checking	2,200.00		24,380.00
Check	08/23/2022	1199		Thomas & Hutton	Inv #0225373 ALTA survey	Bk of Madison-Cap Proj-Checking	9,135.00		33,515.00
Check	08/23/2022	1200		Comerstone Government Affairs, Inc.	Inv 082022 Monthly services	Bk of Madison-Cap Proj-Checking	20,000.00		53,515.00
Check	08/23/2022	1198		Thomas & Hutton	Inv #0225151 Project Adventure	Bk of Madison-Cap Proj-Checking	6,250.00		59,765.00

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	09/27/2022	1203		Thomas & Hutton	Inv #0226671 Project Adventure - INA reem	Bk of Madison-Cap Proj-Checking	12,440.25		72,205.25
Check	09/27/2022	1204		Comerstone Government Affairs, Inc.	Inv 092022 Monthly services	Bk of Madison-Cap Proj-Checking	20,000.00		92,205.25
Check	09/27/2022	1206		Allen Smith Consulting Inc	Inv 13263 REBA Project Adventure admin	Bk of Madison-Cap Proj-Checking	1,800.00		94,005.25
Check	10/25/2022	1209		Allen Smith Consulting Inc	Inv 13284	Bk of Madison-Cap Proj-Checking	2,000.00		96,005.25
Check	10/25/2022	1210		Comerstone Government Affairs, Inc.	Inv 102022 Monthly servicves	Bk of Madison-Cap Proj-Checking	20,000.00		116,005.25
Check	10/25/2022	1212		Thomas & Hutton	Inv # 0228335 Proj Adventure reimbursed	Bk of Madison-Cap Proj-Checking	63,905.10		179,910.35
Check	11/22/2022	1216		Comerstone Government Affairs, Inc.	Inv 112022 Monthly services	Bk of Madison-Cap Proj-Checking	10,000.00		189,910.35
Check	11/22/2022	1213		Thomas & Hutton	Inv #0229809 General Consulting	Bk of Madison-Cap Proj-Checking	4,180.00		194,090.35
Check	12/20/2022	1223		Allen Smith Consulting Inc		Bk of Madison-Cap Proj-Checking	1,000.00		195,090.35
Check	12/20/2022	1224		Comerstone Government Affairs, Inc.		Bk of Madison-Cap Proj-Checking	10,000.00		205,090.35
Check	12/20/2022	1232		Thomas & Hutton	Inv 0231074	Bk of Madison-Cap Proj-Checking	63,802.00		268,892.35
Check	01/24/2023	1233		Comerstone Government Affairs, Inc.		Bk of Madison-Cap Proj-Checking	10,000.00		278,892.35
Check	01/24/2023	1237		Allen Smith Consulting Inc	Inv 13370 Grant adminb	Bk of Madison-Cap Proj-Checking	600.00		279,492.35
Check	02/28/2023	1246		Allen Smith Consulting Inc	Inv 13307 Grant Admin	Bk of Madison-Cap Proj-Checking	1,000.00		280,492.35
Check	02/28/2023	1247		Allen Smith Consulting Inc	Inv 13409	Bk of Madison-Cap Proj-Checking	1,350.00		281,842.35
Check	02/28/2023	1248		Allen Smith Consulting Inc	Inv 13410	Bk of Madison-Cap Proj-Checking	700.00		282,542.35
Check	02/28/2023	1249		Comerstone Government Affairs, Inc.	Inc JDA-022023	Bk of Madison-Cap Proj-Checking	10,000.00		292,542.35
Check	02/28/2023	1256		Thomas & Hutton	Inv 0232797 Rivian Special Inspection	Bk of Madison-Cap Proj-Checking	18,408.44		310,950.79
Check	02/28/2023	1257		Thomas & Hutton	Inv 0233899 Rivian Special Inspection	Bk of Madison-Cap Proj-Checking	27,800.19		338,750.98
Check	03/28/2023	1260		Allen Smith Consulting Inc	Inv 13450 REBA #1 Grant Admin	Bk of Madison-Cap Proj-Checking	600.00		339,350.98
Check	03/28/2023	1261		Comerstone Government Affairs, Inc.	Inv JDA-032023	Bk of Madison-Cap Proj-Checking	10,000.00		349,350.98
Check	03/28/2023	1262		Thomas & Hutton	INV 0235446 Rivian Speical Inspection & mat'l testing	Bk of Madison-Cap Proj-Checking	19,173.06		368,524.04
Check	04/25/2023	1271		Comerstone Government Affairs, Inc.	JDA 042023	Bk of Madison-Cap Proj-Checking	10,000.00		378,524.04
Check	04/25/2023	1272		Allen Smith Consulting Inc	Inv 13481	Bk of Madison-Cap Proj-Checking	1,100.00		379,624.04
Check	05/23/2023	1278		Allen Smith Consulting Inc	Inv 13515	Bk of Madison-Cap Proj-Checking	2,000.00		381,624.04
Check	05/23/2023	1279		Comerstone Government Affairs, Inc.	Inv JDA052023	Bk of Madison-Cap Proj-Checking	10,000.00		391,624.04
Check	06/27/2023	1284		Comerstone Government Affairs, Inc.	Inv JDA062023	Bk of Madison-Cap Proj-Checking	10,000.00		401,624.04
Total Rivian - Expenses							401,624.04	0.00	401,624.04
Rivian - Reimbursable Expenses									0.00
Check	08/23/2022	1198		Thomas & Hutton	Inv #0225151 Project Adventure	Bk of Madison-Cap Proj-Checking	48,814.94		48,814.94
Check	09/27/2022	1201		Thomas & Hutton	Inv #0223345 ALTA survey	Bk of Madison-Cap Proj-Checking	17,266.35		66,081.29
Check	09/27/2022	1202		Thomas & Hutton	Inv #0226607 ALTA survey dated July 7	Bk of Madison-Cap Proj-Checking	13,180.00		79,261.29
Check	09/27/2022	1203		Thomas & Hutton	Inv #0226671 Project Adventure - REBA reem	Bk of Madison-Cap Proj-Checking	42,022.24		121,283.53
Check	10/25/2022	1211		Thomas & Hutton	Inv #0227531 Proj Adv ALTA Survey	Bk of Madison-Cap Proj-Checking	12,666.40		133,949.93
Check	10/25/2022	1212		Thomas & Hutton	Inv # 0228335 Proj Adventure reimbursed	Bk of Madison-Cap Proj-Checking	84,126.26		218,076.19
Check	11/22/2022	1213		Thomas & Hutton	Inv #0229809 General Consulting	Bk of Madison-Cap Proj-Checking	47,889.55		265,965.74
Check	11/22/2022	1214		Thomas & Hutton	Inv #0228954 ALTA survey	Bk of Madison-Cap Proj-Checking	34,126.25		300,091.99
Check	11/22/2022	1215		Thomas & Hutton	Inv #0229810 Rivian	Bk of Madison-Cap Proj-Checking	125,379.69		425,471.68

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	12/20/2022	1222		Thomas & Hutton		Bk of Madison-Cap Proj-Checking	29,777.32		455,249.00
Check	12/20/2022	1230		Thomas & Hutton	Inv 0231073 ALTA survey	Bk of Madison-Cap Proj-Checking	2,565.00		457,814.00
Check	12/20/2022	1231		Thomas & Hutton	Inv 0231072	Bk of Madison-Cap Proj-Checking	1,990.00		459,804.00
Check	12/20/2022	1232		Thomas & Hutton	Inv 0231074	Bk of Madison-Cap Proj-Checking	72,595.85		532,399.85
Check	01/20/2023	Wire		Georgia-Alabama Land Trust Inc	Mitigation credits purchased	Bk of Madison-Cap Proj-Checking	2,920,000.00		3,452,399.85
Check	01/24/2023	1235		Thomas & Hutton	Inv 0233052 ALTA survey	Bk of Madison-Cap Proj-Checking	1,910.00		3,454,309.85
Check	01/24/2023	1236		Thomas & Hutton	Inv 0232770 Project Adventure	Bk of Madison-Cap Proj-Checking	45,381.48		3,499,691.33
Check	03/28/2023	1258		Thomas & Hutton	In 0235438 Project Adventure	Bk of Madison-Cap Proj-Checking	62,601.53		3,562,292.86
Check	03/28/2023	1259		Thomas & Hutton	General Inv 0235474 ALTA survey	Bk of Madison-Cap Proj-Checking	3,936.25		3,566,229.11
Check	03/29/2023	ACH		Georgia-Alabama Land Trust Inc	Mitigation credit purchase	Bk of Madison-Cap Proj-Checking	40,000.00		3,606,229.11
Check	04/25/2023	1273		Thomas & Hutton	Inv 0237431 Project Adventure	Bk of Madison-Cap Proj-Checking	74,137.66		3,680,366.77
Check	04/25/2023	1274		Thomas & Hutton	Inv 0236731 ALTA Survey	Bk of Madison-Cap Proj-Checking	7,087.50		3,687,454.27
Check	04/25/2023	1275		Thomas & Hutton	Inv 0233900 Project Adventure	Bk of Madison-Cap Proj-Checking	111,260.98		3,798,715.25
Check	05/23/2023	1276		Thomas & Hutton	Inv 02391863 Project Adventure	Bk of Madison-Cap Proj-Checking	67,335.38		3,866,050.63
Check	05/23/2023	1277		Thomas & Hutton	Inv 0239328 ALTA survey	Bk of Madison-Cap Proj-Checking	10,640.00		3,876,690.63
Check	06/12/2023	Wire		Thomas & Hutton	Inv 0237432	Bk of Madison-Cap Proj-Checking	29,876.88		3,906,567.51
Check	06/27/2023	1285		Allen Smith Consulting Inc	Inv 13546	Bk of Madison-Cap Proj-Checking	2,500.00		3,909,067.51
Check	06/27/2023	1286		Thomas & Hutton	Inv 0240774 Project Adventure	Bk of Madison-Cap Proj-Checking	65,494.65		3,974,562.16
Check	06/27/2023	1287		Thomas & Hutton	Inv 0240773 Rivian inspections & testing	Bk of Madison-Cap Proj-Checking	39,757.19		4,014,319.35
Check	06/27/2023	1288		Thomas & Hutton	Inv 0241134 ALTA survey	Bk of Madison-Cap Proj-Checking	805.80		4,015,125.15
Total Rivian - Reimbursable Expenses							4,015,125.15	0.00	4,015,125.15
Rivian - State Reimbursements									0.00
Check	01/13/2023	Wire		Wright Brothers Construction Co LLC	REBA grant mitigation credit purchase	Bk of Madison-JMNW REBA #1	2,553,895.85		2,553,895.85
Check	01/13/2023	Wire		Hard Labor Creek Mitigation LLC	REBA grant mitigation credit purchase	Bk of Madison-JMNW REBA #1	3,011,764.00		5,565,659.85
Check	01/13/2023	Wire		Savannah River Basin Group LLC	REBA grant mitigation credit purchase	Bk of Madison-JMNW REBA #1	4,702,670.07		10,268,329.92
Check	01/13/2023	Wire		Little Sandy Creed Mitigation 2 LLC	REBA grant mitigation credit purchase	Bk of Madison-JMNW REBA #1	5,742,904.44		16,011,234.36
Total Rivian - State Reimbursements							16,011,234.36	0.00	16,011,234.36
Total Stanton Springs North							45,088,349.45	0.00	45,088,349.45
Total Capital Outlay							79,125,752.65	120,017.12	79,005,735.53
TOTAL							149,720,636.50	149,720,636.50	0.00