

RESOLUTION APPROVING THE USE AND GRANT OF PUBLIC FUNDS TO RAM MILLBROOK HOSPITALITY, LLC TO PROMOTE ECONOMIC DEVELOPMENT AND THE AUTHORIZATION AND APPROVAL OF PROJECT DEVELOPMENT AGREEMENTS

WHEREAS, the City Council (the “City Council”) of the City of Millbrook, Alabama (the “City”) enthusiastically supports and encourages economic development within the City in order to develop a solid and diverse local economy, to increase employment opportunities in the City, to broaden the City’s tax base, to increase revenues, and to provide necessary and improved services to the citizens of the City, thereby improving the quality of life of its citizens; and

WHEREAS, Amendment 772 to the Constitution of Alabama 1901, as amended, recodified as Section 94.01 of the Constitution of Alabama of 1901 (“Amendment 772”) authorizes the City to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development of the City; and

WHEREAS, The Gateway Cooperative District (the “District”) is a public corporation duly organized by its two members, the City and the Authority (as defined below), and validly existing under the provisions of the Code of Alabama 1975, Title 11, Chapter 99B by Certificate of Incorporation duly filed for record in the office of the Judge of Probate of Elmore County, Alabama, which Certificate of Incorporation has not been revoked and is in full force and effect; and

WHEREAS, The City of Millbrook Redevelopment Authority (the “Authority”) is a public corporation duly organized and validly existing under the provisions of the Code of Alabama 1975, Title 11, Chapter 54A by Certificate of Incorporation duly filed for record in the office of the Judge of Probate of Elmore County, Alabama, which Certificate of Incorporation has not been revoked and is in full force and effect; and

WHEREAS, Ram Millbrook Hospitality, LLC, an Alabama limited liability company (the “Company”) contemplates locating within the City of Millbrook, Alabama (the “City”) a hotel with at least ninety-four (94) rooms for use (the “Project”); and

WHEREAS, the City has determined that public efforts to foster economic and industrial development have been impeded by the lack of adequate overnight accommodations, and that the Project would enhance the City’s efforts regarding such development; and

WHEREAS, the City believes that it is in the best interest of the City’s residents and the public to enter into a Project Development Agreement, which shall be in compliance with the Code of Alabama, 1975, as amended, and the Alabama Constitution of 1901, as amended, with the Company pursuant to which the City shall make appropriations to the Company in the form of lodging tax rebates (the “Incentives”) to induce the Company to locate the Project within the City, in substantially the form attached hereto as Exhibit A (the “Project Development Agreement”); and

WHEREAS, to induce the Company to locate the Project within the City, the City Council has determined that it is advantageous for the District, the Authority, and the City to cooperate and facilitate the acquisition, construction, equipping and financing of the Project and the road and other public improvements and the costs of designing and financing these improvements pursuant to a Public Improvements Development Agreement by and between the City, the District and the Authority, substantially in the form attached hereto as Exhibit B (the "Public Improvements Development Agreement"); and

WHEREAS, the City providing the Incentives to the Company should provide several economic and public benefits to the City, including particularly, increased employment opportunities as a result of the development of the area, increased expenditures of funds and revenue generated within the City, increased tax revenues of the City and better utilization of the areas in which the Project is located; and

WHEREAS, the City has caused to be published a notice satisfying the requirements stated in Amendment 772 in order to approve and authorize the use and grant of public funds for providing the Incentives to assist in the financing of the Project within the city limits of the City; and

WHEREAS, the City Council desires to authorize and approve the City's provision of the funding as described in the Project Development Agreement, which has been presented to the members of the City Council during the meeting of the City Council at which this Resolution is adopted and to authorize and approve the execution and delivery of the Project Development Agreement and the Public Improvements Development Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Millbrook, Alabama, as follows:

Section 1. The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct.

Section 2. The City caused public notice of this meeting to be published in accordance with Amendment 772.

Section 3. It is hereby found and declared that the expenditure of public funds to the Company in order to provide the Incentives for the purpose of inducing the Company to locate its Project within the corporate limits of the City in accordance with the Project Development Agreement will serve a valid and sufficient public purpose under Amendment 772, notwithstanding any incidental benefit accruing to any private entity or entities including specifically the Company, as such expenditure of public funds will promote economic and industrial development within the corporate limits of the City by creating additional employment opportunities, increasing expenditures of funds within the City which will stimulate and expand the economy of the City, increasing the City's tax revenues and better utilizing such area where the Project will be located.

Section 4. Pursuant to the Project Development Agreement, the City will provide the following Incentives to the Company in the form of a rebate to the Company of lodging taxes

collected at the Project for a period of five (5) years: (i) one hundred percent (100%) in the first thirty-six (36) months of the Operational Period, (ii) seventy-five percent (75%) in the following twelve (12) months, (iii) fifty percent (50%) in the following twelve (12) months, and (iv) zero percent (0%) thereafter.

Section 5. The City Council does hereby approve, authorize, ratify and confirm (a) the execution, delivery and performance by the City of the Project Development Agreement in substantially the form as set forth in Exhibit A hereto (the "Project Development Agreement"), and (b) the execution, delivery and performance by the City of the Public Improvements Development Agreement in substantially the form as set forth in Exhibit B hereto (the "Public Improvements Development Agreement" and collectively with the Project Development Agreement, the "Project Documents").

Section 6. The Mayor is hereby authorized and directed to execute and deliver the Project Documents to which the City is a party on terms substantially as described herein and as finally approved by the Mayor, with all such changes or additions thereto or deletions therefrom as the Mayor shall approve, which approval shall be conclusively evidenced by his or her execution of such instruments.

Section 7. That the Mayor, City Clerk, and President of the City Council and other representatives or agents of the City Council of the City are hereby further authorized and empowered to take any and all such actions necessary or required to effectuate the intent of this Resolution, including, but without limitation, executing and delivering the Project Agreement and providing funding to assist in financing the Project, and any actions taken by them are hereby ratified and confirmed.

Section 8. The provisions of this Resolution are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provisions of this Resolution.

Section 9. This Resolution shall be effective immediately.

DONE AND ADOPTED this 1st day of March, 2017.

Michael Gay
Council President

ATTEST:

Anita Weaver
City Clerk

STATE OF ALABAMA)
COUNTY OF ELMORE)
CITY OF MILLBROOK)

I, Anita Weaver, City Clerk of the City of Millbrook, Alabama, DO HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution that was duly adopted by the Council of the City of Millbrook at its special called meeting on March 1st, 2017.

GIVEN under my hand and the official SEAL of the City of Millbrook, Alabama, this the 1st day of March, 2017.

City Clerk

Approved: March 1, 2017

Mayor

EXHIBIT "A"

Project Development Agreement

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into as of the ____ day of _____, 2017, by and between **RAM Millbrook Hospitality, LLC**, an Alabama limited liability company (the "Company"), and the **City of Millbrook**, a municipal corporation under the laws of the State of Alabama (the "City"). The Company and the City are each a "Party" to this Agreement and are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the City enthusiastically supports and encourages economic development within the City in order to develop a solid and diverse local economy, to increase employment opportunities in the City, to broaden the City's tax base, to increase revenues, and to provide necessary and improved services to the citizens of the City, thereby improving the quality of life of its citizens; and

WHEREAS, Amendment 772 to the Constitution of Alabama 1901, as amended, recodified as Section 94.01 of the Constitution of Alabama of 1901 ("Amendment 772") authorizes the City to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development of the City; and

WHEREAS, the Company has an agreement (the "Site Purchase Agreement") to purchase approximately two (2) acres of land located at the intersection of Cobbs Ford Road and Interstate 65 in the City, as more particularly described in **Exhibit A** to this Agreement (the "Project Site"), from I-65 Lands, Inc. (the "Seller"); and

WHEREAS, the Company desires to construct and operate a hotel facility on the Project Site with at least ninety-four (94) rooms for use and which will be flagged as a SpringHill Suites by Marriott (the "Project"); and

WHEREAS, the City has determined that public efforts to foster economic and industrial development have been impeded by the lack of adequate overnight accommodations, and that the Project would enhance the City's efforts regarding such development; and

WHEREAS, the City desires to have the Company undertake the Project at the Project Site and has made specific proposals to the Company for the purpose of inducing the Company to undertake the Project at the Project Site; and

WHEREAS, the City has determined that entering into this Agreement is for a valid and sufficient public purpose; and

WHEREAS, the Parties are desirous of setting forth such proposals in a valid, binding, and enforceable agreement; and

WHEREAS, the payment and performance obligations of the City hereunder are being entered into to provide funds to be used in furtherance of any power or authority authorized in Amendment 772.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Commitments of the Company. In consideration of the City providing the incentives described herein, the Company makes the following commitments to the City:

(a) The Company shall acquire the Project Site.

(b) The Company acknowledges that the citizens of the City anticipate the prompt receipt of substantial economic benefit to the local economy. The Company agrees to proceed with development of the Project expeditiously. The Company shall Commence Construction (as hereinafter defined) of the Project by _____, 2017 and Commence Operations (as hereinafter defined) at the Project by _____, 20____. In order to better enable the City to monitor and accurately track lodgings tax revenues generated by the Project for purposes of this Agreement, the Company shall give written notice to the City of the date on which the Company Commences Construction (as hereinafter defined) of the Project and the date on which the Company Commences Operations (as hereinafter defined) at the Project.

(c) The Company shall Maintain Operations at the Project for the duration of the Operational Period (as hereinafter defined).

(d) The Company shall provide the City with the proposed layout of the Project on the Project Site prior to the Commencement of Construction of the Project, and shall use commercial reasonable efforts to develop and construct the Project in accordance with the specifications set forth in **Exhibit B** attached hereto (the "Project Specifications").

(e) The Company shall make available adequate funding to complete the development and construction of the Project and conduct the Company's business there. To that end, the Authority (as hereinafter defined) shall issue its taxable revenue bonds (the "Bonds") pursuant to a trust indenture (the "Indenture") by and between the Authority and _____, as trustee (the "Trustee"), secured by a letter of credit (the "Letter of Credit") issued by a financial institution chosen by the Company (the "Letter of Credit Bank").

(f) The Company shall be obligated for and shall contribute to the City on the date upon which the Company Commences Construction but in any event no later than December 31, 2017, funds in the amount of \$75,000, the proceeds from which will be used to finance the Public Improvements (as hereinafter defined). The Seller has agreed to contribute to the City by or before the date upon which the Company Commences Construction funds in the amount of \$100,000, the proceeds from which will be used to finance the Public Improvements.

(g) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good

standing and in compliance with all land use regulations, codes, and laws applicable to the acquisition, ownership, use, improvement, and development of the Project Site and its operations throughout the duration of this Agreement.

(h) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(i) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and (ii) any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the City, reasonable documentation of the foregoing authority and action shall be provided by the Company to the City.

(j) The Company shall pay the Special Assessments as described in Section 2(c) herein.

(k) The Company shall on or before _____, 2017, execute and deliver to the City the following agreements:

- (i) The Lease Agreement between the Authority (as hereinafter defined) and the Company;
- (ii) The Special Assessment Agreement; and
- (iii) All financing documents relating to the Bond financing (collectively together with the Lease Agreement, Special Assessment Agreement, Indenture, and this Agreement, the "Bond Documents").

2. Commitments of the City. In consideration of the Company locating the Project at the Project Site and conducting its business operations thereon as described in the Recitals to this Agreement and the economic benefit to the City to be realized from that operation, and contingent upon the consummation of the transaction to purchase the Site, construct, and operate the Project, the City makes the following commitments to the Company:

(a) During the first five (5) years of the Operational Period, the City shall pay to the Company or its designee an amount equal to the Applicable Percentage of the lodgings tax revenues actually collected by the City from the Project (the "City Assistance"). The Applicable Percentage shall mean one hundred percent (100%) in the first thirty-six (36) months of the Operational Period, seventy-five percent (75%) in the following twelve (12) months, fifty percent (50%) in the following twelve (12) months, and zero percent (0%) thereafter. Upon receipt by the Company of the total City Assistance pursuant to this Agreement, the City shall have no further obligation to share with or pay revenues to the Company pursuant to this Section 2 with respect to the Project. If the Company ceases for any reason other than a Permitted Temporary Suspension to Maintain Operations at the Project at any time during the Operational Period, the Company shall

within thirty (30) days of such cessation pay to the City all of the City Assistance received by the Company prior to that date.

(b) The City has established The City of Millbrook Redevelopment Authority (the "Authority") pursuant to Chapter 54A of Title 11 of the *Code of Alabama* (the "Redevelopment Authority Act"). The Authority is expected to be utilized by the Company as the conduit issuer for purposes of the Company's financings with respect to the Project. The City shall cause the Authority to do the following:

- (i) To approve the Project as a qualifying project pursuant to the Redevelopment Authority Act;
- (ii) To enter into a Lease Agreement with the Company and the Authority relating to the Project;
- (iii) To induce taxable bonds to benefit the Project; and
- (iv) To grant the Project the tax incentives available to a project pursuant to the Redevelopment Authority Act. Neither the Authority nor the City authorize utilizing any public funds in the construction of the Project.

(c) The City and the Authority shall establish The Gateway Cooperative District (the "District") pursuant to Chapter 99B of Title 11 of the Code of Alabama (the "Cooperative District Act"). The District shall invest up to \$1,825,000 for roads and other public infrastructure improvements to the I-65 Service Road East, Millbrook, Alabama and the costs of designing and financing such improvements as more particularly described in **Exhibit C** (the "Public Improvements"). These improvements shall be paid for by the City initially and the District shall repay the City the costs of these improvements, development costs pursuant to the District Bond Obligations. The District shall impose a special license fee on every person, firm, or corporation in the business of providing lodging, selling at retail any tangible personal property whatsoever (including automotive vehicles) or professional services of any kind within the District boundaries at the rate of one percent (1%) on the gross receipts of the business during the month immediately prior to the Payment Date (as defined in the Special Assessment Agreement) (the "Special Assessment"). The Special Assessments shall cease once the District Bond Obligations have been fully paid to the City. The City shall cause the District to cause each landowner within the boundaries of the District to enter into the Special Assessment Agreement, attached hereto and marked **Exhibit D**.

3. **Grounds for Termination of the Obligations of the City.** The obligations of the City hereunder may be terminated by the City upon the occurrence of any of the following events:

(a) The determination by the City that any representations made by the Company or its agents to induce the City or any agency or subdivision thereof to offer incentives to the Company are false in any material respect.

(b) Failure of the Company to Commence Construction of the Project by December 31, 2017.

(c) Failure of the Company to Commence Operations at the Project by June 30, 2019.

(d) Failure of the Company to Maintain Operations at the Project for the duration of the Operational Period.

(e) A Change of Control of the Company prior to the end of the Operational Period without the City's prior written consent, which shall not be unreasonably withheld. Any Change of Control after the Company meets its commitments pursuant to Section 1 of this Agreement will not be considered grounds for termination.

(f) Failure of the Company to meet any other commitment or satisfy any other of its obligations that relate to the Project described herein, after the Company is provided with written notice of such failure, and such failure is not remedied within thirty (30) business days of such notice.

4. **Costs and Expenses.** All costs with respect to the Project and all costs with respect to the Public Improvements and the financing thereof including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise shall be paid by the Company. All proceeds of the Bonds will be used by the Company to design, construct, acquire and equip the Project.

5. **Collateral Assignment.**

(a) The Company shall pledge and assign to the Letter of Credit Bank all City Assistance payments, which such amounts shall be used to cover a portion of the obligations of the Company to the Letter of Credit Bank under the agreements to be entered into by the Parties in connection with the Bonds and the issuance of the Letter of Credit. The Letter of Credit Bank is hereby deemed to be a third party beneficiary of this Agreement and is hereby authorized and entitled to enforce any and all remedies of the Company hereunder upon a failure of the City to timely pay and remit the City Assistance payments as herein set forth.

(b) The City agrees that the City Assistance payments hereunder shall be made without set-off. Without limiting the generality of the foregoing, the Letter of Credit Bank shall have the right to enforce and collect the City Assistance payments due hereunder notwithstanding the fact that the City is owed, or claims to be owed, amounts from the Company or otherwise. The City and the Company further agree that Letter of Credit Bank shall have no obligations to remit or return any City Assistance paid to the Letter of Credit Bank or to owe the City or the Company any funds or amounts, whether due to the obligation of the Company to remit and return City Assistance pursuant to Section 2(a) hereof or otherwise.

6. **Obligations Absolute.** Once the Bonds have been issued and the Project with the amenities outlined herein is opened to the public, the obligations of the City hereunder shall become absolute, and no default by the Company will relieve the City from its obligation to provide the City Assistance.

7. **Default.** In the event of a default by the Company under the Bond Documents, the City Assistance shall, upon written notice, immediately become due and owing to the Letter of

Credit Bank as provided in the Bond Documents. In the event of default by the City hereunder, the Company (and as set forth in Section 5 above, the Letter of Credit Bank) shall have all rights and remedies available under Alabama law.

8. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

9. **Entire Agreement; Amendment.** This Agreement, including any and all exhibits and appendices hereto, contains the entire agreement of the Parties regarding the transactions described herein and there are no representations oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement, in whole or in part, unless such later agreement is in writing and is signed by all Parties.

10. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall constitute but one and the same agreement.

11. **Binding Effect; Governing Law.** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and permitted assigns. No Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party hereto. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of Alabama. Venue for any enforcement proceedings shall be in the Circuit Court of Elmore County, Alabama.

12. **No Waiver.** No consent or waiver, express or implied, by any Party to any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any breach or default of performance of such Party. Failure on a part of any Party to complain of any failure to act of another Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver of such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

13. **Compliance with the Alabama Immigration Law.** The Company acknowledges receipt of the Memorandum attached hereto and incorporated herein and warrants that it is in compliance with the provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act required as part of this Agreement, as evidenced by the signed and notarized Affidavit of Immigration Law Compliance, the E-Verify Memorandum of Understanding, and the Alabama Immigration Law Compliance Contract, attached hereto.

14. **Notices.** All notices, demands, consents, certificates, or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the Party or to an officer to whom the same is directed, or mailed by certified mail, return receipt requested, postage prepaid, or sent by overnight courier, addressed as follows:

To the Company: Rinkesh Patel
RAM Millbrook Hospitality, LLC
600 Martin Luther King, Jr. Boulevard
Phenix City, Alabama 36969

With copy to: W. Donald Morgan, Jr., Esq.
Don Morgan, P.C.
Post Office Box 2056
Columbus, Georgia 31902

To the City: Honorable Al Kelley, Mayor
City of Millbrook
3390 Main Street
Millbrook, Alabama 36054

With copy to: Robert E. L. Gilpin
Gilpin Givhan, PC
Post Office Drawer 4540
Montgomery, Alabama 36103-4540

Any notice or other documents shall be deemed to be received as of the date delivered, if delivered personally, or as of two (2) business days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

15. **Survival of Covenants.** Any and all covenants, warranties, representations and agreements made herein shall survive the performance of any obligations to which such covenants, warranties, representations and agreements relate.

16. **Time of the Essence.** Time is of the essence of the performance of any obligations or undertakings of this Agreement.

17. **Effective Date.** This Agreement is subject to the approval of the Council of the City after proper notice and compliance with Article IV of Amendment 772. Therefore, this Agreement shall become effective upon its authorized execution by the Mayor and Clerk of the City.

18. **Indemnification.** The Company shall release, save, hold harmless, and indemnify the City, its elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the City, shall defend the same at the Company's expense by counsel satisfactory to the City. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by

any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

19. Definitions. For purposes of this Agreement, the following terms shall have the meanings set out in this Section:

“Change of Control” shall mean either:

(i) The acquisition by any “Person” (as the term “person” is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the “1934 Exchange Act”)) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of the combined voting power of the then-outstanding securities of the Company entitled to vote in the election of managers, or

(ii) The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, the sale or other disposition of all or substantially all of the Company’s assets, provided that any merger, consolidation, reorganization, statutory share exchange, or any other transaction with or among affiliates of the Company shall be excluded from this definition.

“Commence Construction” or “Commencement of Construction” means that the Company has begun, using appropriate equipment and manpower, the physical work to construct the Project and install necessary infrastructure to accomplish the objectives of the Project.

“Commence Operations” or “Commencement of Operations” means that the Company has begun furnishing, or offering to furnish, lodgings to transients at the Project.

“District Bond Obligations” shall mean the 2017 Revenue Bonds issued by the District to the City to pay the costs of the Public Improvements.

“Maintain Operations” or “Maintenance of Operations” means that the Company is furnishing, or offering to furnish, lodgings to transients at the Project as a SpringHill Suites by Marriott hotel with at least ninety-four (94) rooms available for use.

“Operational Period” means the period beginning upon the date that the Company Commences Operations at the Project and ending ten (10) years thereafter.

“Permitted Temporary Suspension” means failure to furnish, or offer to furnish, lodgings to transients at the Project as a SpringHill Suites by Marriott with at least ninety-four (94) rooms available for use due to: (i) suspensions relating to strikes, work stoppages, or other events outside the reasonable control of the Company, or (ii) acts of G-d, man-made natural disasters, civil insurrection or acts of terrorism provided the Company is actively working in good faith to commence operations following such event or conditions.

IN WITNESS WHEREOF, the Parties, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives on and as of the date first above written.

RAM Millbrook Hospitality, LLC

By: _____
Rinkesh Patel, its Manager

City of Millbrook

By: _____
Al Kelley, Mayor

Attest:

City Clerk

EXHIBIT A

Legal Description of Site

The "Parcel"

Beginning at a point on the South right-of-way line of Cobbs Ford Road, said point lying 147.46 feet South of and 1,919.12 feet West of the Northeast corner of Section 17, Township 17 North, Range 17 East, Elmore County, Alabama and also being the Northwest corner of Lot 1, according to the Plat of Millbrook Shopping Center Plat as recorded in the Office of the Judge of Probate of Elmore County, Alabama in Plat Book 8 at Page 25; thence from the point of beginning, run S 07° 52' 32" West, along the West line of said Shopping Center Plat, 899.20 feet to the intersection of the centerline of creek or drainage ditch, North 27° 10' W, 67.9 feet; North 51° 48' West, 78.4 feet, North 44° 32' West, 79.4 feet, North 59° 23' West, 143.0 feet; thence 87° 01' West, 93.2 feet to a point on the Eastern line of Interstate Highway No. 65 and the Northwest corner of the said Church property; thence North 17° 02' West, along the Eastern line of said Interstate Highway, 538.92 feet to a point lying 400 feet perpendicular to and Northeasterly of the centerline of said highway at Highway Station 181+00; thence North 22° 57' 04" East, along a right of way flair 143.21 feet to a point 150 feet Southerly of and perpendicular to the centerline of Cobbs Ford Road; thence South 89° 10' 05" East, along the South right-of-way line of Cobbs Ford Road, 639.09 feet to the Northwest corner of Lot 1 of said Shopping Center Plat, which is the point of beginning.

The above described parcel all lying in the North ½ of Section 17, T17N, R17E, Elmore County, Alabama and contains 9.606 acres, more or less.

LESS AND EXCEPT:

Commence at the Northeast corner of Section 17, T-17-N, R17-E, Elmore County, Alabama; thence West 1,919.12' to a point; thence South 147.46' to an iron pin located on the South R.O.W. of Cobbs Ford Road being the Northwest corner of Lot 1, according to the Plat of Millbrook Shopping Center Plat as recorded in the Office of the Judge of Probate of Elmore County, Alabama in Plat Book 8 at Page 25; thence along said South R.O.W. N 89° 10' 05" W 589.09' to the Point of Beginning; thence leaving said South R.O.W. S 00° 49' 55" W 50.00' to a point; thence N 89° 10' 05" W 70.31' to a point on a R.O.W. flare of Interstate 65; thence along said R.O.W. flare N 22° 56' 04" E 53.97' to a concrete marker on the South Right-of-Way line of Cobbs Ford Road; thence along said South R.O.W. S 89° 10' 05" E 50.0' to the point of beginning.

Together with an easement for Ingress and Egress to the parcel over lands from I-65 Service Road to the East side of the above described land as shown on deed recorded in RLPY Book 2015, at Page 39684.

EXHIBIT B

Project Specifications

EXHIBIT C

Public Improvements

Public Improvements

At the Alabama Department of Transportation (ALDOT) public right-of-way (ROW) of existing Cobbs Ford Road:

- ALDOT ROW improvements including soil fill, grading, compaction, roadway deceleration lane, traffic striping and necessary traffic signage
- ALDOT ROW demolition of existing I65 Service Road, soil excavation, removal, compaction, finished grade and vegetation
- ALDOT ROW intersection improvements at existing Cobbs Ford Road and Market Street including soil fill, grading, compaction, stormwater improvements, roadway modifications, traffic striping and necessary traffic signage
- ALDOT ROW intersection improvements at existing Cobbs Ford Road and Commerce Street including soil fill, grading, compaction, stormwater improvements, roadway widening, roadway modifications, traffic striping and necessary traffic signage
- ALDOT ROW General: Intersection lighting improvements, underground power and general landscaping as approved and permitted by ALDOT

All improvements below are proposed within City of Millbrook public ROW, City public easements or utility easements:

- Water, sewer, underground power and lighting improvements from existing Commerce Street through Market Street and continuing to existing I65 Service Road
- New roadway construction and roadway interconnectivity from existing Commerce Street through Market Street and continuing to existing I65 Service Road
- General landscaping from existing Commerce Street through Market Street and continuing to existing I65 Service Road
- Water, sewer, underground power and lighting improvements along existing I65 Service Road
- ROW grading and roadway improvements along existing I65 Service Road
- New water, sewer, underground power, lighting and construction of roadway for a yet named public road within a future proposed 50' to 60' public ROW

EXHIBIT D

Special Assessment Agreement

(See attached)

SPECIAL ASSESSMENT AGREEMENT

This Agreement, entered into as of the ____ day of _____, 2017, by and between **The Gateway Cooperative District**, an Alabama public corporation, (herein called the "District") and **Ram Millbrook Hospitality, LLC**, a limited liability company under the laws of the State of Alabama (the "Company").

W I T N E S S E T H:

The District was created pursuant to Chapter 99B, Title 11, Code of Alabama of 1975 (the "CID Act"), to acquire, receive and take, by purchase, gift, lease, devise or otherwise and to hold property of every description and to further plan, establish, develop, acquire, purchase, lease, construct, reconstruct, enlarge, improve, maintain, equip and operate a project.

The District has agreed to provide assistance in connection with a proposed project for roads and other public infrastructure improvements to I-65 Service Road East, Millbrook, Alabama, and the cost of designing and financing such improvements as more particularly described in **Exhibit A** (the "Public Improvements"). The Public Improvements will benefit the Company in the development of a hotel facility (the "Project"), the Company's customers and other users of the Public Improvements. The parties expect that the District will issue its Limited Obligation Special Revenue Bonds, Series 2017 (the "District Bonds"), the proceeds of which will be used to acquire and cause the financing, construction and installation of the Public Improvements, which will be owned by the District and/or dedicated to the City.

The District Bonds will be issued pursuant to a Trust Indenture (the "Indenture") between the District and _____, a state banking corporation maintaining a principal corporate trust office in _____, Alabama, as Trustee (the "Trustee").

Pursuant to the CID Act and District Resolution adopted on _____, 2017, the District has imposed a special fee on every person, firm, corporation in the business of renting or furnishing any room or rooms, lodging, or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration, selling at retail any tangible personal property whatsoever (including automotive vehicles) or professional services of any kind at the Project at the rate of one percent (1.0%) on the gross receipts of the business during the month immediately prior to the Payment Date, as defined hereinafter (the "Special Assessment").

To induce the District to proceed with the Public Improvements, the Company will enter into this Special Assessment Agreement (the "Special Assessment Agreement") pursuant to which the Company will agree to collect and pay to the Trustee for the District's account the Special Assessment imposed by the District on sales at the Project until the earlier of the date on which the debt service on the District Bonds is paid in full or twenty years from the date of issuance of the District; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Imposition of Special Assessment. So long as the District Bonds remain outstanding, the District will impose the Special Assessment.

2. Payments to District. So long as the District Bonds remain outstanding, the Company hereby agrees to collect the Special Assessment imposed by the District and pay all such amounts collected in the manner prescribed herein the Special Assessment imposed by the District.

3. Application of Payments. All payments by the Company hereunder shall be made directly to the Trustee for the account of the District. The District shall cause the Trustee to deposit all such payments directly into a separate account established under the Indenture for such payments (the "Special Assessment Account").

4. Interest and Investment Earnings. The District shall cause sums paid to the Trustee for its account by the Company hereunder to be invested in investments permitted for the Special Assessment Account under the Indenture, or to be held in one or more interest bearing accounts secured to the extent required by the Indenture. Any interest or investment earnings shall be held by the Trustee as part of the Special Assessment Account and used for the payment or reimbursement of debt service on the District Bonds, the purchase price of the tendered Bonds and the payment of certain fees permitted under the Indenture. The District shall furnish, or cause the Trustee to furnish, to the Company periodic reports, not less often than quarterly, with respect to the expenditure, investment and earnings with respect to such funds.

5. Timing of Payments. The Company shall remit the Special Assessment for the prior month by check or draft of the Company, on or before the 25th day of each month (the "Payment Date").

6. Refunding Obligations. In the event the District should issue any refunding bonds or other obligations for the purpose of paying the principal on the District Bonds, all payments by the Company hereunder may be assigned to the trustee for, and applied to the payment of, such refunding obligations and the terms and conditions of this Agreement shall otherwise remain unaffected. If requested by the District in connection with any such refunding obligations, the Company shall execute such instruments or other documents as shall be reasonably necessary to accomplish any such refunding; provided, that the Company shall not be required to take any action that would subject it to any liability other than for the payment of any amounts then remaining due hereunder.

7. Permitted Assignment; No Third Party Beneficiaries; No Assignment Without Consent. The Company acknowledges and agrees that the District will assign its interest in this Agreement and all payments to be made by the Company hereunder to the Trustee as security for the District Bonds. Except for such assignment to the Trustee, neither the Company nor the District shall have any right to assign its rights hereunder, or delegate any duties hereby imposed, without the prior written consent of the other party. If the Company assigns this Agreement, it shall not relieve the Company of any obligations or liability hereunder. This Agreement shall

bind and inure to the benefit only of the Company, the District and the Trustee, for the benefit of the holders of the District Bonds, and no other party shall be a beneficiary hereof or be entitled to enforce the provisions hereof.

8. No Amendment Without Consent of Trustee and Company. The parties to this Agreement shall not amend this Agreement without the consent of the Trustee and, so long as the Company is not in default under the Lease Agreement, the Company.

9. No Further Agreements. The District covenants that it will not enter into any agreement with any party, so long as the District Bonds are outstanding, which will have the effect of diminishing or decreasing the Special Assessment pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal, each by its duly authorized officers, as of the date first above written.

The Gateway Cooperative District

By: _____
Chairman

[SEAL]

Attest:

Secretary

Ram Millbrook Hospitality, LLC

By: _____
Rinkesh Patel, as Manager

EXHIBIT "B"

Public Improvements Development Agreement

PUBLIC IMPROVEMENTS DEVELOPMENT AGREEMENT

This Public Improvements Development Agreement (the "Development Agreement") between **The Gateway Cooperative District**, an Alabama public corporation (herein called the "District"), **The City of Millbrook Redevelopment Authority**, an Alabama public corporation (herein called the "Authority") and the **City of Millbrook** (hereinafter called the "City").

RECITALS

WHEREAS, Ram Millbrook Hospitality, LLC, an Alabama limited liability company (the "Company") contemplates locating a hotel flagged as a SpringHill Suites by Marriott within the City; and

WHEREAS, to induce the Company to locate its hotel within the City, it is advantageous for the District, the Authority, and the City to cooperate and facilitate the acquisition, construction, equipping and financing of the hotel (the "Project") and the road and other public improvements and the costs of designing and financing these improvements as more particularly described in Exhibit A (the "Public Improvements"); and

WHEREAS, the District is a public corporation duly organized by its two members, the City and the Authority, and validly existing under the provisions of the Code of Alabama 1975, Title 11, Chapter 99B by Certificate of Incorporation duly filed for record in the office of the Judge of Probate of Elmore County, Alabama, which Certificate of Incorporation has not been revoked and is in full force and effect; and

WHEREAS, the Authority is a public corporation duly organized and validly existing under the provisions of the Code of Alabama 1975, Title 11, Chapter 54A by Certificate of Incorporation duly filed for record in the office of the Judge of Probate of Elmore County, Alabama, which Certificate of Incorporation has not been revoked and is in full force and effect; and

WHEREAS, after careful study and investigation the District, in furtherance of the public purpose for which it was created, proposes to finance, acquire and cause the acquisition, construction and installation of the Public Improvements, which will be owned by the District and/or dedicated to the City; and

WHEREAS, because the City can best carry out the acquisition, construction and installation of the Public Improvements, the District desires to enter into this Development Agreement, dated _____, 2017 with the City to have the City construct and install the Public Improvements on behalf of the District;

WHEREAS, the District will issue its Limited Obligation Special Revenue Bonds, Series 2017 (I-65 Service Road Public Improvements), (the "Bonds") under the terms of a Trust Indenture (the "Indenture") between the District and _____ (the "Trustee") in a principal amount not to exceed \$1,825,000 for the purposes of: (i) paying the

costs of the Public Improvements, (ii) reimbursing the City for all costs incurred with respect to the Public Improvements, (iii) and paying issuance expenses with respect to the Bonds; and

NOW, THEREFORE, in consideration of the premises and of the respective agreements herein contained, it is hereby agreed between the District, the City, and the Authority as follows:

Section 1. **Definitions.** Capitalized terms not herein defined shall have the meaning as provided in the Project Development Agreement by and between the City and the Company, dated _____, 2017 (the "Project Development Agreement").

Section 2. **Agreement to Construct.** The City shall complete the Public Improvements as directed by the City on behalf of the District.

Section 3. **Construction Period.** The City agrees to proceed with the development of the Public Improvements expeditiously. The City shall Commence Construction of the Public Improvements on _____, 2017 which shall coincide with the date upon which the Company Commences Construction, and shall complete said Public Improvements on _____, 20__.

Section 4. **Authority to Expend Proceeds.** The Indenture provides for the creation of a Capital Improvements Fund (herein called the "Capital Improvements Fund") into which the net proceeds of the Bonds will be deposited. The Indenture provides that moneys on deposit in the Capital Improvements Fund may be withdrawn and applied solely to the costs of the Public Improvements. The District hereby appoints the City as the District's "Authorized District Representative" pursuant to the Indenture and delegates and assigns to the City such privileges, duties and responsibilities to authorize the expenditure of funds held in such Capital Improvements Fund. The District is further authorized to assign such privileges, duties and responsibilities to the City and its employees, agents and representatives as it shall deem appropriate.

Section 5. **Acknowledgement of Construction Management Agreement.** The District hereby acknowledges that the City will enter into construction agreements with various bidders relating to the construction of the Public Improvements. The City shall be the District's Project Manager with respect to the Project.

Section 6. **Provisions Constitute Contract.** The provisions of this Development Agreement shall constitute a contract between the District, the Authority, and the City for the benefit of the holders of the Bonds.

Section 7. **Notices.** All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or received by certified or registered mail, postage prepaid with return receipt requested, at such addresses:

- (a) If to the District:

The Gateway Cooperative District
Attn: Chairman
3390 Main Street
Millbrook, Alabama 36054

- (b) If to the Authority:

The City of Millbrook Redevelopment Authority
Attn: Chairman
3390 Main Street
Millbrook, Alabama 36054

- (c) If to the City:

The City of Millbrook
Attn: Mayor
3390 Main Street
Millbrook, Alabama 36054

Either of the above mentioned parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. The District and the Authority will send a copy of each notice that either thereof gives to the other pursuant to the provisions hereof to each of the other above named parties, but the failure to send a copy of such notice to any such other party shall not invalidate such notice or render it ineffective unless notice to such other party is otherwise herein expressly required. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

Section 8. **Entire Agreement.** This Development Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 9. **Governing Law.** This Development Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

Section 10. **Headings.** The headings of sections hereof are inserted for convenience only and shall not be deemed to constitute a substantive part of this Development Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the District, the Authority, and the City have caused this Development Agreement to be executed in their respective corporate names, have caused their respective corporate seals to be hereunto affixed, have caused this Development Agreement to be attested, all by their duly authorized officers in _____ () counterparts, and have caused this Development Agreement to be dated as of the ____ day of _____, 2017, although executed and delivered on _____, 2017.

THE GATEWAY COOPERATIVE DISTRICT

By: _____
Chairman of the Board of Directors

ATTEST:

Secretary

[SEAL]

STATE OF ALABAMA
COUNTY OF ELMORE

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that _____, whose name as Chairman of the Board of Directors of **THE GATEWAY COOPERATIVE DISTRICT**, a public corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and seal this the ____ day of _____, 2017.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

**THE CITY OF MILLBROOK REDEVELOPMENT
AUTHORITY**

By: _____
Chairman of the Board of Directors

ATTEST:

Secretary

[SEAL]

STATE OF ALABAMA
COUNTY OF ELMORE

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that _____, whose name as Chairman of the Board of Directors of **THE CITY OF MILLBROOK REDEVELOPMENT AUTHORITY**, a public corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and seal this the ____ day of _____, 2017.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

THE CITY OF MILLBROOK

By: _____
Al Kelley, Mayor

ATTEST:

City Clerk

[SEAL]

STATE OF ALABAMA
COUNTY OF ELMORE

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Al Kelley, whose name as Mayor of **THE CITY OF MILLBROOK**, a public corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and seal this the ____ day of _____, 2017.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A
Public Improvements

Public Improvements

At the Alabama Department of Transportation (ALDOT) public right-of-way (ROW) of existing Cobbs Ford Road:

- ALDOT ROW improvements including soil fill, grading, compaction, roadway deceleration lane, traffic striping and necessary traffic signage
- ALDOT ROW demolition of existing I65 Service Road, soil excavation, removal, compaction, finished grade and vegetation
- ALDOT ROW intersection improvements at existing Cobbs Ford Road and Market Street including soil fill, grading, compaction, stormwater improvements, roadway modifications, traffic striping and necessary traffic signage
- ALDOT ROW intersection improvements at existing Cobbs Ford Road and Commerce Street including soil fill, grading, compaction, stormwater improvements, roadway widening, roadway modifications, traffic striping and necessary traffic signage
- ALDOT ROW General: Intersection lighting improvements, underground power and general landscaping as approved and permitted by ALDOT

All improvements below are proposed within City of Millbrook public ROW, City public easements or utility easements:

- Water, sewer, underground power and lighting improvements from existing Commerce Street through Market Street and continuing to existing I65 Service Road
- New roadway construction and roadway interconnectivity from existing Commerce Street through Market Street and continuing to existing I65 Service Road
- General landscaping from existing Commerce Street through Market Street and continuing to existing I65 Service Road
- Water, sewer, underground power and lighting improvements along existing I65 Service Road
- ROW grading and roadway improvements along existing I65 Service Road
- New water, sewer, underground power, lighting and construction of roadway for a yet named public road within a future proposed 50' to 60' public ROW