

**WALTON COUNTY WATER & SEWERAGE AUTHORITY**  
**Loan/Project No. WS12L20WR**

**PROMISSORY NOTE**

**\$12,000,000**

**FOR VALUE RECEIVED**, the undersigned (hereinafter referred to as the "**Borrower**") promises to pay to the order of the **Georgia Environmental Finance Authority** (hereinafter referred to as the "**Lender**") at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TWELVE MILLION DOLLARS AND ZERO CENTS (\$12,000,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall not bear any interest until the date that is three (3) years from the date of the first advance under the Loan. Thereafter, the unpaid principal balance of this Note shall bear interest at a rate per annum equal to (1) one percent (1%) until the Payment Commencement Date (as hereinafter defined), calculated on the basis of actual number of days in the year and actual days elapsed and (2) two percent (2.00%) thereafter, calculated on the basis of a 360-day year consisting of twelve 30-day months.

Interest on this Note shall accrue monthly, on a simple interest basis, on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **August 1, 2017**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "Payment Commencement Date"). At which time the accrued interest balance will be added to the principal balance. Accrued interest on this Note shall be payable monthly on the first day of each calendar month, commencing on the first day of the calendar month following the Payment Commencement Date, until the first day of the calendar month that is 5 years from the Payment Commencement Date (the "Amortization Commencement Date"). Principal of and interest on this Note shall be payable in **Four Hundred Nineteen (419)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is 40 years from the Payment Commencement Date (the "Maturity Date").

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Lender's fee schedules, for any installment payment or other amount due hereunder that is not paid in full within five (5) days after such payment is due.

**"Installment Amount"** means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated this date, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the  
28<sup>th</sup> day of October, 2014.

**WALTON COUNTY WATER & SEWERAGE  
AUTHORITY**

Approved as to form:

By: *Rob Kiser*  
Borrower's Attorney

Signature: *Rob Kiser*  
Print Name: Rob Kiser  
Title: Chairman

(SEAL)

Attest Signature: *Shirlene Huff*  
Print Name: Shirlene Huff  
Title: Secretary



ENERGY • LAND • WATER