

LEASE AGREEMENT

between

OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

and

EPPS BRIDGE CENTRE II CWC, L.L.C.

Dated as of February 8, 2022

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This Lease Agreement and all right, title and interest of the Oconee County Industrial Development Authority in any rents, revenues and receipts derived under this Lease Agreement have been assigned to Synovus Bank, as trustee under the Indenture of Trust, dated as of February 8, 2022, from the Oconee County Industrial Development Authority which secures not to exceed \$37,000,000 in aggregate principal amount of Oconee County Industrial Development Authority Taxable Revenue Bonds (Epps Bridge Centre II CWC, L.L.C. Project), Series 2021, and any Additional Bonds issued thereunder.

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LEASE AGREEMENT

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## LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of February 8, 2022, by and between the OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the “Issuer”), a public body corporate and politic of the State of Georgia, as lessor, and EPPS BRIDGE CENTRE II CWC, L.L.C., (the “Lessee”), a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri, and qualified to do business under the laws of the State of Georgia, as lessee,

### W I T N E S S E T H:

WHEREAS, the Issuer has been created pursuant to an amendment to the Constitution of the State of Georgia (1962 Ga. Laws, p. 871, *et seq.*, as amended 1977 Ga. Laws 1582, as continued 1987 Ga. Laws, p. 3562, *et seq.*) (the “Amendment”), in order to encourage and promote the expansion and development of industrial and commercial facilities in Oconee County (the “County”), so as to relieve insofar as possible unemployment within its boundaries; and

WHEREAS, the Amendment empowers the Issuer to issue its revenue obligations, in accordance with the applicable provisions of the Revenue Bond Law of the State of Georgia (O.C.G.A. Sections 36-82-60 *et seq.*, as amended), for the purpose of financing the cost of any “undertaking” (as described in the Amendment) in furtherance of the public purpose for which it was created; and

WHEREAS, the Issuer has been informed by the Lessee, that the Lessee proposes to acquire, construct and install the Project (as defined herein), all as is more fully set forth herein; and

WHEREAS, a project summary for the Project has been prepared by the Lessee, and it is estimated that the cost of the Project will be approximately \$37,000,000 (said project summary has been approved by the Lessee and the Issuer); and

WHEREAS, the Issuer has determined that the Project will increase employment opportunities in the area served by the Issuer; and

WHEREAS, after careful investigation, the Issuer has found and does hereby declare that it is in the best interest of the citizens of the County that the Project be acquired, constructed and installed and the Project be leased to the Lessee for the purposes stated herein, all in keeping with the public purpose for which the Issuer was created; and

WHEREAS, in accordance with the applicable provisions of the Amendment, the Issuer, in furtherance of the public purpose for which it was created, proposes to enter into this Lease Agreement with the Lessee, under the terms of which the Issuer agrees to finance or refinance the acquisition, construction and installation of the Project, all as is more fully set forth herein, for the exclusive use of the Lessee and its sublessees and subtenants, except as hereinafter set forth, and the Lessee agrees to pay to the Issuer specified rents and other payments which will be fully sufficient to pay the principal of, redemption premium, if any, and interest on the Series

2021 Bonds (hereinafter defined) as the same become due and to pay certain administrative expenses in connection with said Series 2021 Bonds; and

WHEREAS, the most feasible method of financing or refinancing the acquisition, construction and installation of the Project is for the Issuer to issue its revenue bonds for that purpose and to lease the Project to the Lessee, the lease payments under which will be sufficient and timely to pay the principal of, and the redemption premium (if any) and the interest on, said revenue bonds as the same become due and payable, including, without limitation, the payment of all Ordinary Expenses and Extraordinary Expenses; and

WHEREAS, the most feasible method of financing or refinancing the acquisition, construction and installation of the Project is by the issuance of the Oconee County Industrial Development Authority Taxable Revenue Bonds (Epps Bridge Centre II CWC, L.L.C. Project), Series 2021, in the aggregate principal amount of not to exceed \$37,000,000 (the “Series 2021 Bonds”); and

WHEREAS, under the terms of this Lease Agreement, the Issuer will receive specified rents and other payments from the Lessee, which said payments shall be assigned and pledged by the Issuer to the Trustee, as hereinbelow defined, together with this Lease Agreement, all rental payments and other payments to be received pursuant to this Lease Agreement, and all amounts on deposit from time to time in the “Bond Fund” and the “Project Fund” (as such terms are defined herein), as security for the payment of the principal of, redemption premium, if any, and interest on the Series 2021 Bonds; and

WHEREAS, it is necessary that all right, title and interest of the Issuer in this Lease Agreement, together with this Lease Agreement itself (except certain rights reserved by the Issuer) be assigned to a corporate trustee under the terms of an Indenture of Trust (the “Indenture”), dated as of February 8, 2022, to be entered into by and between the Issuer and Synovus Bank, authorized to accept and execute trusts of the character herein set out, with a corporate trust office in Birmingham, Alabama, as trustee for the Series 2021 Bonds (the “Trustee”); and

That in consideration of the respective representations and agreements hereinafter contained, the Issuer and the Lessee agree as follows (provided, that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt on its part but shall be payable solely out of the rents, revenues and receipts derived from this Lease, the sale of the bonds referred to in Section 4.2 hereof, the insurance and condemnation awards as herein described and any other rents, revenues and receipts arising out of or in connection with its ownership of the Project as hereinafter defined):

## ARTICLE I

### DEFINITIONS

Section 1.1 Definitions. In addition to the words and terms elsewhere defined in this Lease, the following words and terms as used in this Lease shall have the following meanings unless the context or use indicates another or different meaning or intent. Terms which

are not defined in this Lease shall have the meaning specified in Article I of the Indenture except as herein otherwise expressly provided or unless the context requires otherwise.

“Additional Bonds” means the bonds of any series, other than the Series 2021 Bonds, authorized under the Indenture and authenticated and delivered in accordance with Sections 401 and 402 of the Indenture.

“Affiliate” means a Person which is controlled by the Lessee or its company successor, which controls the Lessee or its successor, or which is under common control with the Lessee or its successor. The term “control” means direct or indirect ownership of more than twenty percent (20%) of the voting power of a Person or the possession, directly or indirectly, of the power to direct or cause direction of the management or policies of a Person.

“Amendment” means that certain amendment to the Constitution of the State of Georgia (1962 Ga. Laws, p. 871, *et seq.*, as amended 1977 Ga. Laws 1582, as continued 1987 Ga. Laws, p. 3562, *et seq.*).

“Appurtenant Easements” means those documents set forth on Exhibit “E”, attached hereto and by this reference incorporated herein.

“Authorized Issuer Representative” means the person or persons at the time designated to act on behalf of the Issuer by certificate furnished to the Lessee and the Trustee containing the specimen signature of each such person and signed by the Chairman or Vice Chairman of the Issuer. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Issuer Representative. Such certificate shall be effective until revoked in writing.

“Authorized Lessee Representative” means the person or persons at the time designated to act on behalf of the Lessee by written certificate furnished to the Issuer and the Trustee containing the specimen signature of each such person and signed on behalf of the Lessee by an officer of the Lessee or its manager. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Lessee Representative. Such certificate shall be effective until revoked in writing.

“Authorized Sublessee Representative” means the person or persons at the time designated to act on behalf of the Sublessee by written certificate furnished to the Issuer and the Trustee containing the specimen signature of each such person and signed on behalf of the Sublessee by an officer of the Sublessee or its manager. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Sublessee Representative. Such certificate shall be effective until revoked in writing.

“Bond” or “Bonds” means any or all of the Series 2021 Bonds and any Additional Bonds issued by the Issuer pursuant to the Indenture.

“Bond Documents” means the documents relating to the Bond, the forms of which are attached to the Bond Resolution.

“Bond Fund” means the Series 2021 Bond principal and interest payment fund created by Section 602 of the Indenture and within which has been established a General Account and a Special Account. Any reference herein to the “Bond Fund” without further limitation or explanation shall be deemed to be a reference to the General Account in the Bond Fund.

“Bond Purchase Agreement” means the Bond Purchase Agreement, dated as of February 8, 2022, among the Issuer, the Lessee, in its capacity as Lessee under this Lease, and the Lessee, as purchaser of the Series 2021 Bonds.

The term “Bondholder” or “Holder of the Bonds” means the registered owner of any fully registered Bond.

“Bond Resolution” means the resolution of the Issuer authorizing the Series 2021 Bonds for the Project.

“Closing Date” means the date of the issuance and delivery of the initial series of Series 2021 Bonds issued pursuant to the Indenture.

“Completion Date” means the date of completion of the acquisition, construction and installation of the Project, as that date shall be certified as provided in Section 4.5 hereof.

“Construction Period” means the period beginning on the date on which the initial series of the Series 2021 Bonds was delivered to the purchaser thereof (i.e. February 8, 2022) and ending on the Completion Date.

“Counsel” means an attorney or firm thereof admitted to practice law before the highest court of any State of the United States of America or the District of Columbia. An attorney for the Issuer or the Lessee may be eligible for appointment as Counsel.

“Default Rate” shall mean the lesser of (i) that rate of interest per annum equal to the lower of two percent (2%) per annum above the prime rate in effect from time to time at Synovus Bank, floating, or (ii) the highest lawful rate of interest.

“Event of Default” means any of the events described in Section 10.1 hereof.

“Financing Statements” means any and all financing statements (including continuation statements) filed for record from time to time to perfect the security interests created by the Indenture.

“Government Obligations” means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, or (b) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and interest on which is fully and unconditionally guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) above, issued or held in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of the Trustee and are not subject to redemption prior to maturity by anyone other than the holder thereof.



“Home Office Payment Agreement” means that certain Home Office Payment Agreement dated as of February 8, 2022, among the Issuer, the Lessee, and the Trustee.

“Improvements” means those certain buildings, facilities and other renovations or improvements to Leased Land, financed or refinanced with the proceeds of the Series 2021 Bonds, including, without limitation, all facilities, roads, parking areas, utilities, fences, lighting and other site improvements, as such may from time to time exist.

“Indenture” means the Indenture of Trust between the Issuer and the Trustee, of even date herewith, pursuant to which, *inter alia*, (a) the Series 2021 Bonds are authorized to be issued and (b) the Issuer’s interest in this Lease and the rents, revenues and receipts arising out of or in connection with the Issuer’s ownership of the Project are to be pledged and assigned to the Trustee as security for the payment of the principal of, and redemption premium (if any) and interest on, the Series 2021 Bonds, including any indenture supplemental thereto.

“Independent Counsel” means an attorney or firm thereof duly admitted to practice law before the highest court of any state in the United States of America or the District of Columbia and not an employee of or regularly retained by either the Issuer or the Lessee.

“Issuer” means the Oconee County Industrial Development Authority, a public body corporate and politic created and existing under the laws of the State of Georgia, and its lawful successors and assigns.

“Issuer Documents” means this Lease, the Indenture, the Bond Purchase Agreement, the Home Office Payment Agreement and the Quitclaim Deed.

“Lease” and “Lease Agreement” means this Lease Agreement as it now exists and as it may hereafter be amended pursuant to Article XIV of the Indenture.

“Lease Term” means the duration of the Leasehold Interest created by this Lease as specified in Section 5.1 hereof.

“Leased Land” means that certain parcel of real property located at 5550 Parkway Boulevard in Oconee County, Georgia, such real property more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof, together with all easements, hereditaments, tenements and other rights and privileges of any kind appurtenant thereto, including, without limitation, the Appurtenant Easements, less such real estate and interests in real estate as may be released from this Lease pursuant to Sections 8.5 and 8.7 hereof or taken by the exercise of the power of eminent domain as provided in Section 7.2 hereof.

“Leasehold Interest” means the interest of the Lessee hereunder.

“Leasehold Mortgage” means any leasehold mortgage or leasehold deed to secure debt pursuant to which the Lessee pledges its Leasehold Interest to a Lender as security for a debt or other obligation, as the same may be amended, modified, renewed, extended or replaced.

“Leasehold Mortgagee” means a holder of a Leasehold Mortgage.

“Lender” means any financial institution or entity which has advanced credit to or holds the indebtedness of the Lessee or any administrative agent on behalf of such financial institution(s), its successors and/or assigns.

“Lessee” means Epps Bridge Centre II CWC, L.L.C. and its successors and assigns, including any surviving, resulting or transferee entity as provided in Section 8.3 hereof.

“Lessee Documents” means this Lease and the Bond Purchase Agreement.

“Net Proceeds” when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all out-of-pocket expenses (including attorneys’ reasonable fees and, without duplication, any Extraordinary Expenses of the Trustee as defined in the Indenture) incurred in the collection of such gross proceeds.

The term “Payment in Full of the Series 2021 Bonds” specifically encompasses the situations referred to in Section 1002 of the Indenture.

“Permitted Encumbrances” means, as of any particular time, (i) liens for ad valorem taxes and special assessments not then delinquent or permitted to exist as provided in Section 6.3 hereof, (ii) this Lease, the Indenture, and the security interests created herein and in the Indenture, (iii) utility, access or other easements and rights-of-way, restrictions, reservations, reversions and exceptions in the nature of easements that the Lessee certifies will not materially interfere with or impair the operations being conducted at the Project, (iv) unfiled and inchoate mechanics’ and materialmen’s liens for construction work in progress, (v) architects’, contractors’, subcontractors’, mechanics’, materialmen’s, suppliers’, laborers’ and vendors’ liens or other similar liens not then payable or permitted to exist as provided in Section 6.1(c) hereof, (vi) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as the Lessee, by an Authorized Lessee Representative, certifies do not, in the aggregate, materially impair the property affected thereby for the purpose for which it was acquired, constructed or installed or is held by the Issuer, (vii) liens, encumbrances, easements and other exceptions to title in existence as of the date the Issuer acquires title to the Project, (viii) the rights of sublessees and other tenants having an interest in all or any portion of the Project and (ix) all Superior Encumbrances.

“Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

“Project” means the Leased Land and the Improvements, collectively, as they may at any time exist.

“Project Fund” means the project fund created by Section 701 of the Indenture and referred to in Sections 4.2 and 4.3 hereof.

“Project Summary” means the project summary attached hereto as Exhibit “B” as it relates to the Project, as the same may be amended from time to time in accordance with the provisions of this Lease.

“Quitclaim Deed” means the Quitclaim Deed to be dated the date of actual execution and delivery in accordance with Section 11.4 hereof. The Quitclaim Deed in substantially the form it is to be executed and delivered, is attached hereto as Exhibit “C.”

“Security interest” or “security interests” means the security interests created in the Indenture and shall have the meaning set forth in the Uniform Commercial Code of Georgia, as now or hereafter amended.

“Series 2021 Bonds” means the Oconee County Industrial Development Authority Taxable Revenue Bonds (Epps Bridge Centre II CWC, L.L.C. Project), Series 2021.

“Sublease” means that certain Lease Agreement dated February 8, 2022, by and between the Lessee, as landlord, and Costco Wholesale Corporation., a Washington corporation, as tenant, as the same may be amended, supplemented, modified or replaced from time to time.

“Sublessee” means Costco Wholesale Corporation, a Washington corporation, and its successors or assigns, as tenant under the Sublease.

“Superior Encumbrances” means all encumbrances and title exceptions on the Project in existence at the time of recording this Lease, or a short form hereof.

“Trustee” means Synovus Bank, or any co-trustee and any successor trustee under the Indenture.

“Unassigned Rights” means the rights of the Issuer in and under this Lease to be reimbursed for fees and expenses, to inspect the Project and the right of the Issuer to be indemnified.

Section 1.2 Rules of Construction. Unless the context clearly indicates to the contrary:

(a) “Herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter” and other equivalent words refer to this Lease and not solely to the particular portion thereof in which any such word is used.

(b) Words importing the singular number shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders.

(c) All references herein to particular Articles or Sections are references to Articles or Sections of this Lease.

(d) Any certificate or statement required to be delivered under the provisions of this Lease or the Indenture shall, in the absence of manifest error, be deemed to be conclusive evidence of the truth, correctness and accuracy of the matters covered in such certificate or statement.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties by the Issuer. The Issuer makes the following representations and warranties:

(a) Organization and Authority. The Issuer is a public body corporate and politic, created and validly existing pursuant to the Constitution and laws of the State of Georgia, including particularly the provisions of the Amendment. Under the provisions of the Amendment, the Issuer has the power to execute and deliver the Issuer Documents, to enter into the transactions contemplated thereby and to perform and observe its obligations contained therein in accordance with the terms thereof. By proper corporate action, the Issuer has duly authorized the execution and delivery of the Issuer Documents.

(b) Qualification of Project Under Amendment. The Project constitutes an “undertaking” within the meaning of the Amendment and is located within the corporate limits of Oconee County, Georgia.

(c) Public Purpose. The Issuer has found and hereby declares that the issuance of the Series 2021 Bonds and the use of the proceeds of the Series 2021 Bonds to acquire, construct and install the Project and the leasing of the Project to the Lessee and the sale of the Project to the Lessee at the expiration or sooner termination of the Lease Term is in furtherance of the public purposes for which the Issuer was created.

(d) Agreements are Legal and Authorized. The Issuer is not subject to any charter, by-law or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Issuer from entering into the Issuer Documents or performing any of its obligations thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights.

(e) Limited Obligations. Notwithstanding anything herein contained to the contrary, any obligation the Issuer may hereby incur for the payment of money shall not be a general debt on its part but shall be limited and payable solely from rents, revenues and receipts derived from this Lease, the sale of the Series 2021 Bonds and any other rents, revenues and receipts derived by the Issuer arising out of or in connection with its ownership of the Project (except for Unassigned Rights). The Issuer has no taxing power.

(f) Issuance of Series 2021 Bonds. To accomplish the foregoing, the Issuer shall issue not to exceed \$37,000,000 in aggregate principal amount of its Series 2021 Bonds following the execution and delivery of this Lease. The date, denominations, interest rate, maturity date, redemption provisions and other pertinent provisions with respect to the Series 2021 Bonds are set forth in the Indenture (particularly Articles II and III thereof) and by this reference thereto they are incorporated herein.

(g) Security for Series 2021 Bonds. The Series 2021 Bonds are to be issued under and secured by the Trust Estate for the Bonds as provided in the Indenture.

(h) No Prior Pledge. Neither this Lease nor the receipts and revenues generated hereunder have been pledged or hypothecated in any manner or for any purpose (other than as provided in the Indenture).

(i) Governmental Consents. Neither the nature of the Issuer nor any of its activities or properties, nor any relationship between the Issuer and any other Person, nor any circumstance in connection with the offer, issue, sale or delivery of any of the Series 2021 Bonds is such as to require the consent, approval or authorization of, or the filing, registration or qualification with, any governmental authority on the part of the Issuer in connection with the execution, delivery and performance of any of the Issuer Documents or the offer, issue, sale or delivery of the Series 2021 Bonds, other than those already obtained or filed; provided, however, no representation is made herein as to compliance with the securities or “blue sky” laws of any jurisdiction and the Issuer shall not be required to consent to service of process in any jurisdiction or to submit to the general jurisdiction of any State.

(j) No Defaults. No event has occurred and no condition exists with respect to the Issuer which would constitute an event of default, as defined therein, under any of the Issuer Documents or which, with the lapse of time or with the giving of notice or both, would become an event of default under any of the Issuer Documents; except for certain limited obligation bond issues which may be in default, but would not adversely affect the payment of the Series 2021 Bonds.

(k) Enforceability. This Lease is a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, receivership, moratorium, or other similar laws affecting creditors’ rights heretofore or hereinafter enacted to the extent constitutionally applicable.

(l) No Warranty by Issuer of Condition or Suitability of the Project. The Issuer makes no warranty, either express or implied, as to the suitability or utility of the Project or as to the condition of the Project or that it is or will be suitable for the Lessee’s purposes or needs.

Section 2.2 Representations and Warranties by the Lessee. The Lessee makes the following representations and warranties:

(a) Organization and Power. The Lessee is Missouri limited liability company, which is duly organized, validly existing and in good standing under the laws of the State of Missouri, and qualified to do business under the laws of the State of Georgia, has the power to enter into this Lease and to perform and observe its obligations contained herein in accordance with the terms hereof, and has, by proper action, been duly authorized to execute, deliver and perform this Lease in accordance with the terms hereof.

(b) Pending Litigation. As of the date hereof, to its actual knowledge, except as disclosed in writing to the Issuer, there are no actions, suits, proceedings, inquiries or

investigations pending or, to the actual knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental authority or arbitration board or tribunal which is reasonably anticipated to materially and adversely affect the transactions contemplated by any of the Lessee Documents or which is reasonably anticipated to adversely affect the validity or enforceability of the Series 2021 Bonds or any of the Lessee Documents or the ability of the Lessee to perform its obligations under any of the foregoing.

(c) Agreements Are Valid and Authorized. The execution and delivery by the Lessee of the Lease and the compliance by the Lessee with all of the provisions hereof and the consummation of the transactions contemplated hereby (A)(i) are within the power of the Lessee, (ii) to the best knowledge of the Lessee, will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, its articles of organization, its operating agreement, or any commitment, agreement or instrument of whatever nature to which the Lessee is a party or by which it may be bound, or to which any of its properties may be subject, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Lessee or any of its activities or properties, or (iii) result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee under the terms of any instrument or agreement, and (B) have been duly authorized by all necessary action on the part of the Lessee.

(d) Governmental Consents. To the best knowledge of the Lessee, neither the Lessee nor any of its business or properties, nor any relationship between the Lessee and any other Person, nor any circumstance in connection with the execution, delivery and performance by the Lessee of the Lease, or the offer, issue, sale or delivery by the Issuer of the Series 2021 Bonds, is such as to require the consent, approval or authorization of, or the filing, registration or qualification with, any governmental authority on the part of the Lessee, other than those already obtained as of the Closing Date; provided, however, no representation is made herein as to compliance with the securities or “blue sky” laws of any jurisdiction, and Lessee shall not be required to consent to service of process in any jurisdiction or to submit to the general jurisdiction of any state.

(e) No Defaults. No event has occurred and no condition exists with respect to the Lessee that would constitute an Event of Default, as defined therein, under the Lease or which, with the lapse of time or with the giving of notice or both, would become an Event of Default under the Lease.

(f) Utilities. The Lessee acknowledges that the Issuer does not need to provide or cause to be provided any utilities necessary for the Project.

(g) Enforceability. This Lease is a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors’ rights heretofore or hereinafter enacted to the extent constitutionally applicable.

(h) Sublease of Project. The Lessee has subleased all or a substantial part of the Project to the Sublessee pursuant to the Sublease contemporaneously with the execution and delivery of this Lease.

### ARTICLE III

#### LEASING CLAUSES AND WARRANTY OF TITLE

Section 3.1 Lease of the Project. The Issuer hereby leases to the Lessee, and the Lessee hereby leases from the Issuer, subject to Permitted Encumbrances, the Project at the rental set forth in Section 5.3 hereof and in accordance with the provisions of this Lease.

Moreover, the Issuer hereby authorizes and directs Lessee to exercise all rights (and be encumbered by all obligations) under the Appurtenant Easements and the Permitted Encumbrances as if Lessee was the fee simple owner of the Project. This authorization and appointment of the Lessee pursuant to the foregoing sentence and all authority hereby conferred or granted is conferred and granted irrevocably, until the expiration or earlier termination of this Lease. The Issuer hereby agrees that third parties shall be entitled to rely on the authorization and appointment set forth in this paragraph.

Section 3.2 Warranty of Title. The Issuer for itself, its successors and assigns, warrants to the Lessee, its successors and assigns, that the Issuer has good, valid and marketable title in and to the Project, free from all encumbrances except the Permitted Encumbrances. The Issuer agrees that, upon the request of the Lessee, it will furnish to the Lessee, and at the Lessee's expense, a title insurance policy issued by a title insurance company designated by the Lessee and in a face amount to be determined by the Lessee.

The Issuer agrees that it shall upon request of the Lessee join where necessary in any proceeding to protect and defend the Issuer's title in and to the Project, provided that the Lessee shall pay the entire cost of any such proceeding, reimburse and indemnify and hold harmless the Issuer from any cost or liability whatsoever.

Section 3.3 Quiet Enjoyment; Agreement to enter into Subordination, Non-Disturbance and Attornment Agreements.

(a) The Issuer warrants and covenants that it will defend the Lessee in the quiet enjoyment and peaceable possession of the Project, and all appurtenances thereunto belonging, free from all claims of all persons whomsoever acting by, through or under the Issuer, throughout the Lease Term.

In addition to the foregoing warranty, the Issuer agrees that it will not take or cause another party to take any action to interfere with the Lessee's or Sublessee's peaceful and quiet enjoyment of the Project. The Issuer agrees that in the event the peaceful and quiet enjoyment of the Project shall otherwise be denied to the Lessee or Sublessee or contested by anyone, the Issuer shall, upon request of the Lessee, join where necessary in any proceeding to protect and defend the quiet enjoyment of the Lessee, provided that, unless such denial or contest shall result from the gross negligence or willful misconduct of the

Issuer, the Lessee shall pay the entire cost of any such proceeding, reimburse and indemnify and hold harmless the Issuer from any cost or liability whatsoever.

The provisions of this Section shall apply so long as the Lessee shall perform the covenants, conditions and agreements to be performed by it hereunder, or so long as the period for remedying any default in such performance shall not be expired.

Section 3.4 Rights of Sublessees in Event of Termination. The Issuer hereby agrees to enter into and shall duly execute, acknowledge and deliver from time to time, upon the prior written request of the Lessee, an agreement for the benefit of sublessees and other subtenants of the Project (including, without limitation, the Sublessee under the Sublease) ensuring that the termination of this Lease will not terminate the subleases or sub-rental agreements of the sublessees or subtenants of the Project (including, without limitation, the Sublease) and ensuring that after any termination of this Lease after which any Leasehold Mortgagee has the right to obtain a New Lease (as defined and as provided in Section 8.10), for so long as such Leasehold Mortgagee has such right, the Issuer shall not terminate any subleases or sub-rental agreements (including, without limitation, the Sublease) or the rights of any sublessor or subtenant (including, without limitation, the Sublessee) and after such New Lease is entered into any such subleases or sub-rental agreements (including, without limitation, the Sublease) shall remain in place under such New Lease. The execution, acknowledgement and delivery of any such agreement by the Issuer shall not be unreasonably withheld, conditioned or delayed.

Section 3.5 Limitations of Warranties. The warranties of the Issuer which are contained in Sections 3.2 and 3.3 hereof shall be limited to the extent and in such amount as may be collected from time to time from the Lessee under the Lease; provided, however that nothing contained in this Section shall restrict the Issuer's liability resulting from the Issuer's tortious acts or gross negligence.

Section 3.6 Agreement of the Issuer to Execute Amendment to Lease Agreement. The Issuer and the Lessee understand and decree that the unimproved portions of the Leased Land may be removed from this Lease in accordance with the provisions hereof. Subject to Article XIV of the Indenture, the Issuer agrees, at the request of the Lessee, to execute an Amendment to Lease Agreement in substantially the form contained as Exhibit "D" hereto without further action on its part unless further action is otherwise required under the provisions hereof.

## ARTICLE IV

### ISSUANCE OF THE SERIES 2021 BONDS; ADDITIONAL BONDS

Section 4.1 Agreement to Acquire, Construct or Install Project. The Lessee agrees that, as principal, and not as agent for the Issuer, it will cause the acquisition of the Leased Land and acquisition, construction and installation of the Improvements to be completed and that it will complete the acquisition, construction and installation of the Project as promptly as practicable after the date of the execution and delivery of this Lease, delays incident to strikes, riots, acts of God or the public enemy beyond the reasonable control of the Lessee only excepted, but if said acquisition, construction and installation is not completed within the time herein



contemplated there shall be no resulting diminution in or postponement of the rents required in Section 5.3 hereof to be paid by the Lessee.

The Issuer agrees that only such changes will be made in the Project Summary as may be specified by an Authorized Lessee Representative.

The Lessee, as principal and not as agent for the Issuer, agrees to complete, or cause to be completed, the acquisition, construction and installation of the Project in accordance with the Project Summary as promptly as practicable after the date of the execution and delivery of this Lease, to continue said construction with all reasonable dispatch and to use its best efforts to cause said construction to be completed as soon as practicable, delays incident to strikes, riots, acts of God or the public enemy beyond the reasonable control of the Lessee only excepted, but if said acquisition, construction and installation is not completed within the time herein contemplated there shall be no resulting liability and no diminution in or postponement of the rents required in Section 5.3 hereof to be paid by the Lessee.

Section 4.2 Agreement to Issue Series 2021 Bonds; Application of Bond Proceeds. In order to provide funds for payment of the cost of the acquisition, construction and installation of the Project, the Issuer has authorized the issuance and delivery of the Series 2021 Bonds, bearing interest and maturing as set forth in Article III of the Indenture, in accordance with the provisions of the Bond Purchase Agreement. It is acknowledged and agreed that the consideration to be received by the Issuer for the transfer of the Series 2021 Bonds will take the form of the value of the Project transferred to the Issuer or cash. Upon receipt of any cash proceeds derived from the sale of the Series 2021 Bonds, the Issuer will deposit said proceeds received upon said sale in the Project Fund.

Section 4.3 Disbursements from the Project Fund. The Issuer will in the Indenture authorize and direct the Trustee in writing to use the moneys in the Project Fund for the following purposes:

(a) Payment of the initial or acceptance fee of the Trustee and customary and reasonable fees and expenses of the Trustee (including reasonable counsel fees actually incurred and reasonable costs and expenses of counsel) and the expenses for recording or filing the deed whereby fee simple title in and to the Leased Land has been or is to be conveyed to the Issuer; the fees and expenses for recording or filing this Lease (or a memorandum thereof), the Indenture and any other documents by which this Lease is assigned as security for the Series 2021 Bonds; the fees and expenses for recording or filing any documents that the Lessee may deem desirable to file for record in order to protect the title of the Issuer to the Project, or any part thereof; and the fees and expenses in connection with any actions or proceedings that the Lessee may deem desirable to bring in order to perfect or protect the title of the Issuer to the Project;

(b) Payment to the Lessee and the Issuer, as the case may be, of such amounts, if any, as shall be necessary to reimburse the Lessee and the Issuer in full for all advances and payments made by them or either of them prior to or after the delivery of the Bonds for expenditures in connection with the acquisition by the Issuer or the Lessee of fee simple title to the Leased Land (including the cost of the Leased Land and of any options to

purchase the Leased Land and rights-of-way for the purpose of providing access to and from the Leased Land), clearing the Leased Land, site improvement, the preparation of the plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof), the acquisition, construction and installation of the Project, the acquisition, construction and installation necessary to provide utility services or other facilities including trackage to connect the Project with public transportation facilities, and the acquisition, construction and installation of all real or personal properties deemed necessary in connection with the Project, and any architectural, engineering and supervisory services with respect to any of the foregoing;

(c) Payment of, or reimbursement of the Issuer or the Lessee for, the customary and reasonable legal and accounting fees and expenses, financial consultants' fees, rating agencies' fees, financing charges (including underwriting or placement fees) and printing and engraving costs incurred in connection with the authorization, sale and issuance of the Bonds, the preparation of this Lease, the Indenture, the Financing Statements and all other documents in connection therewith and in connection with the acquisition of title to the Project; provided that the Issuer shall not charge any financing fee or administrative fee either initially or annually;

(d) Payment for labor, services, materials and supplies used or furnished in site improvement and in the acquisition, construction and installation of the Project, all as provided in the plans and specifications therefor; payment for the cost of the acquisition, construction and installation of utility services or other facilities including trackage to connect the Project with public transportation facilities, and payment for the cost of all real and personal property deemed necessary in connection with the Project; and payment for the miscellaneous expenses incidental to any of the foregoing;

(e) Payment of the fees, if any, for architectural, engineering and supervisory services with respect to the Project;

(f) Payment, as such payments become due, of the fees and expenses of the Trustee and the fees and expenses of its counsel properly incurred under the Indenture that may become due during the Construction Period;

(g) To such extent as they shall not be paid by a contractor for acquisition, construction or installation with respect to any part of the Project, payment of the premiums on all insurance required to be taken out and maintained during the Construction Period under this Lease, or reimbursement thereof if paid by the Lessee under Section 6.4 hereof;

(h) Payment of the taxes, assessments and other charges, if any, referred to in Section 6.3 hereof that may become payable during the Construction Period;

(i) Payment of expenses incurred with approval of the Lessee in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project;

(j) All moneys remaining in the Project Fund (including moneys earned on investments made pursuant to the provisions of Section 4.8 hereof) after the Completion

Date and payment in full of the costs of the acquisition, construction and installation of the Project, and after payment of all other items provided for in the preceding subsections of this Section then due and payable shall, at the written direction of the Authorized Lessee Representative, be (i) used for the purchase of Bonds for the purpose of cancellation, or (ii) paid into the Bond Fund, or (iii) a combination of (i) and (ii) as is provided in such direction, provided that amounts approved by the Lessee and the Authorized Issuer Representative shall be retained by the Trustee in the Project Fund for payment of Project costs not then due and payable. Any balance remaining of such retained funds after full payment of all such Project costs shall be used by the Trustee as directed by the Lessee in the manner specified in clauses (i), (ii) and (iii) of this subsection.

Anything contained in this Section 4.3 to the contrary notwithstanding, if the Bond Purchaser is also the Lessee, in lieu of making a deposit into the Project Fund, the Bond Purchaser may make an internal book entry notation to denote that funds have been advanced by the Bond Purchaser on behalf of the Issuer to the Lessee as payment or reimbursement of Project costs.

The payments specified in subsections (a) through (j) of this Section shall be made by the Trustee only upon receipt of the following:

(a) A written requisition for such payment signed by the Lessee by an Authorized Lessee Representative in substantially the form contained as Exhibit "F" hereto and upon which the Trustee may conclusively rely;

(b) A certification by the Lessee certifying:

(1) that an obligation in the stated amount has been incurred by or on behalf of the Issuer or the Lessee in connection with the issuance of the Bonds or the acquisition, construction and installation of the Project;

(2) that such obligation is a proper charge against the Project Fund and has not been the basis of any previous withdrawal from the Project Fund, and specifying the purpose and circumstances of such obligation in reasonable detail and to whom such obligation is owed;

(3) that the Lessee has no notice of any vendor's, mechanic's, or other liens or right to liens, chattel mortgages or conditional sales contracts, or other contracts or obligations (other than those being contested in good faith as permitted in Section 6.1(c) hereof) which should be satisfied or discharged before such payment is made; and

(4) that such requisition contains no item representing payment on account of any retained percentages which the Issuer or the Lessee is, as of the date of such requisition, entitled to retain under retained percentage agreements.

(c) with respect to any such requisition for payment for labor, services, material, supplies or equipment, a certificate, signed on behalf of the Lessee by an Authorized Lessee Representative, certifying that insofar as such obligation was incurred for labor, services, material, supplies or equipment in connection with the acquisition,

construction and installation of the Project, such labor and services were to the Lessee's knowledge performed and such material, supplies or equipment were or are to be used in connection with the acquisition, construction and installation of the Project or delivered at the site of the Project for that purpose. If any such requisition for materials, supplies or equipment requires reimbursement for such item to the Lessee where title is not in the Issuer, such requisition shall so state and shall include any bill of sale necessary to convey title in and to such item to the Issuer. Such certificate shall be given without prejudice against any rights of the Issuer or the Lessee against third parties which exist on the date thereof.

In making any such payment from the Project Fund, the Trustee may conclusively rely on any such requisitions and certificates delivered to it pursuant to this Section and the Trustee shall be relieved of all liability with respect to making such payments in accordance with such requisitions and such certificates without inspection of the Project or any other investigation.

Section 4.4 Obligation of the Parties to Cooperate in Furnishing Documents to Trustee. The Issuer and the Lessee agree to cooperate with each other in furnishing to the Trustee the documents that are required to effect payments out of the Project Fund, and to cause such requisitions and certificates to be directed by the Authorized Issuer Representative and the Authorized Lessee Representative to the Trustee as may be necessary to effect payment out of the Project Fund. Such obligation of the Issuer and the Lessee is subject to any provisions of this Lease or the Indenture requiring additional documentation with respect to payments and shall not extend beyond the moneys in the Project Fund available for payment under the terms of the Indenture.

Section 4.5 Confirmation of Completion. The Project has not been completed prior to the delivery of this Lease. The Completion Date shall be evidenced to the Trustee by a certificate signed on behalf of the Lessee by an Authorized Lessee Representative, upon which the Trustee may conclusively rely, stating that, except for amounts retained by the Trustee for Project costs not then due and payable as provided in Section 4.3(j) hereof, (i) the acquisition, construction and installation of the Project has been substantially completed and all labor, services, materials and supplies used in such acquisition, construction and installation have been paid for, (ii) the Project has been acquired, constructed and installed to the Lessee's satisfaction and all costs and expenses incurred in connection therewith have been paid, and (iii) all permissions required of governmental authorities for the occupancy of the Project have been obtained, including a certificate of occupancy. Notwithstanding the foregoing, such certificate of the Lessee shall state that it is given without prejudice to any rights against third parties which exist on the date of such certificate or which may subsequently come into being. The Issuer and the Lessee agree to cooperate one with the other in causing such certificate to be furnished to the Trustee. For purposes of such certificate to be made by the Lessee, Lessee may rely upon a certificate made by the Authorized Sublessee Representative under the Sublease with respect to the Completion Date.

Section 4.6 Lessee Required to Pay Project Costs in Event Project Fund Insufficient. In the event that moneys in the Project Fund available for payment of the costs of the Project should not be sufficient to pay the costs thereof in full, and if Additional Bonds are not issued to finance the completion of the Project, the Lessee agrees to complete the Project and to pay all that portion of the costs of the Project as may be in excess of the moneys available therefor

in the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Project Fund and which, under the provisions of this Lease, will be available for payment of the costs of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Lessee agrees that if after exhaustion of the moneys in the Project Fund, the Lessee should pay any portion of the costs of the Project pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor from the Issuer or from the Trustee or from the holders of any of the Bonds nor shall it be entitled to any diminution in or postponement of the rental payments required in Section 5.3 hereof to be paid by the Lessee.

Section 4.7 Issuer to Pursue Remedies Against Suppliers, Contractors and Subcontractors and Their Sureties. In the event of any default of any supplier, contractor or subcontractor under any contract made by it in connection with the Project or in the event of breach of warranty with respect to any material, workmanship or performance guaranty, the Issuer will promptly proceed (only at the direction and sole cost of the Lessee), either separately or in conjunction with others, to exhaust the remedies of the Issuer against any defaulting supplier, contractor or subcontractor and against any surety therefor, for the performance of any contract made in connection with the Project. The Issuer agrees to obtain the prior written consent of the Lessee and, during the Term of the Sublease, Sublessee before taking any action in connection with any such default, and will not consent to any settlement agreement without the prior written consent of the Lessee and, during the term of the Sublease, Sublessee. The Lessee may (or at the request of the Lessee, the Sublessee may), in its own name or, if the Lessee shall so notify the Issuer, in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving any such supplier, contractor, subcontractor or surety which the Lessee deems reasonably necessary, and in such event the Issuer hereby agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee (or the Sublessee, as the case may be) for the Issuer in any such action or proceeding. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to the Lessee.

Section 4.8 Investment of Project Fund Moneys Permitted. Any moneys held as part of the Project Fund shall be invested or reinvested by the Trustee upon the written request and direction of the Authorized Lessee Representative in authorized investments permitted from time to time by the laws of the State of Georgia for proceeds of Bonds as described in O.C.G.A Section 36-82-7. Such investments shall mature or shall be subject to sale prior to maturity in such amounts and at such times as may be necessary to provide funds when needed to make payments from the Project Fund. The Trustee may make any and all such investments through its own bond department. Any interest or gain received from such investments of the moneys in the Project Fund shall be credited to and held in the Project Fund and any loss from such investments shall be charged against the Project Fund.

Section 4.9 Issuance of Additional Bonds. So long as there shall not have occurred and be continuing an Event of Default hereunder or an event of default under the Indenture, the Issuer shall, from time to time at the written application of the Lessee, use its best efforts to issue Additional Bonds in aggregate principal amounts as requested by the Lessee under the terms and conditions provided herein and in the Indenture, but in no event shall the Issuer be liable for not issuing Additional Bonds. Additional Bonds may be issued to finance or refinance the cost of (a) completing the acquisition, construction or installation of the Project, (b) providing

for the enlargement, improvement, expansion or replacement of the Project, (c) refunding all of the Bonds of any one or more series then outstanding or (d) any combination of the foregoing; provided, in any case, that either prior to or contemporaneously with the issuance of Additional Bonds (i) the terms, conditions, manner of issuance, purchase price, delivery and contemplated disposition of the proceeds of the sale of such Additional Bonds shall have been approved in writing by the Lessee, executed by the Authorized Lessee Representative of the Lessee, and (ii) the conditions specified in the Indenture with respect to the issuance of such Additional Bonds shall have been satisfied.

## ARTICLE V

### EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM; RENTAL PROVISIONS

Section 5.1 Effective Date of this Lease; Duration of Lease Term. This Lease shall become effective upon the Closing Date at which time the Lessee's Leasehold Interest created by this Lease shall begin, and, subject to the other provisions of this Lease (including particularly Articles X, XI, and XII hereof), shall expire at midnight, December 1, 2036, or if at said time and on said date Payment in Full of the Series 2021 Bonds shall not have been made, then on such date as such payment shall have been made.

Section 5.2 Delivery and Acceptance of Possession. The Issuer agrees to deliver to the Lessee sole and exclusive possession of the Project (subject to the right of the Trustee and Issuer to enter thereon for inspection and other purposes as set forth in Section 8.2 hereof) on the effective date of this Lease and the Lessee agrees to accept possession of the Project upon such delivery; provided, however, that the Lessee shall be permitted full use and possession of the Project prior to the Completion Date and the Lessee may install and maintain its own equipment during the Construction Period.

### Section 5.3 Rents and Other Amounts Payable.

(a) Subject to Section 208 of the Indenture and the Home Office Payment Agreement, on or before December 1, 2021, and on or before each December 1 thereafter until Payment in Full of the Series 2021 Bonds, the Lessee shall pay or cause to be paid to the Trustee for the account of the Issuer as rents for the Project a sum equal to the amount payable on such date as principal of and interest on the Series 2021 Bonds, as provided in the Indenture. Each rental payment under this Section shall be sufficient to pay the total amount of principal and interest payable on such interest payment date, and if at any interest payment date the balance in the Bond Fund is insufficient to make required payments of principal and interest on such date, the Lessee shall forthwith pay any such deficiency.

Anything herein to the contrary notwithstanding, any amount at any time held by the Trustee in the Bond Fund shall be credited against the next succeeding rental payment and such credit shall reduce the payment to be then made by the Lessee; and further, if the amount held by the Trustee in the Bond Fund should be sufficient to pay at the times required the principal of and interest on all Series 2021 Bonds then remaining

unpaid, the Lessee shall not be obligated to make any further rental payments under the provisions of this Section.

(b) The Lessee agrees to pay to the Trustee until Payment in Full of the Series 2021 Bonds (i) at least once a year an amount equal to the annual fee of the Trustee for the Ordinary Services of the Trustee rendered and its Ordinary Expenses incurred under the Indenture, (ii) the reasonable fees, costs and expenses of Trustee's agents, counsel, accountants and experts as provided herein and in the Indenture, as and when the same become due, and (iii) the reasonable fees and charges of the Trustee for Extraordinary Services rendered by it and Extraordinary Expenses incurred by it as such terms are defined in the Indenture, as and when the same become due; provided, that the Lessee may, without creating a default hereunder, withhold such payment to contest in good faith the necessity for any such Extraordinary Services and Extraordinary Expenses and the reasonableness of any such Extraordinary Services and Extraordinary Expenses.

(c) The Lessee agrees to pay the reasonable and necessary expenses (including attorneys' fees and expenses) not otherwise provided for in this Lease, which may be incurred by the Issuer or the Trustee, or for which the Issuer or the Trustee may in any way become liable, as a result of issuing any of the Bonds, and the leasing of the Project to the Lessee, or being a party to this Lease or the Indenture, or the issuing of the Series 2021 Bonds.

(d) If the Lessee should fail to make any of the payments required in this Section, the item or installment so in default shall continue as an obligation of the Lessee until the same shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent legally enforceable, at the Default Rate per annum until paid. The provisions of this Section shall survive the termination of this Lease and payment in full of the Series 2021 Bonds.

(e) Notwithstanding anything to the contrary contained herein, if the Lessee is the lessee of the Project and is also the Bondholder, then the rental payments under Section 5.3(a) hereof and the payment of the principal of and interest on the Bonds shall be deemed to have been constructively made when due and shall be noted on the schedule of Payments on Account of Principal attached to the Bonds. If the Lessee elects to terminate this Lease or elects to purchase the Project, and if the Bonds have not theretofore been retired, the Lessee shall make a final payment of such rental payments in an amount sufficient to retire the Bonds and shall cause the Bonds to be retired on the date the Lease Term expires or the date this Lease is terminated or the date the purchase of the Project is closed, as applicable, provided that if the Lessee or an Affiliate of the Lessee is also the Holder of the Bonds, then in lieu of such payment, the Bonds shall be marked "canceled and paid" and shall be promptly surrendered by the holder to the Trustee.

Section 5.4 Place of Rental Payments. The rents provided for in Section 5.3(a) hereof and the interest on delinquent rents shall be paid directly to the Trustee for the account of the Issuer and will be deposited in the Bond Fund subject to the provisions of Section 208 of the Indenture. The other payments provided for in Section 5.3 hereof shall be paid directly to the

Trustee for its own use or for disbursement to any other paying agent on the Bonds, as the case may be.

Section 5.5 Obligations of Lessee Hereunder Absolute and Unconditional.

Subject to the provisions of the Home Office Payment Agreement, Section 5.3 and Section 9.7 hereof, the obligations of the Lessee to make the payments required in Section 5.3(a) hereof shall be absolute and unconditional and with no right of setoff. Until such time as Payment in Full of the Series 2021 Bonds shall have been made, the Lessee (i) will not suspend or discontinue any payments provided for in Section 5.3(a) hereof except to the extent the same have been prepaid, (ii) will perform and observe all of its other agreements contained in this Lease Agreement, and (iii) except as provided in Sections 11.1, 11.2 and 11.3 hereof, will not terminate the Lease Term for any cause, including, without limiting the generality of the foregoing, failure of the Issuer's title in and to the Project or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either thereof or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease Agreement or the Indenture. Nothing contained in this Section shall be construed to release the Issuer from the performance of any of the agreements on its part herein contained or contained in the other Issuer Documents; and if the Issuer should fail to perform any such agreement, the Lessee may institute such action against the Issuer as the Lessee may deem necessary to compel performance or recover its damages for nonperformance so long as such action shall not conflict with the agreements on the part of the Lessee contained in the preceding sentence. The Lessee may (or at the request of the Lessee, the Sublessee may), however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which the Lessee (or the Sublessee, as the case may be) deems reasonably necessary or in order to insure the acquisition, construction and installation of the Project or to secure or protect its right of possession, occupancy and use of the Project hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Lessee (or the Sublessee, as the case may be) and to take all lawful action which is required to effect the substitution of the Lessee (or the Sublessee, as the case may be) for the Issuer in any such action or proceeding if the Lessee shall so request.

## ARTICLE VI

### MAINTENANCE AND MODIFICATIONS, TAXES AND INSURANCE

Section 6.1 Maintenance and Modifications of the Project by Lessee.

(a) The Lessee will cause the Project to be maintained, preserved and kept in good repair, working order and condition in accordance with sound commercial practice, ordinary wear and tear and damage due to casualty and condemnation excepted, and will from time to time cause to be made all necessary and proper repairs, replacements and renewals thereof which are necessary in the Lessee's reasonable judgment to maintain the Project in good working order; provided, however, that the Lessee will have no obligation



to cause to be maintained, preserved, repaired, replaced or renewed any element or unit of the Project, the maintenance, repair, replacement or renewal of which, in the opinion of the Lessee, becomes uneconomic to the Lessee because of damage or destruction or obsolescence, or change in economic or business conditions, or change in government standards and regulations. For purposes of this Section 6.1, the “opinion of the Lessee” shall be expressed to the Issuer and the Trustee by delivery of a certificate of an Authorized Lessee Representative to the effect that the circumstances, situations or conditions described in this Section 6.1 exist to the extent that the Lessee is not required to cause to be maintained any element or unit of the Project and, further, Lessee may rely upon a certificate made by the Authorized Sublessee Representatives under the Sublease to the effect that such circumstances, situations or conditions so exist.

The Lessee covenants that as long as the Lessee or one of its subsidiaries or affiliates operates the Project during the term of the this Lease Agreement, it or one of its subsidiaries or affiliates will cause the Project to be maintained and operated as an “undertaking” within the meaning of the Amendment as in effect on the date hereof. The Lessee may comply with the foregoing obligations, in whole or in part, by causing them to be performed by the sublessees (including, without limitation, the Sublessee under the Sublease), subtenants and property managers of the Project.

Notwithstanding anything else herein contained, the Issuer hereby acknowledges and agrees that the Lessee shall have no duties or obligations with respect to any property that is owned, leased (other than pursuant to the Sublease) or otherwise brought on the Land by the Sublessee or any other sublessee of the Project, including, without limitation, any obligation to maintain or insure such property or pay any taxes, assessments or other charges with respect thereto.

(b) The Lessee, the Sublessee, or any other sublessee may from time to time, in its sole discretion, at its own expense and not from the proceeds of the Series 2021 Bonds, make any additions, modifications or improvements to the Project, including installation of additional machinery, equipment and related property in the Improvements or on the Leased Land, which it may deem desirable for its business purposes. All machinery, equipment and related property so installed by the Lessee, the Sublessee, or any other sublessee shall remain the sole property of the Lessee or such sublessee in which neither the Issuer nor the Trustee shall have any interest. All such machinery, equipment and other related property may be modified or removed at any time; provided that any damage to the Project occasioned by such modification or removal shall be repaired by the Lessee at its own expense.

(c) The Lessee shall not permit any mechanics’ liens, materialmen’s liens or other liens to be established and remain against the Project for labor or materials furnished or services rendered in connection with any additions, modifications, improvements, repairs, renewals or replacements so made by it; provided, that the Lessee may in good faith contest any mechanics’ liens, materialmen’s liens or other liens filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Issuer will cooperate fully with the Lessee in any such contest.

Section 6.2 Intentionally Omitted.

Section 6.3 Taxes, Other Governmental Charges and Utility Charges.

(a) The Issuer and the Lessee have entered into certain special covenants related to ad valorem taxes, as specifically set forth in Sections 8.14 and 8.15 hereof. The Issuer and the Lessee further acknowledge that under present law the interest of the Issuer in and to the Project will not be subject to ad valorem taxation by the State of Georgia or by any political or taxing subdivision thereof, and that under present law the income and profits (if any) of the Issuer from such portions of the Project are not subject to either Federal or Georgia taxation and these factors have induced the Lessee to enter into this Lease. However, the Lessee shall pay, as the same become lawfully due and payable, (i) all taxes and governmental charges of any kind whatsoever upon or with respect to the interest held by the Lessee under this Lease, (ii) all taxes and governmental charges of any kind whatsoever upon or with respect to the Project or any machinery, equipment or related property installed or brought by the Lessee therein or thereon (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the income or profits of the Issuer from the Project which, if not paid, will become a charge on the rents, revenues and receipts from the Project prior to or on a parity with the pledge or assignment thereof created and made in the Indenture), (iii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project and (iv) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term.

(b) It is the understanding and intent of the parties that the Issuer's acquisition of title to the Project, shall be solely for the purpose of leasing the same to the Lessee pursuant to the terms hereof. It is further the understanding and intent of the parties that, for purposes of the sales and use taxes imposed by Chapter 8 of Title 48 of the Official Code of Georgia Annotated, the conveyance to the Issuer of title to the Project or any portion thereof by the Lessee as contemplated herein shall not be a taxable transaction for sales and use tax purposes in accordance with the holding of Footpress Corporation v. Strickland, 242 Ga. 686, 251 S.E.2d 278 (1978).

(c) The Lessee or Sublessee may, at its own expense and in its own name and behalf or in the name and behalf of the Issuer, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments and other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. The Issuer shall cooperate fully with the Lessee and Sublessee in any such contest. If the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Issuer or the Trustee may (but shall be under no obligation to) pay the same after giving the Lessee and, during the term of the Sublease, Sublessee fifteen (15) days prior written notice of its intent to do so, and the failure of the Lessee to pay the same, and any amounts so advanced therefor by the Issuer or the Trustee shall become an additional obligation of the Lessee to the one making the

advancement, which amounts, together with interest thereon at the Default Rate the date thereof, the Lessee agrees to pay.

Section 6.4 Insurance Required. Throughout the Lease Term, the Lessee shall insure (or cause to be insured) the Project against such property and personal injury risks as is consistent with its insurance practices in effect from time to time, including self insurance, in any event. In lieu of separate insurance policies, such insurance may be in the form of a blanket insurance policy or policies of the Lessee. Insurance policies may be written with deductible amounts and exceptions and exclusions as the Lessee deems necessary in the normal course of its business. Issuer shall be named as additional insured on all personal injury policies. Any such policies shall not be canceled without the insurer endeavoring to provide the Issuer with the kind of notice that would be otherwise provided under the applicable ACORD certificate of insurance. Nothing herein shall prevent the Lessee or any sublessee to obtain additional amounts and policies of insurance with respect to the Project or any portion thereof for its benefit and at its sole cost and expense. Notwithstanding the foregoing, so long as the Sublease shall be in effect, the Sublessee shall provide the insurance required under this Section 6.4, and if Sublessee fails to provide such insurance, then Landlord may elect to purchase or maintain any or all such insurance on Sublessee's behalf.

Section 6.5 Application of Net Proceeds of Insurance. The Net Proceeds of the liability insurance carried pursuant to the provisions of Section 6.4 hereof shall be applied to pay the liability with respect to which the insurance payment is made. The Net Proceeds of the casualty insurance carried pursuant to the provisions of Section 6.4 hereof shall be paid to the loss payee as its interest may appear under any such casualty insurance policy. Nothing contained in this Section 6.5 shall relieve the Lessee of its obligations contained in Section 7.1 hereof.

Section 6.6 Additional Provisions Respecting Insurance. Subject to the rights of any Leasehold Mortgagee, all claims made under any insurance policies carried pursuant to the requirements of Section 6.4 hereof, regardless of amount, may be adjusted by the Lessee (or during the term of the Sublease, the Sublessee) with the insurers.

The Lessee (or any sublessee, including, without limitation, the Sublessee) shall furnish to the Issuer upon request a certificate of the Authorized Lessee Representative or an Authorized Sublessee Representative, as applicable, executed by one of its officials or other evidence satisfactory to the Issuer that it is in compliance with the requirements of Section 6.4 hereof.

Section 6.7 Other Issuer Expenses. Anything to the contrary herein notwithstanding, the Lessee shall pay any reasonable expenses, including reasonable attorney's fees, not specifically mentioned herein which are reasonably incurred by the Issuer in connection with the Project, this Lease, the Indenture or the Series 2021 Bonds, and which are not paid from the Project Fund pursuant to Section 4.3 hereof.

Section 6.8 Advances by Issuer or Trustee. If the Lessee fails to maintain, or cause to be maintained, the full insurance coverage required by this Lease or fails to keep the Project in as reasonably safe condition as its operating conditions will permit, or fails to keep the Project in good repair and good operating condition, the Issuer or the Trustee may (but unless

satisfactorily indemnified shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or make the required repairs, renewals and replacements if the Lessee shall fail to do so within fifteen (15) days after written notice of failure to do so has been delivered to Lessee by the Trustee or the Issuer; and all amounts so advanced therefor by the Issuer or the Trustee will become an additional obligation of the Lessee to the one making the advancement, which amounts, together with interest thereon at the Default Rate from the date thereof, the Lessee agrees to pay.

Section 6.9 Indemnification of Issuer and the Trustee. The Lessee shall, to the extent permitted by applicable law, indemnify and save the Issuer and the Trustee and the officers, directors, members, agents, employees and attorneys of each harmless against and from all claims by or on behalf of any person, firm or corporation or governmental entity arising, directly or indirectly, from the conduct or management of, or from any work or thing done on, the Project during the Lease Term, and against and from all claims arising during the Lease Term from (a) any condition of the Project, (b) any sale of the Bond, (c) any breach or default on the part of the Lessee in the performance of any of its obligations under this Lease, (d) any act of negligence of the Lessee or of any of its agents, servants, members, employees or licensees, (e) any act of negligence of any assignee or sublessee of the Lessee, or of any agents, servants, employees or licensees of any assignee or sublessee of the Lessee, (f) in the case of the Issuer and the Trustee and the respective officers, directors, agents and attorneys of each, against and from any loss, liability, expense or claim arising under or in connection with the acceptance or administration of the Trust Estate or the performance by the Trustee of its duties and obligations under the Indenture, and (g) including without limiting the generality of the foregoing, any loss, liability or expense arising under the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended, and any other environmental statute, rule or regulation. The Lessee shall indemnify and save the Issuer and the Trustee and the officers, members, directors, agents, employees and attorneys of each harmless from and against all liabilities, losses, damages, costs and expenses (including reasonable attorney's fees, costs and expenses) incurred in or in connection with any action or proceeding brought on such claims, and upon notice from the Issuer or the Trustee, the Lessee shall defend them or either of them in any such action or proceeding. Nothing contained herein shall require the Lessee to indemnify the Issuer and the Trustee and the officers, directors, agents, employees and attorneys of each for any claim or liability resulting from the Issuer's or the Trustee's own willful misconduct or gross negligence or for any claim or liability which the Lessee was not given a reasonable opportunity to contest. The Issuer or the Trustee shall reimburse the Lessee for payments made by the Lessee pursuant to this Section 6.9 to the extent of any proceeds, net of all expenses of collection, actually received by either such party from any insurance covering such claims with respect to the losses sustained. The Issuer or the Trustee, as applicable, shall promptly claim any such insurance proceeds and shall assign its rights to such proceeds, to the extent of such required reimbursement, to the Lessee. In case any action shall be brought against the Issuer or the Trustee in respect of which indemnity may be sought against the Lessee, the Issuer or the Trustee, as applicable shall promptly notify the Lessee in writing and the Lessee shall have the right to assume the investigation and defense thereof including the employment of counsel, and the payment of all expenses. Failure to give any such notice shall not affect the right of the Issuer or Trustee, as applicable, to receive the indemnification provided herein; unless the direct result of such failure is that the interests of the Lessee were materially and adversely affected. The Issuer or the Trustee, as applicable shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such

counsel shall be paid by the Issuer or the Trustee unless (i) the employment of such counsel has been authorized by the Lessee in writing or, (ii) the Lessee shall have failed promptly after receiving notice of such action from the Issuer or the Trustee, as applicable, to assume the defense of such action and employ counsel reasonably satisfactory to the Issuer or the Trustee, as applicable, or (iii) the named parties to any such action (including any impleaded parties) include both the Issuer or the Trustee, as applicable, and the Lessee or an affiliate of the Lessee, and the Issuer or the Trustee, as applicable, shall have been advised in writing by counsel that there may be one or more legal defenses available to such party which are different from or in addition to those available to the Lessee or affiliate of the Lessee or (iv) the Issuer or the Trustee, as applicable, shall have been advised in writing by counsel that there is a conflict on any legal issue between the Issuer or the Trustee, as applicable, and the Lessee (in which case, if the Issuer or the Trustee, as applicable, notifies the Lessee in writing that it elects to employ separate counsel at the expense of the Lessee, the Lessee shall not have the right to assume the defense of such action or proceeding on behalf of the Issuer or the Trustee, as applicable). The Lessee shall not be liable for any settlement of any such action without its consent (which shall not be unreasonably withheld) but, if any such action is settled with the consent of the Lessee or if there be a final unappealable judgment for the plaintiff in any such action, the Lessee agrees to indemnify and hold harmless the Issuer and the Trustee and the officers, directors, agents, employees and attorneys of each from and against any loss by reason of such settlement or judgment. Nothing herein shall be construed as requiring the Issuer or the Trustee to acquire or maintain insurance of any form or nature with respect to the Project or any portion thereof or with respect to any phrase, term, provision, condition or obligation of this Lease or any other matter in connection herewith. The obligations of the Lessee under this Section 6.9 shall survive the termination or expiration of this Lease, the satisfaction and discharge of the Indenture or the sooner resignation or removal of the Trustee and shall continue in full force and effect, binding the Lessee to the provisions of this Section 6.9 without regard to the manner of termination of this Lease.

## ARTICLE VII

### DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1 Damage and Destruction. Subject to the rights of any Leasehold Mortgagee, and unless the Lessee shall have exercised its options to prepay the Bonds in whole, terminate the Lease Term and purchase the Project, if prior to Payment in Full of the Series 2021 Bonds the Project is damaged or destroyed by fire or other casualty, the Lessee shall be obligated to continue to make the rental payments specified in Section 5.3 hereof and shall, at the written direction of all of the Holders of the Bonds outstanding, promptly replace, repair, rebuild or restore, or cause to be promptly replaced, repaired, rebuilt or restored, the property damaged to substantially the same condition as existed prior to the event causing such damage, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Lessee and as will not impair the operating unity of the Project or change its character to such an extent that its ownership by the Issuer would not be permitted under the laws pursuant to which the Issuer was created. Issuer hereby acknowledges and agrees that Issuer shall have no right to settle any claim with regard to any damage or destruction of the Project without Lessee's written approval, which approval may be granted or withheld in Lessee's sole and absolute discretion. All casualty insurance proceeds shall be made available to Lessee or Lessee's Lender.

Section 7.2 Condemnation. Subject to the rights of any Leasehold Mortgagee and the rights of the Sublessee under the Sublease, and unless the Lessee shall have exercised its options to prepay the Bonds in whole, terminate the Lease Term and purchase the Project, if prior to Payment in Full of the Series 2021 Bonds and the termination of this Lease, if the title in and to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Lessee shall be obligated to continue to make the rental payments specified in Section 5.3 hereof, and shall, at the written direction of all of the Holders of the Bonds outstanding, to the extent of available condemnation proceeds, cause the restoration of the Project to substantially the same condition as it existed prior to the exercise of the said power of eminent domain. Issuer hereby acknowledges and agrees that Issuer shall have no right to convey any portion of the Project in lieu of condemnation or settle any claim with regard to condemnation without Lessee's and Sublessee's prior written approval, which approval may be granted or withheld in Lessee's and Sublessee's sole and absolute discretion. All condemnation proceeds and proceeds received in lieu of condemnation shall be made available to Lessee or Lessee's Lender.

## ARTICLE VIII

### SPECIAL COVENANTS

Section 8.1 No Warranty of Condition or Suitability by the Issuer. THE ISSUER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROJECT OR THAT IT WILL BE SUITABLE FOR THE LESSEE'S PURPOSES OR NEEDS. The Lessee releases the Issuer from, agrees that the Issuer shall not be liable for and agrees, to the extent permitted by applicable law, to hold the Issuer harmless against, any loss that may be occasioned by the condition of the Project or its suitability for the Lessee's purposes or needs.

Section 8.2 Inspection of the Project; Right of Access to the Project by the Issuer. To the extent that the Issuer or the Oconee County Board of Assessors has questions about the data supplied by Lessee in any report, filing or other document provided under this Lease, including information or documentation requested pursuant to Section 8.14 hereof, the parties will engage in good faith efforts to resolve such questions and, upon Issuer's reasonable request, Lessee will furnish back-up documentation reasonably sufficient to verify the accuracy and completeness of report, filing or other document, and to demonstrate the manner in which such items or their contents were calculated or prepared. If, notwithstanding the good faith efforts of the parties to resolve any questions concerning such items, the parties are unable to resolve such issues, during the term of this Lease, Issuer's independent third-party certified public accountant who is reasonably acceptable to Lessee (any such independent third-party accountant to be retained on a non-contingency fee basis), may examine and audit such books and records of Lessee as are reasonably sufficient to verify the accuracy of such items. Any such audit must: (i) not be disruptive to Lessee's business and must take place at a mutually agreed time during Lessee's normal business hours; (ii) not occur more than once during any 12-consecutive-month period; (iii) only cover statements rendered since the last audit conducted by Issuer (if any) and during the 24 months prior to the date the audit is commenced; (iv) take place on at least thirty (30) days' prior written notice; (v) be completed within thirty (30) days from commencement; and (vi) be

conducted by Issuer alone and not in conjunction or cooperation with any other party. Issuer may not schedule an audit to take place in the fourth calendar quarter of any year. Issuer agrees that any information learned or disclosed in connection with any such audit is confidential information of Lessee and shall not be disclosed or used by Issuer except as expressly authorized herein. In the event Issuer's examination reveals a payment deficiency or discrepancy, the parties will cooperate in good faith to address and resolve such deficiency or discrepancy. Issuer will be solely responsible for all costs of any audit it conducts. Information, documents and materials that do not constitute public records under the Georgia Open Records Act ("GORA") or are exempt from disclosure under the GORA learned by Issuer's auditor in connection with any such audit shall be treated as confidential information of Lessee and Issuer agrees to maintain the confidentiality of such information to the maximum extent permitted by applicable law. The Issuer shall provide the Lessee prior written notice of any GORA request for information and the opportunity to contest any disclosure, and shall reasonably cooperate with Lessee in connection with the foregoing. Notwithstanding the foregoing or any other provision of this Agreement, Lessee shall not be required to disclose, permit the inspection of or examination of, or discuss, any document, information or other matter that (a) constitutes trade secrets or proprietary information, (b) in respect of which disclosure is prohibited by law or any binding agreement or (c) is subject to attorney-client or similar privilege, employee privacy or constitutes attorney work product.

Section 8.3 Lessee to Maintain Its Existence; Exceptions Permitted. The Lessee agrees that as long as the Bonds, or any portion thereof shall remain outstanding, it shall maintain its existence and shall not merge into any other entity (with such other entity surviving) and shall not transfer or convey all or substantially all of its property (other than the assignment of this Lease and the Project as permitted under the terms of this Lease), assets and licenses; provided however, the Lessee may without violating any provisions of this Lease (i) consolidate with or merge into another domestic entity or transfer or convey all or substantially all of its assets to another domestic legal entity, or a domesticated foreign entity (i.e., authorized to do business under the laws of the states of the United States of America or the District of Columbia) or (ii) permit one or more domestic entities to consolidate with or merge into or transfer or convey all or substantially all of its assets to another domestic entity or a domesticated foreign entity, but only on the condition that the assignee legal entity or the legal entity resulting from or surviving such merger (if other than the Lessee) shall expressly assume in writing and agree to pay and to perform all of the Lessee's obligations under this Lease, including specifically the indemnification obligations. If the Lessee is the surviving entity in such a merger, the express assumption shall not be required.

Section 8.4 Qualification in Georgia. The Lessee warrants (except as may be otherwise permitted pursuant to the provisions of Section 8.3 above) that it is and throughout the Lease Term it will continue to be a limited liability company duly qualified to do business in the State of Georgia.

Section 8.5 Granting and Release of Easements. The Lessee may at any time or times cause to be granted, modified, amended, released or terminated easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways), other rights or privileges in the nature of easements with respect to any property included in the Project and other contracts or agreements helpful in effecting the development, construction, maintenance, operation or restoration of the Project and such grant will be free from the lien or security interests created by the Indenture or this Lease, and the Issuer agrees that it shall execute and deliver and

will cause the Trustee to execute and deliver any instrument necessary or appropriate to confirm, grant, amend, modify, terminate or release any such easement, license, right-of-way, other right or privilege or other document within ten (10) business days upon receipt of: (i) a copy of the instrument of grant or release, and (ii) written application of the Lessee signed by an Authorized Lessee Representative requesting such instrument and stating (1) that such grant or release is not detrimental to the proper conduct of the business of the Lessee, and (2) that such grant or release will not impair the effective use or materially interfere with the operation of the Project and will not weaken, diminish or impair the security intended to be given by or under the Indenture.

Section 8.6 Reserved.

Section 8.7 Release of Certain Land. Notwithstanding any other provision of this Lease, the parties hereto reserve the right at any time and from time to time by mutual agreement to amend this Lease for the purpose of effecting the release of and removal from this Lease (i) of any part of the Leased Land (on which Improvements are not located but on which parking, transportation, utility facilities or other facilities may be located) on which the Issuer proposes to construct improvements for lease under another and different lease agreement or (ii) any part of the Leased Land with respect to which Issuer proposes to convey fee or other title to a railroad or other public body, quasi-public body or Person in order that transportation facilities or services by rail, water, road or other means or utility services for the Project, for the benefit of Lessee, may be provided, increased or improved; provided, that if at the time any such amendment is made any of the Series 2021 Bonds are outstanding and unpaid, there shall be deposited with the Trustee the following:

(a) A copy of said amendment in substantially the form attached as Exhibit "D", as executed.

(b) A certificate of the Authorized Issuer Representative (i) stating that the Issuer is not in default under any of the provisions of this Lease or the Indenture and that the Lessee is not, to the knowledge of the Issuer, in default under any of the provisions of this Lease, (ii) giving an adequate legal description of that portion of the Leased Land to be released, (iii) stating the purpose for which the Issuer desires the release, (iv) stating that the improvements which will be constructed or the facilities and services which will be provided, increased or improved will be such as will promote the purposes for which the Issuer was created, and (v) requesting such release.

(c) An opinion of Counsel to the Lessee that all necessary action required under the articles of organization and operating agreement has been taken to authorize and approve such amendment together with an officer's or manager's certificate stating that the Lessee is not in default under any of the provisions of this Lease.

(d) A copy of the agreement, if applicable, wherein the Issuer or the Lessee agrees to construct or install improvements on the portion of the Leased Land so requested to be released and agrees to lease the same to the lessee under said lease agreement, and wherein such lessee agrees to lease the same from the Issuer, or a copy of the instrument conveying title to a railroad, public utility or public or quasi-public body or Person.



(e) A certificate of an Authorized Lessee Representative, dated not more than sixty (60) days prior to the date of the release and stating that, in the opinion of the person signing such certificate, (i) the portion of the Leased Land so proposed to be released is not otherwise needed for the operation of the Project for the purposes hereinabove stated, and (ii) the release so proposed to be made will not materially impair the utility of the Project and will not destroy the means of ingress thereto and egress therefrom.

No release effected under the provisions hereof shall entitle the Lessee to any abatement or diminution of the rents payable under Section 5.3 hereof.

Section 8.8 Filing of Certain Continuation Statements. Pursuant to Section 1214 of the Indenture, from time to time, the Lessee, at its own expense, shall duly file or cause to be filed continuation statements for the purpose of continuing without lapse the effectiveness of (i) those Financing Statements which shall have been filed at or prior to the issuance of the Series 2021 Bonds in connection with the security for the Series 2021 Bonds pursuant to the authority of the Uniform Commercial Code of Georgia, and (ii) any previously filed continuation statements which shall have been filed as herein required. The Lessee shall sign (if necessary) and deliver to the Issuer or its designee and the Issuer shall sign and deliver to the Trustee such continuation statements as may be requested of it from time to time by the Trustee. Upon the filing of any such continuation statement the Trustee shall promptly notify the Lessee and the Issuer that the same has been accomplished if so requested in writing.

Section 8.9 Special Environmental Indemnification.

(a) The Lessee agrees to and shall indemnify, hold harmless, and defend the Issuer and Trustee, its officers, directors, agents, members and employees from and against any and all claims, losses, damages, actual out-of-pocket costs and actual out-of-pocket expenses (including, without limitation, reasonable attorneys' fees and court costs), causes of action, lawsuits, government regulatory enforcement actions, and liability (individually, a "Claim," collectively, "Claims") asserted against the Issuer arising out of alleged or actual "environmental contamination" (hereinafter defined) arising from the Lessee's leasing and operation of the Project.

(b) "Environmental contamination" as used herein shall mean damages to persons or property or violations of state or federal environmental laws or regulations arising out of the Lessee's past operations at the Project or the operations of the Lessee at any time at the Project with respect to but not limited to air emissions, water effluent discharges, and waste generation, transportation, storage, disposal, or the handling of hazardous materials.

(c) The Issuer shall notify the Lessee and, during the term of the Sublease, Sublessee in writing within thirty (30) days after any Claim is made, brought, or asserted, in any event, in writing, against the Issuer, and as to which the Issuer has actual knowledge by receipt of such written notification.

(d) The Issuer shall fully cooperate with the Lessee, including but not limited to, assisting the Lessee in the preparation of a defense to Claims when and as the Lessee

fulfills its obligations under this Section of the Lease. In the event the Issuer provides notice to the Lessee and Sublessee under subsection (c) above, the Lessee shall handle and control the defense of all Claims and the Lessee's decision on litigation and settlement and all other such aspects shall be final; provided, however, no settlement or decision shall impose upon the Issuer by apportionment or otherwise, any loss, damage or liability as a result thereof.

(e) The Issuer shall use its best efforts to deliver the notice specified in subsection (c) above within a period of thirty (30) days after the Issuer has direct knowledge (by receipt of written notice or otherwise) of a Claim.

(f) The provisions of this Section 8.9 shall survive the termination of this Lease and shall continue in full force and effect, binding the Lessee to the provisions of this Section 8.9 without regard to the manner of termination of this Lease.

Section 8.10 Mortgages/Cooperation of Issuer. The Lessee is hereby given the right by the Issuer to mortgage and/or give security interests in this Lease and its Leasehold Interest under one or more Leasehold Mortgages relating to the Project, the rents and the Net Proceeds therefrom, as the same may be amended, modified, consolidated or extended and may assign this Lease to a Lender as collateral security under any such permitted Leasehold Mortgages. The Issuer shall have no rights in and to the rentals payable to the Lessee under any subleases or sub-rental agreements (including, without limitation, the Sublease) of all or any part of the Project, which rentals the Issuer acknowledges may be assigned by the Lessee to a Leasehold Mortgagee of the Project.

If the Lessee shall enter into a Leasehold Mortgage with respect to the Project, the Lessee shall provide the Trustee and the Issuer with notice of such Leasehold Mortgage and the name and address of the Leasehold Mortgagee, and upon the request of the Lessee, the Trustee shall subordinate its interest in the Trust Estate to the lien of such Leasehold Mortgage. Subject to compliance with law, the Issuer agrees that following receipt of such notice by the Issuer, and so long as the Leasehold Mortgage shall not be discharged or terminated, or until written notice of discharge and termination is given by the Leasehold Mortgagee to the Issuer and to the Trustee, the following provisions shall apply with respect to this Lease:

(a) No termination cancellation, surrender or modification of this Lease by the Lessee, including, without limitation, any amendment, supplement or modification to the Project Summary or "Exhibit A" to this Lease, nor the waiver by the Lessee of any of the provisions of this Lease nor the giving by the Lessee of any consent, shall be effective as to the Leasehold Mortgagee unless consented to in writing by the Leasehold Mortgagee.

(b) The Issuer or the Trustee, upon providing the Lessee any notice of (i) default under this Lease or (ii) a matter on which the Issuer or the Trustee may predicate or claim a default, shall at the same time provide a copy of such notice to the Leasehold Mortgagee. The Issuer and the Trustee shall have no liability for the failure to give any such notice, except that no such notice by the Issuer or by the Trustee to the Lessee shall be deemed to have been duly given to the Lessee or the Leasehold Mortgagee unless and until a copy thereof has been so provided to the Leasehold Mortgagee as provided above.

(c) So long as the Leasehold Mortgage is in effect and has not been canceled, unless the Leasehold Mortgagee shall otherwise expressly consent in writing, the fee simple title in and to the Project held by the Issuer and the leasehold estate of the Lessee created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee simple title and said leasehold estate by the Issuer or by the Lessee or by a third party, by purchase or otherwise.

(d) Notices from the Issuer or from the Trustee to the Leasehold Mortgagee shall be mailed to the address furnished to the Issuer and to the Trustee, as aforesaid, and those from the Leasehold Mortgagee to the Issuer or to the Trustee shall be mailed to the address designated pursuant to the provisions of this Lease. Such notices, demands and requests shall be given in the manner described in this Lease.

(e) In the event of any proceeding by either the Issuer or the Lessee under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect:

(i) If this Lease is rejected as to the Project in connection with a bankruptcy proceeding by the Lessee or a trustee in bankruptcy for the Lessee, (1) such rejection shall be deemed an assignment by the Lessee to the Leasehold Mortgagee of the leasehold estate in the Project and all of the Lessee's interest under this Lease, (2) this Lease shall not terminate, and (3) the Leasehold Mortgagee shall have all rights of the Leasehold Mortgagee under this Section 8.10 as if such bankruptcy proceeding had not occurred, unless the Leasehold Mortgagee shall reject such deemed assignment by notice in writing to the Issuer and to the Trustee within thirty (30) days following rejection of this Lease by the Lessee or the Lessee's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Lease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by the Lessee or the trustee in bankruptcy in connection with any such proceeding, the Issuer shall promptly, within a reasonable time, provide the Leasehold Mortgagee with written notice that this Lease has been terminated (for the purposes of this clause "(i)" a "New Lease Notice"). The Issuer agrees to enter into a new lease of the Project (for purposes of this clause "(i)", a "New Lease") with the Leasehold Mortgagee of the Project or its designee for the remainder of the Lease Term of this Lease, effective as of the date of termination, upon the terms, covenants and conditions of this Lease, provided:

(A) The Leasehold Mortgagee shall make written request upon the Issuer for such New Lease within thirty (30) days after the date the Leasehold Mortgagee receives the New Lease Notice given pursuant to this subsection.

(B) Any New Lease made pursuant to this subsection shall have the same priority with respect to any lien, charge or encumbrance on the Project as this Lease, and the Leasehold Mortgagee, as the lessee or tenant under such New Lease shall have the same right, title and interest in and to the Project as the Lessee has under this Lease as of the date of such New Lease.

(C) The Leasehold Mortgagee will agree to assume all obligations of the Lessee under the Lease (including indemnification of the Issuer) prior to, from and after the date of such assumption as if the Lease had not been terminated.

(ii) If this Lease is rejected by the Issuer or by the Issuer's trustee in bankruptcy:

(A) The Lessee shall not have the right to treat this Lease as terminated except with the prior written consent of the Leasehold Mortgagee; and the right to treat this Lease as terminated in such event shall be deemed assigned to the Leasehold Mortgagee, whether or not specifically set forth in the Leasehold Mortgage, so that the concurrence in writing of the Lessee and such Leasehold Mortgagee shall be required as a condition to treating this Lease as terminated in connection with such proceeding.

(B) Unless this Lease is treated as terminated in accordance with subsection (ii)(A) above, then this Lease shall continue in effect upon all the terms and conditions set forth herein (including, indemnification of the Issuer), but excluding requirements that are not then applicable or pertinent to the remainder of the Lease Term.

(f) The Issuer shall have no rights in and to the rentals payable to the Lessee under any subleases or sub-rental agreements (including, without limitation, the Sublease) of all or any part of the Project, which rentals Issuer acknowledges may be assigned by the Lessee to the Leasehold Mortgagee of the Project.

(g) The Issuer acknowledges that, in the event of damage to or taking of the improvements that are part of the Project due to casualty or condemnation, the Net Proceeds of casualty insurance or condemnation, as the case may be, may be required by the Leasehold Mortgagee to be applied to reduce the then balance of the indebtedness secured by the Leasehold Mortgage or may be required by the Leasehold Mortgagee to be used for the restoration or replacement of such improvements. In the event of any conflict between the provisions of this Lease and the provisions of a Leasehold Mortgage with respect to application of the Net Proceeds of casualty insurance and condemnation, the provisions of the Leasehold Mortgage shall control.

(h) Notwithstanding any provision of this Lease to the contrary, no default or event of default under a Leasehold Mortgage or any other document or instrument evidencing or securing the indebtedness secured by a Leasehold Mortgage will, in and of itself, constitute a default or Event of Default under this Lease unless the Leasehold Mortgagee directs that the same be treated as an Event of Default under this Lease.

(i) The Issuer consents to the exercise by the Leasehold Mortgagee of any and all rights and remedies permitted under a Leasehold Mortgage and any other loan documents, and to the exercise of such additional legal and equitable rights and remedies as may be available to the Leasehold Mortgagee, in the event of a default or event of default under the loan documents. Further, the Issuer expressly agrees that neither the execution, delivery and/or recording of a Leasehold Mortgage, or the execution, delivery and/or recording or filing of any other instruments or agreement by the Lessee or the Leasehold Mortgagee in connection with the loan documents,

nor any other matters to which the Issuer has given its consent herein, shall ever be deemed to constitute a default or event of default under the Lease.

(j) (1) Issuer acknowledges that, if the Leasehold Mortgagee or any other party succeeds to the Leasehold Interest of the Lessee in the Project under this Lease as a result of foreclosure proceedings or sale under a power of sale or the granting of a deed in lieu of foreclosure, or if the Leasehold Mortgagee (or its designee) and the Issuer enter into a new lease, the Leasehold Mortgagee or any such other party, and any transferee of the Leasehold Mortgagee or such other party (each, a "Successor Tenant"), shall become a substituted Lessee under this Lease without necessity of any consent of or approval by Issuer or Trustee provided that such Successor Tenant agrees to subsection (2) hereunder. Without the consent of the Issuer or the Trustee, the Successor Tenant shall have the right to sell and assign its leasehold interest in the Project or sublease the Project as provided in Section 9.2 hereof without necessity of any consent of, approval by or notification to Issuer.

(2) The Successor Tenant shall be required to assume the Lessee's obligations under this Lease including indemnification of the Issuer, and shall be deemed to have agreed to perform all of such the Lessee's obligations hereunder, but only for so long as such Successor Tenant is the owner of the leasehold estate. The Successor Tenant shall, upon any subsequent assignment of its leasehold interest and the assumption by such assignee of this Lease in writing, be relieved of all obligations under this Lease.

(3) So long as any Successor Tenant is the Lessee of the Project, the Issuer and the Trustee shall look solely to the interest of such Successor Tenant in the Project in the event of the breach or default by such Successor Tenant under the terms of this Lease and any judgment or decree to enforce the obligations of such Successor Tenant shall be enforceable only to the extent of the interest of such Successor Tenant in the Project.

(4) Upon the request of any such Successor Tenant, Issuer agrees to enter into a new, separate direct lease for the Project with any such Successor Tenant for the remainder of the term remaining hereunder at the same rent and having the same other provisions as this Lease, as theretofore amended.

(k) As long as a Leasehold Mortgagee (including any successor or assign) holds a Leasehold Mortgage:

(i) That Leasehold Mortgagee may, but shall not be obligated to, cure any default by the Lessee under this Lease within sixty (60) days after the Leasehold Mortgagee's receipt of Issuer's or Trustee's default notice; provided, however, that if any non-monetary default reasonably cannot be cured within such sixty (60) day period, the same shall be deemed to have been timely cured if that Leasehold Mortgagee commences reasonably appropriate curative action within such sixty (60) day period and diligently prosecutes same to completion thereafter. If any such non-monetary default reasonably cannot be cured by Leasehold Mortgagee without Leasehold Mortgagee obtaining possession of the Project, such sixty (60) day cure period shall not commence until Leasehold Mortgagee obtains possession of the Project, as long as all rent payments are made and all other defaults which reasonably can be cured by Leasehold Mortgagee

without Leasehold Mortgagee obtaining possession of the Project are so cured, and provided that Leasehold Mortgagee commences to exercise any rights under its Leasehold Mortgage to obtain possession or to effect foreclosure on the Project, and diligently pursues the exercise of such rights thereafter.

(ii) Notwithstanding anything in this Lease to the contrary, if any, if a default by the Lessee under this Lease is of such a nature that it reasonably cannot be cured by such Leasehold Mortgagee, or reasonably cannot be cured by such Leasehold Mortgagee without such Leasehold Mortgagee obtaining possession of the Project, neither the Issuer nor the Trustee shall terminate this Lease as long as all rent payments are made with respect to the Project and all other defaults which reasonably can be cured by such Leasehold Mortgagee without obtaining possession of the Project are so cured.

(iii) Such Leasehold Mortgagee may exercise any renewal option or any purchase option relating to the Project to which the Lessee under the Lease is now or hereafter entitled under this Lease.

(iv) Neither the Issuer nor the Trustee shall terminate this Lease as to the Project without first giving the Leasehold Mortgagee (1) written notice of its intent to terminate this Lease and (2) a reasonable period after such notice in which to obtain possession of the Project or to effect foreclosure or otherwise acquire the leasehold estate from the Lessee and, within a reasonable time thereafter, to cure any default which is capable of being cured by such Leasehold Mortgagee without such Leasehold Mortgagee obtaining possession of the Project. If such Leasehold Mortgagee cures those defaults which reasonably can be cured by such Leasehold Mortgagee without obtaining possession of the Project, then Issuer will not terminate this Lease. Further, neither the Issuer nor the Trustee shall exercise any remedies for a default under this Lease as it relates to any property pledged under any Leasehold Mortgage without the prior written consent of the Leasehold Mortgagee which is the holder thereof.

(v) In addition to the rights of any Leasehold Mortgagee set forth in this Lease, if the Lease is terminated due to an Event of Default under this Lease, and if, after giving effect to the provisions of Article X of this Lease, as amended, or any other agreements or state of facts, the lien of the Leasehold Mortgagee's Leasehold Mortgage on the Project would be terminated, the Issuer will enter into a new lease (for purposes of this clause "(v)", the "New Lease") with such Leasehold Mortgagee for the remainder of the term which was theretofore terminated at the same rent and having the same other provisions as this Lease, as theretofore amended, so long as such Leasehold Mortgagee agrees to assume all obligations of the Lessee under the Lease (including indemnification of the Issuer). Such right may be exercised (whether under the provisions of this paragraph or under other provisions of this Lease) by written notice from the Leasehold Mortgagee to Issuer on or before the expiration of thirty (30) days after the receipt by the Leasehold Mortgagee of a written notice from the Issuer (for the purposes of this clause "(v)", a "New Lease Notice") of such termination, which notice shall advise such Leasehold Mortgagee of such termination and expressly refer to the New Lease rights of such Leasehold Mortgagee under the provisions of this Lease. After any termination of this Lease after which such Leasehold Mortgagee has the right to obtain a New Lease as provided in this Section 8.10, for so long as such Leasehold Mortgagee has such right, the Issuer shall not terminate any

subleases or sub-rental agreements (including, without limitation, the Sublease) or the rights of any sublessor or subtenant (including, without limitation, the Sublessee).

(vi) Within twenty (20) days after request by such Leasehold Mortgagee from time to time made, Issuer will execute and deliver to such Leasehold Mortgagee or to such other person or entity as may be specified by such Leasehold Mortgagee an estoppel certificate containing such information concerning this Lease as such Leasehold Mortgagee may reasonably request.

(vii) Notwithstanding anything to the contrary set forth or contained in this Lease, the Issuer hereby waives any contractual and/or statutory liens and any rights of distress with respect to the property of the Lessee (or the Lessee's sublessees, successors or assigns, including any Leasehold Mortgagee) from time to time located within or upon the Project ("Lessee's Property"), during the Lease Term or any extension thereof. It is hereby covenanted and agreed by the Issuer that this Lease does not and will not, from and after this date, be construed or deemed to grant a contractual lien or any other security interest to the Issuer or in favor of the Issuer with respect to Lessee's property.

Section 8.11 Compliance with Laws. The Lessee agrees that it will comply with any applicable law, ordinance, rule or regulation of any governmental authority with respect to its use of the Project; provided, that, the Lessee (or, during the term of the Sublease, the Sublessee pursuant to the Sublease) may contest the constitutionality or applicability of any such law, ordinance, rule or regulation and shall not be deemed in default hereunder for failure to comply therewith during the pendency of any such contest.

Section 8.12 Resolution of Disputes. The Lessee agrees that it will respond to the Issuer within thirty (30) days after notice from the Issuer of any dispute, lawsuit or lien relating in any way to the Project and will cooperate fully with the Issuer to resolve such dispute.

Section 8.13 Limitation of Liability of Directors, Officers, Members and Employees of the Issuer and Lessee. Nothing herein shall be deemed to be an obligation of any officer, manager, member, director or employee of Issuer or the Lessee in his or her individual capacity, and neither the directors of the Issuer or the Lessee or any officer or manager thereof executing the Series 2021 Bonds shall be liable personally on the Series 2021 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, director, manager, member, agent or employee of the Issuer or the Lessee shall incur any personal liability with respect to any other action taken by him or her pursuant to this Lease or the Indenture.

Section 8.14 Information for Tax Valuation Purposes. In order to permit the Oconee County Board of Assessors to fulfill its property valuation responsibility generally, the Lessee agrees to promptly provide the Oconee County Board of Assessors with all such relevant information within the knowledge of Lessee as the Oconee County Board of Assessors may reasonably request, either directly or through or with the assistance of the Issuer, relating to the Project and the Lessee's interest therein, including without limitation financial information regarding Lessee's capital expenditures for the acquisition, construction and installation of the Project, as well as specific non-confidential information relating to any leases or subleases entered into by the Lessee relating to the Project or any portion thereof.

Section 8.15 Special Covenants Related to Ad Valorem Taxation. The Issuer and the Lessee further acknowledge that under present law, because the Project will be owned by the Issuer, the Project, including the Lessee's Leasehold Interest in the Project, will not be subject to ad valorem taxation by the State of Georgia or by any political or taxing subdivision thereof. At the end of the Lease Term, the Issuer shall convey the Project to the Lessee pursuant to Article XII hereof and thereafter, the Lessee shall own the Project and shall pay ad valorem taxes in each year in an amount required through the standard assessment procedures of the Oconee County Board of Tax Assessors, said property to be valued at its existing value upon termination of this Lease, taking into account the depreciated value of the Project.

## ARTICLE IX

### ASSIGNMENT, SUBLEASE, PLEDGING AND SELLING; REDEMPTION; RENT PREPAYMENT AND ABATEMENT

#### Section 9.1 Assignment and Subleasing.

(a) Subleasing. The Lessee may sublease all or any part of the Project, in whole or in part, at any time and from time to time, without the approval of the Issuer, the Trustee or the Holders of the Bonds, but no such sublease shall relieve the Lessee of any of its obligations hereunder, and in the event of any such sublease or sub-rental agreement, the Lessee shall continue to remain primarily liable for payment of the rents specified in Section 5.3 hereof and for the payment, performance and observance of the other obligations and agreements on its part herein provided to be performed and observed by it. In connection with any such sublease or sub-rental agreement (including, without limitation, the Sublease), the Lessee shall furnish or cause to be furnished to the Issuer, upon request, assurances reasonably satisfactory to the Issuer that the Project will continue to be operated in compliance with the provisions hereof and for the purposes permitted by the Amendment. The Issuer shall have the right, at any time and from time to time, to notify any sublessee or sub-tenant of the rights of the Issuer as provided by this Section.

(b) Assignment. This Lease may not be assigned, in whole or in part, by the Lessee without the consent of (i) the Issuer and the Trustee, which consent shall not be unreasonably withheld, or (ii) all of the Holders of the Bonds; provided, however, that this Lease may be assigned, in whole or in part, without such consents to any entity controlled, controlling or under common control with the Lessee or one of its Affiliates or to any successor to substantially all of the business of the Lessee.

No assignment (other than pursuant to Section 8.3 hereof) shall relieve the Lessee from primary liability for any payment of rent or other obligations hereunder accruing prior to the date of such assignment unless the Lessee shall have obtained the consent of (i) the Issuer and the Trustee, which consent shall not be unreasonably withheld, or (ii) all of the Holders of the Bonds.

The Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Issuer and to the Holders of the Bonds a true and complete copy of each such assignment, together with any instrument of assumption.



Notwithstanding the foregoing, this Lease may only be assigned to a Person that is also the Holder of the Bonds, so that at all times, the Lessee under this Lease and the Holder of the Bonds will be the same Person (except for a pledge of this Lease and Lessee's Leasehold Interest pursuant to one or more Leasehold Mortgages, as permitted herein). Nothing herein or in the Bond Documents shall be deemed to prohibit the transfer of the Lessee's interest in this Lease to any Affiliate of Lessee, so long as the Bond is also transferred to such Affiliate. Nothing herein or in any of the other Bond Documents shall be deemed to place any restriction on any direct or indirect transfers of any ownership or equity interest in the Lessee or any of its constituent owners.

Section 9.2 Reserved.

Section 9.3 Assignment of Lease to Trustee. The Issuer shall assign its interest in and pledge all rents, revenues and receipts derived under this Lease or otherwise arising out of or in connection with its ownership of the Project pursuant to the Indenture, to the Trustee as security for the payment of the principal of and interest on the Series 2021 Bonds, but such assignment shall be subject and subordinate to this Lease.

Section 9.4 Restrictions on Sale of the Project by Issuer. Except for any sale under threat of a taking by eminent domain or a sale otherwise expressly permitted under the terms of this Lease, the Issuer agrees that, during the Lease Term, it shall not (1) directly, indirectly, or beneficially sell, convey, or otherwise dispose of any part of its interest in the Project or the Lease, (2) permit any part of the Project to become subject to any lien, claim of title, encumbrance, security interest, conditional sale contract, title retention arrangement, finance lease, or other charge of any kind, without the written consent of the Lessee and, during the term of the Sublease, the Sublessee (3) take any action which may reasonably be construed as tending to cause or induce the levy or assessment of ad valorem taxes on the Project or the Lessee's Leasehold Interest (other than as contemplated in Section 6.3 hereof) or, (4) assign, transfer, or hypothecate (other than pursuant to the Indenture) any payment of rent (or analogous payment) then due or to accrue in the future under any lease of the Project, except that if the laws of the State at the time shall permit, nothing contained in this Section shall prevent the consolidation of the Issuer with, or merger of the Issuer into, or transfer of the Project as an entirety to, any public body of the State whose property and income are not subject to taxation and which has authority to own and lease the Project, provided, that upon any such consolidation, merger, or transfer, the due and punctual payment of the principal of, premium, if any, and interest on the Bond according to its tenor, and the due and punctual performance and observance of all the agreements and conditions of this Lease to be kept and performed by the Issuer, shall be expressly assumed in writing by the public body resulting from such consolidation or surviving such merger or to which the Project shall be transferred as an entirety.

Section 9.5 Prepayment of Series 2021 Bonds. The Issuer, at the request at any time of the Lessee (with the written consent of the Sublessee during the term of the Sublease) and if the same are then redeemable, shall forthwith take all steps that may be necessary under the applicable prepayment provisions of the Indenture to effect prepayment of all or any portion of the Series 2021 Bonds, as may be specified by the Lessee, on the earliest prepayment date on which such prepayment may be made under such applicable provisions. So long as the Lessee is not in default hereunder and the Issuer is not obligated to prepay the Series 2021 Bonds pursuant to the

terms of the Indenture, the Issuer shall not redeem any Series 2021 Bonds prior to their maturity unless requested in writing by the Lessee (with the written consent of the Sublessee during the term of the Sublease). The Lessee agrees to give written notice to the Issuer and the Trustee of any prepayment at least ten (10) days prior to the prepayment date (unless the Series 2021 Bonds are then held by the Lessee or an affiliate thereof, in which case three (3) days' notice shall be sufficient) or such shorter period of time as may be acceptable to the Issuer and the Trustee.

Section 9.6 Prepayment of Rents. Without limitation on Section 11.1, there is expressly reserved to the Lessee the right, and the Lessee is authorized and permitted, at any time it may choose, so long as it is not in default hereunder, to prepay all or any part of the rents payable under Section 5.3 hereof, and the Issuer agrees that the Trustee may accept such prepayment when the same is tendered by the Lessee. All prepaid rents shall be credited on the rents specified in Section 5.3, in the chronological order of their due dates. If the Lessee then holds all or a portion of the Bonds, in lieu of paying such rents, the Lessee may deliver to the Trustee the Bonds with instructions to cancel all or any portion of the principal amount thereof.

Section 9.7 Rent Abatements if Series 2021 Bonds Paid Prior to Maturity. If at any time the aggregate moneys in the Bond Fund are sufficient to retire, in accordance with the terms of the Indenture, all of the outstanding Series 2021 Bonds and to pay all Ordinary Expenses of the Trustee due or to become due through the date on which the last of the Series 2021 Bonds is to be retired, under circumstances not resulting in termination of the Lease Term, and if the Lessee is not at the time otherwise in default hereunder, the Lessee shall be entitled to use and occupy the Project from the date on which such aggregate moneys are in the Bond Fund to and including midnight on December 31, 2036, without the payment of rent during that interval (but otherwise on the terms and conditions hereof).

Section 9.8 Reference to Series 2021 Bonds Ineffective After Series 2021 Bonds Paid. Upon Payment in Full of the Series 2021 Bonds and all fees, charges and expenses of the Trustee (including reasonable attorney's fees, costs and expenses), all references in this Lease to the Series 2021 Bonds and the Trustee shall be ineffective and neither the Trustee nor the holders of any of the Series 2021 Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested. Reference is hereby made to Section 1002 of the Indenture which sets forth the conditions upon the existence or occurrence of which Payment in Full of the Series 2021 Bonds shall be deemed to have been made.

Section 9.9 Permitted Transfers. Notwithstanding anything to the contrary contained in this Lease, the Issuer acknowledges and agrees that any direct or indirect transfer of any stock or other equity or ownership interests in the Lessee, or any of its constituent owners, shall not be deemed a prohibited transfer or assignment hereunder or otherwise require the consent of the Issuer, the Trustee or the holders of the Series 2021 Bonds.

## ARTICLE X

### EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. The following shall be Events of Default under this Lease:

(a) failure by the Lessee to make any rental payments required under Section 5.3 hereof on or before the date that the payment is due and continuance of such failure for a period of five (5) business days after written notice thereof has been given to the Lessee;

(b) failure by the Lessee to observe and perform any other material covenant, condition or agreement on its part under this Lease (other than as referred to in subsection (a) of this Section), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Lessee by the Trustee, unless the Issuer and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Issuer and the Trustee will not unreasonably withhold their consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected;

(c) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Lessee or adjudging the Lessee a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Lessee under Title 11 of the United States Code, as now constituted or as amended or any other applicable Federal or state bankruptcy or other similar law, and such decree or order shall have continued undischarged or unstayed for a period of ninety (90) days; or the entry of a decree or order of a court having jurisdiction of the Project for the appointment of a receiver or liquidator or trustee or custodian or assignee in bankruptcy or insolvency of the Lessee or of all or a major part of its property, or for the winding up or liquidation of its affairs and such decree or order shall have remained in force undischarged or unstayed for a period of ninety (90) days;

(d) the Lessee shall institute proceedings to be adjudicated a bankrupt or insolvent, or shall consent to the filing of a bankruptcy or insolvency proceeding against it, or shall file a petition or answer or consent seeking relief under Title 11 of the United States Code, as now constituted or as amended, or any other applicable Federal or state bankruptcy or other similar law, or shall consent to the institution of proceedings thereunder or to the filing of any such petition, or shall consent to the appointment or taking possession of a receiver or liquidator or trustee or custodian or assignee in bankruptcy or insolvency of it or of all or a major part of its property, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or the failure of the Lessee generally to pay its debts as such debts become due, or the taking of action by the Lessee in furtherance of any such action; or

(e) The sale, transfer, assignment or other disposal of the Project or the Lessee's interest in the Project other than a sale, transfer, assignment or disposal which is permitted under the provisions of this Lease.

The foregoing provisions of this Section are subject to the following limitations: If by reason of force majeure the Lessee is unable in whole or in part to carry out the agreements on its part herein contained, other than the obligations on the part of the Lessee contained in Sections 5.3, 6.3, 6.4 and 8.3 hereof, the Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God: strikes, lockouts or other industrial disturbances; labor troubles; shortages of labor or materials after due diligence in obtaining same; unavailability or excessive price of fuel; acts of public enemies; terrorism; orders of any kind of the government of the United States of America or of the State of Georgia or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; condemnations; insurrections; riots; pandemics; epidemics; landslides; lightning; earthquakes; fires; tornados, hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; power failures; partial or entire failure of utilities; temporary or permanent injunction or other court order; or any other cause or event not reasonably within the control of the Lessee. The Lessee agrees, however, to use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its agreements, but only to the extent within its reasonable control, and provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Lessee, and the Lessee shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee. Notwithstanding the foregoing, if all of the Bonds are registered to a single party, no Event of Default shall be deemed to have occurred under this Lease unless all of the Holders of the Bonds shall have concurred in writing as to such determination.

Section 10.2 Remedies on Default. Whenever any Event of Default shall have happened and be subsisting, the Issuer, or the Trustee as provided in the Indenture, may take any one or more of the following remedial steps:

(a) with the prior written consent of the owners of a majority principal amount of the Series 2021 Bonds outstanding, declare all installments of rent payable under Section 5.3(a) hereof for the remainder of the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable. If the Issuer or the Trustee elects to exercise the remedy afforded in this Section 10.2(a) and accelerates all rents payable under Section 5.3(a) hereof for the remainder of the Lease Term, the amount then due and payable as accelerated rents shall be the sum of (1) the aggregate principal amount of the outstanding Series 2021 Bonds, and (2) all interest on the Series 2021 Bonds accruing to the date of maturity by declaration;

(b) with the prior written consent of the owners of a majority in principal amount of the Series 2021 Bonds outstanding, re-enter and take possession of the Project

without terminating this Lease and without any liability to the Lessee for such entry and repossession, and sublease the Project for the account of the Lessee, holding the Lessee liable for the difference in the rents and other amounts payable by such sublessee in such subleasing and the rents and other amounts payable by the Lessee hereunder;

(c) with the prior written consent of the owners of a majority in principal amount of the Series 2021 Bonds outstanding, terminate the Lease (provided, however, that upon such termination, the options of the Lessee to purchase the Project pursuant to the provisions of Article XI hereof and the obligations of the Lessee to make the rental payments pursuant to Section 5.3 hereof and purchase the Project pursuant to Section 12.1 hereof contained therein shall survive such termination), and exclude the Lessee from possession of the Project and use its commercially reasonable efforts to lease the Project to another for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of such leasing;

(d) with the prior written consent of the owners of a majority in principal amount of the Series 2021 Bonds outstanding, require accounting books and records of the Lessee pertaining exclusively to the Project only for an Event of Default under Section 10.1(a);

(e) with the prior written consent of the owners of a majority in principal amount of the Series 2021 Bonds outstanding, take whatever action at law or in equity may appear necessary or desirable to collect the rents then due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease; and

(f) with the prior written consent of the owners of a majority in principal amount of the Series 2021 Bonds outstanding, exercise any remedies provided for in the Indenture, or in the Uniform Commercial Code of the State of Georgia.

Any amounts collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture and after Payment in Full of the Series 2021 Bonds and the payment of any costs occasioned by an Event of Default hereunder, any excess moneys in the Bond Fund shall be returned to the Lessee as an overpayment of rent. Any enforcement of recovery under this Section shall be limited from and against the Lessee only and no claim or recovery may be made against any member, partner, manager, officer, director or other beneficial owner of the Lessee.

Notwithstanding the foregoing and notwithstanding any statutory, decisional, or other law to the contrary, (i) in no event shall the Issuer have any right to terminate this Lease or to obtain possession of the Project by reason of the occurrence of any Event of Default by the Lessee hereunder without the prior written consent of the owners of a majority in principal amount of the Series 2021 Bonds outstanding and the Sublessee, and (ii) in no event shall termination of this Lease or the exercise of any other remedy affect the Lessee's options under Article XI below.

Section 10.3 Exercise of Remedies. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised

from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such remedies as are given to the Issuer hereunder shall also extend to the Trustee, and the Trustee and the holders of the Series 2021 Bonds shall be deemed third-party beneficiaries of all covenants and agreements herein contained.

Section 10.4 Agreement to Pay Attorneys' Fees, Costs and Expenses. Should an Event of Default occur and should the Issuer and/or the Trustee employ attorneys or incur other expenses for collection of rents or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee agrees that it shall on demand therefor pay to the Issuer and/or the Trustee the reasonable fees, costs and expenses actually incurred of such attorneys and such other reasonable costs and expenses so incurred by the Issuer and/or the Trustee. The obligations set forth in this Section 10.4 shall survive the termination or expiration of this Lease or the sooner resignation or removal of the Trustee.

Section 10.5 No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.6 Waiver of Appraisalment, Valuation, Etc. If the Lessee should default under any of the provisions of this Lease, the Lessee agrees to waive, to the extent it may lawfully do so, the benefit of all appraisalment, valuation, stay, extension or redemption laws now or hereafter in force, and all right of appraisalment and redemption to which it may be entitled.

Section 10.7 Reinstatement of Lease. Notwithstanding any termination of this Lease in accordance with the provisions of Section 10.2, unless and until the Issuer shall have entered into a valid and binding agreement providing for the reletting of the Project, the Lessee may at any time after such termination pay all accrued unpaid rent, except rent accelerated pursuant to Section 10.2(a) of this Lease, plus any reasonable costs and expenses to the Issuer and the Trustee occasioned by the default, including, without limitation, attorneys' fees and court costs and all interest required to be paid in accordance with the Indenture on overdue principal and, to the extent lawful, on any overdue interest, or on the principal of Series 2021 Bonds not redeemed in accordance with the Indenture by reason of any default by the Lessee in the payment of rent, and fully cure all other defaults then capable of being cured. Upon such payment and cure and the rescission and annulment of acceleration as provided in Section 1111 of the Indenture, this Lease shall be fully reinstated, as if it had never been terminated, and the Lessee shall be restored to the use, occupancy and possession of the Project and any acceleration pursuant to Section 10.2(a) of this Lease shall thereupon be rescinded and annulled.

## ARTICLE XI

### OPTIONS IN FAVOR OF LESSEE

Section 11.1 Options to Terminate the Lease Term. The Lessee shall have the following options to terminate the Lease Term (provided that, during the term of the Sublease, any such termination is subject to the Sublessee's prior written consent):

(a) At any time prior to Payment in Full of the Series 2021 Bonds, the Lessee may terminate the Lease Term by giving the Issuer and the Trustee notice in writing of such termination and by paying to the Trustee an amount which, when added to the funds in the Bond Fund, will be sufficient to pay, retire and prepay without premium or penalty all of the outstanding Series 2021 Bonds in accordance with the provisions of the Indenture (provided that if the Lessee is the holder of all of the outstanding Series 2021 Bonds, it may pay such amounts by surrendering such Bonds to the Issuer for cancellation) and, in case of prepayment, making arrangements satisfactory to the Trustee for the giving of the required notice of prepayment; or

(b) At any time after Payment in Full of the Series 2021 Bonds, the Lessee may terminate the Lease Term by giving the Issuer notice in writing of such termination and such termination shall forthwith become effective.

Notwithstanding the foregoing, if the Lessee exercises the option to terminate this Lease contained in this Section 11.1 but has not also provided the Issuer with a written notice that it elects to exercise the option to purchase the Project set forth in Section 11.2 below, the option to purchase the Project shall be deemed to have been exercised. In such event, the termination of this Lease and the purchase of the Project shall be closed within sixty (60) days from the date of such notice, or on such earlier or later date as may be agreed to by Issuer and Lessee.

Section 11.2 Option to Purchase the Project. The Lessee shall have, and is hereby granted, the option to purchase, in its name or in the name of its designee (which designee may include the Sublessee), the Project prior to the expiration of the Lease Term and prior to or at any time after the Payment in Full of the Series 2021 Bonds, subject to the prior written consent of the Sublessee during the term of the Sublease (which consent shall be deemed given upon written notice from Sublessee to the Issuer and the Lessee evidencing the exercise of Sublessee's option to purchase the Project pursuant to the Sublease). To exercise such option, the Lessee shall give written notice to the Issuer specifying the date of closing such purchase, which date shall be not less than forty-five (45) nor more than one hundred eighty (180) days from the date such notice is given, and shall make arrangements for the giving of the required notice of prepayment or surrender, as applicable, of the Series 2021 Bonds in accordance with the provisions of the Indenture. The amount which shall be paid at the closing of such purchase to the Trustee and/or the Issuer by the Lessee in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the funds in the Bond Fund, will be sufficient to retire and prepay all of the then outstanding Series 2021 Bonds at par on the date specified by the Lessee for such prepayment including, without limitation,

principal plus accrued interest thereon to said prepayment date (provided that if the Lessee is the holder of all of the outstanding Series 2021 Bonds, it can pay such amounts by surrendering such Bonds to the Issuer for cancellation), which shall be paid by the Lessee to the Trustee; plus

(b) an amount of money equal to the Trustee's and the paying agents' unpaid fees and expenses (including reasonable attorney's fees, costs and expenses, if any) under the Indenture accrued and to accrue until such final payment and prepayment of the Series 2021 Bonds, which shall be paid by the Lessee to the Trustee; plus

(c) an amount equal to the outstanding principal amount of, and all accrued but unpaid interest under, the Oconee County Industrial Development Authority Taxable Revenue Bonds (Economic Development Project), Series 2022, which shall be paid by the Lessee to the Issuer; plus

(d) an amount of money equal to the outstanding principal amount of, and all accrued but unpaid interest under, that certain Oconee County Industrial Development Authority Subordinate Taxable Revenue Note (Economic Development Project), Series 2022, which shall be paid by Lessee to the Issuer; plus

(e) the sum of ten dollars (\$10.00) which shall be paid by the Lessee to the Issuer.

Notwithstanding the foregoing, during the term of the Sublease, the payment of the amounts described in subsections (c) and (d) hereof shall be an obligation of the Sublessee under the Sublease, and payment of such amounts may be made directly by the Sublessee to the Trustee and the Issuer, respectively..

Section 11.3 Mandatory Purchase of the Project. If the acquisition, construction, and installation of the Improvements is not completed on or before November 8, 2023, the Lessee shall be obligated to purchase the Project from the Issuer within ninety (90) days after the date of receipt of written notice from the Issuer, and at closing, the Issuer will convey title to the Project to the Lessee or its designee (which designee may include the Sublessee). The amount which shall be paid at the closing of such purchase to the Trustee and/or Issuer by the Lessee in the event of the mandatory purchase requirement described in this Section shall be the sum of the following:

(a) an amount of money which, when added to the funds in the Bond Fund, will be sufficient to retire and prepay all of the then outstanding Series 2021 Bonds at par on the date specified by the Lessee for such prepayment including, without limitation, principal plus accrued interest thereon to said prepayment date (provided that if the Lessee is the holder of all of the outstanding Series 2021 Bonds, it can pay such amounts by surrendering such Bonds to the Issuer for cancellation), which shall be paid by the Lessee to the Trustee, plus

(b) an amount of money equal to the Trustee's and the paying agents' unpaid fees and expenses (including reasonable attorney's fees, costs and expenses, if any) under the Indenture accrued and to accrue until such final payment and prepayment of the Series 2021 Bonds, which shall be paid by the Lessee to the Trustee; plus



(c) an amount of money equal to the outstanding principal amount of, and all accrued but unpaid interest under, the Oconee County Industrial Development Authority Taxable Revenue Bonds (Economic Development Project), Series 2022, which shall be paid by the Lessee to the Issuer; plus

(d) an amount of money equal to the outstanding principal amount of, and all accrued but unpaid interest under, that certain Oconee County Industrial Development Authority Subordinate Taxable Revenue Note (Economic Development Project), Series 2022, which shall be paid by Lessee to the Issuer; plus

(e) the sum of ten dollars (\$10.00), which shall be paid by the Lessee to the Issuer.

Notwithstanding the foregoing, during the term of the Sublease, the payment of the amounts described in subsections (b), (c) and (d) hereof shall be an obligation of the Sublessee under the Sublease, and payment of such amounts may be made directly by the Sublessee to the Trustee and the Issuer, respectively.

If the acquisition, construction and installation of the Improvements is completed on or before the date set forth in the first sentence of this Section 11.3, as evidenced by the certification as provided in Section 4.5 hereof, then the obligation of Lessee to purchase the Project under this Section shall thereupon terminate and be of no further force and effect.

Section 11.4 Conveyance on Purchase. At the closing of any purchase pursuant to Article XI or Article XII hereof or pursuant to the exercise of any option to purchase granted herein, the Issuer will upon receipt of the purchase price by it or by the Trustee on its behalf deliver to the Lessee the Quitclaim Deed or similar documents satisfactory to the Lessee conveying to the Lessee or its designee (which designee may include the Sublessee) good and marketable title in and to the property with respect to which such obligation or option was exercised, by quitclaim deed, subject to the following, (i) those liens and encumbrances (if any) to which such title in and to said property was subject when conveyed to the Issuer, (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented in writing, (iii) those liens, security interests and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Lease and (iv) Permitted Encumbrances other than the Indenture and this Lease.

Section 11.5 Relative Position of Options and Indenture. The options respectively granted to the Lessee in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Lessee is in default hereunder, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option.

Section 11.6 Public Purpose of Option to Purchase. The Issuer and the Lessee acknowledge that the option to purchase the Project granted in this Article constitutes a material inducement to the Lessee to locate the Project in the County and thereby create employment opportunities in the County and that in granting such option, the Issuer is considering the entire transaction as a whole, including the promotion and expansion for the public good and welfare of

industry and trade within the County and the increase in jobs in the County, and the fact that as a condition to the exercise of the option, the Series 2021 Bonds will have been Paid in Full.

## ARTICLE XII

### OBLIGATIONS OF LESSEE

Section 12.1 Obligation to Purchase the Project. The Lessee hereby agrees to purchase, and the Issuer hereby agrees to sell, to the Lessee or its designee (which designee may include the Sublessee), the Project for ten dollars (\$10.00) following the expiration of the Lease Term and either (1) the return to the Trustee of all the Series 2021 Bonds outstanding marked “Paid in Full” by the owners thereof (or by duly appointed attorney-in-fact of such owners), or (2) Payment in Full of the Series 2021 Bonds. Notwithstanding anything to the contrary contained herein, at any time subsequent to the expiration or sooner termination of this Lease as aforesaid upon notice to the Issuer by the Lessee, the Issuer shall, upon receipt of the purchase price deliver to the Lessee or cause the Trustee, as the assignee of the Issuer to deliver to the Lessee those documents set forth in Section 11.4 hereof. The obligation specified in this Section shall be and remain prior and superior to the Indenture and may be exercised whether or not the Lessee is in default hereunder provided that such default will not result in nonfulfillment of any condition to this right. The provisions of this Section 12.1 shall survive the expiration or sooner termination of this Lease.

Section 12.2 Extension of Term. Notwithstanding anything to the contrary provided in this Lease, the Lease Term shall be automatically extended through the date of closing of the Lessee’s purchase of the Project (including, without limitation, pursuant to Section 11.2) in the event that the date of such closing occurs after the scheduled expiration of the Lease Term. During such period the Lessee shall be obligated to pay monthly rental of \$1.00, and all of the Lessee’s other obligations shall continue to apply during such period.

## ARTICLE XIII

### MISCELLANEOUS

Section 13.1 Notices. Any notice, request or other communication (a “notice”) required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by email (provided a copy of such notice is deposited with an overnight courier for next business day delivery) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, confirmed email transmission (provided a copy of such notice is deposited with an overnight courier for next business day delivery), deposit with such overnight courier for next business day delivery, or receipt via the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) days’ prior written notice thereof, any party may from time to time and at

any time change its mailing address hereunder. Any notice of any party may be given by such party's counsel. Notice addresses are as follows:

(a) If to the Issuer: Oconee County Industrial Development Authority  
PO Box 145  
23 North Main Street  
Watkinsville, Georgia 30677  
Attention: Chairman

with a copy to: Daniel C. Haygood, Esq.  
Two South Main Street, Suite C  
Watkinsville, Georgia 30677  
Email: daniel@dch2001.com

with a copy to: Gray Pannell & Woodward LLP  
366 Hill Street  
Attention: James R. Woodward, Esq.  
Email: jwoodward@gpwlawfirm.com

(b) If to the Lessee: Epps Bridge Centre II CWC, L.L.C.  
6445 Powers Ferry Road, Suite 120  
Atlanta, Georgia 30339  
Attn: Frank M. Bishop  
Email: fb@thebishopcompany.com

with a copy to: Fortson Bentley & Griffin, P.A.  
2500 Daniell's Bridge Road,  
Building 200, Suite 3A  
Athens, Georgia 30606  
Attention: David K. Linder, Esq.  
Email: dkl@fbglaw.com

(c) If to the Trustee: Synovus Bank  
800 Shades Creek Parkway  
Birmingham, Alabama 35209  
Attention: Corporate Trust Department  
Email: [deanmatthews@synovus.com](mailto:deanmatthews@synovus.com)

(d) If to the Sublessee: Costco Wholesale Corporation  
999 Lake Drive  
Issaquah, Washington 98027  
Attention: Property Management (Legal  
Department)

with a copy to: Costco Wholesale Corporation  
45940 Horseshoe Drive, Suite 150  
Sterling, Virginia 20166

Attention: Corporate Counsel

A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer, the Lessee or the Trustee shall be given to each of the others. The Issuer, the Lessee and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Issuer, the Lessee and their respective successors and assigns.

Section 13.3 Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.4 Amounts Remaining in Bond Fund. It is agreed by the parties hereto that, subject to and in accordance with the terms and conditions of Section 609 of the Indenture certain surplus moneys remaining in the Bond Fund shall belong to and be paid to the Lessee by the Trustee as an overpayment of rents.

Section 13.5 Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the initial issuance of the Series 2021 Bonds and prior to Payment in Full of the Series 2021 Bonds, this Lease may only be amended, changed, modified, altered or terminated by the written agreement of the Issuer and the Lessee and may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the Trustee in accordance with the Indenture. If the Project or interest of the Issuer and/or the Lessee is subject to a Leasehold Mortgage, no such amendment shall become effective without the prior written consent of the Leasehold Mortgagee.

Section 13.6 Execution Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.7 Captions. The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Lease.

Section 13.8 Recording of Lease. This Lease, or a short form hereof, and every assignment and modification hereof shall be recorded in the office of the Clerk of the Superior Court of Oconee County, Georgia, or in such other office as may be at the time provided by law as the proper place for such recordation.

Section 13.9 Law Governing Construction of Lease. This Lease shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to conflict of the principles.

Section 13.10 Net Lease. This Lease shall be deemed a “net lease,” and the Lessee shall pay absolutely net during the Lease Term the rents, revenues and receipts pledged hereunder, without abatement, deduction or set-off other than those herein expressly provided.

Section 13.11 Negation of Partnership. Nothing in this Lease shall be construed to render or constitute Issuer in any way or for any purpose a partner, joint venturer or associate in any relationship with Lessee, or vice versa, other than that as lessor and lessee or landlord and tenant, nor shall this Lease be construed to authorize Issuer as agent for Lessee.

Section 13.12 Income Tax Purposes. The Issuer and the Lessee acknowledge and agree that this Lease shall not be treated as an operating lease for Federal and State income tax purposes, but instead shall be treated as a capital lease or financing arrangement, with the Lessee being treated as the owner of the Project for such purposes and as holding all the incidents and attributes of ownership for such purposes

Section 13.13 Jury Trial Waiver. IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, EACH OF THE ISSUER AND THE LESSEE HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER AND ANY RIGHTS TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS LEASE. Although such jury waiver is intended to be self-operative and irrevocable, the Issuer and the Lessee each further agree, if requested, to confirm such waivers in writing at the time of commencement of any such action, proceeding or counterclaim.

Section 13.14 Estoppel Certificates. Upon ten (10) business days written request of the Lessee, the Issuer will provide (or direct the Trustee to provide) a statement to (a) any Leasehold Mortgagee or (b) a proposed assignee of this Lease or the Bond concerning (i) the outstanding amount of the Bond that has been issued to the Lessee, (ii) whether a default exists under this Lease or the other Bond Documents, and if so, specifying the nature of such default, (iii) whether this Lease or the Bond Documents have been amended, and if so, specifying the amendments, and (iv) any other matter concerning this Lease or the Bond Documents reasonably requested by such Leasehold Mortgagee or proposed assignee.

Section 13.15 Acknowledgement of Subordination. Notwithstanding anything contained herein, this Lease, excluding the Unassigned Rights of the Issuer, is subject and subordinate in all respects to any Leasehold Mortgage, to all other liens granted by the Lessee to the holder of such Leasehold Mortgage with respect to or in connection with the indebtedness secured by any Leasehold Mortgage, and to all modifications, extensions, refinancings (where such liens continue) or renewals of such lien.

Section 13.16 Third Party Beneficiary. The Issuer and the Lessee hereby acknowledge that each Leasehold Mortgagee has relied on the provisions of this Lease that are to its benefit and as such the Issuer and the Lessee intend that each Leasehold Mortgagee be a third party beneficiary of this Lease.

*[Signatures appear on following pages]*

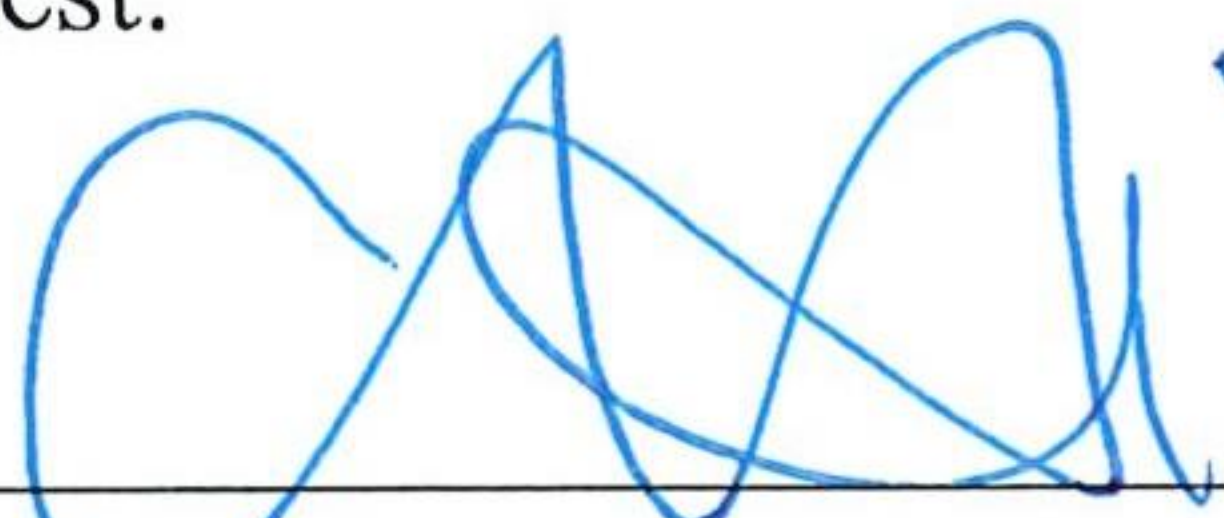
IN WITNESS WHEREOF, the Issuer and the Lessee have caused this Lease to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized representatives, all as of the date first above written.



**OCONEE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By:   
Chairman

Attest:

  
Secretary

**EPPS BRIDGE CENTRE II CWC, L.L.C.,**  
a Missouri limited liability company

By: **OCONEE 316 ASSOCIATES, LLC,** a  
Georgia limited liability company, as sole Manager

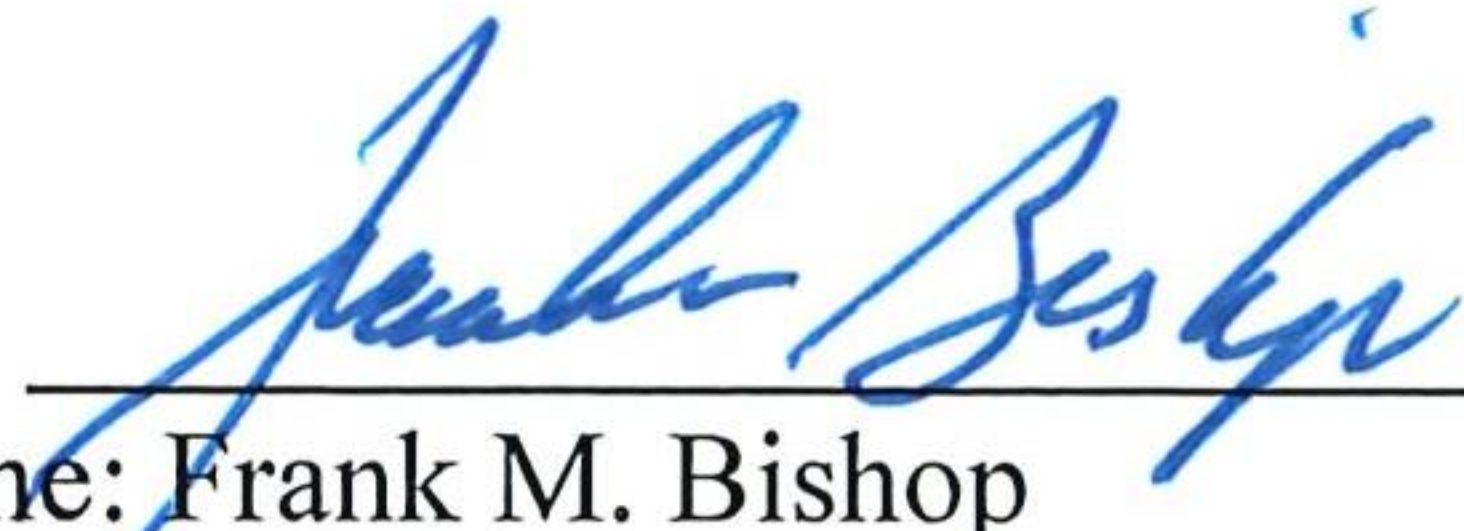
By:  [SEAL]  
Name: Frank M. Bishop  
Title: Manager



EXHIBIT "A"  
to  
LEASE AGREEMENT

Between  
Oconee County Industrial Development Authority  
and  
Epps Bridge Centre II CWC, L.L.C.  
dated as of February 8, 2022

DESCRIPTION OF LEASED LAND

[Attached]

## DESCRIPTION OF LEASED LAND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN GEORGIA MILITIA DISTRICT 1331, OCONEE COUNTY GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE EAST SIDE OF THE MITERED INTERSECTION WITH THE NORTHERN RIGHT OF WAY OF OCONEE CONNECTOR HAVING A VARIABLE RIGHT OF WAY AND THE EASTERN RIGHT OF WAY LINE OF PLAZA PARKWAY AND THENCE RUN ALONG SAID MITER NORTH 52 DEGREES 37 MINUTES 16 SECONDS WEST A DISTANCE OF 92.82 FEET TO A 5/8-INCH REBAR SET ON SAID EASTERN RIGHT OF WAY; THENCE RUN ALONG SAID EASTERN RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 766.20 FEET, AN ARC DISTANCE OF 637.68 FEET TO A 5/8-INCH REBAR SET, WITH SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 39 DEGREES 13 MINUTES 18 SECONDS WEST, HAVING A CHORD DISTANCE OF 619.44 FEET; THENCE CONTINUE NORTH 63 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 144.93 FEET TO A 5/8-INCH REBAR SET; THENCE CONTINUE NORTH 63 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 107.00 FEET TO A 5/8-INCH REBAR SET; THENCE CONTINUE NORTH 63 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 157.25 FEET TO A 5/8-INCH REBAR SET; THENCE LEAVING SAID RIGHT OF WAY AND RUN NORTH 31 DEGREES 30 MINUTES 06 SECONDS EAST A DISTANCE OF 775.91 FEET TO A 3/4-INCH IRON ROD FOUND; THENCE SOUTH 69 DEGREES 12 MINUTES 16 SECONDS EAST A DISTANCE OF 551.57 FEET TO A 3/4-INCH IRON ROD FOUND; THENCE NORTH 24 DEGREES 00 MINUTES 44 SECONDS EAST A DISTANCE OF 181.52 FEET TO A 5/8-INCH REBAR SET; THENCE SOUTH 72 DEGREES 39 MINUTES 23 SECONDS EAST A DISTANCE OF 354.65 FEET TO A 5/8-INCH REBAR SET; THENCE SOUTH 17 DEGREES 20 MINUTES 37 SECONDS WEST A DISTANCE OF 462.83 FEET TO A PK NAIL SET; THENCE SOUTH 72 DEGREES 39 MINUTES 23 SECONDS EAST A DISTANCE OF 28.13 FEET TO A 5/8-INCH PK NAIL SET; THENCE SOUTH 17 DEGREES 20 MINUTES 37 SECONDS WEST A DISTANCE OF 254.17 FEET TO A PK NAIL SET; THENCE SOUTH 81 DEGREES 33 MINUTES 24 SECONDS EAST A DISTANCE OF 30.43 FEET TO A PK NAIL SET; THENCE SOUTH 17 DEGREES 02 MINUTES 46 SECONDS WEST A DISTANCE OF 208.44 FEET TO A PK NAIL SET; THENCE SOUTH 26 DEGREES 56 MINUTES 50 SECONDS WEST A DISTANCE OF 76.68 FEET TO A PK NAIL SET; THENCE SOUTH 62 DEGREES 20 MINUTES 38 SECONDS WEST A DISTANCE OF 18.89 FEET TO A 5/8-INCH REBAR SET; THENCE SOUTH 17 DEGREES 20 MINUTES 37 SECONDS WEST A DISTANCE OF 283.06 FEET TO A 5/8-INCH REBAR SET ON SAID NORTHER RIGHT OF WAY; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1029.93 FEET, AN ARC DISTANCE OF 149.65 FEET TO A 5/8-INCH REBAR SET, WITH SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88 DEGREES 37 MINUTES 45 SECONDS WEST, HAVING A CHORD DISTANCE OF 149.52 FEET WITH SAID REBAR SET BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL TO CONTAIN 23.840 ACRES.

EXHIBIT "B"  
to  
LEASE AGREEMENT

Between  
Oconee County Industrial Development Authority  
and  
Epps Bridge Centre II CWC, L.L.C.  
dated as of February 8, 2022

Project Summary

This Project consists of a membership wholesale and retail general merchandise facility located on the Leased Land in Oconee County, Georgia.

EXHIBIT "C"  
to  
LEASE AGREEMENT

Between  
Oconee County Industrial Development Authority  
and  
Epps Bridge Centre II CWC, L.L.C.  
dated as of February 8, 2022

QUITCLAIM DEED  
by and between  
OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY  
and  
EPPS BRIDGE CENTRE II CWC, L.L.C.

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDER'S USE \_\_\_\_\_

After recording, please return to:  
Gray Pannell & Woodward LLP  
336 Hill Street  
Athens, Georgia 30601  
Attention: James R. Woodward, Esq.

**QUITCLAIM DEED**

This QUITCLAIM DEED, (the “Deed”) dated as of the date hereof by the hereinafter described Grantor, by and between the OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Georgia (the “Grantor”) and EPPS BRIDGE CENTRE II CWC, L.L.C., a Missouri limited liability company, which is qualified to do business, validly existing and in good standing under the laws of the State of Georgia, as grantee (the “Grantee”):

W I T N E S S E T H:

WHEREAS, the Grantor and the Grantee have entered into a Lease Agreement, dated as of February 8, 2022 (the “Lease Agreement”); and

WHEREAS, the Grantor and the Grantee, pursuant to the terms of the Lease Agreement have agreed to enter into this Deed; and

WHEREAS, all capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Lease Agreement; and

WHEREAS, the Grantor desires to assign its right, title and interest in and to the Project to the Grantee and to execute a Quitclaim Deed with respect to all property rights it has in and to the Project;

NOW THEREFORE, in consideration of the premises and the respective undertakings and agreements hereinafter set forth, THE GRANTOR HEREBY AGREES AS FOLLOWS:

1. The Grantor hereby, with effect as and from the date hereof, grants, assigns, transfers and conveys to the Grantee, all of its right, title and interest in, to and under the Project.

2. The Grantor has such title in and to the Leased Land free from all encumbrances except Permitted Encumbrances described in the Lease Agreement, free of all claims of all persons whomsoever claiming by, through or under the Grantor.

3. The Grantee hereby accepts the assignment of all of the foregoing rights, title and interest of the Grantor in, to and under the Project.

4. The Grantor does hereby bargain, sell and convey to the Grantee its interest, if any, in the Leased Land described in Exhibit "1" hereto and the Improvements located thereon, such property being free from all liens, security interests and encumbrances from Persons claiming through and under the Grantor other than Permitted Encumbrances described in the Lease Agreement.

THE GRANTOR AND THE GRANTEE FURTHER AGREE AS FOLLOWS:

The Grantor, in consideration of the sum of Ten Dollars (\$10.00) by it in hand paid at and before the sealing of these presents (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto the said Grantee, its successors and assigns, whatever right, title, and interest the Grantor does possess, and does by these presents demise, release, and forever quitclaim unto the Grantee all of the interest of the Grantor, if any, in and to the Project including, without limitation, the Leased Land and the Improvements;

TOGETHER, with all and singular the rights, tenements, hereditaments and appurtenances to the said Project belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Oconee County Industrial Development Authority has caused these presents to be executed in its name and its corporate seal to be hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(CORPORATE SEAL)

**OCONEE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Chairman

Signed, sealed and delivered in the presence of:

Attest:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

EXHIBIT "1"  
to  
QUITCLAIM DEED

DESCRIPTION OF LEASED LAND

[Attached]



## **DESCRIPTION OF LEASED LAND**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN GEORGIA MILITIA DISTRICT 1331, OCONEE COUNTY GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE EAST SIDE OF THE MITERED INTERSECTION WITH THE NORTHERN RIGHT OF WAY OF OCONEE CONNECTOR HAVING A VARIABLE RIGHT OF WAY AND THE EASTERN RIGHT OF WAY LINE OF PLAZA PARKWAY AND THENCE RUN ALONG SAID MITER NORTH 52 DEGREES 37 MINUTES 16 SECONDS WEST A DISTANCE OF 92.82 FEET TO A 5/8-INCH REBAR SET ON SAID EASTERN RIGHT OF WAY; THENCE RUN ALONG SAID EASTERN RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 766.20 FEET, AN ARC DISTANCE OF 637.68 FEET TO A 5/8-INCH REBAR SET, WITH SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 39 DEGREES 13 MINUTES 18 SECONDS WEST, HAVING A CHORD DISTANCE OF 619.44 FEET; THENCE CONTINUE NORTH 63 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 144.93 FEET TO A 5/8-INCH REBAR SET; THENCE CONTINUE NORTH 63 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 107.00 FEET TO A 5/8-INCH REBAR SET; THENCE CONTINUE NORTH 63 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 157.25 FEET TO A 5/8-INCH REBAR SET; THENCE LEAVING SAID RIGHT OF WAY AND RUN NORTH 31 DEGREES 30 MINUTES 06 SECONDS EAST A DISTANCE OF 775.91 FEET TO A 3/4-INCH IRON ROD FOUND; THENCE SOUTH 69 DEGREES 12 MINUTES 16 SECONDS EAST A DISTANCE OF 551.57 FEET TO A 3/4-INCH IRON ROD FOUND; THENCE NORTH 24 DEGREES 00 MINUTES 44 SECONDS EAST A DISTANCE OF 181.52 FEET TO A 5/8-INCH REBAR SET; THENCE SOUTH 72 DEGREES 39 MINUTES 23 SECONDS EAST A DISTANCE OF 354.65 FEET TO A 5/8-INCH REBAR SET; THENCE SOUTH 17 DEGREES 20 MINUTES 37 SECONDS WEST A DISTANCE OF 462.83 FEET TO A PK NAIL SET; THENCE SOUTH 72 DEGREES 39 MINUTES 23 SECONDS EAST A DISTANCE OF 28.13 FEET TO A 5/8-INCH PK NAIL SET; THENCE SOUTH 17 DEGREES 20 MINUTES 37 SECONDS WEST A DISTANCE OF 254.17 FEET TO A PK NAIL SET; THENCE SOUTH 81 DEGREES 33 MINUTES 24 SECONDS EAST A DISTANCE OF 30.43 FEET TO A PK NAIL SET; THENCE SOUTH 17 DEGREES 02 MINUTES 46 SECONDS WEST A DISTANCE OF 208.44 FEET TO A PK NAIL SET; THENCE SOUTH 26 DEGREES 56 MINUTES 50 SECONDS WEST A DISTANCE OF 76.68 FEET TO A PK NAIL SET; THENCE SOUTH 62 DEGREES 20 MINUTES 38 SECONDS WEST A DISTANCE OF 18.89 FEET TO A 5/8-INCH REBAR SET; THENCE SOUTH 17 DEGREES 20 MINUTES 37 SECONDS WEST A DISTANCE OF 283.06 FEET TO A 5/8-INCH REBAR SET ON SAID NORTHERN RIGHT OF WAY; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1029.93 FEET, AN ARC DISTANCE OF 149.65 FEET TO A 5/8-INCH REBAR SET, WITH SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88 DEGREES 37 MINUTES 45 SECONDS WEST, HAVING A CHORD DISTANCE OF 149.52 FEET WITH SAID REBAR SET BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL TO CONTAIN 23.840 ACRES.

EXHIBIT "D"  
to  
LEASE AGREEMENT

Between  
Oconee County Industrial Development Authority  
and  
Epps Bridge Centre II CWC, L.L.C.  
dated as of February 8, 2022

FORM OF AMENDMENT TO LEASE AGREEMENT

Number \_\_\_\_

This AMENDMENT TO LEASE AGREEMENT, dated as of \_\_\_\_\_, 20\_\_\_\_, between the OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Issuer"), a public body corporate and politic created and existing under the laws of the State of Georgia, as lessor, EPPS BRIDGE CENTRE II CWC, L.L.C. (the "Lessee"), a Missouri limited liability company, which is duly organized, existing and in good standing under the laws of Missouri and authorized to transaction business in the State of Georgia, as lessee.

W I T N E S S E T H:

WHEREAS, the Issuer and the Lessee have heretofore entered into a Lease Agreement, dated as of February 8, 2022 (said Lease Agreement, as from time to time modified or amended, is herein called the "Lease"), relating to certain Leased Land in Oconee County, Georgia (as more fully described hereinafter as the "Leased Land"); and

WHEREAS, the Issuer and the Lessee have now determined that it is necessary to amend the Lease in certain respects to reflect the [removal from] [addition to] the description of the Leased Land the real property (including the improvements thereon constituting a part of the Project) described in Exhibit "1" hereto; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the Issuer and the Lessee agree to and do hereby amend the Lease to modify the description of the Leased Land contained as Exhibit "A" attached thereto in order to [remove therefrom] [add thereto], effective as of the date hereof, the real property (including all structures, buildings and other improvements thereon) described in Exhibit "1" to this Amendment to Lease Agreement.

Section 1. Amendment of Lease. The Lease shall be deemed to be modified and amended in accordance with the provisions of this Amendment to Lease Agreement and the respective rights, duties and obligations of the Issuer and the Lessee under the Lease shall hereafter be determined, exercised and enforced under the Lease subject in all respects to this Amendment to Lease Agreement, and all the terms and conditions of this Amendment to the Lease Agreement shall be part of the terms and conditions of the Lease for any and all purposes.

All references in the Lease to the Leased Land described in Exhibit “A” thereof shall refer to said Exhibit as hereby amended and modified.

Section 2. Execution Counterparts. This Amendment to Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3. Recordation. This Amendment to Lease Agreement may be recorded in the office of the Superior Court of Oconee County, or in such other office as may be at the time provided by law as the proper place for such recordation.

Section 4. Lease to Continue in Full Force and Effect. All other terms of the Lease shall continue in full force and effect subject to this Amendment to Lease Agreement as set forth herein.

IN WITNESS WHEREOF, the Issuer and the Lessee have caused this Amendment to the Lease Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers as of \_\_\_\_\_, 20\_\_.

(CORPORATE SEAL)

OCONEE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY

Attest:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

EPPS BRIDGE CENTRE II CWC, L.L.C.,  
a Missouri limited liability company

By: OCONEE 316 ASSOCIATES, LLC, a Georgia  
limited liability company, as sole Manager

By: \_\_\_\_\_[SEAL]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED:

SYNOVUS BANK, as trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "1"  
to  
AMENDMENT TO LEASE AGREEMENT (Number \_\_)  
among  
OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY,  
and  
EPPS BRIDGE CENTRE II CWC, L.L.C.  
dated as of \_\_\_\_\_

DESCRIPTION OF [ADDITIONAL] [REMOVED] LEASED LAND

EXHIBIT "E"  
to  
LEASE AGREEMENT

Between  
Oconee County Industrial Development Authority  
and  
Epps Bridge Centre II CWC, L.L.C.  
dated as of February 8, 2022

APPURTENANT EASEMENTS

All easements, encumbrances and restrictions of record; applicable zoning laws and local ordinances; and taxes for the year 2022 and subsequent years.



EXHIBIT "F"

REQUISITION AND CERTIFICATE

Requisition and Certificate No. \_\_\_  
Reference to Bill of Sale No. \_\_\_  
Date: \_\_\_\_\_, 20\_\_  
Amount of Requisition: \$ \_\_\_\_\_

Synovus Bank, as trustee under the Indenture of Trust, dated as of February 8, 2022, relating to the Oconee County Industrial Development Authority Taxable Revenue Bonds (Epps Bridge Centre II CWC, L.L.C. Project), Series 2021, in an aggregate principal amount not to exceed \$37,000,000.

Ladies and Gentlemen:

All capitalized terms used but not defined herein shall have the meanings assigned to them in that certain Lease Agreement, dated as of February 8, 2022, by and between the Oconee County Industrial Development Authority and Epps Bridge Centre II CWC, L.L.C..

This is a requisition for payment from the Oconee County Industrial Development Authority Taxable Revenue Bonds - Project Fund – Epps Bridge Centre II CWC, L.L.C. Project, Series 2021, of an obligation in the stated amount incurred by or on behalf of the Issuer in connection with the issuance of the Bonds in caption or the acquisition, construction and installation of the Project.

1. This obligation is a proper charge against the Project Fund, the payment thereof is being made in connection with the Project and has not been the basis of any previous withdrawal from the Project Fund.

2. No other certificate in respect of the foregoing obligation is being or has been previously delivered to the Trustee.

3. The Lessee has no notice of any vendor's, mechanic's, or other liens or right to liens, chattel mortgages or conditional sales contracts, or other contracts or obligations (other than those being contested in good faith as permitted in Section 6.1(c) of the Lease Agreement) which should be satisfied or discharged before such payment is made; and

4. Such requisition contains no item representing payment on account of any retained percentages which the Issuer or the Lessee is, as of the date of such requisition, entitled to retain under retained percentage agreements.

5. Purpose and circumstances of such obligation:

Reimbursement of costs of the Project.

Owing to:

[ \_\_\_\_\_ ]

6. A bill or statement of account for such obligation is available upon request made to the Lessee.

7. A Lease Amendment relating to the portion of the Project for which such obligation has been incurred is attached hereto, and has been executed by the Lessee. The Lease Amendment and this Requisition and Certificate relate to those portions of the Project conveyed to the Issuer by Bill of Sale attached hereto and numbered as described above.

All of the foregoing is hereby certified.

By: \_\_\_\_\_

Authorized Lessee Representative

Insofar as the disbursement requested hereby is to pay obligations incurred for labor, services, material, supplies or equipment in connection with the acquisition, construction and installation of the Project, such labor and services were to the Lessee's knowledge performed and such material, supplies or equipment were or are to be used in connection with the acquisition, construction and installation of the Project or delivered at the site of the Project for such purpose.

This requisition is given without prejudice against any rights of the Issuer or the Lessee against third parties which exist on the date hereof.

\_\_\_\_\_  
Authorized Lessee Representative