

INTERGOVERNMENTAL CONTRACT

by and between

OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

and

OCONEE COUNTY, GEORGIA

Dated as of February 8, 2022

Relating to the
\$16,000,000
Oconee County Industrial Development Authority
Taxable Revenue Bonds
(Economic Development Project),
Series 2022

The rights and interest of Oconee County Industrial Development Authority (the “Authority”) in the revenues and receipts derived from this Intergovernmental Contract have been assigned and pledged under a Trust Indenture, dated as of February 8, 2022, between the Oconee County Industrial Development Authority and Regions Bank, as trustee

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INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this “Contract”) is entered into as of February 8, 2022, by and between the **OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** (the “Authority”), a public body corporate and politic, and **OCONEE COUNTY, GEORGIA** (the “County”), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority was duly created and is validly existing pursuant to the Constitution and Laws of the State of Georgia (the “State”), including an amendment to the Constitution of the State (1962 Ga. Laws, p. 871, *et seq.*), as amended (1977 Ga. Laws 1582) as continued (1987 Ga. Laws, p. 3562, *et seq.*), as hereafter amended (the “Amendment”); and the Authority is now existing and operating as a body corporate and politic, and its members have been duly appointed and entered into their duties; and

WHEREAS, the Authority was created for the purpose of promoting and expanding for the public good and welfare, industry and trade within Oconee County, Georgia (the “County”) and reducing unemployment to the greatest extent possible; and

WHEREAS, the Amendment grants the Authority the power and authority to borrow money for any of its corporate purposes and to issue its revenue bonds in order to finance any undertaking within the scope of its power; and the procedure for validation, issuance and delivery of such revenue bonds shall be in all respects in accordance with the Revenue Bond Law (O.C.G.A. Section 36-80-60 *et seq.*), as if said obligations had been originally authorized to be issued thereunder; and

WHEREAS, under the Amendment and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any project or undertaking (as authorized by the Amendment and the Revenue Bond Law) which promotes and expands for public good and welfare industry and trade within the County and reduces unemployment to the greatest extent possible; (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; (c) to issue revenue bonds for the purpose of paying, in whole or in part, the cost of refunding any previously issued revenue bonds issued for the purpose of paying, in whole or in part, the cost of any undertaking; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Amendment provides that the Authority may contract with political subdivisions of the State of Georgia; and

WHEREAS, the County is a political subdivision of the State of Georgia, legally created and validly existing under the laws of the State of Georgia; and

WHEREAS, in accordance with Official Code of Georgia Annotated, Section 48-5-220(20), the County may levy and collect an annual tax (the “Statutory Tax”) to provide financial assistance to the Authority for the purpose of developing trade, commerce, industry, and employment opportunities; provided, however, that the tax for such purpose shall not exceed one mill per dollar upon the assessed value of taxable property in the County; and

WHEREAS, the County and the Authority are governmental bodies as described in the Revenue Bond Law, and are authorized to undertake projects described therein which include the purchase of land and the construction thereon of facilities for lease to industries, so as to relieve abnormal unemployment conditions; and

WHEREAS, pursuant to a resolution duly adopted by the Authority on February 17, 2012, as supplemented on February 23, 2012 (collectively, the “Series 2012 Bond Resolution”), the Authority has previously issued its Revenue Bonds (Economic Development Projects), Series 2012 (the “Series 2012 Bonds”), in the original aggregate principal amount of \$10,380,000 for the purposes of (i) providing funds to finance the acquisition, construction and equipping of certain economic development projects located in the County (the “2012 Projects”), and (ii) paying the costs of issuing the Series 2012 Bonds; and

WHEREAS, in connection with the issuance of the Series 2012 Bonds, the Authority and the County entered into an Intergovernmental Contract, dated as of March 1, 2012 (the “2012 Contract”), pursuant to which the Authority agreed to issue the Series 2012 Bonds to acquire, construct and equip the 2012 Projects, and the County, in consideration of the Authority’s doing so, agreed to pay to the Authority amounts sufficient to pay the principal of, premium, if any, and interest on the Series 2012 Bonds and to levy the Statutory Tax (if necessary) in order to pay the principal of, premium, if any, and interest on the Series 2012 Bonds; and

WHEREAS, pursuant to a resolution duly adopted by the Authority on April 2, 2020 (the “Series 2020 Bond Resolution”), the Authority has previously issued its Taxable Revenue Refunding Bond (Economic Development Projects), Series 2020 (the “Series 2020 Bond”), in the original principal amount of \$7,790,000 for the purposes of (i) providing funds to refund the Series 2012 Bonds, maturing in the years 2022 and 2023 through 2034, inclusive (the “Refunded Bonds”), and (ii) paying the costs of issuing the Series 2020 Bond; and

WHEREAS, in connection with the issuance of the Series 2020 Bond, the Authority and the County entered into an Intergovernmental Contract, dated as of May 1, 2020 (the “2020 Contract”), pursuant to which the Authority agreed to issue the Series 2020 Bond to refund the Refunded Bonds, and the County, in consideration of the Authority’s doing so, agreed to pay to the Authority amounts sufficient to pay the principal of, premium, if any, and interest on the Series 2020 Bond and to levy the Statutory Tax (if necessary), on the assessed value of all property located within the County subject to such tax, at such rate or rates, limited to one mill

per dollar (or such greater amount as may hereafter be authorized by applicable law), in order to pay the principal of, premium, if any, and interest on the Series 2020 Bond; and

WHEREAS, the Series 2012 Bonds are currently outstanding in the aggregate principal amount of \$475,000, which is due on March 1, 2022, and the Series 2020 Bond is currently outstanding in the principal amount of \$7,790,000; and

WHEREAS, the Authority and the County propose to acquire certain land as more fully described in Exhibit A attached hereto (the “2022 Project”) to be leased to Epps Bridge Centre II CWC, L.L.C. for economic development purposes; and

WHEREAS, the Authority authorized the issuance of the Oconee County Industrial Development Authority Taxable Revenue Bonds (Economic Development Project), Series 2022 (the “Series 2022 Bonds”), in the aggregate principal amount of \$16,000,000, dated as of its date of issuance and delivery, for the purpose of (a) financing the acquisition of the 2022 Project, (b) paying capitalized interest on the Series 2022 Bonds, (c) funding a debt service reserve fund, and (d) paying the costs of issuing the Series 2022 Bond; and

WHEREAS, the Series 2022 Bonds will be issued pursuant to a Trust Indenture, dated as of February 8, 2022 (the “Indenture”), between the Authority and Regions Bank, as trustee; and

WHEREAS, the Series 2022 Bonds shall contain such terms and provisions as provided in the Indenture; and

WHEREAS, the Authority and the County propose to enter into this Contract, pursuant to which the Authority will agree to issue the Series 2022 Bonds to finance the acquisition of the 2022 Project, and the County, in consideration of the Authority’s doing so, will agree to pay to the Authority the Contract Payments (as defined herein); and

WHEREAS, the lien created under this Contract on the Statutory Tax is on parity with the liens created under the 2012 Contract and the 2020 Contract on the Statutory Tax for the benefit of the Series 2012 Bonds and the Series 2020 Bond.

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1.

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions

In addition to the words and terms elsewhere defined in this Contract and the Indenture, the following words and terms as used in this Contract shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

“Local Option Sales Tax” shall mean any sales and use taxes collected pursuant to O.C.G.A. §48-8-80 *et seq.*

“Series 2012 Contract” shall mean the Intergovernmental Contract, dated as of March 1, 2012, between the Authority and the County, entered into in connection with the issuance of the Series 2012 Bonds.

“Series 2020 Contract” shall mean the Intergovernmental Contract, dated as of May 1, 2020, between the Authority and the County, entered into in connection with the issuance of the Series 2020 Bond.

“State” shall mean the State of Georgia.

“Statutory Tax” shall mean the ad valorem tax authorized to be levied by the County pursuant to O.C.G.A. §48-5-220(20) to provide financial assistance to the Authority for the purpose of developing trade, commerce, industry, and employment opportunities; provided, however, that the tax for such purpose shall not exceed one mill per dollar upon the assessed value of taxable property in the County.

“Term” shall have the meaning specified in Section 4.1 hereof.

Section 1.2. Rules of Construction.

The definitions referred to in Section 1.1 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” “this Contract” and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used. All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

[END OF ARTICLE I]

ARTICLE 2.

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Section 2.1. Representations, Warranties and Agreements of the Authority.

The Authority makes the following representations, warranties and agreements as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic duly created, organized and existing under the Constitution and laws of the State, including the Amendment, and, unless otherwise required by law, shall maintain its corporate existence so long as the Series 2022 Bonds is outstanding. Under the provisions of the Amendment, the Authority is authorized to (i) execute, deliver and perform its obligations under the Indenture, (ii) issue, execute, deliver and perform its obligations under the Series 2022 Bonds, and (iii) execute, deliver and perform its obligations under this Contract. The Authority has duly authorized (i) the issuance, execution, delivery and performance of the Series 2022 Bonds and (ii) the execution, delivery and performance of the Purchase Agreement, Indenture and this Contract. The Indenture, the Series 2022 Bonds and this Contract are valid, binding and enforceable obligations of the Authority.

(b) The Authority has determined that the 2022 Project is a project in furtherance of the Authority's purpose and mission under the Amendment.

(c) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) issuance of the Series 2022 Bonds, (ii) acquisition of the 2022 Project, or (iii) execution, delivery and performance of the Purchase Agreement, the Indenture or this Contract by the Authority, except as shall have been obtained as of the date hereof; provided, however, no representation is given with respect to any "blue sky" laws.

(d) The issuance of the Series 2022 Bonds and the authorization, execution, delivery and performance by the Authority of the Purchase Agreement, the Indenture and this Contract do not violate the Amendment, the Authority's bylaws, any resolutions or ordinances of the County, or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Series 2022 Bonds, pledging the Contract Payments and this Contract to the payment of the Series 2022 Bonds, or acquiring the 2022 Project, (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of

the Series 2022 Bonds, the Purchase Agreement, the Indenture or this Contract or (B) materially adversely affect the transactions contemplated by this Contract.

(f) The Authority is not in violation of the Amendment, its bylaws, any resolutions or ordinances of the County or the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(g) The Authority has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer any act or thing whereby the County's interest in the Project will or may be, impaired or encumbered in any manner except as permitted herein and the Indenture and except for acts or things done or permitted by the County.

(h) Except as herein and in the Indenture provided, the Authority will not encumber any part of its interest in the Contract Payments or its rights under this Contract. The pledge made of the Contract Payments constitutes a first and prior pledge of and lien on said Contract Payments and said pledge shall at no time be impaired by the Authority and the Contract Payments shall not otherwise be pledged. The lien created under the Contract on the Statutory Tax is on parity with the liens created under the 2012 Contract and the 2020 Contract on the Statutory Tax for the benefit of the Series 2012 Bonds and the Series 2020 Bond.

Section 2.2. Representations, Warranties and Agreements of the County.

The County makes the following representations, warranties and agreements as the basis for the undertaking on its part herein contained:

(a) The County is a political subdivision duly created under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is authorized to execute, deliver and perform its obligations under this Contract, the Purchase Agreement and the Continuing Disclosure Certificate. The County has duly authorized the execution, delivery and performance of this Contract, the Purchase Agreement and the Continuing Disclosure Certificate. This Contract is a valid, binding and enforceable obligation of the County.

(b) The County determined that the 2022 Project is in the public interest.

(c) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) issuance of the Series 2022 Bonds, (ii) acquisition of the 2022 Project or (iii) execution, delivery and performance of this Contract, the Purchase Agreement, and the Continuing Disclosure Certificate by the County, except as shall have been obtained as of the date hereof.

(d) The authorization, execution, delivery and performance by the County of this Contract, the Purchase Agreement, and the Continuing Disclosure Certificate do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing resolution or ordinance, court order, administrative regulation, or other

legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the County from (A) collecting ad valorem taxes and using them to make the Contract Payments or (B) acquiring the 2022 Project, (ii) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract, the Purchase Agreement, and the Continuing Disclosure Certificate or (B) materially adversely affect (1) the financial condition or results of operations of the County or (2) the transactions contemplated by this Contract.

(f) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(g) The County represents that as of the date hereof, other than the Series 2012 Contract, the Series 2020 Contract and this Contract, there will not be in force and effect any other contract or agreement which obligates the County to levy the Statutory Tax to provide revenues to fulfill the County's obligations under such contract or agreement.

[END OF ARTICLE II]

ARTICLE 3.

ISSUANCE OF SERIES 2022 BONDS; APPLICATION OF BOND PROCEEDS

Section 3.1. Agreement to Issue the Series 2022 Bonds.

In order to provide funds, as provided in the Indenture to acquire or cause the acquisition of the 2022 Project, pay capitalized interest on the Series 2022 Bonds, fund a debt service reserve fund and pay the costs incident thereto, the Authority, in accordance with the Amendment, will issue the Series 2022 Bonds, and all of the covenants, agreements and provisions hereof shall, to the extent provided herein and in the Indenture, be for the benefit and security of the Bondowner. The Authority has delivered a certified copy of the Indenture to the County.

Section 3.2. Date, Denomination, and Maturity.

The Series 2022 Bonds will be issued in fully registered form and will mature and be paid pursuant to the provisions of Article II of the Indenture. Interest on the Series 2022 Bonds will be paid to the person or persons and in the manner stated in the Series 2022 Bonds and in the Indenture, until the obligation of the Authority with respect to the payment of the principal of and interest on the Series 2022 Bonds shall be discharged in accordance therewith.

Section 3.3. Obligations Relating to the Series 2022 Bonds.

The County agrees to perform all such obligations as are contemplated by the Indenture to be performed by the County.

Section 3.4. Application of Bond Proceeds.

At and upon the delivery of and payment for the Series 2022 Bonds, the proceeds received therefrom shall be applied in the manner set forth in Section 401 of the Indenture.

Section 3.5. Investment of Moneys.

Any moneys held as a part of the Sinking Fund shall be invested or reinvested as directed by the County in accordance with Articles V and VI of the Indenture.

[END OF ARTICLE III]

ARTICLE 4.

EFFECTIVE DATE OF THIS CONTRACT; DURATION OF TERM; CONTRACT PAYMENT PROVISIONS

Section 4.1. Effective Date of this Contract; Duration of Term; Sale of Project.

This Contract shall become effective as of February 8, 2022 and the interests created by this Contract shall then begin, and, subject to the other provisions of this Contract, shall expire on March 1, 2048, or if at said time and on said date the Contract Payments have not been paid when due then on such date as such payments shall have been made, but in no event in excess of fifty (50) years from the date hereof. Notwithstanding the foregoing, the provisions of Section 8.1 hereof shall expire fifty (50) years from the date hereof.

Section 4.2. Contract Payments.

(a) On or prior to first day of each month (each a “Contract Payment Date”), commencing the first day of the month following the filing of the first of the monthly sales and use tax returns required to be filed with the Department of Revenue of the State of Georgia (the “Sales and Use Tax Returns”) for any Local Option Sales and Use Tax generated at the Premises and ending on March 1, 2048, the County shall make the payments with respect to the Series 2022 Bonds to the Authority as set forth on Schedule 1 attached hereto (the “Contract Payments”). The Contract Payments provided for herein shall be made by payment directly to the Revenue Fund Custodian for deposit into the Revenue Fund.

(b) In addition to the Contract Payments described in paragraph (a) above, the County agrees to pay to the Trustee until the principal and interest on the Series 2022 Bonds shall have been paid in full (a) an amount equal to the annual fee of the Trustee for the services of the Trustee rendered and its expenses incurred under the Indenture and (b) the reasonable fees and charges of the Trustee and any other paying agent for acting as paying agent and as bond registrar and reasonable fees of Trustee’s counsel as provided in the Indenture, as and when the same become due.

Section 4.3. Optional Redemption of Series 2022 Bonds.

(a) The Series 2022 Bonds shall be subject to optional redemption, in whole or in part, as provided in the Trust Indenture, and the Contract Payments due under Section 4.2 shall be subject to prepayment, both at the option of the County.

(b) No prepayment of any Contract Payment in accordance with the provisions of the preceding sentence shall relieve the County to any extent from its obligations thereafter to make Contract Payments required by the provisions hereof until the Series 2022 Bonds and interest thereon has been paid in full. Upon the prepayment of the Contract Payments in whole, the amount of such prepayment shall be used to retire the Series 2022 Bonds, in the manner provided in, and subject to, the Indenture.

Section 4.4. Budget and Tax Levy to Pay Contract Payments.

(a) The obligations of the County to make the Contract Payments when due under Section 4.2 hereof, and to perform its other obligations hereunder, are absolute and unconditional general obligations of the County as herein provided, and the County hereby pledges its full faith and credit and taxing power to such payment and performance, subject to the millage limitation discussed below. In the event the amount of funds lawfully available to the County is not sufficient to pay the Contract Payments when due in any year, the County shall levy an ad valorem tax, on all property located within the limits of the County subject to taxation for such purposes, as now existent and as same may hereafter be extended, at such rate or rates as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the County's obligations hereunder, provided, however, that such tax shall not exceed one mill per dollar upon the assessed value of taxable property in the County in accordance with the Official Code of Georgia Annotated, Section 48-5-220(20) (or such greater amount as may hereafter be authorized by applicable law), from which revenues there shall be appropriated, sums sufficient to pay in full when due the obligations herein contracted to be paid by the County including specifically the obligation to make the Contract Payments as provided herein. The County hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to make the Contract Payments required pursuant to Section 4.2(a) hereof and such lien is superior to any that can hereafter be made; provided, however, the County may create a lien on a parity with the lien created herein in connection with the issuance of Additional Bonds.

(b) The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Contract Payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. Subject to the one mill limitation described in paragraph (a) above, the obligation of the County to make the Contract Payments shall constitute a general obligation of the County, and nothing herein contained, shall be construed as limiting the right of the County to make the payments called for by this Contract out of any funds lawfully available to it for such purposes, from whatever source derived (including general funds).

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the County are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due from the general funds of the County, subject to the one mill limitation described in paragraph (a) above. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and the fiscal officers of the County shall make such Contract Payments to the Sinking Fund Custodian for deposit to the Sinking Fund if for any reason the payment of such obligations shall not otherwise have been made.

Section 4.5. Obligations of County Hereunder Absolute and Unconditional.

The obligations of the County to make the payments required in Section 4.2 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of set off, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as all amounts owing hereunder have been paid or provision for the payment thereof shall have been made in accordance with the Indenture and hereof, the County (a) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Contract Payments provided for herein, (b) will perform and observe all of its other agreements contained in this Contract, and (c) will not terminate the Term of this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of title in and to the Premises (as defined herein) or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Premises, the taking by eminent domain of title to or the use of all or any part of the Premises, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that the Series 2022 Bonds are unenforceable or invalid, the invalidity of any provision of this Contract, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract or the Indenture. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part contained herein or in the Indenture; and if the Authority should fail to perform any such agreement, the County may institute such action against the Authority as the County may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the County contained in this Contract and to make the Contract Payments specified herein. The County may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the County deems reasonably necessary in order to insure the acquisition, construction and equipping of the Premises or to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the extent required.

Section 4.6. Enforcement of Obligations.

The obligation of the County to make Contract Payments under this Article may be enforced by (a) the Authority, (b) the owners of the Series 2022 Bonds, in accordance with the applicable provisions of the Indenture and independently of the Authority or (c) such receiver or receivers as may be appointed pursuant to the Indenture or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the County that no other remedy at law is adequate to protect the interests of the parties hereto.

[END OF ARTICLE IV]

ARTICLE 5.

SPECIAL COVENANTS OF THE COUNTY AND AUTHORITY

Section 5.1. Ownership; Operation of the 2022 Project and Operating Expenses.

The 2022 Project (as described in Exhibit A attached hereto) shall initially be owned by the Authority and leased to Epps Bridge Centre II CWC, L.L.C. (the “Company”), pursuant to a Lease Agreement, dated as of February 8, 2022, between the Authority and the Company (the “Lease Agreement”). Pursuant to the Lease Agreement, the Company shall acquire, construct and install, or cause to be acquired, constructed and installed, certain buildings, facilities and other renovations and improvements on the 2022 Project (the “Improvements” and, together with the 2022 Project, the “Premises”). The Company shall be required to pay all costs of operating and maintaining the Premises. Neither the Authority nor the County shall receive any revenues from the operation of the Premises. Pursuant to the Lease Agreement, the Company shall be required to acquire the 2022 Project if the Improvements have not been completed by November 8, 2023 and has the option to purchase the Premises at any time throughout the term of the Lease Agreement. The proceeds from the sale of the 2022 Project or Premises pursuant to Section 11.2(c) or 11.3(c) of the Lease Agreement shall be deposited by the Authority into the Redemption Account of the Sinking Fund (as defined in the Indenture) and used to redeem the Series 2022 Bonds pursuant to the terms of the Indenture.

Section 5.2. No Warranty of Condition or Suitability by the Authority.

The Authority makes no warranty, either express or implied, as to the condition of the 2022 Project or the Improvements or that they will be suitable for the Company’s purposes or needs.

Section 5.3. Insurance.

So long as the Authority leases the 2022 Project to the Company, the Authority shall cause such Company to be bonded in amounts adequate for its protection, and it shall procure and maintain or cause to be maintained other types of insurance of the kinds and in the amounts normally carried by private companies or other agencies engaged in the operation of similar properties so long as any Series 2022 Bonds are outstanding. Such insurance shall include, but is not limited to, the following: (a) fire and extended coverage insurance; (b) public liability insurance; (c) vehicular insurance; (d) workers compensation insurance; and (e) floodplain insurance. Such insurance shall be maintained with a responsible insurance company or companies authorized and qualified to do business under the laws of the State of Georgia. Such insurance may provide reasonable and customary deductibles. The Authority shall be named as an additional insured under any such liability insurance policy or policies and as co-loss payee, as its respective interests may appear, under any such casualty insurance policy or policies. The Authority must be provided 30 days written notice of any cancellation of such policies.

Section 5.4. Records and Accounts.

The Authority and the County shall keep the funds and accounts of the 2022 Project separate from all other funds and accounts of the Authority and the County. The County shall keep accurate records and accounts of all items of cost and all expenditures relating to the 2022 Project. Such records and accounts shall be open to the inspection of the Authority and the Bond Owners.

[END OF ARTICLE V]

ARTICLE 6.

SPECIAL COVENANTS AND AGREEMENTS

Section 6.1. Compliance with Indenture.

The County shall comply with all of its obligations under the Indenture, the Purchase Agreement and the Continuing Disclosure Certificate.

Section 6.2. Further Assurances and Corrective Instruments, Recordings and Filings.

The Authority and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to facilitate the performance of this Contract.

Section 6.3. Liens on Contract or Statutory Tax.

Except as herein provided and as provided in the Series 2012 Bond Resolution, the Series 2020 Bond Resolution and the Indenture, the County will not create or suffer to create any lien on the Contract, the Contract Payments or the moneys derived from the Statutory Tax.

The lien created under the Contract on the Statutory Tax will be on parity with the liens created under the 2012 Contract and the 2020 Contract on the Statutory Tax for the benefit of the Series 2012 Bonds and the Series 2020 Bond.

Section 6.4. Continuing Disclosure.

The County hereby covenants for the benefit of the owners of the Series 2022 Bonds and Stifel Nicolaus & Company, Incorporated, as the underwriter for the Series 2022 Bonds (the "Underwriter") to comply with its obligations under a Continuing Disclosure Certificate, to be entered into in connection with the issuance of the Series 2022 Bonds, to assist the Underwriter of the Series 2022 Bonds in complying with its obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended. A breach of this covenant shall not be deemed to be an event of default hereunder, and the sole remedy under this Contract shall be an action to compel performance.

Section 6.5. Monthly Sales Tax Reports.

The Authority shall cause Costco Wholesale Corporation or any other owner or operator of the Premises to provide the Authority and the Trustee with any Sales and Use Tax Returns required to reported for any Local Option Sales Tax generated at the Premises.

[END OF ARTICLE VI]

ARTICLE 7.

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default Defined.

The following shall be “events of default” under this Contract and the terms “event of default” or “default” shall mean, whenever they are used in this Contract, any one or more of the following events:

- (a) Failure by the County to make the Contract Payments required to be paid under Section 4.2 hereof at the times specified therein;
- (b) Failure by the County or the Authority to observe and perform any covenant, condition or agreement of this Contract on its part to be observed or performed, 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, shall have been given to the defaulting party by the nondefaulting party or a Bondholder; provided, however, if the failure stated in the notice cannot be corrected within the period specified herein, the nondefaulting party will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the defaulting party within the applicable period and diligently pursued until the default is corrected; provided further that such extension shall not exceed six (6) months;
- (c) Any representation or warranty shall be found to be untrue; and
- (d) An “event of default” shall have occurred under the Indenture.

Notwithstanding the foregoing, a breach of the covenant contained in Section 6.4 hereof shall not be deemed an event of default hereunder, and the sole remedy shall be an action to compel performance.

Section 7.2. Remedies on Default.

Whenever any event of default referred to in Section 7.1 hereof shall have happened and be subsisting, the nondefaulting party, or the Bondholders as provided in the Indenture, may take any one or more of the following remedial steps:

- (a) The Bondholders may require the Authority to furnish copies of all books and records of the Authority pertaining to the 2022 Project;
- (b) The nondefaulting party or the Bondholders may take whatever action at law or in equity may appear necessary or desirable to collect the Contract Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County or the Authority under this Contract;
- (c) The Bondholders may require any depository under the Indenture to turn over to the Sinking Fund Custodian any moneys held in any of the Funds; and

(d) The Bondholders may exercise any remedies provided for in the Indenture and the Revenue Bond Law.

Any amounts collected pursuant to action taken under this Section shall be paid into the Sinking Fund and applied in accordance with the provisions of the Indenture or, if payment in full of the outstanding Series 2022 Bonds has been made (or provision for payment thereof has been made in accordance with the provisions of the Indenture), to the County.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority or the Bondholders is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute. 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 Authority or the Bondholders 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 rights and remedies as are given to the Authority hereunder shall also extend to the Bondholders, and the holders of the Series 2022 Bonds shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 7.4. No Additional Waiver Implied by one Waiver.

If any agreement contained in this Contract 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.

[END OF ARTICLE VII]

ARTICLE 8.

MISCELLANEOUS

Section 8.1. Agreement to Pay Attorneys' Fees and Expenses.

If a party should default under any of the provisions of this Contract and either or both the nondefaulting party or the Bond Owners should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the County or the Authority herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party and the Bond Owners the reasonable fee of such attorneys and such other reasonable expenses so incurred by the nondefaulting party and the Bond Owners.

Section 8.2. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to the Authority: Oconee County Industrial Development Authority
23 North Main Street
Watkinsville, Georgia 30677
Attention: Chairman
Facsimile: (706) 310-0003

with a copy to:

Daniel C. Haygood, Esq.
Two South Main Street, Suite C
Watkinsville, Georgia 30677
Facsimile: (706) 310-0003

If to the County: Oconee County, Georgia
23 North Main Street
Watkinsville, Georgia 30677
Attention: Chairman
Facsimile: (706) 769-0705

with a copy to:

Daniel C. Haygood, Esq.
Two South Main Street, Suite C
Watkinsville, Georgia 30677
Facsimile: (706) 310-0003

Any party, by notice given hereunder, may designate different addresses to which

subsequent notices, certificates or other communications will be sent.

Section 8.3. Binding Effect; Third-Party Beneficiaries.

This Contract shall inure to the benefit of and shall be binding upon the Authority, the County and their respective successors and assigns, subject, however, to the limitations contained in this Contract. The Bond Owners are third-party beneficiaries of this Contract, and may enforce the terms and provisions hereof. There are no other third-party beneficiaries.

Section 8.4. Severability

If any provision of this Contract 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 8.5. Amounts Remaining in Sinking Fund.

It is agreed by the parties hereto that, subject to and in accordance with the terms and conditions of the Indenture certain surplus moneys remaining in the Sinking Fund after payment of the Series 2022 Bonds shall belong to and be paid to the County.

Section 8.6. Amendments, Changes and Modifications.

This Contract may be amended without the consent of the Bond Owners in order to grant any additional rights, remedies, powers, authority or security that may be lawfully granted to or conferred upon the Bond Owners or to make any other change that does not materially adversely affect the Bond Owners. All other amendments shall require the consent of the Bond Owners in accordance with Section 1205 of the Indenture. Notwithstanding the foregoing, this Contract shall not be amended if such amendment reduces the Contract Payments.

Section 8.7. Execution Counterparts.

This Contract 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 8.8. Captions.

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

Section 8.9. Law Governing Contract.

This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

[END OF ARTICLE VIII]

IN WITNESS WHEREOF, the Authority and the County have caused this Contract to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

(SEAL)



**OCONEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: J. B. Weller
Chairman

Attest:

[Signature]
Secretary

(SEAL)



OCONEE COUNTY, GEORGIA

By: *[Signature]*
Chairman

Attest:

[Signature]
Clerk

SCHEDULE 1

SERIES 2022 BONDS CONTRACT PAYMENTS

The Contract Payments shall be paid monthly from the general fund of the County and shall be in amount equal to the County's previous month's portion of Local Option Sales Tax reported to be generated at the Premises; provided, however, that such amounts paid shall not be paid from the revenues of such Local Option Sales Tax collected.

The Authority shall cause Costco Wholesale Corporation or any other owner or operator of the Premises to provide the Authority and the Trustee the monthly sales and use tax returns required to be filed with the Department of Revenue of the State of Georgia (the "Sales and Use Tax Returns") for the Local Option Sales Tax generated at the Premises. The amount of each Contract Payment shall equal the amount of Local Option Sales Tax reported to be generated at the Premises as provided in the previous month's Sales and Use Tax Return, multiplied by the County's percentage share of the Local Option Sales Tax (currently 88.45%).

Notwithstanding the foregoing, on an annual basis, the Contract Payments together with any other principal and interest amounts due on the Series 2012 Bonds, the Series 2020 Bond and any other obligations secured by the Statutory Tax as authorized to be issued pursuant to Section 210 of the Indenture shall not exceed one mill per dollar upon the assessed value of taxable property in the County in accordance with the Statutory Tax (or such greater amount as may hereafter be authorized by applicable law).

In the event that the amount of the Statutory Tax collected by the County in any year is insufficient to pay (1) the scheduled debt service on the Series 2012 Bonds, the Series 2020 Bond and any outstanding Additional Bonds or other obligations authorized to be issued under the Indenture and (2) the amount equal to the County's portion of the Local Option Sales Tax reported to be generated at the Costco Project, the amount of the Statutory Tax for such year will be applied to the payment of the scheduled debt service on the Series 2012 Bonds, the Series 2020 Bond and any outstanding Additional Bonds and then, the remaining amount (subject to the amount of the Local Option Sales Tax reported to be generated at the Premises for such year) will be applied to the payment of the Contract Payments on the Series 2022 Bonds due in such year.

EXHIBIT A

DESCRIPTION OF 2111022 PROJECT

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.