



Agenda
City of Bainbridge, Georgia
Regular Session - Mayor and City Council
November 16, 2021, 6:30 p.m. - City Council Chambers



- I. INVOCATION and PLEDGE TO THE FLAG
- II. APPROVAL OF MINUTES OF REGULAR SESSION – November 2, 2021
- III. RECOGNIZE VISITORS AND DELEGATIONS
- IV. SPECIAL GUEST – BDCRA DIRECTOR
- V. PUBLIC HEARING – SUPPLEMENTAL BOND ORDINANCE
- VI. CONSIDERATION OF SUPPLEMENTAL BOND ORDINANCE
- VII. INTRODUCTION TO SECOND SUPPLEMENTAL BOND ORDINANCE
- VIII. CONSIDERATION OF PROJECT AGREEMENT AND ADDENDUM TO PROJECT AGREEMENT
- IX. PUBLIC HEARING FOR AMENDMENT TO CITY NUISANCE ORDINANCE
- X. CONSIDERATION OF AMENDMENT TO CITY NUISANCE ORDINANCE
- XI. CONSIDERATION OF INTERGOVERNMENTAL AGREEMENT – *DECATUR COUNTY*
- XII. CONSIDERATION OF INTERGOVERNMENTAL AGREEMENT – *CLIMAX*
- XIII. CONSIDERATION OF LEASE AND LEASE RENEWAL
- XIV. CONSIDERATION OF ALCOHOLIC BEVERAGE LICENSE APPLICATIONS
- XV. SCHOOL ZONE ELECTRONIC SPEED ENFORCEMENT PRESENTATION
- XVI. CONSIDERATION OF EMPLOYEE CHRISTMAS INCENTIVE
- XVII. DIVISION PRESENTATION – ADMINISTRATIVE SERVICES

MINUTES
CITY OF BAINBRIDGE, GEORGIA
TUESDAY, NOVEMBER 2, 2021
6:30 P.M.

PRESENT: MAYOR EDWARD REYNOLDS, PRESIDING

COUNCIL MEMBERS: KREGG CLOSE, DON WHALEY, GLENNIE BENCH,
ROSLYN PALMER, AND PHIL LONG

CITY STAFF: CITY MANAGER CHRIS HOBBY, ASSISTANT CITY
MANAGER ROY OLIVER, ALLIE GODWIN, STEVE
O'NEIL, LISA TAYLOR, GABE MENENDEZ, FRANK
GREEN, RYAN WIMBERLEY, JULIE HARRIS, ZACHARY
LOWMAN, CHARLIE EMANUEL, DALTON MCMILLAN,
AND WILLIAM SAPP

GUESTS: ALANNA LOWMAN, GERARD KWILECKI, VIVIAN SAPP,
JILL HOLLOWAY, AND MICHELLE WILLIAMS

ABSENT: SYLVIA WASHINGTON

INVOCATION AND PLEDGE TO THE FLAG

Councilman Whaley gave the invocation and all those assembled pledged allegiance to the flag.

APPROVAL OF MINUTES

Upon a motion offered by Councilwoman Bench and seconded by Councilwoman Palmer, the Council voted 5-0 to approve the minutes from the October 19, 2021 council meeting.

RECOGNIZE VISITORS AND DELEGATIONS

Mayor Reynolds opened the floor for anyone who wish to speak on an item that was currently not on the agenda. Ms. Michelle Williams, CDBG Disaster Recovery Grant Project Director

with Albany Technical College and Southern Regional Technical College, appeared before the Mayor and City Council to offer information pertaining to available money through the Community Development Block Grant Disaster Recovery for citizens who wish to attend college, but could not afford it. Ms. Williams discussed that the goal of this grant was to support and sustain the long-term economic recovery of the area, specifically after Hurricane Michael. Hearing from no other citizen, Mayor Reynolds proceeded to the next item on the agenda.

OATH OF OFFICE – BAINBRIDGE PUBLIC SAFETY

Mayor Edward Reynolds administered the oath of office to four Public Safety Officers: Zachary Lowman, Charlie Emanuel, Dalton McMillan, and William Sapp.

CONNSIDERATION OF ANNEXATION REQUEST

City Manager Hobby informed the Mayor and City Council with a letter from Mr. Hunter Bulger requesting that water service be extended to his three parcels located on Country Club Road. City Manager Hobby stated that Mr. Bulger has followed all city requirements and water is available to his properties, and that Mr. Bulger understands and has agreed that the cost of this extension will be borne by him and that his properties will be annexed into the corporate limits of the City of Bainbridge upon it becoming eligible for annexation. Upon a motion offered by Councilwoman Palmer and seconded by Councilman Whaley, the annexation request was approved in a 5-0 vote by Council.

SOLID WASTE REPORT

Mr. Gabe Menendez, City Engineer for the City of Bainbridge, appeared before the Mayor and City Council for a presentation regarding the City offering sanitation services to Decatur County residents. After a brief discussion by Council, a motion was made by Councilman Whaley to pursue the opportunity to offer this service to Decatur County residents, excluding Climax. The motion was seconded by Councilwoman Bench and unanimously carried in a 4-1 vote by Council. Councilwoman Palmer, Councilwoman Bench, Councilman Close and Councilman Whaley voted in favor; Councilman Long opposed.

ADJOURNMENT

With there being no further business, Mayor Reynolds adjourned the meeting at 6:59 p.m.

BY:

EDWARD REYNOLDS, MAYOR

ATTEST:

ALLIE GODWIN, COUNCIL CLERK

SUPPLEMENTAL BOND ORDINANCE

WHEREAS, the City of Bainbridge, Georgia (“City”) authorized the issuance of not to exceed \$55,000,000 in aggregate principal amount of City of Bainbridge, Georgia Combined Utilities Revenue Bonds, Series 2021 (“Series 2021 Bonds”), pursuant to an ordinance duly enacted at a meeting of the Mayor and Council of the City on October 19, 2021 (“Original Ordinance”);

WHEREAS, capitalized terms used but not defined herein shall have the meanings assigned to them in the Original Ordinance; and

WHEREAS, the Original Ordinance provides, among other things, that the Series 2021 Bonds shall not exceed \$55,000,000 in principal amount, shall bear interest at a rate not to exceed 5% per annum, shall mature not later than December 1, 2051, and the maximum annual debt service on the Series 2021 Bonds in any sinking fund year shall not exceed \$3,500,000;

WHEREAS, the City’s engineers have determined the 2021 Projects may cost in excess of original cost estimates; and

WHEREAS, the City continues to experience abnormal unemployment relative to neighboring communities/counties:

NOW, THEREFORE, BE IT ORDAINED by the City, and IT IS HEREBY ORDAINED by the City, as follows:

Section 1. Amendment to Original Ordinance. The Original Ordinance is amended:

- (a) throughout, by striking \$55,000,000 and replacing it with \$60,000,000; and
- (b) in section 202(a), by striking \$3,500,000, and replacing it with \$4,250,000.

Section 2. Abnormal Unemployment Findings. Based on available unemployment figures for Decatur County, Georgia (the smallest geographic unit with reliable data), relative to its nearby counties, Decatur County is experience unemployment rates higher than Miller, Grady, Seminole, and Colquitt Counties, as follows: 55.0%, 47.6%, 40.9%, and 47.6%. As a result, the City is entitled to exercise O.C.G.A. section 36-82-61(4)(K).

Section 3. Ratification of Original Ordinance. Except as otherwise provided in this Supplemental Bond Ordinance, all terms and provisions of the Original Ordinance are ratified and reaffirmed. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Original Ordinance.

Section 4. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in any agreement authorized by this Supplemental Bond Ordinance shall be deemed to be a stipulation, obligation or agreement of any officer, director, member, agent, or employee of the City in his or her individual capacity.

Section 5. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, members, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and to execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2021 Bonds and the execution, delivery and performance of the agreements authorized by this Supplemental Bond Ordinance.

Section 6. Actions Approved and Confirmed. All acts and doings of the officers, directors, members, agents, and employees of the City which are in conformity with the purposes and intents of this Supplemental Bond Ordinance and in the furtherance of the issuance of the Series 2021 Bonds and the execution, delivery and performance of the agreements authorized by this Supplemental Bond Ordinance

APPROVED AND ENACTED: November 16, 2021.

CITY OF BAINBRIDGE, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

[Municipal Seal]

PROJECT AGREEMENT

by and among

DANIMER SCIENTIFIC MANUFACTURING, INC.

and

**DECATUR COUNTY, GEORGIA,
CITY OF BAINBRIDGE, GEORGIA,
DECATUR COUNTY SCHOOL DISTRICT,
DECATUR COUNTY BOARD OF TAX ASSESSORS and
DEVELOPMENT AUTHORITY OF BAINBRIDGE AND DECATUR COUNTY**

Effective Date:

July [], 2021

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LIST OF EXHIBITS AND APPENDICES

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EXHIBIT D	New Building Design and Performance Criteria
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EXHIBIT F	Authority Bond Administrative Fee
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EXHIBIT H	State Incentives

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (“Agreement”) is hereby made and entered into as of July [], 2021 (“Effective Date”), by and among **DANIMER SCIENTIFIC MANUFACTURING, INC.**, a Delaware corporation (“Company”), **DECATUR COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“County”), the **CITY OF BAINBRIDGE, GEORGIA**, a municipal corporation of the State of Georgia (“City”), the **DECATUR COUNTY SCHOOL DISTRICT** (“District”), the **DECATUR COUNTY BOARD OF TAX ASSESSORS** (“Tax Assessors”) and the **DEVELOPMENT AUTHORITY OF BAINBRIDGE AND DECATUR COUNTY**, a local development authority for the County (“Authority”). The above-referenced entities may from time to time be referred to individually as a “Party” and collectively as “Parties,” and the entities other than the Company may from time to time be referred to as the “Public Authorities.”

WITNESSETH:

WHEREAS, the Public Authorities support and encourage business and industrial development in the State of Georgia (“State”);

WHEREAS, the Company currently owns and operates its facilities constituting of manufacturing operations, a headquarters, and supporting functions related to the manufacture of polyhydroxyalkanoate in Bainbridge, Georgia;

WHEREAS, the Public Authorities are desirous of having the Company increase its manufacturing operations, headquarters and supporting functions in the City and County, and the Company has determined to expand and locate such operations in the City and County;

WHEREAS, the Authority has determined to provide approximately 102 acres free of charge for the initial construction, improvement and equipping, of the Company, of an aggregate, approximate 425-square foot of manufacturing and related office and storage building(s) on the Project Site (“New Building”), which will be owned by the Authority and leased to and utilized by the Company with respect to the expansion and location of its manufacturing operations, headquarters, and supporting functions in the City and County (collectively, “Project”), and to reserve, for 7 years from the Effective Date, an additional, approximately 81 acres for potential expansion opportunities, all of which land is collectively shown on Exhibit A-1 hereto (“Project Site”);

WHEREAS, the Public Authorities have made specific proposals to the Company for the purpose of inducing the Company to establish the Project in the City and County;

WHEREAS, in consideration thereof, the Company has agreed to make an investment of approximately \$700,000,000 in the Project and reasonably expects to employ or obtain the services of approximately 400 people at full operations as part of the relocation of the Project; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Public Authorities, which commitments are made in consideration for the Company’s decision to locate the Project at the Project Site and its investment and employment commitments;

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:



ARTICLE I

DEFINED TERMS

As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“Affiliate” means any person or entity (as used herein, the term “entity” includes, without limitation, any public body) that directly, through one or more intermediaries, controls, is controlled by or is under common control with a specified person or entity. As used herein, the term “control” of a person or entity means the possession, directly, of the power (i) to vote 50% or more of the voting securities of such person or entity (on a fully diluted basis) having ordinary power to vote in the election of the governing body of such person or entity, or (ii) to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities or membership interests, by contract or otherwise.

“Average Commitment Percentage” means the percentage obtained by dividing the sum of the Capital Investment Goal Percentage and the Base Employment Goal Percentage by 2.

“Base Employment Goal Percentage” means the percentage obtained by dividing the highest number of Full-Time Jobs created on or before the Calculation Date in any month by the Base Employment Goal.

“Building Improvements” has the meaning set forth in Section 5.1(a) of this Agreement.

“Capital Expenditures” means all expenditures made with respect to the Project that, under general accounting principles are, or have been, capitalized in connection with the Project.

“Capital Investment Goal Percentage” means the percentage obtained by dividing the aggregate Capital Expenditures made by the Company at the Project through the Calculation Date by the Capital Investment Goal.

“Economic Incentive Amount” means an amount equal to the sum of (i) the difference between (A) the payments in lieu of taxes and/or ad valorem tax payments, as the case may be, made by the Company in all years prior to the Calculation Date pursuant to Section 8.4 of this Agreement, and (B) the ad valorem taxes which would have been owed by the Company for such years in the absence of this Agreement.

“Effective Date” means the date written in the preamble of this Agreement.

“Full-Time Job” shall mean a job with a regular work week of 30 hours or more. All employees leased by the Company shall be considered as holding a “Full-Time Job” at the Company for the purposes of this Agreement, provided such jobs otherwise meet the definition of Full-Time Job contained herein.

“Intellectual Property” means all of the following in any jurisdiction throughout the world: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names and Internet domain names, together with all combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; (iii) all copyrightable works, all copyrights and all applications,



registrations and renewals in connection therewith; (iv) all mask works and all applications, registrations and renewals in connection therewith; (v) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals); (vi) all computer software (including source code, executable code, data, databases and related documentation); (vii) all advertising and promotional materials; (viii) all other proprietary rights; and (ix) all copies and tangible embodiments thereof (in whatever form or medium).

“**Leased Equipment**” has the meaning set forth in Section 8.3 of this Agreement.

“**Leased Property**” means collectively the Leased Real Property and the Leased Equipment.

“**Leased Real Property**” has the meaning set forth in Section 5.2 of this Agreement.

“**Leases**” means collectively, the Real Property Lease and any Equipment Lease.

“**Liability**” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due), including any liability for Taxes.

“**Local Recoupment Amount**” shall mean a sum of money equal to the Economic Incentive Amount multiplied by the Shortfall Percentage.

“**Permit**” means any permit, license, order, approval or authorization issued under any law.

“**Permitted Encumbrances**” means those matters set forth on Exhibit A-2 of this Agreement.

“**Project**” means the Project Site and Building Improvements, as well as any furniture, new and existing equipment and machinery installed therein or used in connection therewith, to be utilized by the Company with respect to the relocation to the State of its manufacturing operations, headquarters and supporting functions related to the manufacture of polyhydroxyalkanoate in Bainbridge, Georgia, and related facilities and property including any additional buildings and improvements located on the Project Site and any expansions to the Project.

“**Shortfall Percentage**” means the percentage obtained by subtracting the Average Commitment Percentage from 80%, if such calculation would produce a positive number.

“**Site Construction**” means the development, design, engineering, construction, equipping and start-up completion of the Project.

“**Tax**” or “**Taxes**” means any federal, State, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including under § 59A of the Internal Revenue Code of 1986, as amended), custom duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

“**Personal Property Bond**” has the meaning set forth in Section 8.3 of this Agreement.

“**Personal Property Bond Documents**” has the meaning set forth in Section 8.3 of this



Agreement.

“**Equipment Lease**” has the meaning set forth in Section 8.3 of this Agreement.

“**Real Property Bond**” has the meaning set forth in Section 5.2 of this Agreement.

“**Real Property Lease**” has the meaning set forth in Section 5.2 of this Agreement.

ARTICLE II

COMPANY COMMITMENT

Section 2.1 Investment and Employment Commitments of the Company.

(a) The Company commits to locate and operate the Project on the Project Site.

(b) In consideration of this Agreement, the Company intends to make at least \$700,000,000 of Capital Expenditures in the Project by December 31, 2026 (“Capital Investment Goal”), and to create at least 400 Full-Time Jobs no later than 3 years from the date of the issuance of a certificate of occupancy for the Building Improvements, which date shall be no later than December 31, 2026 (“Base Employment Goal”). Notwithstanding anything herein to the contrary, in calculating jobs and capital investment hereunder, the Company may include all jobs and capital investment made at the Project Site, whether made by the Company or another entity, including without limitation the State or its agencies, other than any Public Authority. Used equipment brought into the County by the Company will count towards the Company’s Capital Investment Goal at the book value thereof. The value of any capital leases, any expansion to the New Building or any new building on the Project Site will count towards the Company’s Capital Investment Goal.

Section 2.2 Local Recoupment. The Company agrees that, if on or before December 31, 2026 (“Calculation Date”), certain performance standards have not been met, the Company shall pay all or a portion of the Economic Incentive Amount received in connection with the Project (as described in Section 8.4 herein), as more fully described in Section 2.3 below.

Section 2.3 Local Recoupment Formula.

(a) If the Company does not achieve an Average Commitment Percentage equal to or in excess of 80% on or before the Calculation Date, the Company shall pay to the Decatur County Tax Commissioner (“Tax Commissioner”) an amount equal to the Local Recoupment Amount.

(b) *Example 1 – Local Recoupment Amount Required.* If on or prior to the Calculation Date, the highest number of Full-Time Jobs for any month at the Project were 200, the total Capital Expenditures were \$500,000,000 and the Economic Incentive Amount with respect to the Project was \$10,000,000, the Local Recoupment Amount would equal \$3,928,562.50 calculated as follows:

$$200 \div 400 = 50\% \text{ (Base Employment Goal Percentage)}$$

$$\$500,000,000 \div \$700,000,000 = 71.42857\% \text{ (Capital Investment Goal Percentage)}$$

$$50\% + 71.42857\% = 121.42857\%$$

$$121.42857\% \div 2 = 60.714375\% \text{ (Average Commitment Percentage)}$$



$80\% - 60.714375\% = 29.285625\%$ (Shortfall Percentage)

$\$10,000,000 \times 29.285625\% = \$2,928,562.50$ (Local Recoupment Amount)

(c) *Example 2 – No Local Recoupment Amount Required.* If on or prior to the Calculation Date, the highest number of Full-Time Jobs in any month were 375, the total Capital Expenditures were \$630,000,000 and the total Economic Incentive Amount were \$10,000,000, no Local Recoupment Amount would be payable, determined as follows:

$375 \div 400 = 93.75\%$ (Base Employment Goal Percentage)

$\$630,000,000 \div \$700,000,000 = 90\%$ (Capital Investment Goal Percentage)

$93.75\% + 90\% = 183.75\%$

$183.75 \div 2 = 91.875\%$ (Average Commitment Percentage)

91.875% is greater than 80%. No Local Recoupment Amount Required.

Section 2.4 Company Reporting Commitment; Recoupment Payment. The Company agrees to provide to the Authority a written certificate upon satisfaction of the Capital Investment Goal and the Base Employment Goal, together with other documentation which the Authority may reasonably require to evidence satisfaction of such goals. If the Capital Investment Goal or the Base Employment Goal is not satisfied on or before the Calculation Date, the Company shall provide to the Authority in 30 days following the Calculation Date a written calculation of the Local Recoupment Amount, if any, payable to the Company. If it is determined that a Local Recoupment Amount is payable by the Company, such Local Recoupment Amount shall be paid on or before the 30th day following the Calculation Date to the Tax Commissioner. Any such Local Recoupment Amount paid will be reasonably allocated by the Authority to the tax years during which the benefits being repaid actually accrued to the Company.

ARTICLE III

DESIGNATION OF COORDINATOR; GENERAL TERMS

Section 3.1 Designation of Coordinator. Rick McCaskill, or his designee, or a successor designated by the Authority in writing to the Company (“Public Authorities’ Designee”), will coordinate the Project for the Public Authorities through completion of Site Construction and the full delivery of the incentives outlined hereunder.

Section 3.2 Assistance with Permits.

(a) The County, the City and the Authority shall, for the duration of the Site Construction, facilitate the timely issuance of all Permits which are under the respective jurisdiction of the County or the City (if applications for which are timely and properly submitted and documented by the Company) required in connection with the Project, including, without limitation, site plan approvals, erosion control Permits, construction Permits, building Permits and operating Permits, wastewater discharge Permits, stormwater discharge Permits, wetlands Permits and land disturbing activity Permits. Each of the County, the City and the Authority hereby agrees to use its commercially reasonable efforts to cause all Permit decisions necessary for Site Construction to be made on a fast-track basis. The estimated timetable for the issuance of certain Permits is attached hereto as Exhibit B.

(b) The City and the County shall waive, to the extent permitted by applicable law, all building permitting fees or charges and impact fees otherwise payable by the Company in connection with its development, construction and equipping of the Project; provided, however that this waiver shall not be construed to include a waiver of any fee imposed by the Authority for any Bonds issued as contemplated by this Agreement.

Section 3.3 Business License Fees. The City shall pay or waive the City's occupational tax certificate.

Section 3.4 Company Contractors and Suppliers. The Authority agrees that all contractors retained by the Company for any portion of the Project to be directly owned and selected by and in the sole discretion of the Company.

ARTICLE IV

THE PROJECT SITE; SITE PREPARATION

Section 4.1 Project Site.

(a) The Project Site is currently owned by the Authority of which a 102-acre portion will be leased to the Company pursuant to the Real Property Lease described in Section 5.2 below. The Authority agrees to reserve an additional approximately 81-acre site for 7 years from the Effective Date for the Company, at no charge. The precise location and dimensions of the 102-acre portion of the Project Site shall be agreed upon by the Authority and the Company as set forth in the Real Property Lease.

(b) As of the Effective Date, the Company (including its agents, representatives, contractors, consultants, successors and assignees) shall have a revocable license for the purposes of pedestrian, passenger and construction vehicular access, ingress and egress over, across and through the Project Site and such other rights and privileges necessary or appropriate in connection with the Company's due diligence on the Project Site as described in Section 4.1(c) below and in connection with the Company's intended development and use of the Project Site; provided, however, the Company will indemnify and hold harmless the Public Authorities from and against any loss, cost, damage, claim, expense, action or cause of action arising out of the Company's use of the aforesaid license. The Company's said revocable license shall remain in full force and effect, and shall not be revoked by the Authority, so long as this Agreement remains in effect.

(c) The Authority shall, in 30 days of the Effective Date, and at its expense, to the extent possessed by the Authority as of the Effective Date, provide the Company the following due diligence materials and reports with respect to the Project Site: (i) a title commitment with respect to the Project Site together with copies of all matters of record ("Title Commitment"); (ii) an ALTA survey of the Project Site, to include an aerial photograph of the Project Site, a topographical survey and wetlands delineation ("Survey"); and (iii) a phase I environmental site assessment of the Project Site ("Phase I Environmental Assessment") which has been performed in accordance with the most recent promulgated standards of the American Society for Testing and Materials (ASTM) for Environmental Site Assessments for Phase I Environmental Site Assessments; and At a minimum, the Phase I Environmental Assessment shall include, without limitation, an identification of all potential sources of environmental concern, the presence of hazardous or toxic waste, improper storage, treatment or disposal of hazardous or toxic waste, areas of potential contamination, the past or present presence of underground storage tanks, the presence of wetlands and prior and adjacent land use, together with a review of all pertinent federal, state and local agency data relating to the Project and adjacent properties. If in the Company's sole discretion it is determined that it is necessary to conduct soil, water or asbestos sampling and analysis, such sampling ("Phase II Environmental



Assessment” and, together with the Phase I Environmental Assessment, collectively, “Environmental Assessment”) shall be conducted and a report shall be prepared and addressed to the Company which sets forth the results of such sampling. The satisfaction of the Company with each of (a) the Title Commitment, the Survey, the Environmental Assessment, the Soils Report and any other due diligence reports obtained by the Company, at its sole expense (collectively, “Due Diligence Reports”), and (b) the resolution of all land use matters, including without limitation, zoning, licensing, permitting and related matters (collectively, “Land Use Matters”), shall be a condition to the Company’s obligations hereunder, and in the event the Company is not satisfied with the condition of the Project Site, as reflected in the Due Diligence Reports, or with the resolution of the Land Use Matters, then the Company may terminate this Agreement at any time prior to the issuance of either the Real Property Bond as described in Section 5.2 or the Equipment Lease Bond as described in Section 8.3, by written notice to the other Parties hereto. Providers of the foregoing Due Diligence Reports shall be acceptable to the Authority. The Public Authorities shall have no obligation to undertake Site Construction as otherwise required herein until the Company’s right to terminate has expired or has been waived by the Company in writing.

Section 4.2 Zoning. The City represents and warrants that the Project Site is zoned Heavy Industrial (HI), which includes industrial use and which currently permits the use of the Project Site contemplated by the Company for the Project. The City further agrees to take no regulatory or fiscal action nor impose any Tax, license fee, duty or other type of financial imposition or Liability against the Company while it operates in the jurisdiction of the City that would constitute an arbitrary, capricious or punitive action against the Company, including the imposition of any such regulation, Tax, fee, duty or Liability that by its nature would apply primarily to the Company and its employees and not to other companies or entities similarly situated in the City.

ARTICLE V

CONSTRUCTION AND FINANCING OF THE BUILDING IMPROVEMENTS

Section 5.1 Construction of the Building Improvements.

(a) The Company shall design, construct, improve and install on the Project Site, at no cost to the Authority, the New Building and related improvements, building fixtures and building equipment (“Building Improvements”), in accordance with the design and performance criteria attached hereto as Exhibit D (“New Building Design and Performance Criteria”).

(b) The Building Improvements shall be constructed in a good and workmanlike manner pursuant to a complete and adequate design, which design and construction shall comply with all applicable laws, ordinances, building codes, environmental laws, rules and regulations of governmental authorities. The Building Improvements shall be constructed in a timely manner in accordance with the Project Schedule as set forth on Exhibit C (“Project Schedule”). The Building Improvements do not include the work to be performed pursuant to Article VII below.

Section 5.2 Building Improvements.

(a) The Company shall pay the actual, third-party costs (including the cost of any materials purchased by the Company from third parties) of the design, construction and installation of the Building Improvements.

(b) The Authority shall, at the option of the Company, issue a taxable revenue bond in an amount not to exceed \$[] (“Real Property Bonds”), payable only from the rental of the Project Site and Building Improvements (collectively, “Leased Real Property”), pursuant to a lease agreement to be entered



into simultaneously with the issuance of the Real Property Bonds (“Real Property Lease”). The rental due under the Real Property Lease shall be equal to the amount of required debt service on the Real Property Bonds and issued in accordance with such terms as the Company may determine to pay the costs of the Leased Real Property not paid from the Company’s funds or the other sources described in this Agreement. The term of the Real Property Lease shall be not more than the term of the Real Property Bonds. The Real Property Lease shall be a triple net lease, and shall otherwise be reasonably acceptable to the Company. The Company shall have the option under the Real Property Lease, or under a separate option agreement, to purchase the Leased Real Property at any time after the original maturity date of the Real Property Bonds, for \$100.00. The transfer of such Leased Real Property from the Authority to the Company shall be by limited warranty deed and shall be subject only to Permitted Encumbrances. The Company shall have the further option to purchase the Leased Property under the Real Property Lease, at any time the Real Property Bonds are subject to optional redemption, at a purchase price equal to the principal amount of the Real Property Bonds then outstanding, plus redemption premium, if any, plus accrued and unpaid interest thereon to the date set for redemption of such Real Property Bonds, which redemption date shall be not later than 60 days after written notice of the exercise of such option is provided by the Company to the Authority. The Real Property Lease shall contain a negative covenant preventing the Authority from selling the Leased Real Property or any interest therein during the term of the Real Property Lease, so long as the Company is not in default with respect to its material obligations thereunder. Except with respect to the distinction between real and personal property and as otherwise provided in this section 5.1, the Real Property Bonds shall be issued on the same terms and conditions as the Personal Property Bond, as described in section 8.3.

Section 5.3 Construction Manager; Company Representative. The Company, at its expenses, shall appoint a construction and development manager acceptable to monitor the construction of the Building Improvements (“Construction Manager”). The Construction Manager shall review and authorize all progress payments for the construction of the Building Improvements and shall perform all other duties and responsibilities set out in its agreement with the Company. To the extent necessary, the Construction Manager shall coordinate with the Public Authorities’ Designee.

ARTICLE VI

[RESERVED]

ARTICLE VII

UTILITY INFRASTRUCTURE

Section 7.1 Water.

(a) The City agrees to cause water to be provided, by well without treatment, to a mutually agreeable point of service on the Project Site, without cost or charge to the Company and on a timely basis consistent with the Project Schedule. The City intends this water supply to have sufficient capacity and flow to service the Company’s requirements, pumping and water storage facilities with sufficient capacity and recovery capability to maintain such minimum pressure and flow characteristics to service the Company’s operational needs. The City represents that it presently has or will have the funds available to permit and complete the water infrastructure improvement projects on a timely basis.

(b) The City covenants that each extension and/or improvement shall be constructed and installed in accordance with applicable law and regulations. The City represents and warrants to the Company that it has secured or will secure all necessary Permits and easements and other rights and privileges to construct all water lines, if any, and improvements, if any, incidental to the Project Site. The City shall begin the construction and installation of the water supply as soon as reasonably practicable after



the Effective Date, and consistent with the Company's timetable for completion of Site Construction, as set forth in the Project Schedule.

(c) For its water supply, the Company shall pay no more than \$3 per 1,000 gallons of water usage. The Company's water requirements are set forth on Exhibit E.

Section 7.2 Wastewater.

(a) Subject to the Financing (defined below), the City agrees to cause a wastewater receiving line to be built to a mutually agreeable point of service on the Project Site, without initial cost or charge to the Company and on a timely basis consistent with the Project Schedule. The City intends this wastewater receiving line to have sufficient capacity to service the Company's requirements. The City represents that it presently has or will have the funds available to permit and complete the wastewater infrastructure improvement projects on a timely basis.

(b) The City covenants that each extension and/or improvement shall be constructed and installed in accordance with applicable law and regulations. The City represents and warrants to the Company that it has secured or will secure all necessary Permits and easements and other rights and privileges to construct all wastewater lines, if any, and improvements, if any, incidental to the Project Site. The City shall begin the construction and installation of the wastewater receiving line as soon as reasonably practicable after the Effective Date, and consistent with the Company's timetable for completion of Site Construction, as set forth in the Project Schedule.

(c) For its wastewater service, the Company shall pay no more than \$4 per \$1,000 gallons measured according to metering separate and apart from any water metering. The Company's waste water requirements are set forth on Exhibit E. Consistent with the City's rate structure for large, industrial customers, the Company may be required to enter into one or more agreements and agree to pay a reservation fee, capacity charge, capital charge, facility fee, or other similar fee or charge as part of the City's reserving capacity of 1,800,000 gallons per day.

(d) The City agrees to use its commercially reasonable efforts to issue tax-exempt wastewater revenue bonds, repayable solely from revenues of the wastewater system, with a no longer than 30-year maturity, and in a par amount sufficient to provide for the design, acquisition, construction, installation, and equipping of a 5 million gallon per day plant, capitalized interest, if any, and costs of issuance, to provide wastewater to the Company as outlined in this section 7.2. In the event the City is not reasonable able to issue such bonds, then the City shall have no further obligation under this section 7.2.

Section 7.3 Natural Gas.

(a) The City will cause natural gas lines to be provided, without cost or charge to the Company, to a mutually agreeable point of service on the Project Site on a timely basis consistent with the Project Schedule. The City intends this natural gas line to have sufficient capacity and flow to service the Company's requirements. The City represents that it presently has or will have the funds available to permit and complete the natural gas infrastructure improvement projects on a timely basis.

(b) The City represents and warrants to the Company that it has secured or will secure all necessary Permits and easements and other rights and privileges to construct all natural gas lines, if any, and improvements, if any, incidental to the Project Site. The City shall begin the construction and installation of the gas lines as soon as reasonably practicable after the Effective Date, and consistent with the Company's timetable for completion of Site Construction, as set forth in the Project Schedule.



(c) The Company's natural gas requirements are set forth on Exhibit E.

Section 7.4 Electricity. The City agrees to use its commercially reasonable efforts to cause electric service and electric infrastructure to be provided to the Project Site, or as may otherwise be mutually agreed upon, and on a timely basis consistent with the Project Schedule. The Company's electricity requirements are set forth on Exhibit E. The Company acknowledges that Georgia Power, not the City, is the electric provider to the Project Site, and the City has various limitations regarding direct provision of electric service and electric infrastructure.

Section 7.5 Telecommunications.

(a) The City agrees, at the request of Company, to cause fiber telecommunications lines for internet connectivity to be provided to a mutually agreeable point of service on the Project Site, on a timely basis consistent with the Project Schedule. The City intends the internet connectivity infrastructure to have sufficient capacity to service the Company's requirements to service the Company's operational needs. The City represents that it presently has or will have the funds available to permit and complete the internet connectivity infrastructure improvements on a timely basis.

(b) The City covenants that each extension and/or improvement shall be constructed and installed in accordance with applicable law and regulations. The City represents and warrants to the Company that it has secured or will secure all necessary Permits and easements and other rights and privileges to construct all internet connectivity lines, if any, and improvements, if any, incidental to the Project Site. The City shall begin the construction and installation of the internet connectivity extensions as soon as reasonably practicable after the Effective Date, and consistent with the Company's timetable for completion of Site Construction, as set forth in the Project Schedule.

(c) The Company's internet requirements are set forth on Exhibit E.

(d) The City agrees to use its commercially reasonable efforts to cause telephone service to be provided to the Project Site on a timely basis consistent with the Project Schedule. The City will use its commercially reasonable efforts to cause the provision of telephone service in the manner, and with sufficient capacity to service the Company's requirements. The Company's telephone requirements are set forth on Exhibit E. The Company acknowledges that AT&T, not the City, is the telephone provider to the Project Site, and the City has various limitations regarding direct provision of telephone service and telephone infrastructure.

Section 7.6 Road Improvements.

(a) The City, the County, and the Georgia Department of Transportation (collectively, "Road Parties") shall collaborate to use their commercially reasonable efforts to make or to cause to have made, reasonable upgrades to Pondtown Road, which may include road widening and installation of a turning lane. The Parties acknowledge that final plans for any roads and road improvements must be mutually agreed upon. The Company acknowledges that all or some of the roads must be dedicated public roads to qualify for this incentive.

(b) The Road Parties shall endeavor to begin the road improvement process as soon as reasonably practicable after the Effective Date, and consistent with the Company's timetable for completion of Site Construction, as set forth in the Project Schedule.

(c) The Company acknowledges that one or more third-party entities, including, for example, the Georgia Department of Transportation, and neither the City nor the County is responsible for the funding



and approval process for road improvements, and both the City and the County have various limitations regarding direct provision of road improvements.

(d) The Road Parties shall endeavor to commission a study to determine how best to connect Pondtown Road with U.S. Highway 27. Following completion of this study, the City shall use its commercially reasonable efforts to make the proposed road improvements.

Section 7.7 Rail Service. The City agrees to use its commercially reasonable efforts to cause rail service and rail infrastructure to be provided to the Project Site, or as may otherwise be mutually agreed upon, and on a timely basis consistent with the Project Schedule. The Company's rail requirements are set forth on Exhibit E. The Company acknowledges that CSX and/or Georgia Southwest Railroad, which is owned by Genesee and Wyoming, not the City, is the rail service provider to the Project Site, and the City has various limitations regarding direct provision of rail service and rails infrastructure.

ARTICLE VIII

TAX INCENTIVES

Section 8.1 Job Tax Credits; Tax Exemptions. Based solely on the 2021 Job Tax Credit Tiers Map published by the Georgia Department of Community Affairs (DCA) and the designation by DCA that the project lies in a Less Developed Census Tract, the Authority represents that the County has been designated as a "Tier 2" county for the purposes of Georgia job tax credits described in O.C.G.A. § 48-7-40 ("JCT Act") but the project lies in an area statically similar to a Tier 1 County, and therefore the Company may be entitled to Three Thousand Five Hundred Dollars (\$3,500.00)/job tax credit under the JCT Act. The Public Authorities will provide to the Company such further certifications and information as are reasonably required by the Company to claim any other State of Georgia tax credits or tax exemptions to which the Company may be entitled.

Section 8.2 Local Freeport Exemption. Pursuant to O.C.G.A. § 48-5-48.2, the City and the County have adopted a 100% freeport exemption with respect to the classes of inventory set out in O.C.G.A. § 48-5-48.2.

Section 8.3 Personal Property Bond Transaction for Equipment.

(a) The furniture, equipment and machinery installed by the Company at the Project or used in connection therewith (except any portion the Company elects to own directly) ("Leased Equipment"), will, at the option of the Company, be leased in one or more leases by the Authority to the Company, but only in connection with the issuance of the Personal Property Bond described below (individually, "Equipment Lease" and collectively, "Equipment Leases").

(b) The Authority will, at the option of the Company, issue a taxable revenue bond in an amount up to \$[] ("Personal Property Bond"), payable only from the rentals under the Equipment Lease, in the amount of required debt service on the Personal Property Bond and issued in accordance with such terms as the Authority may determine to pay the costs of the Leased Equipment not paid from the Company's funds or the other sources described in this Agreement. The documents related to the Personal Property Bond will provide that in the performance of the covenants contained therein on the part of the Authority, any obligations it may incur for the payment of money will not be a general obligation on its part, or on the part of the State or any other political subdivision or municipality, but will be a special or limited obligation payable solely from the specific payments received under the Equipment Lease or from bond proceeds, foreclosure proceeds, insurance proceeds, condemnation awards or other proceeds collected under the Equipment Lease or from security for the Company's obligations under the Equipment Lease or

from security otherwise pledged under the documents related to the Personal Property Bond.

(c) The Company or an Affiliate will purchase the Personal Property Bond or, subject to the approval of the Authority, determine a purchaser. B. Thomas Conger, Esq. shall serve as the Authority's corporate counsel. Kozlarek Law LLC shall serve as Bond Counsel to the Authority and shall be responsible for closing the Personal Property Bond transaction. The Company shall pay Bond Counsel no less than \$25,000 at the full execution of the Project Agreement, which shall cover all costs and fees of Bond Counsel and the Authority's corporate counsel for initial services associated with the transactions contemplated by this Agreement. At the time of issuance of the Bond, the Company shall pay Bond Counsel no less than 0.1% of the par amount of the Bond issued (less the \$25,000 previously paid, as described above), but plus reasonable costs associated with the Bond issue, which shall cover all costs and fees of Bond Counsel and the Authority's corporate counsel for issuance costs and fees. [] serves as the Company's corporate counsel. The Equipment Lease and other documents related to the Personal Property Bond will provide that the Company may purchase the Leased Equipment (as the same shall exist at the time of such purchase, subject to Permitted Encumbrances, as defined in Section 11.2 herein) at its option upon the terms and conditions as set forth therein for the sum of Ten U.S. Dollars (\$10.00), upon the payment of the outstanding Personal Property Bond, and the Authority will sell, and the Company will purchase, the Leased Equipment for the sum of Ten U.S. Dollars (\$10.00) upon the payment in full of the Personal Property Bond. The terms of the Equipment Lease and the other related financing documents will be mutually satisfactory to the Authority and the Company, but will generally follow the forms of documents used for similar transactions. The Personal Property Bond Documents will specifically provide that the Authority will encumber the Leased Equipment at the direction of the Company to secure any debts of the Company associated with the Project, provided, however, that the Authority shall incur no pecuniary liability in connection therewith. The administrative fees of the Authority in connection with the Personal Property Bond shall be as set forth in Exhibit F and shall be paid upon the issuance of the Personal Property Bond. Except as provided in Section 11.21 below, the Authority will not incur any additional issuance costs without the prior written approval of the Company.

(d) The Company will be permitted to obtain credit, debt, lease or other lease financing from any source, related or unrelated to the Company ("Additional Financing"); provided, however, in no event shall the Authority have any obligation or liability with respect thereto other than as set forth in Section 8.3(b). Each Lease will provide that, at the Company's election, each Lease and the Personal Property Bond will be subordinate to any Additional Financing and any mortgage, security agreement, deed to secure debt, assignment of lease or other security instrument relating to the Project securing any Additional Financing.

(e) The Parties agree that the Personal Property Bond will not be subject to the audit requirements of O.C.G.A. § 36-82-100 and that notice thereof will be included in the notice to the public in connection with the Personal Property Bond validation proceeding.

Section 8.4 Property Tax Reduction.

(a) The Parties intend and agree that the interests of the Company in the Leased Property will constitute a usufruct or bailment for hire and not a leasehold estate or estate for years and, therefore, will not be subject to ad valorem taxation. However, to support the Public Authorities and the local community, the Company agrees that the Company will pay to the Decatur County Tax Commissioner ("Tax Commissioner") in each year during each Lease, as a payment in lieu of taxes, an amount equal to the applicable percentage of ad valorem taxes which would otherwise be due in such year to the City, the County, the District or any other relevant taxing authority ("Taxing Authorities") on the Leased Property under such Lease as if title to such Leased Property were held by the Company instead of the Authority, as such payment percentages are set out in Exhibit G ("Payments in Lieu of Tax-PILOT Payment Percentages"). For all tax years following termination of each Lease, the Leased Property which was subject



to such Lease will be subject to ordinary ad valorem taxation.

(b) The Tax Commissioner will distribute the amounts received from the Company as payments in lieu of taxes to the Taxing Authorities as if such amounts were property taxes. The Public Authorities agree as to the treatment of the Company's interest in the Project Site and all Leased Property in the manner set forth under this Section 8.4 and agree that the same will be effective for all Taxing Authorities. The Public Authorities and the Taxing Authorities will not challenge or contest the treatment of the Company's interest in the Project Site or the Leased Property as a non-taxable usufruct or bailment for hire, as applicable. In the event that for any reason it is determined that the interest of the Company is not a usufruct or bailment for hire, the value of the Company's interest in the Leased Property during the term of any Lease shall be determined in a manner such that property taxes owed by the Company with respect to such Leased Property will be commensurate with and equal to the payments in lieu of tax required above on such Leased Property, and the Company shall receive a credit against its obligation to make payments in lieu of tax hereunder or under the Bond Documents in an amount equal to actual property taxes paid.

(c) Each year during the term of the Equipment Lease, the Company will submit property tax returns on forms PT 50 and PT 50R (or such other forms as may be prescribed by Georgia law), at the times required by Georgia law. Such returns shall indicate those assets which are Leased Equipment and those which are owned in fee by the Company.

Section 8.5 Change in Law. As of the Effective Date and pursuant to the terms of this Agreement, the Public Authorities represent that the Company is eligible for the tax incentives described in Section 8.4. Each of the Public Authorities acknowledges and agrees that some of the rights and privileges granted to the Company in Section 8.4 will vest upon the occurrence of future events after the Effective Date. Therefore, in the unlikely and unanticipated event of a change in law after the Effective Date that is effective for any period during the term of the Leases, the result of which would be to lessen or remove from the Company the economic benefit of the tax incentives in Section 8.4 that would have been available during such period under the law in effect on the Effective Date, the Public Authorities shall, collectively, to the extent permitted by law, provide the Company with an exemption from the law as so changed or another incentive having equivalent economic effect to the tax incentive so lessened or removed; provided, however, in no such event will the Public Authorities be required to make any monetary payment to the Company.

ARTICLE IX

LOCAL INCENTIVES, GOODWILL AND COMMUNITY INVOLVEMENT

Section 9.1 Assistance with Employment Incentive Programs. The City, the County and the Authority shall assist the Company in obtaining the maximum employee training services program and related benefits available to manufacturing projects like the Project in Georgia from any available training agency providing such services, programs and benefits. The City, the County and the Authority shall cooperate with appropriate agencies to provide facilities and resources necessary for employee training. These services shall include QuickStart training and recruitment and advertising support.

ARTICLE X

STATE INCENTIVES

Section 10.1 State Grant for Site Improvements. The State has recommended, as shown on Exhibit H, that the Authority receive a grant from the State in the amount of \$800,000 ("State Grant") for



the purpose of assisting the Authority with needed sewer construction, upgrades or renovations, with respect to the Project. The Authority agrees to submit, at no cost to the Company, an application for the State Grant not later than 60 days after the Effective Date, to enter into all agreements necessary and to otherwise use its commercially reasonable efforts to secure and make available the State Grant to the Company.

Section 10.2 Other State Incentives. As a further inducement for the Company's location of the Project in the State, the State has offered various inducements as outlined on Exhibit H. Such incentives are the responsibility of the State and are included here for reference purposes. The Authority agrees to enter into all agreements necessary and to otherwise use its commercially reasonable efforts to secure and make available such State incentives to the Company.

MISCELLANEOUS

Section 11.1 Authorization. Each of the Public Authorities herein represents that it has the legal power and authority to enter into this Agreement, and any ancillary agreement attached hereto as an exhibit to which it is a Party, and to make the respective commitments made herein, or therein, and this Agreement has been approved by all necessary action of the governing bodies of each Public Authority, and to the extent that any Public Authority requires the authorization, approval or consent of any other Public Authority or third party for them to have made the commitments contained in this Agreement, or any ancillary agreement attached hereto as an exhibit to which it is a party, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

Section 11.2 Project Site; Permitted Encumbrances. The Authority represents that it owns the Project Site free and clear of all liens, encumbrances, easements and servitudes, except as to those which are a matter of public record, which will not interfere with the occupancy and use of the Project Site by the Company for the Project. To the best of its knowledge, as of the Effective Date, the Authority is not aware of any federal, state or local statutes, rules, ordinances or procedures that would prevent or delay the immediate and continuing occupancy and use of the Project Site for the purposes contemplated in this Agreement.

Section 11.3 Intellectual Property. All rights in Intellectual Property conceived of or created during the term of this Agreement and related to the Project shall be the property of the Company. Upon request of the Company made to the Public Authority identifying the Intellectual Property conceived or created, and at the Company's expense, the Public Authority shall (i) cause a disclosure document to be executed and delivered to the Company reporting such Intellectual Property, which document shall be subject to all provisions of Georgia law; and (ii) execute such writings as the Company may reasonably request to vest good ownership of the Intellectual Property in the Company.

Section 11.4 Time is of the Essence. Time is of the essence as to all terms and conditions of this Agreement. All Parties hereto agree that they will use best efforts in their attempt to have the Project proceed on the basis of the Project Schedule attached hereto as Exhibit C. Notwithstanding the foregoing, the Parties hereto acknowledge and agree that the Project Schedule is subject to change from time to time in accordance with the Company's business needs and requirements. Any such delay shall neither be considered a determination not to proceed with the Project for purposes of this Section 11.4 nor a breach or default by the Company to comply with any commitments made in this Agreement, but may affect tax incentives as described elsewhere in this Agreement.

Section 11.5 Governing Law. The governing law of this Agreement shall be the law of the State.

Section 11.6 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity,



legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event any such provision is held to be invalid, illegal or unenforceable, the Parties hereto shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

Section 11.7 Notices. Any notice, request, demand, claim or other communication hereunder shall be in writing and shall be duly given or made (i) when received by U.S. mail; (ii) when personally delivered to the intended recipient (or an officer of the intended recipient); (iii) when sent by certified first-class mail, return receipt requested, postage prepaid; (iv) when sent by recognized overnight courier service; (v) when sent by facsimile (with such facsimile to be confirmed promptly in writing and received by mail or overnight courier as aforesaid); or (vi) when sent by electronic mail to the following addresses and recipients:

COMPANY: Danimer Scientific Manufacturing, Inc.
[]
Bainbridge, Georgia []
Telephone: []
Facsimile: []
Attention: []
Email: []

COUNTY: Decatur County, Georgia
P. O. Box 726
Bainbridge, Georgia 39818
Telephone: 229-248-3030
Facsimile: 229-246-2062
Attention: Alan Thomas, County Administrator
Email: athomas@decaturcountyga.gov

CITY: City of Bainbridge, Georgia
P. O. Box 158
Bainbridge, Georgia 39818
Telephone: 229-248-2005
Facsimile: 229-246-7311
Attention: Chris Hobby, City Manager
Email: chrish@bainbridgecity.com

DISTRICT: Decatur County School District
100 South West Street
Bainbridge, Georgia 39817
Telephone: 229-248-2200
Facsimile: _____
Attention: Tim Cochran, Superintendent of Schools
Email: tcochran@dcboe.com

TAX ASSESSORS: Decatur County Board of Tax Assessors
P. O. Box 1106
Bainbridge, Georgia 39818
Telephone: 229-248-3008
Facsimile: 229-248-3053
Attention: Amy Rathel, Chief Appraiser



Email: amy@decaturcountyga.gov

AUTHORITY:

Development Authority of Bainbridge and Decatur County
P.O. Box 755
Bainbridge, Georgia 39818
Telephone: 229.246.4774
Attention: Executive Director
Email: rm@bainbridgedecaturga.com

and for each of the Public Authorities, with a copy to (does not constitute notice):

Kozlarek Law LLC
Attention: Michael E. Kozlarek, Esq.
Email: michael@kozlareklaw.com
Post Office Box 565
Greenville, South Carolina 29602-0565
Telephone: 803.312.3199

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 11.7.

Section 11.8 Publicity and Trade Secrets. Each of the Public Authorities understands, subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, as amended (“Georgia Open Records Act”), the importance to the Company and the goodwill of the Project to keep matters strictly confidential until any such matter is publicized by the consent of the Company. The Company recognizes and agrees that this Agreement, when executed, becomes a public record of the State open to inspection and copying by the public. Further, the Company agrees that the fact of this Agreement and any vote of a board or authorizing body of a Public Authority authorizing or approving the execution of this Agreement must be made in a public meeting of that Public Authority. To the fullest extent permitted by law (including the Georgia Open Records Act, the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, as amended (“Georgia Open Meetings Law”), and the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 *et seq.*, as amended), each Party hereto agrees to not disclose the trade secrets of the Company. In the event that a Public Authority is requested to disclose any such information pursuant to a request under any laws (including the Georgia Open Records Act and the Georgia Open Meetings Law), such Public Authority will provide the Company with prompt notice, reasonable under the circumstances, so that the Company may seek a protective order or other appropriate remedy to protect this confidential information.

Section 11.9 Assignment. This Agreement is not assignable without the consent of all Parties, except that the Company shall have the right at any time to assign all its rights, interests and obligations in and to the Project and to transfer this Agreement or any part thereof to an Affiliate that agrees to assume the assigned obligations of the Company in and to the Project and this Agreement; and except that the Authority may assign its rights and obligations solely with respect to issuing the Real Property Bonds and the Personal Property Bond, owning the Project and entering into the Leases to another public authority of the State of Georgia which is authorized to issue such bonds and enter into such agreements, including without limitation, the City of Bainbridge Public Facilities Authority.

Section 11.10 Further Assurances. Each of the Public Authorities agrees to do all things and take all actions required of it by this Agreement after the Effective Date to establish the Project during Site Construction and on an ongoing basis thereafter, including without limitation the obtaining, negotiation, execution and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses or deeds.



Section 11.11 Specific Performance and Damages.

(a) Each of the Parties hereto acknowledges and agrees that the Company would be damaged irreparably in the event that any of the provisions of this Agreement are not materially performed by any of the Public Authorities in accordance with their specific terms or otherwise are materially breached. Accordingly, each of the Parties hereto agrees that the Company shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and, to the extent permitted by law, to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the affected Parties and the matter, in addition to any other remedy to which the Company may be entitled, at law or in equity. The Public Authorities acknowledge and agree that if the Company institutes any action or proceeding to enforce any provision hereof, such Party or Parties against whom such action or proceeding may be lawfully brought hereby, to the extent permitted by law, waives the claim or defense that the Company has or will have an adequate remedy at law for money damages. Nothing contained herein shall be construed to waive sovereign immunity under Georgia law related to any of the Public Authorities.

(b) Except as otherwise provided herein, no Party shall, in any event, be liable to any other Party, whether by way of indemnity or otherwise, for any indirect, incidental, punitive, special or consequential damages, including loss of revenue or profit, cost of capital, loss of business reputation or opportunity costs due to delays in payment, whether any such damages arise out of contract, tort (including negligence), strict liability or otherwise.

Section 11.12 Conflicts. If any provision in this Agreement conflicts or is inconsistent with any ancillary agreements relating to the Project as entered into previously between the Company and any Public Authority, the terms, conditions and obligations contained in this Agreement shall control.

Section 11.13 Survival of Representations. The covenants and representations made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such covenants and representations relate.

Section 11.14 Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue in effect through the earlier to occur of the date which is thirty (30) years after the Effective Date or the date upon which the Real Property Bonds have matured, been defeased or otherwise been paid or redeemed.

Section 11.15 No Third-Party Beneficiaries. Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors or permitted assigns.

Section 11.16 Article and Section Titles and Headings. The article and section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

Section 11.17 Incorporation of Exhibits, Annexes and Schedules. The exhibits, annexes and schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

Section 11.18 Entire Agreement. This Agreement (including the agreements and exhibits referred to herein) constitutes the entire agreement among the Parties hereto and supersedes any prior understandings, agreements or representations by or among the Parties hereto, whether written or oral.

Section 11.19 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and duly signed by an authorized representative of each



of the Parties hereto. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 11.20 Cost and Expense. Except as otherwise specifically set forth herein, each Party hereto agrees to pay its own costs incurred in connection with the Project proposal, including legal fees and all costs and expenses incurred in connection with the preparation of any studies or reports, surveys or approvals, this Agreement or otherwise. The Company shall be responsible for all transactional costs of the issuance of the Real Property Bonds and Personal Property Bond and other matters related thereto, including, without limitation: (i) all reasonable legal fees and disbursements of Bond Counsel related to the issuance of the Real Property Bonds and Personal Property Bond and the preparation and distribution of this Agreement and of transcripts (as described below); (ii) the reasonable fees and disbursements of the Authority's counsel related to closing of the issuance of the Real Property Bonds and Personal Property Bond (as described below); (iii) the court costs relating to validation of the Real Property Bonds and Personal Property Bond and recording and filing fees; and (iv) the Authority's financing fee for the issuance of the Real Property Bonds and Personal Property Bond. The Company shall also be responsible for the fees and disbursements of counsel to the Company. The Authority's corporate counsel and Bond Counsel shall, collectively, share a fee equal to not less than 1/4 of 1% of the aggregate par amount of the Real Property Bonds and Personal Property Bond.

Section 11.21 Construction. The construction of this Agreement shall be in accordance with Georgia law. Should any term or provision of this Agreement violate Georgia law, such term or provision shall be deemed null and void. In this Agreement, unless Georgia law or the context indicates otherwise, the singular includes the plural and the plural the singular; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; references to "writing" includes typing and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto; references to days shall mean calendar days unless otherwise specified. The Parties hereto intend that each representation and covenant contained herein shall have independent significance. Capitalized terms utilized herein shall have the meaning ascribed thereto in Article I hereof, unless the meanings of such terms have been otherwise specified in a different context.

Section 11.22 Binding Effect. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Company and its successors and assigns and shall be binding upon and shall inure to the benefit of the Public Authorities and all Public Authorities and any other agencies, departments, divisions, governmental entities, public corporations and other entities which shall be successors to any of such Public Authorities or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of any of the Public Authorities which are Parties hereto. In addition, the Parties agree (i) to take all actions, without exception, which may be legally taken and which are necessary and appropriate at any time to assure the binding effect, legality and enforceability of their respective obligations hereunder and (ii) not to take any action which would affect adversely in any way whatsoever the binding effect, legality and enforceability of their respective obligations hereunder.

Section 11.23 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of



this Agreement to produce or account for more than one such counterpart.

Section 11.24 No Personal Liability of Representatives of Public Authorities. No official, member, director, officer, agent or employee of the Public Authorities shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations and warranties, as appropriate, of such Public Authorities. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, director, officer, agent or employee personally, under or relating to this Agreement, in consideration of the entry of such Public Authorities into this Agreement.

Section 11.25 No Personal Liability of Representatives of Company. No official, member, director, officer, agent or employee of the Company shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations and warranties, as appropriate, of the Company. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, director, officer, agent or employee personally, under or relating to this Agreement, in consideration of the entry of the Company into this Agreement.

[SIX SIGNATURE PAGES AND NINE EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]



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

**DANIMER SCIENTIFIC MANUFACTURING,
INC.**

Signed, sealed and delivered
in the presence of:

By: 
Name: James Huang
Title: VP Capital

Unofficial Witness

[SEAL]

Notary Public

Commission Expiration Date:

[NOTARY SEAL]



DECATUR COUNTY, GEORGIA

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Title: _____

Unofficial Witness

[SEAL]

Notary Public

Commission Expiration Date:

[NOTARY SEAL]

CITY OF BAINBRIDGE, GEORGIA

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Title: _____

Unofficial Witness

[SEAL]

Notary Public

Commission Expiration Date:

[NOTARY SEAL]

DECATUR COUNTY SCHOOL DISTRICT

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Title: _____

Unofficial Witness

[SEAL]

Notary Public

Commission Expiration Date:

[NOTARY SEAL]

**DECATUR COUNTY
BOARD OF TAX ASSESSORS**

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Title: _____

Unofficial Witness

[SEAL]

Notary Public

Commission Expiration Date:

[NOTARY SEAL]

**DEVELOPMENT AUTHORITY OF
BAINBRIDGE AND DECATUR COUNTY**

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Title: _____

Unofficial Witness

[SEAL]

Notary Public

Commission Expiration Date:

[NOTARY SEAL]

EXHIBIT A-1
PROJECT SITE

[[depiction here]

Legal Description: Development Authority of Bainbridge & Decatur County Project
#2021-[]

Tract [] acres

All that tract or parcel of land situated, lying and being in [].



EXHIBIT A-2
PERMITTED ENCUMBRANCES

1. Those matters shown on the public records of Decatur County as of the date of execution of the Real Property Lease.

2. All liens and encumbrances caused to come into being by the Company or consented to in writing by the Company.



EXHIBIT B
SCHEDULE OF ESTIMATED DATES FOR PERMITS

Required permits and the timeframes for obtaining the same are set forth on the Project Schedule at Exhibit C to this Agreement.



EXHIBIT C
PROJECT SCHEDULE

[[graphical schedule here]]



EXHIBIT D
NEW BUILDING DESIGN AND PERFORMANCE CRITERIA

[[preliminary sketch of building here]]

The foregoing is a preliminary, general description of the New Building. Final schematic design and performance criteria will be developed by the Company as set forth in the Project Schedule attached at Exhibit C to this Agreement.



EXHIBIT E
UTILITY REQUIREMENTS

1. Water:
 - a. approximately 9,000 gallons per day of potable domestic water for restroom and similar domestic facilities (not process water).
 - b. approximately 3,000,000 gallons per day of well-obtained, untreated process water.
2. Wastewater – pre-treated to City requirements of no more than 1,800,000 gallons per day.
3. Natural Gas – no more than 315,000 standard cubic feet per hour (7,728 Mcf/day).
4. Electricity – [].
5. Telecommunications – City will provide access to the City’s fiber optic network.
6. Rail requirements – to be determined between the Company and Georgia Southwestern Railroad (Genesse & Wyoming Inc.)
7. Other requirements – [].



EXHIBIT F
AUTHORITY BOND ADMINISTRATIVE FEE

A one-time fee of $\frac{1}{4}$ of 1% of the principal amount of each bond issued, payable upon the issuance of the bond.



EXHIBIT G
PAYMENTS IN LIEU OF TAX

PILOT PAYMENT PERCENTAGES

1. The Leased Property will receive a 19-year property tax savings incentive, as provided in the table below. To calculate the payments in lieu of tax owed by the Company pursuant to Section 8.4 of this Agreement, the applicable percentage for each year below is to be multiplied by the fair market value of the fee interest of the Leased Property in such year.

<u>Year</u>	<u>Applicable Percentage</u>
1	0%
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
11	10
12	20
13	30
14	40
15	50
16	60
17	70
18	80
19	90
20 and thereafter	100

2. The Company shall pay normal property taxes with respect to property not titled to the Authority.
3. Year 1, for the Leased Property shall be the calendar year commencing on the January 1 following the year in which a certificate of occupancy is issued for the New Building. During construction of the Building Improvements and prior to the issuance of a certificate of occupancy, there shall be no ad valorem taxes or payments in lieu of tax payable with regard to the Project.
4. Year 1 for any additional phase or expansion of the Project, as set forth in Section 8.4(d) of the Agreement, shall be the calendar year commencing on the January 1 following the year in which commercial production commences with respect to such additional phase or expansion. During construction of any additional phase or expansion of the Project and prior to the commencement of commercial production, there shall be no ad valorem taxes or payments in lieu of tax payable with regard to such phase or expansion.



EXHIBIT H
STATE INCENTIVES



March 26, 2021

James Huang
Vice President of Capital
Danimer Scientific
140 Industrial Blvd.
Bainbridge, GA 39817

Dear James:

We know that you can choose from a wide range of locations around the globe to establish your business. Governor Kemp and I sincerely appreciate your consideration of Georgia as the home of Danimer Scientific's next investment. We want you to continue to succeed and prosper here.

Georgia offers unique assets that give your business the advantage it needs to grow and compete. Georgia's outstanding logistics, well-trained and educated workforce, low business costs, pro-business climate and high quality of life have landed it on a number of "Best Of" lists. *Area Development* and *Site Selection* have both consistently ranked Georgia No. 1 for business since 2013.

We work hard every day to keep Georgia leading the nation as the best place for business.

It is our understanding that Danimer Scientific plans to establish two additional manufacturing facilities on 80 acres in Decatur County, Georgia. The performance period will be a total of 5 years.

The Georgia offer of support is based on the following assumptions:

New Jobs to be Created: 400
Private Investment to be Made: \$700,000,000
Average Wage among all jobs: \$55,000
Timeframe for jobs and investment: 60 months (5 years)

As detailed on page 5, the total estimated cost savings and cost avoidances for your selected Georgia location is \$137,469,879.



Thank you for considering Georgia as the location for your company's next investment. In fiscal year 2020, the State located 350 facilities in Georgia, announcing 24,133 jobs and \$7.45 billion worth of new and expanding investment. We hope Danimer Scientific will continue to grow in Georgia. We look forward to working with you and Danimer Scientific as your project progresses.

Best Regards,



Padgett Wilson
Commissioner



Summary of Georgia's Proposal	
Start-Up Savings:	
Project/Site Development	
Project Development Grant to offset the costs of the sewer system renovation (REBA)	\$800,000
Sales and Use Tax Exemption on Qualified Construction Materials ¹ (estimated 60% of \$174,200,000 construction costs x 8% sales tax rate)	\$8,361,600
Site Preparation Investment – Local (see local letter)	
Donation of Land (80 acres @ \$10,000/acre) (local letter)	\$800,000
Waiver of Tap, Permitting, and Other Fees (local letter)	\$59,374
Training/Hiring	
Georgia Quick Start (see Quick Start letter)	\$1,380,625
Retraining Tax Credits	Based on qualified expenditures
Equipment Purchases, Sales & Use Tax Exemption for start-up and future purchases:	
Qualified Machinery Used in Manufacturing Process (\$525,800,000 estimated qualifying equipment x 8% sales tax rate = \$42,064,000)	\$42,064,000
Primary Material Handling Equipment	8% of qualified expenditures
Pollution Control Equipment	8% of qualified expenditures
Qualified Computer Hardware & Software Used in Manufacturing Process	8% of qualified expenditures
Savings from Tax Credits (five-year total)	
Job Tax Credits ² within Less Developed Census Tract (LDCT) ³ (\$3,500 credit value x estimated 400 qualifying jobs x 5 years)	\$7,000,000

¹ This figure is an estimate based upon the amount of qualified constructions materials provided to GDEcD by Company.

² This is an estimate, and is based on information provided to GDEcD as of the date of this letter. One of the requirements to qualify for the Job Tax Credit each year is that a job must pay more than the lowest weekly average wage of any county in Georgia (\$541/week, \$13.53/hour or \$28,132/year as of June 2020). The annual update to the average weekly wage is released each June by the Georgia Department of Labor. For full details regarding eligibility, please review O.C.G.A. §48-7-40 and the rules published by the Georgia Department of Community Affairs in Chapter 110-9.1 and by the Georgia Department of Revenue in regulation 560-7-8-.36.

³ Georgia's Less Developed Census Tracts (LDCTs) are designated on or before December 31 of each year by the Georgia Department of Community Affairs (DCA). Changes in LDCT designations will impact incentives available to businesses that have plans to locate or expand in a particular area. If a census tract loses its LDCT designation, all job creation afterward must meet the job creation threshold of the county tier in which the facility is located, and it will earn tax credit value and be applicable to the percentage of corporate income tax liability allowed by that county tier designation. Affected businesses are eligible to file a Notice of Intent on or before March 31 of the year following re-



[Handwritten signature]

R&D Tax Credits	Based on qualified expenditures
Annual, Ongoing Savings:	
Sales & Use Tax Exemption for	
Energy Used in Manufacturing Process (natural or artificial gas, oil, gasoline, electricity, solid fuel, wood, waste, ice, steam, water)	7% of qualified expenditures
Repair & Replacement Parts to Industrial Machinery	8% of qualified expenditures
Raw Materials for Manufactured Product	8% of qualified expenditures
Packaging for Manufactured Product	8% of qualified expenditures
Inventory Tax for Manufacturers' Goods	No state tax, 100% exempted for local
Corporate Income Tax Apportioned by Property or Payroll	No, Apportioned only by In-State Sales
Throwback Rule	None
Property Tax (see local letter)	
Local Property Tax Abatement over 10 Years	\$77,004,280
State Property Tax	No state tax
Subtotal from State of Georgia	\$59,606,225
Subtotal from Bainbridge-Decatur County Development Authority (see local letter)	\$77,863,654
Estimated Total Cost Savings and Cost Avoidances	\$137,469,879

This offer is good for 30 days from the date of the letter. A letter or e-mail to the Georgia Department of Economic Development from the company indicating its intention to accept the incentives listed above and locate its facility in Georgia will initiate the execution of incentive programs. By accepting this offer the company agrees to a public announcement regarding its chosen location, and its planned job creation and investment numbers.

A signed Memorandum of Understanding between the company, local community and the state of Georgia is necessary to initiate the state Project Development Grant. A signed Performance & Accountability Agreement will articulate the employment and investment performance terms of the state Project Development Grant and is a necessary component of the grant application process. The Project Development Grant will not be disbursed until the Company participates in a joint press release with the State and the Community announcing the Project. The

designation to prevent adverse effects. For more information on Less Developed Census Tracts, please visit the Georgia Department of Community Affairs website: <https://dca.ga.gov/community-economic-development/incentives/less-developed-census-tracts>

We **SPEAK** Business



announcement will include the number of new jobs and private investment figure referenced in this offer letter.

A local government entity or authorized development authority will be the applicant and recipient of state Project Development grant funds. The Georgia Department of Community Affairs will review grant applications, conduct a financial risk analysis on the ultimate recipient (company) and disburse funds directly to the local government applicant based on receipts from eligible project activities.

All local partner incentives in this proposal are contingent on local government execution. Please see attached letter for additional information about the local offer.

All tax credit, sales and use exemptions, and other tax liability estimates within this letter should be considered an estimate and approximate value. Final determination of the value of tax credits, sales and use exemptions, and all other tax liabilities will be made by the Georgia Department of Revenue.

For additional details on qualifying for the job tax credit, including the rules and regulations, visit the Georgia Department of Community Affairs website:

<https://dca.ga.gov/community-economic-development/incentives/job-tax-credits>

For additional details on all other tax credits, visit the Georgia Department of Revenue website:

<https://dor.georgia.gov/documents/tax-credits>

For the rules and regulations of the Georgia Department of Revenue related to income tax and credits, visit:

<https://dor.georgia.gov/income-tax-regulations>

For additional details on qualifying for the sales and use tax exemptions, visit the Georgia Department of Revenue website:

[2019 List of Sales and Use Tax Exemptions.pdf](#)

For the rules and regulations of the Georgia Department of Revenue related to sales & use tax exemptions, visit:

<http://rules.sos.ga.gov/GAC/560-12-2>

For the Georgia tax code, visit: <http://www.lexisnexis.com/hottopics/gacode>

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A handwritten signature in blue ink, appearing to be "JH".



Crowe LLP
Independent Member Crowe Global
62 Memorial Road, Suite 100
West Hartford, Connecticut 06107
Tel +1 860 678 9200
Fax +1 860 678 9202
www.crowe.com

October 28, 2021

Chris Hobby
Decatur County Healthcare Cooperative Series of Sentinel Indemnity, LLC
1840 South Stapley Drive, Suite 234
Mesa, AZ 85204

Dear Mr. Hobby:

We appreciate the opportunity of working with you and advising you regarding your tax returns and related matters. This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide certain tax services to Decatur County Healthcare Cooperative Series of Sentinel Indemnity, LLC ("Company" or "Client" or "you" or "your") for the tax year ending December 31, 2021. The attached Crowe Engagement Terms and any attachments thereto are an integral part of this letter, and are incorporated herein.

Please read and sign this letter, indicating your acceptance of the terms and conditions of our engagement. Return the signed letter promptly as we cannot deliver your tax return unless this letter is completed and returned.

OUR SERVICES

We will prepare, review, and sign the following business returns for Decatur County Healthcare Cooperative Series of Sentinel Indemnity, LLC:

2021 Form 1120PC U.S. Property and Casualty Insurance Company Income Tax Return

We are available to consult with you regarding tax matters or projects related to your tax planning questions, including proposed or completed transactions, income tax estimates, projections and other matters. In addition, we are available to provide you with post filing tax controversy services, including answering inquiries from the government, reviewing assessment adjustments and representing you in the event your tax returns are selected for examination, as further discussed below. The terms of this engagement letter will apply to any such project unless covered under a separate agreement. Please contact us if you would like our assistance with these or any other additional services.

Extensions. We will advise you regarding extension payments for the taxing jurisdictions identified above. Our services may include preparing extension payment computations based on information you provide, preparing extension forms, and advising you of the amounts and due dates of the payments. You agree that you are responsible for timely filing and payment of any such extensions. We will automatically file any extensions for which there is no payment due and Client signature is not required. By signing this letter, you have authorized Crowe to file extensions with no tax payments due on your behalf.

Estimated Tax Preparation. We will advise you regarding quarterly estimated tax payments for the taxing jurisdictions identified herein, and other jurisdictions as you request, for the year ending December 31, 2022. Our services may include preparing quarterly estimated tax payment computations based on information you provide, preparing payment vouchers, and advising you of the amounts and due dates of the payments.

CROWE'S RESPONSIBILITIES

Our work in connection with this project does not include any procedures designed to discover errors, fraud, illegal acts, or other irregularities, should any exist. Therefore, our engagement cannot be relied upon to disclose such matters. These matters are solely management's responsibility, should any exist, and should be discussed by Client with Client's legal counsel.

We will not assume responsibility for the preparation of any work product or services not specifically identified in this engagement letter. If there are additional services you would like us to provide, please contact us so that we can revise the scope of our services.

Judgment is often required in resolving questions and applying tax authorities where the tax law may not be clear, or where there may be conflicts between competing authorities' interpretations of the law and other supportable positions. Taxing authorities may assert other positions through examination or other inquiry, and the ultimate outcome of such matters can be unpredictable.

Unless otherwise noted, we will perform our services in accordance with the Statements on Standards for Tax Services ("SSTS") issued by the American Institute of Certified Public Accountants ("AICPA") and U.S. Treasury Department Circular 230 ("Circular 230").

During the course of providing our services, we may bring to your attention potential tax savings strategies for you to consider. However we have no responsibility to do so, and will take no further action without your approval with respect to such suggestions, as the responsibility for implementation remains with you, the taxpayer.

Tax Examinations. Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we are available upon request to assist you in responding to taxing authorities and to provide expert knowledge and information. If we were to perform such services for you, we would render additional invoices for the time and expenses incurred.

YOUR RESPONSIBILITIES

It is understood that you will provide us with the basic information required for preparation of these returns and, if applicable, estimated tax payments and other agreed upon services. The tax laws provide that the obligation of a preparer is based only on information of which the preparer has knowledge. The completeness and accuracy of the information you provide to us remains the responsibility of your management. As part of this engagement, we will not audit or otherwise verify the data you submit to us, although we may ask you to clarify certain information. By signing below, you are warranting the accuracy and completeness of such information.

Management is responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of the financial records.

You have the final responsibility for the tax return(s), estimated tax payments if applicable, and positions therein; therefore, you should review them carefully before you sign and file them.

It is the responsibility of the Company to determine if the required risk shifting, risk distribution and all other requirements are present in order to be considered an insurance company for tax purposes. An analysis of whether the Company meets the criteria to be considered an insurance company for tax purposes is beyond the scope of this engagement letter and would require a separate agreement. By signing this agreement, management represents that the captive insurance company qualifies as an insurance company for federal income tax purposes.

In connection with performing this service, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; accept responsibility for the accuracy and completeness of all information provided by you to us; accept responsibility for the timely submission to Crowe of all information necessary to perform our work and accept responsibility for the results of, and how you use the results of, our services; and establish and maintain internal controls, including monitoring of ongoing activities. Because of the importance of management's representations, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

We understand that you will prepare, or have others prepare, all other tax returns not identified within this engagement letter or requested of us, such as payroll, property, sales, and information returns. We will be available to assist you with these and other tax matters as may be agreed upon. Any additional tax services we may perform will be covered by the terms of this engagement letter, unless a separate engagement letter is prepared.

By way of your signature below, you hereby acknowledge that you agree to comply with each of the outlined reporting requirements. You also agree to provide information requested to meet the filing requirements for your tax returns.

Timing. Our agreement anticipates the timely and efficient flow of information, documents, and assistance to complete all required returns. To provide you with adequate time to review the returns prior to filing and Crowe with ample time to prepare and review your returns, Crowe must receive all requested information and responses to our inquiries no later than fifteen business days before the filing date of Client's tax returns. Should we fail to receive all required information by this date, Crowe will prepare an extension for your tax returns if possible. If an extension is not available, Crowe will notify Client. Client will be responsible for any penalties, interest, and other damages which may result if Client's tax returns are filed late because information, documents, and assistance are not timely provided. Additional fees may apply for the extension of time to file, documentation, staff rescheduling, and related costs.

Documentation. Although Crowe maintains certain client records for an appropriate period of time in accordance with statutory and professional standards, you are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

You should retain all documents that provide evidence and support for reported income, credits, and deductions on your returns, as required under applicable tax laws and regulations. You are responsible for the adequacy of all information provided in such documents. You represent that you have such documentation and can produce it if necessary, to respond to any audit or inquiry by tax authorities. You agree to hold our firm harmless with respect to any additional tax, penalties, interest, professional fees, and other damages resulting from the disallowance of tax deductions due to inadequate documentation.

Personal Expenses. You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, entertainment, vehicle use, gifts, and related expenses are supported by necessary records required by the IRS and other tax authorities. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required.

Interest and Penalties. Tax returns and estimated payments which are not timely filed may be subject to interest and penalties. You are responsible for the timely filing of returns, the timely submission to Crowe of signed e-file authorizations, and the timely payment of tax liabilities. We assume no liability for any such additional interest or penalties. If you have any questions regarding specific filing deadlines, please do not hesitate to contact us.

Secure Portal. Crowe may create a secure portal specific to this project using Crowe's Tax Connect (CTC) on-line platform and, if so, we will provide access to the project portal for you and your team of associates. Many, but not necessarily all, of the requests for information required to perform our services would be issued to you through this project portal. You agree to reply to such requests through CTC.

Listed and Reportable Transactions. The Internal Revenue Service requires individuals and other entities to file certain disclosure statements regarding tax strategies/transactions that the IRS identifies under Treasury Regulation § 1.6011-4 as a listed transaction, a transaction that is substantially similar to a listed transaction, a transaction of interest, or a reportable transaction. Failure to properly disclose any of these transactions may result in severe penalties under the Internal Revenue Code. It is your responsibility to provide complete and accurate information regarding your participation in the transactions identified in Treasury Regulation § 1.6011-4. We will not be liable for any penalties, interest, tax, or other damages resulting from your failure to accurately and timely inform us of your participation in a listed transaction, a transaction that is substantially similar to a listed transaction, a transaction of interest, or a reportable transaction. We are also not liable for any penalties or interest resulting from your failure to timely file any tax return or other required filing related to your participation in a listed transaction, a transaction that is substantially similar to a listed transaction, a transaction of interest, or a reportable transaction.

A comprehensive list of listed transactions, transactions of interest, and reportable transactions can be found at the following websites:

<https://www.irs.gov/Businesses/Corporations/Listed-Transactions>
<https://www.irs.gov/businesses/corporations/transactions-of-interest>
<https://www.irs.gov/Businesses/Disclosure-of-Loss-Reportable-Transactions>

If you have any questions regarding a specific listed transaction, a transaction that is substantially similar to a listed transaction, a transaction of interest, or another reportable transaction, or if you would like to receive a copy of guidance published by the IRS, please contact us.

Foreign financial accounts. If you have a financial interest in, either directly or indirectly through an entity you control, or have signature authority over a foreign financial account, including a bank account, brokerage account, mutual fund, unit trust, or other type of financial account, you may be required to prepare and file Form FinCEN 114 (FBAR) if the aggregate of the annual highest value of all foreign financial accounts exceeds \$10,000 at any time during the calendar year.

If you or related entities have any significant foreign accounts, assets or the authority to sign on foreign arrangements for which you desire our assistance in filing, please bring these matters to our immediate attention to ensure timely filing of these reports. Account holders who do not comply with these reporting requirements may be subject to significant civil penalties, criminal penalties, or both. We will not be liable for any penalties, interest, tax, or other damages resulting from your failure to inform us of any foreign financial accounts described herein.

Cryptocurrency. Transactions involving cryptocurrency coins and tokens are subject to taxation. You are responsible to inform us of any investments in or acceptance as payment of cryptocurrency coins or tokens. If you do not inform us of your transactions involving cryptocurrency coins and tokens, your taxable income may be calculated incorrectly, resulting in the potential assessment of interest and penalties. We are not responsible for any interest, penalties, tax, or other damages related to your failure to inform us of your transactions involving cryptocurrency coins or tokens.

Given the new and emerging landscape of Blockchain technology enabled business models, existing tax law and regulation will often be inadequate to provide guidance on situations encountered. As such, we will recommend tax treatment and strategies for any Blockchain technology related transactions that, in our judgement, represent the most tax efficient and compliant direction based on what is known at the time of our advice. However, our recommendations will often be based on analogies and assumptions that may prove to be different from the views or subsequent guidance issued by governments, regulatory bodies and taxing authorities. It is possible that you will take positions that later need to be restructured, or that lead to additional tax and/or penalties based on changes or clarifications in the law. These risks are a consequence of doing business in an area where the rules are not tested.

ELECTRONIC TAX RETURN FILING AND PAYMENT

In most circumstances, we will file your federal tax return, extension forms, and potentially one or more of your state tax returns electronically. It is your responsibility to timely return signed e-file authorization form(s) to us in the manner we request. Failure to follow our instructions for signing and returning the e-file authorization form(s) included with your tax filings to Crowe may result in our inability to timely file the relevant tax form. You are responsible for any penalties and interest associated with forms filed late due to such failure.

Crowe will provide a copy of your tax return for your review along with appropriate e-file authorization forms. Electronic filing of your return will not affect your responsibility to review the return before it is submitted. If you have questions or concerns about the electronic filing process, or the information needed to effectuate that process, please contact us.

You may request that any refund and/or payment be transmitted electronically. Crowe will not initiate any electronic refund or payment transaction without your written authorization in a form acceptable to each relevant taxing authority. Any authorization to initiate an electronic payment or refund on your behalf does not provide Crowe with any rights to your assets.

OTHER INFORMATION

The law provides various penalties that may be imposed when taxpayers understate their tax liability. If you would like information on the amount or circumstances of these penalties, please contact us.

Although some professionals assigned to the engagement may have a Juris Doctor degree or an L.L.M. degree, Crowe and its personnel do not practice law and have not been engaged to provide any legal advice. You acknowledge and agree that neither Crowe nor any of our personnel will be asked or engaged to provide any legal advice in providing any services to you.

Federal law generally prohibits us from disclosing your tax return information to third parties or from using your tax return information for non-return matters without your consent. The law provides certain exceptions including, but not limited to disclosures and uses in the normal course of rendering our services, whereby we may disclose or use your tax return information without obtaining separate consent. Crowe does utilize third-party service providers (including without limitation GoSystem Tax RS, CCH Access, etc.) when performing certain tax services.

For this engagement, our tax services are intended for the benefit and use of Client only. The tax services will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and are not intended to benefit or influence any other party, either to obtain credit or for any other purpose. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. The working papers for this engagement are the property of Crowe and constitute confidential information.

FEES

Our fees, exclusive of out-of-pocket expenses, are outlined below. We will issue an invoice for up to 50% of fees in January 2022 upon execution of this engagement letter. Our invoices are due and payable upon receipt. Please discuss any concerns over billing matters with us before we provide services.

Preparation of the federal income tax return for the year ending 2021	\$2,520
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Additionally, we may invoice you for actual out-of-pocket expenses (e.g. expedited delivery services, travel, technology charges, costs of processing your returns, etc.). Technology charges will be billed at 2.5% of invoiced fees or at a flat fee. Technology charges reflect our estimate of the costs for technology and related support on this engagement. Invoices for our services will be issued on an interim basis and payment is due within 30 days. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Services rendered in connection with assisting the Company in determining any estimated tax payments on a quarterly basis or for the purposes of filing federal tax extensions will be billed separately based upon the time incurred times our standard hourly billing rates.

Additional billing related to general captive consulting will be billed at standard hourly rates. We will bill you for our services, an amount that is based on the amount of time required at various levels of responsibility. Our current hourly rates for professional staff range from \$80 to \$800. Our rates typically change annually.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing tax return requirements
- New professional standards or regulatory requirements
- Erroneous or incomplete records
- New or unusual transactions
- Changes in your organizational structure or size due to merger and acquisition activity or other events
- Agreed-upon level of preparation and assistance not provided
- Numerous revisions to your information
- Lack of availability of appropriate personnel during fieldwork

Additionally, accommodating requests to reschedule without reasonable notice may result in additional billings for our services, changes to our assigned staffing and changes to established deadlines.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management. Further, these fees do not consider any time that might be necessary to assist you in the implementation or adoption of new or existing tax requirements that may apply.

Our estimate of fees for the tax return preparation includes limited research with respect to proper tax return disclosure and presentation. Additionally, we typically encounter minor technical research that is done in connection with the preparation of most tax returns. However, the above fee estimate does not include significant tax research with respect to non-recurring items and other matters of tax significance that may arise in the course of preparation. As items of this nature arise, we will apprise you of the nature of the matter and arrange for appropriate fees before we invest significant professional time.

In the event this engagement is terminated before the delivery of all requested work product or services, you will be liable for all fees accrued and any expenses incurred through the date of termination. Fees will be based upon time incurred through the date of termination at the rates set forth in this engagement letter. If rates are not reflected in the engagement letter or the project has been predicated upon a flat fee basis, such fees will be calculated at Crowe's then standard rates. You agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our services.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

ADDITIONAL TAX SERVICES

We welcome the opportunity to consult with your management frequently on matters of tax law and tax compliance that are permitted under applicable independence rules. In order to efficiently assist management as such issues arise, we have compiled a list of services that we can provide. By signing this letter, you agree that management may engage Crowe to perform the services listed below if and when management determines that such services are needed. The fees for such additional services will be based on our hourly billing rates plus expenses or as otherwise mutually agreed upon between us. This section does not address services that would impair independence such as valuation services or services related to your accounting records or financial statements.

- Assistance with tax examinations and tax authority notices, including tax research, responses to tax authority requests, correspondence with tax authorities, and additional or amended returns required as a result of the examinations or notices.
- Preparation, review, research or consultation related to additional tax returns and tax forms not enumerated elsewhere in this letter that are subsequently determined to be needed for the tax periods covered by this letter.
- Amended tax returns and returns to carry back losses or credits.
- Research and consultation regarding the tax consequences and related tax compliance requirements to the Company of new or proposed tax legislation, tax authority guidance, tax authority actions, or regulatory authority guidance or actions.
- Research and consultation regarding the tax consequences and related tax compliance requirements regarding compensation to employees or directors.
- Research and consultation regarding your payment or reporting obligations for tax information reporting, payroll taxes, sales and use taxes, property taxes, and excise taxes.
- Research and consultation to assist management in their understanding of relevant tax law and tax compliance implications of the Company's contemplated mergers, acquisitions, or capital-raising activities.

ACCOUNTANT/CLIENT PRIVILEGE

You should be aware that, in limited situations, information discussed with members of Crowe who are federally authorized tax practitioners or their agents for the purpose of obtaining our advice on tax matters may be privileged from disclosure in any non-criminal tax matters before the Internal Revenue Service and in non-criminal proceedings in Federal court that stem from matters before the Internal Revenue Service, if the United States is a party to the proceedings. Because you are solely responsible for managing the recognition, establishment and maintenance of the confidentiality privilege, you must notify us if you wish to invoke the confidentiality privilege and we will cooperate with your reasonable and proper instructions relating to the confidentiality privilege. Circumstances may arise under which you may wish to divulge or have Crowe divulge privileged information to other parties. You should be aware that such disclosure can result in a waiver of the privilege. Accordingly, if you wish us to divulge such information, we will require you to provide us in advance with written authority to do so. In addition, if it is ultimately determined that a significant purpose of the tax matter was to avoid or evade any U.S. federal income tax, you should be aware that the privilege under Section 7525 of the Internal Revenue Code will not apply to any communications between you and Crowe.

In the event that we receive a request from a third-party, including the IRS, (including, but not limited to, a subpoena, summons or discovery demand or request) calling for the production of privileged information, we will notify you and will follow your reasonable instructions regarding any third-party requests for such material before we disclose same as may be required under applicable laws or rules. You agree to hold us harmless from and be responsible for our fees associated with compliance in conjunction with any expenses (including attorney fees, court costs, costs incurred by outside advisors and any other cost imposed whether by way of penalty or otherwise) incurred by us as a result of your assertion of the privilege or your direction to Crowe to assert the privilege on your behalf or in the event that Crowe will determine that it is required by applicable law or rules to assert the privilege without having received direction from you.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail,

delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.


(Signature Page follows)

ACCEPTANCE:

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Decatur County Healthcare Cooperative Series of Sentinel Indemnity, LLC and Crowe have duly executed this engagement letter effective the date first written above.

Decatur County Healthcare Cooperative Series of
Sentinel Indemnity, LLC



Signature

Chris Hobby

Printed Name

President

Title

11/11/2021

Date

Crowe LLP



Signature

Daniel J. Kusaila

Printed Name

Partner

Title

October 28, 2021

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA") and, to the extent applicable, the Public Company Accounting Oversight Board (PCAOB). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

THIRD PARTY PROVIDER – Crowe may use third-party providers or engage subcontractors in providing Services to Client or for internal, administrative, or regulatory compliance purposes. Third-party providers or subcontractors may include Crowe LLP subsidiaries, Crowe Global member firms, or other third-party providers or subcontractors, in each case within or outside of the United States (each, a "Crowe Subcontractor"). Client agrees Crowe may share Client confidential information with Crowe Subcontractors. If Crowe uses a Crowe Subcontractor, Crowe will be solely responsible for the provision of Services (including those provided by Crowe Subcontractors) and for the protection of Client's confidential information. The limitations on Client's remedies vis-à-vis Crowe, in this Agreement will also apply to any Crowe Subcontractors. Client will bring any claim for a violation of the obligations in this Agreement only against Crowe, and Crowe Subcontractors will have no liability or obligations to Client arising out of this Agreement.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes Client information pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client represents (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data. Client will reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe will promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe

uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph in an agreement with such provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation (“GDPR”), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data (“EU Personal Data”). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the “Data Controller” as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the “Data Processor” as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries (“Data Subjects”). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY - Any Deliverables, Works, Inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement (“Materials”). The foregoing ownership will be without any duty of accounting.

DATA USAGE AND AGGREGATIONS - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client’s own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client’s requirements or the scope of the Services, Crowe’s fees will be modified to a mutually agreed amount to reflect the changed level of Crowe’s effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE

ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the

engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

**ADDENDUM
TO
PROJECT AGREEMENT**

by and among

DANIMER SCIENTIFIC MANUFACTURING, INC.,

MEREDIAN BIOPLASTICS, INC.,

and

**DECATUR COUNTY, GEORGIA,
CITY OF BAINBRIDGE, GEORGIA,
DECATUR COUNTY SCHOOL DISTRICT,
DECATUR COUNTY BOARD OF TAX ASSESSORS and
DEVELOPMENT AUTHORITY OF BAINBRIDGE AND DECATUR COUNTY**

Effective Date: October 8, 2021

ADDENDUM TO PROJECT AGREEMENT

THIS ADDENDUM TO PROJECT AGREEMENT (“Addendum”) is hereby made and entered into as of October 8, 2021 (“Effective Date”), by and among **DANIMER SCIENTIFIC MANUFACTURING, INC.**, a Delaware corporation (“Danimer”), **MEREDIAN BIOPLASTICS, INC.**, a Georgia corporation (“Company”), **DECATUR COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“County”), the **CITY OF BAINBRIDGE, GEORGIA**, a municipal corporation of the State of Georgia (“City”), the **DECATUR COUNTY SCHOOL DISTRICT** (“District”), the **DECATUR COUNTY BOARD OF TAX ASSESSORS** (“Tax Assessors”) and the **DEVELOPMENT AUTHORITY OF BAINBRIDGE AND DECATUR COUNTY**, a local development authority for the County (“Authority”). The above-referenced entities may from time to time be referred to individually as a “Party” and collectively as “Parties,” and the entities other than Danimer and the Company may from time to time be referred to as the “Public Authorities.”

WITNESSETH:

WHEREAS, Danimer and the Public Authorities entered into a “Project Agreement, by and among Danimer Scientific Manufacturing, Inc. and Decatur County, Georgia, City of Bainbridge, Georgia, Decatur County School District, Decatur County Board of Tax Assessors, and Development Authority of Bainbridge and Decatur County, effective July [], 2021” (“Original Project Agreement”);

WHEREAS, at execution, information was omitted from the Original Project Agreement;

WHEREAS, at execution, a material party to the transaction was omitted from the Original Project Agreement; and

WHEREAS, the Parties, by and through this Addendum, wish to provide the omitted information and otherwise make certain amendments to the Original Project Agreement.

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for \$5.00 paid by each of Danimer and the Company to each of the Public Authorities, and other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section A. Additions and Amendments. The following portions of the Original Project Agreement are amended as follows:

- i. The vest pocket definition of “Agreement” as contained in the preamble of the Original Project Agreement is amended to read “**THIS PROJECT AGREEMENT**, which includes the Addendum to Project Agreement by and among Danimer Scientific Manufacturing, Inc., Meredian Bioplastics, Inc., Decatur County, Georgia, City of Bainbridge, Georgia, Decatur County School District, the Decatur County Board of Tax Assessors, and the Development Authority of Bainbridge and Decatur County, effective October 8, 2021 (collectively, “Agreement”) . . .”.
- ii. The Agreement’s Effective Date shall be October 8, 2021.
- iii. Meredian Bioplastics, Inc. replaces Danimer Scientific Manufacturing, Inc. as a party to the Agreement.
- iv. In the fourth “WHEREAS” clause of the Original Project Agreement, the reference to the size of the building as being 425 square feet, is amended to be 425,000 square feet.
- v. Section 5.2(b) of the Agreement is completed by adding \$410,625,000 as the not to exceed amount of Real Property Bonds to be issued.

- vi. Section 7.1(c) of the Agreement is amended by striking the entirety of that subsection (c) and replacing it with the following:

“(c)For its water supply, the Company shall pay no more than the City’s standard rates and charges in effective from time to time. The Company’s water requirements are set forth on Exhibit E.”
- vii. Section 7.2(c) of the Agreement is amended by striking the entirety of that subsection (c) and replacing it with the following:

“(c)For its wastewater service, the Company shall pay no more than the City’s standard rates and charges in effective from time to time, measured according to metering separate and apart from any water metering. The Company’s waste water requirements are set forth on Exhibit E. The Company may be required to enter into one or more agreements and agree to pay a reservation fee, capacity charge, capital charge, facility fee, or other similar fee or charge as part of the City’s reserving capacity for the Company.”
- viii. Section 8.3(b) of the Agreement is completed by adding \$282,000,000 as the not to exceed amount of Personal Property Bonds to be issued.
- ix. Section 8.3(c) of the Agreement is completed by adding Sherman Golden, Esq., of Thompson Hine LLP, Atlanta, Georgia, as the Company’s corporate counsel.
- x. Section 8.3 of the Agreement is completed by adding subparagraph (f) as follows:

The Authority, in its sole discretion, is entitled to combine the issuance of the Real Property Bond and Personal Property Bond in one issuance and provide for a single lease for the Leased Property.
- xi. Section 11.7 of the Agreement is completed by adding the following as the notice contact information for the Company:

COMPANY:	Meridian Bioplastics, Inc. 140 Industrial Boulevard Bainbridge, Georgia 39817 Telephone: 229.243.7075 Attention: Stephen Croskrey Email: croskrey@danimer.com
----------	--
- (c) The Original Project Agreement is amended by adding section 11.26 and the related Exhibit I (which is attached as Exhibit I to this Addendum), as follows:

Section 11.26 Guarantor. Simultaneously with the execution and delivery of, and as an inducement for the Public Authorities to execute and deliver, this Agreement, Danimer Scientific, Inc., a Delaware corporation, as guarantor, shall execute and deliver a Guaranty, the substantially final form of which is attached as Exhibit I.
- (d) Exhibit A-1 of the Agreement is completed by substituting Exhibit A-1 of the Original Project Agreement with Exhibit A-1 to this Addendum.
- (e) Exhibit C of the Agreement is completed by substituting Exhibit C of the Original Project Agreement with Exhibit C to this Addendum.
- (f) Exhibit D of the Agreement is completed by substituting Exhibit D of the Original Project Agreement with Exhibit D to this Addendum.

- (g) Exhibit E of the Agreement is completed by substituting Exhibit E of the Original Project Agreement with Exhibit E to this Addendum.

Section B. Continuation of Original Project Agreement. Except as otherwise provided by this Addendum, the Original Project Agreement remains unchanged and in full force and effect.

Section C. Conflicts. If any provision in this Addendum conflicts or is inconsistent with the Original Project Agreement, then the terms, conditions and obligations contained in this Addendum shall control.

Section D. Counterparts. This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Addendum to produce or account for more than one such counterpart.


[SIX SIGNATURE PAGES AND FOUR EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

Signed, sealed and delivered
in the presence of:

**DANIMER SCIENTIFIC MANUFACTURING,
INC.**


Unofficial Witness

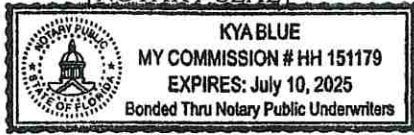
By: 
Name: John A. Dardys
Title: CEO

Kya Blue
Notary Public

[SEAL]

Commission Expiration Date: July 10, 2025


[NOTARY SEAL]



Signed, sealed and delivered
in the presence of:

MEREDIAN BIOPLASTICS, INC.


Unofficial Witness

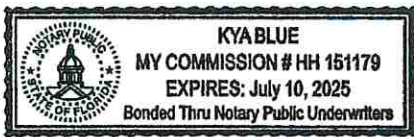
By: 
Name: John A. Dardys
Title: CEO

Kya Blue
Notary Public

[SEAL]

Commission Expiration Date: July 10, 2025

[NOTARY SEAL]



Signed, sealed and delivered
in the presence of:

DECATUR COUNTY, GEORGIA

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

[SEAL]

Commission Expiration Date:

[NOTARY SEAL]

Signed, sealed and delivered
in the presence of:

CITY OF BAINBRIDGE, GEORGIA

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

[SEAL]

Commission Expiration Date:

[NOTARY SEAL]

Signed, sealed and delivered
in the presence of:

DECATUR COUNTY SCHOOL DISTRICT

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

[SEAL]

Commission Expiration Date:

[NOTARY SEAL]

Signed, sealed and delivered
in the presence of:

**DECATUR COUNTY
BOARD OF TAX ASSESSORS**

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

[SEAL]

Commission Expiration Date:

[NOTARY SEAL]

Signed, sealed and delivered
in the presence of:

**DEVELOPMENT AUTHORITY OF
BAINBRIDGE AND DECATUR COUNTY**

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

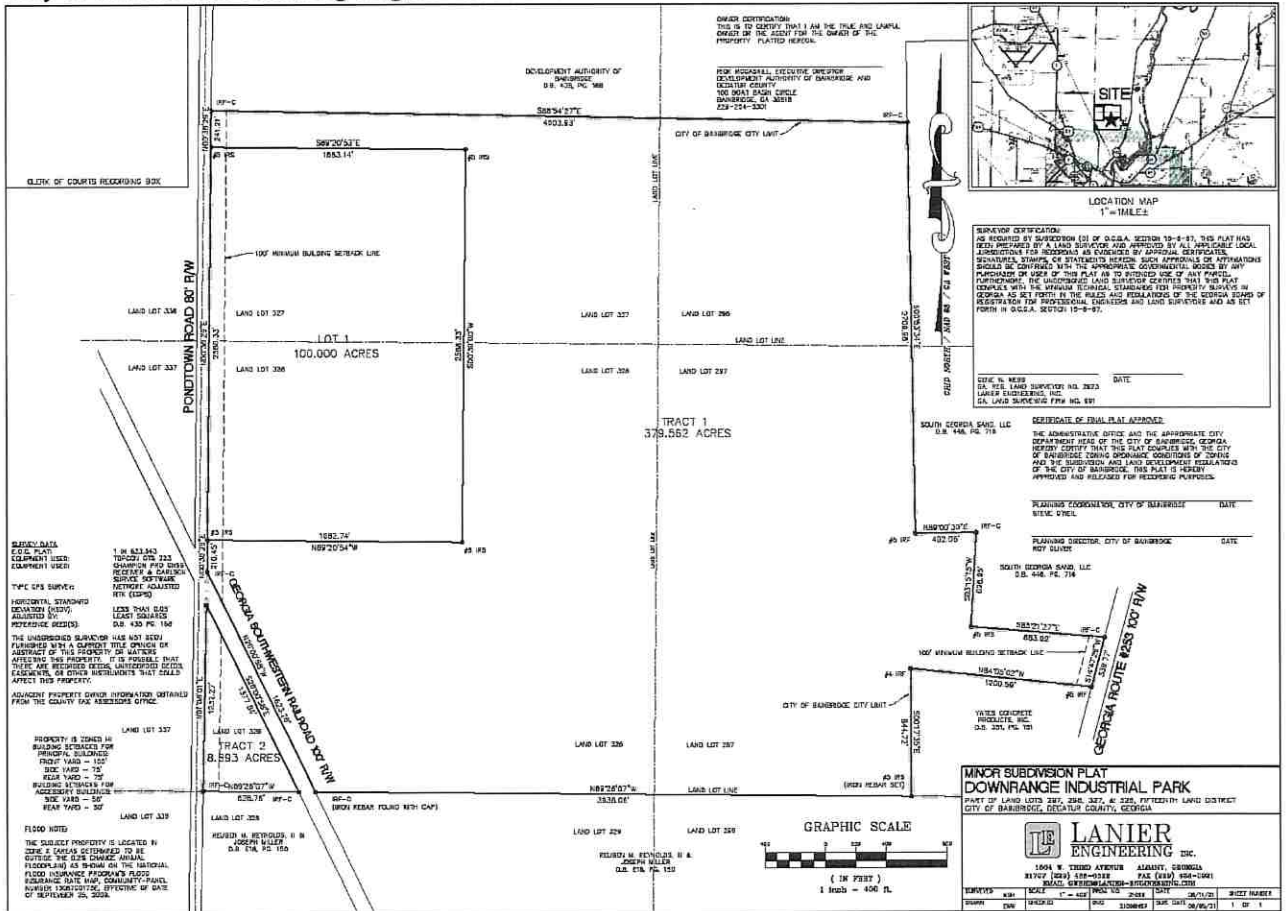
[SEAL]

Commission Expiration Date:

[NOTARY SEAL]

EXHIBIT A-1 PROJECT SITE

Only so much of the following diagram labeled as "LOT 1 100.000 acres."



The reserved approximately 81 acres is located on an as-yet-undetermined, but-presumed-to-be-contiguous portion of the diagram above labeled "TRACT 1 379.562 acres."

EXHIBIT C PROJECT SCHEDULE

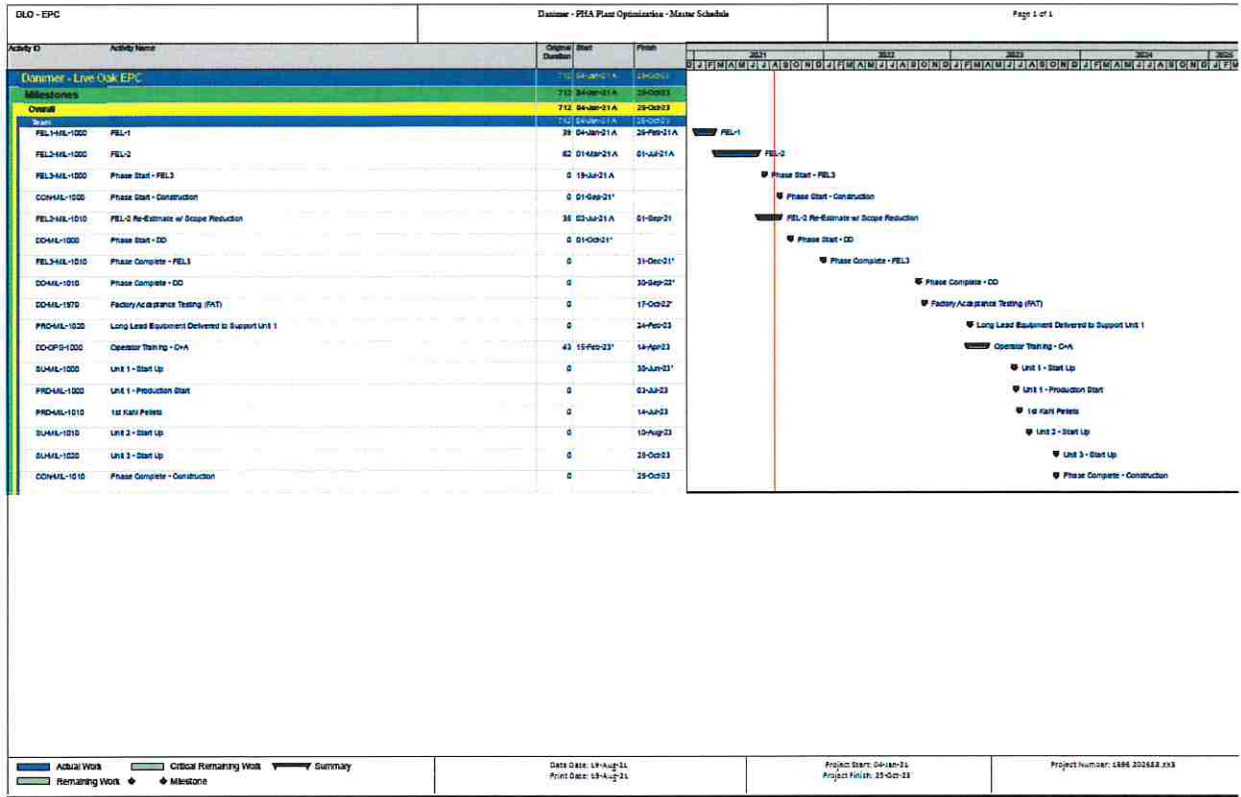
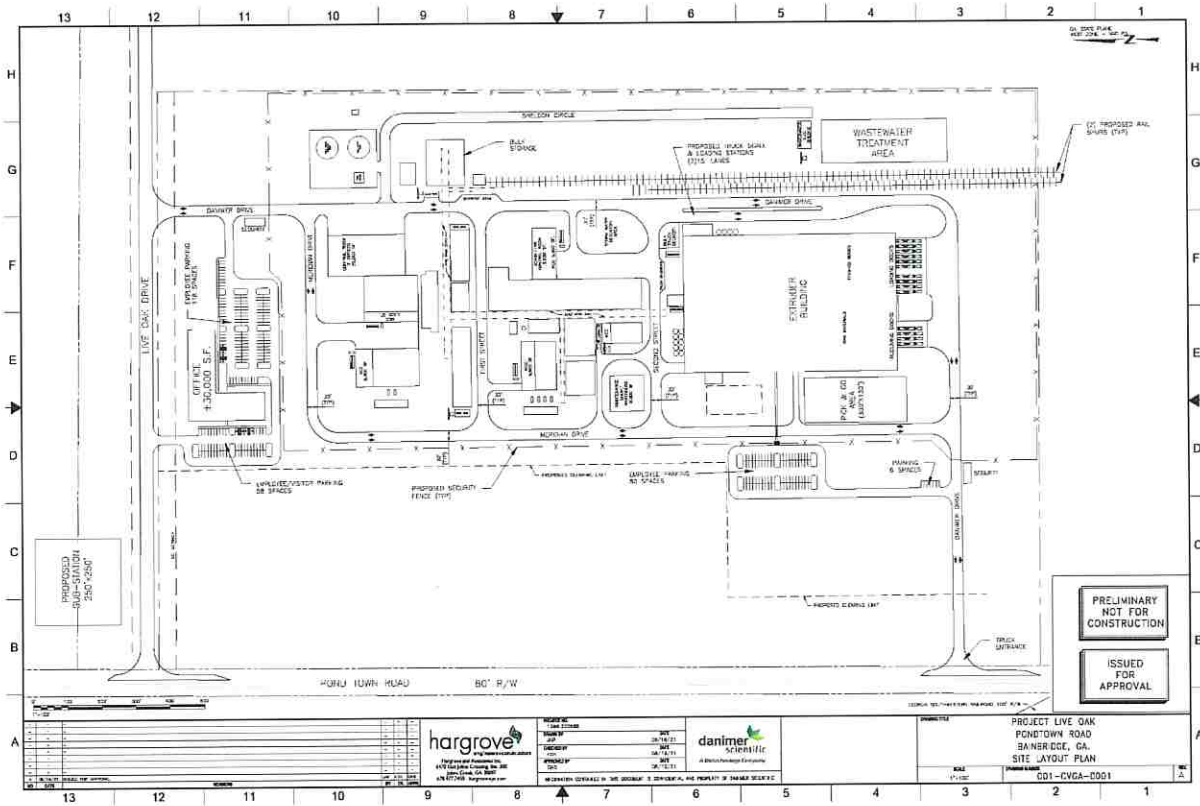


EXHIBIT D NEW BUILDING DESIGN AND PERFORMANCE CRITERIA



The foregoing is a preliminary, general description of the New Building. Final schematic design and performance criteria will be developed by the Company as set forth in the Project Schedule attached at Exhibit C to this Agreement.

EXHIBIT E
UTILITY REQUIREMENTS

1. Water:
 - a. approximately 9,000 gallons per day (6.25 gpm peak) of potable domestic water for restroom and similar domestic facilities (not process water).
 - b. approximately 2,400,000 gallons per day of well-obtained, untreated process water.
2. Wastewater – pre-treated to City requirements of no more than 904,000 gallons per day.
3. Natural Gas – no more than 327,000 standard cubic feet per hour (approximately 8,022.4 Mcf/day).
4. Electricity – approximately 120MW service.
5. Telecommunications – City will provide access to the City’s fiber optic network.
6. Rail requirements – Inbound: 20 per week (4 per day)
 Outbound: 10 per week (2 per day)
7. Truck requirements – Inbound: 42 per week (8 per day)
 Outbound: 86 per week (17 per day)
8. Other requirements – n/a

EXHIBIT I
[FORM OF GUARANTY]

GUARANTY

IN CONSIDERATION OF, and as an inducement for the granting, execution, and delivery of that certain Project Agreement, effective October 8, 2021 (“Agreement,” with any capitalized terms used herein without definition having the meanings ascribed to them therein), by and among Danimer Scientific Manufacturing, Inc., Meredian Bioplastics, Inc., and Decatur County, Georgia, City of Bainbridge, Georgia, Decatur County School District, Decatur County Board of Tax Assessors, and Development Authority of Bainbridge and Decatur County (“Authority”), and in further consideration of the sum of \$5.00 and other good and valuable considerations paid by the Authority to the undersigned, the receipt and sufficiency of which are hereby acknowledged, Danimer Scientific, Inc., a Delaware corporation, the undersigned, (“Guarantor”) hereby guarantees to the Authority the full and prompt payment of all amounts due and owing or that may become due and owing under the Agreement, including, but not limited to, any, each, and all construction costs or other sums and other charges payable by Company under said Agreement and any extension or renewal thereof (except as otherwise provided in the third paragraph of this Guaranty), as well as guarantees the full and timely performance and observance of all the covenants, terms, conditions, provisions, and agreements therein provided to be performed and observed by Company; and Guarantor hereby covenants and agrees to and with the Authority that, if Company should at any time default in the payment of any such amounts as described in this Guaranty, in the Agreement, or both, or if Company should default in the performance and observance of any other terms, covenants, conditions, provisions, and agreements contained in said Agreement, then Guarantor shall and will forthwith pay such amounts to the Authority and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions, provisions, and agreements and will forthwith pay to the Authority all damages that may arise in consequence of any such default by Company under said Agreement, including, without limitation to, all reasonable attorneys’ fees and disbursements incurred by the Authority or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional Guaranty of payment *and* of performance. At the Authority’s sole option, it shall be enforceable by the Authority in a joint action against Guarantor, Company, and/or any other guarantor of the Agreement, or in a separate and independent action against Guarantor without the necessity for any suit or proceedings on the Authority’s part of any kind or nature whatsoever against Company or Guarantor of Company’s failure to pay construction costs or other charges due under the Agreement or of Company’s default or breach under the Agreement or of any other notice or demand to which Guarantor might otherwise be entitled, all of which notices Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the assertion, or the failure to assert, by the Authority against Company of any of the rights or remedies reserved to the Authority pursuant to the provisions of the Agreement or any other remedy or right which the Authority may have at law or in equity. Guarantor hereby expressly consents and agrees that any such actions against Guarantor may be brought and pursued against Guarantor in the county or judicial district or circuit in which the premises which is the subject of the Agreement is located.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of any assignment, renewal, modification, or extension of the Agreement or by reason of any modification or waiver of or change in any of the terms, covenants, conditions, provisions, or agreements of said Agreement, or by reason of any extension of time that may be granted by the Authority to Company, or by reason of any unilateral action of either the Authority or Company, or by reason of any dealings or transactions or matter or thing occurring between the Authority and Company, including, without limitation, any adjustments, compromises, settlements, accord and satisfactions, or releases, or any bankruptcy, insolvency, reorganization, arrangement, assignment for benefit of creditors, receivership, or trusteeship affecting Company, whether or not notice thereof is given to Guarantor, all of which notices Guarantor expressly waives. Guarantor hereby expressly waives any suretyship defense it may have by virtue of any statute, law, or ordinance of any state or other governmental

authority.

All of the Authority's rights and remedies under the Agreement or under this Guaranty are intended to be distinct, separate, and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of, or a waiver of, any of the others. In the event that other agreements similar to this Guaranty are executed from time to time by other persons or entities with respect to the Agreement, this Guaranty and the liabilities of Guarantor hereunder shall in no event be affected or diminished by reason of any such other agreement.

Guarantor warrants and represents that it has the legal right and capacity to execute this Guaranty and that Guarantor has a direct financial interest in the making of said Agreement. Guarantor hereby waives all presentments, demands for performance, notices of non-performance, protests, notice of protests, notices of dishonor, and notices of acceptance.

The Authority may, without notice, assign this Guaranty to the assignee of its interest in the Agreement, and, in such event, each and every such successive assignee of the Agreement and this Guaranty shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee as fully as if such assignee were named herein. Guarantor shall not assign or delegate this Guaranty without the prior written consent, in the reasonable discretion, of the Authority.

This Guaranty, and all the terms, covenants, conditions, provisions, and agreements hereof, shall be binding upon and shall inure to the benefit of the respective heirs, executors, personal representatives, successors, and assigns of the Authority and Guarantor. Words of any gender in this Guaranty shall be construed to include any other gender, words in the singular number shall be construed to include the plural, and words in the plural number shall be construed to include the singular, when the context or sense of this Guaranty requires. Whenever the words "Authority," "Company," or "Guarantor" are used herein, they shall be construed to mean, and the terms, covenants, conditions, provisions, and agreements hereof shall be binding upon, not only the named Authority, Company, and Guarantor, but also the respective heirs, executors, personal representatives, successors, and assigns of the Authority, Company and Guarantor. This Guaranty shall be enforced and construed in accordance with the laws of the State in which the premises is located.

IN WITNESS WHEREOF, Guarantor has hereunto set its hand and seal this October 8, 2021.

GUARANTOR:
DANIMER SCIENTIFIC, INC.,
a Delaware corporation

By: _____ (SEAL)
Its:

Signed, sealed, and delivered
in the presence of:

Name of Notary: _____

Notary Public for the State/Country of _____

My Commission expires: _____

[END OF FORM OF GUARANTY]

GUARANTY

IN CONSIDERATION OF, and as an inducement for the granting, execution, and delivery of that certain Project Agreement, effective October 8, 2021 ("Agreement," with any capitalized terms used herein without definition having the meanings ascribed to them therein), by and among Danimer Scientific Manufacturing, Inc., Meredian Bioplastics, Inc., and Decatur County, Georgia, City of Bainbridge, Georgia, Decatur County School District, Decatur County Board of Tax Assessors, and Development Authority of Bainbridge and Decatur County ("Authority"), and in further consideration of the sum of \$5.00 and other good and valuable considerations paid by the Authority to the undersigned, the receipt and sufficiency of which are hereby acknowledged, Danimer Scientific, Inc., a Delaware corporation, the undersigned, ("Guarantor") hereby guarantees to the Authority the full and prompt payment of all amounts due and owing or that may become due and owing under the Agreement, including, but not limited to, any, each, and all construction costs or other sums and other charges payable by Company under said Agreement and any extension or renewal thereof (except as otherwise provided in the third paragraph of this Guaranty), as well as guarantees the full and timely performance and observance of all the covenants, terms, conditions, provisions, and agreements therein provided to be performed and observed by Company; and Guarantor hereby covenants and agrees to and with the Authority that, if Company should at any time default in the payment of any such amounts as described in this Guaranty, in the Agreement, or both, or if Company should default in the performance and observance of any other terms, covenants, conditions, provisions, and agreements contained in said Agreement, then Guarantor shall and will forthwith pay such amounts to the Authority and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions, provisions, and agreements and will forthwith pay to the Authority all damages that may arise in consequence of any such default by Company under said Agreement, including, without limitation to, all reasonable attorneys' fees and disbursements incurred by the Authority or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional Guaranty of payment *and* of performance. At the Authority's sole option, it shall be enforceable by the Authority in a joint action against Guarantor, Company, and/or any other guarantor of the Agreement, or in a separate and independent action against Guarantor without the necessity for any suit or proceedings on the Authority's part of any kind or nature whatsoever against Company or Guarantor of Company's failure to pay construction costs or other charges due under the Agreement or of Company's default or breach under the Agreement or of any other notice or demand to which Guarantor might otherwise be entitled, all of which notices Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the assertion, or the failure to assert, by the Authority against Company of any of the rights or remedies reserved to the Authority pursuant to the provisions of the Agreement or any other remedy or right which the Authority may have at law or in equity. Guarantor hereby expressly consents and agrees that any such actions against Guarantor may be brought and pursued against Guarantor in the county or judicial district or circuit in which the premises which is the subject of the Agreement is located.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of any assignment, renewal, modification, or extension of the Agreement or by reason of any modification or waiver of or change in any of the terms, covenants, conditions, provisions, or agreements of said Agreement, or by reason of any extension of time that may be granted by the Authority to Company, or by reason of any unilateral action of either the Authority or Company, or by reason of any dealings or transactions or matter or thing occurring between the Authority and Company, including, without limitation, any adjustments, compromises, settlements, accord and satisfactions, or releases, or any bankruptcy, insolvency, reorganization, arrangement, assignment for benefit of creditors, receivership, or trusteeship affecting Company, whether or not notice thereof is given to Guarantor, all of which notices Guarantor expressly waives. Guarantor hereby expressly waives any suretyship defense it may have by virtue of any statute, law, or ordinance of any state or other governmental authority.

All of the Authority's rights and remedies under the Agreement or under this Guaranty are intended to be distinct, separate, and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of, or a waiver of, any of the others. In the event that other agreements similar to this Guaranty are executed from time to time by other persons or entities with respect to the Agreement, this Guaranty and the liabilities of Guarantor hereunder shall in no event be affected or diminished by reason of any such other agreement.

Guarantor warrants and represents that it has the legal right and capacity to execute this Guaranty and that Guarantor has a direct financial interest in the making of said Agreement. Guarantor hereby waives all presentments, demands for performance, notices of non-performance, protests, notice of protests, notices of dishonor, and notices of acceptance.

The Authority may, without notice, assign this Guaranty to the assignee of its interest in the Agreement, and, in such event, each and every such successive assignee of the Agreement and this Guaranty shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee as fully as if such assignee were named herein. Guarantor shall not assign or delegate this Guaranty without the prior written consent, in the reasonable discretion, of the Authority.

This Guaranty, and all the terms, covenants, conditions, provisions, and agreements hereof, shall be binding upon and shall inure to the benefit of the respective heirs, executors, personal representatives, successors, and assigns of the Authority and Guarantor. Words of any gender in this Guaranty shall be construed to include any other gender, words in the singular number shall be construed to include the plural, and words in the plural number shall be construed to include the singular, when the context or sense of this Guaranty requires. Whenever the words "Authority," "Company," or "Guarantor" are used herein, they shall be construed to mean, and the terms, covenants, conditions, provisions, and agreements hereof shall be binding upon, not only the named Authority, Company, and Guarantor, but also the respective heirs, executors, personal representatives, successors, and assigns of the Authority, Company and Guarantor. This Guaranty shall be enforced and construed in accordance with the laws of the State in which the premises is located.

IN WITNESS WHEREOF, Guarantor has hereunto set its hand and seal this October 8, 2021.

GUARANTOR:
DANIMER SCIENTIFIC, INC.,
a Delaware corporation

By: _____ (SEAL)
Its:

Signed, sealed, and delivered
in the presence of:

Name of Notary: _____

Notary Public for the State/Country of _____

My Commission expires: _____

to be in exclusion of, or a waiver of, any of the others. In the event that other agreements similar to this Guaranty are executed from time to time by other persons or entities with respect to the Agreement, this Guaranty and the liabilities of Guarantor hereunder shall in no event be affected or diminished by reason of any such other agreement.

Guarantor warrants and represents that it has the legal right and capacity to execute this Guaranty and that Guarantor has a direct financial interest in the making of said Agreement. Guarantor hereby waives all presentments, demands for performance, notices of non-performance, protests, notice of protests, notices of dishonor, and notices of acceptance.


The Authority may, without notice, assign this Guaranty to the assignee of its interest in the Agreement, and, in such event, each and every such successive assignee of the Agreement and this Guaranty shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee as fully as if such assignee were named herein. Guarantor shall not assign or delegate this Guaranty without the prior written consent, in the reasonable discretion, of the Authority.

This Guaranty, and all the terms, covenants, conditions, provisions, and agreements hereof, shall be binding upon and shall inure to the benefit of the respective heirs, executors, personal representatives, successors, and assigns of the Authority and Guarantor. Words of any gender in this Guaranty shall be construed to include any other gender, words in the singular number shall be construed to include the plural, and words in the plural number shall be construed to include the singular, when the context or sense of this Guaranty requires. Whenever the words "Authority," "Company," or "Guarantor" are used herein, they shall be construed to mean, and the terms, covenants, conditions, provisions, and agreements hereof shall be binding upon, not only the named Authority, Company, and Guarantor, but also the respective heirs, executors, personal representatives, successors, and assigns of the Authority, Company and Guarantor. This Guaranty shall be enforced and construed in accordance with the laws of the State in which the premises is located.

IN WITNESS WHEREOF, Guarantor has hereunto set its hand and seal this October 8, 2021.

GUARANTOR:

DANIMER SCIENTIFIC, INC.,
a Delaware corporation


By: John A. Dowdy III (SEAL)
Its: CFO

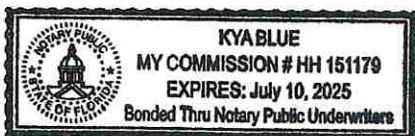
Signed, sealed, and delivered
in the presence of:

Kya Blue

Name of Notary: Kya Blue

Notary Public for the State/Country of Florida/LEON

My Commission expires: July 10, 2025



- (3) If the probable owner cannot be identified and/or reached by either method in subsection (a)(1) or (2), by posting and keeping posted for 24 hours a copy of the notice in a conspicuous place on the premises where the violations exist.
- (b) All violations shall be abated within a reasonable period of time, as determined by the Chief Marshal. Failure to abate the violations shall be interpreted to give consent for the city to enter upon the premises and abate the violations thereon by the most practical method and place a lien against the property for the cost of the work or face a civil fine from the City of Bainbridge.

Sec. 50-20. - Notice to cut grass/weeds.

It shall be unlawful for grass (excluding Bahiagrass) and weeds to exceed a height of ten (10) inches. It shall be the duty of the Chief Marshal to order the weeds or like growth prohibited by this article to be cut within ten (10) days, as determined by the Chief Marshal by posting upon the premises a notice in writing and serving upon the owner or person in possession a copy of the notice, or for nonresident owners, notification by mail.

Sec. 50-21. – General cleanliness of street margins

The owner and occupant of each lot within the city shall each be independently responsible for keeping all areas between their property lines and the edge of the street. These areas are to include from the edge of the pavement or from the back of the curb and gutter to the street right of way or the front, side or rear property line which is the same as the street right of way. These areas are to be kept clean and free from all garbage, refuse, filth, dirt, ashes, trash, rubbish and other offensive materials. The individual property owner shall also mow and otherwise perform grounds maintenance upon any utility strip or planting strip that lies between the edge of the pavement or the back of the curb and gutter and the street edge of any sidewalk that runs parallel with the street.

When the street right of way has been cleared to the property line, and that cleared street right of way area has been covered with grass or other similar ground cover, but the property fronting this street remains essentially undeveloped, whether that property is undisturbed woods, undisturbed former fields, or an area that has been graded, grassed and left fallow, the property owner has the responsibility to mow and perform grounds maintenance on the improved street right of way adjoining his property.

All traffic islands or median islands on all collector streets, marginal access streets, residential streets, residential loop streets, and cul-de-sacs in subdivisions, shall be mowed and shall have grounds maintenance performed by the homeowners association of the subdivision in which they are located. In the absence of a homeowners association the City of Bainbridge will perform the required maintenance.

Sec. 50-22. - Failure to comply with notice; abatement by city; costs; lien.

Upon the failure of the owner or tenant to cut and remove all weeds and like growth pursuant to the notice required by section 50-20 and 50-21, the City Manager, or his/her designee shall then order such cutting and removal to be done under the supervision of the Code Enforcement Officers, who shall render a written statement of the costs to the owner of property, or post the statement on the premises. If the cost is not paid to the city treasurer within 15 days, the city manager shall order the clerk to issue a fieri facias against the owner of such premises and against such premises for the amount, and the fieri facias

STATE OF GEORGIA
COUNTY OF DECATUR

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE
SERVICES OF MARSHAL'S OFFICE TO THE CITY OF CLIMAX**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, _____ by and between the CITY OF BAINBRIDGE, hereinafter called "Bainbridge", and THE CITY OF CLIMAX, hereinafter called "Climax."

WITNESSETH:

WHEREAS, the Marshal's Office of Bainbridge is responsible for enforcing all state and local laws and ordinances relevant to maintaining clear and safe streets and lots, investigates and acts upon complaints and violations report to the city or any of its departments, conduct inspections of overgrown lots, abandoned motor vehicles, junk, trash, soil erosion, and illegal dump sites to identify code violations, inspects businesses for occupational tax certificates and proper licensing, and other related services concerning building and codes enforcement; and

WHEREAS, the Marshal's Office of Bainbridge operated to protect the health, property, and general welfare of the citizens of Bainbridge and to maintain quality of life in the City of Bainbridge; and

WHEREAS, Climax is desirous of contracting with Bainbridge to procure the services of the Marshal's Office within the City of Climax; and

WHEREAS, Bainbridge and Climax are authorized by O.C.G.A. § 36-34-2(5) to enter into intergovernmental services agreements;

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and performances called herein, the parties hereto agree:

1. Bainbridge will provide to Climax, and Climax will receive from Bainbridge, the services of the Marshal's Office during the term of this Agreement to include, but not necessarily limited to, the following:

- a. Any and all services provided by the Marshal's Office to Bainbridge applicable to Climax;
- b. Enforce applicable building codes, issue certificates of occupancy and issue citations for building code violations as determined necessary by the Building Official;

- c. Investigations of complaints of citations of City of Climax laws, ordinances and code including by not limited to land use, litter, nuisance, signs, animals, issue courtesy notices, notices of violation, citations, correction notices and stop work orders to ensure compliance;
- d. Follow-up investigations to ensure compliance with applicable code and ordinances;
- e. Enforcement of City of Climax ordinances from citizens and businesses; acts as liaison between the complaints, alleged violators and the City of Climax;
- f. Provide information to and address inquiries from the general public, owners, tenants, contractors, developers, businesses, etc. including reviewing and explaining City of Climax code requirements, violations and/or potential violations and code compliance;

2. Climax will provide to Bainbridge as compensation and consideration, and Bainbridge will receive from Climax compensation for aforementioned services performed by the Marshal's Office at the hourly rate of \$18.93. Bainbridge shall invoice Climax as needed and Climax shall pay the invoice no later than forty-five (45) days after receipt of invoice.

3. Term of Agreement: This Agreement shall commence on the date that it is executed by or on behalf of both parties and will terminate upon the expiration of thirty-six (36) months after its execution, unless otherwise terminated as set forth herein. Either party shall have the right to terminate this Agreement without reason by providing sixty (60) days written notice of the termination.

4. To the extent allowed by law, Bainbridge agrees to defend and hold harmless Climax with respect to any claim, demand, action, damages, judgement, cost and/or expenses, including without limitation, reasonable attorney's fees and legal expenses, to which Climax may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of Bainbridge and/or its employees.

5. To the extent allowed by law, Climax agrees to defend and hold harmless Bainbridge with respect to any claim, demand, action, damages, judgement, cost and/or expenses, including without limitation, reasonable attorney's fees and legal expenses, to which Bainbridge may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of Climax and/or its employees.

6. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

7. Should it be necessary to comply with legal requirements that any members of Marshal's Office of Bainbridge shall be sworn to fulfill the duties required herein, such formality shall be observed without limitation.

8. Employment Status: All Marshal's Office of Bainbridge personnel assigned under this Agreement are and will continue to be employees of their respective offices for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers' compensation and disciplinary functions.

9. Entire Agreement: The parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter of the agreement, and supersedes all prior oral or written agreements or understanding.

10. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles. The parties agree that should any dispute arise concerning the interpretation of this Agreement or the performance of the services contemplated hereunder that they agree to mediate the dispute prior to taking further action.

IN WITNESS WHEREOF, Bainbridge and Climax have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF BAINBRIDGE

Edward Reynolds
Mayor of the City of Bainbridge

Attest:

City Clerk

CITY OF CLIMAX

J Kelly

Joseph Kelly
Mayor of the City of Climax

Attest:

Glenda Worsham

City Clerk



LEASE AGREEMENT (“Lease”)

“LESSEE”

City of Bainbridge, Georgia
C/O Gabriel Menendez
(Name)

1503 Pierce Street
(Address)
Bainbridge GA 39819
(City) (County) (State & zip code)

(Tax I.D. Number)

“LESSOR”

Commercial Credit Group Inc.
(Name)

525 N Tryon Street, Suite 1000
(Address)
Charlotte NC 28202
(City) (State) (zip code)

This Lease Agreement, made and entered into on November 10, 2021 (together with any amendments hereto made in accordance herewith, the “Lease”), is entered into by and between COMMERCIAL CREDIT GROUP INC., incorporated under the laws of the State of Delaware (the “Lessor”), as the lessor hereunder, and City of Bainbridge Georgia (the “Lessee”), as lessee hereunder.

WITNESSETH:

WHEREAS, the Lessee is a public body corporate and politic and a political subdivision organized and existing pursuant to the laws of the State of Georgia, and is authorized thereunder to enter into this Lease; and

WHEREAS, the Lessor has the requisite corporate and governmental power to enter into this Lease; and

WHEREAS, the City Council of City of Bainbridge (the “Council”), the governing body of the Lessee, has determined, and hereby agrees, that it is in the Lessee’s best interest to lease certain equipment, with an option to purchase, as more particularly described on Schedule A attached hereto and incorporated herein by reference (collectively, the “Equipment”) through this Lease with the Lessor; and

WHEREAS, the lease of Equipment serves a valid and essential corporate and public purpose of the Lessee; and

WHEREAS, the execution, delivery and performance of this Lease by the Lessor has been authorized and approved by all necessary and appropriate action of the Lessor.

NOW, THEREFORE, for and in consideration of the payment of the Lease Payments (as hereinafter defined) by the Lessee, the mutual promises, conditions and covenants herein set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, in accordance with the terms and conditions set forth herein, the personal property described on Schedule A attached hereto, together with all replacement parts, repairs, additions, accessories and systems incorporated therein or affixed thereto.

2. NO WARRANTIES. Lessee acknowledges that it has selected both (a) the Equipment listed on Schedule A and (b) the supplier or vendor named on Schedule A from whom Lessor is to purchase said Equipment. In this respect, Lessee acknowledges that Lessor is not the manufacturer of said Equipment nor the agent of said manufacturer or vendor. **LESSEE FURTHER ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, (i) THE FITNESS, DESIGN, OR CONDITION OF THE EQUIPMENT; (ii) THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; (iii) THE QUALITY OR CAPACITY OF THE EQUIPMENT, THE MATERIALS IN THE EQUIPMENT, OR WORKMANSHIP IN THE EQUIPMENT; (iv) ANY LATENT DEFECTS IN THE EQUIPMENT; (v) ANY PATENT, COPYRIGHT, OR TRADE SECRET INFRINGEMENT; (vi) THE CONDITION OF TITLE TO THE EQUIPMENT, AND SPECIFICALLY AS TO WHETHER SUCH TITLE IS FREE AND CLEAR OF LIENS, SECURITY INTERESTS AND OTHER ENCUMBRANCES; AND (vii) THE COMPLIANCE OF THE EQUIPMENT WITH ANY REQUIREMENTS OF LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO.** Lessee further acknowledges that it is leasing the Equipment from Lessor in an “AS IS” condition and that no defect or unfitness of the Equipment shall relieve Lessee of Lessee’s obligation to pay rent or any other obligation Lessee may have under this Lease. The parties agree that Lessor shall have no obligation to deliver, install, erect, test, adjust, repair, or service the Equipment. If the Equipment is not properly installed, does not operate as represented or warranted by the manufacturer or the supplier, or is unsatisfactory for any reason, Lessee shall make claim on account thereof solely against the supplier or manufacturer and shall, nevertheless, pay Lessor all Lease Payments (as defined herein) payable hereunder. As between Lessee and Lessor and only in those instances where the manufacturer of the Equipment has provided any warranty or guarantee of any nature whatsoever applicable to the Equipment, Lessor hereby assigns to Lessee whatever assignable interest, if any, Lessor may have in such warranty or guarantee. The aforesaid assignment shall not in any way be deemed to limit, negate, or otherwise affect the disclaimer of warranties contained in this Section, and Lessor shall not incur any duties arising out of any manufacturer’s warranties or guarantees. Further, Lessor shall not incur any liability whatsoever arising out of any breach of any manufacturer’s warranties or guarantees applicable to the Equipment.

3. ORDERING EQUIPMENT. Lessee agrees to order the Equipment from the supplier shown in each Schedule. Lessee agrees to arrange for delivery of the Equipment, so it can be accepted in accordance with Section 4 hereof. Lessee hereby authorizes Lessor to insert on Schedule A the serial numbers and other identification data of the Equipment when determined. Lessee certifies that all of the Equipment is

essential to the conduct of Lessee's operations. Lessor shall have no obligation to fund any purchase of Equipment or portion thereof unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied; including, without limitation, the following: (a) Lessee has signed and delivered the Lease and attachments; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related Regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any liens (except Lessor's liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) the Acceptance Certificate; (2) evidence of insurance coverage required by the Lease; (3) an opinion of Lessee's counsel as to Lessee's execution, authority and the enforceability of this Lease; (4) reasonably detailed invoices for the Equipment, and if such invoices have been paid by Lessee, evidence of payment thereof and evidence of official intent to reimburse such payment as required by the Code; (5) Uniform Commercial Code ("UCC") financing statements naming the Lessee as debtor and properly recorded; (6) copies of resolutions passed by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (7) such documents and certificates relating to the tax-exempt interest payable under the Lease (including without limitation IRS Form 8038-G, Form 8038-GC or such other forms, as appropriate, or evidence of filing thereof with the Secretary of the Treasury) as Lessor may request; and (8) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

4. DELIVERY AND ACCEPTANCE. Lessee shall inspect the Equipment promptly, and in no event later than one business day, after delivery to Lessee and shall provide an Acceptance Certificate confirming its acceptance of the Equipment. Nothing contained in this Lease shall impose upon Lessor any duty of delivery of the Equipment or installation thereof or maintenance with respect thereto. For avoidance of doubt as to the applicability of federal excise tax pursuant to 26 U.S.C. § 4051, at or before delivery and acceptance of the Equipment, Lessee shall execute and deliver to the vendor of the Equipment an Exemption Certificate pursuant to 26 U.S.C. §§ 4221(a)(4) and 4222(b)(1), in a form complying with 26 C.F.R. § 145.4052-1(a)(6), except for the requirement that said Exemption Certificate contain a registration number, irrespective of whether the transaction contemplated by this Lease is considered a "sale." Furthermore, Lessee shall promptly execute and deliver such an Exemption Certificate to Lessor or its designee upon request in the event Lessee exercises the Purchase Option.

5. LEASE TERM AND LEASE PAYMENT. This Lease shall be effective as of the date of execution by the Lessor. The term of this Lease shall commence as of the date hereof and shall continue until the end of the Lessee's then-existing fiscal period, being September 30, 2022 (the "Original Term"), with payments to be made by Lessee as set forth on Schedule B attached hereto and made a part hereof (the "Lease Payments") without notice or demand. The Lessee shall have the option to continue this Lease, subject to periodic appropriation by the Council or availability of funds to Lessee, for such additional fiscal periods plus the concluding fractional fiscal period (each being "Renewal Terms") needed to complete the anticipated total term of this Lease as set forth in Schedule B, as it may be amended hereunder (the "Total Term"). Pursuant to O.C.G.A. § 36-60-13(a)(2) or the applicable provision of Georgia law, Lessee shall be deemed to have automatically exercised its option to enter a Renewal Term unless Lessee gives written notice to Lessor of its election not to enter such Renewal Term within 30 days before the end of the then-current Original Term or Renewal Term. If Lessee exercises its option to terminate the Lease, then the Lease shall terminate in accordance with Section 6 hereof. Such termination shall be absolute and without further obligation (other than to surrender the Equipment, pay any and all amounts due hereunder through the end of the applicable term, and execute documents as may be necessary to release any claims on title to the Equipment to Lessor on part of the Lessee). Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments shall constitute a current expense of Lessee based on appropriated funds and shall not in any way be construed to be debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee. A portion of each Lease Payment is paid as, and represents payment of interest, and a portion of each Lease Payment is paid as and represents payment of principal. Set forth in Schedule B are the interest component and the principal component of each Lease Payment during the Total Term. The interest component of each Lease Payment shall be calculated on the basis of a 360-day year and the actual number of days elapsed. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing). Lessee shall pay Lessor on demand as a late charge five per cent (5%) of any Lease Payment that has not been fully paid prior to the seventh day after its due date, limited, however, to the maximum amount allowed by law. Notwithstanding any dispute between Lessee and (i) the vendor or manufacturer of the Equipment or (ii) Lessor, Lessee shall make all payments when due, subject to periodic appropriation by the Council, and shall not withhold any payments or portions thereof, pending final resolution of such dispute. Lessee hereby covenants it will not assert any right of setoff, recoupment, abatement, or counterclaim against its obligation to make the payments due pursuant to the terms hereof and that its budget officer or other business official will take such action as is necessary under the laws applicable to Lessee to budget for, seek appropriation for, and include and maintain funds sufficient and available to discharge its obligation to make all payments due during the Total Term of this Lease, pursuant to the provisions of this Lease. All payments shall be applied first to any late payment charges or other amounts due hereunder that are neither interest nor principal, then to interest accrued to the date of payment, and thereafter to the unpaid principal balance.

6. NONAPPROPRIATION OF FUNDS; NONSUBSTITUTION. In the event no funds or insufficient funds are appropriated and budgeted or are not otherwise available in the then-current budget in the Original Term or any Renewal Term for Lease Payments and/or other amounts due under this Lease, then the Lessee will immediately notify the Lessor or its assignee of such occurrence with details as a reason for termination, and the Lease shall terminate on the last day of the Original Term or Renewal Term for which appropriations were received, without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments and other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination due to the nonappropriation of funds by the Council, Lessee agrees, to the extent permitted by law, not to purchase, lease or rent equipment performing functions similar to those performed by the Equipment, and agrees not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Council, at the site where the Equipment is to be located, installed and/or utilized pursuant to this Lease, for a period of ninety (90) days, except for the public health, safety, welfare or convenience of the Council; provided, however, that these restrictions shall not be applicable (i) in the event the Equipment shall be

liquidated by the Lessor and the amount received from said liquidation, less all costs of such sale or disposition, are sufficient to pay the aggregate total of unpaid Lease Payments and other amounts due through the end of the last Original Term or Renewal Term entered or (ii) to the extent that these restrictions are unlawful or would adversely affect the validity of this Lease. Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the amounts due hereunder, or (ii) that may be used solely to prevent a default in the payment of amounts due hereunder. Lessee does not own the Equipment has no right to sell or otherwise dispose of the Equipment, either in whole or in major part, prior to the end of the Total Term. There are no obligations of Lessee which (i) accrue within 30 days of the date hereof; (ii) are incurred pursuant to the same or similar plan of financing as the Lease; and (iii) are expected to be paid from substantially the same source of funds. The officer or official who has executed this Lease on Lessee's behalf is familiar with Lessee's expectations regarding the use of the Equipment and expenditure of funds to procure the Lease; and to the best of his/her knowledge, information, and belief, the facts and estimates set forth herein are accurate and the expectations of Lessee set forth herein are reasonable.

7. AUTHORITY AND AUTHORIZATION. Lessee represents, covenants and warrants, and, as requested by Lessor, will deliver an opinion of counsel to the effect that: (i) Lessee is a political subdivision of the State of Georgia; (ii) the execution, delivery and performance by Lessee of this Lease and each Schedule, and the acquisition of Lessee's rights in and to the Equipment, have been duly authorized by all necessary action on the part of the Lessee and its governing body; (iii) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (iv) Lessee is an "issuer of tax-exempt obligations" because Lessee is a state or political subdivision thereof, Lessee is a constituted authority or district authorized to issue obligations on behalf of the state or political subdivision of the state within the meaning of 26 CFR § 1.103-1(b), or a qualified volunteer fire company within the meaning of 26 U.S.C. § 150(e)(1); (v) no lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period; (vi) no event has occurred which would constitute a default or an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years; (vii) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the Total Term, and use of the Equipment is essential to Lessee's proper, efficient, and economic operation; (viii) the Total Term does not exceed the period of probable usefulness of the Equipment; (ix) Lessee has not made any other funding arrangement with any other party for financing or acquisition of the same or similar Equipment for which it does not have an independent need; (x) Lessee is a governmental unit with general taxing powers, and Lessee shall assure that not in excess of five percent (5%) of the proceeds from the execution and delivery of the Lease is used (directly or indirectly) in a Private Business Use (for purposes hereof, "Private Business Use" shall mean any use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public); (xi) no payment obligation under the Lease is directly or indirectly (A) secured by any interest in (i) property used or to be used for a Private Business Use or (ii) proceeds arising out of such property or (B) to be derived from payments (whether or not to Lessee) arising out of property or borrowed money used or to be used for a Private Business Use; (xii) no portion of the proceeds from the execution and delivery of the Lease is to be used (directly or indirectly) to make or finance loans to persons other than "governmental units," as such term is used in Section 141(c) of the Code; (xiii) Lessee will not take any action or permit or suffer any action to be taken if the result of the same would be to cause payments due pursuant to the Lease to be "federally guaranteed" within the meaning of Section 149(b) of the Code; (xiv) the proceeds from the execution and delivery of the Lease do not constitute a "refunding bond" as that term is defined in Section 149(d)(3) of the Code; (xv) the purpose of the Lease is not to exploit the difference between interest rates available to issuers of tax-exempt obligations and those that are taxable to gain a material advantage and/or increase the burden on the market for tax-exempt obligations in any manner, including by entering an installment purchase contract for a greater amount, executing the same sooner, or permitting it to remain outstanding longer than would otherwise be necessary; (xvi) there are no other funds or accounts established or held by Lessee which are reasonably expected to be used to pay amounts due pursuant to the Lease or which are pledged as collateral for the Lease and for which there is reasonable assurance that amounts therein will be available to pay such amounts on the Lease if Lessee encounters financial difficulties, and Lessee has appropriated sufficient funds in its general operating account to meet its obligations under the Lease for the current fiscal period; (xvii) no other governmental obligations are being issued at substantially the same time and sold pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as the payments due under the Lease; (xviii) the amount shown in Schedule A will be paid directly to vendors to effectuate the purchase and/or assembly of all or part of the Equipment and for no other purpose, no portion of this amount will be deposited in a reserve or replacement fund, and all of such moneys are necessary to finance the Equipment, and Lessee expects that 100% of the proceeds from the execution and delivery of the Lease will be disbursed at or near the closing of the transactions contemplated thereby; (xix) Lessee has entered into substantial binding obligations in connection with the Equipment totaling 100% of the cost of acquisition and installation of the Equipment, and 100% of the "spendable proceeds" (as that term is defined in the Code) of the proceeds of the Lease are expected to be expended to pay Equipment costs; and (xx) the date of execution of the Lease has been determined solely on the basis of bona fide financial reasons, and to obtain a favorable rate of interest, and has not been determined with the intention of abnormally prolonging the period between the execution of the Lease and the disbursement of the proceeds thereof. Nothing herein shall be construed as requiring Lessee to incur debt. Lessee agrees that (i) it will do or cause to be done all things reasonably necessary to preserve and keep this Lease in full force and effect; (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the Original Term, and for each Renewal Term it elects to enter thereafter, including but not limited to Lease Payments, all amounts due in the event of a Gross-Up Event, and all expenses incidental to this Lease and maintenance and insurance of the Equipment; (iv) the official of the Lessee responsible for budget preparation will include in the budget request for each fiscal period the Lease Payments and all other amounts which may be due hereunder to become due during that fiscal period and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal period sufficient to pay the Lease Payments and all other amounts which may be due hereunder for the Total Term; (v) Lessee will submit to the Secretary of the Treasury an appropriate reporting statement as required by the

Code; (vi) Lessee shall provide Lessor a copy of the budget for the Original Term and each successive Renewal Term it enters promptly upon authoritative approval of the budget; (vii) all Lease Payments and other amounts due pursuant to the terms hereof shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor, and in all cases from sources other than ad valorem taxes. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies and the obligations herein associated with return of the Equipment. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under the Lease. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies and the obligations herein associated with return of the Equipment. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under the Lease.

8. TITLE. Pursuant to O.C.G.A. § 36-60-15 or the applicable provision of Georgia law, upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; subject to reversion to Lessor (i) in the event of termination of the Lease pursuant to Section 6 hereof; (ii) upon expiration of the Total Term, if Lessee has not exercised the Purchase Option; or (iii) upon the occurrence of an Event of Default hereunder related to such Equipment, provided that such Event of Default, if curable, is not promptly cured. Upon the occurrence of (i), (ii), or (iii) above, title to the Equipment reverts to Lessor. In the event title to the Equipment reverts to Lessor, Lessee agrees (i) to peaceably surrender possession of the Equipment, in the same condition as it existed upon delivery to Lessee, ordinary wear and tear excepted, to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by the Lessor; (ii) to contemporaneously execute any documentation required to transfer title to the Equipment as determined by Lessor in its sole discretion.; and (iii) that Lessor will have all legal and equitable rights and remedies to take possession of the Equipment, including without limitation those specified in Section 19 hereof.

9. SECURITY INTEREST. Except where unauthorized, in order to secure all of its obligations hereunder and, to the extent permitted by applicable law, all of its obligations under all other agreements with Lessor, Lessee hereby (i) grants to Lessor a first priority security interest in any and all right, title and interest of Lessee in the Equipment and all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that this Lease and the Schedules hereto serve as a security agreement under the laws of Georgia and that Lessor may file a UCC financing statement to perfect and provide public notice of such security interest, and (iii) agrees to execute and deliver any financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

10. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall hold Lessor harmless during the Original Term and any Renewal Term during which this Lease is in effect for any claim(s) to the Equipment asserted by any landlord, creditor or mortgagee, and Lessee shall defend Lessor and the Equipment against any claim(s) to the Equipment during the Original Term and any Renewal Term during which this Lease is in effect, provided that any sums to be expended thereon are available in the budget for the then-current term of this Lease and to the extent permitted by law. Lessee agrees that no claim of any third party shall be deemed to affect the availability of the Equipment for Lessee's use and enjoyment or abate the obligation to pay rent hereunder.

11. LOCATION; INSPECTION. The Equipment shall be delivered to the location specified on Schedule A or, if none is specified, at Lessee's address set forth above, but it shall not be Lessor's obligation to ensure delivery of the Equipment to Lessee, and Lessee shall have no recourse against Lessor in the event delivery is not made by the vendor as agreed. Lessor shall have the right to inspect the Equipment at any reasonable time. Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in Schedule A by Equipment suppliers selected by Lessee. Lessee shall pay all costs related thereto.

12. CARE AND USE OF EQUIPMENT. Lessee, at its own cost and expense, shall maintain the Equipment in good operating condition, repair, and appearance, and shall protect such Equipment from deterioration other than normal wear and tear; shall use the Equipment in the regular course of its activities only (i.e. only for the purpose of performing essential governmental use and public functions within the permissible scope of Lessee's authority), within its normal capacity, without abuse, and in a manner contemplated by the manufacturer thereof; and shall not make modifications, alterations, or additions to the Equipment (other than normal operating accessories or controls), without the written consent of Lessor, which shall not be unreasonably withheld. All modifications, repairs, alterations, additions, replacements, substitutions, operating accessories, and controls shall accrue to the Equipment and become the property of the Lessee, subject to Sections 8, 18, and 19 hereof. Lessor shall have the right, during customary business hours, to enter upon the premises where the Equipment is located in order to inspect, observe, or otherwise protect Lessor's interest, and Lessee shall cooperate in affording Lessor the opportunity to do the same. For the purpose of assuring Lessor that the Equipment will be properly serviced, Lessee agrees to cause the Equipment to be maintained pursuant to the manufacturer's standard preventive maintenance contract and/or recommendations and will provide proof of proper maintenance to the Lessor upon the Lessor's written request. Lessee agrees that Lessor shall not be responsible for any loss or damage whatsoever to the Equipment, nor shall Lessor be responsible for latent defects, wear and tear or gradual deterioration or loss of service or use of the Equipment or any part thereof. Lessee shall insure the Equipment against loss as required herein. Lessor shall not be liable to Lessee or anyone else for any liability, claim, loss, damage, or expense of any kind or nature caused directly or indirectly by the inadequacy of the Equipment, or any item supplied by the vendor or another party, any interruption of use or loss of service, use or performance of any Equipment; and loss of business or other consequence or damage, whether or not resulting from any of the foregoing. Any obligation of Lessee under this Section to pay money shall be limited solely to the payment of such moneys, if any, as shall be then appropriated and budgeted and legally available or otherwise legally available to the Lessee and legally applicable to the purpose for which payment is to be made.

13. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal, if any) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee fails to pay any charges and/or taxes when due, Lessor shall have the right, but shall not be obligated, to pay such charges and/or taxes. If Lessor pays any charges or taxes for which Lessee is

responsible or liable under this Lease, Lessee shall promptly reimburse Lessor therefor. Nothing herein shall be construed as requiring Lessee to incur debt.

14. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from the time the Equipment is shipped by the supplier through the Equipment delivery to Lessor and for the Total Term, from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligations to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately notify Lessor and place the Equipment in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor to the extent permitted by applicable law, will either (a) replace the same with like equipment in good repair (in which event such replacement equipment shall automatically become Equipment hereunder) and deliver to Lessor executed copies of the invoice or bill of sale for the same; or (b) on the next Lease Payment date, pay Lessor all amounts then owed by Lessee to Lessor under this Lease for the then-current Original Term or Renewal Term plus the Purchase Option amount then applicable for said Equipment. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payments and Purchase Option to be made by Lessee with respect to the Equipment which has suffered the event of loss. To the extent not prohibited by applicable law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. Whether or not covered by insurance, and without limiting the foregoing, Lessee hereby assumes responsibility for (a) the selection, manufacture, purchase, acceptance or rejection of the Equipment and the ownership of the Equipment, (b) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (c) the conduct of Lessee, its officers, employees and agents, (d) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs, and (e) any strict liability under the laws or judicial decisions of any state or the United States. To the extent not prohibited by applicable law, these obligations of Lessee shall survive any expiration or termination of this Lease. Lessee shall not bear the risk of loss of the Equipment arising directly from events occurring after said Equipment has been returned by Lessee to Lessor in accordance with the terms of the Lease, or which arise directly from the gross negligence or willful misconduct of Lessor.

15. INSURANCE. Lessee, will, at its expense, maintain at all times during the Original Term and any Renewal Term of this Lease, fire and extended coverage, public liability, (if applicable) vehicle liability, uninsured motorist and collision coverage, and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be reasonably satisfactory to Lessor. In no event will the insurance limits be less than the amount of the Purchase Option price with respect to such Equipment at the beginning of the then-current Original Term or Renewal Term, computed pursuant to Section 16 hereof, plus the aggregate amount of Lease Payments then outstanding. Lessor shall be named as additional insured, and the proceeds of any such policies will be payable to Lessor as its interest shall appear with a lender's loss payable endorsement. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident in excess of Ten Thousand US Dollars (\$10,000.00) involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Nothing herein shall be construed as requiring Lessee to incur debt. Lessee represents and warrants that it has appropriated the funds necessary to insure the Equipment and that its budget official will use all efforts to obtain appropriations for insurance required hereunder for all successive Renewal Terms throughout the Total Term. Lessee shall provide satisfactory evidence of required insurance coverage for all Equipment, and each insurance policy will require that the insurer give Lessor prompt written notice of any amendment to or cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

16. PURCHASE OPTION. At its option at any time prior to termination of the Lease, the Lessee may obtain release of Lessor's interest in the Equipment by paying (a) all Lease Payments and other amounts then due and payable hereunder, (b) all interest accrued and unpaid to the date on which Lessee delivers all amounts required under this subsection to Lessor in good funds, and (c) the Purchase Option amount listed on Schedule B for the last date prior to the date on which Lessee exercises the Purchase Option (if no Purchase Option amount is specified for a date prior to the date on which Lessee chooses to exercise the Purchase Option, Lessee may request calculation of such amount from Lessor). Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

17. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

18. EVENTS OF DEFAULT. The term "Event of Default" as used herein, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Lease Payment (or any other payment), except as specifically provided in Section 6 herein, as it becomes due in accordance with the terms hereof or of any other agreement with Lessor, (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder or under any other agreement with Lessor; or (c) the discovery by Lessor

that any statement, representation, or warranty made by Lessee in this Lease, or in any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect.

19. **REMEDIES.** Upon the occurrence of an Event of Default, irrespective of the applicability of referenced statutory remedies, to the extent not prohibited by applicable law, Lessor may, at its option, exercise any one or more of the following remedies: (a) By written notice to Lessee, where allowed by law, declare an amount equal to such amount then due hereunder to be immediately due and payable, whereupon the same shall become immediately due and payable; provided, however, that the actual amount due as of the date of such acceleration shall be limited to the unpaid principal component and interest component of Lease Payments accrued to the date of expiration of the Original Term or Renewal Term in which such acceleration occurs, together with interest on such amount at the rate of 18% per annum or the maximum rate allowed by applicable law, whichever is lower; (b) By written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (c) Sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Lessee; (d) Proceed by appropriate action either by law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, subject to the limitations of liability contained herein; (e) Exercise any and all rights and remedies accruing to a secured party and any and all rights and remedies accruing to a lessor under the Georgia Code, including without limitation Articles 2A and 9 of Title 11, irrespective of whether the Lease is deemed not to be a true lease by a court of competent jurisdiction; (f) Exercise any and all rights and remedies available under applicable law (including common law, statutory, and equitable rights and remedies); and/or (g) Enforce Lessee's specific performance or seek an injunction to ensure the performance of the provisions hereof requiring surrender of possession of the Equipment and transfer of title to the Equipment to Lessor. Lessee shall, upon request of Lessor after an Event of Default, execute any documentation required to release all rights, title and interest to the Equipment to Lessor as determined by Lessor in its sole discretion. In addition, Lessee will, subject to the limitations of liability contained herein, remain liable for all covenants under this Lease and documents executed in connection herewith. In the event of a default by the Lessee under the provisions of this Lease, the Lessee agrees, subject to the limitations and provisions of applicable law, that it will pay on demand to the Lessor, the reasonable costs and expenses, including attorneys' fees, incurred by the Lessor in the collection of amounts due hereunder or the enforcement of performance or observation of any obligation or agreement by the Lessee. Any obligation of Lessee under this Section to pay money shall be limited solely to the payment of such moneys, if any, as shall be then appropriated and budgeted and legally available or otherwise legally available to the Lessee and legally applicable to the purpose for which payment is to be made during the then-current budget period.

20. **DESIGNATION AS "QUALIFIED TAX- EXEMPT OBLIGATION."** Pursuant to 26 U.S.C. § 265(b)(3), Lessee hereby specifically designates the obligation to make Lease Payments as a "qualified tax-exempt obligation," and hereby covenants that it will comply with all requirements of the Code for such designation. The Lessee hereby represents that it will not designate more than \$10,000,000.00 of obligations issued by Lessee in the calendar year during which the contract is executed and delivered as "qualified tax-exempt obligations." Lessee agrees to file either Form 8038-G, Form 8038-GC or such other forms, as appropriate, with the Internal Revenue Service as to the Lease Payments made hereunder for each reporting year during which the Original Term or any Renewal Term is in effect. If for any reason the Internal Revenue Service does not treat the Lease Payments hereunder as a "qualified tax-exempt obligation" (a "Gross-Up Event"), then Lessee shall, prior to the end of each then-current appropriations period, pay to Lessor the difference between the yield on Lease Payments that would have existed had the Internal Revenue Service treated the Lease Payments as tax-exempt for the then-current appropriations period and the net, after-tax yield Lessor actually realized during the then-current appropriations period.

21. **FINANCIAL INFORMATION.** As soon as they are available after their completion in each fiscal year of Lessee during any term of this Lease, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee and such other information as Lessor may reasonably request.

22. **NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, or by recognized overnight national delivery service to the other party at its address set forth herein or at such address as the party may provide in writing from time to time.

23. **SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision hereof.

24. **GOVERNING LAW.** This Lease shall be construed in accordance with and governed by the laws of the State of Georgia.

25. **DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction(s) contemplated by this Lease. Lessee agrees to execute and/or deliver, as required by and to the satisfaction of Lessor in its sole discretion, any documents and information that may be necessary or convenient to correct any errors or omissions herein or to reflect the intent of the Lessor.

26. **WAIVER OF JURY TRIAL.** Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

27. **PERFORMANCE BONDS.** If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the interest of Lessor under the Lease. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the

acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all Lease Payments then due plus the then-applicable Purchase Option price. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

28. ENTIRE AGREEMENT; SEVERABILITY; WAIVER. This Lease, together with the Acceptance Certificate, Schedules and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease; provided that such invalidation does not render performance of this Lease impracticable or defeat the purpose of this Lease or the basic rights of any party hereto. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

By signing below Lessee hereby warrants and certifies that the governing body of the Lessee has determined that this agreement is in the best interest of the Lessee, approved the entering into this agreement and designated and authorized the person signing below to execute this agreement and related documents on behalf of the Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR: Commercial Credit Group Inc.

By: _____

Name: _____

Title: _____

LESSEE: City of Bainbridge, Georgia

By: _____

Attested to by: _____

(AFFIX OFFICIAL SEAL)

Approved as to form by: _____

City Attorney

SCHEDULE A

DESCRIPTION OF EQUIPMENT :

- (1) 2022 Mack TE64 chassis VIN: 1M2TE2GC5NM007256 with an attached EZ Pack front load body SN: 215663
- (1) 2022 Mack TE64 chassis VIN: 1M2TE2GC5NM006883 with an attached EZ Pack front load body SN: 215662
- (1) 2022 Freightliner M2 chassis VIN: 3ALHCYD21NDNM0321 with an attached Pac-Tech automated side load body SN: BAND28G11210010
- (1) 2022 Freightliner M2 chassis VIN: 3ALHCYD23NDNM0322 with an attached Pac-Tech automated side load body SN: BAND28G11210012
- (1) 2022 Freightliner M2 chassis VIN: 3ALHCYD27NDNM0324 with an attached Pac-Tech automated side load body SN: BAND28G12210014

SUPPLIER OR VENDOR : RDK Assets Inc.
AMOUNT PAYABLE TO VENDOR: \$1,312,153.00
EQUIPMENT LOCATION: 1503 Pierce Street, Bainbridge, GA 39819

SCHEDULE B

PAYMENT SCHEDULE

To the extent this Lease is deemed to create or characterized as creating a loan, for disclosure purposes, the interest portion of Lease Payments hereunder was precomputed at a rate equal to 5.48%.

Date	Payment	Interest	Principal	Purchase Option
11/10/2021				
12/10/2021	28,650.00	5,997.52	22,652.48	
2021 totals	28,650.00	5,997.52	22,652.48	
1/10/2022	28,650.00	6,090.45	22,559.55	
02/10/2022	28,650.00	5,983.90	22,666.10	
03/10/2022	28,650.00	5,308.12	23,341.88	
04/10/2022	28,650.00	5,766.60	22,883.40	
05/10/2022	28,650.00	5,475.98	23,174.02	
06/10/2022	28,650.00	5,549.06	23,100.94	
07/10/2022	28,650.00	5,264.47	23,385.53	
08/10/2022	28,650.00	5,329.50	23,320.50	
09/10/2022	28,650.00	5,219.36	23,430.64	
10/10/2022	28,650.00	4,943.89	23,706.11	
11/10/2022	28,650.00	4,996.72	23,653.28	
12/10/2022	28,650.00	4,727.43	23,922.57	1,010,356.00
2022 Totals	343,800.00	64,655.48	1,289,500.52	
Grand Totals	1,382,806.00	70,653.00	1,312,153.00	

Total Term: 13

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist
LICENSE # 1319
CITY COUNCIL MEETING DATE 11/16/2021
NEW **RENEWAL** **AMENDED**
TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	<input checked="" type="checkbox"/> Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Bob's Package Store

STREET ADDRESS OF BUSINESS 117 W. Louise Street

NAME OF APPLICANT/OWNER Harikishan Patel

NAME OF MANAGER Harikishan Patel

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official SP
- Personal Statement
- Notarized Affidavits if applicable (**required for new owner and manager**)
- Copy of Driver's License or current Photo Identification
- Background Check Payment: YES NO
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety [Signature]
- Approval by Director of Administrative Services [Signature]
- Approval by City Manager and/or, Mayor and City Council _____

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist
LICENSE # 1334
CITY COUNCIL MEETING DATE 11/10/2021
NEW **RENEWAL** **AMENDED**
TYPE OF LICENSE APPLYING FOR:

Allie waiting to get your copy back from Public Safety for agenda

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	<input checked="" type="checkbox"/> Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100

NAME OF BUSINESS Henil Flint River Inc. dba Flint River Wine & Spirits
STREET ADDRESS OF BUSINESS 720 faceville Hwy Ste 1
NAME OF APPLICANT/OWNER Prataggiar Gunsai
NAME OF MANAGER Prataggiar Gunsai

- Completed Application
- Paid Fee
- Signature of Applicant and/or Property Owner
- Distance statement and Approval from Chief Marshall/Building Official _____
- Personal Statement
- Notarized Affidavits if applicable (**required for new owner and manager**)
- Copy of Driver's License or current Photo Identification
- Background Check Payment: YES _____ NO _____
- Privacy Rights (Applicant retains a copy)
- Approval by Director of Public Safety _____
- Approval by Director of Administrative Services _____
- Approval by City Manager and/or, Mayor and City Council _____