

# HABERSHAM COUNTY BOARD OF COMMISSIONERS

## EXECUTIVE SUMMARY

**SUBJECT:** Consider/Approve Resolution #2025-03-002 Authorizing the Chairman to Execute All Necessary Documents Relating to the Financing of the Acquisition, Construction and Installation of a New Animal Control Facility Through a Tax-Exempt Installment Sale Agreement (Series 2025)

**DATE:** March 10, 2025

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

**BUDGET INFORMATION:**

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL-

**PRESENTED BY:** Tim Sims

**COMMISSION ACTION REQUESTED ON:** March 17, 2025

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**PURPOSE:** To get Board approval for Authorizing the Chairman to Execute All Necessary Documents Relating to the Financing of the Acquisition, Construction and Installation of a New Animal Control Facility Through a Tax-Exempt Installment Sale Agreement (Series 2025)

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**BACKGROUND / HISTORY:** The new Animal Control Facility was an approved item in the SPLOST VII program and was budgeted for \$1,750,000 in 2019/2020. Due to increased inflationary costs and design changes directed to staff by the Board, the facility was designed to be sustainable for the next 15-20 years. Early estimates of the building cost are approximately \$7,856,000 to fully fund the facility. Our Financial Advisors gave a presentation on several avenue for financing at the September 16, 2024 meeting and have issued an Request for proposal for a 10 year financing issuance. Davenport received seven (7) proposals back and is recommending PNC Bank for this Financing at a 3.64% rate. This resolution, if approved will Authorize the Chairman to Execute All Necessary Documents Relating to the Financing of the Acquisition, Construction and Installation of a New Animal Control Facility Through a Tax-Exempt Installment Sale Agreement (Series 2025)

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### FACTS AND ISSUES:

- 1) Davenport & Associates, the County's Financial Advisor, issued an RFP for Financing for a 10 year Financing Issuance.
  - 2) The Davenport received seven proposals back ranging from 3.64% to 4.76%..
  - 3) PNC Bank is the recommended Bank for this issuance with at 3.64% interest rate which accounts to almost a \$600,00 savings from the initial estimated cost to the County.
  - 4) This Resolution authorizes the Chairman to execute any and all necessary documents related to the financing during the closing scheduled for the first of April 2025.
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### OPTIONS:

- 1) Approve Authorizing the Chairman to Execute All Necessary Documents Relating to the Financing of the Acquisition, Construction and Installation of a New Animal Control Facility Through a Tax-Exempt Installment Sale Agreement (Series 2025).
  - 2) Deny Authorizing the Chairman to Execute All Necessary Documents Relating to the Financing of the Acquisition, Construction and Installation of a New Animal Control Facility Through a Tax-Exempt Installment Sale Agreement (Series 2025).
  - 3) Commission defined alternative
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**RECOMMENDED SAMPLE MOTION:** TBD

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**DEPARTMENT:**

Prepared by:

Director: \_\_\_\_\_

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**ADMINISTRATIVE  
COMMENTS:**\_\_\_\_\_

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\_\_\_\_\_  
County Manager

**DATE:** \_\_\_\_\_

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**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
HABERSHAM COUNTY AUTHORIZING, AMONG OTHER THINGS,  
THE EXECUTION OF DOCUMENTS RELATING TO THE FINANCING  
OF AN ANIMAL CONTROL FACILITY**

**WHEREAS**, the Board of Commissioners of Habersham County, Georgia (the “County”) determined that it is in the best interest of the County to finance the acquisition of certain real property and the acquisition, construction and installation of improvements located thereon to be used as an animal control facility for the County (collectively the “Project”) with Association County Commissioners of Georgia (the “Seller”); and

**WHEREAS**, in order to facilitate the financing of the Project, the County proposes to convey the land on which the Project will be constructed to the Seller pursuant to a Limited Warranty Deed, dated as of April 1, 2025 (the “Limited Warranty Deed”); and

**WHEREAS**, the County proposes to purchase the Project from the Seller pursuant to an Installment Sale Agreement, dated as of April 1, 2025 (the “Installment Sale Agreement”); and

**WHEREAS**, the Seller’s interest in the Installment Sale Agreement will be assigned to PNC Bank, National Association (the “Lender”) pursuant to an Assignment and Transfer Agreement, dated as of April 1, 2025 (the “Transfer Agreement”), between the Seller, as assignor, and the Lender, as assignee; and

**WHEREAS**, the Seller will execute a Deed to Secure Debt and Security Agreement, dated as of April 1, 2025 (the “Security Deed”) in favor of the Lender; and

**WHEREAS**, the Seller and the Lender have requested that the County execute and deliver an Agreement Regarding Environmental Activity, dated as of April 1, 2025 (the “Environmental Agreement”), among the County, the Seller and the Lender; and

**WHEREAS**, attached hereto are forms of the following documents:

- (1) the Limited Warranty Deed;
- (2) the Installment Sale Agreement;
- (3) the Transfer Agreement;
- (4) the Security Deed; and
- (5) the Environmental Agreement.

**NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED** by the Board of Commissioners as follows:

Section 1. Findings. The obligation of the County to make the payments under the Installment Sale Agreement is annually renewable as provided therein. The obligation of the County to make such payments will not constitute a debt of the State of Georgia or any political subdivision of the State of Georgia, including the County, within the meaning of any constitutional

or statutory limitation on indebtedness. The Installment Sale Agreement does not directly or contingently obligate the County to make any payments beyond those appropriated for the County's then current fiscal year.

Section 2. Authorization of Installment Sale Agreement. The form, terms and provisions of the Installment Sale Agreement presented at this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Installment Sale Agreement was set out in this Resolution in its entirety. The Chairman and Clerk are hereby authorized, empowered and directed to execute, acknowledge and deliver the Installment Sale Agreement. The Installment Sale Agreement shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same to accomplish the purposes of the transactions contemplated therein and in this Resolution. The execution of the Installment Sale Agreement shall constitute conclusive evidence that the Installment Sale Agreement and any and all changes thereto have been approved by the persons executing the same.

The Installment Sale Agreement is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 3. Consent to Transfer Agreement. The Board of Commissioners hereby consents to the form of the Transfer Agreement presented at this meeting, or with such changes as may be hereafter made as shall be in furtherance of the transactions contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to the matters contemplated therein and in this Resolution. The Board of Commissioners hereby further consents to the execution and delivery of the Transfer Agreement by the parties thereto.

Section 4. Consent to Security Deed. The Board of Commissioners hereby consents to the form of the Security Deed presented at this meeting, or with such changes as may be hereafter made as shall be in furtherance of the transactions contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to the matters contemplated therein and in this Resolution. The Board of Commissioners hereby further consents to the execution and delivery of the Security Deed by the parties thereto.

Section 5. Authorization of Environmental Agreement. The form, terms and provisions of the Environmental Agreement presented at this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Environmental Agreement was set out in this Resolution in its entirety. The Chairman and Clerk are hereby authorized, empowered and directed to execute, acknowledge and deliver the Environmental Agreement. The Environmental Agreement shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same to accomplish the purposes of the transactions contemplated therein and in this Resolution. The execution of the Environmental Agreement shall constitute conclusive evidence that the Environmental Agreement and any and all changes thereto have been approved by the persons executing the same.

Section 6. Authorization of Limited Warranty Deed. The form, terms and provisions of the Limited Warranty Deed presented at this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Limited Warranty Deed was set out in this Resolution in its entirety. The Chairman and Clerk are hereby authorized, empowered and directed to execute, acknowledge and deliver the Limited Warranty Deed. The Limited Warranty Deed shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same to accomplish the purposes of the transactions contemplated therein and in this Resolution. The execution of the Limited Warranty Deed shall constitute conclusive evidence that the Limited Warranty Deed and any and all changes thereto have been approved by the persons executing the same.

Section 7. General Authority. The Chairman and Clerk of the County 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 the documents herein authorized and as may be necessary to carry out the purposes and intents of this Resolution.

If the Chairman shall not be able to execute the documents herein authorized or is unwilling to execute the documents herein authorized, the Vice Chairman is hereby authorized to execute the documents on behalf of the County. If the Clerk shall not be able to execute the documents herein authorized or is unwilling to execute the documents herein authorized, the Assistant Clerk is hereby authorized to execute the documents on behalf of the County.

Section 8. Actions Ratified, Approved and Confirmed. All acts and doings of the Board of Commissioners and the officers, employees and agents of the County which are in conformity with the purposes and intents of this Resolution are hereby ratified, approved and confirmed.

Section 9. No Personal Liability. No stipulation, obligation or agreement contained in this Resolution or in the documents authorized hereby shall be deemed to be a stipulation, obligation or agreement of a member of the Board of Commissioners, officer, agent or employee of the County in his or her individual capacity, and no such commissioner, officer, agent or employee of the County shall be personally liable or be subject to personal liability or accountability.

Section 10. Severability of Invalid Provisions. If any one or more of the agreements or provisions contained in this Resolution or the documents authorized hereby shall be held contrary to an express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other valid agreements and provisions.

Section 11. Repealing Clause. All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 12. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted on March 17, 2025.

HABERSHAM COUNTY, GEORGIA

(SEAL)

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

Attest:

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

## **ATTACHMENTS**



After recording return to:

James R. Woodward  
Gray Pannell & Woodward LLP  
336 Hill Street,  
Athens, Georgia 30601

Tax Parcel ID:

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**LIMITED WARRANTY DEED**

**THIS LIMITED WARRANTY DEED** is dated as of the 1<sup>st</sup> day of April, 2025, and is executed by **HABERSHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting through its Board of Commissioners (herein called “Grantor”), in favor of **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA**, a Georgia non-profit corporation (herein called “Grantee”) (the terms Grantor and Grantee to include their respective heirs, legal representatives, successors and assigns where the context hereof requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which are hereby acknowledged by Grantor, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, the real property described in Exhibit “A” attached hereto and by this reference incorporated herein and made a part hereof by this reference.

TO HAVE AND TO HOLD the above-described tract or parcel of land, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

AND, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the lawful claims of all persons whomsoever, claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument the day and year first above written.

**HABERSHAM COUNTY, GEORGIA**

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

(SEAL)

Attest:

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

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

My Commission Expires:

\_\_\_\_\_

(NOTARIAL SEAL)

**EXHIBIT “A”**

**LEGAL DESCRIPTION**



After recording return to:

James R. Woodward  
Gray Pannell & Woodward LLP  
336 Hill Street,  
Athens, Georgia 30601

## **INSTALLMENT SALE AGREEMENT**

Dated as of April 1, 2025

between the

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA**

as Seller

and

**HABERSHAM COUNTY, GEORGIA**

as Purchaser

THE RIGHTS OF THE ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
HEREUNDER (WITH CERTAIN LIMITED EXCEPTIONS) HAVE BEEN ASSIGNED TO  
PNC BANK, NATIONAL ASSOCIATION).

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## INSTALLMENT SALE AGREEMENT

THIS INSTALLMENT SALE AGREEMENT (this “Installment Sale Agreement”), dated as of April 1, 2025, by and between ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA, a nonprofit corporation of Georgia, as seller (the “Seller”), and HABERSHAM COUNTY, GEORGIA (the “County”), as purchaser.

### WITNESSETH

WHEREAS, the Board of Commissioners of the County determined that it is in the best interest of the County to finance the acquisition of certain real property located in the County, as more fully described in Exhibit B hereto (the “Property”) and the acquisition, construction and installation of certain improvements located on the Property to be used as an animal control facility for the County (collectively the “Project”) from the Seller; and

WHEREAS, the Project will be sold by the Seller to the County pursuant to the terms of this Installment Sale Agreement; and

WHEREAS, the Seller will assign its rights in this Installment Sale Agreement (with certain limited exceptions) to PNC Bank, National Association (the “Lender”), and in consideration of such assignment, the Lender will provide funds need to pay the costs of the Project.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I.

### DEFINITIONS AND EXHIBITS

#### Section 1.1. Definitions and Rules of Construction.

Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Installment Sale Agreement, have the meanings specified herein. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Installment Sale Agreement, refer to this Installment Sale Agreement as a whole.

“Act” means O.C.G.A. Section 36-60-13, *et seq.*, as amended.

“Authorized County Representative” means the person or persons at the time designated to act on behalf of the County by written certificate furnished to the Seller and the Lender containing the specimen signature of such person or persons and signed on behalf of the County by the Chairman.

“Basic Payment” means a payment required by Section 4.4(a)(i) hereof, representing a scheduled principal payment of the Installment Sale Amount.

“Bond Counsel” means Gray Pannell & Woodward LLP, or another firm of nationally recognized attorneys at law reasonably acceptable to the Seller and the County and experienced in legal work relating to the issuance of bonds.

“County” means Habersham County, Georgia and its successors and assigns.

“County Documents” means the this Installment Sale Agreement, the Warranty Deed, and the Environmental Agreement.

“Closing Date” means the date of the execution and delivery of this Installment Sale Agreement.

“Completion Date” means that date determined in accordance with Section 4.2 of this Installment Sale Agreement.

“Environmental Agreement” means the Agreement Regarding Environmental Activity, dated as of even date herewith among the County, the Seller and the Lender, as amended from time to time.

“Escrow Agent” means [PNC Bank, National Association], in its capacity as Escrow Agent hereunder.

“Escrow Fund” means the fund created pursuant to Section 3.3(a) hereof.

“Event of Non-appropriation” means a nonrenewal by the County of this Installment Sale Agreement for an Installment Sale Year for which this Installment Sale Agreement has not previously been renewed, determined by (i) the County’s failure, on or before the 1<sup>st</sup> day before each Fiscal Year, to appropriate the Minimum Annual Appropriated Amount, or (ii) actual written notice from the County to the Seller prior to the first business day of the next Fiscal Year that the County will terminate this Installment Sale Agreement at the end of the current Fiscal Year. The Seller, in its sole discretion, may waive an Event of Non-appropriation upon request by the County.

“Fiscal Year” means the twelve-month period extending from July 1 to the succeeding June 30, or such other fiscal year as the County may designate.

“Installment Payment” means a Basic Payment and the corresponding Supplemental Payments. The principal component of and the interest component of the Installment Payments are described in Exhibit A Schedule 2 hereto.

“Installment Sale Amount” means the amount as set forth in Exhibit A Schedule 1 attached hereto and hereby incorporated herein, representing the amount advanced by the Seller for the financing of the Project.

“Installment Sale Year” means a Fiscal Year or portion thereof within the Term of this Installment Sale Agreement.

“Lender” means PNC Bank, National Association and its successors and assigns.

“Limited Warranty Deed” means the Limited Warranty Deed, dated as of even date herewith, executed by the County in favor of the Seller.

“Minimum Annual Appropriated Amount” means an amount equal to the sum of (i) the Basic Payments coming due in such Fiscal Year as set forth in this Installment Sale Agreement; (ii) the Supplemental Payments coming due in such Fiscal Year as set forth in this Installment Sale Agreement; (iii) any amounts owing or expected to come due during the Fiscal Year pursuant to Section 5.1(c) hereof.

“Permitted Encumbrances” means those exceptions to title described in Exhibit B to the Security Deed, which exceptions are acceptable to the Lender.

“Property” means that real property more particularly described in Exhibit B hereto, and by this reference incorporated herein.

“Project” means the financing of a the acquisition of the Property and the acquisition, construction and installation of certain improvements located on the Property to be used as an animal control facility for the County.

“Purchase Price” means the unpaid Basic Payments and accrued Supplemental Payments plus any prepayment premium as set forth in Exhibit A to this Installment Sale Agreement.

“Qualified Investments” means the following:

(a) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated;

(b) bonds or obligations of the County or of the State of Georgia or other states and bonds or obligations of other counties, municipal corporations, and political subdivisions of the State of Georgia;

(c) bonds or other obligations of the United States or of subsidiary corporations of the United States government which are fully guaranteed by such government;

(d) obligations of and obligations guaranteed by agencies or instrumentalities of the United States government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank, the Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence, provided however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(e) bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States government;

(f) certificates of deposit of national or state banks located within the State of Georgia which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State of Georgia which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any such bond proceeds, provided the portion of the certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, must be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State of Georgia, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State of Georgia or of any county or municipal corporation in the State of Georgia, obligations of the United States or

subsidiary corporations described in (c) above, obligations of the agencies of the United States government described in (d) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities described in (e) above;

(g) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(i) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations described in paragraph (c) and (d) above and repurchase agreements fully collateralized by any such obligations,

(ii) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian,

(iii) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value, and

(iv) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State of Georgia; and

(h) interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys.

“Security Deed” means the Deed to Secure Debt and Security Agreement, dated of even date herewith, executed by the Seller in favor of the Lender, as amended from time to time.

“Seller” means Association County Commissioners of Georgia and its successors and assigns.

“Seller Documents” means this Installment Sale Agreement, the Security Deed and the Transfer Agreement.

“State” means the State of Georgia.

“Supplemental Payment” means a payment required by Section 4.4(a)(ii) hereof, representing interest on the Installment Sale Amount.

“Term” shall have the meaning specified in Section 4.3 hereof.

“Transfer Agreement” means the Assignment and Transfer Agreement, dated of even date herewith, executed by the Seller in favor of the Lender, as amended from time to time.

### **Section 1.2. Exhibits.**

The following Exhibits are attached to, and by reference made a part of, this Installment Sale Agreement:

- Exhibit A:     Schedule 1: Basic Terms
- Schedule 2: Installment Payment Amounts
- Exhibit B:     Description of Property
- Exhibit C:     Certificate of Non-Appropriation
- Exhibit D:     Requisition

## ARTICLE II.

### REPRESENTATIONS, COVENANTS AND WARRANTIES

#### Section 2.1. Representations, Covenants and Warranties of the County.

The County represents, covenants and warrants to the Seller as follows:

(a) Due Organization and Existence. The County is a duly created political subdivision of the State and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) No Violations. Neither the execution and delivery of the County Documents and each of the other documents entered into by the County in connection herewith, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or, except as provided in the County Documents, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the County, or upon the Project. The County is not in default under any indenture, loan agreement, mortgage, deed of trust or similar document relating to the borrowing of moneys or any other material contract, lease, or commitment to which it is a party or by which it is bound.

(c) Execution and Delivery. The County has duly authorized and executed the County Documents in accordance with the Constitution and laws of the State.

(d) No Litigation. There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the County, which singly or in the aggregate, if adversely determined, would adversely affect the validity or enforceability of the County Documents or any of the other related agreements or would adversely affect the County's ability to satisfy its obligations hereunder or thereunder in a timely manner.

(e) Compliance with Laws and Regulations. The execution and delivery by the County of the County Documents, all of the other related agreements and the performance of the County's obligations hereunder and thereunder are not in contravention of any laws, orders, regulations or ordinances. The County is in compliance with all laws, orders, regulations and ordinances of all federal and state authorities, the failure to comply with which would have a material adverse effect on the enforceability of the County Documents or its ability to satisfy its obligation hereunder or thereunder in a timely manner.

(f) Tax Covenants. This Installment Sale Agreement is being entered into by the County in compliance with the conditions necessary for the Supplemental Payments payable by the County to be excluded from the gross income of the Lender for federal income tax purposes pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") relating to obligations of the State or municipal corporations thereof. It is the

intention of the County that the Supplemental Payments be and remain excluded from gross income for federal income tax purposes, and, to that end, the County hereby covenants as follows:

(i) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion of the Supplemental Payments from income under Section 103 of the Code.

(ii) It will not directly or indirectly take or omit to take any action in a way that would cause this Installment Sale Agreement to be a “private activity bond” within the meaning of Section 141 of the Code.

(iii) It will not directly or indirectly use or permit the use of the Installment Sale Amount, or any other funds of the County or take or omit to take any action that would cause this Installment Sale Agreement to be an “arbitrage bond” within the meaning of Section 148 of the Code. To that end, the County will comply with all requirements of Section 148 of the Code, including without limitation Section 148(f) thereof, to the extent applicable to this Installment Sale Agreement.

(iv) This Installment Sale Agreement is not and shall not be “federally guaranteed” as defined in Section 149(b) of the Code.

(g) Due Authorization. The County has duly authorized and approved all of the terms and conditions of the Transfer Agreement and the Security Deed.

(h) Reporting Requirements. The County will cause the following documents or information to be delivered to the Lender:

(i) immediately upon becoming aware thereof, notice of the occurrence of any Event of Default specified in Section 8.1 hereof; and

(ii) within 270 days of each Fiscal Year end, the audited financial statements of the County, which audit shall be conducted by an accountant (or a firm thereof) acceptable to the Lender; and

(iii) such other information as the Lender shall reasonably request.

(i) No Pecuniary Interest. No employee of the County has any direct or indirect pecuniary interest in, or will receive or has agreed to receive any compensation with respect to, any contract, lease, purchase, sale, or employment made or to be made in connection with the proposed transaction contemplated by the performance of this Installment Sale Agreement.

(j) Bidding Requirements. All requirements have been, or will be, met and procedures have occurred, or will occur, in order to ensure the enforceability of this Installment Sale Agreement, and the County has complied or will comply with such public bidding requirements as may be applicable to the construction of the Project and this Installment Sale Agreement.

(k) Government Use. During the term hereof, the Project will be used for the purpose of performing one or more essential governmental or proprietary functions of the County, consistent with the permissible scope of the County's authority.

(l) Environmental Condition of Project. The County hereby represents and warrants to the Lender and the Seller, and each of their successors and assigns, that to the best of its knowledge: (i) the Project is now, or upon disbursement of any funds from the Escrow Fund will be, and will continue to be in full compliance in all material respects with all federal, state and local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 *et seq.*, and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613, and (ii)(A) as of the date hereof or the date of said disbursement, there were no hazardous materials, substances, wastes or other environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Project or used in connection therewith, or (B) the County has fully disclosed to the Seller and the Lender in writing the existence, extent and nature of any such hazardous materials, substances, wastes or other environmentally regulated substances, which the County is legally authorized and empowered to maintain on, in or under the Project or use in connection therewith, and the County has obtained or will obtain, and will maintain, all material licenses, permits and approvals required with respect thereto, and is in all material respects in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.

The County covenants and agrees that it will promptly notify the Seller and the Lender of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Project or used in connection therewith, and will transmit to the Seller and the Lender copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Project.

The County further covenants and agrees that the representations and warranties of this Section 2.1(l) in no way limit the representations, warranties, and other provisions of the Environmental Agreement, but instead are in addition and supplemental to the terms of the Environmental Agreement

(m) Obligations Under Security Deed. The County hereby covenants and agrees to perform and discharge each obligation that the Seller has agreed to cause the County to perform or discharge in the Security Deed.

(n) Compliance with Lease Purchase Statute. Without limiting the County's representation of compliance with other laws, the execution and delivery by the County of the County Documents, all of the other related agreements and the performance of the County's obligations hereunder and thereunder are not in contravention of the Act.

## **Section 2.2. Representations, Covenants and Warranties of the Seller.**

The Seller represents, covenants and warrants to the County as follows:

(a) Due Organization and Existence. The Seller is a duly created nonprofit corporation of the State and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) No Violations. Neither the execution and delivery of the Seller Documents and each of the other documents entered into by the Seller in connection herewith, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Seller is now a party or by which the Seller is bound, or constitutes a default under any of the foregoing, or, except as provided in the Seller Documents, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Seller, or upon the Project. The Seller is not in default under any indenture, loan agreement, mortgage, deed of trust or similar document relating to the borrowing of moneys or any other material contract, lease, or commitment to which it is a party or by which it is bound.

(c) Execution and Delivery. The Seller has duly authorized and executed the Seller Documents in accordance with the Constitution and laws of the State.

(d) No Litigation. There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Seller, which singly or in the aggregate, if adversely determined, would adversely affect the validity or enforceability of the Seller Documents or any of the other related agreements or would adversely affect the Seller's ability to satisfy its obligations hereunder or thereunder in a timely manner.

(e) Compliance with Laws and Regulations. The execution and delivery by the Seller of the Seller Documents, all of the other related agreements and the performance of the Seller's obligations hereunder and thereunder are not in contravention of any laws, orders, regulations or ordinances. The Seller is in compliance with all laws, orders, regulations and ordinances of all federal and state authorities, the failure to comply with which would have a material adverse effect on the enforceability of the Seller Documents or its ability to satisfy its obligation hereunder or thereunder in a timely manner.

(f) Tax Covenants. It is the intention of the Seller that the Supplemental Payments be and remain excluded from gross income for federal income tax purposes, and, to that end, the Seller hereby covenants as follows:

(i) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion of the Supplemental Payments from income under Section 103 of the Code.

(ii) It will not directly or indirectly take or omit to take any action in a way that would cause this Installment Sale Agreement to be a "private activity bond" within the meaning of Section 141 of the Code.

(iii) It will not directly or indirectly use or permit the use of the Installment Sale Amount, or any other funds of the Seller or take or omit to take any action that would cause this Installment Sale Agreement to be an “arbitrage bond” within the meaning of Section 148 of the Code. To that end, the Seller will comply with all requirements of Section 148 of the Code, including without limitation Section 148(f) thereof, to the extent applicable to this Installment Sale Agreement.

(iv) This Installment Sale Agreement is not and shall not be “federally guaranteed” as defined in Section 149(b) of the Code.

(g) No Pecuniary Interest. No employee of the Seller has any direct or indirect pecuniary interest in, or will receive or has agreed to receive any compensation with respect to, any contract, lease, purchase, sale, or employment made or to be made in connection with the proposed transaction contemplated by the performance of this Installment Sale Agreement.

(h) Title. As of the Closing Date, the Seller has fee simple title to the Project.

## **ARTICLE III.**

### **SALE OF PROJECT**

#### **Section 3.1. Sale of the Project; Title.**

In consideration of the representations and undertakings of the County in this Installment Sale Agreement, the Seller hereby agrees to sell to the County, and the County hereby agrees to purchase from the Seller, in accordance with the provisions of this Installment Sale Agreement, all the Seller's right, title and interest in and to the Project, and each and every component thereof, as the same may be affected by Permitted Encumbrances; provided, however, that the title to the Project and every component thereof shall be subordinate and subject to the prior lien and encumbrance of the Security Deed until all Installment Payments hereunder, or the Purchase Price, shall have been paid in full, together with all other obligations arising hereunder and any other amounts secured by the Security Deed ("Payment in Full"). Until Payment in Full shall occur, title to the Project shall remain in the Seller. If an Event of Default or an Event of Non-appropriation with respect to this Installment Sale Agreement occurs, the County will then (or, in the case of an Event of Non-appropriation, on the date through which County has paid, or appropriated moneys sufficient to pay the applicable Installment Payments) surrender peaceably possession of the Project to the Seller in good condition and repair, normal wear and tear excepted. The Seller will have all legal and equitable rights and remedies to enforce its rights, including but not limited to, the right to take possession of the Project, and to sell or relet same. On request, the County shall execute and deliver to Seller such instruments as necessary or desirable to vest or confirm in the Seller or its assignee all right, title and interest of County in the Project. After Payment in Full, the Seller shall transfer the Project to the County by limited warranty deed. After Payment in Full, upon the request of the County, the Seller will cancel or cause to be cancelled of record the Security Deed. The County agrees that it will pay all expenses and taxes, if any, applicable to or arising from any transfer of title as herein provided. Notwithstanding anything herein to the contrary, this Installment Sale Agreement, said limited warranty deed and the rights of the County hereunder and thereunder are expressly made subject and subordinate to the prior lien and encumbrance of the Security Deed.

#### **Section 3.2. Warranties.**

THE SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY, AS TO THE CONDITION OF THE PROJECT OR THAT IT WILL BE SUITABLE FOR THE COUNTY'S PURPOSES OR NEEDS.

#### **Section 3.3. Escrow Fund.**

(a) The County shall cause the Escrow Agent to create a special trust fund to be known as the "Habersham County, Georgia 2025 Installment Sale Agreement Escrow Fund" (the "Escrow Fund") to be held in trust by the Escrow Agent.

(b) The Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Fund in Qualified Investments in accordance with written instructions received from the County. The County shall be solely responsible for ascertaining that all proposed investments and

reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, the Escrow Agent shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund, and the County agrees to and does hereby release the Escrow Agent, the Seller and the Lender from any such liability, cost, expenses, loss or claim. Interest on the Escrow Fund shall become part of the Escrow Fund, and gains and losses on the investment of the moneys on deposit in the Escrow Fund shall be borne by the Escrow Fund.

(c) Unless the Escrow Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Fund shall be disbursed by the Escrow Agent in payment of amounts described in Section 4.2(b) hereof upon receipt of written authorization(s) from the County, as is more fully described in Section 4.2 hereof. If the amounts in the Escrow Fund are insufficient to pay such amounts, the County shall provide any balance of the funds needed to complete the Project. Any moneys remaining in the Escrow Fund after the Completion Date shall be applied as provided in Section 4.4(a)(i) hereof.

(d) The Escrow Fund shall be terminated at the earliest of: (i) the final distribution of amounts in the Escrow Fund; (ii) written notice given by the Seller of the occurrence of an Event of Default or an Event of Non-appropriation by the County under this Installment Sale Agreement is received by the Escrow Agent; or (iii) the termination of this Installment Sale Agreement. Upon an Event of Default or an Event of Non-appropriation, the moneys on deposit in the Escrow Fund shall, at the option of the Lender, be applied to (i) the Basic Payments or (ii) the Project.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith.

(f) To the extent allowed by law and unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, the County agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Installment Sale Agreement; and in connection therewith, does indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. The Escrow Agent shall be vested with a lien on and is hereby granted a security interest in all property deposited hereunder, for indemnification, for reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other expense, fees or charges of any character or nature, which may be incurred by the Escrow Agent by reason of disputes arising between the County and the Seller as to the correct interpretation of this Installment Sale Agreement and instructions given to

the Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

(g) If the County and the Seller shall be in disagreement about the interpretation of this Installment Sale Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be reimbursed by the County for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Installment Sale Agreement until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

(i) The Lender shall pay to the Escrow Agent reasonable compensation for all services performed by the Escrow Agent hereunder and also for all reasonable expenses, charges and other disbursements and those of the Escrow Agent's attorneys, agents and employees incurred in and about the administration and execution of the Escrow Fund and the performance of the Escrow Agent's powers and duties hereunder. The County authorizes the Escrow Agent to deduct this compensation directly from the Escrow Fund on no less than an annual basis.

(j) If an amount shall be held in the Escrow Fund from and after the third anniversary of the Closing Date, the County shall direct the Escrow Agent to invest such amount only in (i) obligations described in Section 103 of the Code (excluding "private activity bonds," as defined in Section 141 of the Code) or (ii) securities for which there is an established market, including U.S. Treasury Obligations, State and Local Government Series and for which market price is paid, such securities to have a yield not in excess of the yield on this Installment Sale Agreement, unless the County receives an opinion of Bond Counsel to the effect that investment at a higher rate will not cause this Installment Sale Agreement to become an "arbitrage bond" within the meaning of Section 148 of the Code and will not otherwise adversely affect the exclusion of Supplemental Payments on this Installment Sale Agreement from gross income for federal income tax purposes.

(k) So long as no Event of Non-appropriation or Event of Default occurs hereunder, moneys on deposit in the County's Escrow Fund shall be subject to the interest of the Escrow Agent described in paragraph (f) above, and then to the beneficial interest of the County as provided herein.

## ARTICLE IV.

### **DEPOSIT TO THE ESCROW FUND; AGREEMENT TO ACQUIRE THE PROJECT; TERMINATION OF INSTALLMENT SALE AGREEMENT; INSTALLMENT PAYMENTS; APPROPRIATION**

#### **Section 4.1. Deposit to Escrow Fund.**

The Seller will transfer this Installment Sale Agreement to the Lender pursuant to the Transfer Agreement upon payment of the Installment Sale Amount. The Seller will cause the Installment Sale Amount to be deposited in the Escrow Fund for the payment of the costs of the Project and the costs of issuance. The County agrees to pay any such costs of the Project and costs of issuance in excess of amounts available therefor in the Escrow Fund.

#### **Section 4.2. Project.**

(a) General. The Seller hereby appoints the County as its agent for purposes of acquiring and constructing the Project. Such appointment is irrevocable and is coupled with an interest. The County will arrange for the acquisition and construction of the Project with moneys available in the Escrow Fund. The County represents the estimated costs of the Project are within the funds estimated to be available therefor, and the Seller makes no warranty or representation with respect thereto. Prior to a disbursement from the Escrow Fund, there shall be filed with the Escrow Agent a requisition containing the information specified in sub-paragraph (c) below. Neither the Seller, the Escrow Agent nor the Lender shall be liable under any of the acquisition or construction contracts. The County shall obtain all necessary permits and approvals, if any, for the acquisition and construction of the Project, and the operation and maintenance thereof, which may hereafter become applicable to the Project.

(b) Authorized Escrow Fund Disbursements. Amounts in the Escrow Fund shall be used for the purpose of paying (said term to include the reimbursement of the County for advances from its other funds to accomplish the purposes hereinafter described) the cost of acquiring and constructing the Project, and shall include:

(i) the cost of indemnity and fidelity bonds to insure the faithful completion of any construction contract pertaining to the Project;

(ii) fees and expenses of architects for the preparation of plans and supervising the acquisition and construction of the Project;

(iii) all payments, including those for labor, contractors, builders and materialmen, incurred under the terms of a construction contract for the acquisition and construction of the Project;

(iv) all costs of engineering and architectural services, including the costs of the County incurred in connection with test borings and environmental assessments, if any, surveys, estimates, plans and specifications and preliminary investigations therefor; and

(v) costs of issuance associated with this Installment Sale Agreement.

(c) Requisition Procedure. There shall be filed with the Escrow Agent a requisition for such payment stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due in the form of Exhibit D hereto. Each such requisition shall be signed by the Authorized County Representative.

(d) Completion of Project. The County shall use its best efforts to cause the acquisition and construction of the Project to be completed without undue delay, unforeseeable delays beyond the reasonable control of the County only excepted. Upon completion of the acquisition and construction of the Project, the County shall deliver to the Lender, a certificate of the County stating the fact and date of such completion and stating that all of the costs of said acquisition have been determined and paid (or that all of such costs have been paid less specified claims which are subject to dispute and for which a retention in the Escrow Fund is to be maintained in the full amount of such claims until such dispute is resolved).

(e) Construction. The County shall cause the construction to be carried on continuously in a good and workman like manner in accordance with the plans and specifications approved by the County, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over same.

(f) Conditional Assignment of Construction Documents. If a contractor is hired by the County and if requested by the Lender in writing, the County shall conditionally assign to the Seller all of the County's right, title and interest in the construction contract and the plans and specifications. The County shall obtain any consent of the general contractor or the architect selected and hired by the County in connection with the construction of the Project to such assignments.

(g) Right of Entry and Inspection. The Lender and its representatives and agents shall have the right to enter upon the Project and inspect the same and the improvements thereto from time to time. No right of inspection or approval contained herein shall be deemed to impose upon the Lender any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by the Lender shall be deemed to impose upon the Lender any duty or obligation whatsoever to identify or correct any defects in the improvements or to notify any person with respect thereto, and no liability shall be imposed upon the Lender, and no warranties (either express or implied) are made by the Lender as to the quality or fitness of any improvement, any such inspection and approval being made solely for the benefit of the Lender.

(h) Payment and Performance Bonds. Each contractor entering into a construction contract for the construction of the Project shall be required to furnish a performance bond and a labor and material payment bond as required by O.C.G.A. Section 36-91-1 *et seq.*, as amended, or other applicable provisions of law, copies of which shall be provided to the Seller and the Escrow Agent. In the event of any material default by a contractor under any construction contract or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the County shall promptly proceed, either separately or in conjunction with others, to

pursue diligently its remedies against such contractor and/or against each surety of any bond securing the performance of the construction contract. The net proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including, without limitation, attorneys' fees and costs), and after reimbursement to the County of any amounts theretofore paid by the Lender and not previously reimbursed to the County for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid to the Escrow Agent for deposit into the Escrow Fund and (i) used as agreed by the County and the Seller to remedy any damage, omission, or defect, or (ii) if the County and the Seller agree that no such remedial work is required, used as provided in Section 4.4(a)(i) hereof.

### **Section 4.3. Term of Installment Sale Agreement.**

The Term of this Installment Sale Agreement shall commence on the date hereof and shall end on July 1, 2035 subject to the County's right to terminate this Installment Sale Agreement. This Installment Sale Agreement shall renew automatically from year to year until there occurs an Event of Default or Event of Non-appropriation. This Installment Sale Agreement may be terminated only in accordance with the following paragraph.

The Term of this Installment Sale Agreement will terminate upon the earliest of any one of the following events:

(i) Purchase Option. Upon the exercise by the County of its option to prepay the Purchase Price of the entire Project as provided in Section 4.5 and to terminate the Installment Sale Agreement pursuant to Section 4.7, and the payment of the Purchase Price and any other amounts owing hereunder.

(ii) Payment in Full. Payment in full of the Installment Payments on July 1, 2035.

(iii) By County's Election to Terminate the Installment Sale Agreement Upon Non-appropriation. The occurrence of an Event of Non-appropriation.

The parties intend that this Section 4.3 operate in conformity with, and not in contravention of, the Act. In the event that any provision of this Section 4.3 is determined to conflict with the Act, this Section 4.3 shall be interpreted and implemented in a manner consistent with said statute.

### **Section 4.4. Installment Payments.**

(a) Obligation to Pay. Certain payments due hereunder shall be made as follows:

(i) Basic Payments. Basic Payments specified in Exhibit A Schedule 2 hereto shall be paid by the County on each date specified therein during the term of this Installment Sale Agreement to the Lender.

(ii) Supplemental Payments. Supplemental Payments specified in Exhibit A Schedule 2 hereto shall be paid by the County on each date specified therein during the term of this Installment Sale Agreement to the Lender.

If the payment date is not a business day, the foregoing Installment Payments shall be made on the next succeeding business day; provided, however, interest shall continue to accrue on the Basic Payment until the Installment Payments are actually received by the Lender. Notwithstanding Exhibit A Schedule 2, the last Installment Payment shall be in the amount needed to pay all Basic Payments and Supplemental Payments due hereunder.

(b) Unconditional Obligation. The obligations of the County to make the payments required in Section 4.4(a) hereof or otherwise due hereunder and to perform and observe the other agreements on its part contained herein shall not be affected by any abatements, reductions, set-offs, diminutions, defenses, counterclaims and recoupments for or on account of any claims which County may have, any insolvency, bankruptcy, reorganization or similar proceedings by or against the County, or any other circumstance, happening or event similar to any of the foregoing; nor except as otherwise expressly provided herein, shall this Installment Sale Agreement terminate. Until expiration or termination of the Term, the County (i) will not suspend or discontinue any payments provided for in Section 4.4(a) hereof, (ii) will perform and observe all of its other agreements contained in this Installment Sale Agreement, and (iii) will not terminate the Term for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, any defects in the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any municipal corporation of either or any failure of the Seller to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Installment Sale Agreement. The County may, however, at its own cost and expense and in its own name or in the name of the Seller, prosecute or defend any action or proceeding or take any other action involving third persons which the County deems reasonably necessary in order to insure the acquisition of the Project or to secure or protect its right of possession, occupancy and use hereunder, and in such event the Seller hereby agrees to cooperate fully with the County and to take all lawful action which is required to effect the substitution of County for the Seller in any such action or proceeding if the County shall so request.

(c) Sale and Transfer. The County understands and agrees that pursuant to the Transfer Agreement, the Seller will sell and transfer the Installment Sale Agreement and all of its rights, title and interest hereunder to the Lender (except for the Seller's right to indemnification and attorneys' fees and to receive notices), and the County assents to such transfer.

(d) Current Obligation Only. The provisions of this Section 4.4(d) apply notwithstanding any provisions to the contrary in this Installment Sale Agreement. The Installment Payments and all other payments due hereunder constitute expenses of the County, and the County's obligations hereunder are from year to year only and do not constitute a mandatory payment obligation of the County in any ensuing Installment Sale Year beyond the Installment Sale Year for which this Installment Sale Agreement has last been renewed, and are not in contravention of the Act. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of the County or the State within the meaning of any

constitutional or statutory debt limitation. Neither the execution, delivery, and performance of this Installment Sale Agreement nor the transfer thereof directly or indirectly obligates the County to make any payments hereunder beyond those coming due in the Installment Sale Year for which this Installment Sale Agreement has last been renewed. No judgment may be entered against the County or the State of Georgia for failure to pay any amounts due hereunder, except to the extent that the County has theretofore incurred liability to pay any such amounts prior to the end of the Term of this Installment Sale Agreement under Section 4.3 or as otherwise provided in Section 8.3.

#### **Section 4.5. Accelerated Purchase Option.**

Upon ten days notice, the County shall have the right to prepay all or any portion of the Purchase Price of the Project, at any time on or after January 1, 2030, by paying to the Lender as assignee of the Seller the following prepayment amounts:

- (a) During calendar years 2030 and 2031, 102% of the portion of the Purchase Prices to be Prepaid;
- (b) During calendar years 2032 and 2033, 101% of the portion of the Purchase Price to the Prepaid; and
- (c) During calendar years 2034 and 2035, 100% of the portion of the Purchase Price to be prepaid.

If the County does not pay the Purchase Price in its entirety, such partial prepayment shall be applied to outstanding principal in inverse order of maturity and the Lender shall provide a new payment schedule for Exhibit A.

#### **Section 4.6. Covenant as to Appropriation.**

In the event this Installment Sale Agreement is not otherwise terminated, the County covenants and agrees that it will cause the appropriate officers of the County (i) to request that the governing body appropriate, or determine not to appropriate, no later than the twentieth (20th) day before the end of the current Fiscal Year, the Minimum Annual Appropriated Amount for the succeeding Fiscal Year, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to make all payments due hereunder, including all such actions for such purpose as may be required under the Act. In the event the governing body fails to appropriate the Minimum Annual Appropriated Amount by the day set forth in (i), above, the County will provide a Certificate of Non-Appropriation in the form of Exhibit C attached hereto, to the Seller by the fifteenth (15th) day before the end of the current Fiscal Year.

#### **Section 4.7. Termination of Installment Sale Agreement on Prepayment.**

Upon the exercise by County of the prepayment option to prepay all of the Purchase Price pursuant to Section 4.5 hereof with respect to the Project, the satisfaction of all conditions set forth

in Section 4.5 and the payment of all other amounts due hereunder, the County shall be deemed to have terminated this Installment Sale Agreement.

## **ARTICLE V.**

### **MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS**

#### **Section 5.1. Maintenance, Utilities, Taxes and Assessments.**

(a) Maintenance and Operation. During the term of this Installment Sale Agreement, the County shall, at its own expense, maintain, manage and keep the Project and all the improvements thereon in good order, condition and repair, ordinary wear and tear excepted. It is understood and agreed that in consideration of the payment by the County of the Installment Payments herein provided for, the Seller is only obligated to provide for the financing of the Project in the manner and to the extent herein provided, and neither the Lender nor the Seller shall have any obligation to incur any expense of any kind or character in connection with the maintenance of the Project during the term of this Installment Sale Agreement.

(b) Alterations. The County may make any alterations, additions or improvements to the Project without the Lender's prior written consent provided that such alterations, additions or improvements do not diminish the value or utility of the Project, or impair the condition thereof, below the value, utility or condition thereof immediately prior to such alteration, addition or improvement. All property incorporated or installed in or attached to or added to the Project, as the result of such alteration, addition or improvement shall, without further act, be subject to the Security Deed.

(c) Liens and Taxes. The County shall keep the Project free and clear of all levies, liens, mortgages and encumbrances except for Permitted Encumbrances and those created under this Installment Sale Agreement, the Security Deed and the Transfer Agreement. The County shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the leasing, rental, sale, purchase, possession, ownership or use of the Project, whether imposed upon or payable by the Lender, the Seller or the County. If the County fails to pay said charges and taxes when due, the Seller shall have the right, but shall not be obligated, to pay said charges and taxes. If the Seller or the Lender pays any charge or tax for which the County is responsible or liable under this Installment Sale Agreement, the County shall reimburse the Seller or the Lender for any amounts advanced by the Seller or Lender from the date of payment.

#### **Section 5.2. Insurance.**

The County will, at its expense, maintain at all times during the Term, (a) fire and extended coverage and property damage insurance hereof in an amount equal to the full insurable value of the Project, (b) single limit comprehensive general liability insurance in an amount satisfactory to the Seller and the Lender, and (c) flood insurance (if applicable). All such insurance policies shall have deductible amounts acceptable to the Seller and the Lender, and shall be issued by such insurers as the County shall deem appropriate and that are satisfactory to the Seller and the Lender.

If in furtherance of its obligation under the preceding sentence the County procures an insurance policy, or causes the Project to be covered under an existing policy, each such insurance policy or pool will name the County as an insured and the Seller and the Lender each as an additional insured and loss payee, and will contain a clause requiring the insurer to give and the Seller and the Lender at least thirty (30) days' prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such insurance policies will be payable to the County, the Seller, the Lender or their respective assigns, as their interests may appear. Notwithstanding the foregoing, the County shall satisfy its obligations under this Section 5.2 with respect to property and general liability insurance in the event that it is a participant in the ACCG-Interlocal Risk Management Agency's property and liability fund ("IRMA").

In the event of any loss, theft, destruction, damage, vandalism, injury or accident involving the Project or in the event that title to, or the temporary or permanent use of, the Project or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, prior to the payment of all the Installment Payments, the County will (a) promptly provide the Seller and the Lender with written notice thereof and make available to the Seller and the Lender all information and documentation relating thereto; and (b) promptly use the net insurance or condemnation proceeds received in connection with such casualty or taking by eminent domain, if any, together with other funds (including the County's own funds as described in this Section) (i) to repair or restore the Project to its condition prior to such casualty or taking; or (ii) to exercise its purchase option price with respect to the Project under Section 4.5 hereof. The Seller shall not be responsible for the sufficiency of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise, or settlement of any loss agreed to by the Seller.

## **ARTICLE VI.**

### **DISCLAIMER OF WARRANTIES; CERTAIN PAYMENT OBLIGATIONS**

#### **Section 6.1. Disclaimer of Warranties.**

NEITHER THE SELLER NOR THE LENDER MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE COUNTY OF THE PROJECT. In no event shall the Seller or the Lender be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Installment Sale Agreement for the existence, furnishing, or functioning of the County's use and possession of the Project.

#### **Section 6.2. County's Right to Enforce Warranties.**

The Seller hereby irrevocably appoints the County its agent and attorney-in-fact during the Term of this Installment Sale Agreement, so long as the County shall not be in default hereunder and so long as there is no Event of Non-appropriation hereunder, to assert from time to time whatever claims and rights, including without limitation, warranty claims, claims for indemnification and claims for breach of any representations respecting the Project which the Seller may have against any seller, vendor or contractor. The County's sole remedy for the breach of any such warranty, indemnification or representation shall be against the seller, vendor or contractor with respect thereto, and not against the Seller, nor shall such matter have any effect whatsoever on the rights and obligations of the Seller with respect to this Installment Sale Agreement, including the right to receive full and timely Installment Payments and all other payments due hereunder. The County shall be entitled to retain any and all amounts recovered as a result of the assertion of any such claims and rights, provided, that the County shall apply such amounts as may be required to the repair of defects or omissions that occasioned such claims. The Seller shall, upon the County's request and at the County's expense, do all things and take all such actions as the County may request in connection with the assertion of any such claims and rights.

#### **Section 6.3. Certain Payment Obligations.**

To the extent permitted by law, the County shall and hereby agrees to pay to the Seller, the Escrow Agent, the Lender and any successors, assigns, directors, officers, agents or subrogees the amounts of any and all claims, losses, damages, actions, proceedings, expenses, or liabilities, including reasonable legal fees and expenses and court costs, arising out of or in connection with their services in assisting with the provision or financing of the Project, but not due to the gross negligence or wrongful acts of such parties or breach of their obligations hereunder, including but not limited to claims, losses, damages, actions, proceedings, expenses, or liabilities arising out of (a) the use of the Project by the County, (b) any breach or default on the part of the County in the performance of any of its obligations under this Installment Sale Agreement, (c) any act or negligence of the County or of any of its agents, contractors, servants, employees or licensees with respect to the Project, (d) any act or negligence of any assignee or sublessee of the County with respect to the Project, (e) the construction of the Project or the authorization of payment of the costs thereof by the County, (f) the breach by the County of any representation or warranty of the

County contained in this Installment Sale Agreement or made by the County in connection herewith, or (g) their enforcing any covenants of the County in this Installment Sale Agreement.

In case any action is brought against any party that may be entitled to payment in connection with any matter contemplated under this Section 6.3, and it notifies the County of the commencement thereof, the County will be entitled to participate in, and, to the extent that it chooses to do so, to assume the defense thereof (including the employment of counsel), and the County shall assume the payment of all fees and expenses relating to such defense and shall have the right to negotiate and consent to settlement thereof. Notwithstanding the foregoing, if the defendants in any such action include such an indemnified party and the County, or include more than one indemnified party, and there are legal defenses available to such an indemnified party that are different from or additional to those available to the County or another defendant indemnified party, and which are likely to cause a conflict of interest between the County and such indemnified party, or between other defendant indemnified parties, such indemnified party shall have the right to employ separate counsel in such action (and the County shall not be entitled to assume the defense thereof on behalf of such indemnified party), and in such event the reasonable fees and expenses of such counsel shall be borne by the County. Nothing contained in this Section 6.3 shall preclude any indemnified party, at its own expense, if indemnity is available, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the County hereunder.

The provisions of this Section 6.3 shall survive termination of this Installment Sale Agreement for any reason to the extent that the obligation arose during the Term hereof.

## **ARTICLE VII.**

### **SUCCESSORS, ASSIGNMENT, PLEDGING, SALE AND AMENDMENT**

#### **Section 7.1. Assignment by the Seller.**

Except for the absolute assignment to the Lender as provided herein and the Transfer Agreement, the Seller will not sell the Project and will not assign this Installment Sale Agreement, or its right to receive Installment Payments from the County, without the written consent of the County and the Lender and an opinion of Bond Counsel to the effect that the proposed sale or assignment will not adversely affect the exclusion from gross income for federal income tax purposes of the Supplemental Payments. In addition, no such other assignment or reassignment of the right to receive payments under this Installment Sale Agreement shall be effective unless and until the County shall have received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of each such assignee. The County hereby acknowledges receipt of the Transfer Agreement for purposes of this Section. During the term hereof, the County shall keep, or cause to be kept, a complete and accurate record of all such assignments and reassignments received in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder.

Upon the Seller's assignment of this Installment Sale Agreement to the Lender, all references herein to the Seller (with the exception of such references in Section 6.3 hereof and for the Seller's right to indemnification and attorney's fees and to receive notices) shall be deemed to be references to the Lender and the Lender shall have the right to proceed directly against the County for all payments due hereunder.

#### **Section 7.2. Assignment and Sublease by the County.**

The County will not assign this Installment Sale Agreement or sublease the Project without the written consent of the Seller and the Lender and an opinion of Bond Counsel to the effect that such assignment or sublease will not adversely affect the exclusion from gross income for federal income tax purposes of the Supplemental Payments.

## **ARTICLE VIII.**

### **EVENTS OF DEFAULT AND REMEDIES**

#### **Section 8.1. Events of Default Defined.**

The following shall be “Events of Default” under this Installment Sale Agreement and the terms “Events of Default” and “Default” shall mean, whenever they are used in this Installment Sale Agreement, any one or more of the following events:

- (a) Failure by the County to make any Basic Payment or Supplemental Payment within 10 days of its due date.
- (b) Failure by the County to observe and perform any of its obligations under Sections 4.6 hereof.
- (c) An Event of Non-appropriation.
- (d) Failure by the County to observe and perform any other covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto, other than as referred to in clause (a), (b) or (c) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Seller or the Lender.
- (e) Failure by the County generally to pay its debts as the same become due, or the subjection of any right or interest of the County under this Installment Sale Agreement to any execution, garnishment or attachment, or assignment by the County for the benefit of creditors, or the entry by the County into an agreement of composition with creditors, or the filing of a petition applicable to the County in any insolvency proceedings.
- (f) An event of default under the Security Deed.

#### **Section 8.2. Remedies on Default and Non-appropriation.**

Whenever any Event of Default referred to in Section 8.1 hereof shall have occurred and is continuing, or an Event of Non-appropriation shall have occurred, the Lender may take any one or more of the following remedial steps:

- (a) The Lender may exercise its remedies under the Security Deed;
- (b) The Lender may require the County to furnish copies of all books and records of the County pertaining to the Project; and
- (c) The Lender may take whatever action at law or in equity which may appear necessary or desirable to collect the amounts due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Installment Sale Agreement.

### **Section 8.3. No Remedy Exclusive.**

No remedy conferred herein upon or reserved to the Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Installment Sale Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Seller to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

### **Section 8.4. Agreement to Pay Attorneys' Fees and Expenses.**

In the event that the County should default under any of the provisions hereof and the non-defaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the County contained herein, the County agrees that it will on demand therefor pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

### **Section 8.5. No Additional Waiver Implied by One Waiver.**

In the event any agreement contained in this Installment Sale Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## **ARTICLE IX.**

### **MISCELLANEOUS**

#### **Section 9.1. Notices.**

All notices, certificates or other communications hereunder shall be sufficiently given if sent by certified mail, hand delivery or overnight delivery at the following addresses:

|                   |                                                                                                                                                                              |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to the County: | Habersham County, Georgia<br>Attn: Chairman<br>130 Jacobs Way<br>Suite 202<br>Clarksville, Georgia 30523                                                                     |
| If to the Seller: | Association County Commissioners of Georgia<br>Attn: Executive Director<br>191 Peachtree Street, NE<br>Suite 700<br>Atlanta, Georgia 30303                                   |
| with a copy to:   | Association County Commissioners of Georgia<br>Attn: General Counsel<br>191 Peachtree Street, NE<br>Suite 700<br>Atlanta, Georgia 30303                                      |
| If to the Lender: | PNC Bank, National Association<br>Attn: <span style="background-color: yellow;">                    </span><br>1075 Peachtree Street NE, Ste. 1800<br>Atlanta, Georgia 30309 |

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Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

#### **Section 9.2. Binding Effect.**

This Installment Sale Agreement shall inure to the benefit of and shall be binding upon the Seller and the County and their respective successors and the assigns of Seller.

### **Section 9.3. Severability.**

In the event any provision of this Installment Sale Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

### **Section 9.4. Amendments, Changes and Modifications.**

This Installment Sale Agreement may not be amended or any of its terms modified without the written consent of the Lender.

### **Section 9.5. Further Assurances and Corrective Instruments.**

The Seller and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto or to the Security Deed and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby agreed to be sold or intended so to be or for carrying out the expressed intention of this Installment Sale Agreement.

### **Section 9.6. Execution in Counterparts.**

This Installment Sale Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

### **Section 9.7. Applicable Law.**

This Installment Sale Agreement shall be governed by and construed in accordance with the laws of the State.

### **Section 9.8. Survival.**

The provisions of this Installment Sale Agreement shall survive the Closing Date and the transfer and sale of the Project.

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

Signed, sealed and delivered

**ASSOCIATION COUNTY COMMISSIONERS OF  
GEORGIA**

in the presence of:

\_\_\_\_\_  
Unofficial Witness

By:\_\_\_\_\_  
Secretary and Executive Director

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

(SEAL)

My Commission Expires:

\_\_\_\_\_  
(NOTARIAL SEAL)

Signed, sealed and delivered  
in the presence of:

**HABERSHAM COUNTY, GEORGIA**

\_\_\_\_\_  
Unofficial Witness

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

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

(SEAL)

My Commission Expires:

Attest:

\_\_\_\_\_  
(NOTARIAL SEAL)

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

## EXHIBIT A

### SCHEDULE 1

#### BASIC TERMS:

INSTALLMENT SALE AMOUNT: \$6,850,000

INTEREST RATE: 3.64%<sup>(1)</sup>

#### Default Rate:

Notwithstanding the foregoing, whenever any Event of Default referred to in Section 8.1 hereof shall have occurred and in continuing, and an Event of Non-Appropriation has not occurred, the interest rate for the Supplemental Payments shall equal the greatest of (a) the PNC Prime Rate plus 3.0%, (b) the Overnight Bank Funding Rate plus 3.5%, and (c) 9.0%.

#### Determination of Taxability:

In the event a Determination of Taxability (as hereinafter defined) shall have occurred, the interest rate shall be increased to the Taxable Rate (as hereinafter defined), effective retroactively to the date on which the Supplemental Payments became includable for federal income tax purposes in the gross income of the Lender. In addition, the Lender shall be paid an amount equal to any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States of America by the registered owner thereof as a result of such Determination of Taxability. All such additional interest, additions to tax, penalties and interest shall be paid by the County within sixty (60) days following the Determination of Taxability and demand by the registered owner thereof.

“Determination of Taxability” shall mean any of the following events, if such event(s) occur solely as a result of the action or inaction of the County: (a) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that the Supplemental Payments are includable for federal income tax purposes in the gross income of the registered owner thereof, which notice or notification is not contested by either the County or such registered owner, or (b) a determination by a court of competent jurisdiction that the Supplemental Payments are includable for federal income tax purposes in the gross income of the registered owner thereof, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (c) the admission in writing by the County to the effect that the Supplemental Payments are includable for federal income tax purposes in the gross income of the registered owner thereof.

“Taxable Rate” shall mean the positive difference, if any, between the amount of interest that would be paid during the period of taxability if the Supplemental Payments were at a taxable rate and the amount of interest actually paid as Supplemental Payments.

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<sup>(1)</sup> Based upon a 360-day year comprised of twelve thirty-day months.

SCHEDULE 2

INSTALLMENT PAYMENT AMOUNTS

(See attached.)

EXHIBIT B

DESCRIPTION OF PROPERTY

EXHIBIT C

CERTIFICATE OF NON-APPROPRIATION

Re: Installment Sale Agreement, dated as of April 1, 2025 (the “Installment Sale Agreement”), between Habersham County, Georgia and Association County Commissioners of Georgia

The undersigned officer of Habersham County, Georgia (the “County”) hereby notifies you that the County has not appropriated the Minimum Annual Appropriated Amount (as defined in the Installment Sale Agreement) for the next Fiscal Year.

Dated: \_\_\_\_\_

HABERSHAM COUNTY, GEORGIA

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

EXHIBIT D

FORM OF REQUISITION

In accordance with the terms of the Installment Sale Agreement, dated as of April 1, 2025 (the "Installment Sale Agreement"), between Habersham County, Georgia (the "County") and Association County Commissioners of Georgia, the undersigned hereby requests that PNC Bank, National Association, as escrow agent (the "Escrow Agent") pay the following persons the following amounts from the Escrow Fund created under the Installment Sale Agreement (the "Escrow Fund") for the following purposes. The undersigned Authorized County Representative, designated pursuant to the terms of a closing certificate related to the Installment Sale Agreement, hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by the County, and the same is a proper charge against the County's escrow fund and has not been paid. The bill, invoice or statement of account for such obligation, or a copy thereof, is on file with the County.

(ii) Each obligation for which a disbursement is hereby requested is described on Exhibit "A" hereto together with the name and address of the person, firm or corporation to whom payment is due.

(iii) The undersigned has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts, security interest or other amounts which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which the County is, at the date hereof, entitled to retain.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

Dated: \_\_\_\_\_

HABERSHAM COUNTY, GEORGIA

By: \_\_\_\_\_  
Authorized Representative

After recording return to:

James R. Woodward  
Gray Pannell & Woodward LLP  
336 Hill Street  
Athens, Georgia 30601

STATE OF GEORGIA

COUNTY OF HABERSHAM

**ASSIGNMENT AND TRANSFER AGREEMENT**

THIS ASSIGNMENT AND TRANSFER AGREEMENT (this “Agreement”) is dated as of April 1, 2025, and is executed by ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA (the “Seller”) in favor of PNC BANK, NATIONAL ASSOCIATION (the “Lender”).

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

WHEREAS, the Board of Commissioners of Habersham County, Georgia (the “County”) has determined that it is in the best interest of the County to finance the acquisition of certain real property and the acquisition, construction and installation of improvements located thereon to be used as an animal control facility for the County (collectively the “Project”) from Association County Commissioners of Georgia (the “Seller”); and

WHEREAS, the Project will be sold by the Seller to the County pursuant to the terms of an Installment Sale Agreement, dated as of April 1, 2025 (the “Installment Sale Agreement”), between the Seller and the County; and

WHEREAS, the Seller will assign its rights in the Installment Sale Agreement (with certain limited exceptions) to the Lender pursuant to this Agreement, and in consideration of such assignment, the Lender will provide funds needed to pay the costs of the Project.

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and adequacy thereof being hereby acknowledged, the parties hereto agree as follows:

(a) The Seller hereby absolutely assigns, transfers, conveys and sets over to the Lender all the right, title and interest of the Seller in, under, and by virtue of the Installment Sale Agreement (except for the Seller's right to indemnification and attorney's fees and to receive notices) without recourse to the Seller.

(b) In addition to the Installment Sale Agreement, the Seller hereby assigns, conveys and sets over to the Lender all the right, title and interest of the Seller in, under and by virtue of all construction contracts and architects contracts related to the Project.

(c) In consideration of the assignment and transfer as contemplated by Paragraph (a) and (b) hereof, the Lender shall fund the Installment Sale Amount referred to in the Installment Sale Agreement in the amount of \$6,850,000 on the date hereof. No further payment or advance from the Lender to the Seller or to the County shall be required and such assignment and transfer of the Installment Sale Agreement will be immediately effective.

(d) This Agreement shall not operate to place upon the Seller or the Lender any responsibility for the operation, control, care, management, ownership or repair of the Project.

(e) The Seller shall not further assign its rights in the Installment Sale Agreement except as provided in the Installment Sale Agreement.

(f) The Seller agrees to execute and deliver to the Lender, at any time or times during which this Agreement shall be in effect, such further instruments as the Lender may reasonably require to make effective this Agreement or any assignment and the several covenants of the Seller herein or therein contained.

(g) The Lender shall have the right to further assign and transfer the Installment Sale Agreement and all collateral therefor, and to enter into participations with respect thereto; provided, reasonable notice of such assignment or transfer shall be given to the County.

(h) No change, amendment, modification or, cancellation or discharge of this Agreement, or of any part hereof, shall be valid unless the Lender and the Seller shall have consented thereto in writing.

(i) This Agreement contains the entire agreement of the parties.

(j) The Seller hereby acknowledges and confirms, and irrevocably directs the County to pay to the Lender all Installment Payments under the Installment Sale Agreement. To the extent any such Installment Payments are received by the Seller, the Seller shall immediately transfer such Installment Payments to the Lender.

(k) The terms, covenants and conditions contained herein shall inure to the benefit of, and bind, the Lender and the Seller and their respective legal representatives, successors and assigns. There shall be no third-party beneficiaries of this Agreement.

(l) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(m) Unless the context requires otherwise, capitalized terms used herein shall have the meanings ascribed thereto in the Installment Sale Agreement.

IN WITNESS WHEREOF, the Seller and Lender have caused this Agreement to be executed by their duly authorized officers and their seals to be impressed hereon, all as of the date first above written.

**ASSOCIATION COUNTY COMMISSIONERS OF  
GEORGIA**

(SEAL)

By: \_\_\_\_\_  
Secretary and Executive Director

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

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

My Commission Expires:

\_\_\_\_\_

(NOTARIAL SEAL)

The Lender has executed this Agreement for the purposes of acknowledging its rights hereunder.

**PNC BANK, NATIONAL ASSOCIATION**

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

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

My Commission Expires:

\_\_\_\_\_

(NOTARIAL SEAL)



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***TAX PARCEL ID:*** \_\_\_\_\_

After recording,  
please return to:

Gray Pannell & Woodward LLP  
336 Hill Street  
Athens, Georgia  
(678) 705-6280  
Attn: James R. Woodward, Esq.

Maturity Date: July 1, 2035  
Loan Agreement: \$6,850,000  
Intangible Taxes Due: \$0

THIS INSTRUMENT IS TO BE FILED AND INDEXED IN THE REAL ESTATE RECORDS OF HABERSHAM COUNTY, GEORGIA.

A PUBLIC AUTHORITY IS A PARTY TO THIS INSTRUMENT; CONSEQUENTLY, PURSUANT TO SUBSECTION (a) OF RULE 560-11-8-.14 OF THE RULES OF THE GEORGIA DEPARTMENT OF REVENUE, NO GEORGIA INTANGIBLES RECORDING TAX IS DUE IN CONNECTION WITH THE RECORDING OF THIS INSTRUMENT UNDER O.C.G.A § 48-6-61.

THIS INSTRUMENT IS A “CONSTRUCTION MORTGAGE” AS THAT TERM IS DEFINED IN ARTICLE 9 § 11-2A-309(1)(d) AND § 11-9-334(h) OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, AND SECURES AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF IMPROVEMENTS UPON LAND.

**STATE OF GEORGIA        )**

**HABERSHAM COUNTY    )**

**DEED TO SECURE DEBT AND SECURITY AGREEMENT**

THIS DEED TO SECURE DEBT AND SECURITY AGREEMENT (this “Security Deed”), is dated as of April 1, 2025, and is executed by ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA (the “the Seller”) in favor of PNC BANK, NATIONAL ASSOCIATION (the “Grantee”).

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THIS SECURITY DEED DOES NOT SECURE A “LONG TERM NOTE” AS DEFINED IN OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 48-6-60(2) AND THEREFORE IS NOT SUBJECT TO THE INTANGIBLE RECORDING TAX.

WITNESSETH:

WHEREAS, the Board of Commissioners of Habersham County, Georgia (the “County”) has determined that it is in the best interest of the County to acquire certain real property and acquire, construct and install improvements located thereon to be used as an animal control facility for the County (the “Project”) from the Seller; and

WHEREAS, the Project will be sold by the Seller to the County pursuant to the terms of an Installment Sale Agreement, dated as of April 1, 2025 (as amended, restated, supplemented, or otherwise modified from time to time, the “Installment Sale Agreement”), between the Seller and the County; and

WHEREAS, the Seller will assign its rights in the Installment Sale Agreement (with certain limited exceptions) to PNC Bank, National Association (the “Lender”) pursuant to an Assignment and Transfer Agreement, dated as of April 1, 2025, executed by the Seller in favor of the Lender, and in consideration of such assignment, the Lender will advance funds needed to pay the costs of the Project (the “Advanced Funds”); and

WHEREAS, the Lender is requiring the execution of this Security Deed in order to advance such Advanced Funds and in order to secure the “Obligations” (hereinafter defined) which mature on or before July 1, 2035.

ARTICLE I

GRANTING CLAUSES

Section 1.1 THAT FOR AND IN CONSIDERATION of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the Obligations, the Seller does hereby (a) grant, bargain, sell, convey, assign, transfer, pledge, and set over unto the Lender with the power of sale the following described property: (i) all those certain tracts, pieces or parcels of land more particularly described in Exhibit A hereto (the “Land”); (ii) the easements, interests in land, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, tenements, hereditaments and appurtenances in any way belonging, relating or appertaining to the Land or any part thereof (the “Interests in Land”); and (iii) the buildings, structures and improvements located on the Land, including, but not limited to the Building (together with the Land and the Interest in Land, the “Real Property”) and (b) grant a security interest all machinery, apparatus, fittings, equipment, chattels and articles of personal property acquired with the proceeds of the Advanced Funds and all repairs, additions, accessions, renewals, and replacements thereof, all substitutions therefor and the proceeds therefrom, both cash and non-cash (the “Equipment” and together with the Real Property, the Project”).

Section 1.2 IN EACH CASE, whether now owned or hereafter acquired by the Seller and howsoever its interest therein may arise or appear (whether by ownership, lien, security

interest, claim, or otherwise) and whether due or to become due and whether or not earned by performance.

Section 1.3 TO HAVE AND TO HOLD the Project to the use, benefit and behoof of the Grantee, IN FEE SIMPLE (or such lesser estate as may be held by the Seller), subject to those matters expressly set forth as exceptions in Exhibit B hereto.

Section 1.4 THIS SECURITY DEED is a deed passing the title to the Project to the Grantee and is made under the laws of the State of Georgia relating to deeds to secure debt, and is not a mortgage, and is given to secure the payment of the following described obligations (collectively, the "Obligations"): (a) the payment of all the obligations of the County described in (i) the Installment Sale Agreement notwithstanding the termination of the Installment Sale Agreement or the invalidity of the Installment Sale Agreement as to the County in whole or in part, which Installment Sale Agreement is in the principal amount of SIX-MILLION EIGHT-HUNDRED-FIFTY THOUSAND dollars (\$6,850,000) and (ii) the Environmental Agreement (as defined in the Installment Sale Agreement), together with all renewals, modifications, consolidations, replacements and extensions of the Installment Sale Agreement and the Environmental Agreement; and (b) any and all additional indebtedness or liabilities owed by the Seller to the Lender or the Grantee with respect to the acquisition, development, construction or financing of the Project, and (c) any and all additional advances made or costs or expenses incurred by the Lender or the Grantee to protect or preserve the Project or the security interest created hereby, or for taxes, assessments or insurance premiums, or for performance of any of the Obligations hereunder or for any purpose referred to in Section 2.3 hereof, or for any other purpose provided herein (whether or not the original Seller remains the owner of the Project at the time of such advances are made or costs or expenses incurred). This Security Deed is expressly made prior and senior to the Installment Sale Agreement and to the conveyance of the Project made pursuant thereto. The Seller and the parties to the Sublease shall execute a subordination, non-disturbance and attornment agreement with respect to such Sublease (as defined in the Installment Sale Agreement).

Section 1.5 SHOULD THE OBLIGATIONS BE PAID according to the tenor and effect thereof when the same shall become due and payable, and should the Seller perform all covenants herein contained in a timely manner, then this Security Deed shall be canceled and surrendered.

Section 1.6 NOTWITHSTANDING ANYTHING HEREIN OR IN THE OTHER DOCUMENTS OR CLOSING DOCUMENTS TO THE CONTRARY, THE LIABILITY OF SELLER WITH RESPECT TO ITS OBLIGATIONS HEREUNDER OR THEREUNDER SHALL BE LIMITED TO ITS INTEREST IN THE PROJECT, AND NO PERSONAL LIABILITY OR RESPONSIBILITY, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, IS ASSUMED BY SELLER, NOR SHALL ANY PERSONAL LIABILITY OR RESPONSIBILITY BE ASSERTED OR ENFORCEABLE AGAINST THE UNDERSIGNED, ALL SUCH PERSONAL LIABILITY OR RESPONSIBILITY BEING HEREBY EXPRESSLY WAIVED BY THE GRANTEE.

## ARTICLE II

### COVENANTS AND AGREEMENTS

Section 2.1 Security Agreement. This Security Deed is hereby made and declared to be a security agreement encumbering each and every item of personal property included herein as a part of the Project to the extent that such personal property constitutes fixtures (the "Personal Property"), in compliance with the provisions of the Uniform Commercial Code as enacted in the jurisdiction applicable thereto (the "Code"). The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Security Deed shall be as prescribed herein, or as prescribed by general law, or as prescribed by the Code, all at the Grantee's election in the discretion of the Grantee, but only at the direction of the Lender. To secure the prompt payment and performance of the Obligations, the Seller hereby grants to the Lender a continuing security interest in and lien upon the Personal Property and all accessions to, substitutions and replacements for, and products and cash and non-cash proceeds of the Personal Property, including, without limitation, all payments of insurance (whether or not the Grantee or the Lender is the loss payee thereof) and any indemnity, performance, labor, and material payment bond, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to the Personal Property.

Section 2.2 Further Assurances: After-Acquired Property. The Seller shall, and shall cause the County to, execute and/or deliver (and pay the costs of preparation and recording thereof) to the Grantee, upon demand, any further instrument or instruments so as to evidence, reaffirm, correct, perfect, continue or preserve the obligations of the Seller or the County under this Security Deed, the Installment Sale Agreement and the Environmental Agreement (collectively, the "Documents"), the collateral at any time securing or intended to secure the Documents, and the first and prior legal security title and interest of the Grantee to all or any part of the Project, whether now owned or hereafter acquired by the Seller or the County. Upon any failure of the Seller or the County so to do, the Grantee may, at the direction of the Lender, make, execute, record, file, re-record and/or re-file any and all such instruments for and in the name of the Seller or the County, and the Seller hereby, and shall cause the County to, irrevocably appoint the Grantee agent and attorney-in-fact to do so. The security title and security interest of this Security Deed and the security title and security interest created hereby will automatically attach, without further act, to all after-acquired property attached to or used in the operation of the Project or any part thereof.

Section 2.3 Expenses. There shall be included in the Obligations secured hereby all reasonable costs and expenses of any kind (including reasonable fees of attorneys, auditors, appraisers and inspectors) paid or incurred by the Lender or the Grantee relating to the Obligations or the Documents, including those paid or incurred in connection with the commitment, negotiation, documentation, preparation, closing, disbursement, or administration of the Obligations or any one or more of the Documents, or in connection with the collection of any insurance or other proceeds or enforcement of any rights of the Lender or the Grantee under or relating to this Security Deed or the other Documents, including the costs of any suits or proceedings or disputes of any kind in which the Lender or the Grantee is made or appears as a party plaintiff or defendant or which are, in the judgment of the Lender or the Grantee, expedient

to preserve or protect its interest in the Project (including condemnation, insolvency, bankruptcy or probate proceedings, administrative proceedings, proceedings relating to enforcement of laws or regulations, forfeiture proceedings, and appeals at all levels of appeal, whether before or after entry of judgment or other determination). There shall be included in the Obligations secured hereby all interest and penalties owing on account of the Obligations or any one or more of the Documents, including any interest or penalties arising on account of failure or delay in payment of any of the items referred to in this provision. There shall be included in the Obligations secured hereby all reasonable costs and expenses (including reasonable attorney's fees and fees of auditors, appraisers and inspectors) in connection with the collection of the Obligations, or any portion thereof, after maturity (whether in due course or by acceleration). All such costs, expenses, penalties and interest paid or incurred by the Lender or the Grantee shall be considered due and payable by the County immediately upon their incurrence.

Section 2.4 Conveyance or Encumbrance. The Seller (except to the County as contemplated by the Installment Sale Agreement) shall not encumber, pledge, convey, transfer or assign any or all of its interests in the Project, or execute or consent to any instrument or matter which might affect the title to the Project, or acquire any portion of the Personal Property covered by this Security Deed subject to any charge or lien, without the prior written consent of the Lender, which consent shall be given or withheld by the Lender at its discretion.

## ARTICLE III

### DEFAULT AND REMEDIES

Section 3.1 Defaults. The term “Default,” wherever used in this Security Deed, shall mean any one or more of the following events: (a) a failure in payment of any portion of the Obligations; or (b) the breach or failure by the Seller or the County to perform, observe and satisfy all other terms, covenants, conditions and agreements contained in this Security Deed or in any of the other Documents and the continuance thereof for a period of thirty (30) days after the giving of notice thereof by the Grantee to the Seller and the County (which notice may be given as provided in the Installment Sale Agreement); or (c) any warranty or representation of the Seller or the County contained in this Security Deed or in any other of the Documents, or any material information relating to the Obligations or the Documents given to the Grantee or the Lender by the County or the Seller, or by any other party on behalf of or at the request of the Seller or the County, being untrue or misleading in any material respect; or (d) a levy shall be made under any process on the Project or any part thereof; or (e) the assertion of any claim of priority to this Security Deed, by title, lien or otherwise in any legal or equitable proceeding; or (f) the Seller or the County commences the process of liquidation or dissolution, or its statutory authority is revoked; or (g) the subjection of the Project to actual or threatened waste, or the removal, demolition, or material alteration of any material part thereof without the prior written consent of the Lender; or (h) any mechanic’s, materialmen’s, laborer’s, statutory or other lien is filed against the Project or any portion thereof and not totally released or removed as a lien against the Project and every part thereof (by bonding, payment or otherwise) within thirty (30) days after the date of filing thereof; or (i) any suit shall be filed against the Seller or the County which, if adversely determined, could reasonably be expected substantially to impair the ability of the Seller or the County to perform each and every one of its obligations under the Documents; or (j) all or any substantial portion of the Project shall be taken through condemnation, or any portion of the Project shall be damaged by or taken through condemnation and the value thereof shall, in the discretion of the Lender, be materially diminished, either temporarily or permanently; or (k) the occurrence of an “Event of Default” or an “Event of Non-appropriation” under the Installment Sale Agreement; or (l) the failure of this Security Deed to grant to the Grantee a valid, binding and enforceable first lien on and/or security interest or title in and to the Project of the Personal Property, or the failure of any one or more of the Documents to be legal, valid, binding upon and enforceable against all parties thereto (other than the Lender), or the claim by any party (other than the Grantee) to any one or more of the Documents that any one or more of the Documents is not legal, valid, binding upon and enforceable against all parties thereto (other than the Grantee).

Section 3.2 Rights of Grantee Upon Default. If a Default shall have occurred, then all or any part of the Obligations shall, subject to the County’s right to terminate the Installment Sale Agreement, at the option of the Grantee, immediately be deemed due and payable without notice or demand, time being of the essence, and the Grantee, at the direction of the Lender, at the Lender’s option, may do any one or more of the following (and, if more than one, either concurrently or independently, and in such order as the Lender may determine in its discretion), in addition to its other remedies under the Documents, all without regard to the adequacy or value of the security for the Obligations:

(a) Enter upon and take possession of the Project without the appointment of a receiver, or an application therefor; at its option, operate the Project; at its option, exclude the Seller, the County and their agents, employees and assigns wholly therefrom; at its option, employ a managing agent of the Project; and at its option, exercise any one or more of the rights and powers of the Seller to the same extent as the Seller could, either in its own name, or in the name of the Seller; and receive the rents, incomes, issues and profits of the Project. The Grantee shall have no obligation to discharge any duties of a landlord to any tenant or to incur any liability as a result of any exercise by the Grantee of any rights hereunder; and the Grantee shall not be liable for any failure to collect rents, issues, profits or revenues, nor liable to account for any rents, issues, profits or revenues unless actually received by the Grantee.

(b) Apply, as a matter of strict right, without notice and without regard to the solvency of any party bound for its payment, for the appointment of a receiver to take possession of and to operate the Project and to collect and apply the incomes, rents, issues, profits and revenues thereof.

(c) Pay, perform or observe any term, covenant or condition of this Security Deed and any of the other Documents and all payments made or costs or expenses incurred by the Grantee in connection therewith shall be secured hereby. The necessity for any such actions and the amounts to be paid shall be determined by the Grantee in its discretion. The Grantee is hereby empowered to enter and to authorize others to enter upon the Project or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to the Seller, the County or any person in possession holding under the Seller or the County. The Seller hereby acknowledges and agrees, and shall cause the County to acknowledge and agree, that the remedies set forth in this Paragraph 3.2(c) shall be exercisable by the Grantee, and any and all payments made or costs or expenses incurred by the Grantee in connection therewith shall be secured hereby.

(d) Sell the Project or any part of the Project at one or more public sale or sales at the usual place for conducting sales of the County in which the Land or any part of the Land is situated, to the highest bidder for cash, in order to pay the Obligations, and all expenses of sale and of all proceedings in connection therewith, including reasonable attorney's fees, after advertising the time, place and terms of sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in which sheriff's sales are advertised in said County, all other notice being hereby waived by the Seller. At any such public sale, the Grantee may execute and deliver to the purchaser a conveyance of the Project or any part of the Project in fee simple, with full warranties of title, and to this end the Seller hereby constitutes and appoints the Grantee the agent and attorney-in-fact of the Seller to make such sale and conveyance, and thereby to divest the Seller and the County of all right, title and equity that the Seller or the County may have in and to the Project and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed, and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon the Seller. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and shall not be exhausted by one exercise thereof but may be exercised until full payment of all of the Obligations. In the event of any sale under this Security Deed by virtue of the exercise of the powers herein granted, or

pursuant to any order in any judicial proceeding or otherwise, the Project may be sold as an entirety or in separate parcels and in such manner or order as the Grantee in its discretion may elect, and if the Grantee so elects, the Grantee may sell the personal property covered by this Security Deed at one or more separate sales in any manner permitted by the Code, and one or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Project is sold or the Obligations are paid in full. The Grantee may, at its option, sell the Project subject to the rights of any tenants of the Project, and the failure to make any such tenants parties to any foreclosure proceedings and to foreclose their rights will not be asserted by the Seller to be a defense to any proceedings instituted by the Grantee to collect the Obligations. If the Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, the Grantee may at its option exhaust the remedies granted under any of said security either concurrently or independently, and in such order as the Grantee may determine in its discretion. Upon any foreclosure sale, the Grantee may bid for and purchase the Project and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price. In the event of any such foreclosure sale by the Grantee, the Seller shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over. In case the Grantee shall have proceeded to enforce any right, power or remedy under this Security Deed by foreclosure, entry or otherwise or in the event the Grantee commences advertising of the intended exercise of the sale under power provided hereunder, and such proceeding or advertisement shall have been withdrawn, discontinued or abandoned for any reason, then in every such case (i) the Seller and the Grantee shall be restored to their former positions and rights, (ii) all rights, powers and remedies of the Grantee shall continue as if no such proceeding had been taken, (iii) each and every Default declared or occurring prior or subsequent to such withdrawal, discontinuance or abandonment shall be deemed to be a continuing Default, and (iv) neither this Security Deed, nor the Obligations, nor any other Document shall be or shall be deemed to have been reinstated or otherwise affected by such withdrawal, discontinuance or abandonment; and the Seller hereby expressly waives the benefit of any statute or rule of law now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with this sentence.

(e) The Grantee may apply any moneys and proceeds received by the Grantee as a result of the exercise by the Grantee of any right conferred under this Section 3.2 in such order as the Grantee in its discretion may elect against (i) all costs and expenses, including reasonable attorneys' fees, incurred in connection with the operation of the Project; (ii) all costs and expenses, including reasonable attorneys' fees, incurred in the collection of any or all of the Obligations, including those incurred in seeking to realize on or to protect or preserve the Grantee's interest in any other collateral securing any or all of the Obligations; (iii) any or all unpaid principal on the Obligations; (iv) any other amounts owing under the Documents; and (v) accrued interest and charges on any or all of the foregoing. Any residual after such application shall be paid to the County.

## ARTICLE IV

### GENERAL CONDITIONS

Section 4.1 No Waiver: Remedies Cumulative. No delay or omission by the Grantee or the Lender to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Default, or acquiescence therein, and every right, power and remedy given by this Security Deed to the Grantee may be exercised from time to time and as often as may be deemed expedient by the Grantee or the Lender. No consent or waiver, expressed or implied, by the Grantee or the Lender to or of any Default shall be deemed or construed to be a consent or waiver to or of any other Default. No delay, indulgence, departure, act or omission by the Grantee or the Lender shall release, discharge, modify, change or otherwise affect the obligations of the Seller or the County or any subsequent purchaser of the Project or any part thereof, or preclude the Grantee or the Lender from exercising any right, privilege or power granted herein or alter the security title, security interest or lien hereof. No right, power or remedy conferred upon or reserved to the Grantee or the Lender hereunder is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the other Documents or now or hereafter existing at law, in equity or by statute.

Section 4.2. No Obligation to Third Parties. Nothing contained herein, whether express or implied, is intended to confer upon any other party other than the parties hereto, the County and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto, the Lender and the County is entitled to rely in any way upon the warranties, representations, obligations, indemnities, or limitations of liability whatsoever contained herein.

Section 4.3 Miscellaneous. This Security Deed shall inure to the benefit of and be binding upon the Seller, the Grantee, and the Lender and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns, subject to all restrictions on transfers herein. The Documents (and any interest therein) are assignable by the Lender, and any assignment of the Documents by the Lender shall operate to vest in the assignee all rights and powers conferred upon and granted to the Lender by the Documents; and, in the event of any such assignment of the entire interest of the Lender in the Documents, the Lender shall be relieved of all obligations and liabilities under the Documents; the Documents may not be assigned by the Seller without the prior written consent of the Lender, which may be given or withheld at the discretion of the Lender. Reasonable notice of any such assignment shall be given to the Lender. The Documents may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge or termination is sought with the prior written consent of the Lender. The Documents contain the entire agreement among the Seller, the Grantee and the Lender and between the Seller and the County relating to the transactions contemplated hereby and supersede entirely any and all prior written or oral agreements with respect thereto; and the Seller, the Grantee and the Lender acknowledge and agree that there are no contemporaneous oral agreements with respect to the subject matter hereof. Nothing contained in the Documents shall be construed to create an agency, partnership or joint venture among the Seller, the County, the Grantee and the Lender. All personal pronouns used in

the Documents whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of articles and sections in the Documents are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions thereof. If more than one person or entity constitutes the Seller, all of the provisions of the Documents referring to the Seller shall be construed to refer to each such person or entity individually as well as collectively. When anything is described in the Documents in general terms and one or more examples or components of what has been described generally is associated with that description (whether or not following the word “including”), the examples or components shall be deemed illustrative only and shall not be construed as limiting the generality of the description in any way. Wherever in the Documents the approval or consent of the Grantee or the Lender is required or permitted, or wherever a requirement of the Grantee or the Lender or the standard of acceptability or satisfaction of the Grantee or the Lender must be determined, such approval, consent or determination of the Grantee or the Lender, as applicable, shall not be unreasonably exercised; provided, however, that wherever it is indicated that such approval, consent or determination is to be given or made at the option or in the discretion or judgment of the Grantee or the Lender, then the Grantee or the Lender may grant or withhold such approval or consent or make such determination without restriction in its sole and absolute discretion. If any provisions of the Documents or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of each of the Documents and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Time is of the essence with respect to each and every covenant, agreement and obligation of the Seller under the Documents. All exhibits referred to in the Documents are by such reference incorporated into the Documents as if fully set forth therein.

Section 4.4 Notices. All notices, certificates or other communications hereunder shall be sufficiently given if sent by certified mail, hand delivery or overnight delivery at the following addresses:

If to the Lender:

PNC Bank, National Association  
**Attention:**  
1075 Peachtree Street, Ste. 1800  
Atlanta, Georgia 30309

If to the Seller:

Association County Commissioners of Georgia  
Attention: Executive Director  
191 Peachtree Street, N.E.  
Suite 700  
Atlanta, GA 30303

with a copy to:

Association County Commissioners of Georgia  
Attention: General Counsel  
191 Peachtree Street, N.E.  
Suite 700  
Atlanta, GA 30303

If to the County:

Habersham County, Georgia  
Attention: Chairman  
130 Jacob's Way,  
Suite 301  
Clarksville, GA 30523

Section 4.5 Additional Obligations. There shall be included in the Obligations secured hereby all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorneys' fees and expenses) imposed upon or incurred by the Grantee or the Lender by reason of (a) any claim for brokerage fees or other such commissions relating to the Project or the Obligations, or (b) the condition of the Project, or (c) failure to pay recording, mortgage, intangibles or similar taxes, fees or charges relating to the Installment Sale Agreement or any one or more of the Documents, or (d) the Documents or any claim or demand whatsoever which may be asserted against the Grantee or the Lender by reason of any alleged action, obligation or undertaking of the Grantee or the Lender, as applicable, relating in any way to the Obligations or to any matter contemplated by the Documents. In the event either the Grantee or the Lender incurs any liability, loss or damage arising out of or in any way relating to the transaction contemplated by the Documents (including any of the matters referred to in this section), the amounts of such liability, loss or damage shall be added to the Obligations, shall bear interest at the interest rate specified in the Installment Sale Agreement from the date incurred until paid and shall be deemed payable and due by the County on its incurrence.

Section 4.6 Greater Estate. In the event that the Seller is the owner of a leasehold estate with respect to any portion of the Project and the Seller obtains a fee estate in such portion of the Project, then, such fee estate shall automatically, and without further action of any kind on the part of the Seller, be and become subject to the security title and lien hereof.

Section 4.7 Applicable Law. This Security Deed shall be interpreted, construed and enforced according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the Seller has caused this this Security Deed to be executed by its duly authorized officers and its seal to be impressed hereon, all as of the date first above written.

**ASSOCIATION COUNTY COMMISSIONERS OF  
GEORGIA**

(SEAL)

By: \_\_\_\_\_  
Secretary and Executive Director

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

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

My Commission Expires:

\_\_\_\_\_

(NOTARIAL SEAL)

The Lender has executed this Security Deed for the purpose of recognizing its rights hereunder.

**PNC BANK, NATIONAL ASSOCIATION**

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

EXHIBIT A

LEGAL DESCRIPTION

## **EXHIBIT B**

### **PERMITTED ENCUMBRANCES:**

- (a) Liens for taxes and assessments not then delinquent;
- (b) utility, access and other easements and rights-of-way, restrictions and exceptions that the County certifies to the Lender will not interfere with or impair the operation of the Project;
- (c) liens and encumbrances that exist on the date that this Security Deed is executed;
- (d) the Installment Sale Agreement and this Security Deed; and
- (e) any other liens and encumbrances consented to in writing by the Lender



## **AGREEMENT REGARDING ENVIRONMENTAL ACTIVITY**

THIS AGREEMENT REGARDING ENVIRONMENTAL ACTIVITY (this “Agreement”) is dated as of April 1, 2025, and is entered into by and among HABERSHAM COUNTY, GEORGIA (the “County”), PNC BANK, NATIONAL ASSOCIATION (“the Lender”) and ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA (the “the Seller”).

### **WITNESSETH:**

WHEREAS, the Habersham County Board of Commissioners has determined that it is in the best interest of the County to acquire certain real property and acquire, construct and install improvements located thereon for use as an animal control facility for the County (the “Project”) from the Seller; and

WHEREAS, the Project will be sold by the Seller to the County pursuant to the terms of an Installment Sale Agreement, dated as of April 1, 2025 (the “Installment Sale Agreement”), between the Seller and the County; and

WHEREAS, the Seller will assign its rights in the Installment Sale Agreement (with certain limited exceptions) to the Lender pursuant to the Assignment and Transfer Agreement, dated as of April 1, 2025, executed by the Seller in favor of the Lender, and in consideration of such assignment, the Lender will provide funds needed to pay the costs of the Project; and

WHEREAS, due to the concerns of the Seller and the Lender relating to hazardous substances, the Seller and the Lender are requiring the execution of this Agreement as a condition to executing the foregoing documents.

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and adequacy thereof being hereby acknowledged, the parties hereto agree as follows:

[Remainder of Page Intentionally Left Blank.]

## ARTICLE I

### DEFINITIONS

In addition to the other terms defined herein, the following terms shall have the meanings set forth in this Article I.

“Affected Property” means any property other than the Project which is affected by the Use of the Project or by any Environmental Activity related to the Project.

“Environmental Activity” means any actual, proposed or threatened use, storage, holding, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance from, to, upon, in, under or above the Project or otherwise relating to the Project or the Use of the Project or relating to any Affected Property, or any other activity or occurrence that causes or would cause any such event to exist.

“Environmental Requirements” means all “Super Fund” or “Super Lien” laws relating to any Hazardous Substance or Environmental Activity, and all other present and future federal, state and local laws, statutes, authorizations, judgments, decrees, concessions, grants, franchises, agreements, ordinances, codes, rules, regulations, orders and other governmental restrictions and requirements regulating, relating to or imposing liability or a standard of conduct concerning the environment or any Hazardous Substances or Environmental Activity including, without limitation, the following, may be amended from time to time, and all regulations promulgated thereunder or in connection therewith:

Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Super Fund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 *et seq.* (“CERCLA”)

Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 *et seq.*

Clean Air Act, 42 U.S.C. 7401-7626.

Water Pollution Control Act (commonly referred to as the Clean Water Act), 33 U.S.C. 1251 *et seq.*

Federal Insecticide, Fungicide, and Rodenticide Act, as amended by the Federal Environmental Pesticide Control Act of 1972 and by the Federal Pesticide Act of 1978, 7 U.S.C. 136 *et seq.*

Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*

Safe Drinking Water Act, 42 U.S.C. 300(f) *et seq.*

Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*

National Environmental Policy Act, 42 U.S.C. 4321 *et seq.*

Hazardous Materials Transportation Act, 49 U.S.C. 1471 *et seq.*

Refuse Act, 33 U.S.C. 407 *et seq.*

Emergency Planning And Community Right-To-Know Act, 42 U.S.C. 1101 *et seq.*

Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*

“Hazardous Substance” means any substance which is a “hazardous substance” (as defined in CERCLA), or any other substance or material defined, designated, classified or considered as hazardous or toxic waste, hazardous or toxic material, or a hazardous, toxic, radioactive, regulated or dangerous substance or air pollutant under any Environmental Requirement.

“Indemnitees” means The Seller and the Lender and each of their respective predecessors, successors and assigns, and each past and present, direct and indirect, parent, subsidiary and affiliated entity of each of the foregoing, and each past and present employee, agent, attorney-in-fact, attorney-at-law, representative, officer, director, shareholder, partner, participant and joint venturer of each of the foregoing, and each heir, executor, administrator, successor and assign of each of the foregoing; references in this paragraph to “any” of such parties shall be deemed to mean “any one or more” of such parties; and references in this sentence to “each of the foregoing” shall mean and refer cumulatively to each party referred to in this sentence up to the point of such reference.

“Proximate Property” means property located in such proximity to the Project that the Project might be affected by Related Activity thereon.

“Related Activity” means any Use, activity, condition, circumstance or state of facts existing or occurring other than with respect to the Project or Affected Property which would, if existing or occurring with respect to the Project or Affected Property, constitute an Environmental Activity.

“Use” means use, ownership, leasing, development, construction, maintenance, management, operation or occupancy.

## ARTICLE II

### CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES

Section 2.1 Investigation. The County certifies, represents and warrants to the Seller and the Lender that it has duly investigated the present and past uses of the Project, as to whether the Project or any Proximate Property is or has been the site of storage of or contamination by any Hazardous Substances or the subject of any other Environmental Activity.

Section 2.2 Related Liability. The County certifies, represents and warrants to the Seller and the Lender that the County has given no release or waiver of liability that would waive or impair any claim based on any Environmental Activity to a previous owner of the Project or to any party who may be potentially responsible for the Project; and that the County has no liability, absolute or contingent in connection with any Environmental Activity.

Section 2.3 Compliance. The County certifies, represents and warrants to the Seller and the Lender that: (a) to its best knowledge, the County and the Project are in compliance in all material respects with all applicable Environmental Requirements; and (b) no investigations, inquiries, orders, hearings, actions or other proceedings by or before any governmental agency are pending or, to the best knowledge of the County, threatened in connection with any Environmental Activity or alleged Environmental Activity; and (c) the County has no knowledge, after due investigation, of the presence of any Hazardous Substances upon the Project; and (d) the County has no knowledge, after due investigation, of any facts or circumstances existing upon, in, under or above the Project or relating to the Project which may violate any applicable Environmental Requirement; and (e) the Use of the Project for its intended purpose will not result in any Environmental Activity in violation of any applicable Environmental Requirements; and (f) to the best knowledge of the County, after due inquiry, there is no Related Activity upon, in, under or above any Proximate Property; and (g) the County has not engaged in any Environmental Activity and, to the best knowledge of the County, after due investigation, no Environmental Activity has otherwise occurred, and no notice, order, directive, complaint or other communication, written or oral, has been made or issued by any governmental agency or other person or entity alleging the occurrence of any Environmental Activity in violation of any Environmental Requirements; and (h) the County has obtained and will at all times continue to obtain and maintain all licenses, permits or other governmental or regulatory approvals or consents, if any, necessary to comply with all Environmental Requirements relating to the Project and any Affected Property, and the County is and shall continue at all times to be in compliance with said licenses, permits, approvals or consents; and (i) to the best knowledge of the County, no other property now or previously owned by the County is under investigation with respect to, or is or has been in violation of any Environmental Requirement during the period of time that the County owned such property, except as disclosed in writing to the Lender.

## ARTICLE III

### COVENANTS, AGREEMENTS, AND INDEMNITY

Section 3.1 Performance. The County shall at all times, at its sole expense, comply with, and cause the Project to comply with, all applicable Environmental Requirements relating to the Project or the ownership of the Project or relating to any Affected Property, and the County shall not engage in or otherwise permit the occurrence of any Environmental Activity in violation of any applicable Environmental Requirement.

Section 3.2 Notice. The County shall immediately notify the Seller and the Lender if the County becomes aware of (a) the presence of any Hazardous Substances or other environmental problem or liability with respect to the Project, any Affected Property or any Proximate Property; or (b) any lien, action or notice resulting from violation or alleged violation of, or action pursuant to, any Environmental Regulation as the same pertains to the Project, or any other property now or previously owned by the County, or any Affected Property, or any Proximate Property; or (c) the institution of any investigation, inquiry or proceeding concerning the County or the Project or any Affected Property pursuant to any Environmental Requirement; or (d) the discovery of any occurrence, condition or state of facts which would render any representation contained in this Agreement incorrect in any respect if made at the time of such discovery.

Section 3.3 Indemnity. To the extent legally enforceable, the County shall indemnify, defend and save and hold harmless each Indemnitee from and against any and all claims, demands, defenses, set-offs, counterclaims, damages, disbursements, losses, judgments, liens, liabilities, penalties, objections, injuries, fines, litigation, lawsuits and other proceedings and costs and expenses (including attorneys' fees and disbursements and the reasonable charges of the Indemnitee's internal legal counsel, including fees in appellate and bankruptcy proceedings) which accrue against or are incurred by the Seller and arise directly or indirectly from or out of or in any way connected with (a) the failure of any certification, representation or warranty contained in this Agreement to be true and correct in all respects; or (b) the presence of any Hazardous Substance upon the Project or any Affected Property; or (c) the occurrence of any Environmental Activity or any failure of the County or any other person or entity to comply with all applicable Environmental Requirements relating to the Project or the Use of the Project or relating to any Affected Property; or (d) any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency in connection with any actual or alleged Environmental Activity; or (e) the occurrence of any Related Activity or the violation of any Environmental Requirement in connection with any other property owned by the County, which occurrence or violation gives or may give rise to any rights whatsoever in any party whatsoever with respect to the Project; or (f) any failure of the County to perform any covenant set forth in this Agreement; or (g) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (a) through (f) of this section or any allegation of such matters. The foregoing indemnity is in no way conditioned upon fault on the part of the County or upon any other event, occurrence, matter or circumstance, except as specifically set forth above in this section.

## ARTICLE IV

### GENERAL CONDITIONS

Section 4.1 Unconditional Obligations. The obligations of the County under this Agreement are unconditional. The County hereby expressly waives and renounces (to the extent it may lawfully do so) any and all claims, defenses and other rights which are dependent upon an allegation or proposition contrary to the foregoing provisions of this section.

Section 4.2 Costs and Expenses. The County shall pay to each Indemnatee all costs and expenses (including attorneys' fees and disbursements and the reasonable charges of the Indemnatee's legal counsel, including fees in appellate and bankruptcy proceedings) incurred by any Indemnatee in connection with this Agreement or the enforcement of the terms of this Agreement.

Section 4.3 No Waiver: Remedies Cumulative. No delay or omission by any Indemnatee to exercise any right or remedy accruing upon any default hereunder shall exhaust or impair any such right or remedy or shall be construed to be a waiver of any such default, or acquiescence therein, and every right and remedy given by this Agreement to any Indemnatee may be exercised from time to time and as often as may be deemed expedient by any Indemnatee. No consent or waiver, express or implied, by any Indemnatee to or of any default shall be deemed or construed to be a consent or waiver to or of any other default. No delay, indulgence, departure, act or omission by any Indemnatee shall release, discharge, modify, change or otherwise affect the liability or other obligation of the County or any surety or guarantor, or preclude any Indemnatee from exercising any right, privilege or remedy granted herein. No right or remedy conferred upon or reserved to any Indemnatee hereunder is intended to be exclusive of any other right or remedy, but each and every such right and remedy shall be cumulative and concurrent and shall be in addition to every other right and remedy given hereunder or under any other agreement between the County and any Indemnatee or now or hereafter existing at law, in equity or by statute.

Section 4.4 Notices. All notices, certificates or other communications hereunder shall be sufficiently given if sent by certified mail, hand delivery or overnight delivery at the following addresses:

If to the Lender:

PNC Bank, National Association  
1075 Peachtree Street NE, Ste. 1800  
Atlanta, Georgia 30309  
Attention: \_\_\_\_\_

If to the Seller:

Association County Commissioners of Georgia  
191 Peachtree Street, N.E.  
Suite 700  
Atlanta, GA 30303  
Attention: Executive Director

with a copy to:

Association County Commissioners of Georgia  
191 Peachtree Street, N.E.  
Suite 700  
Atlanta, GA 30303  
Attention: General Counsel

If to the County:

Habersham County, Georgia  
130 Jacob's Way  
Suite 301  
Clarksville, GA 30523  
Attention: Chairman

with a copy to:

Hunt & Taylor Law Group, LLC  
1001 Riverside Drive  
Suite A  
Gainesville, Georgia 30501  
Attention: Donald T. Hunt, Esq.  
County Attorney

Section 4.5 Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the County and the Seller and the Lender and the other Indemnitees and their respective heirs, executors, legal representatives, successors and assigns. All personal pronouns used in this Agreement whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of articles and sections in this Agreement are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions hereof. If any provisions hereof or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Agreement is assignable by the Seller and the Lender, and any assignment by the Seller or the Lender shall operate to vest in the assignee all rights and powers conferred upon and granted to the Seller or the Lender, as applicable, hereby. Time is of the essence with respect to

each and every covenant, agreement and obligation of the County hereunder. The provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge or termination is sought. This Agreement constitutes the entire agreement among the County, the Seller and the Lender relating to Hazardous Substances affecting the Project or any Affected Property and the indemnity set forth hereinabove. This Agreement shall be construed so that it may be enforced by either the Lender or the Seller, acting independently for their own account, or by the Lender and the Seller jointly, at their option.

Section 4.6 Transfers and Survival. The parties hereto contemplate that liability may arise hereunder after full payment or termination of the Installment Sale Agreement, and it is specifically agreed that this Agreement (including the indemnity provided hereby) shall survive the full payment of the Installment Sale Agreement, the foreclosure of the Security Deed, the transfer of the Project, and all other events relating to the Installment Sale Agreement or the Project. The County hereby acknowledges and agrees that the benefits of this Agreement (including said indemnity) shall continue in favor of Indemnitees notwithstanding any transfer or assignment hereof by the Indemnitees or any of them, and shall also run to transferees and assignees hereof as additional Indemnitees.

Section 4.7 Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by its duly authorized officers and its seal to be impressed hereon, all as of the date first above written above.

**HABERSHAM COUNTY, GEORGIA**

(SEAL)

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

Attest: \_\_\_\_\_  
Clerk

The Lender and the Seller have executed this Agreement for the purposes of acknowledging their rights hereunder.

**PNC BANK, NATIONAL ASSOCIATION**

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

**ASSOCIATION COUNTY COMMISSIONERS  
OF GEORGIA**

By: \_\_\_\_\_  
Executive Director and Secretary

(Environmental Agreement)

## **CLERK'S CERTIFICATE**

The undersigned Clerk of Habersham County, Georgia (the "County"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to an Installment Sale Agreement constitute a true and correct copy of the Resolution adopted on March 17, 2025, by the Board of Commissioners in a regular meeting, which was open to the public, and that the original of said Resolution appears of record in the minute book of the Board of Commissioners which is in my custody and control.

WITNESS my hand and the official seal of the County, Georgia this 17<sup>th</sup> day of March, 2025.

(SEAL)

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Clerk