AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT RE: REVENUE SHARING AGREEMENT FOR STANTON SPRINGS AND STANTON SPRINGS NORTH

THIS INTERGOVERNMENTAL CONTRACT ("Contract"), made and entered into as of ___, 2021 by and between JASPER COUNTY, GEORGIA, a the day of political subdivision of the State of Georgia, MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (collectively the "Counties"), the CITY OF SOCIAL CIRCLE, a political subdivision of the State of Georgia (the "City"), the JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"), and JASPER COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, MORGAN COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, NEWTON COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, WALTON COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, and CITY OF SOCIAL CIRCLE SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia (collectively the "School Districts") and between JASPER COUNTY BOARD OF TAX ASSESSORS, MORGAN COUNTY BOARD OF TAX ASSESSORS, NEWTON COUNTY BOARD OF TAX ASSESSORS, WALTON COUNTY BOARD OF TAX ASSESSORS (collectively the "BOAs"), and JASPER COUNTY TAX COMMISSIONER, MORGAN COUNTY TAX COMMISSIONER, NEWTON COUNTY TAX COMMISSIONER and the WALTON COUNTY TAX COMMISSIONER, (collectively the "Tax Commissioners").

WITNESSETH:

WHEREAS, on October 18, 2000, the Authority acquired an approximately 1,528-acre site which has been expanded to now total approximately 1,635 acres, which site is located in Morgan, Newton, and Walton Counties, in order to proceed with the development of a research park known as Stanton Springs; and

WHEREAS, to acquire the Property, the Authority issued, and the Counties agreed to make debt service payments on, taxable adjustable revenue bonds in the amount of \$9,000,000.00 (the "Bonds");

WHEREAS, by separate intergovernmental contracts dated October 1, 2000, the Counties agreed to make debt service payments on the Bonds based on the following percentages:

Jasper County 10.0%

Morgan County 15.0% Newton County 37.5% Walton County 37.5%;

WHEREAS, on May 27, 2021, the Authority acquired an approximately 665-acre site located north of Interstate 20 which lies in part in the Walton County, the City of Social Circle and Morgan County to proceed with the development of an industrial park known as Stanton Springs North; and

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

WHEREAS, Article IX, Section IV, Paragraph IV of the Georgia Constitution authorizes counties and municipalities to enter into contracts with other counties and municipalities for the purpose of allocating the proceeds of ad valorem taxes assessed and collected on property located in such county or municipality with such other counties or municipalities with which the assessing county or municipality has entered into agreements for the development of one or more regional facilities and the allocation of other revenues generated from such regional facilities, and that such a contract shall provide for the manner of development, operation and management of the regional facility and the sharing of expenses among the contracting local governments and shall specify the method of allocation and the percentage of ad valorem taxes and other revenues to be allocated to each contracting local government; and

WHEREAS, On December 2, 2004, the Authority and the Counties entered into an Intergovernmental Contract ("2004 Contract") which, among other things, specified the distribution of revenues, tax payments and payments in lieu of taxes collected on or in connection with the Stanton Springs;

WHEREAS, On September 20, 2016, the Authority, Counties and School Districts entered into an Intergovernmental Contract ("2016 Contract") which superseded the 2004 Contract and provided clarity on the procedures, rights, and obligations for sharing tax revenue and other revenues generated from Stanton Springs; and

WHEREAS, as a result of the implications of the 2016 Contract on the Counties' tax digests, amendments to O.C.G.A. §36-62-5.1 and §48-5-274 were required and made by House Bill 406, to ensure the tax digests of the Counties accurately reflected each County's portion of the property value in Stanton Springs and Stanton Springs North; and

WHEREAS, implementation of the 2016 Contract and House Bill 406 require close coordination and uniform procedures between the Boards of Tax Assessors and Tax Commissioners of each County and City which resulted in Procedure Manuals being

independently adopted by the County Board of Tax Assessors and Tax Commissioners from each County in 2020; and

WHEREAS, on May 18, 2021, the Authority and Social Circle entered into an Intergovernmental Contract regarding Stanton Springs North underwhich the Authority agreed to initiate a revision of the 2016 Contract to account for tax revenue division for property in Stanton Springs North; and

WHEREAS, the parties desire to amend the 2016 Contract to incorporate the addition of Stanton Springs North, the City of Social Circle and the Social Circle School District, account for the requirements of House Bill 406, and define the procedures, rights and obligations associated with sharing tax revenue and other revenues generated therein with all parties; and

WHEREAS, for clarity, this Agreement shall supersede the 2004 Contract and the 2016 Contract.

NOW THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, City, Counties, Board of Tax Assessors, Tax Commissioners and School Districts HEREBY AGREE as follows:

1.

The preamble and recitals above make up a part of the terms, conditions and provisions of this Contract.

2.

This Contract shall become effective upon execution by all parties and shall continue in effect for fifty (50) years.

3.

Definitions

- a. Assessing BOA: The Board of Tax Assessors ("BOA") of the County in which 51% or more of the land owned or leased by a company within Stanton Springs or Stanton Springs North is located. Walton County's BOA is the Assessing BOA for Takeda (formerly Baxter, Baxalta and Shire) and for projects with 51% or more land in Walton County or the City of Social Circle. Newton County's BOA is the Assessing BOA for Facebook (aka Morning Hornet, LLC) and any projects with 51% or more land in Newton County. Morgan County's BOA is the Assessing BOA for Baymare, LLC and any projects with 51% or more land in Morgan County.
- b. Assessment Notices: Annual notices stating the assessed value of property sent to taxpayers.
- c. *Collecting Commissioner:* The Tax Commissioner of the County in which 51% or more of the land owned or leased by a company within Stanton Springs or Stanton Springs North

- is located. The Walton County Tax Commissioner is the Collecting Commissioner for Takeda and any projects with 51% or more property in Walton County or the City of Social Circle. The Newton County Tax Commissioner is the Collecting Commissioner for Facebook and any projects with 51% or more property in Newton County. Morgan County Tax Commissioner is the Collecting Commissioner for Baymare, LLC and any projects with 51% or more property in Morgan County.
- d. *Debt Service Obligations*: Debt Service Obligations are the Authority's obligations which are currently outstanding and any future debt service obligations incurred by the Authority with the approval of the Counties pursuant to the terms herein. As of the date of this Contract, the Authority has no direct Debt Service Obligations.
- e. *Expenses:* Expenses shall be defined as any costs incurred by the Authority as allowed under Georgia law for the development of Stanton Springs and Stanton Springs North plus the sum of reasonable reserves for maintenance, operations, and expenses.
- f. *House Bill 406:* HB 406, effective as of May 7, 2019, amended O.C.G.A. § 36-62-5.1 and O.C.G.A. § 48-5-274 to create reporting requirements for the Authority and establish the process for Counties to report shared tax values on their individual tax digests.
- g. *Net Other Revenues*: Net Other Revenues are Other Revenues minus the Authority's Expenses and Debt Service Obligations.
- h. *Net Tax Revenues:* Net Tax Revenues are Tax Revenues minus the Authority's budgeted Expenses and Debt Service Obligations not otherwise paid from Other Revenues.
- i. *Other Revenues*: Other Revenues are revenues generated from the Authority's activities including but not limited to, sales of land, leases of land, sales or leases of personalty, sales of timber or other resources and fees. Other Revenues shall not include any fees specifically allocated to the Authority in connection with a bond issuance.
- j. *Parcel Identification Numbers:* Numbers assigned to tax parcels for identification purposes by the BOAs.
- k. *Payment In Lieu of Taxes* ("*PILOT*") *Structure:* Tax abatement structure applicable to some properties in Stanton Springs or Stanton Springs North where set payments are made by a company over a certain number of years in lieu of paying taxes. Facebook (aka Morning Hornet, LLC) is structured in this way. PILOT payments are made to the JDA and the JDA distributes said payments to the Counties, Cities and School Districts in accordance with the terms herein.

1. Payout Percentage:

- a. For Stanton Springs, the payout percentages are: Jasper County 10%; Morgan County 15%; Newton County 37.5%; Walton County 37.5%.
- b. For Stanton Springs North, the payout percentages are: : Jasper County 9.5%; Morgan County 14.25%; Newton County 35.625%; Walton County 35.625%; Social Circle 5%.
- m. *Phase-In Lease Valuation Structure:* Tax abatement structure applicable to some properties in Stanton Springs or Stanton Springs North where a lease valuation schedule determines the percentage of taxes paid by a company each year for a certain number of years until the percentage reaches 100%.

- n. *Stanton Springs*: Stanton Springs is approximately 1,635 acres currently located in the development park known as Stanton Springs and is generally bounded by Interstate 20 to the north, Hwy 278 to the west, and private property owners to the east and south including any land added to Stanton Springs in the future which is south of Interstate 20. A general boundary map of Stanton Springs as of the date hereof is attached hereto as Exhibit "A".
- o. *Stanton Springs North:* Stanton Springs North is a new research development park which the Authority may develop. Stanton Springs North will be generally bounded by Interstate 20 to the south and Hwy 278 to the west and will expand to the north and east into both Walton and Morgan Counties. The actual boundaries will be established on a parcel-by-parcel basis as the Authority purchases or otherwise gains control of property. The Authority may designate properties as being in Stanton Springs North by Resolution which includes a boundary map, parcel number(s) and description of the property. A copy of the Resolution with attachments shall be provided to the parties hereto. As of the date hereof, Stanton Springs North consists of approximately 665 acres as shown on the attached Exhibit "B".
- p. *Tax Digest:* The Tax Digest is the list of all properties and values within a County, City or School District.
- q. *Tax Revenues*: Tax Revenues are all ad valorem taxes levied by the Counties, City and the School Districts on real and personal property in Stanton Springs and Stanton Springs North. This includes all taxes assessed on fee simple and leasehold interests, board of education taxes, taxes collected for special assessments for specific services, general obligation bonds, and any and all other ad valorem property taxes collected. Tax Revenues shall not include taxes collected by a county department other than the chief tax collector including, but not limited to, sales taxes, insurance premium taxes, intangible taxes, real estate transfer taxes, railroad taxes, franchise fees, occupational taxes, alcohol taxes, and financial institution taxes. Tax Revenues shall also not include ad valorem title taxes on motor vehicles. Tax Revenue shall not include ad valorem taxes collected on behalf of and due the State of Georgia. Finally, Tax Revenues shall not include any penalties or interest collected for late payments; any such penalties and interest shall be retained by the County of the Collecting Commissioner.
- r. *Tenant:* a person or entity which owns, or leases from the Authority, any portion of the Property, including the Authority.
- s. *Tenant Property:* Tenant Property is the real and personal property owned or leased by a Tenant, including the Authority.

Distribution of Tax Revenues 2004 – 2015

From 2004 to 2015, Tax Revenues were generated from portions of the Property located in Newton and Walton Counties. Said Tax Revenues were collected by Newton and Walton Counties and distributed in accordance with their millage rates without taking into account the 2004 Contract. Pursuant to the 2016 Contract, Walton County, Newton County and the Newton County School District repaid the amounts due by utilizing their share of the 2020

distribution of taxes generated in Stanton Springs. As of the date hereof, no known reimbursements are due.

5.

Authority's Obligations

The Authority hereby agrees as follows:

- a. The Authority shall collect and deposit in a separate account any and all Other Revenues.
- b. The Authority shall collect and deposit in a second separate account any and all Tax Revenues distributed to it by the Collecting Commissioners and any PILOT payments.
- c. The Authority shall pay its Expenses and Debt Service Obligations first from Other Revenues and then from PILOT Payments and then from Tax Revenues.
- d. The Authority shall prepare an operating budget report annually to include its projected Expenses, Debt Obligations, Other Revenues, PILOT Payments and Tax Revenues for the 12-month period from July 1-June 30. The operating budget shall specify the amount of Tax Revenues or PILOT Payments necessary for the Authority to meet its budget requirements for the Authority's Expenses and Debt Service Obligations not otherwise paid by Other Revenues. A copy of said operating budget shall be delivered to the Counties and City on or before the first day of May of each year with a copy to each School District.
- e. The Authority does not have any Debt Service Obligations as of the date hereof. The Counties shall approve all new Debt Service Obligations.
- f. The Authority shall distribute Net Other Revenues for the prior year to the Counties on or before March 15 of each year in accordance with their payout percentages as follows:
 - 1. Jasper County shall receive 10.0%;
 - 2. Morgan County shall receive 15.0%;
 - 3. Newton County shall receive 37.5%; and
 - 4. Walton County shall receive 37.5%.
- g. The Authority shall distribute PILOT Payments received for projects in Stanton Springs for the prior year on or before March 15 of each year to each entity in accordance with the payout percentages as follows:
 - 1. Jasper County shall receive 10.0% with payment to be divided between Jasper County and the Jasper County School District per an Intergovernmental Agreement between Jasper County and the Jasper County School District dated October 4, 2021; and
 - 2. Morgan County shall receive 15.0% with payment to be divided between Morgan County and the Morgan County School District based upon their proportionate millage rates; and
 - 3. Newton County shall receive 37.5% with payment to be divided between Newton County and the Newton County School District based upon their proportionate millage rates; and
 - 4. Walton County shall receive 37.5% with payment to be divided between Walton County and the Walton County School District based upon their proportionate millage rates.

- h. The Authority shall distribute PILOT Payments received for projects in Stanton Springs North for the prior year on or before March 15 of each year to each entity in accordance with the payout percentages as follows:
 - 1. Social Circle shall receive 5% with payment to be divided between Social Circle and the Social Circle School District based upon their proportionate millage rates; and
 - 2. Walton County shall receive 35.625% with payment to be divided between Walton County and the Walton County School District based upon their proportionate millage rates.
 - 3. Newton County shall receive 35.625% with payment to be divided between Newton County and the Newton County School District based upon their proportionate millage rates; and
 - 4. Morgan County shall receive 14.25% with payment to be divided between Morgan County and the Morgan County School District based upon their proportionate millage rates;
 - 5. Jasper County shall receive 9.5% with payment to be divided between Jasper County and the Jasper County School District per an Intergovernmental Agreement between Jasper County and the Jasper County School District dated October 4, 2021.
- i. The Authority shall cause to be performed an annual independent audit of its finances. Said audit shall be included in the Authority's budgeted expenses which shall be paid using Other Revenues or Tax Revenues or PILOT Payments when necessary. A copy of the audit shall be distributed to all Counties, School Districts and the City.
- j. On or before February 15th of each year, the Authority shall prepare and submit to the state revenue commissioner and state auditor the report and information required pursuant to O.C.G.A. § 36-62-5.1(g)(1).

Counties' and City Obligations and Consent

The Counties and City hereby agree as follows:

- a. The Collecting Commissioner shall collect and declare any and all Tax Revenues generated from real property and personal property lying on or in Stanton Springs or Stanton Springs North as applicable and shall supervise a separate accounting for said Tax Revenues so as to segregate said collections from other County or City tax revenues. As compensation for the Collecting Commissioner's duties hereunder, the Collecting Commissioner shall be entitled to a commission of 2.5% of any amounts otherwise payable by the Collecting Commissioner to any other County, City or School District.
- b. The Collecting Commissioners shall, before January 1 of each year, prepare a report of all Tax Revenues collected by said County and deliver a copy of said annual report to the Counties, City, School Districts, and the Authority.
- c. Between May 1 and May 31 each year, the Counties may submit to the Authority and the Counties a written objection to the Expenses stated in the Authority's operating budget for

- July 1 through June 30 of the same year. Said objection shall specify the grounds for the objection. Pending resolution of the objection, the Collecting Commissioner shall remit Tax Revenues to the Authority in the amount of its operating budget approved for the prior year. No Tax Revenues may be distributed to the Counties, City or School Districts until the objection is resolved.
- d. If no objections are submitted, on or before May 31 of each year, the Collecting Commissioner shall remit Tax Revenues to the Authority in an amount sufficient to meet the Authority's annual budget requirements for the Authority's Expenses and Debt Service Obligations not otherwise budgeted to be paid by Other Revenues as established by the Authority's annual budget report. If more than one County or City collects Tax Revenues in a given year, each Collecting Commissioner shall pay a pro rata share of the Authority's budget based on that Government's share of the total taxes collected.
- e. The Collecting Commissioner shall determine Net Tax Revenues to be remitted to the Counties, City and School Districts by subtracting from Tax Revenues the funds paid to the Authority in accordance with subparagraph (d).
- f. The Collecting Commissioner shall remit Net Tax Revenues from Stanton Springs contemporaneously to each of the Tax Commissioners of the Counties for the previous tax year on or before March 15th as follows:
 - i. Jasper County and the Jasper County School District shall collectively receive 10.0% of the said Net Tax Revenues (2.5% of said amount shall be withheld as commissions for the Collecting Commissioner);
 - ii. Morgan County and the Morgan County School District shall collectively receive 15.0% of the said Net Tax (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner);
 - iii. Newton County and the Newton County School District shall collectively receive 37.5% of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner);
 - iv. Walton County and the Walton County School District shall collectively receive 37.5% of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner).
- g. The Collecting Commissioner shall remit Net Tax Revenues from Stanton Springs North contemporaneously to each of the Tax Commissioners of the Counties and the City Clerk of Social Circle for the previous tax year on or before March 15th as follows:
 - i. Jasper County shall receive 9.5 % of the said Net Tax Revenues (2.5% of said amount shall be withheld as commissions for the Collecting Commissioner);
 - ii. Morgan County and the Morgan County School District shall collectively receive 14.25 % of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner);
 - iii. Newton County and the Newton County School District shall collectively receive 35.625 % of the said Net Tax (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner);

- iv. Walton County and the Walton County School District shall collectively receive 35.625% of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner); and
- v. The City of Social and the City of Social Circle School District shall collectively receive 5% of the said Net Tax Revenues (2.5% of said amounts shall be withheld as commissions for the Collecting Commissioner).
- h. The Tax Commissioners for Morgan, Walton and Newton Counties shall distribute their portion of the Net Tax Revenues received from the Collecting Commissioner on or before March 31st of each year to their respective County and School Board based on the proportion of their millage rates.
- i. The Tax Commissioner for Jasper County shall distribute Jasper County's portion of the Net Tax Revenues received from the Collecting Commissioner on or before March 31st of each year with payments divided between Jasper County and the Jasper County School District pursuant to the Intergovernmental Agreement between Jasper County and Jasper County School Districted dated October 4, 2021.
- j. The Social Circle City Clerk shall distribute Social Circle's portion of the Net Tax Revenues received from the Collecting Commissioner on or before March 31st of each year to the City and the Social Circle School District based on the proportion of their millage rates.
- k. Other Revenues distributed to the Counties by the Authority may be used at the Counties' discretion.
- 1. No later than January 1 of each year, Morgan, Newton and Walton County and the City of Social Circle shall provide to the Collecting Commissioner the percentage split of Net Tax Revenues between that County and that County's School District or the City and the City's School District as applicable, based on the proportion of the prior year's millage rate of that County or City to the millage rate of that County's School District. The Collecting Commissioner shall use such percentage to calculate the amount of Net Tax Revenues that the City of Social Circle, and Newton, Morgan and Walton Counties and their respective School Districts are to be paid.
- m. Any tax refunds due property owners in Stanton Springs or Stanton Springs North shall be paid by the Collecting Commissioner in the time period prescribed by law (O.C.G.A. § 48-5-380, 241). The Collecting Commissioner's County shall be reimbursed by the Counties, City and School Districts based on their pro rata share of the refund amount. The Collecting Commissioner shall invoice the Counties and School Districts.
- n. Should the Collecting Commissioner deem it in the best interest of the parties to conduct an external tax audit of real or personal property attributed to a tenant(s) in Stanton Springs or Stanton Springs North, said audit shall be paid for by the Counties, City, and School Districts based on their pro rata shares.
- o. The Counties and City shall adjust their tax digest to reflect the portion of Tax Revenues attributed to it from distributions from Stanton Springs and Stanton Springs North in accordance with O.C.G.A. § 36-62-5.1(g)(3).

a. Point of Contact

The Assessing BOA shall serve as the single point of contact with the Tenant as it relates to ad valorem property taxes.

b. Assessment Process for: No Tax Abatement or Phase-In Lease Valuation Structure

- 1. On or before April 1st of each year, the Chief Appraiser for Morgan, Newton and Walton BOA shall prepare and provide a spreadsheet consistent with the sample provided in attached Exhibit "C" to each BOA and the Authority with the following information for the current tax year regarding each Tenant Property (real and personal), including property owned by the Authority, that it is responsible for assessing:
 - a. Parcel number
 - b. Address
 - c. Owner name
 - d. Tenant name
 - e. Description
 - f. 100% fair market value
 - g. Assessed value
 - h. Note if it is a PILOT Structure
 - i. Note if it is subject to a Phase-In Lease Valuation Structure
 - j. Phase-in percentage (if a Phase-In Lease Valuation Structure)
 - k. Note whether it is Exempt or Taxable
 - 1. Exempt value to be reported by each BOA based on their Payout Percentage
 - m. Taxable value to be reported by each BOA based on their Payout Percentage
- 2. Each BOA shall include the values applicable to its County/City shown on the spreadsheet with all other digest values to be approved by the BOA prior to mailing Assessment Notices.
- 3. Each BOA shall input the assessment value for the property into its system based on its Payout Percentage. For example, if the total assessed value of a parcel within the Stanton Springs were \$100,000, Jasper County would report \$10,000, Morgan County would report \$15,000, and Walton County and Newton County would each report \$37,500 on their respective Tax Digests. If the total assessed value of a parcel within Stanton Springs North were \$100,000, the City would report \$5,000, Jasper County would report \$9,500, Morgan County would report \$14,250, and Walton County and Newton County would each report \$35,625 on their respective Tax Digests.
- 4. Each BOA shall mail their Assessment Notice showing its portion of the total value of each Tenant Property to the Assessing BOA Chief Appraiser and Collecting Commissioner. If the BOA uses the Wingap software system, this would be achieved by listing the Assessing BOA Chief Appraiser as the primary recipient and the Collecting Commissioner as the agent recipient.

- 5. The Assessing BOA shall prepare and mail one Assessment Notice to the Tenant showing the sum of all the Counties' portion of the value such that the notice shows the 100% value. Once the single Assessment Notice has been printed and mailed, the Chief Appraiser shall correct the value in its system back to the Payout Percentage for its County.
- 6. Each BOA and the City shall submit their Tax Digest reporting their Payout Percentage of the assessed value of the Property per the requirements of House Bill 406.
- 7. Within five (5) days of approval of the Tax Digest, the Assessing BOA shall create a Digest correction by preparing an Error and Release or ACO report requesting the Digest be corrected to show the 100% value of the property and submit the same to the Collecting Commissioner.
- 8. Within one (1) day after submitting the Digest correction, the Assessing BOA shall reverse the Error and Release or ACO.

c. Assessment Process for: Payment In Lieu of Taxes Structure

During the PILOT period, each Tax Assessor shall report its portion of the assessed value of the Tenant Property subject to the PILOT on its exempt Digest in accordance with the spreadsheet provided by the Assessing BOA in Paragraph 7(b) (1) herein and by following the steps listed in Paragraph 7 (b) (2) - (8) above.

d. Mapping/Parcel Identification

- 1. Each BOA shall identify the Property by the parcel identification number first assigned by the Assessing BOA.
- 2. Each BOA shall remove the valuation of property in Stanton Springs and Stanton Springs North from its QPublic website. If the BOA uses the Wingap software system, this is achieved by going to the Payout screen and checking the non-disclosure box for the particular parcel.

8.

Tax Commissioners Obligations

a. Digest Reporting

All Tax Commissioners and the City shall report the value of the property in Stanton Springs and Stanton Springs North, as applicable, based on their Payout Percentage in their Tax Digest per House Bill 406.

b. Annual Report of Taxes Collected

On or before January 1 of each year, the Collecting Commissioner shall provide a report of the total taxes collected, the commission calculation and the amounts to be distributed to the Authority, the City, each County, and each School District as dictated herein.

c. Process for: No Tax Abatement or Phase-In Lease Valuation Structure

- 1. The Tax Commissioners and the City shall send bills for the Tenant Property based on their Payout Percentage to the Collecting Commissioner.
- 2. The Collecting Commissioner shall send one bill to the Tenant based on the 100% valuation of the Tenant Property as shown on the Error and Release or ACO report provided by the Assessing BOA.
- 3. The Collecting Commissioner shall receive payment from the Tenant and distribute it to the Authority, the City or the Tax Commissioners of Jasper, Morgan, Newton and Walton Counties as determined by the distributions due each herein. Distributions to the Tax Commissioner for Jasper, Morgan, Newton and Walton County and to the City of Social Circle shall include a letter referencing the proportion split obligations for payments to the Counties, City and School Boards. Each Tax Commissioner shall distribute the monies in accordance with Paragraph 6 herein.

d. Process for: Payment In Lieu of Taxes Structure

- 1. During the PILOT period, the Tax Commissioners shall not generate bills or collect payments. The Authority will handle billing, collection, and distribution of PILOT Payments.
- 2. After the PILOT Payment period, Tax Commissioners shall follow the Process for: No Tax Abatement stated above.

e. Tax Commissioner and City Tax Payment Websites

The Tax Commissioners and the City shall either remove online billing options for property
in Stanton Springs and Stanton Springs North or include the following language in red,
bold letters on the Property Tax Statement form: "Do not pay online. Value and taxes
reflect County's/City's% portion only. Contact Tax Commissioner/City for
100% value and taxes due." The blanks shall be filled in with the name of the County/City
and its Payout Percentage.

9.

Authority Budget and Expenses

a. The parties understand and acknowledge the annual operating budgets prepared by the Authority are based on its estimate of reasonable and foreseeable expenses.

- b. In the event the Authority's actual expenditures are less than budgeted expenditures, any excess Tax Revenues or PILOT Payments received shall be distributed in accordance with Paragraph 5(g). Notwithstanding the above, the Authority may keep a reasonable amount of budgeted reserve funds and capital project funds for multi-year projects.
- c. In the event the Authority's actual expenditures exceed budgeted expenditures due to unforeseen circumstances, including but not limited to the location or expansion of a new business within Stanton Springs or Stanton Springs North or litigation, reimbursement of those expenses shall be included in the budget for the following fiscal year. Within thirty (30) days of the Authority becoming aware it will incur unbudgeted expenses, the Authority shall provide the Counties, City and School Districts with an estimate of the unbudgeted expenditure and an explanation of the circumstances giving rise to the expenditure.
- d. In the event the Authority's annual operating budget exceeds the Other Revenues, PILOT Payments, and Tax Revenues levied and collected in any given year, the Authority shall fund the balance of its budgeted operating expenses as follows:
 - i. Provided the Authority has access to an existing, County-approved, line of credit with a financial institution, the Authority shall make draws from said line of credit to meet its budget requirements for that year. Repayment of funds drawn from the line of credit shall then be added to the Authority's budgets for the following fiscal years until said funds, including any interest thereon, have been repaid in full; or
 - ii. If the Authority does not have access to an existing, County-approved line of credit, the Authority shall send invoices for the balance of its budgeted operating expenses to the Counties within thirty (30) days of the Authority's receipt of its share of the Tax Revenues from the Collecting Commissioner or Counties. Said invoices shall reference each County's share of the balance of the Authority's budgeted operating expenses based on the agreed upon percentages as follows:
 - 1. Jasper County shall pay 10.0%;
 - 2. Morgan County shall pay 15.0%;
 - 3. Newton County shall pay 37.5%; and
 - 4. Walton County shall pay 37.5%.

School District Consent

To the extent permitted by law, the City of Social Circle, Jasper County, Morgan County, Newton County and Walton County School Districts ("School Districts") hereby expressly consent to the terms, provisions, agreements and requirements herein and waive any rights or claims to Tax Revenues and PILOT Payments other than those specifically referenced herein.

Tax Assessor Consent and Authorization to Contract

To the extent permitted by law, the Jasper County, Morgan County, Newton County and Walton County Board of Tax Assessors hereby expressly consent to the terms, provisions, agreements and requirements stated herein. Each County hereby expressly authorizes its Board of Tax Assessors to enter into this agreement and future agreements with the Authority and companies locating within Stanton Springs or Stanton Springs North which are consistent herewith.

12.

Tax Commissioner Consent

To the extent permitted by law, the Jasper County, Morgan County, Newton County and Walton County Tax Commissioners hereby expressly consent to the terms, provisions, agreements and requirements stated herein.

13.

Economic Development Negotiations

In order to be competitive in the economic development marketplace, the Authority is hereby authorized to negotiate with prospective business and industrial purchasers or tenants for payments in lieu of ad valorem taxation or tax abatements consistent and in accordance with applicable law(s).

14.

Centralized Inspection and Building-Permitting

It is to the benefit of the parties that the development of Stanton Springs and Stanton Springs North occurs in a consistent manner. Therefore, the parties hereby agree the inspection and building-permit function for development within Stanton Springs and Stanton Springs North shall be handled by the planning and zoning department so designated by the Authority pursuant to the terms of the Intergovernmental Contract Re: Development Services for Stanton Springs dated March 2, 2021 and executed by Jasper, Morgan Newton and Walton Counties and the Authority, and the May 18, 2021 Intergovernmental Contract Re: Stanton Springs North between the City of Social Circle and the Authority. The planning and zoning department handling the building-permit function, if different from the County in which a project lies, shall provide the Assessing BOA a copy of each permit issued for purposes of tracking real property values.

15.

General

- a. Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which shall otherwise remain in full force and effect.
- b. This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.
- c. This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.
- d. This Contract supersedes and replaces the 2004 Contract and 2016 Contract rendering the 2004 Contract and 2016 Contract null and void.

Notices

All notices, correspondence, payments, and other communications required under this Contract shall be delivered to:

For the Authority:	
Chairman	
300 E Church Street	
Monroe, GA 30655	
With a copy to:	
Andrea P. Gray, Attorney at Law	
P.O. Box 826	
Monroe, Georgia 30655	
For Jasper County:	For Jasper County School District:
Jasper County Board of Commissioners	Chairman
Attn: Chair, Board of Commissioners	1411 College Street
126 W. Green Street	Monticello, Georgia 31064
Suite 18	With a copy to:
Monticello, GA 31064	Cory Kirby
With a copy to:	Harben, Hartley & Hawkins, LLP
David Ozburn	Wells Fargo Center, Suite 750
Ozburn Law Firm, LLC	340 Jesse Jewell Parkway
1108 Monticello Street SW	Gainesville, Georgia 30501
Covington, Georgia 30014	
Jasper County Board of Tax Assessors	Jasper County Tax Commissioner
Chief Appraiser	Tax Commissioner
126 W Greene St # 124,	126 W. Green Street
Monticello, GA 31064	Monticello, GA 31064

For Morgan County:	For Morgan County School District:
Morgan County	Morgan County School System
Attn: County Manager	1065 East Ave
150 East Washington Street	Madison, GA 30650
Suite 100	With a copy to:
Madison, GA 30650	Cory Kirby
With a copy to:	Harben, Hartley & Hawkins, LLP
Christian G. Henry	340 Jesse Jewell Parkway
440 College Avenue N, Suite 120	Wells Fargo Center, Suite 750
Athens, GA 30601	Gainesville, GA 30501
Morgan County Board of Tax Assessors	Morgan County Tax Commissioner
Chief Appraiser	Tax Commissioner
150 E Washington St Ste 130	P.O. Box 151
Madison, GA 30650	Madison, GA 30650
For Newton County:	For Newton County School District:
Chairman of the Newton County Board of	Superintendent
Commissioners	NCBOE
1124 Clark Street	2109 Newton Drive
Covington, GA 30014	Covington, GA 30014
With a copy to:	With a copy to:
Aaron Meyer	William A. White
County Attorney	Smith, Welch, Webb & White, LLC
Jarrard & Davis, LLP	P.O. Box 10
105 Pilgrim Village Drive, Suite 200	2200 Keys Ferry Court
Cumming, GA 30040	McDonough, Ga. 30253
Newton County Board of Tax Assessors	Newton County Tax Commissioner
Chief Appraiser	Tax Commissioner
1113 Usher St NE # 102	1113 Usher Street
Covington, GA 30014	Suite 101
	Covington, GA 30014
For Walton County:	For Walton County School District:
Walton County Finance Department	Walton County School District
303 S. Hammond Drive, Suite 333	200 Double Springs Church Rd.
Monroe, Georgia 30655	Monroe, GA 30656
With a copy to:	Attention: Superintendent
Walton County Tax Commissioner	With a copy to:
303 S. Hammond Drive, Suite 100	Michael C. Pruett
Monroe, Georgia 30655	Hall Booth Smith, P.C.
	440 College Ave., Suite 120
	Athens, Georgia 30601

Walton County Board of Tax Assessors	Walton County Tax Commissioner
Chief Appraiser	Tax Commissioner
303 S Hammond Dr #109	303 S Hammond Dr.
Monroe, GA 30655	Suite 100
	Monroe, GA 30655
For Social Circle	For Social Circle School District:
Mayor	147 Alcova Drive Social Circle
c/o City of Social Circle	GA 30025
PO Box 310	
Social Circle, GA 30025	

IN WITNESS WHEREOF, the parties, action by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts under seals as of the day and year first above written.

SHARING, made and entered into as of the day of Circle, Jasper County, Morgan County, Newton Cocounty School District, Newton County School District, Board of Tax Assessors of Newton, Walton	of ounty, V rict, Wa n, Morg	TERGOVERNMENTAL CONTRACT Re: REVENUE, 2021, by and between the City of Social Valton County, Jasper County School District, Morgan lton County School District, City of Social Circle School gan and Jasper Counties, Tax Commissioners of Jasper pment Authority of Jasper, Morgan, Newton, and Walton
	JASP	ER COUNTY, GEORGIA
	By:	Chairman, Board of Commissioners of Jasper County
(SEAL)		
Attest:		
Clerk, Board of Commissioners of Jasper County		

SHARING, made and entered into as of the day Circle, Jasper County, Morgan County, Newton County School District, Newton County School District, Board of Tax Assessors of Newton, Walton	of ounty, W rict, Walt on, Morga	ERGOVERNMENTAL CONTRACT Re: REVENUE, 2021, by and between the City of Social alton County, Jasper County School District, Morgan on County School District, City of Social Circle School an and Jasper Counties, Tax Commissioners of Jasper, ment Authority of Jasper, Morgan, Newton, and Walton
	JASPE	R COUNTY SCHOOL DISTRICT
	By:	
	•	Chairman, Jasper County School District
(SEAL)		
Attest:		
Secretary		

SHARING, made and entered into as of the day of Circle, Jasper County, Morgan County, Newton County County School District, Newton County School District, V District, Board of Tax Assessors of Newton, Walton, M	NTERGOVERNMENTAL CONTRACT Re: REVENUE, 2021, by and between the City of Social v, Walton County, Jasper County School District, Morgan Walton County School District, City of Social Circle School organ and Jasper Counties, Tax Commissioners of Jasper, elopment Authority of Jasper, Morgan, Newton, and Walton
MG	DRCAN COUNTY GEORGIA
MC	ORGAN COUNTY, GEORGIA
Ву	: <u></u>
	Chairman, Board of Commissioners
	of Morgan County
	of Haorgan County
(SEAL)	
Attest:	
Clerk, Board of Commissioners	

of Morgan County

SHARING, made and entered into as of the da Circle, Jasper County, Morgan County, Newton County School District, Newton County School Di District, Board of Tax Assessors of Newton, Wal	y of County, V istrict, Wal Iton, Morg	ERGOVERNMENTAL CONTRACT Re: REVENUE, 2021, by and between the City of Social Valton County, Jasper County School District, Morgan Iton County School District, City of Social Circle School an and Jasper Counties, Tax Commissioners of Jasper oment Authority of Jasper, Morgan, Newton, and Walton
	NEW'	TON COUNTY, GEORGIA
	By:	
	·	Chairman, Board of Commissioners of Newton County
(SEAL)		
Attest:		
Clerk, Board of Commissioners		
of Newton County		

SHARING, made and entered into as of the day of Circle, Jasper County, Morgan County, Newton Cou County School District, Newton County School District, District, Board of Tax Assessors of Newton, Walton,	nty, W et, Wal Morg	ERGOVERNMENTAL CONTRACT Re: REVENUE, 2021, by and between the City of Social Valton County, Jasper County School District, Morgar ton County School District, City of Social Circle School an and Jasper Counties, Tax Commissioners of Jasper oment Authority of Jasper, Morgan, Newton, and Walton
•	WAL	ΓΟΝ COUNTY, GEORGIA
J	Ву:	Chairman, Board of Commissioners of Walton County
(SEAL)		
Attest:		
Clerk, Board of Commissioners of Walton County		

SHARING, made and entered into as of the Circle, Jasper County, Morgan County, Newt County School District, Newton County School District, Board of Tax Assessors of Newton,	_ day o ton Co ol Distr Walton	D INTERGOVERNMENTAL CONTRACT Re: REVENUE of, 2021, by and between the City of Social ounty, Walton County, Jasper County School District, Morgan ict, Walton County School District, City of Social Circle School n, Morgan and Jasper Counties, Tax Commissioners of Jasper, Development Authority of Jasper, Morgan, Newton, and Walton
W	VALT	ON COUNTY SCHOOL DISTRICT
В	y:	Chairman
(SEAL)		
Attest:		
Secretary		

SHARING, made and entered into as of the da Circle, Jasper County, Morgan County, Newton County School District, Newton County School D District, Board of Tax Assessors of Newton, Wa	TED INTERGOVERNMENTAL CONTRACT Re: REVENUE ay of, 2021, by and between the City of Social County, Walton County, Jasper County School District, Morgan district, Walton County School District, City of Social Circle School alton, Morgan and Jasper Counties, Tax Commissioners of Jasper, int Development Authority of Jasper, Morgan, Newton, and Walton
MOI	RGAN COUNTY SCHOOL DISTRICT
MOI	RGAN COUNTY SCHOOL DISTRICT
By:	
	Chairman
(SEAL)	
Attest:	

SHARING, made and entered into as of the day of Circle, Jasper County, Morgan County, Newton County School District, Newton County School District, Board of Tax Assessors of Newton, Walton	INTERGOVERNMENTAL CONTRACT Re: REVENUE of, 2021, by and between the City of Social bunty, Walton County, Jasper County School District, Morgan rict, Walton County School District, City of Social Circle School n, Morgan and Jasper Counties, Tax Commissioners of Jasper, Development Authority of Jasper, Morgan, Newton, and Walton
NEWT	ON COUNTY SCHOOL DISTRICT
D	
Ву:	Chairman
(SEAL)	
Attest:	

[Execution Page for AMENDED AND R SHARING, made and entered into as of the Circle, Jasper County, Morgan County, N County School District, Newton County School District, Board of Tax Assessors of Newton Morgan, Newton and Walton Counties, and Counties]	day of ewton Co hool Distr on, Walton	f, 2 unty, Walton County, Ja ict, Walton County Schoo n, Morgan and Jasper Co	021, by and between the sper County School I of District, City of Sociunties, Tax Commissi	ne City of Socia District, Morgan al Circle Schoo oners of Jasper
	JOINT MORG	DEVELOPMENT AN, NEWTON AND V		OF JASPER ES
	By:			
(SEAL)				
Attest:				
Secretary				

SHARING, made and entered into as of the day Circle, Jasper County, Morgan County, Newton County School District, Newton County School District, Board of Tax Assessors of Newton, Walton	ED INTERGOVERNMENTAL CONTRACT Re: REVENUE of, 2021, by and between the City of Social ounty, Walton County, Jasper County School District, Morgan rict, Walton County School District, City of Social Circle School on, Morgan and Jasper Counties, Tax Commissioners of Jasper, Development Authority of Jasper, Morgan, Newton, and Walton
CITY	OF SOCIAL CIRCLE, GEORGIA
	,
By:	
	Mayor
(SEAL)	
Attest:	

SHARING, made and entered into as of the Circle, Jasper County, Morgan County, Ne County School District, Newton County Sch District, Board of Tax Assessors of Newto	day on the control of the contro	D INTERGOVERNMENTAL CONTRACT Re: REVENUE of, 2021, by and between the City of Social ounty, Walton County, Jasper County School District, Morgan ict, Walton County School District, City of Social Circle School n, Morgan and Jasper Counties, Tax Commissioners of Jasper, Development Authority of Jasper, Morgan, Newton, and Walton
	CITY (OF SOCIAL CIRCLE SCHOOL DISTRICT
	By:	Chairman
(SEAL)		
Attest:		

SHARING, made and entered into as of the Circle, Jasper County, Morgan County, Ne County School District, Newton County School District, Board of Tax Assessors of Newton	day o ewton Co nool Distri n, Walton	INTERGOVERNMENTAL CONTRACT Re: REVENUE f, 2021, by and between the City of Social unty, Walton County, Jasper County School District, Morgan act, Walton County School District, City of Social Circle School a, Morgan and Jasper Counties, Tax Commissioners of Jasper, Development Authority of Jasper, Morgan, Newton, and Walton
	JASPEI	R COUNTY BOARD OF TAX ASSESSORS
	By:	
		Chairman
(SEAL)		
Attest:		

SHARING, made and entered into as of the Circle, Jasper County, Morgan County, Ne County School District, Newton County School District, Board of Tax Assessors of Newton	day on the control of the contro	D INTERGOVERNMENTAL CONTRACT Re: REVENUE of
	MORG	AN COUNTY BOARD OF TAX ASSESSORS
	By:	
		Chairman
(SEAL)		
Attest:		

[Execution Page for AMENDED AND REST SHARING, made and entered into as of the Circle, Jasper County, Morgan County, Newto County School District, Newton County School District, Board of Tax Assessors of Newton, Morgan, Newton and Walton Counties, and the Counties]	day of _ on Count District, Walton, M	ty, Walton County , Walton County Sc Morgan and Jasper	_, 2021, by and betw , Jasper County Sc hool District, City of Counties, Tax Con	ween the City of Social hool District, Morgan of Social Circle School numissioners of Jasper,
N	EWTON	N COUNTY BOA	RD OF TAX AS:	SESSORS
Ву		hairman		_
(SEAL)				
Attest:				

SHARING, made and entered into as of the Circle, Jasper County, Morgan County, Ne County School District, Newton County School District, Board of Tax Assessors of Newton	day o wton Co lool Distr n, Waltor	D INTERGOVERNMENTAL CONTRACT Re: REVENUE f, 2021, by and between the City of Social unty, Walton County, Jasper County School District, Morgan ict, Walton County School District, City of Social Circle School a, Morgan and Jasper Counties, Tax Commissioners of Jasper, Development Authority of Jasper, Morgan, Newton, and Walton
	WALT	ON COUNTY BOARD OF TAX ASSESSORS
	By:	
		Chairman
(SEAL)		
Attest:		

SHARING, made and entered into as of the day of Circle, Jasper County, Morgan County, Newton County County School District, Newton County School District, District, Board of Tax Assessors of Newton, Walton, M	INTERGOVERNMENTAL CONTRACT Re: REVENUE, 2021, by and between the City of Social y, Walton County, Jasper County School District, Morgan Walton County School District, City of Social Circle School forgan and Jasper Counties, Tax Commissioners of Jasper, elopment Authority of Jasper, Morgan, Newton, and Walton
JASPER C	COUNTY TAX COMMISSIONER
By:	

[Execution Page for AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT Re: REV SHARING, made and entered into as of the day of, 2021, by and between the City of Circle, Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Newton County School District, Newton County School District, City of Social Circle School District, Board of Tax Assessors of Newton, Walton, Morgan and Jasper Counties, Tax Commissioners of Morgan, Newton and Walton Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Value of Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Value of Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Value of Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Value of Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Value of Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Value of Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Value of Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Value of Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Value of Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Value of Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Value of Counties, and the Joint Development Authority of Jasper, Morgan, Newton, and Value of Counties, and the Joint Development Authority of Counties, and the Joint Development	Social Iorgan School Jasper,
Counties]	
MORGAN COUNTY TAX COMMISSIONER	
By:	

SHARING, made and entered into as of the day of _ Circle, Jasper County, Morgan County, Newton County School District, Newton County School District District, Board of Tax Assessors of Newton, Walton,	INTERGOVERNMENTAL CONTRACT Re: REVENUE, 2021, by and between the City of Social ity, Walton County, Jasper County School District, Morgan walton County School District, City of Social Circle School Morgan and Jasper Counties, Tax Commissioners of Jasper, evelopment Authority of Jasper, Morgan, Newton, and Walton
NEWTO	N COUNTY TAX COMMISSIONER
By:	

SHARING, made and entered into as of the day of Circle, Jasper County, Morgan County, Newton County County School District, Newton County School District, V District, Board of Tax Assessors of Newton, Walton, Mo Morgan, Newton and Walton Counties, and the Joint Deve	NTERGOVERNMENTAL CONTRACT Re: REVENUE, 2021, by and between the City of Social Walton County, Jasper County School District, Morgan Valton County School District, City of Social Circle School organ and Jasper Counties, Tax Commissioners of Jasper, lopment Authority of Jasper, Morgan, Newton, and Walton
Counties]	
WALTON	COUNTY TAX COMMISSIONER
By:	