

IN THE SUPERIOR COURT OF DECATUR COUNTY
STATE OF GEORGIA


 Cecilia Willis, Clerk
 Decatur County, Georgia

JUNE FAIRCLOTH, CHAD DOLLAR,)
KRISTINA MARTIN, and LISA DASILVA)

Plaintiffs,

v.

CITY OF BAINBRIDGE; DECATUR)
COUNTY; DECATUR COUNTY SCHOOL)
DISTRICT; DECATUR BOARD OF)
EDUCATION; and DECATUR COUNTY)
BOARD OF TAX ASSESSORS)

Defendants.

Civil Action No. 24CV00046

FIRST AMENDED COMPLAINT

COME NOW Plaintiffs June Faircloth, Chad Dollar, Kristina Martin and Lisa DaSilva
 (collectively, “Plaintiffs”), and for their First Amended Complaint, show the Court as follows:

PARTIES AND JURISDICTION

1.

Plaintiff June Faircloth is an individual resident of Decatur County, Georgia, and is the
 owner of and resides at certain real property located at 214 Riverview Drive, Bainbridge, Decatur
 County, Georgia.

2.

Plaintiff Chad Dollar is an individual resident of Decatur County, Georgia and is the owner
 of and resides at certain real property located at 1565 Newton Road, Bainbridge, Decatur County,
 Georgia.

3.

Plaintiff Kristina Martin is an individual resident of Decatur County, Georgia and is the owner of and resides at certain real property located at 1001 E. College Street, Bainbridge, Decatur County, Georgia.

4.

Plaintiff Lisa DaSilva is an individual resident of Decatur County, Georgia and is the owner of and resides at certain real property located at 3813 Bethel Road, Bainbridge, Decatur County, Georgia.

5.

Defendant City of Bainbridge (the “City”) is a municipal corporation located in Decatur County, Georgia, and is subject to the jurisdiction of this Court. The City may be served with process by serving the Mayor for the City, Edward Reynolds, or the City Manager for the City, Roy Oliver, at 101 South Broad Street, Bainbridge, Decatur County, Georgia.

6.

Defendant Decatur County (the “County”) is a political subdivision of the State of Georgia and is subject to the jurisdiction of this Court. The County may be served with process by serving its Chairman of the Board of Commissioners, Pete Stephens, at 203 Broughton Street, Decatur County, Georgia.

7.

Defendant Decatur County School District (the “School District”) is a political subdivision and public instrumentality of the State of Georgia and is subject to the jurisdiction of this Court. The School District may be served with process by serving the District Superintendent, Boyd English, at 1417 Dothan Road, Bainbridge, Decatur County, Georgia.

8.

Defendant Decatur Board of Education (“BOE”), aka Decatur County Board of Education, is a political subdivision and body politic of the State of Georgia, and is subject to the jurisdiction of this Court. The BOE may be served with process by serving its Chairman Keith Lyle, at 1417 Dothan Road, Bainbridge, Decatur County, Georgia.

9.

Defendant Decatur County Board of Tax Assessors (“BOTA”) is a political subdivision and body politic of the State of Georgia, and is subject to the jurisdiction of this Court. The BOTA may be served with process by serving its Chairman Larry Carroll, at 112 West Water Street, Bainbridge, Decatur County, Georgia.

10.

Sovereign immunity has been waived by these defendants in accordance with the provisions of Article I, Section 2, Paragraph V(b) of the Constitution of the State of Georgia.

11.

Venue is proper in accordance with Article VI, Section 2, Paragraphs III and VI of the Constitution of the State of Georgia because the defendants are located within this jurisdiction and because substantial equitable relief is sought against the defendants.

STATEMENT OF RELEVANT FACTS
Project Liberty

12.

In or about August or September 2023, the Development Authority of Bainbridge and Decatur County (the “Development Authority”) was contacted by a broker, Savills, and asked to respond to a request for information and to propose an incentive package for the location and

development of a primate breeding facility (“Project Liberty”) by a startup company called Safer Human Medicine, Inc. (“SHM”).

13.

The primary purpose of Project Liberty is to breed and house up to 30,000 primates in a single facility situated among residential properties located in near proximity to the Flint River in Bainbridge, Georgia, and then to sell the primates or their offspring for research and experimentation purposes.

14.

SHM is a Delaware corporation that was formed on February 24, 2023, and SHM (i) has never been, and as of the date of this Complaint, is not registered with the Georgia Secretary of State to do business in the State of Georgia; (ii) does not have a Georgia registered agent; (iii) does not maintain an office in Georgia; and (iv) appears to be a single purpose entity that has not engaged in any other business ventures other than the proposed primate breeding facility.

15.

On October 5, 2023, the Development Authority, together with the City’s former City Manager, Chris Hobby, presented a proposed incentive package to Savills, for the benefit of SHM, and which included local incentives, many of which were to be provided by the City and County, totaling \$58,602,988.56.

16.

Despite extensive public safety, environmental, and ethical considerations, as well as the significant tax dollars pledged on behalf of the City and the County, the City and the Development Authority purposefully concealed Project Liberty from the public, including residents located immediately adjacent to the proposed primate breeding facility and local taxpayers.

17.

To further finance Project Liberty, the Decatur County-Bainbridge Industrial Development Authority (“Industrial Authority”) also agreed to issue its Taxable Revenue Bond in the principal face amount of \$300,000,000 (the “Bond Transaction”).

18.

The Development Authority also promised to sell approximately 200 acres of land within its Downrange Industrial Park (the “Property”), valued at \$2,000,000 to SHM for \$10.00, and the Development Authority further agreed to pay Savills an additional \$120,000 brokerage fee. As part of the Bond Transaction, the Property would be titled to the Industrial Authority and leased back to SHM pursuant to a rental agreement (the “Rental Agreement”) so that SHM could avoid paying some or all of its *ad valorem* taxes.

19.

The Industrial Authority also prepared a “Project Agreement,” which was to be entered into by the Industrial Authority, SHM, the County, the City, the BOE on behalf of the School District, the Decatur County Tax Commissioner (“Tax Commissioner”), and the BOTA.

20.

Among other things, the Project Agreement provides that the County and the City will issue all necessary permits for the Project on an expedited basis, waive all fees for such permits, and use their best efforts to ensure that SHM is approved for a Georgia Agricultural Tax Exemption certificate through the Georgia Department of Agriculture. The City also agreed to install road infrastructure, new water infrastructure, new wastewater infrastructure, and natural gas, electric, and telecommunications services.

21.

The Industrial Authority also prepared a “PILOT Agreement,” to be entered into by the Industrial Authority, SHM, the County, the City, the BOE on behalf of the School District, the Tax Commissioner, and the BOTA. Pursuant to the PILOT Agreement, SHM agreed to pay certain payments in lieu of taxes to the Industrial Authority as part of the consideration for the Project Agreement, the Rental Agreement, and other benefits.

22.

On December 5, 2023, the Industrial Authority and City Manager communicated to the City a plan to have a Special Called Joint Meeting at 11:00 am on December 11, 2023 (the “Special Called Meeting”) to approve the Project and PILOT Agreements.

23.

On or about December 6, 2023, the plan for the Special Called Meeting was shared with the County and, upon information and belief, the BOE, BOTA, and the School District were also informed of the Special Called Meeting.

The Open Meetings Act

24.

Under Georgia’s Open Meetings Act, O.C.G.A. § 50-14-1, *et seq.* (the “Act”), the City, County, BOTA, and BOE (collectively, “Public Defendants”) are “Agencies” and are subject to the requirements of the Act.

25.

Pursuant to the Act, all of the Public Defendants’ “meetings shall be open to the public. All votes at any meeting shall be taken in public after due notice of the meeting and compliance

with the posting and agenda requirements of this chapter.” O.C.G.A. § 50-14-1(b)(1).

26.

Also pursuant to the Act, “[a]ny resolution, . . . or other official action” of any of the Public Defendants “adopted, taken, or made at a meeting which is not open to the public as required by the Act shall not be binding.” O.C.G.A. § 50-14-1(b)(2).

27.

Regarding special called meetings, “written or oral notice shall be given at least 24 hours in advance of the meeting to the legal organ in which notices of sheriff’s sales are published in the county where regular meetings are held or at the option of the agency to a newspaper having a general circulation in such county at least equal to that of the legal organ.” O.C.G.A. § 50-14-1(d)(2).

28.

The applicable legal organ is the Post-Searchlight, which continuously publishes content, including meeting notices, on its website.

29.

Prior to any meeting, the Public Defendants were also required to “make available an agenda of all matters expected to come before the agency or committee at such meeting. The agenda shall be available upon request and shall be posted at the meeting site as far in advance of the meeting as reasonably possible.” O.C.G.A. § 50-14-1(e)(1).

30.

The Act also requires that, within two days of the adjournment of a meeting the Public Defendants prepare for public inspection a summary of the subjects acted on and identify all members of the agency present at the meeting. O.C.G.A. § 50-14-1(e)(2)(A).

31.

The meeting minutes are then to be promptly recorded and open to the public for inspection, and “shall, at a minimum, include the names of the members present at the meeting, a description of each motion or other proposal made, the identity of the persons making and seconding the motion or other proposal, and a record of all votes.” O.C.G.A. § 50-14-1(e)(2)(B). Also, the “name of each person voting for or against a proposal shall be recorded. It shall be presumed that the action taken was approved by each person in attendance unless the minutes reflect the name of the persons voting against the proposal or abstaining.” *Id.*

32.

Under the Act, the Court has jurisdiction to enforce compliance with the Act, and further has the power to grant injunctions or other equitable relief, and an action may be brought by any person, firm, corporation or other entity to enforce the requirements of the Act. O.C.G.A. § 50-14-5(a). In any enforcement action where the court determines that an agency acted without substantial justification in not complying with the Act, the court shall, unless it finds that special circumstances exist, assess in favor of the complaining party reasonable attorney’s fees and other litigation costs reasonably incurred. O.C.G.A. § 50-14-5(b).

The Defendants Failed to Comply with the Open Meetings Act

33.

On December 8, 2023, the City and BOE requested that the Post-Searchlight publish notice of the Special Called Meeting “for the purpose of considering the project agreement for Project Liberty.” A true and accurate copy of the notice submitted to the Post-Searchlight by the City is attached hereto as Exhibit A; *see also* email correspondence from Chris Hobby, dated January 22,

2024, a true and accurate copy of which is attached hereto as Exhibit B.

34.

Neither the BOTA, the County, nor the Industrial Authority published a notice for the Special Called Meeting, as required by the Act.

35.

None of the Defendants published an agenda for the Special Called Meeting. Indeed, the former City Manager, Chris Hobby, only circulated the agenda to the Defendants one hour before the Special Called Meeting began. *See* email correspondence from Chris Hobby, dated December 11, 2023, a true and accurate copy of which is attached hereto as Exhibit C. The agenda that was ultimately circulated by Mr. Hobby stated only that the City, the County, the BOE, and the BOTA would each consider the Project Agreement and the Pilot Agreement for Project Liberty, but did not state that the agencies would vote on the contracts. A true and accurate copy of the December 11, 2023 agenda is attached hereto as Exhibit D.

36.

Upon information and belief, the Special Called Meeting did occur, however there was no sign in sheet to reflect who was present at the meeting, and none of the Defendants, except the County and potentially the BOE, recorded in any meeting minutes or summaries the presence or absence of its members. *See* Ex. B; *see also* meeting minutes for the Special Called Meeting provided by the City and the Industrial Authority (the “City Meeting Minutes”), a true and accurate copy of which is attached hereto as Exhibit E; meeting minutes for the Special Called Meeting obtained from the County (the “County Meeting Minutes”), a true and accurate copy of which is attached hereto as Exhibit F.

37.

The City Meeting Minutes and the BOE Meeting Minutes also do not include a record of any vote by the City or BOE (or a vote by any of the Defendants) to approve the PILOT Agreement, which is the consideration for the Rental Agreement that leases the property to SHM. Indeed, the PILOT Agreement is not mentioned in the City Meeting Minutes or BOE Meeting Minutes at all.

38.

The City Meeting Minutes state only that the City (and each of the other Defendants) voted “unanimously” to approve the Project Agreement; however, the City Meeting Minutes do not identify the individual councilmembers or board members that voted for the Project Agreement.

39.

Upon information and belief, and to the knowledge of Plaintiffs, neither the School District nor the BOTA have prepared or adopted any proper meeting minutes to reflect their actions at the Special Called Meeting, and to the knowledge of Plaintiffs, there is no record of their presence at the Special Called Meeting or the votes cast therein apart from what is contained in the City’s Meeting Minutes.

40.

Notwithstanding that the requirements of the Act were not satisfied, the Industrial Authority, the BOE on behalf of the School District, the BOTA, the County, and the City each executed the Project Agreement. A true and accurate copy of the Project Agreement is attached hereto as Exhibit G.

41.

Notwithstanding that the requirements of the Act were not satisfied, and that neither the City Meeting Minutes nor BOE Meeting Minutes reflect that a vote ever occurred to approve the

PILOT Agreement, the Industrial Authority, the BOE on behalf of the School District, the BOTA, the County, and the City each executed the PILOT Agreement. A true and accurate copy of the PILOT Agreement is attached hereto as Exhibit H.

The Public Learns of Project Liberty

42.

After the Special Called Meeting, and the execution of the PILOT and Project Agreements, Plaintiffs and the public learned about Project Liberty and the plan to construct the breeding facility for 30,000 primates directly adjacent to residential properties, including within hundreds of feet of Plaintiff Chad Dollar's home.

43.

Also, after the Special Called Meeting and the execution of the contracts with SHM, Plaintiffs and the public learned that officers of SHM include former executives from other companies that had previously committed violations of multiple animal welfare laws. For example, SHM's Chief Executive Officer, Jim Harkness, was the Chief Operating Officer at Envigo RMS, LLC ("Envigo"), which had a beagle-breeding facility in the State of Virginia, and Envigo agreed to close and release for adoption approximately 4,000 beagles in order to resolve a federal lawsuit after the facility racked up more than 70 animal welfare violations and was raided by the U.S. Department of Justice.

44.

Also, after the Special Called Meeting and execution of the contracts, Plaintiffs and the public learned for the first time about the potential environmental consequences associated with Project Liberty, including its planned impact on the Flint River.

45.

Unbeknownst to Plaintiffs, on December 14, 2023, the State filed a petition commencing a bond validation proceeding (“Validation Proceeding”) to validate the Industrial Authority’s Taxable Revenue Bond, and this Court issued a Validation Order on January 2, 2024.

46.

However, none of the Defendants were parties to the Validation Proceeding, and the Validation Order did not find that either the Project Agreement or PILOT Agreement were binding obligations of, or enforceable against, any of the Defendants.

47.

Moreover, on January 31, 2024, the Validation Order was appealed by the District Attorney, a party to the Validation Proceedings, challenging whether the Industrial Authority complied with the Act and followed the required procedures for the Validation Proceedings.

48.

The County later investigated whether it had met the requirements of the Act prior to voting on and executing the PILOT and Project Agreements, and determined that it had not provided proper notice nor posted the required agenda for the Special Called Meeting. Accordingly, the County in a regular meeting on January 23, 2024, acknowledged the omission and announced that the PILOT and Project Agreements are void and non-binding as to the County.

49.

On February 13, 2024, the County, during a regular meeting voted to reject the PILOT and Project Agreements, and further voted to disavow any prior execution of the PILOT and Project Agreements based on its prior noncompliance with the Act.

50.

Notwithstanding the pervasive and complete failures of the Defendants to comply with the Act at the Special Called Meeting, and notwithstanding that the Project and PILOT Agreements were signed without the required authorities and approvals, SHM has announced its plan to proceed with Project Liberty and says that it plans to enforce the contracts against the Defendants.

Open Records Act Request

51.

On September 27, 2024, Plaintiffs, through their legal counsel, sent an Open Records Act Request, pursuant to O.C.G.A. § 50-18-70, *et seq.*, to the City.

52.

Consistent with O.C.G.A. § 50-18-71(e), Plaintiffs provided the City's legal counsel with a copy of the request.

53.

The City did not respond to Plaintiffs' request, and has not provided any justification for refusing to respond to Plaintiffs' Open Records Act request.

COUNT I: DECLARATORY JUDGMENT DEFENDANT DECATUR COUNTY

54.

Plaintiffs hereby incorporate by reference the preceding paragraphs as if fully restated herein.

55.

The County failed to comply with the Act with respect to the Special Called Meeting because it (i) failed to provide advance notice of the Special Called Meeting as required by O.C.G.A. § 50-14-1(d)(2) and (ii) did not post an agenda as required by O.C.G.A. § 50-14-1(e)(1).

56.

As a result of the County's failures to comply with the Act, pursuant to the express provisions of the Act and as a matter of law, neither the Project Agreement nor the PILOT Agreement are binding on the County, and the obligations set forth therein cannot be enforced against the County.

57.

Notwithstanding that the County has acknowledged its violation of the Act, and has voted to reject the PILOT and Project Agreements, SHM is still proceeding with Project Liberty and seeking to enforce both contracts against the County, and therefore declaratory relief is an appropriate remedy in accordance with the provisions of Article I, Section 2, Paragraph V(b) of the Constitution of the State of Georgia and O.C.G.A. § 50-14-5(a).

58.

Plaintiffs are entitled to a declaratory judgment declaring that (i) the County did not comply with the requirements of the Act; (ii) any actions or votes taken by the County at the Special Called Meeting are not binding on the County; and (iii) the Project Agreement and the PILOT Agreement are void, not binding, and cannot be enforced against the County.

**COUNT II: DECLARATORY JUDGMENT
DEFENDANT CITY OF BAINBRIDGE**

59.

Plaintiffs hereby incorporate by reference the preceding paragraphs as if fully restated herein.

60.

The City failed to comply with the Act with respect to the Special Called Meeting because it (i) failed to post an agenda as required by O.C.G.A. § 50-14-1(e)(1); (ii) failed to record the

names of the councilmembers who were present at the meeting as required by O.C.G.A. § 50-14-1(e)(2)(B); and (iii) failed to provide a summary of the Special Called Meeting two days after it occurred as required by O.C.G.A. § 50-14-1(e)(2)(A).

61.

The City also failed to comply with the Act with respect to the Special Called Meeting because it (i) failed to record the names of the members who voted to approve the Project Agreement, as required by O.C.G.A. § 50-14-1(e)(2)(B) and (ii) altogether failed to record in the meeting minutes any vote whatsoever with respect to the PILOT Agreement.

62.

As a result of the City's failures to comply with the Act, pursuant to the express provisions of the Act and as a matter of law, neither the Project Agreement nor the PILOT Agreement are binding on the City, and the obligations set forth therein cannot be enforced against the City.

63.

Notwithstanding the City's clear violations of the Act, members of the City Council have stated that they believe that the Project Agreement and PILOT Agreement are binding on the City, and SHM is still proceeding with Project Liberty and seeking to enforce both contracts against the City. Therefore, declaratory relief is an appropriate remedy in accordance with the provisions of Article I, Section 2, Paragraph V(b) of the Constitution of the State of Georgia and O.C.G.A. § 50-14-5(a).

64.

Plaintiffs are entitled to a declaratory judgment declaring that (i) the City did not comply with the requirements of the Act, and that any actions or votes taken by the City at the Special Called Meeting are not binding on the City; (ii) the City did not vote to approve the PILOT

Agreement; and (iii) the Project Agreement and the PILOT Agreement are void, not binding, and cannot be enforced against the City.

COUNT III: DECLARATORY JUDGMENT
DEFENDANTS DECATUR COUNTY BOARD OF EDUCATION AND DECATUR
COUNTY SCHOOL DISTRICT

65.

Plaintiffs hereby incorporate by reference the preceding paragraphs as if fully restated herein.

66.

The BOE acted on behalf of, and executed the Project and PILOT Agreements on behalf of, the School District.

67.

The BOE and the School District failed to comply with the Act with respect to the Special Called Meeting because they failed to (i) to post an agenda as required by O.C.G.A. § 50-14-1(e)(1); (ii) properly identify members that voted for both Agreements and (iii) provide a summary of the Special Called Meeting two days after it occurred as required by O.C.G.A. § 50-14-1(e)(2)(A).

68.

The BOE and the School District also failed to comply with the Act with respect to the Special Called Meeting because they failed to record the names of the members who voted to approve the Project Agreement, as required by O.C.G.A. § 50-14-1(e)(2)(B) and (ii) altogether failed to record in the meeting minutes any vote whatsoever with respect to the PILOT Agreement.

69.

As a result of the BOE's and School District's failures to comply with the Act, pursuant to

the express provisions of the Act and as a matter of law, neither the Project Agreement nor the PILOT Agreement are binding on the BOE or the School District, and the obligations set forth therein cannot be enforced against either the BOE or the School District.

70.

Notwithstanding the aforementioned violations of the Act, neither the BOE nor the School District have disavowed or confirmed that the Project Agreement and PILOT Agreement are not binding on them, and SHM is still proceeding with Project Liberty and seeking to enforce both contracts against the BOE and School District. Therefore, declaratory relief is an appropriate remedy in accordance with the provisions of Article I, Section 2, Paragraph V(b) of the Constitution of the State of Georgia and O.C.G.A. § 50-14-5(a).

71.

Plaintiffs are entitled to a declaratory judgment declaring that (i) the BOE and School District did not comply with the requirements of the Act, and that any actions or votes taken by the BOE and the School District at the Special Called Meeting are void and not binding on them; (ii) the BOE and the School District did not vote to approve the PILOT Agreement; and (iii) the Project Agreement and the PILOT Agreement are void, not binding, and cannot be enforced against either the BOE or the School District.

**COUNT IV: DECLARATORY JUDGMENT
DEFENDANT DECATUR COUNTY BOARD OF TAX ASSESSORS**

72.

Plaintiffs hereby incorporate by reference the preceding paragraphs as if fully restated herein.

73.

The BOTA failed to comply with the Act with respect to the Special Called Meeting

because it (i) failed to provide any notice of the meeting, as required by O.C.G.A. § 50-14-1(d)(2); (ii) failed to post an agenda as required by O.C.G.A. § 50-14-1(e)(1); (iii) failed to record the names of its members who were present at the meeting as required by O.C.G.A. § 50-14-1(e)(2)(B); and/or (iv) failed to provide a summary of the Special Called Meeting two days after it occurred as required by O.C.G.A. § 50-14-1(e)(2)(A).

74.

Upon information and belief, the BOTA also failed to comply with the Act with respect to the Special Called Meeting because it failed to record the names of the members who voted to approve the Project Agreement, as required by O.C.G.A. § 50-14-1(e)(2)(B), and (ii) altogether failed to record in the meeting minutes any vote whatsoever with respect to the PILOT Agreement.

75.

As a result of the BOTA's failure to comply with the Act, pursuant to the express provisions of the Act and as a matter of law, neither the Project Agreement nor the PILOT Agreement are binding on the BOTA, and the obligations set forth therein cannot be enforced against it.

76.

Notwithstanding the BOTA's clear violations of the Act, the BOTA has not disavowed or confirmed that the Project Agreement and PILOT Agreement are not binding on the BOTA. Moreover, SHM is proceeding with Project Liberty and seeking to enforce both contracts against the BOTA. Therefore, declaratory relief is an appropriate remedy in accordance with the provisions of Article I, Section 2, Paragraph V(b) of the Constitution of the State of Georgia and O.C.G.A. § 50-14-5(a).

77.

Plaintiffs are entitled to a declaratory judgment declaring that (i) the BOTA did not comply

with the requirements of the Act, and that any actions or votes taken by the BOTA at the Special Called Meeting are not binding on the BOTA; (ii) the BOTA did not vote to approve the PILOT Agreement; and (iii) that the Project Agreement and the PILOT Agreement are void, not binding, and cannot be enforced against the BOTA.

**COUNT V
INJUNCTIVE RELIEF
ALL DEFENDANTS**

78.

Plaintiffs hereby incorporate by reference the preceding paragraphs as if fully restated herein.

79.

In accordance with the provisions of O.C.G.A. §§ 50-14-5(a) and 9-4-3, and consistent with the provisions of Article I, Section 2, Paragraph V(b) of the Constitution of the State of Georgia, Plaintiffs are entitled to further relief, including injunctive relief in the form of an order from this Court that prohibits performance of any of the parties to the Project Agreement and the PILOT Agreement until such time as this action is resolved or the Court issues the declarations prayed for herein.

80.

Unless an injunction is issued, Defendants will continue the acts and omissions complained of herein and Plaintiffs will have no adequate remedy at law.

81.

Moreover, Plaintiffs will be irreparably harmed because, among other things, the construction of the primate breeding facility will continue to negatively impact the environment and property values. Furthermore, the facility will have a direct impact on the residents located

next to the breeding facility, including Plaintiff Chad Dollar.

**COUNT VI
VIOLATION OF OPEN RECORDS ACT
DEFENDANT CITY OF BAINBRIDGE**

82.

Plaintiffs hereby incorporate by reference the preceding paragraphs as if fully restated herein.

83.

The Open Records Act, O.C.G.A. §§ 50-18-70, *et seq.*, codifies the strong presumption that public records should be made available for public inspection without delay.

84.

Pursuant to O.C.G.A. § 50-18-71, all public records must be open to the public for personal inspection and copying, and individuals can submit requests to agencies to inspect public records.

85.

Under O.C.G.A. § 50-18-71(b)(1)(A), an agency must respond to an Open Records Act request within three business days of the request.

86.

The City is an agency governed by the Open Records Act.

87.

Plaintiffs, through their counsel, sent an Open Records Act request to the City on September 27, 2024.

88.

Plaintiffs' Open Records Act request to the City complied with all requirements of the Open Records Act, including the requirement that civil litigants make copies of requests available

to counsel of record contemporaneously.

89.

The records Plaintiffs requested from the City are not exempt from the Open Records Act.

90.

The City knowingly and willingly, or in the alternative negligently, failed to respond to the request within three business days.

91.

Accordingly, the City knowingly and willfully, or in the alternative negligently, violated its duty under the Open Records Act.

92.

The City is not substantially justified in failing and refusing to respond to Plaintiffs' Open Records Act request.

93.

Under O.C.G.A. § 50-18-74, "[a]ny person or entity knowingly and willfully violating the provisions of this article by failing or refusing to provide access to records not subject to exemption from this article, by knowingly and willingly failing or refusing to provide access to such records within the time limits set forth in this article . . . shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$1,000.00 for the first violation. Alternatively, a civil penalty may be imposed by the court in any civil action brought pursuant to this article against any person who negligently violates the terms of this article in an amount not to exceed \$1,000.00 for the first violation."

94.

Plaintiffs are entitled to an award of \$1,000.00 from the City for its violation of the Open

Records Act.

95.

Because the City's violation of the Open Records Act is not substantially justified, Plaintiffs are entitled to attorney's fees and costs of litigation.

**COUNT VII
ATTORNEY'S FEES AND EXPENSES OF LITIGATION
ALL DEFENDANTS**

96.

Plaintiffs hereby incorporate by reference the preceding paragraphs as if fully restated herein.

97.

Defendants have willfully and wantonly disregarded the requirements of the Act and have acted without any substantial justification, requiring Plaintiffs to file this action. Thus, Plaintiffs are entitled to their reasonable attorney's fees and other litigation costs reasonably incurred pursuant to Section 50-14-5(b) of the Act.

WHEREFORE, Plaintiffs pray for the following relief:

- (1) Pursuant to Count 1, for the issuance of a declaratory judgment finding that (i) the County did not comply with the requirements of the Act; (ii) any actions or votes taken by the County at the Special Called Meeting are not binding on the County; and (iii) the Project Agreement and the PILOT Agreement are void, not binding, and cannot be enforced against the County.
- (2) Pursuant to Count II, for the issuance of a declaratory judgment finding that (i) the City did not comply with the requirements of the Act, and that any actions or votes taken by the City at the Special Called Meeting are not binding on the City; (ii) the City did not

vote to approve the PILOT Agreement; and (iii) the Project Agreement and the PILOT Agreement are void, not binding, and cannot be enforced against the City.

- (3) Pursuant to Count III, for the issuance of a declaratory judgment finding that (i) the BOE and School District did not comply with the requirements of the Act, and that any actions or votes taken by the BOE and the School District at the Special Called Meeting are void and not binding on them; (ii) the BOE and the School District did not vote to approve the PILOT Agreement; and (iii) the Project Agreement and the PILOT Agreement are void, not binding, and cannot be enforced against either the BOE or the School District.
- (4) Pursuant to Count IV, for the issuance of a declaratory judgment finding that (i) the BOTA did not comply with the requirements of the Act, and that any actions or votes taken by the BOTA at the Special Called Meeting are not binding on the BOTA; (ii) the BOTA did not vote to approve the PILOT Agreement; and (iii) the Project Agreement and the PILOT Agreement are void, not binding, and cannot be enforced against the BOTA.
- (5) Pursuant to Count V, injunctive relief in the form of an order from this Court that prohibits performance by any of the parties to the Project Agreement and the PILOT Agreement until such time as this action is resolved or the Court issues the declarations prayed for herein.
- (6) Pursuant to Count VI, an award to Plaintiffs of \$1,000.00 in damages and an award of Plaintiffs' reasonable attorney's fees and litigation expenses.
- (7) Pursuant to Count VII, an award of Plaintiffs' reasonable attorney's fees and litigation expenses.

(8) Such other and further relief as this Court may deem just and proper.

October 21, 2024

Respectfully Submitted,

ARNALL GOLDEN GREGORY LLP

/s/ Rebecca A Davis

Rebecca A. Davis

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Jennifer.Shelfer@agg.com

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of October 2024, the foregoing motion was served through the court's electronic filing system on all counsel of record.

/s/ Rebecca A. Davis

Rebecca A. Davis

**IN THE SUPERIOR COURT OF DECATUR COUNTY
STATE OF GEORGIA**

**JUNE FAIRCLOTH, CHAD DOLLAR,
KRISTINA MARTIN, and LISA DASILVA**

Plaintiffs,

v.

**CITY OF BAINBRIDGE; DECATUR
COUNTY; DECATUR COUNTY SCHOOL
DISTRICT; DECATUR BOARD OF
EDUCATION; and DECATUR COUNTY
BOARD OF TAX ASSESSORS**

Defendants.

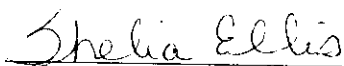
CIVIL ACTION NO. 24CV00046

VERIFICATION

I, June Faircloth, state that I have read the foregoing First Amended Complaint and the facts set forth in this First Amended Complaint are true and correct to the best of my knowledge.

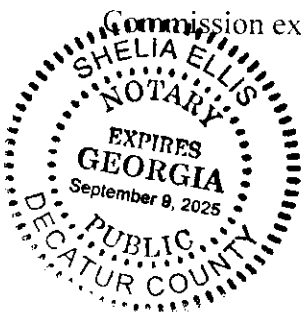

June Faircloth

Sworn to and subscribed before me
this 21 day of October, 2024


Shelia Ellis

NOTARY PUBLIC

Commission expires: September 9, 2025



IN THE SUPERIOR COURT OF DECATUR COUNTY
STATE OF GEORGIA

JUNE FAIRCLOTH, CHAD DOLLAR,
KRISTINA MARTIN, and LISA DASILVA

Plaintiffs,

v.

CIVIL ACTION NO. 24CV00046

CITY OF BAINBRIDGE; DECATUR
COUNTY; DECATUR COUNTY SCHOOL
DISTRICT; DECATUR BOARD OF
EDUCATION; and DECATUR COUNTY
BOARD OF TAX ASSESSORS

Defendants.

VERIFICATION

I, Chad Dollar, state that I have read the foregoing First Amended Complaint and the facts set forth in the First Amended Complaint are true and correct to the best of my knowledge.


Chad Dollar

Sworn to and subscribed before me
this 18th day of October, 2024


NOTARY PUBLIC

Commission expires: _____



VERIFICATION

I, Chad Dollar, state that I have read the foregoing First Amended Complaint and the facts set forth in the First Amended Complaint are true and correct to the best of my knowledge.

Chad Dollar

Sworn to and subscribed before me
this ____ day of October, 2024

NOTARY PUBLIC

Commission expires: _____

**IN THE SUPERIOR COURT OF DECATUR COUNTY
STATE OF GEORGIA**

JUNE FAIRCLOTH, CHAD DOLLAR,)

KRISTINA MARTIN, and LISA DASILVA)

)

Plaintiffs,)

)

v.) **CIVIL ACTION NO. 24CV00046**

)

CITY OF BAINBRIDGE; DECATUR)

COUNTY; DECATUR COUNTY SCHOOL)

DISTRICT; DECATUR BOARD OF)

EDUCATION; and DECATUR COUNTY)

BOARD OF TAX ASSESSORS)

)

Defendants.)

VERIFICATION

I, Kristina Martin, state that I have read the foregoing First Amended Complaint and the facts set forth in the First Amended Complaint are true and correct to the best of my knowledge.

Kristina Martin

Sworn to and subscribed before me
this 21 day of October, 2024

NOTARY PUBLIC

Commission expires: 11/13/25



**IN THE SUPERIOR COURT OF DECATUR COUNTY
STATE OF GEORGIA**

JUNE FAIRCLOTH, CHAD DOLLAR,)

KRISTINA MARTIN, and LISA DASILVA)

)

Plaintiffs,)

)

IN THE SUPERIOR COURT OF DECATUR COUNTY
STATE OF GEORGIA

JUNE FAIRCLOTH, CHAD DOLLAR,
KRISTINA MARTIN, and LISA DASILVA

Plaintiffs,

v.

CITY OF BAINBRIDGE; DECATUR
COUNTY; DECATUR COUNTY SCHOOL
DISTRICT; DECATUR BOARD OF
EDUCATION; and DECATUR COUNTY
BOARD OF TAX ASSESSORS

Defendants.

CIVIL ACTION NO. 24CV00046

VERIFICATION

I, Lisa DaSilva, Jr. state that I have read the foregoing First Amended Complaint, and the facts set forth in the First Amended Complaint are true and correct to the best of my knowledge.


Lisa DaSilva.

Lisa DaSilva

Sworn to and subscribed before me
this 21 day of October, 2024


NOTARY PUBLIC

Commission expires: 8/18/28



Exhibit A

SPECIAL CALLED MEETING
PROJECT AGREEMENT – PROJECT LIBERTY

The City of Bainbridge City Council will hold a Special Called Meeting on Monday, December 11, 2023, at 11:00am for the purpose of considering the project agreement for Project Liberty. This meeting will be held at the Charles H. Kirbo Regional Center located at 2500 E. Shotwell Street, Bainbridge, GA 39819.

The Public is invited to this meeting to become informed of the project activities.

The City of Bainbridge is committed to providing all persons with equal access to its services and programs. For reasonable accommodation, please contact Allie Godwin at 229-248-2000 or allieg@bainbridgecity.com.

Exhibit B

From: ml.bainbridge@calnetusa.com
To: daniel@bainbridgecalnetusa.com
Subject: FW: Special Called Meeting - Monday, December 11th at 11:00am
Date: Tuesday, January 23, 2024 10:06:00 AM
Attachments: [Outlook-Item.rtf](#)
[Project Liberty Meeting Notice.pdf](#)
[Image02.png](#)

From: Chris Hobby <rich@bainbridgecty.com>
Sent: Monday, January 22, 2024 9:22 AM
To: Bruce Kirby <brkib@kirbylawyers.com>
Cc: Tom Conger <tomconger@bellouth.net>; rm bainbridgedcty.com <rm.bainbridgedcty.com>;
Cst: Tom Conger (tomconger@bellouth.net)
Subject: FW: Special Called Meeting, Monday, December 11th at 11:00am

Bruce: The city sent the attached notice to the Post Searchlight on Friday, December 8, 2023, at 4:39 PM. This same notice was also taped to the front door of the Kirby Center. We do not have any information on the county or development authority meeting notices.

Chris

Chris Hobby - Email Signature

From: Allie Godwin <allieg@bainbridgecity.com>
Sent: Monday, January 22, 2024 9:16 AM
To: Chris Hobby <chrish@bainbridgecity.com>
Subject: Fw: Special Called Meeting - Monday, December 11th at 11:00am

From: Allie Godwin
Sent: Friday, December 8, 2023 4:39 PM
To: distat@live1013.com <distat@live1013.com>; edithmiller58@yahoo.com <edithmiller58@yahoo.com>; Ethan Reddih <ethan.reddih@thepostsearchlight.com>; poorufits@yahoo.com <poorufits@yahoo.com>; the.postsearchlight.com <the.postsearchlight.com>; xthand@bainbridgega.com <xthand@bainbridgega.com>;
Cc: Crystal Hires <crystal@bainbridgega.com>
Subject: Special Called Meeting - Monday, December 11th at 11:00am

Please see attached meeting notice.

Thank you,

Exhibit C

From: [Chris Hobby](#)
To: [Allie Godwin](#); athomas@decaturcountyga.gov; rm_bainbridgedecaturga.com; benglish@dcboe.com
Cc: Keith@warren-brannen-lyle.com; reynoldsef@gmail.com
Subject: LIBERTY JOINT MEETING
Date: Monday, December 11, 2023 9:54:54 AM
Attachments: [image001.png](#)
[LIBERTY JOINT MEETING.docx](#)

Good morning:

Attached is the agenda for this morning's meeting. Allie has prepared packets for everyone, so there is no need to for you to print.

Chris

Chris Hobby - Email Signature



**JOINT MEETING OF DECATUR COUNTY-BAINBRIDGE INDUSTRIAL
DEVELOPMENT AUTHORITY
CITY OF BAINBRIDGE, GEORGIA
DECATUR COUNTY, GEORGIA
DECATUR COUNTY SCHOOL DISTRICT
DECATUR COUNTY TAX COMMISSIONER
DECATUR COUNTY BOARD OF TAX ASSESSORS**

December 11, 2023

CHARLES H. KIRBO REGIONAL CENTER

AGENDA

- 1. WELCOME, KEITH LYLE, CHAIRMAN DEVELOPMENT AUTHORITY AND BOARD OF EDUCATION**
- 2. INVOCATION, COMMISSIONER DENNIS BRINSON**

DECATUR COUNTY-BAINBRIDGE INDUSTRIAL DEVELOPMENT AUTHORITY

- | | |
|--|-------------------------|
| 1. CALL TO ORDER | CHAIRMAN LYLE |
| 2. CONSIDERATION OF BOND RESOLUTION | MICHAEL KOZLAREK |
| 3. ADJOURNMENT | |

CITY COUNCIL OF THE CITY OF BAINBRIDGE

- | | |
|--|-----------------------|
| 1. CALL TO ORDER | MAYOR REYNOLDS |
| 2. CONSIDERATION OF PROJECT AGREEMENT | KOZLAREK, SHM |
| 3. CONSIDERATION OF PILOT AGREEMENT | |
| 4. ADJOURNMENT | |

DECATUR COUNTY BOARD OF EDUCATION

- | | |
|--|----------------------|
| 1. CALL TO ORDER | CHAIRMAN LYLE |
| 2. CONSIDERATION OF PROJECT AGREEMENT | KOZLAREK, SHM |
| 3. CONSIDERATION OF PILOT AGREEMENT | |
| 4. ADJOURNMENT | |

DECATUR COUNTY BOARD OF COMMISSIONERS

- | | |
|--|--------------------------|
| 1. CALL TO ORDER | CHAIRMAN STEPHENS |
| 2. CONSIDERATION OF PROJECT AGREEMENT | KOZLAREK, SHM |
| 3. CONSIDERATION OF PILOT AGREEMENT | |
| 4. ADJOURNMENT | |

DECATUR COUNTY BOARD OF TAX ACCESSORS

- | | |
|--|--------------------------|
| 1. CALL TO ORDER | CHAIRMAN KENDRICK |
| 2. CONSIDERATION OF PROJECT AGREEMENT | KOZLAREK, SHM |
| 3. CONSIDERATION OF PILOT AGREEMENT | |
| 4. ADJOURNMENT | |

Exhibit D

**JOINT MEETING OF DECATUR COUNTY-BAINBRIDGE INDUSTRIAL
DEVELOPMENT AUTHORITY
CITY OF BAINBRIDGE, GEORGIA
DECATUR COUNTY, GEORGIA
DECATUR COUNTY SCHOOL DISTRICT
DECATUR COUNTY TAX COMMISSIONER
DECATUR COUNTY BOARD OF TAX ASSESSORS**

December 11, 2023

CHARLES H. KIRBO REGIONAL CENTER

AGENDA

- 1. WELCOME, KEITH LYLE, CHAIRMAN DEVELOPMENT AUTHORITY AND
BOARD OF EDUCATION**
- 2. INVOCATION, COMMISSIONER DENNIS BRINSON**

DECATUR COUNTY-BAINBRIDGE INDUSTRIAL DEVELOPMENT AUTHORITY

- | | |
|--|-------------------------|
| 1. CALL TO ORDER | CHAIRMAN LYLE |
| 2. CONSIDERATION OF BOND RESOLUTION | MICHAEL KOZLAREK |
| 3. ADJOURNMENT | |

CITY COUNCIL OF THE CITY OF BAINBRIDGE

- | | |
|--|-----------------------|
| 1. CALL TO ORDER | MAYOR REYNOLDS |
| 2. CONSIDERATION OF PROJECT AGREEMENT | KOZLAREK, SHM |
| 3. CONSIDERATION OF PILOT AGREEMENT | |
| 4. ADJOURNMENT | |

DECATUR COUNTY BOARD OF EDUCATION

- | | |
|--|----------------------|
| 1. CALL TO ORDER | CHAIRMAN LYLE |
| 2. CONSIDERATION OF PROJECT AGREEMENT | KOZLAREK, SHM |
| 3. CONSIDERATION OF PILOT AGREEMENT | |
| 4. ADJOURNMENT | |

DECATUR COUNTY BOARD OF COMMISSIONERS

- | | |
|--|--------------------------|
| 1. CALL TO ORDER | CHAIRMAN STEPHENS |
| 2. CONSIDERATION OF PROJECT AGREEMENT | KOZLAREK, SHM |
| 3. CONSIDERATION OF PILOT AGREEMENT | |
| 4. ADJOURNMENT | |

DECATUR COUNTY BOARD OF TAX ACCESSORS

- | | |
|--|--------------------------|
| 1. CALL TO ORDER | CHAIRMAN KENDRICK |
| 2. CONSIDERATION OF PROJECT AGREEMENT | KOZLAREK, SHM |
| 3. CONSIDERATION OF PILOT AGREEMENT | |
| 4. ADJOURNMENT | |

Exhibit E

Joint Meeting – Project Liberty
Special Called Meeting Minutes
December 11, 2023 11:00 AM
Dining Room 111, Kirbo Center

Keith Lyle, serving as Chairman of the Decatur County-Bainbridge Industrial Development Authority, welcomed everyone to the joint meeting. Chairman Lyle stated that the Decatur County-Bainbridge Industrial Development Authority was here to consider a Bond Resolution for Project Liberty and all other authorities present would be considering the Project Agreement for Project Liberty. Chairman Lyle then gave a quick run down of how the meeting was going to run.

Chairman Lyle, Chairman of the Decatur County-Bainbridge Industrial Development Authority, called their meeting to order,

Chairman Lyle, also serving as Chairman of the Decatur County Board of Education, called their meeting to order.

Chairman Lyle then called on Mayor Edward Reynolds. Mayor Reynolds, Mayor of the City of Bainbridge, called their meeting to order.

Chairman Lyle then called on Chairman Pete Stephens of the Decatur County Board of Commissioners. Chairman Stephens called their meeting to order.

Chairman Lyle then called on Chairman Jackson Kendrick of the Decatur County Board of Tax Assessors. Chairman Kendrick called their meeting to order.

Decatur County-Bainbridge Industrial Development Authority Chairman, Keith Lyle, then turned the joint meeting over to Attorney Michael Kozlarek. Mr. Kozlarek described the Project Liberty Project Agreement as well as the bond process and tax abatements. Mr. Kozlarek then asked for any closing comments. Councilwoman Glennie Bench, County Commissioner George Anderson and Decatur County-Bainbridge Industrial Development Authority Member Glenn Heard asked questions. The meeting was then turned back over to Chairman Lyle for transaction.

Chairman Lyle called on the Decatur County-Bainbridge Industrial Development Authority to entertain a motion to approve the Bond Resolution as presented. Upon a motion offered by Ramsey Simmons and seconded by Andy Bell, the Decatur County-Bainbridge Industrial Development Authority voted unanimously to approve the Bond Resolution.

Chairman Lyle then called on Mayor Edward Reynolds. Mayor Reynolds called on the City of Bainbridge City Council to entertain a motion to approve the Project Liberty Project Agreement as presented. Upon a motion offered by Don Whaley and seconded by Glennie Bench, the City of Bainbridge City Council voted unanimously to approve the Project Liberty Project Agreement.

Chairman Lyle, also serving as Chairman of the Decatur County Board of Education, called on the Decatur County Board of Education to entertain a motion to approve the Project Liberty Project Agreement as presented. Upon a motion offered by Mike Conder and seconded by Brandon Conley, the Decatur County Board of Education voted unanimously to approve the Project Liberty Project Agreement.

Chairman Lyle then called on Chairman Pete Stephens, Chairman of the Decatur County Board of Commissioner's. Chairman Stephens called on the Decatur County Board of Commissioner's to entertain a motion to approve the Project Liberty Project Agreement as presented. Upon a motion offered by Rusty Davis and seconded by George Anderson, the Decatur County Board of Commissioner's voted unanimously to approve the Project Liberty Project Agreement.

Chairman Lyle then called on Chairman Jackson Kendrick with the Decatur County Board of Tax Assessors. Chairman Kendrick called on the Decatur County Board of Tax Assessors to entertain a motion to approve the Project Liberty Project Agreement as presented. Upon a motion offered by Bill Harrell and seconded by Gloria Freeman, the Decatur County Board of Tax Assessors voted unanimously to approve the Project Liberty Project Agreement.

Chairman Lyle then stated he will then call on the respective boards for adjournment.

Chairman Lyle, Chairman of the Decatur County-Bainbridge Industrial Development Authority stated that having no further business, the Decatur County-Bainbridge Industrial Development Authority stands adjourned.

Chairman Lyle then called on Mayor Edward Reynolds. Mayor Reynolds stated that having no further business, the City of Bainbridge City Council stands adjourned.

Chairman Lyle, also serving as Chairman of the Decatur County Board of Education, stated that having no further business, the Decatur County Board of Education stands adjourned.

Chairman Lyle then called on Chairman Pete Stephens. Chairman Stephens stated that having no further business, the Decatur County Board of Commissioners stands adjourned.

Chairman Lyle then called on Chairman Jackson Kendrick of the Decatur County Board of Tax Assessors. Chairman Kendrick stated that this concluded their agenda and having no further business, he would entertain a motion to be adjourned. Upon a motion offered by Bill Harrell and seconded by Gloria Freeman, the Decatur County Board of Tax Assessors voted unanimously to adjourn their meeting.

Exhibit F

MINUTES

SPECIAL CALLED MEETING

DECATUR COUNTY BOARD OF COMMISSIONERS

THE KIRBO REGIONAL CENTER

MONDAY, DECEMBER 11, 2023

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, RUSTY DAVIS, AND GEORGE ANDERSON, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

ABSENT: COMMISSIONERS, BOBBY BARBER, JR, STEVE BROCK

CALLED TO ORDER

Chairman Stephens called the special called meeting to order at 11:00 a.m.

CONSIDERATION OF PROJECT AGREEMENT – PROJECT LIBERTY

Michael Kozlarek briefly explained the details of the Project Liberty Agreement and said he would be happy to answer any questions. There being no questions, the meeting continued to the next agenda item.

CONSIDERATION OF PILOT AGREEMENT – PROJECT LIBERTY

Commissioner Davis made a motion to approve the Project Liberty Pilot Agreement, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved

ADJOURNMENT

There being no further business, the meeting, on motion by Vice Chairman Brinson was duly adjourned. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved

Approved: Pete Stephens
Chairman, Pete Stephens

Attest: Michelle B. West
County Clerk, Michelle B. West

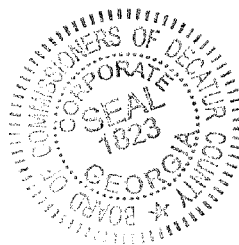


Exhibit G

PROJECT AGREEMENT

by and between

SAFER HUMAN MEDICINE, INC.

and

**DECATUR COUNTY-BAINBRIDGE INDUSTRIAL DEVELOPMENT AUTHORITY
CITY OF BAINBRIDGE, GEORGIA
DECATUR COUNTY, GEORGIA
DECATUR COUNTY SCHOOL DISTRICT
DECATUR COUNTY TAX COMMISSIONER
DECATUR COUNTY BOARD OF TAX ASSESSORS**

Effective Date:

December 11, 2023

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EXHIBIT D	Utility Requirements
EXHIBIT E	Road Infrastructure
EXHIBIT F	Payments in Lieu of Tax
EXHIBIT G	State Incentives

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (“Agreement”) is hereby made and entered into as of December 11, 2023 (“Effective Date”), by and between **SAFER HUMAN MEDICINE, INC.**, a Delaware corporation (“Company”), the **DECATUR COUNTY-BAINBRIDGE INDUSTRIAL DEVELOPMENT AUTHORITY**, a constitutional development authority (“Authority”) for the City of Bainbridge, Georgia, and Decatur County, Georgia, the **CITY OF BAINBRIDGE, GEORGIA**, a municipal corporation of the State of Georgia (“City”), **DECATUR COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“County”), the **DECATUR COUNTY SCHOOL DISTRICT** (“District”), the **DECATUR COUNTY TAX COMMISSIONER** (“Commissioner”), and the **DECATUR COUNTY BOARD OF TAX ASSESSORS** (“Tax Assessors” and together with the Authority, the City, the County, and the Commissioner, the “Public Authorities”).

W I T N E S S E T H:

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

WHEREAS, the Company is in the business of developing and operating animal husbandry-related facilities related to medical research and development;

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

WHEREAS, the Authority has determined to provide to the Company approximately 200 acres of developable land in the Downrange Industrial Park, which land is collectively shown or described on Exhibit A hereto (“Project Site”), for a nominal cost, for the initial construction, improvement and equipping, by the Company of the Project (as defined below), which will be owned by the Authority and leased to and utilized by the Company with respect to the creation and location of its production operations with supporting functions in the City and County, all on the terms more fully set forth herein and the Rental Agreement (as defined below);

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

WHEREAS, in consideration thereof, the Company has agreed to make a capital investment of approximately \$270,000,000 in the Project and to achieve an FTE Count (as defined below) of approximately 263, on the terms and conditions set forth herein; and

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

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

ARTICLE I

DEFINED TERMS

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

“Abatement Percentage” has the meaning set forth in Exhibit F to this Agreement.

“Additional Financing” has the meaning set forth in Section 5.2(b) of this Agreement.

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

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

“Base Employment Goal” has the meaning set forth in Section 2.1(b) of this Agreement.

“Base Employment Goal Percentage” means the percentage obtained by dividing the highest FTE Count achieved during any month occurring prior to the Calculation Date by the Base Employment Goal.

“Bond” has the meaning set forth in Section 5.2(b) of this Agreement.

“Bond Documents” has the meaning set forth in Section 5.2 of this Agreement.

“Bond Fee” has the meaning set forth in Section 5.2(b) of this Agreement.

“Calculation Date” means each of the First Calculation Date or the Second Calculation Date, as applicable in the context in which this term appears in this Agreement.

“Capital Expenditures” means all expenditures made with respect to the Project (whether on or off the Project Site) that, under general accounting principles are, or have been, capitalized in connection with the Project, including applicable so-called “hard costs” and “soft costs”. The Parties expressly acknowledge and agree that “Capital Expenditure” shall include, without limitation: (i) expenditures made for the benefit of, associated with, or in support of, the Project, by parties other than the Company, or with funding provided by any such other party, including, without limitation, expenditures made by, or funds provided by, any of the Public Authorities, the State (or any of its departments or agencies), the United States of America (or any of its departments or agencies), any railroad, or any lender of the Company, and (ii) rental or other sums paid under a capital lease for which the leased property would be subject to ad valorem property taxes, subject to any abatements provided herein.

“Capital Investment Goal” has the meaning set forth in Section 2.1(b) of this Agreement.

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

“Economic Incentive Amount” means (i) for the First Calculation Date and Tranche 1 Capital Investment, an amount equal to \$2,000,000 (value of the real property for the Project) plus \$500,000 (value of clearing the real property for construction), less any amounts received by the Authority in grants or from other third party sources to offset the cost of land clearing, plus the difference between (A) the payments in lieu of taxes and/or ad valorem tax payments, as the case may be, made by the Company in all years prior to the Calculation Date pursuant to Section 8.4 of this Agreement and (B) the ad valorem taxes which would have been owed by the Company for such years in the absence of this Agreement, and (ii) for the Second Calculation Date (as defined herein) and the Tranche 2 Capital Investment, an amount equal to the difference between (A) the payments in lieu of taxes and/or ad valorem tax payments, as the case may be, made by the Company in the seven calendar years immediately prior to the Second Calculation Date pursuant to Section 8.4 of this Agreement, and (B) the ad valorem taxes which would have been owed by the Company for such years in the absence of this Agreement.

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

“First Calculation Date” means December 31 of the seventh (7th) full year after the Company delivers its Notice of Commencement to the Authority as to the Tranche 1 Capital Investment, subject to the provisions of Section 2.5 of this Agreement. As an example, if the Company delivers its Notice of Commencement on December 1, 2024, then the First Calculation Date would be December 31, 2031.

“Force Majeure” shall mean an impossibility to perform an obligation or actual delays in the performance of an obligation (excluding the payment of a monetary sum) resulting from a failure or inability to secure materials, supplies, or labor through ordinary sources; strikes or other labor troubles; new governmental restrictions or limitations enacted after the Effective Date; war or other national emergency, civil riot, declared state of emergency or public health emergency, epidemic, pandemic (including, without limitation, COVID-19); government-mandated quarantine, stay-at-home orders, shelter-in-place orders, travel bans, government-mandated closures; accidents, fire, damage or other casualties; natural disasters, including without limitation floods, earthquakes and hurricanes; embargoes, import or export restrictions, trade agreements or changes in international trade regulations or policies that adversely affect the Company’s ability to source non-human primates.

“Freeport Exemption” has the meaning set forth in Section 8.2 of this Agreement.

“FTE Count” shall mean the aggregate number of hours worked in a given calendar month by all Project Employees divided by 152 hours. For instance, if in a given calendar month the aggregate number of hours worked by Project Employees is 49,704 hours, then the FTE Count for such month would be 327.

“Intellectual Property” means all of the following in any jurisdiction throughout the world: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names and Internet domain names, together with all combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; (iii) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith; (iv) all mask works and all applications, registrations and renewals in connection therewith; (v) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals); (vi) all computer software (including source code, executable code, data, databases and related documentation); (vii) all advertising and promotional materials; (viii) all other proprietary rights; and (ix) all copies and tangible embodiments thereof (in whatever form or medium).

“Leased Equipment” has the meaning set forth in Section 5.2(b) of this Agreement.

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

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

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

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

“Notice of Commencement” means those certain notices of commencement of commercial production to be provided by the Company to the Authority pursuant to Section 2.4 and Exhibit G of this Agreement.

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

“Permitted Encumbrances” means those matters set forth on Exhibit B of this Agreement.

“PILOT Agreement” has the meaning set forth in the Rental Agreement.

“Project” means the Project Site and Project Improvements, as well as any furniture, new and existing equipment and machinery installed therein or used in connection therewith, to be utilized by the Company for its operations with supporting functions related to animal husbandry in the support of medical research, in the City and County and related facilities and property including any additional buildings and improvements located on the Project Site and any expansions to the Project.

“Project Employees” shall mean employees of the Company (including, without limitation, employees leased by the Company) working at or from, or assigned to, the Project Site at any given point in time.

“Project Improvements” means a group of animal husbandry facilities and other related facilities and other building(s) and improvements totaling approximately 1.75 million square feet as may be appropriate on the Project Site, together with building fixtures, systems, machinery and building equipment (collectively, “Project Improvements”).

“Project Schedule” has the meaning set forth in Section 7.1 of this Agreement, and as shown or described in Exhibit C attached hereto.

“Project Site” has the meaning set forth in the recitals to this Agreement.

“PSA” has the meaning set forth in Section 4.1(c) of this Agreement.

“Rental Agreement” has the meaning set forth in Section 5.2 of this Agreement.

“Second Calculation Date” means December 31 of the seventh (7th) full year after the Company delivers its Notice of Commencement to the Authority as to the Tranche 2 Capital Investment, subject to the provisions of Section 2.5 of this Agreement. As an example, if the Company delivers its Notice of Commencement on December 1, 2031, then the Second Calculation Date would be December 31, 2038.

“Self-Help Right” has the meaning set forth in Section 7.6 of this Agreement.

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

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

“**State**” has the meaning set forth in the recitals to this Agreement.

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

“**Tranche 1 Capital Investment**” means the first \$164.53 million in Capital Expenditures invested with respect to the Project as described in Section 2.1 of this Agreement.

“**Tranche 2 Capital Investment**” means, in addition to the Tranche 1 Capital Investment, the additional \$105.53 million in Capital Expenditures invested with respect to the Project as described in Section 2.1 of this Agreement.

ARTICLE II

COMPANY COMMITMENT

Section 2.1 Investment and Employment Commitments of the Company.

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

(b) In consideration of this Agreement, the Company intends to make at least, in aggregate, \$270,000,000 of Capital Expenditures in the Project, made up of two tranches of investment as follows: (a) \$164.53 million, as determined on or before the First Calculation Date, and (b) an additional \$105.53 million, as determined on or before the Second Calculation Date (each, as of or before the applicable Calculation Date, the “Capital Investment Goal”), and to achieve an FTE Count of not less than (a) 167 in any month no later than the First Calculation Date, and (b) an additional 96 in any month no later than the Second Calculation Date (each, as of the applicable Calculation Date, “Base Employment Goal”). Notwithstanding anything herein to the contrary, in calculating jobs and capital investment hereunder, the Company may include all jobs and capital investment made at or related to the Project Site, whether made by the Company or another entity, including without limitation the State or its agencies, other than the Authority. Used equipment and machinery brought into the County by the Company will count towards the Company’s Capital Investment Goal at the book value thereof. The value of any capital leases, any expansion to the Project Improvements or any new Project Improvements on the Project Site will count towards the Company’s Capital Investment Goal.

Section 2.2 Local Recoupment. The Company agrees that, if on or before the respective Calculation Date, the investment and employment commitments set forth in Section 2.1(b) above have not been met, the Company shall pay all or a portion of the Economic Incentive Amount received in connection with the Project (as described in Section 8.4 herein), as more fully described below.

Section 2.3 Local Recoupment Formula. Compliance with the investment and employment commitments as set forth in Section 2.1(b) for each of the two seven-year investment tranches and the calculation of any Local Recoupment Amount, shall be determined based upon the following:

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

extent the Capital Expenditures invested as of the First Calculation Date exceed the Tranche 1 Capital Investment Goal, then the surplus amount shall be credited to the Capital Expenditures for purposes of calculating any Local Recoupment Amount as of the Second Calculation Date (“Capital Surplus Credit”).

(b) First Calculation Date. To calculate the Local Recoupment Amount, if any, the highest FTE Count achieved in any one month in the period prior to the First Calculation Date (the “Tranche 1 Term”) and the total of all Capital Expenditures made in the Tranche 1 Term, will be used.

Example: The Company’s employment target is 80% of 167 FTEs, or 134 FTEs. The Company’s capital investment target is 80% of \$164,530,000, or \$131,624,000.

In Month 52 of the Tranche 1 Term, the highest FTE Count achieved in any one month was 129 FTEs, thus achieving 96% of the target. For the entire Tranche 1 Term, there were total Capital Expenditures of \$135,000,000, or 103% of the capital investment target. To determine whether any Local Recoupment Amount is due, you would add 96% and 103% and divide by 2 to establish that the company achieved an Average Commitment Percentage of 99.5%. Because the Average Commitment Percentage exceeds the 80% target, no Local Recoupment Amount would be due.

$$129 \div 134 = .96 \text{ (96\%)}$$

$$\$135,000,000 \div \$131,624,000 = 1.03 \text{ (103\%)}$$

$$103 + 96 = 199 \div 2 = .995 \text{ (99.5\% Average Commitment Percentage)}$$

$$99.5\% > 80\% = \text{No Local Recoupment Amount Due}$$

(c) Second Calculation Date. For tranche 2, to calculate the Local Recoupment Amount, if any, the highest FTE Count achieved in any one month between the First Calculation Date and the Second Calculation Date (the “Tranche 2 Term”) and the total of all Capital Expenditures invested during the Tranche 2 Term, will be used.

Example: The Company’s employment target for the Tranche 2 Term is 80% of 263 FTEs, or 210 FTEs. The Company’s capital investment target for the Tranche 2 Term is 80% of \$105,530,000, or \$84,424,000.

In Month 111, falling within the Tranche 2 Term, the highest FTE Count achieved in any one month was 210 FTEs, thus achieving 100% of the target. For the Tranche 2 Term, there were total Capital Expenditures of \$61,207,400 (including any Capital Surplus Credit) or 58% of the tranche 2 capital investment target. To calculate the Local Recoupment Amount, you add 100% and 58% and divide by 2 to establish that the company achieved an Average Commitment Percentage of 79%. The 80% target less the 79% Average Commitment Percentage would yield a Shortfall Percentage of 1% and the Company would owe a Local Recoupment Amount equal to 1% of the Economic Incentive Amount.

$$210 \div 210 = 1.00 \text{ (100\%)}$$

$$\$61,207,400 \div \$105,530,000 = .58 \text{ (58\% Average Commitment Percentage)}$$

$$100\% + 58\% = 158\% \div 2 = 79\%$$

$$80\% - 79\% = 1\% \text{ (Shortfall Percentage)}$$

$$1\% \times \text{Economic Incentive Amount (Second Calculation Date)} = \text{Local Recoupment}$$

Amount

Section 2.4 Notice of Commencement of Commercial Production. The Company shall provide to the Authority a written certificate within sixty (60) days of commencement of commercial production at the Project with regard to both the Tranche 1 Capital Investment and the Tranche 2 Capital Investment.

Section 2.5 Company Reporting Commitment; Recoupment Payment; Tax Abatement Penalty.

(a) The Company shall provide to the Authority a written certificate upon satisfaction of the Capital Investment Goal (for each tranche of Capital Expenditures) and the Base Employment Goal, together with other documentation which the Authority may reasonably require to evidence satisfaction of such goals. Once the Capital Investment Goal and Base Employment Goal have been satisfied as aforesaid, the Company shall have no further obligations or liabilities under this Agreement with respect to the Capital Investment Goal and Base Employment Goal (or with respect to the Local Recoupment Amount). Nothing herein shall obligate the Company to make monthly reporting to the Authority with respect to the Capital Investment Goal or the Base Employment Goal.

(b) If the Average Commitment Percentage does not equal or exceed 80% on or before the applicable Calculation Date for the particular tranche of capital investment, then the Company shall provide to the Authority, within thirty (30) days following the applicable Calculation Date, a written calculation of the Local Recoupment Amount, payable by the Company. If it is determined that a Local Recoupment Amount is payable by the Company for a particular tranche of capital investment, then such Local Recoupment Amount shall be paid to the Tax Commissioner in three (3) equal annual installments with the first installment thereof being due on or before the 30th day following the applicable Calculation Date, with subsequent installments being due on the same date in each of the following two (2) years.

(c) Further, if the Average Commitment Percentage does not equal or exceed 80% on or before the applicable Calculation Date for the particular tranche of capital investment, then, in addition to the Company's payment of the Local Recoupment Amount, the Abatement Percentage (as set forth in Exhibit F to this Agreement) for years 8-20 of the tranche-specific tax abatement period shall be reduced by the Shortfall Percentage as shown in the example below:

<u>Non-Compliance with Average Commitment Percentage at First Calculation Date--Calculating Local Recoupment Amount and Abatement Penalty</u>	
Economic Incentive Amount as of First Calculation Date	\$1,000,000
Shortfall Percentage	4%
Amount to be Repaid by Company (Local Recoupment Amount)	
Economic Incentive Amount times Shortfall Percentage	\$40,000
Land and Clearing Value (\$2,500,000) times Shortfall Percentage	\$100,000
Total Amount to be Paid by Company to Tax Commissioner (Local Recoupment Amount)	\$140,000
Annual Installment Payment Amounts of Local Recoupment Amount	\$46,666.67
% Reduction in go forward Abatement Percentage in years 11-20 (Abatement Percentage times Shortfall Percentage)	
Example - Year 11 Abatement Percentage equals 91% minus (91% times Shortfall Percentage)	87.36%

(d) Any Local Recoupment Amount paid pursuant to this Article II will be reasonably allocated by the Tax Commissioner to the tax years during which the benefits being repaid actually accrued to the Company. The Company's obligations under this Article II with respect to the payment of the Local Recoupment Amount shall be the sole and exclusive remedy of the Public Authorities in the event that either the Capital Investment Goal and/or Base Employment Goal is not satisfied on or before the applicable Calculation Date.

Section 2.6 Subsequent Compliance. If the Abatement Percentage is reduced as described in Section 2.5(d) above, but on a subsequent date the Average Commitment Percentage does equal or exceed 80% for the particular tranche of capital investment, then (i) any subsequent installment payment(s) of the Local Recoupment Amount for that particular tranche of capital investment, as provided for in Section 2.5(b), shall no longer be due and payable from the Company to the Tax Commissioner and (ii) for all

remaining years in the tax abatement schedule for that particular tranche of capital investment, the Abatement Percentages shall be increased to the original Abatement Percentages as set forth in Exhibit H to this Agreement.

Section 2.7 Extension of Calculation Date. The applicable Calculation Date shall be extended on a day-for-day basis for those days the Company's ability to satisfy either the Capital Investment Goal and/or Base Employment Goal is delayed by Force Majeure. The Company shall deliver prompt written notice to the Authority (after the Company has notice of the same) in the event, and for each event, that Force Majeure will impact the Capital Investment Goal and/or Base Employment Goal.

ARTICLE III

DESIGNATION OF COORDINATOR; GENERAL TERMS

Section 3.1 Designation of Coordinator. Chris Hobby and/or Rick McCaskill, or each of their respective designees, or one or more successors designated by the Public Authorities in writing to the Company (each an "Authority Designee"), will coordinate the Project for the Authority through completion of Site Construction and the full delivery of the incentives outlined hereunder.

Assistance with Permits.

(a) The Public Authorities shall, from and after the Effective Date and for the duration of the Site Construction, facilitate the timely issuance of all Permits which are under the respective jurisdiction of the County and/or the City (if applications for which are timely and properly submitted and documented by the Company) required in connection with the Project, including, without limitation, site plan approvals, erosion control Permits, construction Permits, building Permits and operating Permits, wastewater discharge Permits, stormwater discharge Permits, wetlands Permits, land disturbing activity Permits, and subdivision or platting approvals. The City and County shall cause all Permit decisions of the City and County necessary for Site Construction to be made on a fast-track basis.

(b) The City and County shall waive, to the extent permitted by applicable law, all: (i) building permitting fees or charges and impact fees that would otherwise be payable by the Company in connection with its development, construction and equipping of the Project and (ii) utility tap or connection fees and/or utility availability or reservation fees, all for any utilities provided by the City and County, including potable domestic water, domestic waste water, natural gas, and fiber; provided, however that these waivers shall not be construed to include a waiver of any reasonable fee imposed by the Authority for any Bonds issued as contemplated by this Agreement.

Section 3.2 Business License Fees. The City and County shall waive any occupational tax or business license fee that may otherwise be payable to the City or County in connection with, or related to, the Project or its operations.

Section 3.3 Georgia Agricultural Tax Exemption (GATE). The City, County, and Authority shall use their best efforts to ensure that the Company is approved and receives its GATE certificate through the Georgia Department of Agriculture.

Section 3.5 Company Contractors and Suppliers. The Public Authorities agree that all contractors, vendors and/or suppliers retained by the Company for any portion of the Project shall be selected by and in the sole discretion of the Company.

ARTICLE IV

THE PROJECT SITE; SITE PREPARATION

Section 4.1 **Project Site.**

(a) As of the Effective Date, the Project Site is currently owned by, or under contract to purchase with, the Authority, of which an approximately 200-acre portion will be leased to and utilized by the Company pursuant to the Rental Agreement described in Section 5.2 below. The precise location and dimensions of the approximately 200-acre Project Site shall be finally agreed upon by the Authority and the Company and will be depicted in the Rental Agreement.

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

(c) The Authority and the Company have entered into a purchase and sale agreement, dated as of January __, 2024 (as amended from time to time, "PSA"), related to the Project Site, which the Parties intend to govern the conveyance of a portion of the real property constituting the Project Site by the Authority to the Company, as well as the granting of certain easements for the benefit of the Project Site and the imposition of certain covenants and restrictions on the use of the Authority's retained real property, all as more fully set forth in the PSA.

Section 4.2 **Reimbursement for Surveys and Studies.** The Authority shall reimburse the Company, from time to time, for the following fees, costs and expenses at Closing (as defined in the PSA) so long as the Company has delivered a reasonably detailed invoice therefor: (a) the fees, costs, and expenses for any ALTA-NSPA surveys or topographical surveys of the Project Site performed by contractors or subcontractors of the Company, in an amount not to exceed \$[]; (b) the fees, costs and expenses for any wetlands studies, delineations, and/or reports associated with the Project Site performed by contractors or subcontractors of the Company, in an amount not to exceed \$10,000; (c) the fees, costs and expenses for any Phase I Environmental Site Assessments performed by contractors or subcontractors of the Company, in an amount not to exceed \$5,000; and (d) the fees, costs and expenses for any Threatened and Endangered Species studies performed by contractors or subcontractors of the Company, in an amount not to exceed \$5,000.

Section 4.3 **Project Site Clearing.** As, and to the extent, directed by the Company, the Authority shall use its best efforts to, at no expense of the Company, rough clear the Project Site of timber and subsequently "grub" (stump removal), and burn the timber-cleared areas, but shall leave a natural vegetative buffer. The Authority is not responsible for grading the Project Site, and/or filling any depressions or otherwise adjusting existing topographic and/or geological features on the Project Site.

Section 4.4 **Road Improvements and Curb Cuts.** The Authorities shall cause, on a timely basis consistent with the Project Schedule, the road improvements and curb cuts described on Exhibit E to be designed, permitted, provided, constructed, and installed ("Road Infrastructure"), without cost or charge to the Company. The City shall cause the Road Infrastructure to be constructed and installed in accordance with applicable law and regulations, and in accordance with plans approved in writing by the Company, which approval shall not be unreasonably withheld, conditioned, or delayed.

Section 4.5 Sink Holes. To the extent, and only to the extent, “sink holes” (rather than depression, voids, or other similar geologic conditions that are not sink holes) exist on the Project Site and directly impact the construction of Project Improvements, then the Authority shall, at its sole cost, conduct reasonable remedial action to alleviate the actual, direct, material impact to the construction of the Project Improvements. The Parties acknowledge and agree that the foregoing remediation obligation is intended to include all remedial actions necessary to cause the soils or geologic conditions impacted by any sink holes on which Project Improvements are to be located to be reasonably equivalent to the surrounding soils or geologic conditions that are not impacted by sink holes; *i.e.*, the soils in the sink hole impacted areas will support the Project Improvements in the same manner as the soils in non-impacted areas. At the Company’s written request to the Authority, and subject to the Authority’s reasonable written approval, a contractor selected and engaged by the Company shall perform the aforesaid remediation work in accordance with a scope and guaranteed maximum price approved by the Authority in writing (which approval shall not be unreasonably withheld, conditioned, or delayed), and the Authority shall pay the actual fees, costs and expenses of such work either directly to the Company’s contractor or as a reimbursement to the Company within 30 days after delivery of a reasonably detailed invoice therefor.

ARTICLE V

CONSTRUCTION AND FINANCING OF THE PROJECT IMPROVEMENTS

Section 5.1 [Reserved]

Section 5.2 Project Improvements and Bond.

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

(b) The Authority shall, at the option of the Company, issue a taxable revenue bond in an amount not to exceed \$300,000,000, in one or more series (“Bond”), payable only from the rental of the Project Site, the furniture, equipment and machinery installed by the Company at the Project or used in connection therewith (except any portion the Company elects to own directly) (“Leased Equipment”) and Project Improvements (collectively, “Leased Real Property”), pursuant to a lease agreement to be entered into simultaneously with the issuance of the Bond (“Rental Agreement”). The rental due under the Rental Agreement shall be equal to the amount of required debt service on the Bond, which Bond shall be issued in accordance with such terms as the Company may determine to pay the costs of the Leased Property not paid from the Company’s funds or the other sources described in this Agreement. The term of the Rental Agreement shall be not more than the term of the Bond. The Rental Agreement shall be a triple net lease and shall otherwise be reasonably acceptable to the Company. The Company shall have the option under the Rental Agreement, or under a separate option agreement, to purchase the Leased Property from the Authority, at any time prior to the maturity date of the Bond, for \$10.00. The transfer of the Leased Property from the Authority to the Company shall be by quit claim deed and/or bill of sale, as appropriate, and shall be subject only to Permitted Encumbrances. The Company shall have the further option to purchase the Leased Property under the Rental Agreement, at any time the Bond is subject to optional redemption, at a purchase price equal to the principal amount of the Bond then outstanding, plus redemption premium, if any, plus accrued and unpaid interest thereon to the date set for redemption of the Bond, which redemption date shall be not later than 60 days after written notice of the exercise of such option is provided by the Company to the Authority. The terms and provisions of the Rental Agreement and the other related documents to be executed and delivered in connection with the Bond (collectively, “Bond Documents”) will be mutually satisfactory to the Authority and the Company but will generally follow the forms of such documents used for similar transactions.

The Bond Documents will provide that in the performance of the covenants contained therein on the part of the Authority, any obligations it may incur for the payment of money will not be a general

obligation on its part, or on the part of the State or any other political subdivision or municipality, but will be a special or limited obligation payable solely from the specific payments received under the Rental Agreement or from bond proceeds, foreclosure proceeds, insurance proceeds, condemnation awards or other proceeds collected under the Rental Agreement or from security for the Company's obligations under the Rental Agreement or from security otherwise pledged under the Bond Documents.

The Company or an Affiliate will purchase the Bond or, subject to the approval of the Authority, determine an alternate purchaser. B. Thomas Conger, Esq. shall serve as the Authority's corporate counsel. King Kozlarek Law LLC shall serve as Bond Counsel to the Authority and shall be responsible for closing the Bond transaction. [] shall serve as corporate counsel to the County, the District, the Commissioner, and the Tax Assessor. At the time of issuance of the Bond, the Company shall remit an amount to Bond Counsel to be determined by separate written agreement, which amount will be inclusive of reasonable costs associated with the Bond issue, which shall cover all costs and fees of Bond Counsel the Authority's corporate counsel, and the other Public Authorities' counsel for issuance costs and fees. Balch & Bingham LLP is serving as counsel to the Company and shall be paid by the Company pursuant to the Company's normal and customary arrangement with its counsel. The Rental Agreement and other Bond Documents will provide that the Company may purchase the Leased Property (as the same shall exist at the time of such purchase, subject to Permitted Encumbrances) at its option upon the terms and conditions as set forth therein for the sum of Ten U.S. Dollars (\$10.00), upon the payment of the outstanding balance of the Bond, and the Authority will sell, and the Company will purchase, the Leased Property for the sum of Ten U.S. Dollars (\$10.00) upon the payment in full of the outstanding balance of the Bond.

The Company will be permitted to obtain credit, debt, lease, or other lease financing from any source, related or unrelated to the Company in connection with the Project ("Additional Financing"); provided, however, in no event shall the Authority have any obligation or liability with respect thereto other than as set forth in this Section 5.2(b). The Rental Agreement will provide that, at the Company's election, the Rental Agreement, the Bond, and the other Bond Documents will be subordinated to any Additional Financing and any mortgage, security agreement, deed to secure debt, assignment of lease or other security instrument relating to the Project securing any Additional Financing. The Bond Documents will specifically provide that, in connection with any Additional Financing, the Authority will do all things necessary and execute all documents requested by the Company and/or its lender(s) to encumber the Leased Property, at the direction of the Company, to secure any Additional Financing, provided, however, that the Authority shall incur no pecuniary liability in connection therewith.

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

The Company shall remit an amount to the Issuer to be determined by separate written agreement ("Bond Fee"), which amount will be inclusive of reasonable costs associated with the Bond issue, which shall cover all costs and fees of the Issuer.

ARTICLE VI

[RESERVED]

ARTICLE VII

INFRASTRUCTURE

Section 7.1 **Water.**

The City shall, on a timely basis consistent with the Project Schedule as set forth on Exhibit D ("Project Schedule"), design, permit, provide, construct and install domestic, potable water supply and

related infrastructure to be designed, permitted, constructed, and installed (“New Water Infrastructure”) to convey treated, potable/domestic water from the public, potable water facilities owned and operated by the City to a mutually agreeable point of service on the Project Site (which the parties anticipate being adjacent to one of the buildings making up the Project Improvements), without cost or charge to the Company, provided, however, under no circumstances shall the City be responsible for operation or maintenance of any utility infrastructure located on the Project Site and the City shall not accept any easement regarding the same.

The City represents and warrants to the Company that it either has secured as of the Effective Date, or will secure as soon as reasonably practical after the Effective Date, all necessary Permits and easements and other rights and privileges to construct the New Water Infrastructure, and any improvements or upgrades to the City’s offsite process water facilities and City’s offsite potable water facilities, if any, required to provide the Project Site with process and potable water as contemplated hereby. The City shall begin the construction and installation of the New Water Infrastructure as soon as reasonably practicable after the Effective Date, and shall complete the New Water Infrastructure, consistent with the Company’s timetable for completion of Site Construction, all in accordance with the Project Schedule.

At some time in the future if Company desires, it may install its own water wells.

Section 7.2 Wastewater.

The City shall, on a timely basis consistent with the Project Schedule and at no cost or charge to the Company, design, permit, construct, and install wastewater and sanitary sewer receiving line(s) and related infrastructure to be designed, permitted, constructed, and installed (“New Wastewater Infrastructure”) to convey wastewater and sanitary sewer-related materials, to a mutually agreeable point of service on the Project Site (which the parties anticipate being adjacent to one of the buildings making up the Project Improvements), so that the New Wastewater Infrastructure will connect the improvements at Project Site to the offsite wastewater/sanitary sewer facilities owned and operated by the City, provided, however, under no circumstances shall the City be responsible for operation or maintenance of any utility infrastructure located on the Project Site and the City shall not accept any easement regarding the same.

The City shall construct and install the New Wastewater Infrastructure in accordance with applicable law and regulations, and in accordance with plans approved in writing by the Company, which approval shall not be unreasonably withheld, conditioned, or delayed provided they evidence a design to satisfy the requirements set forth in Exhibit D. For its wastewater/sanitary sewer service, the City shall not charge the Company more than the City’s standard rates and charges (for similar users with comparable facilities) in effect from time to time.

The City represents and warrants to the Company that it either has secured as of the Effective Date, or will secure as soon as reasonably practical after the Effective Date, all necessary Permits and easements and other rights and privileges to construct the New Wastewater Infrastructure, and any improvements or upgrades to the City’s offsite wastewater facilities, if any, required to process the wastewater generated by the Project as contemplated hereby. The City shall begin the construction and installation of the New Wastewater Infrastructure as soon as reasonably practicable after the Effective Date, and shall complete the New Wastewater Infrastructure, consistent with the Company’s timetable for completion of Site Construction, all in accordance with the Project Schedule.

Section 7.3 Natural Gas.

The City shall cause, on a timely basis consistent with the Project Schedule, natural gas lines and related infrastructure to be designed, permitted, provided, constructed, and installed (“New Natural Gas Infrastructure”), without cost or charge to the Company, to a mutually agreeable point of service on the Project Site (which the parties anticipate being adjacent to one of the buildings making up the Project Improvements), so that the New Natural Gas Infrastructure will connect the improvements at Project Site to the offsite natural gas facilities owned and operated by the City, provided, however, under no

circumstances shall the City be responsible for operation or maintenance of any utility infrastructure located on the Project Site and the City shall not accept any easement regarding the same.

The City shall construct and install the New Gas Infrastructure in accordance with applicable law and regulations, and in accordance with plans approved in writing by the Company, which approval shall not be unreasonably withheld, conditioned, or delayed provided they evidence a design to satisfy the natural gas requirements set forth in Exhibit D. For natural gas supply, the City agrees to charge the Company no more than the City's standard rates and charges (for similar users with comparable facilities) in effect from time to time. The Company's natural gas requirements are set forth on Exhibit D.

The City represents and warrants to the Company that it either has secured as of the Effective Date, or will secure as soon as reasonably practical after the Effective Date, all necessary Permits and easements and other rights and privileges to construct and install the New Natural Gas Infrastructure and any improvements or upgrades to the City's offsite natural gas facilities, if any, required to provide the Project Site with natural gas service as contemplated hereby. The City shall begin the construction and installation of the New Natural Gas Infrastructure as soon as reasonably practicable after the Effective Date, and complete the New Natural Gas Infrastructure, all in accordance with the Company's timetable for completion of Site Construction, as set forth in the Project Schedule.

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

Section 7.5 Telecommunications.

The City shall, at the request of Company, cause, on a timely basis consistent with the Project Schedule and without charge or cost to the Company, fiber telecommunications lines for internet connectivity to be designed, permitted, provided and installed to a mutually agreeable point of service on the Project Site (which the parties anticipate being adjacent to one of the buildings making up the Project Improvements) ("New Fiber Facilities"), which shall connect to the fiber network owned and operated by the City, provided, however, under no circumstances shall the City be responsible for operation or maintenance of any utility infrastructure located on the Project Site and the City shall not accept any easement regarding the same. The Authority understands the New Fiber Facilities, together with the City's existing fiber network, have sufficient capacity to service the Company's requirements to service the Company's operational needs.

The City shall construct and install the New Fiber Facilities in accordance with applicable law and regulations, and in accordance with plans approved in writing by the Company, which approval shall not be unreasonably withheld, conditioned, or delayed provided they evidence a design to satisfy the internet/data requirements set forth in Exhibit D. For fiber telecommunications lines for internet connectivity, the City agrees to charge the Company no more than the City's standard rates and charges (for similar users with comparable facilities) in effect from time to time. The Company's fiber telecommunications for internet connectivity requirements are set forth on Exhibit D.

The City shall use its reasonable best efforts to cause telephone service to be provided to the Project Site, or as may otherwise be mutually agreed upon, without cost or charge to the Company and on a timely basis consistent with the Project Schedule. The Company's telephone requirements are set forth on Exhibit D. The Company acknowledges that AT&T, not the City, is the telephone provider to the Project Site, and the City has various limitations regarding direct provision of telephone service and telephone infrastructure.

The City represents and warrants to the Company that it either has secured as of the Effective Date, or will secure as soon as reasonably practical after the Effective Date, all necessary Permits and easements

and other rights and privileges to construct and install the New Fiber Facilities and any improvements or upgrades to the City's existing fiber network, if any, required to provide the Project Site with data services as contemplated hereby. The City shall begin the construction and installation of the New Fiber Facilities as soon as reasonably practicable after the Effective Date, and complete the New Fiber Facilities, all in accordance with the Company's timetable for completion of Site Construction, as set forth in the Project Schedule.

Section 7.6 City Failure to Timely Perform. Subject to extensions of the applicable deadline resulting from Force Majeure, if the City fails to timely complete any of the utility or road infrastructure to be completed by the City under Article IV or VII, and the City's failure is not cured within 30 days after the Company delivers notice to the City of such failure, then the Company shall have the right, but not the obligation, to perform any incomplete work on the City's behalf and at the City's expense ("Self-Help Right"). The City shall reimburse the Company for any actual and reasonable fees, costs, and expenses incurred by the Company in connection with exercising the Self-Help Right within 30 days after the Company's delivery to the City of a reasonably detailed invoice therefor. The City hereby grants the Company any necessary rights of entry, licenses, and easements necessary to access and enter any lands owned by the City (or in which the City has rights) in or through which the Company reasonably requires access to exercise the Self-Help Right.

ARTICLE VIII

TAX INCENTIVES

Section 8.1 Job Tax Credits; Tax Exemptions. Based solely on the 2023 Job Tax Credit Tiers Map published by the Georgia Department of Community Affairs ("DCA") and the designation by DCA that the project lies in a Less Developed Census Tract, the Public Authorities represent and warrant that the County has been designated as a "Tier 2" county for the purposes of the State job tax credits described in O.C.G.A. § 48-7-40 ("JCT Act") but the project lies in an area statistically similar to a Tier 1 County, and therefore the Company may be entitled to Three Thousand Five Hundred Dollars (\$3,500.00)/job tax credit under the JCT Act. The Public Authorities will provide the Company such further certifications and information as are reasonably required by the Company to claim any other State tax credits or tax exemptions to which the Company may be entitled. If the Public Authorities receive notice that the State (or any department or agency of the State, including, without limitation, DCA) intends, or has determined, to increase the applicable Tier designation of the County under the JCT Act, the Public Authorities shall promptly notify the Company and reasonably cooperate and coordinate with the Company in efforts to prevent (or reverse, as applicable) the increase in the Tier designation of the County to the extent such increase would reduce the benefits available to the Company under the JCT Act.

Section 8.2 Local Freeport Exemption. Pursuant to O.C.G.A. § 48-5-48.2, the Public Authorities represent and warrant that the City and the County have adopted a Level 1 100% Freeport Tax Exemption with respect to the classes of inventory set out in O.C.G.A. § 48-5-48.2 ("Freeport Exemption"). Neither the City nor the County have the present intention, nor do they, as of the execution and delivery of this Agreement, foresee a circumstance under which the City or the County would intend, to take any action, or fail to take any action, which would cause the Freeport Exemption to expire, terminate, be canceled, or otherwise unavailable to the Company. The Public Authorities acknowledge the existence, continuation and availability of the Freeport Exemption is a material inducement to the Company's decision to locate the Project on the Project Site.

The provisions of this Agreement relative to the assessment and taxability of the Project for Freeport Exemption purposes are the obligation and responsibility of the Tax Commissioner and the Board of Tax Assessors. The Tax Commissioner and the Board of Tax Assessors acknowledge and agree that (i) this Agreement is consistent with applicable requirements for qualification under the Freeport Exemption, (ii) for taxation purposes, the inventory of the Company in the Project, which will include but is not limited to non-human primates that are housed in the Company's facilities, where they are fed, conditioned,

provided enrichment, and otherwise cared for over an extended period until they attain a size and weight where they are suitable for sale to researchers, are “tangible personal property” and “Inventory of goods in the process of manufacture or production” as described in O.C.G.A. § 48-5-48.2(c)(1) and contemplated in this Agreement, and (iii) that the inventory of the Company in the Project as so classified shall at all times be subject to the Freeport Exemption from taxation. The other Public Authorities agree to such provisions and agree that the Board of Tax Assessors shall comply with the foregoing.

Despite the Public Authorities’ agreement that the inventory of the Company in the Project shall at all times be subject to the Freeport Exemption, the Company shall, for administrative purposes, still file an Application for Freeport Inventory Exemption (“Freeport Application”) on or before April 1 of each calendar year, using the Freeport Application form made publicly available by the Tax Commissioner and/or Tax Assessor.

Section 8.3 [Intentionally Omitted].

Property Tax Adjustment. The Parties intend and agree that the interests of the Company in the Project may be arranged to constitute a usufruct or bailment for hire and not a leasehold estate or estate for years and, therefore, will not be subject to ad valorem taxation. However, to support the Authority and the local community, the Company agrees that the Company will, subject to the terms of this Agreement and related agreements, pay to the Tax Commissioner in each year during the term of the Rental Agreement, as a payment in lieu of taxes, an amount equal to the applicable percentage of ad valorem taxes which would otherwise be due in such year to all relevant taxing authorities (“Taxing Authorities”) on the Project under the Rental Agreement and the PILOT Agreement as if title to such Project were held by the Company instead of the Authority, as such payment percentages are set out in Exhibit H. For all tax years following termination of the Rental Agreement, the Project which was subject to the Rental Agreement will be subject to ordinary ad valorem taxation.

The Tax Commissioner shall distribute the amounts received from the Company as payments in lieu of taxes to the Taxing Authorities as if such amounts were property taxes. In the event that for any reason it is determined that the interest of the Company is not a usufruct or bailment for hire, then the Public Authorities shall value of the Company’s interest in the Project during the term of the Rental Agreement treated in a manner such that property taxes owed by the Company with respect to such Project will be commensurate with and equal to the payments in lieu of tax required above on such Project, and for the Company to receive a credit against its obligation to make payments in lieu of tax hereunder or under the Bond Documents in an amount equal to actual property taxes paid.

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

Section 8.4 Change in Law. As of the Effective Date and pursuant to the terms of this Agreement, the Public Authorities represent and warrant that the Company is eligible for the tax incentives described in Section 8.4. The Public Authorities acknowledge and agree that some of the rights and privileges granted to the Company in Section 8.4 will vest upon the occurrence of future events after the Effective Date. Therefore, in the unlikely and unanticipated event of a change in law after the Effective Date that is effective for any period during the term of the Rental Agreement, the result of which would be to lessen or remove from the Company the economic benefit of the tax incentives in Section 8.4 that would have been available during such period under the law in effect on the Effective Date, the Public Authorities shall, to the extent permitted by law, provide the Company with an exemption from the law as so changed or another incentive having equivalent economic effect to the tax incentive so lessened or removed.

ARTICLE IX

LOCAL INCENTIVES

Section 9.1 Assistance with Employment Incentive Programs. The Public Authorities shall use highest and best efforts to assist the Company in obtaining the maximum employee training services program and related benefits available to manufacturing projects like the Project in the State from any available training agency providing such services, programs, and benefits. The Public Authorities shall cooperate with appropriate agencies to provide facilities and resources necessary for employee training. These services shall include QuickStart training and recruitment and advertising support. In addition to the incentives referenced in Article X, the Public Authorities will also work with legislative leaders and Cornerstone Government Affairs (the Authority's lobbying firm) in an effort to grant additional tax incentives for the benefit of the Project, including, without limitation, port tax credits and sales tax waivers.

Section 9.2 Zoning Changes. Notwithstanding anything in the PSA to the contrary, prior to Closing (as defined in the PSA), the Public Authorities shall cause all or any portion of the Project Site, as identified by the Company, to be re-zoned to permit a use consistent with the Project.

ARTICLE X

STATE INCENTIVES

Section 10.1 Reserved

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

ARTICLE XI

Section 11.1 Reserved.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Authorization. The Public Authorities represent that they each have the legal power and authority to enter into this Agreement, and any ancillary agreement attached hereto as an exhibit to which the Public Authorities are a party, and to make the respective commitments made herein, or therein, and this Agreement has been approved by all necessary action of the governing body of the Public Authorities, and to the extent that the Public Authorities require the authorization, approval or consent of any public body or third party for the Public Authorities to have made the commitments contained in this Agreement, or any ancillary agreement attached hereto as an exhibit to which the Public Authorities are a party, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

Section 12.2 Contingencies. Notwithstanding anything in this Agreement to the contrary, all of the Parties' rights, obligations and liabilities under this Agreement are subject to the satisfaction of the following contingencies (collectively, "Contingencies"): (1) confirmation from the State, in a form and manner satisfactory to the Company in its sole and absolute discretion, that the Company will receive certain State Incentives listed in Exhibit G, and (2) the Company's closing on the acquisition of the fee

simple interest in any portion of the Project Site under the terms of the PSA, and (3) a final judgment issued by the Superior Court of Decatur County confirming and validating the Bond, this Agreement, the PILOT Agreement and the security therefor, and the expiration of all opportunities to appeal such judgment, and (4) the issuance and delivery of the Bond and the execution and delivery of the Bond Documents. If the Contingencies are not satisfied (or waived in writing by all of the Parties) on or before February 29, 2024, then notwithstanding anything herein to the contrary: (i) this Agreement shall automatically terminate, be null and void, and none of the Parties shall have any further rights, obligations or liabilities to the other Parties hereunder, and (ii) each Party shall be responsible for paying all of the fees, costs and expenses of its counsel(s), consultants and contractors.

Section 12.3 Intellectual Property. All rights in Intellectual Property conceived of or created during the term of this Agreement and related to the Project shall be the property of the Company. Upon request of the Company made to the Public Authorities identifying the Intellectual Property conceived or created, and at the Company's expense, the Public Authorities shall (i) cause a disclosure document to be executed and delivered to the Company reporting such Intellectual Property, which document shall be subject to all provisions of State law; and (ii) execute such writings as the Company may reasonably request to vest good ownership of the Intellectual Property in the Company.

Section 12.4 Reserved.

Section 12.5 Governing Law. The governing law of this Agreement shall be the law of the State of Georgia.

Section 12.6 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event any such provision is held to be invalid, illegal, or unenforceable, the Parties hereto shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal, or unenforceable.

Section 12.7 Notices. Any notice, request, demand, claim or other communication hereunder shall be in writing and shall be duly given or made (i) when received by U.S. mail; (ii) when personally delivered to the intended recipient (or an officer of the intended recipient); (iii) when sent by certified first-class mail, return receipt requested, postage prepaid; (iv) when sent by recognized overnight courier service; or (v) when sent by electronic mail to the following addresses and recipients:

COMPANY: Safer Human Medicine, Inc.
21 Sheldon Road
Cohasset, Massachusetts 02025
Attention: David Johst, President and General Counsel
Email: dave.johst@saferhm.com

with concurrent copies to:

Savills Inc.
1252 Ingerson Road
Arden Hills, Minnesota 55112
Attn: Ms. Ann Marie Collins
Email: ACollins@savills.us

and

Walter E. Jones, Esq.
Balch & Bingham LLP
30 Ivan Allen, Jr. Boulevard NW

Suite 700
Atlanta, Georgia 30308
Telephone: 404.962.3540
Email: wjones@balch.com

AUTHORITY:

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

with concurrent copies to (do not constitute notice):

Conger & Smith Attorneys At Law, LLC
218 E. Water Street
Bainbridge, Georgia 39817
Attention: B. Thomas Conger, Esq.
Email: tomconger@bellsout.net

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

COUNTY:

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

with concurrent copies to (does not constitute notice):

CITY:

Bruce W. Kirbo, Jr. Esquire
Kirbo & Heckman Attorneys at Law LLC
206 West Water Street
Bainbridge, Georgia 39817
Email: bkirbo@kirbolawyers.com
City of Bainbridge, Georgia
P. O. Box 158
Bainbridge, Georgia 39818
Telephone: 229-248-2005
Facsimile: 229-246-7311
Attention: Chris Hobby, City Manager
Email: chrish@bainbridgecity.com

with concurrent copies to (does not constitute notice):

Thomas B. Conger, Esquire
Conger & Smith Attorneys at Law LLC
218 East Water Street
Bainbridge, Georgia 39817

Email: tomconger@bellsouth.net

DISTRICT:

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

TAX ASSESSORS:

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

TAX COMMISSIONER:

Decatur County Tax Commissioner
P.O. Box 246
Bainbridge, Georgia 39818
Telephone: 229-248-3021
Facsimile: 229-248-3747
mharrell@decaturcountyga.gov

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

Section 12.8 Publicity and Trade Secrets. The Public Authorities understand, subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, as amended (“Georgia Open Records Act”), the importance to the Company and the goodwill of the Project to keep matters strictly confidential until any such matter is publicized by the Company or with the prior written consent of the Company. The Company recognizes and agrees that this Agreement, when executed, becomes a public record of the State open to inspection and copying by the public. Further, the Company agrees that the fact of this Agreement and any vote of a board or authorizing body of the Public Authorities authorizing or approving the execution of this Agreement must be made in a public meeting of the Public Authorities. To the fullest extent permitted by law (including the Georgia Open Records Act, the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, as amended (“Georgia Open Meetings Law”), and the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 *et seq.*, as amended), the Public Authorities agree to not disclose the trade secrets of the Company. In the event the Public Authorities are requested to disclose any such information pursuant to a request under any laws (including the Georgia Open Records Act and the Georgia Open Meetings Law), then the Public Authorities will provide the Company with prompt notice, reasonable under the circumstances, so that the Company may seek a protective order or other appropriate remedy to protect this confidential information.

Section 12.9 Assignment. This Agreement is not assignable without the written consent of all Parties, except that the Company shall have the right at any time to assign all, but not less than all, its rights, interests, and obligations in and to the Project, the Project Site, and this Agreement to any party to whom the Rental Agreement may be assigned by the Company; provided that such party agrees to assume the assigned obligations of the Company in and to the Project, the Project Site, and this Agreement (or if the assignment is by operation of law (*e.g.*, a merger), such assumption is effected by operation of law); and except that the Public Authorities may assign their rights and obligations solely with respect to issuing the Bond, owning the Project and entering into the other related arrangements to another public authority of the State which is authorized to issue such bonds and enter into such agreements (and provided that any such assignment or transfer does not adversely affect any of the Company’s rights under this Agreement or the Bond Documents).

Section 12.10 Further Assurances. At the sole expense of the Company, the Public Authorities agree to do all things reasonably necessary and prudent and take all actions reasonably necessary and prudent as may be appropriate related to this Agreement after the Effective Date to establish the Project during Site Construction and on an ongoing basis, thereafter, including without limitation the obtaining, negotiation, execution, and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or deeds.

Section 12.11 Specific Performance and Damages.

(a) Each of the Parties hereto acknowledges and agrees that the Company would be damaged irreparably in the event that any of the provisions of this Agreement are not materially performed by the Public Authorities in accordance with their specific terms or otherwise are materially breached. Accordingly, the Public Authorities agree that the Company shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and, to the extent permitted by law, to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court located in the State having appropriate personal jurisdiction over the Public Authorities and the matter, in addition to any other remedy to which the Company may be entitled, at law or in equity. Nothing contained herein shall be construed to waive sovereign immunity under State law related to the Public Authorities. The Company rights and remedies under this Agreement shall not be limited to injunctive relief and specific performance, and, subject to the previous sentence and subsection (b) below, the Company shall have all rights and remedies available to it at law or in equity in connection with any breach or default by the Public Authorities of their obligations under this Agreement.

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

Section 12.12 Conflicts. If any provision in this Agreement conflicts or is inconsistent with any ancillary agreements relating to the Project as entered into previously between the Company and the Authority, then the terms, conditions, and obligations contained in this Agreement shall control.

Section 12.13 Survival of Representations. The covenants and representations made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such covenants and representations relate.

Section 12.14 Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue in effect through the expiration or earlier termination of the PILOT Agreement.

Section 12.15 No Third-Party Beneficiaries. Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors or permitted assigns.

Section 12.16 Article and Section Titles and Headings. The article and section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

Section 12.17 Incorporation of Exhibits, Annexes and Schedules. The exhibits, annexes and schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

Section 12.18 Entire Agreement. This Agreement (including the agreements and exhibits referred to herein) constitutes the entire agreement among the Parties hereto and supersedes any prior understandings, agreements, or representations by or among the Parties hereto, whether written or oral.

Section 12.19 Amendments and Waivers. No amendment of any provision of this Agreement

shall be valid unless the same shall be in writing and duly signed by an authorized representative of each of the Parties hereto. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 12.20 Cost and Expense. Except as otherwise specifically set forth herein, each Party hereto agrees to pay its own costs incurred in connection with the Project proposal, including legal fees and all costs and expenses incurred in connection with the preparation of any studies or reports, surveys or approvals, this Agreement or otherwise. The Company shall be responsible for all reasonable transactional costs of the issuance of the Bond and other matters related thereto, including, without limitation: (i) all reasonable legal fees and disbursements of Bond Counsel related to the issuance of the Bond and the preparation and distribution of this Agreement and of transcripts (as described below); (ii) the reasonable fees and disbursements of the Authority's counsel related to closing of the issuance of the Bond (as described below); (iii) the court costs relating to validation of the Bond and recording and filing fees; and (iv) the Authority's financing fee for the issuance of the Bond. The Company shall also be responsible for the fees and disbursements of counsel to the Company.

Section 12.21 Construction. The construction of this Agreement shall be in accordance with State law. Should any term or provision of this Agreement violate State law, such term or provision shall be deemed null and void. In this Agreement, unless State law or the context indicates otherwise, the singular includes the plural and the plural the singular; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; references to "writing" includes typing and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto; references to days shall mean calendar days unless otherwise specified. The Parties hereto intend that each representation and covenant contained herein shall have independent significance. Capitalized terms utilized herein shall have the meaning ascribed thereto in Article I hereof, unless the meanings of such terms have been otherwise specified in a different context.

Section 12.22 Binding Effect. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Company and its successors and assigns and shall be binding upon and shall inure to the benefit of the Public Authorities, and the Public Authorities and any other agencies, departments, divisions, governmental entities, public corporations and other entities which shall be successors to the Public Authorities or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of any of the Public Authorities. In addition, the Parties agree (i) to take all actions, without exception, which may be legally taken, and which are necessary and appropriate at any time to assure the binding effect, legality, and enforceability of their respective obligations hereunder and (ii) not to take any action which would affect adversely in any way whatsoever the binding effect, legality, and enforceability of their respective obligations hereunder.

Section 12.23 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

Section 12.24 No Personal Liability of Representatives of the Authority. No official, member, director, officer, agent, or employee of the Public Authorities shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of the Public Authorities. Without limitation, and without implication to the

contrary, all Parties hereto waive and release any and all claims against each such official, member, director, officer, agent, or employee personally, under or relating to this Agreement, in consideration of the entry of the Public Authorities into this Agreement.

Section 12.25 No Personal Liability of Representatives of Company. No official, member, director, officer, agent, or employee of the Company shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of the Company. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, director, officer, agent, or employee personally, under or relating to this Agreement, in consideration of the entry of the Company into this Agreement.

Section 12.26 Extension of Deadlines. The Public Authorities' performance of any obligation under this Agreement shall be extended on a day-for-day basis to the extent any performance of that the Public Authorities is delayed by Force Majeure. The Public Authorities shall deliver prompt written notice to the Company (after the Authority has notice of the same) of the event of Force Majeure.

**[ONE SIGNATURE PAGE AND SEVEN EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]**

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

SAFER HUMAN MEDICINE, INC.

Signed, sealed, and delivered
in the presence of:

Unofficial Witness

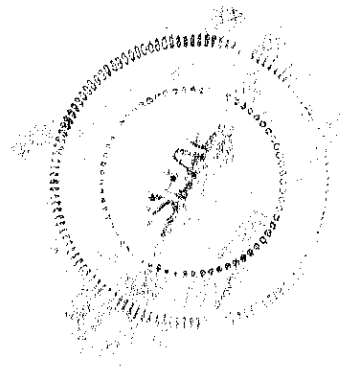
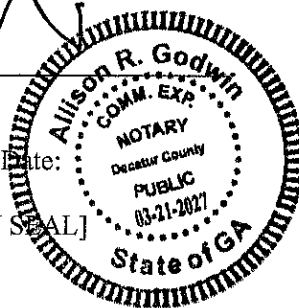
By: [Signature]
Name: Jim Hargraves
Title: CEO

[SEAL]

Notary Public

Commission Expiration Date:

[NOTARY SEAL]



**DECATUR COUNTY-BAINBRIDGE
INDUSTRIAL DEVELOPMENT AUTHORITY**

Signed, sealed, and delivered
in the presence of:

Unofficial Witness

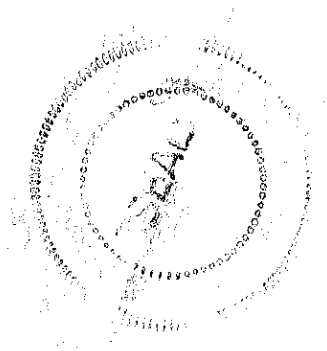
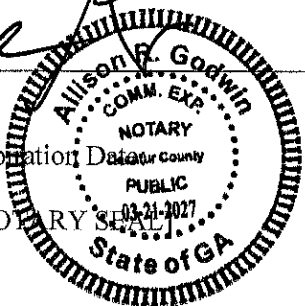
By: [Signature]
Name: Keith Lyle
Title: Chairman

[SEAL]

Notary Public

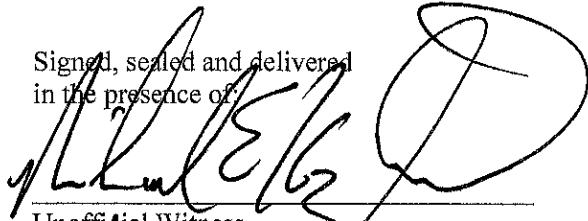
Commission Expiration Date:

[NOTARY SEAL]

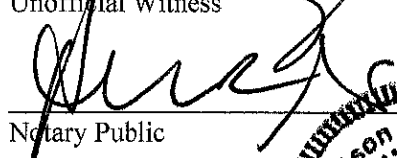


DECATUR COUNTY SCHOOL DISTRICT

Signed, sealed and delivered
in the presence of:



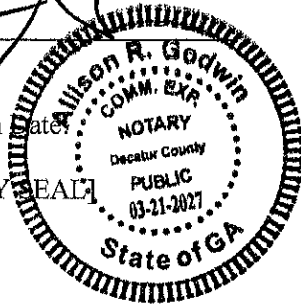
Unofficial Witness

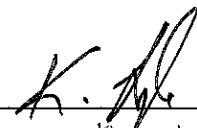


Notary Public

Commission Expiration Date:

[NOTARY SEAL]



By: 

Name: Keith Lyle

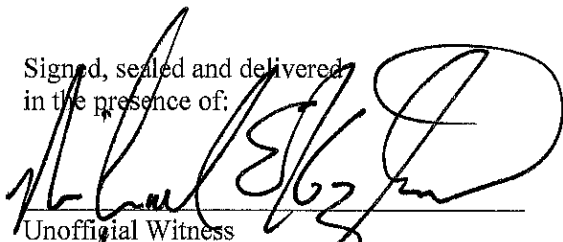
Title: Chairman

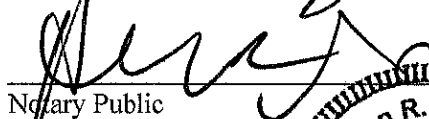
[SEAL]



CITY OF BAINBRIDGE, GEORGIA

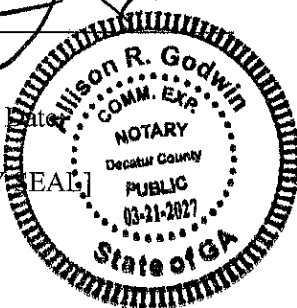
Signed, sealed and delivered
in the presence of:

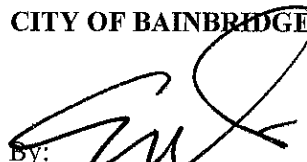

Unofficial Witness


Notary Public

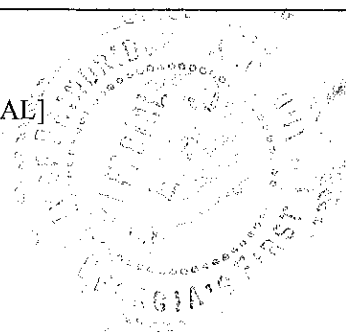
Commission Expiration Date

[NOTARY SEAL]



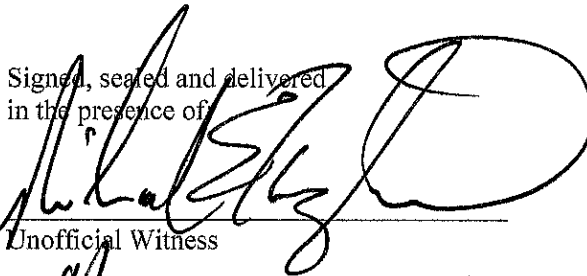
By: 
Name: Edward Reynolds
Title: Mayor

[SEAL]

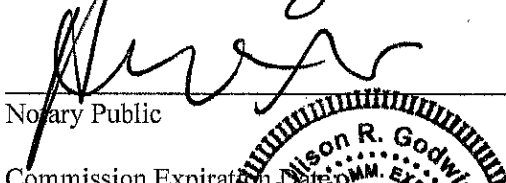


DECATUR COUNTY TAX COMMISSIONER

Signed, sealed and delivered
in the presence of



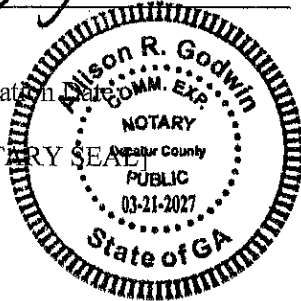
Unofficial Witness



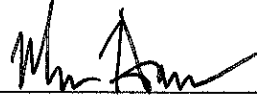
Notary Public

Commission Expiration Date

[NOTARY SEAL]



By:



Name:

Mark Harrell

Title:

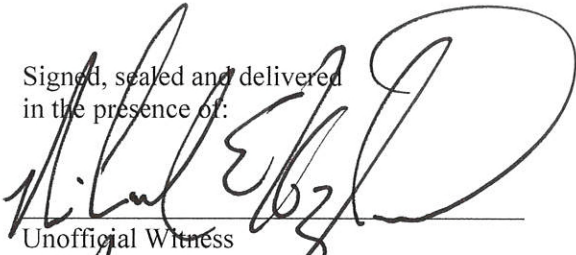
Tax Commissioner

[SEAL]



**DECATUR COUNTY
BOARD OF TAX ASSESSORS**

Signed, sealed and delivered
in the presence of:



Unofficial Witness



Notary Public

Commission Expiration Date:

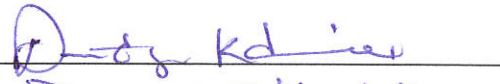
[NOTARY SEAL]



By: _____

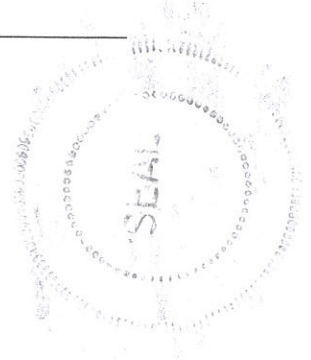
Name: _____

Title: _____



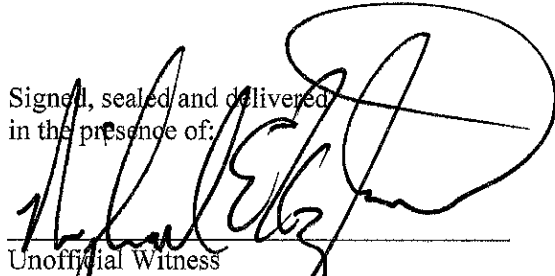
Name: Daniel J. Kerdine
Title: Chairman

[SEAL]



DECATUR COUNTY, GEORGIA

Signed, sealed and delivered
in the presence of:



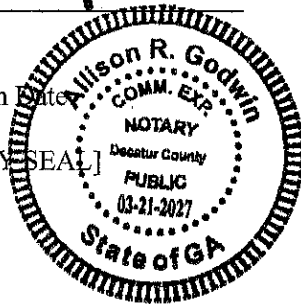
Unofficial Witness



Notary Public

Commission Expiration Date

[NOTARY SEAL]



By: 

Name: Pete Stephens

Title: Chairman

[SEAL]



EXHIBIT A
PROJECT SITE

Lot 3, Parcel 00680010 (Portion), Downrange Industrial Park

All that certain piece, parcel or lot of land with any improvements, thereon, situate, lying and being in the 15th Land District of Decatur County, Georgia, and being that certain 192.207 acre tract of land more particularly shown as Lot 3 on a plat for Downrange Industrial Park certified by Gene W. Webb, Georgia Registered Land Surveyor No. 2923, and being a portion of all that tract of land in Land Lots 298 and 327 of the 15th Land District of Decatur County, Georgia described as follows: The point of beginning is an iron pin at the intersection of the east right of way of Pondtown Road with the north land lot line of Land Lot 327. From said point of beginning run south 87 degrees 40 minutes 13 seconds east along the north land lot line a distance of 6,449.38 feet to a concrete monument on the west right of way of State Highway 253; run south 08 degrees 14 minutes 23 seconds west along said highway a distance of 295.154 feet; run thence in a southerly direction along the west right of way of said highway in a curve to the left having a chord bearing of south 04 degrees 14 minutes 27 seconds west a chord distance of 815.986 feet, and a length of 816.649 feet; run thence south 00 degrees 14 minutes 30 seconds west along the west right of way of said highway a distance of 332.474 feet to an iron pin; run thence north 89 degrees 36 minutes 59 seconds west a distance of 1,849.75 feet to an iron pin; run thence south 00 degrees 24 minutes 12 seconds west a distance of 535.34 feet to an iron pin; run thence north 87 degrees 36 minutes 44 seconds west a distance of 4,603.51 feet to an iron pin on the east right of way of Pondtown Road; run thence north 01 degree 56 minutes 21 seconds east along the east right of way of said road a distance of 261.002 feet; run thence in a northerly direction along the east right of way of said road in a curve to the right having a chord bearing of north 02 degrees 44 minutes 31 seconds east, a chord distance of 394.798 feet and a length of 394.811 feet; run thence north 03 degrees 32 minutes 42 seconds east along the east right of way of said road a distance of 1,379.10 feet to the iron pin at the point of beginning. Said property is all of Tract I containing 276.564 acres as shown on a plat of survey prepared by Larry W. Grogan dated September 17, 2018.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: There is a 7.974 acre tract conveyed to Georgia Power Company by deed recorded in Book 507, Page 487, Decatur Land Records, as shown on a plat of survey recorded in Plat Book C1 25, Page 68, aforesaid records. EXCEPTED from the property described herein is all that part of said 7.974 acre tract lying within the above-described 276.564 acre Tract I.

Parcel No.: 00680010 (Portion)

Said tract or parcel containing approximately 192.207 acres.

CLERK OF COURTS RECORDING DIVISION

OWNER CERTIFICATION:
THIS IS TO CERTIFY THAT I AM THE TRUE AND LAWFUL
OWNER ON THE AGENT FOR THE OWNER OF THE
PROPERTY PLATED HEREON.

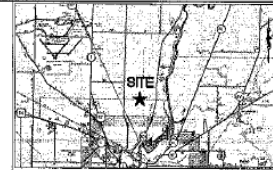
REX WOODS, JR., DISTRICT DIRECTOR
DEVELOPMENT AUTHORITY OF SANTEE AND
DECATUR COUNTY
100 GOAT BASIN CIRCLE
SANTÉE, GA 30080
(404) 366-8700

PROPERTY IS ZONED M1
BUILDING SETBACKS FOR M ZONING
PRINCIPAL BUILDING
FRONT YARD - 100'
SIDE YARD - 75'
REAR YARD - 75'
BUILDING SETBACKS FOR ACCESSORY BUILDING
SIDE YARD - 50'
REAR YARD - 50'

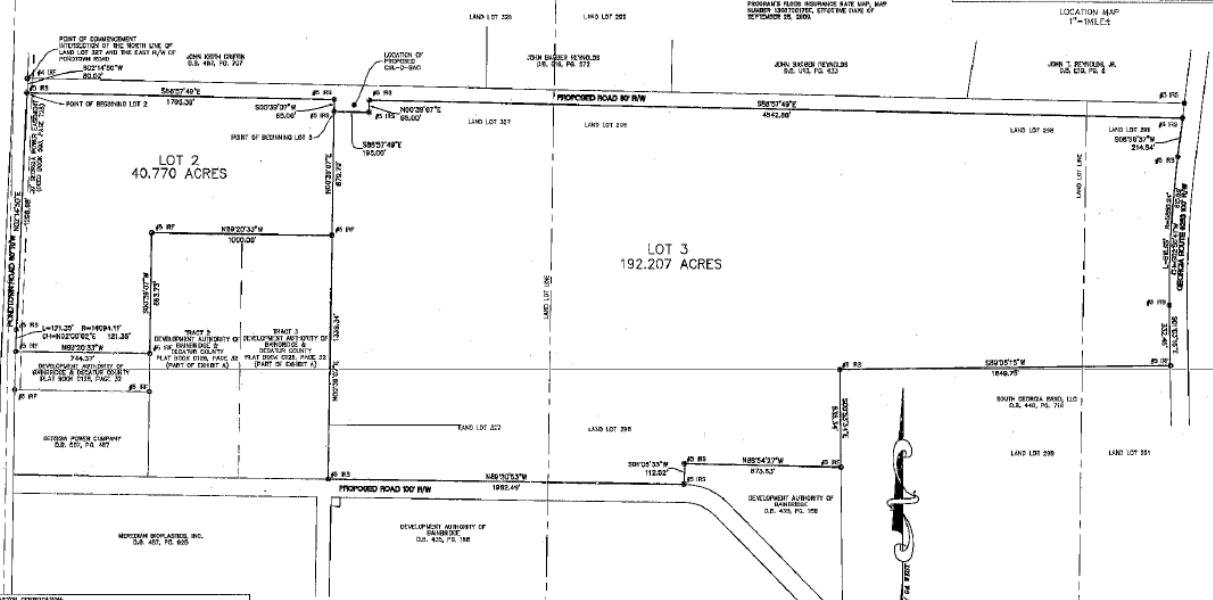
SUBMIT DATA
EQUIP. PLAN
EQUIPMENT USE
EQUIPMENT USE

TYPE OPS SURVEY:	SURVEY SOFTWARE
HORIZONTAL STANDARD	NETWORK ADJUSTED
DEVIATION (HSDV)	RTN (SDPS)
ADJUSTED BY	
REFERENCE DEED(S):	
ADJACENT PROPERTY OWNER	INFORMATION OBTAINED

FLOOD NOTE:
THE SUBJECT PROPERTY IS LOCATED IN ZONE X
(AREAS DETERMINED TO BE OUTSIDE THE 0.2%
ANNUAL CHANCE FLOOD(AIC) AS SHOWN ON AS
SHOWN ON THE NATIONAL FLOOD INSURANCE
PROGRAM'S FLOOD INSURANCE RATE MAP. MAP
NUMBER 13037C1072T, EFFECTIVE DATE OF
06/01/2013. (FIRM 55994)



LOCATION MAP
1"=1MILE

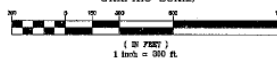


SURVEYOR CERTIFICATION: AS REQUIRED BY SUBSECTION (B) OF O.S.G.A. SECTION 15-6-87, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS ENCLOSED BY APPLICABLE CERTIFICATES, DECLARATIONS, STATEMENTS OR STATEMENTS HEREON, SUCH AFFIDAVITS OR AFFIRMATIONS OF THE SURVEYOR, THE SIGNATURE OF THE SURVEYOR, AND THE CERTIFICATION SIGNED BY ANY JURISDICTIONS OF USE OF THIS PLAT TO INTEND TO BE A TRUE AND CORRECT PLAT. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF SURVEYING AND MAPPING FOR PROFESSIONAL SURVEYING AND LAND SURVEYING AND AS SET FORTH IN O.S.G.A. SECTION 15-6-87.

LEGEND

1" IR*	IRON PIPE FOUND
20 IR*	IRON ROBAR FOUND
20 IR*	IRON ROBAR SET

GRAPHIC SCALE



GRACIE W. ADAMS
CAL. REG. LAND SURVEYOR NO. 28225
LANDS ENGINEERS, P.C.
CAL. LAND SURVEYING FIRM NO. 691

PLAT OF SURVEY
DOWNRANGE INDUSTRIAL PARK
PART OF LAND LOT 291, 295, & 327, FIFTEENTH LAND DISTRICT
CITY OF BAKERSIDGE, DECATUR COUNTY, GEORGIA

LANIER
 ENGINEERING

1004 W. THIRD AVENUE ALBANY, OREGON
51797 (503) 400-0020 FAX (503) 404-0021
EMAIL: OPF@MACMILLAN-EMERSONINC.COM

SUPPLIER	DATE	ITEM	QTY	UNIT	PRICE	AMOUNT
1004	11/10/20	1004	1	EA	12.00	12.00

EXHIBIT B
PERMITTED ENCUMBRANCES

1. Right of Way Deed to the State Highway Department of Georgia dated May 16, 1952, and recorded in Book B-6, Page 185, real property records of Decatur County, Georgia.
2. Right of Way Deed to Decatur County, Georgia, dated July 17, 1996, and recorded in Book N-19, Page 125, aforesaid records.
3. Easements to Georgia Power Company as follows: (a) dated May 27, 1998, and recorded in Book P-20, Page 513, and (b) dated August 18, 2022, and recorded in Book 503, Page 728, aforesaid records.
4. [Any matter shown on the plat of survey referred to in the property description which is not objected to by Company prior to [the first day of the Initial Term of the Rental Agreement.]]
5. All liens and encumbrances caused to come into being by the Company or consented to in writing by the Company.

EXHIBIT C
PROJECT SCHEDULE

EXHIBIT D
UTILITY REQUIREMENTS
(APPLICABLE TO LOCAL GOVERNMENTAL ENTITIES)

Electricity	Daily Average load	Maximum Load (per hour only)
	kWh/day	kW/h
Jan-24		0.25
Sep-24		0.35
Oct-24		1.00
Jan-26		3.00
Jan-30		7.00
Jan-33		10.0
Dual access preferred; not required.		

Natural Gas	Annual Usage	Daily Average load	Maximum Load (per hour only)
	MMBtu	MMBtu/d	MMBtu/h
Jan-24	1,267	11	1
Jun-27	5,079	42	3
Jun-29	10,980	92	7
Jun-31	14,257	119	10
Jun-34	16,623	139	11
Required Delivery Date for Year 1 load			6/1/2024
8" line required in place.			

WATER			
Municipal Water	Annual Usage	Daily Average load	Daily Peak Load
	gal (000's)	gal/d	gal/h
Jun-24	11,600	42,963	8,593
Jun-27	46,500	172,222	34,444
Jun-29	100,000	370,370	74,074
Jun-31	130,000	481,481	96,296
Jun-34	150,000	555,556	111,111
Water quality required?			potable
Required Delivery Date for Year 1 volumes			6/1/2024

WASTEWATER TREATMENT			
Wastewater	Annual Usage	Daily Average load	Daily Peak Load
	gal (000's)	gal/d	gal/h
Jun-24	9,280	25,080	6,874
Jun-27	37,200	101,320	27,556
Jun-29	80,000	218,750	59,259
Jun-34	104,000	342,350	77,037
Required Delivery Date	6/1/2024		
Effluent Characteristics			
Parameter	Concentration (mg/L)		
BOD5	200 - 450		
TSS	200 - 350		
It is not expected to have excess oils, fat or grease. No kitchen waste.			
Temperature will be less than 100 degrees F.			
Free from heavy metals and toxic substances			

EXHIBIT E
ROAD INFRASTRUCTURE

Cul-de-sac for entrance to the Project Site on [], as set forth in the Company's final site plan.

EXHIBIT F
PAYMENTS IN LIEU OF TAX

1. The Company and the Public Authorities anticipate the Company will make investment in two tranches, (a) beginning in calendar year 2024/2025 and ending in or before calendar year 2031/2032, and (b) beginning in calendar year 2031/2032 and ending in or before calendar year 2038/2039.
2. Each tranche of the Project will receive a 20-year property tax savings incentive beginning in the year, for the applicable tranche, in which property becomes subject to *ad valorem* real/personal property tax (as described in item 4, below). To calculate the payments in lieu of tax owed by the Company pursuant to Section 8.4 of this Agreement, the Applicable Percentage for the beginning year of the respective tranche is to be multiplied by the taxable value of the fee interest of the Project in such year at and after the initial investment in that applicable tranche has become subject to *ad valorem* property tax. The tax savings incentive to the Company is expressed in terms of the Abatement Percentage, *i.e.*, the percentage savings of the *ad valorem* real/personal property tax that would otherwise be due.

Year	Applicable Percentage	Abatement Percentage
1-10	0%	100%
11	9%	91%
12	18%	82%
13	27%	73%
14	36%	64%
15	45%	55%
16	54%	46%
17	63%	37%
18	72%	28%
19	81%	19%
20	90%	10%
21 and thereafter	100%	0%

3. The Company shall pay normal property taxes with respect to property not titled to the Authority, subject to other exemptions from taxation that may be available to the Company or as set forth in this Agreement otherwise.
4. Year 1, for the initial tranche of Capital Expenditures invested with respect to the Project (Tranche 1 Capital Investment), shall be the calendar year commencing on the January 1 following the year in which commercial production commences (or Leased Property is otherwise “placed in service”) for the Tranche 1 Capital Investment. During construction of the initial tranche of Project Improvements and prior to the commencement of commercial production, there shall be no *ad valorem* taxes or payments in lieu of tax payable with regard to the initial tranche.
5. Year 1, for the additional tranche of Capital Expenditures invested with respect to the Project (Tranche 2 Capital Investment), shall be the calendar year commencing on the January 1 following the year in which commercial production commences (or Project is otherwise “placed in service”) for the Tranche 2 Capital Investment. During construction of the additional tranche of Project Improvements and prior to the commencement of commercial production, there shall be no *ad valorem* taxes or payments in lieu of tax payable with regard to the additional tranche.

EXHIBIT G
STATE INCENTIVES
[see attached]



November 30, 2023

Ms. Ann Marie Collins
Savills
60 South 6th Street
Minneapolis, MN 55402

Dear Ms. Collins:

In today's global economy, we know your client can choose from many locations to establish their operations. On behalf of the Governor and the state of Georgia, we want to express our appreciation for considering Georgia as the home for Project Liberty. Our goal is for your client to be successful and prosperous in Georgia.

Georgia offers unique assets that set it apart nationally and internationally, and give Project Liberty the edge it needs to grow and compete.

Pro-business climate

Georgia is ranked as the **No. 1 State for Doing Business** (10 years in a row) by *Area Development* magazine

Effective January 2019, Georgia's corporate income tax rate is 5.75%. Prior to this change, the state had a consistent 6% rate since 1969.

Georgia's single factor apportionment and no 'throw-back' provision means significant savings for companies with substantial sales to customers outside Georgia.

Georgia offers innovative incentives for businesses that locate or expand in the state.

Outstanding logistics

Georgia's location means that 80% of the U.S. market is within a two-day truck haul, and its 5,000 miles of railroad and major rail yards comprise the largest network in the Southeast.

Georgia's Port of Savannah is the third-busiest port gateway and fastest-growing container port in the U.S.

Hartsfield-Jackson Atlanta International Airport offers connectivity throughout the world with more than 75 direct flights to five continents and over 150 domestic locations.



Well-trained, educated workforce

In 2022, *Area Development* magazine named Georgia the **No. 1 Competitive Labor Environment** and the **No. 1 Leading Workforce Development Program** in the U.S. Georgia's **Quick Start** workforce training program is consistently ranked No. 1 by *Area Development*.

Talent lives here: Each year Georgia attracts top graduates from the 1.5 million college students within 250 miles of Atlanta.

Talent moves here: Georgia attracts talent from across the country; Georgia ranks 6th in the U.S. with 279,000 annual net migration.

Georgia will continue to have an outstanding business environment, one that supports growth and success. We have a growing workforce, a cost of living that is below the national average, and a great quality of life.

GEORGIA STATUTORY INCENTIVES

Georgia offers several tax credits to reduce the potential Georgia corporate income tax liability of your operation. These tax credit programs are outlined below along with our other incentives, and their estimated values are based on the county under consideration.

The statutory incentive estimates in this letter are based on the following assumptions:

New Jobs to be created: 186

Private Investment to be made: \$252,000,000

Average Wage for all employees: \$65,000

Timeframe for jobs and investment: 10 years



Overview of Statutory Incentives for Project Liberty

Incentive Program	Decatur County
Georgia Tax Credits	
Quality Job Tax Credits <i>applicable to payroll withholding, once income tax liability exhausted</i>	\$2,522,500 (Y4-Y5: 58 jobs x \$4,000 credit x 5 years; Y6-Y9: 45 jobs x \$4,500 credit x 5 years; Y10: 14 jobs x \$5,000 credit x 5 years)
Estimated Value of Statutory Incentives	\$2,522,500

QUALITY JOBS TAX CREDIT

In Decatur County, a company may be eligible for the Quality Jobs Tax Credit if it creates **at least 25 qualifying jobs** in Georgia within one year of the first date that the company withholds wages for employees in Georgia.

The following are the QJTC job creation thresholds for the communities under consideration:

	Decatur County
Job Creation Threshold	25
Time Period for Creating Qualifying Jobs	12 months

A qualifying job is one that pays wages that are at least 110 percent of the county average. Eligible companies may receive a tax credit of \$2,500 to \$5,000 per job, per year, for up to five years, based on the scaled system below. To qualify, each job must be new to Georgia and:

have a regular work week of 30 hours or more, and

pay wages that are at least 110 percent of that county's average wage.

Only jobs that pay at or above 110% of the average wage of the county in which the job is located are eligible for the credit and can be included in the calculation of the company's average wage.

New quality jobs created within seven years can qualify for the credit. Credits may be used to offset the company's state payroll withholding once all other Georgia corporate income tax liability has been exhausted, and may be carried forward for 10 years. New jobs that do not meet the requirements for the Quality Jobs Tax Credit may count toward the Job Tax Credit program if they meet the eligibility requirements for that program separately.



For current average county wages, visit
<https://explorer.gdol.ga.gov/vosnet/mis/current/ewcurrent.pdf>

Average Wage for All Qualifying Jobs (% of county average)	Credit Value per New Quality Job
≥110% and <120%	\$2,500
≥120% and <150%	\$3,000
≥150% and <175%	\$4,000
≥175% and <200%	\$4,500
200% or greater	\$5,000

Quality Jobs Tax Credit Wage Thresholds as of June 2023

County	To Earn:				
	\$2,500 QJTC per job	\$3,000 QJTC per job	\$4,000 QJTC per job	\$4,500 QJTC per job	\$5,000 QJTC per job
	New jobs must pay at least this percentage of county weekly average wage:				
	110%	120%	150%	175%	200%
	Which equal the following thresholds for the counties under consideration:*				
Decatur	\$46,847	\$51,106	\$63,882	\$74,529	\$85,176

*As reported by the Georgia Department of Labor

Estimates

The following examples of Quality Job Tax Credits are estimates based on wage and job information provided to GDEcD by the company.

Quality Jobs Tax Credit: \$2,522,500 (Y4-Y5: 58 jobs x \$4,000 credit x 5 years; Y6-Y9: 45 jobs x \$4,500 credit x 5 years; Y10: 14 jobs x \$5,000 credit x 5 years)

Estimate Details

2024 (Year 1): Does not meet job minimum
 2025 (Year 2): Does not meet job minimum
 2026 (Year 3): Does not meet job minimum
 2027 (Year 4): 34 jobs x \$4,000 credit x 5 years



2028 (Year 5): 24 jobs x \$4,000 credit x 5 years
2029 (Year 6): 12 jobs x \$4,500 credit x 5 years
2030 (Year 7): 15 jobs x \$4,500 credit x 5 years
2031 (Year 8): 9 jobs x \$4,500 credit x 5 years
2032 (Year 9): 9 jobs x \$4,500 credit x 5 years
2033 (Year 10): 14 jobs x \$5,000 credit x 5 years
New job creation threshold not met after Year 10

The example estimates above assume that the credit value will remain constant for the five years that credits are earned (if the jobs are maintained). The actual credit value will be recalculated each year based on the average salary of the qualifying jobs being claimed and the county average wage for the year in which the jobs were first created.

Process to Obtain Incentive

To claim the Quality Jobs Tax Credit, file a form IT-QJ with the Georgia income tax return at the time the return is filed. To use the credit to offset payroll withholding taxes, a Form IT-WH must be filed electronically with the Georgia Department of Revenue through the Georgia Tax Center within 30 days after the due date of the Georgia income tax return (including extensions) or within 30 days after the filing of a timely filed Georgia income tax return, whichever occurs first.

Requirements to Retain Incentive

If the number of new quality jobs falls below the minimum required to qualify (10, 25, or 50 jobs), the credit is not allowed for the year the number is below the minimum required to qualify. However, there is no recapture of the credit that has already been allowed.

The credits available to the company will therefore depend on which county is selected, the number of new jobs locating in that county, and the average wage of the new (qualifying) jobs. The credit value will be recalculated each year based on the average salary of the qualifying jobs being claimed and the county average wage for the year the jobs were created.

Incentive Program Requirements

The Quality Jobs Tax Credit is subject to program requirements as outlined in O.C.G.A. § 48-7-40.17. Rules published by the Georgia Department of Revenue in regulation 560-7-8-.51 have not been updated to reflect changes in the program resulting during the 2019 legislative session.

INVENTORY TAX EXEMPTION

Georgia's counties have the authority to enact Freeport Tax Exemption for local businesses through a referendum vote. The four classes of inventory defined by state law are:

- Class 1 - Raw materials and goods in process of manufacture
- Class 2 - Finished goods produced in Georgia within the last 12 months



- Class 3 - Finished goods stored in a Georgia warehouse, dock, or wharf within the last 12 months and destined for shipment out-of-state
- Class 4 – Finished goods stored in a Georgia e-commerce fulfillment center on January 1 destined to internet, phone or other remote purchasers, for no more than 12 months

Class of Inventory	Decatur County
Class 1	100% for County
Class 2	100% for County
Class 3	100% for County
Class 4	100% for County

In order to receive Freeport Tax Exemption, companies must file with the county Board of Tax Assessors each year by March 1st or April 1st, depending on the county.

In closing, we look forward to working with you to further define each of these incentives and its benefits to you.

Best Regards,



Kristi Brigman
Deputy Commissioner, Global Commerce

Disclaimer: All information contained within this document should be considered an estimate and approximate value. Final determination of the value of tax credits, sales and use tax exemptions, and tax liability will be made by the Georgia Department of Revenue.

Exhibit H

PILOT AGREEMENT

by and between

SAFER HUMAN MEDICINE, INC.,

and

**DECATUR COUNTY-BAINBRIDGE INDUSTRIAL DEVELOPMENT AUTHORITY
CITY OF BAINBRIDGE, GEORGIA
DECATUR COUNTY, GEORGIA
DECATUR COUNTY SCHOOL DISTRICT
DECATUR COUNTY TAX COMMISSIONER
DECATUR COUNTY BOARD OF TAX ASSESSORS**

Effective Date:

January 1, 2024

PILOT AGREEMENT

THIS PILOT AGREEMENT, dated as of January 1, 2024 (“Effective Date”), as modified, supplemented, or amended from time to time (“Agreement”), is made by and between **SAFER HUMAN MEDICINE, INC.**, a Delaware corporation (“Company”), and the **DECATUR COUNTY-BAINBRIDGE INDUSTRIAL DEVELOPMENT AUTHORITY**, a public body corporate and politic established under the laws of the State of Georgia and a local development authority for Bainbridge, Decatur County, Georgia (“Authority”), the **CITY OF BAINBRIDGE, GEORGIA**, a municipal corporation of the State of Georgia (“City”), **DECATUR COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“County”), the **DECATUR COUNTY SCHOOL DISTRICT** (“District”), the **DECATUR COUNTY TAX COMMISSIONER** (“Commissioner”), and the **DECATUR COUNTY BOARD OF TAX ASSESSORS** (“Tax Assessors”). The above-referenced entities may from time to time be referred to individually as a “Party” and collectively as “Parties,” and the entities other than the Company may from time to time be referred to as “Public Authorities.” Any capitalized terms not defined herein shall have the meanings provided in the hereinafter defined Rental Agreement, Bond Resolution, or Project Agreement, as applicable.

W I T N E S S E T H:

WHEREAS, the Company, and the Public Authorities, have entered into a Project Agreement dated December 11, 2023 (“Project Agreement”) pursuant to which the Company has determined to locate a group of animal husbandry facilities and other related facilities and other building(s) and improvements totaling approximately 1.75 million square feet, as may be appropriate, on land located in Decatur County, Georgia, together with building fixtures, systems, machinery and building equipment, as more thoroughly described in the Project Agreement (“Project”); and

WHEREAS, in the Project Agreement, the Authority has agreed to acquire the Project Site (as defined in the Project Agreement) and to rent such Project Site to the Company pursuant to that certain Rental Agreement (“Rental Agreement”), to be executed by and between the Authority, as landlord, and the Company, as tenant, and in connection therewith the Authority agrees to issue the Bonds described in the Project Agreement in such amounts and at such times as shall be required to finance the Project, so that the Bonds, the Rental Agreement, this Agreement, and other related documents are implemented to achieve certain ad valorem tax benefits, including provision for the Company to make certain payments in lieu of taxes (“PILOT Payments”) to the Authority in connection with the Project related to such ad valorem tax treatment, and for related purposes, as described in the Project Agreement and the other Bond Documents (as defined in the Bond Resolution); and

WHEREAS, the Authority’s willingness to issue the Bonds and enter into the Rental Agreement to assist the Company with the acquisition, construction, installation, and equipping thereon of the real and personal property to be included in the Project, in furtherance of the benefits derived therefrom, are material factors considered by the Company in connection with its determination to locate the Project within the jurisdiction of the Authority; and

WHEREAS, the Public Authorities have been specifically authorized to negotiate the provisions of and to enter into the Project Agreement and this Agreement related to property tax savings and PILOT Payments related to the Project;

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

commitments; and

WHEREAS, the Authority has determined that by entering into and performing its obligations under the Project Agreement and hereunder, and by agreeing to enter into the Rental Agreement described above, it will be acting in furtherance of the public purposes for which it was created;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all of the Parties hereto, the Parties do hereby agree as follows:

ARTICLE I

REPRESENTATIONS AND WARRANTIES; CONDITIONS PRECEDENT

Section 1.1. Representations and Warranties of the Authority. The Authority represents and warrants to the Company as follows:

(a) The Authority is a public body corporate and politic and public instrumentality of the State, and a development authority duly created under and by virtue of the Constitution and laws of the State of Georgia, including specifically, but without limitation, that certain amendment to the Constitution of the State of Georgia, 1968 Ga. Laws 1780, as amended by 1981 Ga. Laws 3482 and as continued by 1985 Ga. Laws 3930 (collectively, “Act”), and, if and to the extent applicable, the Development Authorities Law of the State of Georgia (O.C.G.A. § 36-62-1 et seq.), as amended (collectively, “Act”); and

(b) The Authority has the requisite power to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance by it of this Agreement. This Agreement has been duly executed and delivered by the Authority and constitutes its legal, valid and binding obligation enforceable in accordance with its terms.

Section 1.2. Representations and Warranties of the Tax Assessors. The Tax Assessors warrant that it is legally constituted and its members are serving in accordance with the laws of the State of Georgia, and that it has been authorized by its Board of Commissioners to enter into this Agreement.

Section 1.3. Representations and Warranties of the Commissioner. The Commissioner warrants that it is legally constituted is serving in accordance with the laws of the State of Georgia, and is authorized to enter into this Agreement.

Section 1.4. Representations and Warranties of the District. The District warrants that it is legally constituted and its members are serving in accordance with the laws of the State of Georgia, and that it has been authorized by its Board of Education to enter into this Agreement.

Section 1.5. Representations and Warranties of the City. The City warrants that it is legally constituted and its council members are serving in accordance with the laws of the State of Georgia, and that it has been authorized by its City Council to enter into this Agreement.

Section 1.6. Representations and Warranties of the County. The County warrants that it is legally constituted and its commissioners are serving in accordance with the laws of the State of Georgia, and that it has been authorized by its Board of Commissioners to enter into this Agreement.

Section 1.7. Right of Termination; Conditions Precedent to the Closing. Prior to issuance of the Bonds and the consummation of the transactions required to implement the structure as set forth herein (“Closing”), it is acknowledged that the Company and the Authority each have the right to elect not to proceed with the Project and to terminate the Rental Agreement in the event certain conditions precedent to the Closing set forth in the Rental Agreement are not satisfied. If any Party has the right to terminate the Rental Agreement, such right shall also include the right to terminate this Agreement.

Section 1.8. Independent Consideration. Upon execution of this Agreement, the Company has delivered to the Authority, and the Authority acknowledges receipt of fifty dollars (\$50.00) (“Independent Consideration”) as consideration for Authority’s execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration provided for in this Agreement, is non-refundable and shall be retained by Authority notwithstanding any other provisions of this Agreement.

Section 1.9. Approval; Execution. The Public Authorities represent and warrant to the Company by the Public Authorities’ execution of this Agreement, that the Public Authorities have approved this Agreement at one or more duly noticed and properly called public meeting(s), and have recorded the action so taken in the official minutes of such entity.

Section 1.10. Effect of Termination. If this Agreement is cancelled and terminated by the Company, as provided in this Article I, then upon any such cancellation and termination, no party shall have any further duties, obligations or liabilities hereunder, except for any such obligations that expressly survive any cancellation or termination hereof.

ARTICLE II

THE RENTAL AGREEMENT

Section 2.1. General. On the closing date, the Authority, as landlord, and the Company, as tenant, shall enter into the Rental Agreement with respect to the Project Site, as described in the Project Agreement. The Rental Agreement shall be in substantially the form set forth as Exhibit C to a Bond Resolution adopted by the Authority on December 11, 2023 (“Bond Resolution”), and as approved and acknowledged by the other Public Authorities also on December 11, 2023, subject to such changes as may be agreed upon by the Authority and the Company prior to the Closing Date.

Section 2.2. No Taxation of Authority or Company Interests in Project. Under the Act, the Authority is not required to pay ad valorem tax on its interest in the property comprising the Project. The Parties agree that the Rental Agreement is structured so that the Company’s interest in the Project constitutes a usufruct, or, as to personal property, a nontaxable bailment for hire, and not a leasehold estate or a taxable estate for years. The Public Authorities have evaluated the Rental Agreement and have determined and hereby agree that the Company’s interest in the Project under the Rental Agreement will constitute a usufruct, or, as to personal property, a bailment for hire, and such interests will not constitute a leasehold estate or a taxable estate for years. Thus, while the Rental Agreement is in effect, the Public Authorities have determined the exempt status of the Company’s interest in the Project and represent, warrant and agree that the Company shall not pay *ad valorem* taxes on its interest in the Project; provided however, that in order to prevent the applicable taxing authorities from being deprived of revenues relating to the Project during the term of the Rental Agreement, the Company agrees that in consideration of the Project Agreement, this Agreement, the Rental Agreement and other benefits, it shall make PILOT Payments in the amounts and the manner as described in Exhibit A attached hereto subject to any adjustments pursuant to Article II of the Project Agreement.

Section 2.3. Taxation Upon Termination of Rental Agreement. If at any time the Rental Agreement is terminated with respect to the Project and the Company takes title thereto, the Project will be taxable according to normal ad valorem property taxation rules that are applicable to privately-owned property. In addition, to the extent the Company makes any capital expenditures in excess of the capital expenditures financed through one or more advance requests with respect to the outstanding Bonds, as of January 1 of any year during the term of the Rental Agreement, such excess capital expenditures shall be subject to normal ad valorem taxation. Early termination of the Rental Agreement will not affect any PILOT Payments on the Project for prior years.

ARTICLE III

MISCELLANEOUS

Section 3.1 Governing Law. This Agreement shall be governed and construed under the laws of the State of Georgia.

Section 3.2 Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered by hand or mailed by first class registered or certified mail, return receipt requested, postage prepaid, or delivered by reputable courier (with charges prepaid), and addressed as follows, irrespective of such other addresses or office locations which a party has:

If to the Company:	Safer Human Medicine, Inc. 21 Sheldon Road Cohasset, Massachusetts 02025 Attention: David Johst, President and General Counsel Email: dave.johst@saferhm.com
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with concurrent copies to (does not constitute notice):

Savills Inc.
1252 Ingerson Road
Arden Hills, Minnesota 55112
Attn: Ms. Ann Marie Collins
Email: ACollins@savills.us

And

Walter E. Jones, Esq.
Balch & Bingham LLP
Email: wjones@balch.com
30 Ivan Allen, Jr. Boulevard NW
Suite 700
Atlanta, Georgia 30308
Telephone: 404.962.3540

If to the Authority:	DECATUR COUNTY-BAINBRIDGE INDUSTRIAL DEVELOPMENT AUTHORITY P.O. Box 755 Bainbridge, Georgia 39818 Telephone: 229.246.4774
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Attention: Executive Director
Email: rm@bainbridgedecaturga.com

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

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

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

with concurrent copies to (does not constitute notice):

Bruce W. Kirbo, Jr. Esquire
Kirbo & Heckman Attorneys at Law LLC
206 West Water Street
Bainbridge, Georgia 39817
Email: bkirbo@kirbolawyers.com

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

with concurrent copies to (does not constitute notice):

Thomas B. Conger. Esquire
Conger & Smith Attorneys at Law LLC
218 East Water Street
Bainbridge, Georgia 39817
Email: tomconger@bellsouth.net

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

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

TAX COMMISSIONER: Decatur County Tax Commissioner
P.O. Box 246
Bainbridge, Georgia 39818
Telephone: 229-248-3021
Facsimile: 229-248-3747
mharrell@decaturcountyga.gov

The parties referred to above may, by notice given in the manner provided hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

Section 3.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Authority and the Company, and their respective successors and assigns.

Section 3.4 Intergovernmental Contract. The provisions of this Agreement related to the determination of exemption and non-taxability of the Authority's and the Company's respective interests in the Project and administration of the PILOT Payments by the Authority and the provision of services by each as authorized by law shall collectively constitute an intergovernmental agreement under the Georgia Constitution Art. IX, Sec. III, Para. I by and between the Authority and the Tax Assessors. Such intergovernmental agreement is subject to the 50-year term limit contained in such provision of the Georgia Constitution but shall expire earlier upon its complete performance or at the end of the term of the Rental Agreement.

Section 3.5 Severability. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.6 Amendments. This Agreement may not be amended or modified without the prior written consent of the Public Authorities and the Company (or the Company's successor or assign).

Section 3.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same instrument.

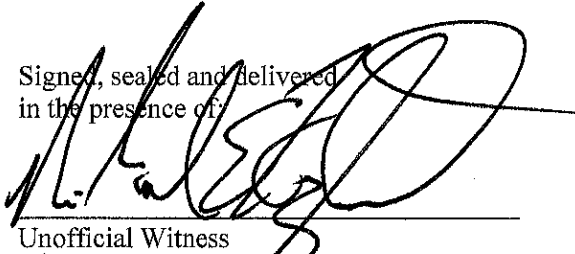
Section 3.8 Captions. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions hereof

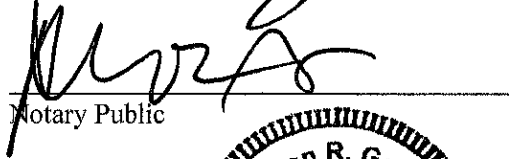
Section 3.9 Conflicting Provisions. In the event that there exists a conflict between any term, condition, or provision contained within this Agreement, and in any term, condition, or provision contained within the Project Agreement, the term, condition, or provision contained within the Project Agreement shall control.

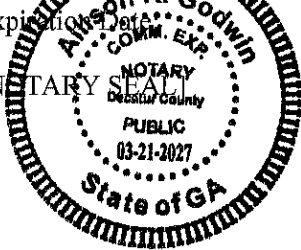
[SIGNATURE PAGES BEGIN ON FOLLOWING PAGE]

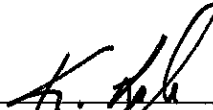
DECATUR COUNTY-BAINBRIDGE
INDUSTRIAL DEVELOPMENT AUTHORITY

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

Commission Expires 03-21-2027
[NOTARY SEAL]


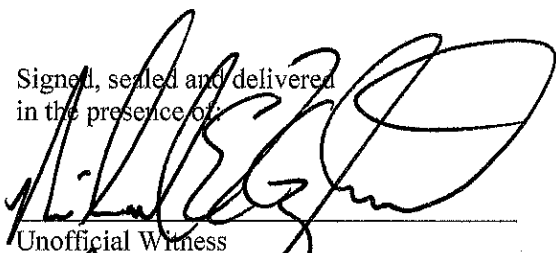
By: 
Name: Keirah Lyle
Title: Chairman

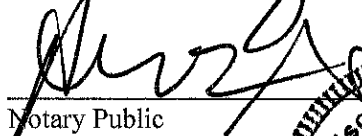
[SEAL]



DECATUR COUNTY SCHOOL DISTRICT

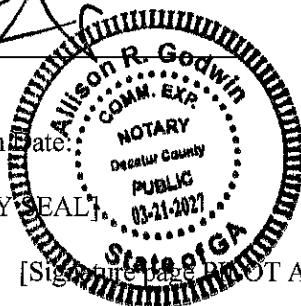
Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

Commission Expiration Date:

[NOTARY SEAL]

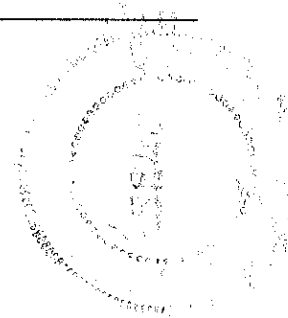


By: 

Name: Keith Lyle

Title: Chairman

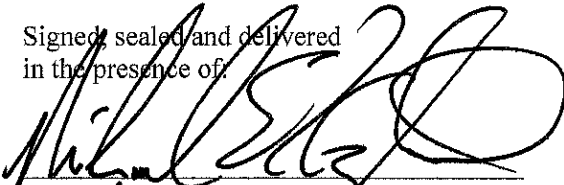
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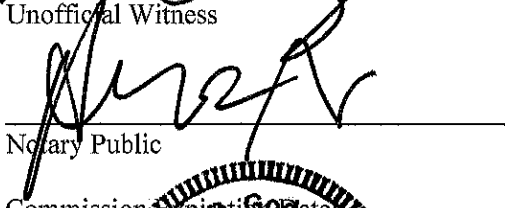
[Signature Page of OT Agreement – Project Liberty]

CITY OF BAINBRIDGE, GEORGIA

Signed, sealed and delivered
in the presence of:



Unofficial Witness



Notary Public

Commission expires on date



By: _____

Name: Edward Reynolds

Title: Mayer

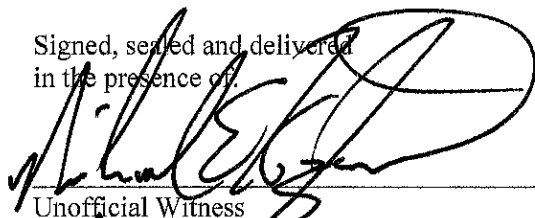
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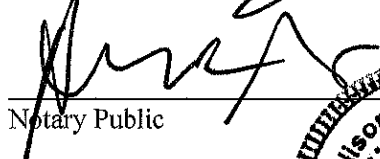


[Signature page PILOT Agreement – Project Liberty]

DECATUR COUNTY TAX COMMISSIONER

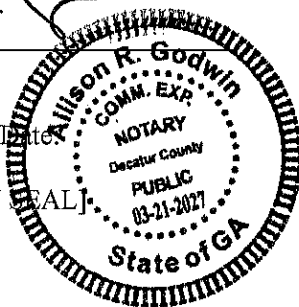
Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

Commission Expiration Date:

[NOTARY SEAL]

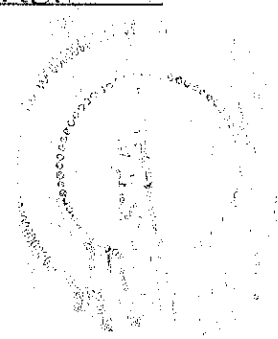


By: 

Name: Mark Harrell

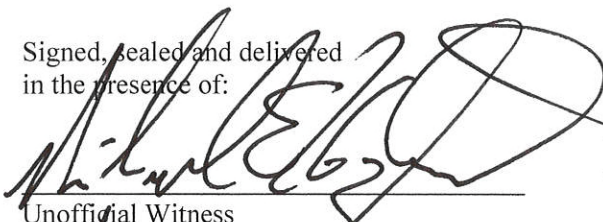
Title: Tax Commissioner

[SEAL]

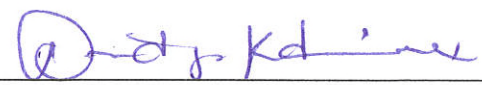


DECATUR COUNTY
BOARD OF TAX ASSESSORS

Signed, sealed and delivered
in the presence of:

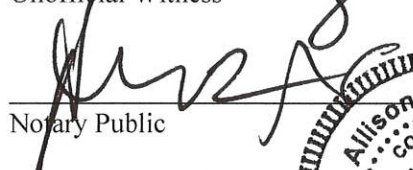


Unofficial Witness

By: 

Name: David J. Kendrick

Title: Chairman



Notary Public

Commission Expiration Date:

[NOTARY SEAL]



[SEAL]



[Signature page PILOT Agreement – Project Liberty]

DECATUR COUNTY, GEORGIA

Signed, sealed and delivered
in the presence of:

[Signature]

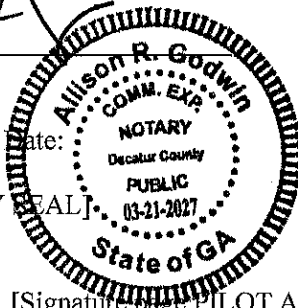
Unofficial Witness

[Signature]

Notary Public

Commission Expiration Date:

[NOTARY SEAL]



By:

[Signature]

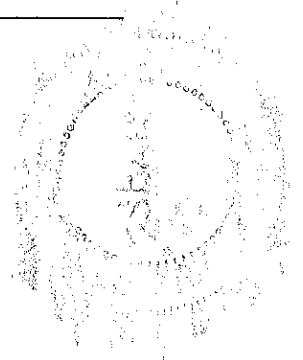
Name:

Pete Stephens

Title:

Chairman

[SEAL]



[Signature page PILOT Agreement – Project Liberty]

EXHIBIT A

PILOT Schedule

1. The Company and the Public Authorities anticipate the Company will make investment in two tranches, (a) beginning in calendar year 2024/2025 and ending in or before calendar year 2031/2032, and (b) beginning in calendar year 2031/2032 and ending in or before calendar year 2038/2039.
2. Each tranche of the Project will receive a 20-year property tax savings incentive beginning in the year, for the applicable tranche, in which property becomes subject to *ad valorem* real/personal property tax (as described in item 4, below). To calculate the payments in lieu of tax owed by the Company pursuant to this Agreement, the Applicable Percentage for the beginning year of the respective tranche is to be multiplied by the taxable value of the fee interest of the Project in such year at and after the initial investment in that applicable tranche has become subject to *ad valorem* property tax.

Year	Applicable Percentage
1-10	0%
11	9%
12	18%
13	27%
14	36%
15	45%
16	54%
17	63%
18	72%
19	81%
20	90%
21 and thereafter	100%

3. The Company shall pay normal property taxes with respect to property not titled to the Authority, subject to other exemptions from taxation that may be available to the Company or as set forth in this Agreement otherwise.
4. Year 1, for the initial tranche of Capital Expenditures invested with respect to the Project (Tranche 1 Capital Investment), shall be the calendar year commencing on the January 1 following the year in which commercial production commences (or Leased Property is otherwise “placed in service”) for the Tranche 1 Capital Investment. During construction of the initial tranche of Project Improvements and prior to the commencement of commercial production, there shall be no *ad valorem* taxes or payments in lieu of tax payable with regard to the initial tranche.
5. Year 1, for the additional tranche of Capital Expenditures invested with respect to the Project (Tranche 2 Capital Investment), shall be the calendar year commencing on the January 1 following the year in which commercial production commences (or Project is otherwise “placed in service”) for the Tranche 2 Capital Investment. During construction of the additional tranche of Project Improvements and prior to the commencement of commercial production, there shall be no *ad valorem* taxes or payments in lieu of tax payable with regard to the additional tranche.

IN THE SUPERIOR COURT OF DECATUR COUNTY
STATE OF GEORGIA

JUNE FAIRCLOTH, CHAD DOLLAR,
KRISTINA MARTIN, and LISA DA SILVA

Plaintiffs,

v.

CITY OF BAINBRIDGE; DECATUR
COUNTY; DECATUR COUNTY SCHOOL
DISTRICT; DECATUR BOARD OF
EDUCATION; and DECATUR COUNTY
BOARD OF TAX ASSESSORS


Defendants.

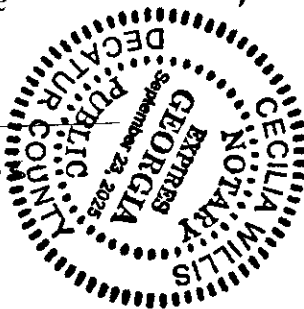
VERIFICATION

I, June Faircloth, state that I have read the foregoing Complaint for Relief, and the facts set forth in this Complaint for Relief are true and correct to the best of my knowledge.


June Faircloth

Sworn to and subscribed before me
this 14th day of February, 2024


NOTARY PUBLIC
My commission expires
September 23, 2025



**IN THE SUPERIOR COURT OF DECATUR COUNTY
STATE OF GEORGIA**

**JUNE FAIRCLOTH, CHAD DOLLAR,
KRISTINA MARTIN, and LISA DA SILVA**

Plaintiffs,

v.

**CITY OF BAINBRIDGE; DECATUR
COUNTY; DECATUR COUNTY SCHOOL
DISTRICT; DECATUR BOARD OF
EDUCATION; and DECATUR COUNTY
BOARD OF TAX ASSESSORS**

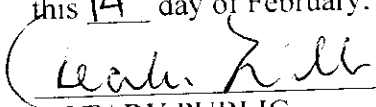
Defendants.

VERIFICATION

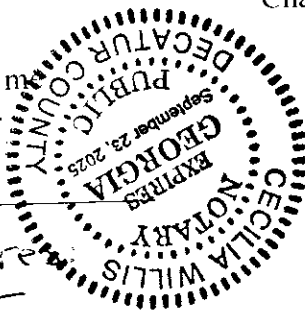
I, Chad Dollar, state that I have read the foregoing Complaint for Relief, and the facts set forth in this Complaint for Relief are true and correct to the best of my knowledge.


Chad Dollar

Sworn to and subscribed before me
this 14th day of February, 2024


NOTARY PUBLIC

My commission expires
September 23, 2025



IN THE SUPERIOR COURT OF DECATUR COUNTY
STATE OF GEORGIA

JUNE FAIRCLOTH, CHAD DOLLAR,
KRISTINA MARTIN, and LISA DA SILVA)
)
)

Plaintiffs,)
)
)

v.)
)
)

CITY OF BAINBRIDGE; DECATUR
COUNTY; DECATUR COUNTY SCHOOL
DISTRICT; DECATUR BOARD OF
EDUCATION; and DECATUR COUNTY
BOARD OF TAX ASSESSORS)
)
)

Defendants.)

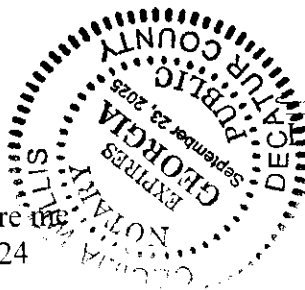
VERIFICATION

I, Lisa Da Silva, state that I have read the foregoing Complaint for Relief, and the facts
set forth in this Complaint for Relief are true and correct to the best of my knowledge.

Sworn to and subscribed before me
this 14th day of February, 2024

Lisa Da Silva
NOTARY PUBLIC

My Commission expires:
September 23, 2025



Lisa Da Silva

LISA DASILVA

LD

IN THE SUPERIOR COURT OF DECATUR COUNTY
STATE OF GEORGIA

JUNE FAIRCLOTH, CHAD DOLLAR,
KRISTINA MARTIN, and LISA DA SILVA)
)
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Plaintiffs,)
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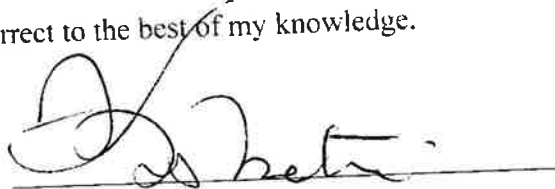
v.)
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CITY OF BAINBRIDGE; DECATUR
COUNTY; DECATUR COUNTY SCHOOL
DISTRICT; DECATUR BOARD OF
EDUCATION; and DECATUR COUNTY
BOARD OF TAX ASSESSORS)
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Defendants.)

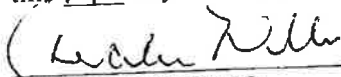
VERIFICATION

I, Kristina Martin. state that I have read the foregoing Complaint for Relief. and the facts
set forth in this Complaint for Relief are true and correct to the best of my knowledge.



Kristina Martin

Sworn to and subscribed before me
this 14th day of February, 2024



NOTARY PUBLIC

my commission expires
September 23, 2025

