

A RESOLUTION OF THE NEWTON COUNTY BOARD OF COMMISSIONERS TO EXECUTE THE INTERGOVERNMENTAL CONTRACT REGARDING A \$5.9 MILLION GEFA LOAN TO FUND A PORTION OF THE BAXTER WASTEWATER PRETREATMENT FACILITY

WHEREAS, on April 19, 2012, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (the "Authority") entered into an Inducement Agreement with Baxter Healthcare Corporation ("Baxter") whereby Baxter agreed to locate a biologics manufacturing, support and distribution center in Stanton Springs, invest approximately \$1 billion in the facility, and generate 1,500 jobs in exchange for various commitments by the Authority, including funding up to \$7.9 million of the cost of Baxter's onsite wastewater pretreatment facility; and

WHEREAS, the Authority agreed to fund a total of \$7.9 million of the wastewater pretreatment facility with \$2 million in funding from its One Georgia EDGE Grant and a \$5.9 million loan from the Georgia Environmental Finance Authority ("GEFA"); and

WHEREAS, the Authority and its members counties propose to enter into an Intergovernmental Contract, pursuant to which the Authority will agree, among other things, to accept the GEFA loan in order to honor its obligations under the Inducement Agreement with Baxter; and the Counties will agree to pay to the Authority sufficient amounts to pay the debt service on the Loan.

NOW THEREFORE, BE IT RESOLVED that Newton County hereby authorizes the Chairman to execute the Intergovernmental Agreement with the Authority, Jasper County, Morgan County and Walton County in its final form contingent on it containing the same material terms as included in the draft attached hereto.

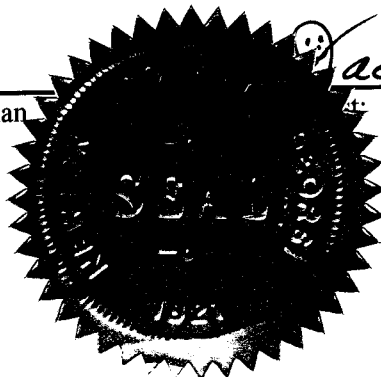
BE IT FURTHER RESOLVED that Newton County hereby authorizes the Chairman to execute all such documents necessary to consummate the acquisition of the GEFA loan contingent on such documents containing the same materials terms as stated in the Intergovernmental Contract and meeting the approval of the County Attorney.

SO RESOLVED, this 4th day of December, 2012.

NEWTON COUNTY BOARD OF COMMISSIONERS

~~Kathryn G. Morgan~~
By: Kathryn G. Morgan, Chairman

~~Jackie Smith~~
By: Jackie Smith, Clerk



[SEAL]

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT, made and entered into as of the ___ day of _____, 2012, by and between JASPER COUNTY, GEORGIA, a political subdivision of the State of Georgia, MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, (collectively, "the Counties"), and the JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia (the "Authority").

WITNESSETH:

WHEREAS, the Authority was duly created and is validly existing pursuant to the provisions of the Development Authorities Law, codified in the Official Code of Georgia Annotated Title 36, Chapter 62, as the same exists and as it may be hereafter amended (the "Act"); and

WHEREAS, under the Act, the Authority has, among other powers, the power to acquire and develop land as a site for a research park (known as "Research Park Project") which is to be a mixed-use project including commercial, light industrial, and residential uses; and

WHEREAS, on October 18, 2000, the Authority acquired an approximately 1531-acre site (the "Property"), which site is located in Morgan, Newton, and Walton Counties, in order to proceed with the development of the Research Park Project now known as Stanton Springs; and

WHEREAS, the Counties are authorized pursuant to Article IX, Section VI, Paragraph III of the Georgia Constitution, O.C.G.A. § 48-5-220(20) and the Act, to provide financial assistance to the Authority for the purpose of developing trade, commerce, industry and employment opportunities provided the tax for such purpose does not exceed one mill per dollar upon the assessed value of the taxable property in each County; and

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

WHEREAS, on April 19, 2012, the Authority entered into an Inducement Agreement with Baxter Healthcare Corporation ("Baxter") whereby Baxter agreed to locate a biologics manufacturing, support and distribution center in Stanton Springs, invest approximately \$1 billion in the facility, and generate 1,500 jobs in exchange for various commitments by the Authority, including financing up to \$7.9 million of the cost of Baxter's onsite wastewater pretreatment facility; and

WHEREAS, in connection with the Inducement Agreement with Baxter, the Authority received an One Georgia EDGE Grant in the amount of \$13,750,000, \$2,000,000 of which is specifically allocated to help fund a portion of the wastewater pretreatment facility; and

WHEREAS, the Authority agreed to fund a total of \$7.9 million of the wastewater pretreatment facility with \$2 million in funding from its One Georgia EDGE Grant and a \$5.9 million loan from the Georgia Environmental Finance Authority ("GEFA"); and

WHEREAS, by resolution dated December 3, 2012, the Authority authorized the filing of an application for the GEFA loan in the amount of \$5.9 million to fund a portion of the Baxter onsite wastewater pretreatment facility, and said application will be filed upon execution of this Contract by all parties thereto; and

WHEREAS, the Authority and Counties, in connection with the GEFA loan, desire to specify the specific percentage of debt service on the Loan to be paid by each entity pursuant to this Intergovernmental Contract and the procedure for such payments; and

WHEREAS, the Authority and Counties propose to enter into this Contract, pursuant to which the Authority will agree, among other things, to accept the GEFA loan in order to honor its obligations under the Inducement Agreement with Baxter; and the Counties, will agree to pay to the Authority sufficient amounts to pay the debt service on the Loan; and

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Counties DO HEREBY AGREE, as follows:

1.

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

2.

This Contract shall become effective upon the date of issuance and delivery of the Loan proceeds and shall continue in effect until the principal and interest on the Loan

shall have been fully paid or shall be deemed to have been fully paid in accordance with this Contract. In no event shall the term of this Contract extend for more than fifty (50) years from the effective date.

3.

The Authority hereby agrees as follows:

- (a) The Authority agrees that it will consummate the GEFA loan and otherwise secure financing as necessary in order to satisfy its obligations to Baxter under the Inducement Agreement to fund a portion of its onsite wastewater treatment facility. The Loan amount will be \$5.9 million. The terms requested will be consistent with Exhibit A attached hereto; and
- (b) All moneys received by the Authority to pay debt service on the Loan shall not be commingled with any other funds of the Authority and as received shall be immediately deposited by the Authority into a separate fund; and
- (c) The Authority shall not issue any other obligations of any kind payable from the moneys received pursuant to this Contract, nor shall the Authority create any lien whatsoever on such moneys; and
- (d) All moneys received by the Authority under this Agreement shall be used for the sole purpose of repayment of the GEFA loan.

4.

The Counties agree as follows:

- (a) Jasper County shall pay to the Authority, no later than ten (10) days prior to the due date for each quarterly payment, moneys sufficient to provide for the payment of 10% of the quarterly payment obligations of the Authority for principal of and interest on the Loan.
- (b) Morgan County shall pay to the Authority, no later than ten (10) days prior to the due date for each quarterly payment, moneys sufficient to provide for the payment of 15% of the quarterly payment obligations of the Authority for principal of and interest on the Loan.
- (c) Newton County shall pay to the Authority, no later than ten (10) days prior to the due date for each quarterly payment, moneys sufficient to provide for the payment of 37.5% of the quarterly payment obligations of the Authority for principal of and interest on the Loan.
- (d) Walton County shall pay to the Authority, no later than ten (10) days prior to the due date for each quarterly payment, moneys sufficient to provide for the

payment of 37.5% of the quarterly payment obligations of the Authority for principal of and interest on the Loan.

- (e) The Counties' obligation to make debt payments shall constitute a general obligation of each County for which its full faith and credit are pledged provided the tax for such purpose does not exceed one mill per dollar upon assessed value of the taxable property in each County. Subject to the terms of this Contract, the Counties' obligation shall be absolute and unconditional so long as the Loan remains outstanding, and such payments shall not be abated or reduced for any reason whatsoever, including, but not limited to, the destruction of Stanton Springs.

5.

The Authority and Counties agree as follows:

- (a) This Contract shall constitute security for the Loan and GEFA shall be a third party beneficiary hereof.
- (b) Any payments required to be made pursuant to this Contract shall be made directly to the Authority, and the Authority shall deposit such payments into a separate fund as provided in Paragraph 3.

6.

Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which shall otherwise remain in full force and effect.

7.

This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

8.

This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

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

EXHIBIT A

Requested GEFA Loan Terms

Principal Amount	\$5,900,000
Interest Rate	0% during construction (estimate 2013-2014)
	1.8% post construction (estimated start 2014)
Amortization	30 years
Payment Schedule	No payments until start of Tax Abatement Period (sooner of Jan 1, 2020 and FDA approval of Baxter facility, expected start in 2018)
Other Terms	No pre-payment penalty

[Execution Page for INTERGOVERNMENTAL CONTRACT, made and entered into as of the ___ day of _____, 2012, by and between Jasper County, Morgan County, Newton County, and Walton and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

JASPER COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
of Jasper County

(SEAL)

Attest:

Clerk, Board of Commissioners
of Jasper County

[Execution Page for INTERGOVERNMENTAL CONTRACT, made and entered into as of the ___ day of _____, 2012, by and between Jasper County, Morgan County, Newton County, and Walton and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

MORGAN COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
of Morgan County

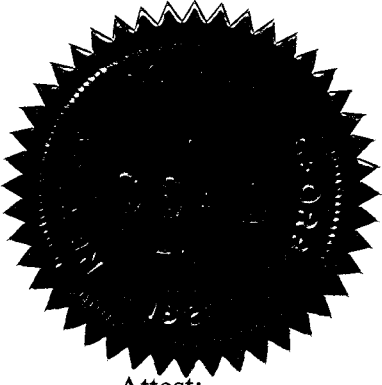
(SEAL)

Attest:

Clerk, Board of Commissioners
of Morgan County

[Execution Page for INTERGOVERNMENTAL CONTRACT, made and entered into as of the 4 day of December, 2012, by and between Jasper County, Morgan County, Newton County, and Walton and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

NEWTON COUNTY, GEORGIA



Attest:

Jackie Smith
Clerk, Board of Commissioners
of Newton County

By: Ray G. Moore
Chairman, Board of Commissioners
of Newton County

[Execution Page for INTERGOVERNMENTAL CONTRACT, made and entered into as of the ___ day of _____, 2012, by and between Jasper County, Morgan County, Newton County, and Walton and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

WALTON COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
of Walton County

(SEAL)

Attest:

Clerk, Board of Commissioners
of Walton County

[Execution Page for INTERGOVERNMENTAL CONTRACT, made and entered into as of the ____ day of _____, 2012, by and between Jasper County, Morgan County, Newton County, and Walton and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY

By: _____
Chairman

(SEAL)

Attest:

Secretary