

GORDON COUNTY PUBLIC FACILITIES AUTHORITY

AND

GORDON COUNTY, GEORGIA

INTERGOVERNMENTAL CONTRACT

Dated as of August 1, 2015

The rights and interest of Gordon County Public Facilities Authority in this Intergovernmental Contract have been pledged under the Resolution to the holder from time to time of the Bond.

This document was prepared by:
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INTERGOVERNMENTAL CONTRACT

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THIS INTERGOVERNMENTAL CONTRACT is entered into as of August 1, 2015 (this "Contract"), between the GORDON COUNTY PUBLIC FACILITIES AUTHORITY (the "Issuer"), and GORDON COUNTY, GEORGIA (the "County").

W I T N E S S E T H:

WHEREAS, the Gordon County Public Facilities Authority (the "Issuer") was duly created and is validly existing pursuant to the Gordon County Public Facilities Authority Act (2011 Ga. L., p. 820, *et seq.*, as amended) (the "Act"); and

WHEREAS, pursuant to the Act, the Issuer has the power to (a) acquire, construct, add to, extend, extend, improve, equip, hold, operate, maintain, lease and dispose of "Projects" (as defined in the Act); (b) execute contracts, leases, installment sale agreements and other agreements and instruments necessary or convenient in connection with the acquisition, construction, addition, extension, improvement, equipping, operation or maintenance of a Project; and (c) borrow money for any of its corporate purposes and to issue revenue bonds, and to provide for the payment of the same and for the rights of the holders thereof; and

WHEREAS, pursuant to the laws of the State of Georgia, Gordon County, Georgia (the "County") has the power to provide administrative offices (the "Project"); and

WHEREAS, Article IX, Section III, Paragraph I(a) of the 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 another county, municipality or political subdivision or 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, the Issuer proposes to issue its revenue bond to be known as the "Gordon County Public Facilities Authority Revenue Bond, Series 2015" in the principal face amount of \$1,800,000 (the "Bond") for the purpose of financing the acquisition, improvement and equipping of the Project and the costs of issuing the Bond; and

WHEREAS, the Issuer and the County propose to enter into this Contract, pursuant to which the Issuer will agree to issue the Bond for the foregoing purposes, and the County, in consideration of the facilities and services provided by the Issuer, will agree to pay to the Issuer amounts sufficient to pay the debt service on the Bond.

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

ARTICLE I.

DEFINITIONS

All capitalized, undefined terms used in this Contract shall have meanings ascribed to them in the Resolution. The following words and phrases shall have the following meanings:

“Contract Payments” means the payments due pursuant to Section 4.2 of this Contract.

“Completion Date” means the date the Project is complete as evidenced by the certificate required by Section 3.3 hereof.

“Default” and “Event of Default” mean with respect to any Default or Event of Default under this Contract any occurrence or event specified and defined by Section 6.1 hereof.

“Resolution” means the resolution of the Issuer adopted on July 21, 2015, pursuant to which the Bond is authorized to be issued, including any resolution supplemental thereto.

“State” means the State of Georgia.

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations of Issuer.

The Issuer represents as follows:

(a) The Issuer is a body corporate and politic, and a public corporation of the State duly created and organized under the Constitution and laws of the State. Under the provisions of the Act, the Issuer is authorized to (i) adopt the Resolution and perform its obligations thereunder, (ii) issue, execute, deliver and perform its obligations under the Bond and (iii) execute, deliver and perform its obligations under this Contract. The Resolution has been duly adopted and has not been modified or repealed. The Issuer has duly authorized the (i) issuance, execution, delivery and performance of its obligations under the Bond and (ii) the execution, delivery and performance of its obligations under this Contract. The Resolution, the Bond and this Contract are valid, binding and enforceable obligations of the Issuer.

(b) No approval or other action by any governmental authority or agency or other person is required to be obtained by the Issuer as of the date hereof in connection with the (i) adoption of the Resolution and the performance of its obligations thereunder, (ii) issuance, execution, delivery and performance of its obligations under the Bond or (iii) execution, delivery and performance of its obligations under this Contract except as shall have been obtained; provided, however, no representation is given with respect to any "blue sky" laws.

(c) The adoption of the Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Bond, the execution, delivery and performance of its obligations under this Contract do not (i) violate the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Issuer or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the Issuer is a party or by which it or its property is subject.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer (or, to the knowledge of the Issuer, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Issuer from issuing the Bond, (ii) contesting or questioning the existence of the Issuer or the titles of the present officers of the Issuer to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of the Resolution, the Bond or this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of the Issuer or (2) the transactions contemplated by this Contract.

(e) The Issuer is not (i) in violation of the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Issuer or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the Issuer is a party or by which it or its property is subject.

(f) The Issuer, in issuing the Bond to finance the Project, will be acting in accordance with the public purpose expressed in the Act.

The Issuer makes no representation as to the (a) financial position or business condition of the County, (b) condition or workmanship of the Project or (c) suitability of the Project for the County's purposes. Furthermore, the Issuer make no representation that the proceeds of the Bond will be sufficient to pay the costs of the Project and the costs of issuing the Bond.

Section 2.2. Representations of the County.

The County represents as follows:

(a) The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is authorized to (i) execute, deliver and perform its obligations under this Contract and (ii) acquire, construct and equip the Project. The County has duly authorized the (i) execution, delivery and performance of this Contract and (ii) acquisition, construction and equipping of the Project. This Contract is a valid, binding and enforceable obligation of the County.

(b) No approval or other action by any governmental authority or agency or other person is required to be obtained by the County as of the date in connection with (i) the execution, delivery and performance of its obligations under this Contract or (ii) acquisition, construction and equipping of the Project except as shall have been obtained; provided, however, no representation is given with respect to any "blue sky" laws.

(c) The (i) execution, delivery and performance of its obligations under this Contract and (ii) acquisition, construction and equipping of the Project do not (i) violate the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the County or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the County is a party or by which it or its property is subject.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the County from acquiring, constructing and equipping the Project, (ii) contesting or questioning the existence of the County or the titles of the present officers of the Board

to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of the County or (2) the transactions contemplated by this Contract.

(e) The County is not (i) in violation of the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the County or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the County is a party or by which it or its property is subject.

ARTICLE III.

**ISSUANCE OF THE BOND; ACQUISITION, PROJECT,
AND EQUIPPING OF THE PROJECT**

Section 3.1. Agreement to Issue the Bond; Application of Bond Proceeds.

The Issuer agrees that it will issue the Bond. The proceeds from the sale of the Bond shall be applied as provided in the Resolution, and the County hereby approves the issuance of the Bond. The Issuer shall deliver a certified copy of the Resolution to the County promptly upon adoption thereof.

Section 3.2. Agreement to Acquire, Construct and Equip the Project.

The Issuer hereby appoints the County as its sole agent for purposes of acquiring, constructing and equipping the Project. Such appointment is irrevocable and is coupled with an interest. The County hereby agrees that it will proceed with acquiring, constructing and equipping the Project. The County shall obtain or cause to be obtained all governmental approvals that are required to the acquisition, construction and equipping of the Project. The Project shall be acquired, constructed and equipped in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. The County will take or cause to be taken such action and institute or cause to be instituted such proceedings as it shall deem appropriate to cause and require all contractors and suppliers of materials to complete their contracts, including the correcting of any defective work. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing shall (a) if the County has corrected at its own expense the matter which gave rise to such default or breach, be paid to the County or (b) if the County has not corrected at its own expense the matter which gave rise to such default or breach, be applied to the prepayment of the Bond or the Project.

The County shall use its best efforts to cause the acquisition, construction and equipping of the Project to be completed as soon as may be practical, delays incident to strikes, riots, acts of God or the public enemy beyond the reasonable control of the County excepted; but if for any reason such acquisition, construction and equipping is not completed by any specified date there shall be no resulting liability on the part of the County.

THE ISSUER DOES NOT MAKE ANY WARRANTY OR REPRESENTATION (EITHER EXPRESS OR IMPLIED) THAT THE PROCEEDS OF THE BOND WILL BE SUFFICIENT TO PAY ALL THE COSTS OF THE PROJECT AND THE COSTS OF ISSUING THE BOND. The County shall pay any shortfalls.

The Project shall be titled in the name of the County.

ARTICLE IV.

EFFECTIVE DATE OF THIS CONTRACT; DURATION OF TERM; CONTRACT PAYMENT PROVISIONS

Section 4.1. Effective Date of this Contract; Duration of Term.

This Contract shall remain in full force and effect from the date of its execution and delivery to and including the later of (a) August 1, ~~2031~~2030 or (b) the date the Bond and the fees and expenses of the Issuer, the custodians and depositories, the Paying Agent, the Bond Registrar and the Authenticating Agent shall have been fully paid or provision made for such payment, whichever is later, but in no event later than 50 years from the date hereof.

Section 4.2. Contract Payments.

(a) The County agrees to pay to the Issuer (or its assignee or designee) amounts sufficient to enable the Issuer to pay all amounts due and owing under the Bond, including, but not limited to, the principal of and interest on the Bond, late charges and the prepayment fee (if any), whether by maturity, prepayment, ~~acceleration~~ or otherwise. The Issuer has assigned the Contract Payments to the owner of the Bond, and the County consents to such assignment. The Issuer hereby directs the County to make the Contract Payments directly to the Sinking Fund Custodian unless the Issuer, the County and the owner of the Bond shall provide otherwise pursuant to Section 208 of the Resolution.

(b) The County also agrees to pay the reasonable fees and expenses of all custodians and depositories, the Paying Agent, Bond Registrar and Authenticating Agent and of their successors and assigns as provided by Section 702 of the Resolution, such reasonable fees and expenses to be paid directly to the party to whom the payment is due when such reasonable fees and expenses become due and payable.

(c) In the event the County should fail to make any of the payments required in this Section 4.2, the item or installment so in Default shall continue as an obligation of the County until the amount in Default shall have been fully paid, and the County agrees to pay the same with interest thereon at the rate borne by the Bond, to the extent permitted by law, from the date thereof.

(d) The County shall have and is hereby granted the option to prepay from time to time payments due under this Contract, but only in accordance with the provisions of the Resolution, in amounts sufficient to pay or cause to be paid the Bond in accordance with the provisions of the Resolution.

Section 4.3. Obligations of the County Hereunder Unconditional.

The obligations of the County to make the payments required in Section 4.2 and other sections hereof and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Issuer of any obligation to the

County, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the County by the Issuer. Until such time as the principal of and interest and prepayment premium (if any) on the Bond shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Resolution, the County (a) will not suspend or discontinue any payments provided for in Section 4.2 hereof, (b) will perform and observe all of its other agreements contained in this Contract and (c) will not terminate the Contract for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, any change in the laws of the United States of America or of the State or any political subdivision thereof or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract. Nothing contained in this Section shall be construed to release the Issuer from the performance of any of the agreements on its part herein contained, and in the event the Issuer should fail to perform any such agreement on its part, the County may institute such action against the Issuer as the County may deem necessary to compel performance so long as such action does not abrogate the obligations of the County contained in the first sentence of this Section.

Section 4.4. Levy for Contract Payments.

The County may make the Contract Payments from any legally available funds. In the event that the County does not have sufficient legally available funds to make the Contract Payments, the County shall levy an ad valorem tax, unlimited as to rate or amount, on all property located within the County subject to such tax in the amounts necessary to make the Contract Payments.

Section 4.5. Appropriation Obligation.

In order to make funds available to pay the Contract Payments, the County shall in its general revenue, appropriation, and budgetary measures include sums sufficient to timely pay the Contract Payments

Section 4.6. Enforcement of Obligations.

The obligation of the County to make Contract Payments under this Article may be enforced by (a) the Issuer, (b) the owner of the Bond, independently of the Issuer, or (c) such receiver or receivers as may be appointed pursuant to the Resolution or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Issuer and the County that no other remedy at law is adequate to protect the interests of the parties hereto or the interests of the owner of the Bond.

ARTICLE V.

SPECIAL COVENANTS

Section 5.1. Further Assurances and Corrective Instruments.

The Issuer and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

Section 5.2. Issuer and County Representatives.

Whenever under the provisions of this Contract the approval of the Issuer or the County is required or the Issuer or the County is required to take some action at the request of the other, such approval or such request shall be given for the Issuer by its designated representative and for the County by its designated representative.

Section 5.3. County's Obligations in the Resolution.

The County agrees to perform all of its obligations (if any) under, and to comply with all of the terms of, the Resolution.

Section 5.4. Financial Statements.

The County shall provide a copy of audited financial statements to the owner of the Bond within 270 days of the end of each fiscal year.

Section 5.5. Provisions Respecting Insurance.

The County shall insure the Project in the same manner that it insures its other buildings and facilities. If the County maintains general liability insurance with respect to the Project, the Issuer shall be named as an additional insured, unless the policy prohibits it.

Section 5.6. Operation of the Project.

The County shall operate the Project and shall pay all costs of operating the Project, including, without limitation, salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Project, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses and such other charges as may properly be made for the purpose of operating the Project in accordance with sound business practice..

Section 5.7. Tax Covenants.

The Issuer and the County shall take all actions required to maintain the tax-exempt status of the Bond and shall refrain from taking any actions that will adversely affect the tax-exempt status of the Bond.

Section 5.8. Release and Indemnification Covenants.

(a) To the extent permitted by law, the County hereby agrees to release the Issuer from and to indemnify the Issuer for any and all liabilities and claims against the Issuer arising from the conduct or management of the Project, or from any work or thing done on or with respect to the Project, or the financing or refinancing of the Project, including without limitation, (i) any condition of the Project, (ii) any breach or Default on the part of the County in the performance of any of its obligations under this Contract, (iii) any act or negligence of the County or of any of its agents, contractors, servants, employees or licensees, or (iv) any act or negligence of any assignee or lessee of the County, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the County or (v) any material statement or omission by the County in connection with the sale of the Bond. Upon notice from the Issuer, the County shall defend the Issuer in any such action or proceeding. In addition, to the extent permitted by law, the County agrees to release the Sinking Fund Custodian, the Paying Agent, the Authenticating Agent and the Bond Registrar and shall indemnify and hold them harmless against any loss, liability or other expense incurred without gross negligence or bad faith on the part of the Sinking Fund Custodian, the Paying Agent, the Authenticating Agent or the Bond Registrar arising out of or in connection with the acceptance or administration of the duties of the Sinking Fund Custodian, the Paying Agent, the Authenticating Agent or the Bond Registrar under the Resolution, including the costs and expenses of defending against any such claim or liability.

(b) Any one or more of the parties indemnified in this Section 5.8 shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such parties unless the employment of such counsel has been specifically authorized by the County.

(c) Notwithstanding the foregoing provisions of this Section 5.8, the County shall not indemnify the Issuer, the Sinking Fund Custodian, the Paying Agent, the Authenticating Agent or the Bond Registrar for any claim or loss arising as a result of the gross negligence or willful misconduct of the Issuer, the Sinking Fund Custodian, the Paying Agent, the Authenticating Agent or the Bond Registrar, or for any claim that the County is prohibited by law from providing indemnification to such party.

(d) For purposes of this Section 5.8, all references to the Issuer, the Sinking Fund Custodian, the Paying Agent, the Authenticating Agent and the Bond Registrar shall include its present and future directors, officers, members, agent and employees.

(e) The provisions of this Section 5.8 shall survive the termination of this Contract.

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default Defined.

The following shall be "Events of Default" under this Contract and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Contract, any one or more of the following events:

(a) Failure by the County to make the payments required to be paid under Section 4.2 hereof.

(b) Failure by the County or the Issuer to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) of this Section 6.1, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the defaulting party by the nondefaulting party, unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the defaulting party within the applicable period and is being diligently pursued until the Default is corrected.

(c) Any representation or warranty made in this Contract shall be found untrue.

(d) The occurrence of an Event of Default under the Resolution.

Section 6.2. Remedies on Default.

Whenever any Event of Default referred to in Section 6.1 hereof shall have happened and be continuing, the nondefaulting party or the owner of the Bond may take any action and pursue any remedy available under the laws of the State, including, without limitation, bringing an action for specific performance pursuant to Section 4.6 hereof.

Section 6.3. No Remedy Exclusive.

No remedy herein conferred or conferred in the Resolution is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or the Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to exercise any remedy, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Article.

Section 6.4. Agreement To Pay Attorneys' Fees and Expenses.

In the event the County should Default under any of the provisions of this Contract and the Issuer or the owner of the Bond should employ attorneys or incur other expenses for the collection of payments or the enforcement of performance or observance of any obligation or agreement on the part of the County herein contained, the County agrees that it will on demand therefor pay to the Issuer or the owner of the Bond the reasonable fee of such attorneys and such other reasonable expenses so incurred by the Issuer or the owner of the Bond.

Section 6.5. No Additional Waiver Implied by One Waiver.

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

ARTICLE VII.

MISCELLANEOUS

Section 7.1. Notices.

All notices, certificates or other communications hereunder shall be given by hand delivery, overnight mail or registered mail, postage prepaid.

Section 7.2. Binding Effect; Third Party Beneficiary.

This Contract shall inure to the benefit of and shall be binding upon the Issuer and the County and their successors and assigns. The owner of the Bond shall be a third-party beneficiary hereof. No other party is a beneficiary of this Contract.

Section 7.3. Severability.

In the event any provision of this Contract 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 7.4. Amounts Remaining in Funds.

Any amounts remaining in any funds or accounts created under the Resolution upon expiration or earlier termination of the Contract, as provided in this Contract, after payment in full of the Bond (or provision for payment thereof having been made in accordance with the provisions of the Resolution) and all other amounts owing hereunder, shall belong to and be paid to the County.

Section 7.5. Amendments, Changes and Modifications.

This Contract may not be effectively amended, changed, modified, altered or terminated except as provided in the Resolution.

Section 7.6. Execution in Counterparts.

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

Section 7.7. Applicable Law.

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

Section 7.8. Captions.

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Contract.

Section 7.9. No Personal Recourse.

No personal recourse shall be had for any claim based on this Contract against any member, officer or employee of the Issuer or the County in his or her individual capacity.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their corporate names by duly authorized officers and have caused their seals to be impressed hereon, all as of the date first above written.

GORDON COUNTY PUBLIC FACILITIES
AUTHORITY

(SEAL)

By: _____
Chairperson

Attest:

By: _____
Secretary

GORDON COUNTY, GEORGIA

(SEAL)

By: _____
Chairman

Attest:

By: _____
Clerk

Document comparison by Workshare Compare on Monday, July 13, 2015
5:37:11 PM

Input:	
Document 1 ID	file://\MBF-DC01\data\WDDOCS\1552\~VER\2\00072787.DOC
Description	00072787
Document 2 ID	file://\MBF-DC01\data\WDDOCS\1552\00072787.DOC
Description	00072787
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
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<u>Moved to</u>	
Style change	
Format change	
Moved-deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	1
Deletions	2
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	3



Gordon County
Government

Annette Berry <aberry@gordoncounty.org>

FW: Gordon

1 message

James Ledbetter <jledbetter@jflpc.com>
To: Annette Berry <aberry@gordoncounty.org>

Fri, Jul 17, 2015 at 10:57 AM

These are the last documents I received from Roger Murray. The BOC and Authority will need to vote on the Bond Resolution and Intergovernmental Contract. The Validation papers are for informational purposes.

Yours truly,

James F Ledbetter

James F Ledbetter P.C.

Attorney at Law

706 – 629 – 8888

PO Box 2045

Calhoun Georgia, 30703

***** PLEASE NOTE *****

This E-Mail/telefax message and any documents accompanying this transmission may contain privileged and/or confidential information and is intended solely for the addressee(s) named above. If you are not the intended addressee/recipient, you are hereby notified that any use of, disclosure, copying, distribution, or reliance on the contents of this E-Mail/telefax information is strictly prohibited and may result in legal action against you. Please reply to the sender advising of the error in transmission and immediately delete/destroy the message and any accompanying documents. Thank you.