

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, NOVEMBER 23, 2021

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, BOBBY BARBER, JR, GEORGE ANDERSON, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

ABSENT: COMMISSIONER RUSTY DAVIS

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 7:00 p.m. After the call to order, Randy Williams gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Chairman Stephens requested to amend the agenda and add executive session to the agenda as item 9. Vice Chairman Brinson made a motion to approve the agenda, with the amendment. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Commissioner Anderson made a motion to approve the minutes of the Commissioners' Meeting held November 9, 2021, as presented. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

PUBLIC HEARING

CDBG GRANT AWARD

Commissioner Brock made the motion to enter into the Public Hearing. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

Chairman Stephens recognized County Administrator Thomas who stated the public hearing has been duly advertised and is to discuss the Community Development Block Grant that Decatur County was recently awarded for the Philyaw Subdivision Street and Drainage Improvements Project. The CDBG grant award amount is \$626,421 and Decatur County will provide \$205,000 bringing the total cost of the project is \$831,421. County Administrator Thomas stated the project will benefit 79 low to moderate income individuals and provide road improvements of .68 miles. The project will also include drainage piping and drop inlets being installed. County Administrator Thomas stated the public hearing is for any citizens that has any questions, comments or concerns about the project and he would be glad to answer any questions from the Board or the public at this time.

There being no further discussion, Commissioner Brock made a motion to enter back into the regular meeting. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

Update – Lake Seminole – John Petrie. Chairman Stephens recognized John Petrie who wanted to update the Board on the lack of maintenance of Lake Seminole. Mr. Petrie stated Congressman Sanford Bishop had a meeting with the General of the Corps of Engineers about the lack of maintenance of Lake Seminole. Mr. Petrie stated the Corps of Engineers needed to request more funds in the budget for the next coming year to help with the maintenance of Lake Seminole. Some progress has been made with the Corps they will be spraying Lake Seminole after the holidays.

Joint Resolution with Seminole County. Commissioner Barber made the motion to approve the joint resolution with Seminole County, a copy of which is attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

NEW BUSINESS

Consider Approval of Memorandum of Agreement with Southwest Georgia Regional Commission. Chairman Stephens recognized County Administrator Thomas who stated the SWGRC is to assist Decatur County with redistricting, if necessary, by looking at the population counts and changes. County Administrator Thomas stated if no redistricting is necessary the cost will be \$500, but if redistricting is necessary the cost will be \$3,500 and recommends approval to the Board. Commissioner Brock made the motion to approve the memorandum, a copy of which is attached. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Consider Project Agreement – Danimer. Chairman Stephens recognized County Administrator Thomas who stated there are two documents to consider, one is the project agreement and the second is the addendum to the project agreement. County Administrator Thomas stated this is a \$700,000,000 project currently under construction in the Pond Town Road area which is known as the Downwind Industrial Park. As part of the incentive package to locate Danimer in Decatur County there was included a one hundred percent tax abatement for ten years that begins reducing by ten percent each year thereafter. County Administrator Thomas stated the project agreement contains the agreed upon tax abatement language that was included in the incentive package. The project agreement left out some legal language that needed to be included in the agreement and the addendum provides that correction. County Administrator Thomas recommended approval to the Board. Commissioner Barber made the motion to approve the agreements, copies of both agreements are attached. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

Consider MOU – Opioid Litigation. Chairman Stephens recognized County Administrator Thomas who stated the law firm representing Decatur County and other counties and cities in the opioid litigation has recommended Decatur County enter into this resolution to be bound by the memorandum of understanding between the State of Georgia and certain Georgia local governments entities concerning the National Distributor and J & J Settlements. County Administrator Thomas recommends approval to the Board based on the recommendation from the law firm representing Decatur County. Commissioner Brock made the motion to approve the MOU, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Public Works Equipment Bid – Asphalt Paver. Chairman Stephens recognized County Administrator Thomas who stated bid requests for an asphalt paver for Public Works were advertised and provided to various vendors. County Administrator Thomas stated the current asphalt paver is over 20 years old and is in need of repairs. Two bids were received with Yancey being the recommended bidder with a price of \$410,471. The asphalt paver will be paid for with TSPLOST and/or SPLOST VI funds, as equipment has been allocated in both referendums. County Administrator Thomas recommends Board approval for the CAT asphalt paver, model number AP600. Commissioner Brock made the motion to approve the purchase. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

Consider Public Works Equipment Bid – Dump Trucks. Chairman Stephens recognized County Administrator Thomas who stated bid requests for two different size dump trucks for Public Works were advertised and provided to various vendors. Two bids were received with Nextran Truck winning both bids for the dump trucks. The first dump truck size is a 10 cubic yard Mack dump truck with a low bid amount of \$106,300 and a delivery date of February 1, 2022. The second dump truck is a 16 cubic yard Mack dump truck with a low bid amount of \$163,500 and includes a 13-month buyback option of \$151,500 and a delivery date of July 2022. These dump trucks will be paid for out of TSPLOST funds. County Administrator Thomas recommends Board approval for the dump trucks. Vice Chairman Brinson made a motion to approve the purchase. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

Consider Approval of Errors & Releases. Chairman Stephens recognized County Administrator Thomas who recommends that the Board approve the errors and releases, stating the Tax Commissioner and the Board of Assessors have approved. Commissioner Anderson made the motion to approve the Errors and Releases. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

Consider Incentive Pay. Chairman Stephens recognized County Administrator Thomas who stated that in the past the Board has provided the staff with an incentive pay amount during this time of the year and some Board members have expressed their desire to do it again this year. This pay incentive does not include elected officials and requires an employee to have satisfactorily completed their 90-day probationary period to be eligible. Vice Chairman Brinson made the motion to pay each full-time employee \$175 and each actively working part-time employee \$50. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

EXECUTIVE SESSION - PERSONNEL

Vice Chairman Brinson made the motion to enter into executive session to discuss personnel. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

After the executive session, the Commissioners assembled back in the board room. Commissioner Barber made the motion to enter back into regular session. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

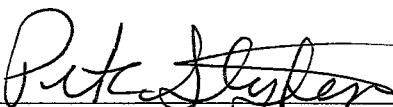
Chairman Stephens stated a board appointment was discussed in executive session. Commissioner Barber made the motion to appoint Calvine Rollins to the Board of Health. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

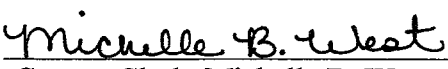
COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting.

ADJOURN

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

Approved: 
Chairman, Pete Stephens

Attest: 
County Clerk, Michelle B. West

JOINT RESOLUTION
BOARD OF COMMISSIONERS OF SEMINOLE COUNTY, GEORGIA
AND
BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA
TO THE
UNITED STATES CORPS OF ENGINEERS

WHEREAS, the **BOARD OF COMMISSIONERS OF SEMINOLE COUNTY, GEORGIA**, and the **BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA**, Bainbridge, Georgia, as the county governing authorities of the respective counties that share **LAKE SEMINOLE** and all of its benefits to their respective communities and the economic welfare derived from the uses and opportunities of the impoundment by the **UNITED STATES CORPS OF ENGINEERS** of the Chattahoochee and Flint Rivers, join in this resolution to bring to the attention of an immediate need for a mutual and collective response to its conditions; and

WHEREAS, **LAKE SEMINOLE**, as an irreplaceable asset to these communities, has been severely impacted by natural forces, including a major hurricane and invasive aquatic growth within the impoundment with consequences that prevent the full use of the impoundment and its shorelines not only by the counties residents, but also the regional and bordering state populations for recreational, commercial, and industrial users; and

WHEREAS, the prevention of such uses has and continues to cause major economic and social effects to the communities, businesses, and governmental entities; and

WHEREAS, the costs associated with curing and correcting these conditions are insurmountable by local entities without participation by the impoundment's principal caretaker.

NOW THEREFORE BE IT RESOLVED, that the **BOARD OF COMMISSIONERS OF SEMINOLE COUNTY, GEORGIA** and the **BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA**, join to urge that **LAKE SEMINOLE** be recognized as such a critical asset not only for their communities, but also for Southwest Georgia, Southeast Alabama, and North Florida populace and in doing so cause the **CORPS OF ENGINEERS** to prioritize its efforts, resources, and manpower to participate in corrective and preventative measures in curing the conditions that prevent the full realization of the impoundment's impact on these Counties, Regions, and States, and

BE IT FURTHER RESOLVED that both the **BOARD OF COMMISSIONERS OF SEMINOLE COUNTY, GEORGIA** and the **BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA** stand willing to cooperate with the **CORPS OF ENGINEERS** to move in a collective manner to ensure that the full potential and uses are realized of **LAKE SEMINOLE** by all parties.

P.O. Box 346
30 W. Broad Street
Camilla, GA 31730
229-522-3552
229-522-3558 (fax)



MEMORANDUM OF AGREEMENT

This agreement entered by and between Decatur County and the Southwest Georgia Regional Commission. From here on, Decatur County shall be referred to as the County. The Southwest Georgia Regional Commission shall be referred to as the SWGRC.

WITNESS THAT:

Whereas the County wishes to engage the SWGRC for technical assistance to determine if redistricting is legally necessary with the development of the required data and districting software to ensure conformance with federal law.

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. Retention of the Southwest Georgia Regional Commission Staff

The County agrees to retain and provide payment for the services performed by the SWGRC for the completion of this project. The SWGRC shall have the responsibility for the timely and proper performance in the preparation of the redistricting materials.

II. Scope of Work / Products

The SWGRC will provide the following services to the County:

1. Compare the change of population in the current voting districts between Census 2010 and Census 2020 data.
2. Determine if the population demographics have changed enough to legally require redistricting.

3. Develop up to four redistricting plans and maps with County official input that change the voting district boundaries while keeping the legal and required population balance.
4. Participate in one meeting/work session with County officials so that the data can be viewed and projected on demand for all in attendance to see the plan and map options that will be provided for further discussion and approval of one of those plans by the County.
5. After the County has agreed upon a final plan from the options provided, the SWGRC will provide two printed final displayable voting district maps and plan data to be used for public viewing that meets legal requirements.
6. Submit final electronic voting district map and plan data for use by the County in the transmittal to the State of Georgia Office of Legislative & Congressional Reapportionment.

IV. Other Specifications

- Four redistricting plans and map options are included in this contract. If the County would like to see or be provided with more than four options, this will result in additional costs to the County. Each additional plan will be billed at \$875.
- Please be advised that the State of Georgia Office of Legislative & Congressional Reapportionment has the final say in all redistricting maps and plans, and the maps and plans that are submitted to the State could possibly change once submitted. The SWGRC is only able to offer draft options for redistricting purposes, these are not legal and binding.
- The SWGRC will be using the Districting Tool in ESRI's ArcGIS software package to complete this project.

V. Responsibilities of the County

The County's responsibilities to the SWGRC will be the following:

1. Provision of name and address information of current elected officials.
2. Provision of complete and readable map of existing voting district boundaries being used by the County at this time for voting purposes.

VI. Timeframe and Costs

After the execution of this contract and upon receiving the required data and information from the County, an initial assessment will be run to compare population change data with the current voting districts. If it is determined that the County does not need to redistrict its existing voting districts, the County will only be billed \$500 for the assessment. This will be completed within seven business days of receiving requested data from the County. If it is determined that the County needs to complete the redistricting process, then the County will be billed an additional \$3500. Total project completion time will mostly be determined by the date of the County's chosen work session with the SWGRC.

VIII. Signatures

Pete Snyder

Chairman of Board of Commissioners, Decatur County (Signature)

11-23-2021

Date

Michelle B. West

Witness

Executive Director, Southwest Georgia Regional Commission

Date

Witness

PROJECT AGREEMENT

by and among

DANIMER SCIENTIFIC MANUFACTURING, INC.

and

**DECATUR COUNTY, GEORGIA,
CITY OF BAINBRIDGE, GEORGIA,
DECATUR COUNTY SCHOOL DISTRICT,
DECATUR COUNTY BOARD OF TAX ASSESSORS and
DEVELOPMENT AUTHORITY OF BAINBRIDGE AND DECATUR COUNTY**

Effective Date:

July [], 2021

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINED TERMS	2
ARTICLE II COMPANY COMMITMENT	4
Section 2.1 <u>Investment and Employment Commitments of the Company</u>	4
Section 2.2 <u>Local Recoupment</u>	4
Section 2.3 <u>Local Recoupment Formula</u>	4
Section 2.4 <u>Company Reporting Commitment; Recoupment Payment</u>	5
ARTICLE III DESIGNATION OF COORDINATOR; GENERAL TERMS	5
Section 3.1 <u>Designation of Coordinator</u>	5
Section 3.2 <u>Assistance with Permits</u>	5
Section 3.3 <u>Business License Fees</u>	6
Section 3.4 <u>Company Contractors and Suppliers</u>	6
ARTICLE IV THE PROJECT SITE; SITE PREPARATION	6
Section 4.1 <u>Project Site</u>	6
Section 4.2 <u>Zoning</u>	7
ARTICLE V CONSTRUCTION AND FINANCING OF THE BUILDING IMPROVEMENTS	7
Section 5.1 <u>Construction of the Building Improvements</u>	7
Section 5.2 <u>Building Improvements</u>	7
Section 5.3 <u>Construction Manager; Company Representative</u>	8
ARTICLE VI [RESERVED]	8
ARTICLE VII UTILITY INFRASTRUCTURE	8
Section 7.1 <u>Water</u>	8
Section 7.2 <u>Wastewater</u>	9
Section 7.3 <u>Natural Gas</u>	9
Section 7.4 <u>Electricity</u>	10
Section 7.5 <u>Telecommunications</u>	10
Section 7.6 <u>Road Improvements</u>	10
Section 7.7 <u>Rail Service</u>	11
ARTICLE VIII TAX INCENTIVES	11
Section 8.1 <u>Job Tax Credits; Tax Exemptions</u>	11
Section 8.2 <u>Local Freeport Exemption</u>	11
Section 8.3 <u>Personal Property Bond Transaction for Equipment</u>	11
Section 8.4 <u>Property Tax Reduction</u>	12
Section 8.5 <u>Change in Law</u>	13
ARTICLE IX LOCAL INCENTIVES, GOODWILL AND COMMUNITY INVOLVEMENT	13
Section 9.1 <u>Assistance with Employment Incentive Programs</u>	13
ARTICLE X STATE INCENTIVES	13
Section 10.1 <u>State Grant for Site Improvements</u>	13
Section 10.2 <u>State Funds for Employment Training</u>	14
Section 10.3 <u>Other State Incentives</u>	14
ARTICLE XI MISCELLANEOUS	14



Section 11.1	<u>Authorization</u>	14
Section 11.2	<u>Project Site; Permitted Encumbrances</u>	14
Section 11.3	<u>Intellectual Property</u>	14
Section 11.4	<u>Time is of the Essence</u>	14
Section 11.5	<u>Governing Law</u>	14
Section 11.6	<u>Severability</u>	14
Section 11.7	<u>Notices</u>	15
Section 11.8	<u>Publicity and Trade Secrets</u>	16
Section 11.9	<u>Assignment</u>	16
Section 11.10	<u>Further Assurances</u>	16
Section 11.11	<u>Specific Performance and Damages</u>	17
Section 11.12	<u>Conflicts</u>	17
Section 11.13	<u>Survival of Representations</u>	17
Section 11.14	<u>Term of Agreement</u>	17
Section 11.15	<u>No Third-Party Beneficiaries</u>	17
Section 11.16	<u>Article and Section Titles and Headings</u>	17
Section 11.17	<u>Incorporation of Exhibits, Annexes and Schedules</u>	17
Section 11.18	<u>Entire Agreement</u>	17
Section 11.19	<u>Amendments and Waivers</u>	17
Section 11.20	<u>Cost and Expense</u>	18
Section 11.21	<u>Construction</u>	18
Section 11.22	<u>Binding Effect</u>	18
Section 11.23	<u>Counterparts</u>	18
Section 11.24	<u>No Personal Liability of Representatives of Public Authorities</u>	19
Section 11.25	<u>No Personal Liability of Representatives of Company</u>	19

LIST OF EXHIBITS AND APPENDICES

EXHIBIT A-1	Project Site
EXHIBIT A-2	Permitted Encumbrances
EXHIBIT B	Schedule of Estimated Dates for Permits
EXHIBIT C	Project Schedule
EXHIBIT D	New Building Design and Performance Criteria
EXHIBIT E	Utility Requirements
EXHIBIT F	Authority Bond Administrative Fee
EXHIBIT G	Payments in Lieu of Tax-PILOT Payment Percentages
EXHIBIT H	State Incentives



PROJECT AGREEMENT

THIS PROJECT AGREEMENT (“Agreement”) is hereby made and entered into as of July [], 2021 (“Effective Date”), by and among **DANIMER SCIENTIFIC MANUFACTURING, INC.**, a Delaware corporation (“Company”), **DECATUR COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“County”), the **CITY OF BAINBRIDGE, GEORGIA**, a municipal corporation of the State of Georgia (“City”), the **DECATUR COUNTY SCHOOL DISTRICT** (“District”), the **DECATUR COUNTY BOARD OF TAX ASSESSORS** (“Tax Assessors”) and the **DEVELOPMENT AUTHORITY OF BAINBRIDGE AND DECATUR COUNTY**, a local development authority for the County (“Authority”). 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 the “Public Authorities.”

WITNESSETH:

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

WHEREAS, the Company currently owns and operates its facilities constituting of manufacturing operations, a headquarters, and supporting functions related to the manufacture of polyhydroxyalkanoate in Bainbridge, Georgia;

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

WHEREAS, the Authority has determined to provide approximately 102 acres free of charge for the initial construction, improvement and equipping, of the Company, of an aggregate, approximate 425-square foot of manufacturing and related office and storage building(s) on the Project Site (“New Building”), which will be owned by the Authority and leased to and utilized by the Company with respect to the expansion and location of its manufacturing operations, headquarters, and supporting functions in the City and County (collectively, “Project”), and to reserve, for 7 years from the Effective Date, an additional, approximately 81 acres for potential expansion opportunities, all of which land is collectively shown on Exhibit A-1 hereto (“Project Site”);

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 an investment of approximately \$700,000,000 in the Project and reasonably expects to employ or obtain the services of approximately 400 people at full operations as part of the relocation of the Project; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Public Authorities, which 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):

“Affiliate” means any person or entity (as used herein, the term “entity” includes, without limitation, any public body) that directly, 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 Percentage” means the percentage obtained by dividing the highest number of Full-Time Jobs created on or before the Calculation Date in any month by the Base Employment Goal.

“Building Improvements” has the meaning set forth in Section 5.1(a) of this Agreement.

“Capital Expenditures” means all expenditures made with respect to the Project that, under general accounting principles are, or have been, capitalized in connection with the Project.

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

“Economic Incentive Amount” means an amount equal to the sum of (i) 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.

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

“Full-Time Job” shall mean a job with a regular work week of 30 hours or more. All employees leased by the Company shall be considered as holding a “Full-Time Job” at the Company for the purposes of this Agreement, provided such jobs otherwise meet the definition of Full-Time Job contained herein.

“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 8.3 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 of this Agreement.

“**Leases**” means collectively, the Real Property Lease and any Equipment Lease.

“**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**” shall mean a sum of money equal to the Economic Incentive Amount multiplied by the Shortfall Percentage.

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

“**Permitted Encumbrances**” means those matters set forth on Exhibit A-2 of this Agreement.

“**Project**” means the Project Site and Building 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 with respect to the relocation to the State of its manufacturing operations, headquarters and supporting functions related to the manufacture of polyhydroxyalkanoate in Bainbridge, Georgia, and related facilities and property including any additional buildings and improvements located on the Project Site and any expansions to the Project.

“**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.

“**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.

“**Personal Property Bond**” has the meaning set forth in Section 8.3 of this Agreement.

“**Personal Property Bond Documents**” has the meaning set forth in Section 8.3 of this

Agreement.

“**Equipment Lease**” has the meaning set forth in Section 8.3 of this Agreement.

“**Real Property Bond**” has the meaning set forth in Section 5.2 of this Agreement.

“**Real Property Lease**” has the meaning set forth in Section 5.2 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 \$700,000,000 of Capital Expenditures in the Project by December 31, 2026 (“Capital Investment Goal”), and to create at least 400 Full-Time Jobs no later than 3 years from the date of the issuance of a certificate of occupancy for the Building Improvements, which date shall be no later than December 31, 2026 (“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 the Project Site, whether made by the Company or another entity, including without limitation the State or its agencies, other than any Public Authority. Used equipment 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 New Building or any new building 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 December 31, 2026 (“Calculation Date”), certain performance standards 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 in Section 2.3 below.

Section 2.3 Local Recoupment Formula.

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

(b) *Example 1 – Local Recoupment Amount Required.* If on or prior to the Calculation Date, the highest number of Full-Time Jobs for any month at the Project were 200, the total Capital Expenditures were \$500,000,000 and the Economic Incentive Amount with respect to the Project was \$10,000,000, the Local Recoupment Amount would equal \$3,928,562.50 calculated as follows:

$$200 \div 400 = 50\% \text{ (Base Employment Goal Percentage)}$$

$$\$500,000,000 \div \$700,000,000 = 71.42857\% \text{ (Capital Investment Goal Percentage)}$$

$$50\% + 71.42857\% = 121.42857\%$$

$$121.42857\% \div 2 = 60.714375\% \text{ (Average Commitment Percentage)}$$



$$80\% - 60.714375\% = 29.285625\% \text{ (Shortfall Percentage)}$$

$$\$10,000,000 \times 29.285625\% = \$2,928,562.50 \text{ (Local Recoupment Amount)}$$

(c) *Example 2 – No Local Recoupment Amount Required.* If on or prior to the Calculation Date, the highest number of Full-Time Jobs in any month were 375, the total Capital Expenditures were \$630,000,000 and the total Economic Incentive Amount were \$10,000,000, no Local Recoupment Amount would be payable, determined as follows:

$$375 \div 400 = 93.75\% \text{ (Base Employment Goal Percentage)}$$

$$\$630,000,000 \div \$700,000,000 = 90\% \text{ (Capital Investment Goal Percentage)}$$

$$93.75\% + 90\% = 183.75\%$$

$$183.75 \div 2 = 91.875\% \text{ (Average Commitment Percentage)}$$

91.875% is greater than 80%. No Local Recoupment Amount Required.

Section 2.4 Company Reporting Commitment; Recoupment Payment. The Company agrees to provide to the Authority a written certificate upon satisfaction of the Capital Investment Goal and the Base Employment Goal, together with other documentation which the Authority may reasonably require to evidence satisfaction of such goals. If the Capital Investment Goal or the Base Employment Goal is not satisfied on or before the Calculation Date, the Company shall provide to the Authority in 30 days following the Calculation Date a written calculation of the Local Recoupment Amount, if any, payable to the Company. If it is determined that a Local Recoupment Amount is payable by the Company, such Local Recoupment Amount shall be paid on or before the 30th day following the Calculation Date to the Tax Commissioner. Any such Local Recoupment Amount paid will be reasonably allocated by the Authority to the tax years during which the benefits being repaid actually accrued to the Company.

ARTICLE III

DESIGNATION OF COORDINATOR; GENERAL TERMS

Section 3.1 Designation of Coordinator. Rick McCaskill, or his designee, or a successor designated by the Authority in writing to the Company (“Public Authorities’ Designee”), will coordinate the Project for the Public Authorities through completion of Site Construction and the full delivery of the incentives outlined hereunder.

Section 3.2 Assistance with Permits.

(a) The County, the City and the Authority shall, for the duration of the Site Construction, facilitate the timely issuance of all Permits which are under the respective jurisdiction of the County 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 and land disturbing activity Permits. Each of the County, the City and the Authority hereby agrees to use its commercially reasonable efforts to cause all Permit decisions necessary for Site Construction to be made on a fast-track basis. The estimated timetable for the issuance of certain Permits is attached hereto as Exhibit B.

(b) The City and the County shall waive, to the extent permitted by applicable law, all building permitting fees or charges and impact fees otherwise payable by the Company in connection with its development, construction and equipping of the Project; provided, however that this waiver shall not be construed to include a waiver of any fee imposed by the Authority for any Bonds issued as contemplated by this Agreement.

Section 3.3 Business License Fees. The City shall pay or waive the City's occupational tax certificate.

Section 3.4 Company Contractors and Suppliers. The Authority agrees that all contractors retained by the Company for any portion of the Project to be directly owned and selected by and in the sole discretion of the Company.

ARTICLE IV

THE PROJECT SITE; SITE PREPARATION

Section 4.1 Project Site.

(a) The Project Site is currently owned by the Authority of which a 102-acre portion will be leased to the Company pursuant to the Real Property Lease described in Section 5.2 below. The Authority agrees to reserve an additional approximately 81-acre site for 7 years from the Effective Date for the Company, at no charge. The precise location and dimensions of the 102-acre portion of the Project Site shall be agreed upon by the Authority and the Company as set forth in the Real Property Lease.

(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 shall, in 30 days of the Effective Date, and at its expense, to the extent possessed by the Authority as of the Effective Date, provide the Company the following due diligence materials and reports with respect to the Project Site: (i) a title commitment with respect to the Project Site together with copies of all matters of record ("Title Commitment"); (ii) an ALTA survey of the Project Site, to include an aerial photograph of the Project Site, a topographical survey and wetlands delineation ("Survey"); and (iii) a phase I environmental site assessment of the Project Site ("Phase I Environmental Assessment") which has been performed in accordance with the most recent promulgated standards of the American Society for Testing and Materials (ASTM) for Environmental Site Assessments for Phase I Environmental Site Assessments; and At a minimum, the Phase I Environmental Assessment shall include, without limitation, an identification of all potential sources of environmental concern, the presence of hazardous or toxic waste, improper storage, treatment or disposal of hazardous or toxic waste, areas of potential contamination, the past or present presence of underground storage tanks, the presence of wetlands and prior and adjacent land use, together with a review of all pertinent federal, state and local agency data relating to the Project and adjacent properties. If in the Company's sole discretion it is determined that it is necessary to conduct soil, water or asbestos sampling and analysis, such sampling ("Phase II Environmental



Assessment” and, together with the Phase I Environmental Assessment, collectively, “Environmental Assessment”) shall be conducted and a report shall be prepared and addressed to the Company which sets forth the results of such sampling. The satisfaction of the Company with each of (a) the Title Commitment, the Survey, the Environmental Assessment, the Soils Report and any other due diligence reports obtained by the Company, at its sole expense (collectively, “Due Diligence Reports”), and (b) the resolution of all land use matters, including without limitation, zoning, licensing, permitting and related matters (collectively, “Land Use Matters”), shall be a condition to the Company’s obligations hereunder, and in the event the Company is not satisfied with the condition of the Project Site, as reflected in the Due Diligence Reports, or with the resolution of the Land Use Matters, then the Company may terminate this Agreement at any time prior to the issuance of either the Real Property Bond as described in Section 5.2 or the Equipment Lease Bond as described in Section 8.3, by written notice to the other Parties hereto. Providers of the foregoing Due Diligence Reports shall be acceptable to the Authority. The Public Authorities shall have no obligation to undertake Site Construction as otherwise required herein until the Company’s right to terminate has expired or has been waived by the Company in writing.

Section 4.2 Zoning. The City represents and warrants that the Project Site is zoned Heavy Industrial (HI), which includes industrial use and which currently permits the use of the Project Site contemplated by the Company for the Project. The City further agrees to take no regulatory or fiscal action nor impose any Tax, license fee, duty or other type of financial imposition or Liability against the Company while it operates in the jurisdiction of the City that would constitute an arbitrary, capricious or punitive action against the Company, including the imposition of any such regulation, Tax, fee, duty or Liability that by its nature would apply primarily to the Company and its employees and not to other companies or entities similarly situated in the City.

ARTICLE V

CONSTRUCTION AND FINANCING OF THE BUILDING IMPROVEMENTS

Section 5.1 Construction of the Building Improvements.

(a) The Company shall design, construct, improve and install on the Project Site, at no cost to the Authority, the New Building and related improvements, building fixtures and building equipment (“Building Improvements”), in accordance with the design and performance criteria attached hereto as Exhibit D (“New Building Design and Performance Criteria”).

(b) The Building Improvements shall be constructed in a good and workmanlike manner pursuant to a complete and adequate design, which design and construction shall comply with all applicable laws, ordinances, building codes, environmental laws, rules and regulations of governmental authorities. The Building Improvements shall be constructed in a timely manner in accordance with the Project Schedule as set forth on Exhibit C (“Project Schedule”). The Building Improvements do not include the work to be performed pursuant to Article VII below.

Section 5.2 Building Improvements.

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

(b) The Authority shall, at the option of the Company, issue a taxable revenue bond in an amount not to exceed \$[] (“Real Property Bonds”), payable only from the rental of the Project Site and Building Improvements (collectively, “Leased Real Property”), pursuant to a lease agreement to be entered



into simultaneously with the issuance of the Real Property Bonds (“Real Property Lease”). The rental due under the Real Property Lease shall be equal to the amount of required debt service on the Real Property Bonds and issued in accordance with such terms as the Company may determine to pay the costs of the Leased Real Property not paid from the Company’s funds or the other sources described in this Agreement. The term of the Real Property Lease shall be not more than the term of the Real Property Bonds. The Real Property Lease shall be a triple net lease, and shall otherwise be reasonably acceptable to the Company. The Company shall have the option under the Real Property Lease, or under a separate option agreement, to purchase the Leased Real Property at any time after the original maturity date of the Real Property Bonds, for \$100.00. The transfer of such Leased Real Property from the Authority to the Company shall be by limited warranty deed and shall be subject only to Permitted Encumbrances. The Company shall have the further option to purchase the Leased Property under the Real Property Lease, at any time the Real Property Bonds are subject to optional redemption, at a purchase price equal to the principal amount of the Real Property Bonds then outstanding, plus redemption premium, if any, plus accrued and unpaid interest thereon to the date set for redemption of such Real Property Bonds, 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 Real Property Lease shall contain a negative covenant preventing the Authority from selling the Leased Real Property or any interest therein during the term of the Real Property Lease, so long as the Company is not in default with respect to its material obligations thereunder. Except with respect to the distinction between real and personal property and as otherwise provided in this section 5.1, the Real Property Bonds shall be issued on the same terms and conditions as the Personal Property Bond, as described in section 8.3.

Section 5.3 Construction Manager; Company Representative. The Company, at its expenses, shall appoint a construction and development manager acceptable to monitor the construction of the Building Improvements (“Construction Manager”). The Construction Manager shall review and authorize all progress payments for the construction of the Building Improvements and shall perform all other duties and responsibilities set out in its agreement with the Company. To the extent necessary, the Construction Manager shall coordinate with the Public Authorities’ Designee.

ARTICLE VI

[RESERVED]

ARTICLE VII

UTILITY INFRASTRUCTURE

Section 7.1 Water.

(a) The City agrees to cause water to be provided, by well without treatment, to a mutually agreeable point of service on the Project Site, without cost or charge to the Company and on a timely basis consistent with the Project Schedule. The City intends this water supply to have sufficient capacity and flow to service the Company’s requirements, pumping and water storage facilities with sufficient capacity and recovery capability to maintain such minimum pressure and flow characteristics to service the Company’s operational needs. The City represents that it presently has or will have the funds available to permit and complete the water infrastructure improvement projects on a timely basis.

(b) The City covenants that each extension and/or improvement shall be constructed and installed in accordance with applicable law and regulations. The City represents and warrants to the Company that it has secured or will secure all necessary Permits and easements and other rights and privileges to construct all water lines, if any, and improvements, if any, incidental to the Project Site. The City shall begin the construction and installation of the water supply as soon as reasonably practicable after



the Effective Date, and consistent with the Company's timetable for completion of Site Construction, as set forth in the Project Schedule.

(c) For its water supply, the Company shall pay no more than \$3 per 1,000 gallons of water usage. The Company's water requirements are set forth on Exhibit E.

Section 7.2 Wastewater.

(a) Subject to the Financing (defined below), the City agrees to cause a wastewater receiving line to be built to a mutually agreeable point of service on the Project Site, without initial cost or charge to the Company and on a timely basis consistent with the Project Schedule. The City intends this wastewater receiving line to have sufficient capacity to service the Company's requirements. The City represents that it presently has or will have the funds available to permit and complete the wastewater infrastructure improvement projects on a timely basis.

(b) The City covenants that each extension and/or improvement shall be constructed and installed in accordance with applicable law and regulations. The City represents and warrants to the Company that it has secured or will secure all necessary Permits and easements and other rights and privileges to construct all wastewater lines, if any, and improvements, if any, incidental to the Project Site. The City shall begin the construction and installation of the wastewater receiving line as soon as reasonably practicable after the Effective Date, and consistent with the Company's timetable for completion of Site Construction, as set forth in the Project Schedule.

(c) For its wastewater service, the Company shall pay no more than \$4 per \$1,000 gallons measured according to metering separate and apart from any water metering. The Company's waste water requirements are set forth on Exhibit E. Consistent with the City's rate structure for large, industrial customers, the Company may be required to enter into one or more agreements and agree to pay a reservation fee, capacity charge, capital charge, facility fee, or other similar fee or charge as part of the City's reserving capacity of 1,800,000 gallons per day.

(d) The City agrees to use its commercially reasonable efforts to issue tax-exempt wastewater revenue bonds, repayable solely from revenues of the wastewater system, with a no longer than 30-year maturity, and in a par amount sufficient to provide for the design, acquisition, construction, installation, and equipping of a 5 million gallon per day plant, capitalized interest, if any, and costs of issuance, to provide wastewater to the Company as outlined in this section 7.2. In the event the City is not reasonable able to issue such bonds, then the City shall have no further obligation under this section 7.2.

Section 7.3 Natural Gas.

(a) The City will cause natural gas lines to be provided, without cost or charge to the Company, to a mutually agreeable point of service on the Project Site on a timely basis consistent with the Project Schedule. The City intends this natural gas line to have sufficient capacity and flow to service the Company's requirements. The City represents that it presently has or will have the funds available to permit and complete the natural gas infrastructure improvement projects on a timely basis.

(b) The City represents and warrants to the Company that it has secured or will secure all necessary Permits and easements and other rights and privileges to construct all natural gas lines, if any, and improvements, if any, incidental to the Project Site. The City shall begin the construction and installation of the gas lines as soon as reasonably practicable after the Effective Date, and consistent with the Company's timetable for completion of Site Construction, as set forth in the Project Schedule.



- (c) The Company's natural gas requirements are set forth on Exhibit E.

Section 7.4 Electricity. The City agrees to use its commercially reasonable 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 E. The Company acknowledges that Georgia Power, not the City, is 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.

(a) The City agrees, at the request of Company, to cause fiber telecommunications lines for internet connectivity to be provided to a mutually agreeable point of service on the Project Site, on a timely basis consistent with the Project Schedule. The City intends the internet connectivity infrastructure to have sufficient capacity to service the Company's requirements to service the Company's operational needs. The City represents that it presently has or will have the funds available to permit and complete the internet connectivity infrastructure improvements on a timely basis.

(b) The City covenants that each extension and/or improvement shall be constructed and installed in accordance with applicable law and regulations. The City represents and warrants to the Company that it has secured or will secure all necessary Permits and easements and other rights and privileges to construct all internet connectivity lines, if any, and improvements, if any, incidental to the Project Site. The City shall begin the construction and installation of the internet connectivity extensions as soon as reasonably practicable after the Effective Date, and consistent with the Company's timetable for completion of Site Construction, as set forth in the Project Schedule.

- (c) The Company's internet requirements are set forth on Exhibit E.

(d) The City agrees to use its commercially reasonable efforts to cause telephone service to be provided to the Project Site on a timely basis consistent with the Project Schedule. The City will use its commercially reasonable efforts to cause the provision of telephone service in the manner, and with sufficient capacity to service the Company's requirements. The Company's telephone requirements are set forth on Exhibit E. 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.

Section 7.6 Road Improvements.

(a) The City, the County, and the Georgia Department of Transportation (collectively, "Road Parties") shall collaborate to use their commercially reasonable efforts to make or to cause to have made, reasonable upgrades to Pondtown Road, which may include road widening and installation of a turning lane. The Parties acknowledge that final plans for any roads and road improvements must be mutually agreed upon. The Company acknowledges that all or some of the roads must be dedicated public roads to qualify for this incentive.

(b) The Road Parties shall endeavor to begin the road improvement process as soon as reasonably practicable after the Effective Date, and consistent with the Company's timetable for completion of Site Construction, as set forth in the Project Schedule.

(c) The Company acknowledges that one or more third-party entities, including, for example, the Georgia Department of Transportation, and neither the City nor the County is responsible for the funding



and approval process for road improvements, and both the City and the County have various limitations regarding direct provision of road improvements.

(d) The Road Parties shall endeavor to commission a study to determine how best to connect Pondtown Road with U.S. Highway 27. Following completion of this study, the City shall use its commercially reasonable efforts to make the proposed road improvements.

Section 7.7 Rail Service. The City agrees to use its commercially reasonable efforts to cause rail service and rail 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 rail requirements are set forth on Exhibit E. The Company acknowledges that CSX and/or Georgia Southwest Railroad, which is owned by Genesee and Wyoming, not the City, is the rail service provider to the Project Site, and the City has various limitations regarding direct provision of rail service and rails infrastructure.

ARTICLE VIII

TAX INCENTIVES

Section 8.1 Job Tax Credits; Tax Exemptions. Based solely on the 2021 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 Authority represents that the County has been designated as a "Tier 2" county for the purposes of Georgia job tax credits described in O.C.G.A. § 48-7-40 ("JCT Act") but the project lies in an area statically 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 to the Company such further certifications and information as are reasonably required by the Company to claim any other State of Georgia tax credits or tax exemptions to which the Company may be entitled.

Section 8.2 Local Freeport Exemption. Pursuant to O.C.G.A. § 48-5-48.2, the City and the County have adopted a 100% freeport exemption with respect to the classes of inventory set out in O.C.G.A. § 48-5-48.2.

Section 8.3 Personal Property Bond Transaction for Equipment.

(a) 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"), will, at the option of the Company, be leased in one or more leases by the Authority to the Company, but only in connection with the issuance of the Personal Property Bond described below (individually, "Equipment Lease" and collectively, "Equipment Leases").

(b) The Authority will, at the option of the Company, issue a taxable revenue bond in an amount up to \$[] ("Personal Property Bond"), payable only from the rentals under the Equipment Lease, in the amount of required debt service on the Personal Property Bond and issued in accordance with such terms as the Authority may determine to pay the costs of the Leased Equipment not paid from the Company's funds or the other sources described in this Agreement. The documents related to the Personal Property Bond 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 Equipment Lease or from bond proceeds, foreclosure proceeds, insurance proceeds, condemnation awards or other proceeds collected under the Equipment Lease or from security for the Company's obligations under the Equipment Lease or



from security otherwise pledged under the documents related to the Personal Property Bond.

(c) The Company or an Affiliate will purchase the Personal Property Bond or, subject to the approval of the Authority, determine a purchaser. B. Thomas Conger, Esq. shall serve as the Authority's corporate counsel. Kozlarek Law LLC shall serve as Bond Counsel to the Authority and shall be responsible for closing the Personal Property Bond transaction. The Company shall pay Bond Counsel no less than \$25,000 at the full execution of the Project Agreement, which shall cover all costs and fees of Bond Counsel and the Authority's corporate counsel for initial services associated with the transactions contemplated by this Agreement. At the time of issuance of the Bond, the Company shall pay Bond Counsel no less than 0.1% of the par amount of the Bond issued (less the \$25,000 previously paid, as described above), but plus reasonable costs associated with the Bond issue, which shall cover all costs and fees of Bond Counsel and the Authority's corporate counsel for issuance costs and fees. [] serves as the Company's corporate counsel. The Equipment Lease and other documents related to the Personal Property Bond will provide that the Company may purchase the Leased Equipment (as the same shall exist at the time of such purchase, subject to Permitted Encumbrances, as defined in Section 11.2 herein) 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 Personal Property Bond, and the Authority will sell, and the Company will purchase, the Leased Equipment for the sum of Ten U.S. Dollars (\$10.00) upon the payment in full of the Personal Property Bond. The terms of the Equipment Lease and the other related financing documents will be mutually satisfactory to the Authority and the Company, but will generally follow the forms of documents used for similar transactions. The Personal Property Bond Documents will specifically provide that the Authority will encumber the Leased Equipment at the direction of the Company to secure any debts of the Company associated with the Project, provided, however, that the Authority shall incur no pecuniary liability in connection therewith. The administrative fees of the Authority in connection with the Personal Property Bond shall be as set forth in Exhibit F and shall be paid upon the issuance of the Personal Property Bond. Except as provided in Section 11.21 below, the Authority will not incur any additional issuance costs without the prior written approval of the Company.

(d) The Company will be permitted to obtain credit, debt, lease or other lease financing from any source, related or unrelated to the Company ("Additional Financing"); provided, however, in no event shall the Authority have any obligation or liability with respect thereto other than as set forth in Section 8.3(b). Each Lease will provide that, at the Company's election, each Lease and the Personal Property Bond will be subordinate 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.

(e) The Parties agree that the Personal Property 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 Personal Property Bond validation proceeding.

Section 8.4 Property Tax Reduction.

(a) The Parties intend and agree that the interests of the Company in the Leased Property will 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 Public Authorities and the local community, the Company agrees that the Company will pay to the Decatur County Tax Commissioner ("Tax Commissioner") in each year during each Lease, 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 the City, the County, the District or any other relevant taxing authority ("Taxing Authorities") on the Leased Property under such Lease as if title to such Leased Property were held by the Company instead of the Authority, as such payment percentages are set out in Exhibit G ("Payments in Lieu of Tax-PILOT Payment Percentages"). For all tax years following termination of each Lease, the Leased Property which was subject



to such Lease will be subject to ordinary ad valorem taxation.

(b) The Tax Commissioner will distribute the amounts received from the Company as payments in lieu of taxes to the Taxing Authorities as if such amounts were property taxes. The Public Authorities agree as to the treatment of the Company's interest in the Project Site and all Leased Property in the manner set forth under this Section 8.4 and agree that the same will be effective for all Taxing Authorities. The Public Authorities and the Taxing Authorities will not challenge or contest the treatment of the Company's interest in the Project Site or the Leased Property as a non-taxable usufruct or bailment for hire, as applicable. In the event that for any reason it is determined that the interest of the Company is not a usufruct or bailment for hire, the value of the Company's interest in the Leased Property during the term of any Lease shall be determined in a manner such that property taxes owed by the Company with respect to such Leased Property will be commensurate with and equal to the payments in lieu of tax required above on such Leased Property, and the Company shall 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.

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

Section 8.5 Change in Law. As of the Effective Date and pursuant to the terms of this Agreement, the Public Authorities represent that the Company is eligible for the tax incentives described in Section 8.4. Each of the Public Authorities acknowledges and agrees 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 Leases, 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, collectively, 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; provided, however, in no such event will the Public Authorities be required to make any monetary payment to the Company.

ARTICLE IX

LOCAL INCENTIVES, GOODWILL AND COMMUNITY INVOLVEMENT

Section 9.1 Assistance with Employment Incentive Programs. The City, the County and the Authority shall assist the Company in obtaining the maximum employee training services program and related benefits available to manufacturing projects like the Project in Georgia from any available training agency providing such services, programs and benefits. The City, the County and the Authority 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.

ARTICLE X

STATE INCENTIVES

Section 10.1 State Grant for Site Improvements. The State has recommended, as shown on Exhibit H, that the Authority receive a grant from the State in the amount of \$800,000 ("State Grant") for



the purpose of assisting the Authority with needed sewer construction, upgrades or renovations, with respect to the Project. The Authority agrees to submit, at no cost to the Company, an application for the State Grant not later than 60 days after the Effective Date, to enter into all agreements necessary and to otherwise use its commercially reasonable efforts to secure and make available the State Grant to the Company.

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 H. Such incentives are the responsibility of the State and are included here for reference purposes. The Authority agrees to enter into all agreements necessary and to otherwise use its commercially reasonable efforts to secure and make available such State incentives to the Company.

MISCELLANEOUS

Section 11.1 Authorization. Each of the Public Authorities herein represents that it has the legal power and authority to enter into this Agreement, and any ancillary agreement attached hereto as an exhibit to which it is 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 bodies of each Public Authority, and to the extent that any Public Authority requires the authorization, approval or consent of any other Public Authority or third party for them to have made the commitments contained in this Agreement, or any ancillary agreement attached hereto as an exhibit to which it is a party, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

Section 11.2 Project Site; Permitted Encumbrances. The Authority represents that it owns the Project Site free and clear of all liens, encumbrances, easements and servitudes, except as to those which are a matter of public record, which will not interfere with the occupancy and use of the Project Site by the Company for the Project. To the best of its knowledge, as of the Effective Date, the Authority is not aware of any federal, state or local statutes, rules, ordinances or procedures that would prevent or delay the immediate and continuing occupancy and use of the Project Site for the purposes contemplated in this Agreement.

Section 11.3 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 Authority identifying the Intellectual Property conceived or created, and at the Company's expense, the Public Authority 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 Georgia law; and (ii) execute such writings as the Company may reasonably request to vest good ownership of the Intellectual Property in the Company.

Section 11.4 Time is of the Essence. Time is of the essence as to all terms and conditions of this Agreement. All Parties hereto agree that they will use best efforts in their attempt to have the Project proceed on the basis of the Project Schedule attached hereto as Exhibit C. Notwithstanding the foregoing, the Parties hereto acknowledge and agree that the Project Schedule is subject to change from time to time in accordance with the Company's business needs and requirements. Any such delay shall neither be considered a determination not to proceed with the Project for purposes of this Section 11.4 nor a breach or default by the Company to comply with any commitments made in this Agreement, but may affect tax incentives as described elsewhere in this Agreement.

Section 11.5 Governing Law. The governing law of this Agreement shall be the law of the State.

Section 11.6 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 11.7 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; (v) when sent by facsimile (with such facsimile to be confirmed promptly in writing and received by mail or overnight courier as aforesaid); or (vi) when sent by electronic mail to the following addresses and recipients:

COMPANY: Danimer Scientific Manufacturing, Inc.
□
Bainbridge, Georgia □
Telephone: □
Facsimile: □
Attention: □
Email: □

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

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

DISTRICT: Decatur County School District
100 South West Street
Bainbridge, Georgia 39817
Telephone: 229-248-2200
Facsimile: _____
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

AUTHORITY:

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

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

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

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 11.8 Publicity and Trade Secrets. Each of the Public Authorities understands, 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 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 a Public Authority authorizing or approving the execution of this Agreement must be made in a public meeting of that Public Authority. 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), each Party hereto agrees to not disclose the trade secrets of the Company. In the event that a Public Authority is 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), such Public Authority 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 11.9 Assignment. This Agreement is not assignable without the consent of all Parties, except that the Company shall have the right at any time to assign all its rights, interests and obligations in and to the Project and to transfer this Agreement or any part thereof to an Affiliate that agrees to assume the assigned obligations of the Company in and to the Project and this Agreement; and except that the Authority may assign its rights and obligations solely with respect to issuing the Real Property Bonds and the Personal Property Bond, owning the Project and entering into the Leases to another public authority of the State of Georgia which is authorized to issue such bonds and enter into such agreements, including without limitation, the City of Bainbridge Public Facilities Authority.

Section 11.10 Further Assurances. Each of the Public Authorities agrees to do all things and take all actions required of it by 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 11.11 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 any of the Public Authorities in accordance with their specific terms or otherwise are materially breached. Accordingly, each of the Parties hereto agrees 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 of the United States or any state thereof having jurisdiction over the affected Parties and the matter, in addition to any other remedy to which the Company may be entitled, at law or in equity. The Public Authorities acknowledge and agree that if the Company institutes any action or proceeding to enforce any provision hereof, such Party or Parties against whom such action or proceeding may be lawfully brought hereby, to the extent permitted by law, waives the claim or defense that the Company has or will have an adequate remedy at law for money damages. Nothing contained herein shall be construed to waive sovereign immunity under Georgia law related to any of the Public Authorities.

(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 11.12 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 any Public Authority, the terms, conditions and obligations contained in this Agreement shall control.

Section 11.13 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 11.14 Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue in effect through the earlier to occur of the date which is thirty (30) years after the Effective Date or the date upon which the Real Property Bonds have matured, been defeased or otherwise been paid or redeemed.

Section 11.15 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 11.16 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 11.17 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 11.18 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 11.19 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 11.20 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 transactional costs of the issuance of the Real Property Bonds and Personal Property 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 Real Property Bonds and Personal Property 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 Real Property Bonds and Personal Property Bond (as described below); (iii) the court costs relating to validation of the Real Property Bonds and Personal Property Bond and recording and filing fees; and (iv) the Authority's financing fee for the issuance of the Real Property Bonds and Personal Property Bond. The Company shall also be responsible for the fees and disbursements of counsel to the Company. The Authority's corporate counsel and Bond Counsel shall, collectively, share a fee equal to not less than 1/4 of 1% of the aggregate par amount of the Real Property Bonds and Personal Property Bond.

Section 11.21 Construction. The construction of this Agreement shall be in accordance with Georgia law. Should any term or provision of this Agreement violate Georgia law, such term or provision shall be deemed null and void. In this Agreement, unless Georgia 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 11.22 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 all Public Authorities and any other agencies, departments, divisions, governmental entities, public corporations and other entities which shall be successors to any of such 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 which are Parties hereto. 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.

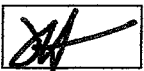
Section 11.23 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of

this Agreement to produce or account for more than one such counterpart.

Section 11.24 No Personal Liability of Representatives of Public Authorities. 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 such 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 such Public Authorities into this Agreement.

Section 11.25 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.

[SIX SIGNATURE PAGES AND NINE 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.

**DANIMER SCIENTIFIC MANUFACTURING,
INC.**

Signed, sealed and delivered
in the presence of:

By: 
Name: James Huang
Title: VP Capital

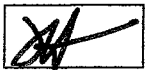
Unofficial Witness

[SEAL]

Notary Public

Commission Expiration Date:

[NOTARY SEAL]



Signed, sealed and delivered
in the presence of:

Vanessa Cofer
Unofficial Witness

Michelle B. West
Notary Public

Commission Expiration Date:

[NOTARY SEAL]



DECATUR COUNTY, GEORGIA

By: Pete Stephens
Name: Pete Stephens
Title: Chairman

[SEAL]



CITY OF BAINBRIDGE, GEORGIA

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Title: _____

Unofficial Witness

[SEAL]

Notary Public

Commission Expiration Date:

[NOTARY SEAL]

DECATUR COUNTY SCHOOL DISTRICT

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Title: _____

Unofficial Witness

[SEAL]

Notary Public

Commission Expiration Date:

[NOTARY SEAL]

DECATUR COUNTY
BOARD OF TAX ASSESSORS

Signed, sealed and delivered
in the presence of:

Rohi Bhat

Unofficial Witness

By: Amy Rathel
Name: Amy Rathel
Title: Chief Appraiser

[SEAL]

Michelle B. West
Notary Public

Commission Expiration Date:

[NOTARY SEAL]



**DEVELOPMENT AUTHORITY OF
BAINBRIDGE AND DECATUR COUNTY**

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Title: _____

Unofficial Witness

[SEAL]

Notary Public

Commission Expiration Date:

[NOTARY SEAL]

EXHIBIT A-1
PROJECT SITE

[[depiction here]

Legal Description: Development Authority of Bainbridge & Decatur County Project
#2021-[]

Tract [] acres

All that tract or parcel of land situated, lying and being in [].



EXHIBIT A-2
PERMITTED ENCUMBRANCES

1. Those matters shown on the public records of Decatur County as of the date of execution of the Real Property Lease.
2. All liens and encumbrances caused to come into being by the Company or consented to in writing by the Company.

A handwritten signature in black ink, appearing to be the initials 'JA' followed by a long horizontal stroke.

EXHIBIT B
SCHEDULE OF ESTIMATED DATES FOR PERMITS

Required permits and the timeframes for obtaining the same are set forth on the Project Schedule at Exhibit C to this Agreement.

A handwritten signature in black ink, appearing to be the initials 'JA' followed by a horizontal stroke.

EXHIBIT C
PROJECT SCHEDULE

[[graphical schedule here]]



EXHIBIT D
NEW BUILDING DESIGN AND PERFORMANCE CRITERIA

[] [preliminary sketch of building here]

The foregoing is a preliminary, general description of the New Building. Final schematic design and performance criteria will be developed by the Company as set forth in the Project Schedule attached at Exhibit C to this Agreement.



EXHIBIT E
UTILITY REQUIREMENTS

1. Water:
 - a. approximately 9,000 gallons per day of potable domestic water for restroom and similar domestic facilities (not process water).
 - b. approximately 3,000,000 gallons per day of well-obtained, untreated process water.
2. Wastewater – pre-treated to City requirements of no more than 1,800,000 gallons per day.
3. Natural Gas – no more than 315,000 standard cubic feet per hour (7,728 Mcf/day).
4. Electricity – [].
5. Telecommunications – City will provide access to the City’s fiber optic network.
6. Rail requirements – to be determined between the Company and Georgia Southwestern Railroad (Genesse & Wyoming Inc.)
7. Other requirements – [].



EXHIBIT F
AUTHORITY BOND ADMINISTRATIVE FEE

A one-time fee of $\frac{1}{4}$ of 1% of the principal amount of each bond issued, payable upon the issuance of the bond.



EXHIBIT G
PAYMENTS IN LIEU OF TAX

PILOT PAYMENT PERCENTAGES

1. The Leased Property will receive a 19-year property tax savings incentive, as provided in the table 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 each year below is to be multiplied by the fair market value of the fee interest of the Leased Property in such year.

<u>Year</u>	<u>Applicable Percentage</u>
1	0%
2	0
3	0
4	0
5	0
6	0
7	0
8	0
9	0
10	0
11	10
12	20
13	30
14	40
15	50
16	60
17	70
18	80
19	90
20 and thereafter	100

2. The Company shall pay normal property taxes with respect to property not titled to the Authority.
3. Year 1, for the Leased Property shall be the calendar year commencing on the January 1 following the year in which a certificate of occupancy is issued for the New Building. During construction of the Building Improvements and prior to the issuance of a certificate of occupancy, there shall be no ad valorem taxes or payments in lieu of tax payable with regard to the Project.
4. Year 1 for any additional phase or expansion of the Project, as set forth in Section 8.4(d) of the Agreement, shall be the calendar year commencing on the January 1 following the year in which commercial production commences with respect to such additional phase or expansion. During construction of any additional phase or expansion of the Project 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 such phase or expansion.



EXHIBIT H
STATE INCENTIVES



March 26, 2021

James Huang
Vice President of Capital
Danimer Scientific
140 Industrial Blvd.
Bainbridge, GA 39817

Dear James:

We know that you can choose from a wide range of locations around the globe to establish your business. Governor Kemp and I sincerely appreciate your consideration of Georgia as the home of Danimer Scientific's next investment. We want you to continue to succeed and prosper here.

Georgia offers unique assets that give your business the advantage it needs to grow and compete. Georgia's outstanding logistics, well-trained and educated workforce, low business costs, pro-business climate and high quality of life have landed it on a number of "Best Of" lists. *Area Development* and *Site Selection* have both consistently ranked Georgia No. 1 for business since 2013.

We work hard every day to keep Georgia leading the nation as the best place for business.

It is our understanding that Danimer Scientific plans to establish two additional manufacturing facilities on 80 acres in Decatur County, Georgia. The performance period will be a total of 5 years.

The Georgia offer of support is based on the following assumptions:

New Jobs to be Created: 400
Private Investment to be Made: \$700,000,000
Average Wage among all jobs: \$55,000
Timeframe for jobs and investment: 60 months (5 years)

As detailed on page 5, the total estimated cost savings and cost avoidances for your selected Georgia location is \$137,469,879.



Thank you for considering Georgia as the location for your company's next investment. In fiscal year 2020, the State located 350 facilities in Georgia, announcing 24,133 jobs and \$7.45 billion worth of new and expanding investment. We hope Danimer Scientific will continue to grow in Georgia. We look forward to working with you and Danimer Scientific as your project progresses.

Best Regards,



Padgett Wilson
Commissioner



We **SPEAK** Business



Summary of Georgia's Proposal	
Start-Up Savings:	
Project/Site Development	
Project Development Grant to offset the costs of the sewer system renovation (REBA)	\$800,000
Sales and Use Tax Exemption on Qualified Construction Materials ¹ (estimated 60% of \$174,200,000 construction costs x 8% sales tax rate)	\$8,361,600
Site Preparation Investment – Local (see local letter)	
Donation of Land (80 acres @ \$10,000/acre) (local letter)	\$800,000
Waiver of Tap, Permitting, and Other Fees (local letter)	\$59,374
Training/Hiring	
Georgia Quick Start (see Quick Start letter)	\$1,380,625
Retraining Tax Credits	Based on qualified expenditures
Equipment Purchases, Sales & Use Tax Exemption for start-up and future purchases:	
Qualified Machinery Used in Manufacturing Process (\$525,800,000 estimated qualifying equipment x 8% sales tax rate = \$42,064,000)	\$42,064,000
Primary Material Handling Equipment	8% of qualified expenditures
Pollution Control Equipment	8% of qualified expenditures
Qualified Computer Hardware & Software Used in Manufacturing Process	8% of qualified expenditures
Savings from Tax Credits (five-year total)	
Job Tax Credits ² within Less Developed Census Tract (LDCT) ³ (\$3,500 credit value x estimated 400 qualifying jobs x 5 years)	\$7,000,000

¹ This figure is an estimate based upon the amount of qualified constructions materials provided to GDEcD by Company.

² This is an estimate, and is based on information provided to GDEcD as of the date of this letter. One of the requirements to qualify for the Job Tax Credit each year is that a job must pay more than the lowest weekly average wage of any county in Georgia (\$541/week, \$13.53/hour or \$28,132/year as of June 2020). The annual update to the average weekly wage is released each June by the Georgia Department of Labor. For full details regarding eligibility, please review O.C.G.A. §48-7-40 and the rules published by the Georgia Department of Community Affairs in Chapter 110-9-1 and by the Georgia Department of Revenue in regulation 560-7-8-36.

³ Georgia's Less Developed Census Tracts (LDCTs) are designated on or before December 31 of each year by the Georgia Department of Community Affairs (DCA). Changes in LDCT designations will impact incentives available to businesses that have plans to locate or expand in a particular area. If a census tract loses its LDCT designation, all job creation afterward must meet the job creation threshold of the county tier in which the facility is located, and it will earn tax credit value and be applicable to the percentage of corporate income tax liability allowed by that county tier designation. Affected businesses are eligible to file a Notice of Intent on or before March 31 of the year following re-



[Handwritten signature]

R&D Tax Credits	Based on qualified expenditures
Annual, Ongoing Savings:	
Sales & Use Tax Exemption for	
Energy Used in Manufacturing Process (natural or artificial gas, oil, gasoline, electricity, solid fuel, wood, waste, ice, steam, water)	7% of qualified expenditures
Repair & Replacement Parts to Industrial Machinery	8% of qualified expenditures
Raw Materials for Manufactured Product	8% of qualified expenditures
Packaging for Manufactured Product	8% of qualified expenditures
Inventory Tax for Manufacturers' Goods	No state tax, 100% exempted for local
Corporate Income Tax Apportioned by Property or Payroll	No, Apportioned only by In-State Sales
Throwback Rule	None
Property Tax (see local letter)	
Local Property Tax Abatement over 10 Years	\$77,004,280
State Property Tax	No state tax
Subtotal from State of Georgia	\$59,606,225
Subtotal from Bainbridge-Decatur County Development Authority (see local letter)	\$77,863,854
Estimated Total Cost Savings and Cost Avoidances	\$137,469,879

This offer is good for 30 days from the date of the letter. A letter or e-mail to the Georgia Department of Economic Development from the company indicating its intention to accept the incentives listed above and locate its facility in Georgia will initiate the execution of incentive programs. By accepting this offer the company agrees to a public announcement regarding its chosen location, and its planned job creation and investment numbers.

A signed Memorandum of Understanding between the company, local community and the state of Georgia is necessary to initiate the state Project Development Grant. A signed Performance & Accountability Agreement will articulate the employment and investment performance terms of the state Project Development Grant and is a necessary component of the grant application process. The Project Development Grant will not be disbursed until the Company participates in a joint press release with the State and the Community announcing the Project. The

designation to prevent adverse effects. For more information on Less Developed Census Tracts, please visit the Georgia Department of Community Affairs website: <https://dca.ga.gov/community-economic-development/incentives/less-developed-census-tracts>



announcement will include the number of new jobs and private investment figure referenced in this offer letter.

A local government entity or authorized development authority will be the applicant and recipient of state Project Development grant funds. The Georgia Department of Community Affairs will review grant applications, conduct a financial risk analysis on the ultimate recipient (company) and disburse funds directly to the local government applicant based on receipts from eligible project activities.

All local partner incentives in this proposal are contingent on local government execution. Please see attached letter for additional information about the local offer.

All tax credit, sales and use exemptions, and other tax liability estimates within this letter should be considered an estimate and approximate value. Final determination of the value of tax credits, sales and use exemptions, and all other tax liabilities will be made by the Georgia Department of Revenue.

For additional details on qualifying for the job tax credit, including the rules and regulations, visit the Georgia Department of Community Affairs website:

<https://dca.ga.gov/community-economic-development/incentives/job-tax-credits>

For additional details on all other tax credits, visit the Georgia Department of Revenue website:

<https://dor.georgia.gov/documents/tax-credits>

For the rules and regulations of the Georgia Department of Revenue related to income tax and credits, visit:

<https://dor.georgia.gov/income-tax-regulations>

For additional details on qualifying for the sales and use tax exemptions, visit the Georgia Department of Revenue website:

[2019 List of Sales and Use Tax Exemptions.pdf](#)

For the rules and regulations of the Georgia Department of Revenue related to sales & use tax exemptions, visit:

<http://rules.sos.ga.gov/GAC/560-12-2>

For the Georgia tax code, visit: <http://www.lexisnexis.com/hottopics/gacode>

We **SPEAK** Business



A handwritten signature in black ink, appearing to be "JA".

**ADDENDUM
TO
PROJECT AGREEMENT**

by and among

DANIMER SCIENTIFIC MANUFACTURING, INC.,

MEREDIAN BIOPLASTICS, INC.,

and

**DECATUR COUNTY, GEORGIA,
CITY OF BAINBRIDGE, GEORGIA,
DECATUR COUNTY SCHOOL DISTRICT,
DECATUR COUNTY BOARD OF TAX ASSESSORS and
DEVELOPMENT AUTHORITY OF BAINBRIDGE AND DECATUR COUNTY**

Effective Date: October 8, 2021

ADDENDUM TO PROJECT AGREEMENT

THIS ADDENDUM TO PROJECT AGREEMENT (“Addendum”) is hereby made and entered into as of October 8, 2021 (“Effective Date”), by and among **DANIMER SCIENTIFIC MANUFACTURING, INC.**, a Delaware corporation (“Danimer”), **MEREDIAN BIOPLASTICS, INC.**, a Georgia corporation (“Company”), **DECATUR COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“County”), the **CITY OF BAINBRIDGE, GEORGIA**, a municipal corporation of the State of Georgia (“City”), the **DECATUR COUNTY SCHOOL DISTRICT** (“District”), the **DECATUR COUNTY BOARD OF TAX ASSESSORS** (“Tax Assessors”) and the **DEVELOPMENT AUTHORITY OF BAINBRIDGE AND DECATUR COUNTY**, a local development authority for the County (“Authority”). 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 Danimer and the Company may from time to time be referred to as the “Public Authorities.”

W I T N E S S E T H:

WHEREAS, Danimer and the Public Authorities entered into a “Project Agreement, by and among Danimer Scientific Manufacturing, Inc. and Decatur County, Georgia, City of Bainbridge, Georgia, Decatur County School District, Decatur County Board of Tax Assessors, and Development Authority of Bainbridge and Decatur County, effective July [], 2021” (“Original Project Agreement”);

WHEREAS, at execution, information was omitted from the Original Project Agreement;

WHEREAS, at execution, a material party to the transaction was omitted from the Original Project Agreement; and

WHEREAS, the Parties, by and through this Addendum, wish to provide the omitted information and otherwise make certain amendments to the Original Project Agreement.

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for \$5.00 paid by each of Danimer and the Company to each of the Public Authorities, and other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section A. Additions and Amendments. The following portions of the Original Project Agreement are amended as follows:

- i. The vest pocket definition of “Agreement” as contained in the preamble of the Original Project Agreement is amended to read “**THIS PROJECT AGREEMENT**, which includes the Addendum to Project Agreement by and among Danimer Scientific Manufacturing, Inc., Meredian Bioplastics, Inc., Decatur County, Georgia, City of Bainbridge, Georgia, Decatur County School District, the Decatur County Board of Tax Assessors, and the Development Authority of Bainbridge and Decatur County, effective October 8, 2021 (collectively, “Agreement”)”.
- ii. The Agreement’s Effective Date shall be October 8, 2021.
- iii. Meredian Bioplastics, Inc. replaces Danimer Scientific Manufacturing, Inc. as a party to the Agreement.
- iv. In the fourth “WHEREAS” clause of the Original Project Agreement, the reference to the size of the building as being 425 square feet, is amended to be 425,000 square feet.
- v. Section 5.2(b) of the Agreement is completed by adding \$410,625,000 as the not to exceed amount of Real Property Bonds to be issued.

- vi. Section 7.1(c) of the Agreement is amended by striking the entirety of that subsection (c) and replacing it with the following:

“(c)For its water supply, the Company shall pay no more than the City’s standard rates and charges in effective from time to time. The Company’s water requirements are set forth on Exhibit E.”

- vii. Section 7.2(c) of the Agreement is amended by striking the entirety of that subsection (c) and replacing it with the following:

“(c)For its wastewater service, the Company shall pay no more than the City’s standard rates and charges in effective from time to time, measured according to metering separate and apart from any water metering. The Company’s waste water requirements are set forth on Exhibit E. The Company may be required to enter into one or more agreements and agree to pay a reservation fee, capacity charge, capital charge, facility fee, or other similar fee or charge as part of the City’s reserving capacity for the Company.”

- viii. Section 8.3(b) of the Agreement is completed by adding \$282,000,000 as the not to exceed amount of Personal Property Bonds to be issued.

- ix. Section 8.3(c) of the Agreement is completed by adding Sherman Golden, Esq., of Thompson Hine LLP, Atlanta, Georgia, as the Company’s corporate counsel.

- x. Section 8.3 of the Agreement is completed by adding subparagraph (f) as follows:

The Authority, in its sole discretion, is entitled to combine the issuance of the Real Property Bond and Personal Property Bond in one issuance and provide for a single lease for the Leased Property.

- xi. Section 11.7 of the Agreement is completed by adding the following as the notice contact information for the Company:

COMPANY:	Meredian Bioplastics, Inc. 140 Industrial Boulevard Bainbridge, Georgia 39817 Telephone: 229.243.7075 Attention: Stephen Croskrey Email: croskrey@danimer.com
----------	--

- (c) The Original Project Agreement is amended by adding section 11.26 and the related Exhibit I (which is attached as Exhibit I to this Addendum), as follows:

Section 11.26 Guarantor. Simultaneously with the execution and delivery of, and as an inducement for the Public Authorities to execute and deliver, this Agreement, Danimer Scientific, Inc., a Delaware corporation, as guarantor, shall execute and deliver a Guaranty, the substantially final form of which is attached as Exhibit I.

- (d) Exhibit A-1 of the Agreement is completed by substituting Exhibit A-1 of the Original Project Agreement with Exhibit A-1 to this Addendum.
- (e) Exhibit C of the Agreement is completed by substituting Exhibit C of the Original Project Agreement with Exhibit C to this Addendum.
- (f) Exhibit D of the Agreement is completed by substituting Exhibit D of the Original Project Agreement with Exhibit D to this Addendum.

- (g) Exhibit E of the Agreement is completed by substituting Exhibit E of the Original Project Agreement with Exhibit E to this Addendum.

Section B. Continuation of Original Project Agreement. Except as otherwise provided by this Addendum, the Original Project Agreement remains unchanged and in full force and effect.

Section C. Conflicts. If any provision in this Addendum conflicts or is inconsistent with the Original Project Agreement, then the terms, conditions and obligations contained in this Addendum shall control.


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


[SIX SIGNATURE PAGES AND FOUR EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have caused this Addendum 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.

Signed, sealed and delivered
in the presence of:

DANIMER SCIENTIFIC MANUFACTURING,
INC.

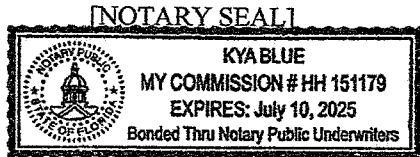

Unofficial Witness

By: 
Name: John A. Daddetta
Title: CEO

Kya Blue
Notary Public


Commission Expiration Date: July 10, 2025


[SEAL]



Signed, sealed and delivered
in the presence of:

MEREDIAN BIOPLASTICS, INC.

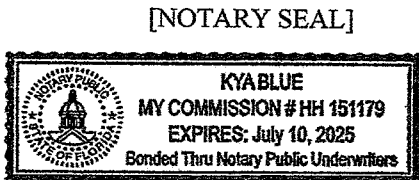

Unofficial Witness

By: 
Name: John A. Dowdy
Title: CEO

Kya Blue
Notary Public

Commission Expiration Date: July 10, 2025

[SEAL]



DECATUR COUNTY, GEORGIA

Signed, sealed and delivered
in the presence of:

Vanessa Coker
Unofficial Witness

By: Pete Stephens
Name: Pete Stephens
Title: Chairman

Michelle B. West
Notary Public

Commission Expiration Date:

[NOTARY SEAL]

[SEAL]



Signed, sealed and delivered
in the presence of:

CITY OF BAINBRIDGE, GEORGIA

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

[SEAL]

Commission Expiration Date:

[NOTARY SEAL]

Signed, sealed and delivered
in the presence of:

DECATUR COUNTY SCHOOL DISTRICT

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

[SEAL]

Commission Expiration Date:

[NOTARY SEAL]

Signed, sealed and delivered
in the presence of:

**DECATUR COUNTY
BOARD OF TAX ASSESSORS**

Paul Blask

Unofficial Witness

Michelle B. West

Notary Public

Commission Expiration Date:

[NOTARY SEAL]

By: *Amy Rathel*
Name: *Amy Rathel*
Title: *Chief Appraiser*

[SEAL]



Signed, sealed and delivered
in the presence of:

**DEVELOPMENT AUTHORITY OF
BAINBRIDGE AND DECATUR COUNTY**

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

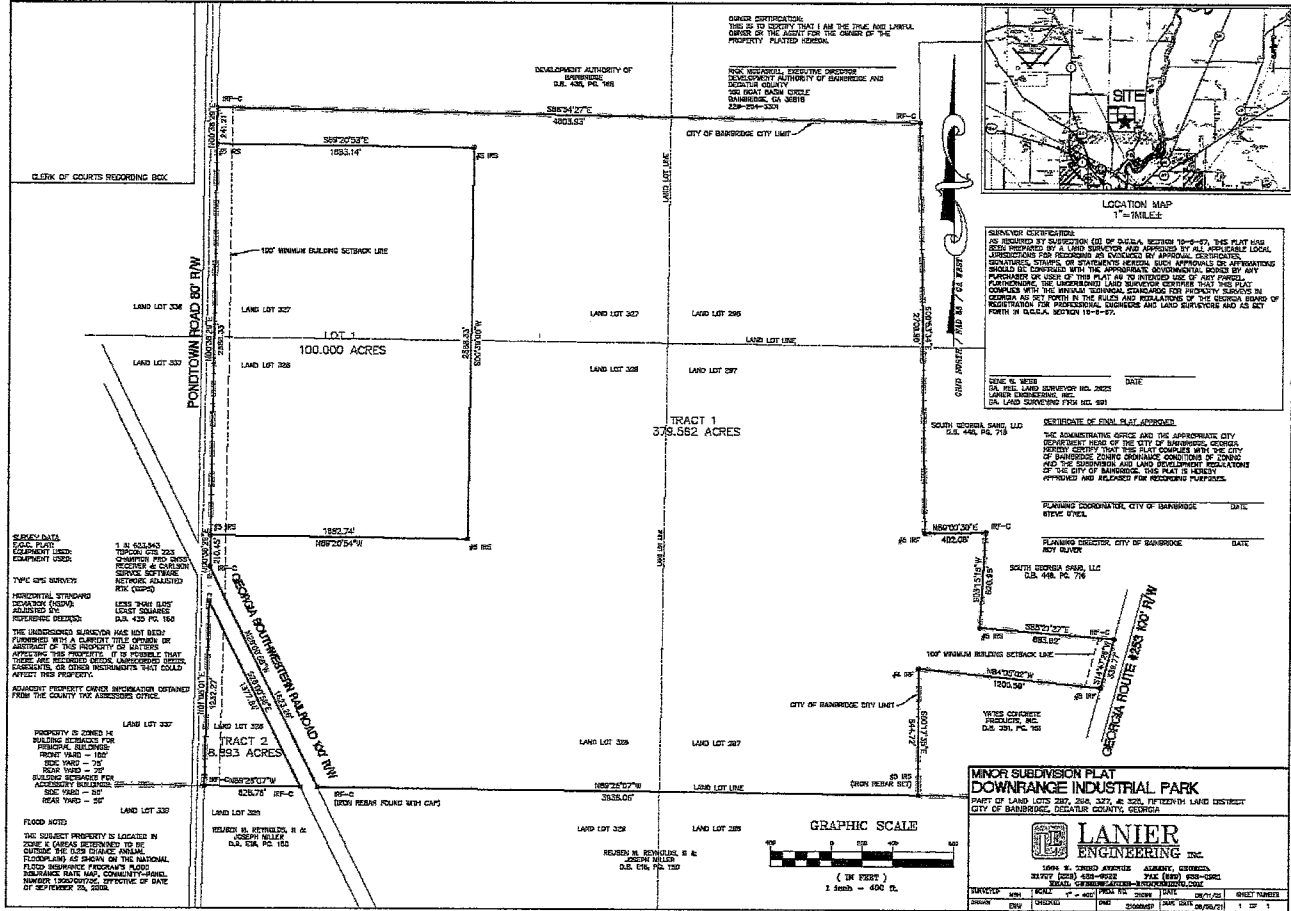
Commission Expiration Date:

[SEAL]

[NOTARY SEAL]

EXHIBIT A-1 PROJECT SITE

Only so much of the following diagram labeled as "LOT 1 100.000 acres."



The reserved approximately 81 acres is located on an as-yet-undetermined, but-presumed-to-be-contiguous portion of the diagram above labeled "TRACT 1 379.562 acres."

EXHIBIT C PROJECT SCHEDULE

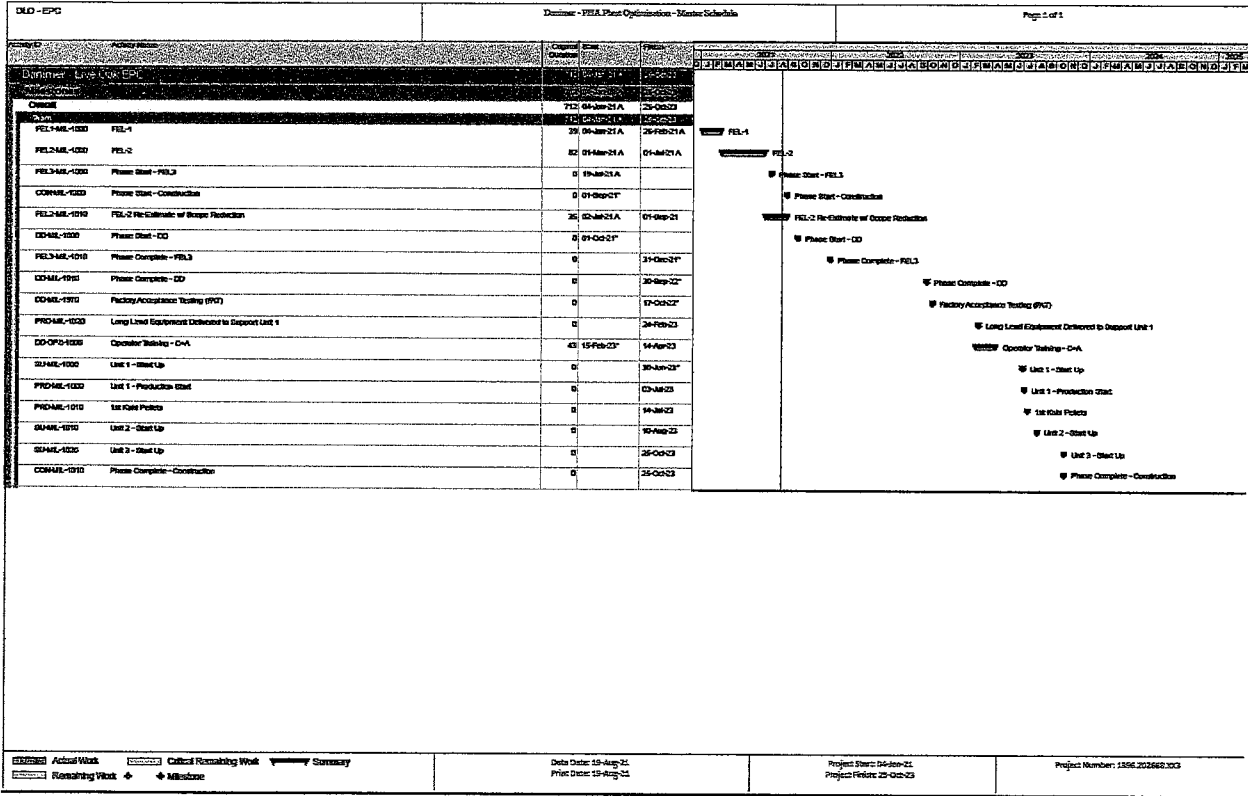
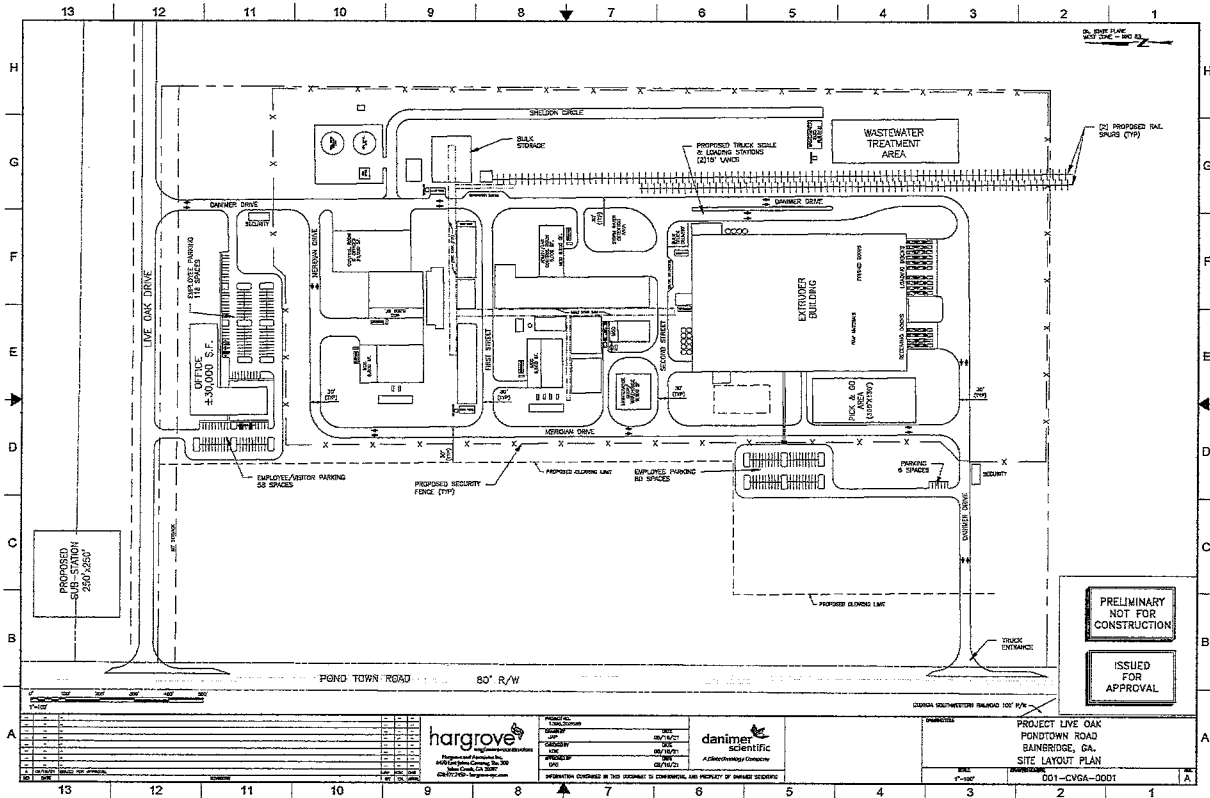


EXHIBIT D NEW BUILDING DESIGN AND PERFORMANCE CRITERIA



The foregoing is a preliminary, general description of the New Building. Final schematic design and performance criteria will be developed by the Company as set forth in the Project Schedule attached at Exhibit C to this Agreement.

EXHIBIT E
UTILITY REQUIREMENTS

1. Water:
 - a. approximately 9,000 gallons per day (6.25 gpm peak) of potable domestic water for restroom and similar domestic facilities (not process water).
 - b. approximately 2,400,000 gallons per day of well-obtained, untreated process water.
2. Wastewater – pre-treated to City requirements of no more than 904,000 gallons per day.
3. Natural Gas – no more than 327,000 standard cubic feet per hour (approximately 8,022.4 Mcf/day).
4. Electricity – approximately 120MW service.
5. Telecommunications – City will provide access to the City’s fiber optic network.
6. Rail requirements – Inbound: 20 per week (4 per day)
 Outbound: 10 per week (2 per day)
7. Truck requirements – Inbound: 42 per week (8 per day)
 Outbound: 86 per week (17 per day)
8. Other requirements – n/a

EXHIBIT I
[FORM OF GUARANTY]

GUARANTY

IN CONSIDERATION OF, and as an inducement for the granting, execution, and delivery of that certain Project Agreement, effective October 8, 2021 (“Agreement,” with any capitalized terms used herein without definition having the meanings ascribed to them therein), by and among Danimer Scientific Manufacturing, Inc., Meredian Bioplastics, Inc., and Decatur County, Georgia, City of Bainbridge, Georgia, Decatur County School District, Decatur County Board of Tax Assessors, and Development Authority of Bainbridge and Decatur County (“Authority”), and in further consideration of the sum of \$5.00 and other good and valuable considerations paid by the Authority to the undersigned, the receipt and sufficiency of which are hereby acknowledged, Danimer Scientific, Inc., a Delaware corporation, the undersigned, (“Guarantor”) hereby guarantees to the Authority the full and prompt payment of all amounts due and owing or that may become due and owing under the Agreement, including, but not limited to, any, each, and all construction costs or other sums and other charges payable by Company under said Agreement and any extension or renewal thereof (except as otherwise provided in the third paragraph of this Guaranty), as well as guarantees the full and timely performance and observance of all the covenants, terms, conditions, provisions, and agreements therein provided to be performed and observed by Company; and Guarantor hereby covenants and agrees to and with the Authority that, if Company should at any time default in the payment of any such amounts as described in this Guaranty, in the Agreement, or both, or if Company should default in the performance and observance of any other terms, covenants, conditions, provisions, and agreements contained in said Agreement, then Guarantor shall and will forthwith pay such amounts to the Authority and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions, provisions, and agreements and will forthwith pay to the Authority all damages that may arise in consequence of any such default by Company under said Agreement, including, without limitation to, all reasonable attorneys’ fees and disbursements incurred by the Authority or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional Guaranty of payment *and* of performance. At the Authority’s sole option, it shall be enforceable by the Authority in a joint action against Guarantor, Company, and/or any other guarantor of the Agreement, or in a separate and independent action against Guarantor without the necessity for any suit or proceedings on the Authority’s part of any kind or nature whatsoever against Company or Guarantor of Company’s failure to pay construction costs or other charges due under the Agreement or of Company’s default or breach under the Agreement or of any other notice or demand to which Guarantor might otherwise be entitled, all of which notices Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the assertion, or the failure to assert, by the Authority against Company of any of the rights or remedies reserved to the Authority pursuant to the provisions of the Agreement or any other remedy or right which the Authority may have at law or in equity. Guarantor hereby expressly consents and agrees that any such actions against Guarantor may be brought and pursued against Guarantor in the county or judicial district or circuit in which the premises which is the subject of the Agreement is located.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of any assignment, renewal, modification, or extension of the Agreement or by reason of any modification or waiver of or change in any of the terms, covenants, conditions, provisions, or agreements of said Agreement, or by reason of any extension of time that may be granted by the Authority to Company, or by reason of any unilateral action of either the Authority or Company, or by reason of any dealings or transactions or matter or thing occurring between the Authority and Company, including, without limitation, any adjustments, compromises, settlements, accord and satisfactions, or releases, or any bankruptcy, insolvency, reorganization, arrangement, assignment for benefit of creditors, receivership, or trusteeship affecting Company, whether or not notice thereof is given to Guarantor, all of which notices Guarantor expressly waives. Guarantor hereby expressly waives any suretyship defense it may have by virtue of any statute, law, or ordinance of any state or other governmental

authority.

All of the Authority’s rights and remedies under the Agreement or under this Guaranty are intended to be distinct, separate, and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of, or a waiver of, any of the others. In the event that other agreements similar to this Guaranty are executed from time to time by other persons or entities with respect to the Agreement, this Guaranty and the liabilities of Guarantor hereunder shall in no event be affected or diminished by reason of any such other agreement.

Guarantor warrants and represents that it has the legal right and capacity to execute this Guaranty and that Guarantor has a direct financial interest in the making of said Agreement. Guarantor hereby waives all presentments, demands for performance, notices of non-performance, protests, notice of protests, notices of dishonor, and notices of acceptance.

The Authority may, without notice, assign this Guaranty to the assignee of its interest in the Agreement, and, in such event, each and every such successive assignee of the Agreement and this Guaranty shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee as fully as if such assignee were named herein. Guarantor shall not assign or delegate this Guaranty without the prior written consent, in the reasonable discretion, of the Authority.

This Guaranty, and all the terms, covenants, conditions, provisions, and agreements hereof, shall be binding upon and shall inure to the benefit of the respective heirs, executors, personal representatives, successors, and assigns of the Authority and Guarantor. Words of any gender in this Guaranty shall be construed to include any other gender, words in the singular number shall be construed to include the plural, and words in the plural number shall be construed to include the singular, when the context or sense of this Guaranty requires. Whenever the words “Authority,” “Company,” or “Guarantor” are used herein, they shall be construed to mean, and the terms, covenants, conditions, provisions, and agreements hereof shall be binding upon, not only the named Authority, Company, and Guarantor, but also the respective heirs, executors, personal representatives, successors, and assigns of the Authority, Company and Guarantor. This Guaranty shall be enforced and construed in accordance with the laws of the State in which the premises is located.

IN WITNESS WHEREOF, Guarantor has hereunto set its hand and seal this October 8, 2021.

GUARANTOR:

DANIMER SCIENTIFIC, INC.,
a Delaware corporation

By: _____ (SEAL)
Its:

Signed, sealed, and delivered
in the presence of:

Name of Notary: _____

Notary Public for the State/Country of _____

My Commission expires: _____

[END OF FORM OF GUARANTY]

GUARANTY

IN CONSIDERATION OF, and as an inducement for the granting, execution, and delivery of that certain Project Agreement, effective October 8, 2021 ("Agreement," with any capitalized terms used herein without definition having the meanings ascribed to them therein), by and among Danimer Scientific Manufacturing, Inc., Meredian Bioplastics, Inc., and Decatur County, Georgia, City of Bainbridge, Georgia, Decatur County School District, Decatur County Board of Tax Assessors, and Development Authority of Bainbridge and Decatur County ("Authority"), and in further consideration of the sum of \$5.00 and other good and valuable considerations paid by the Authority to the undersigned, the receipt and sufficiency of which are hereby acknowledged, Danimer Scientific, Inc., a Delaware corporation, the undersigned, ("Guarantor") hereby guarantees to the Authority the full and prompt payment of all amounts due and owing or that may become due and owing under the Agreement, including, but not limited to, any, each, and all construction costs or other sums and other charges payable by Company under said Agreement and any extension or renewal thereof (except as otherwise provided in the third paragraph of this Guaranty), as well as guarantees the full and timely performance and observance of all the covenants, terms, conditions, provisions, and agreements therein provided to be performed and observed by Company; and Guarantor hereby covenants and agrees to and with the Authority that, if Company should at any time default in the payment of any such amounts as described in this Guaranty, in the Agreement, or both, or if Company should default in the performance and observance of any other terms, covenants, conditions, provisions, and agreements contained in said Agreement, then Guarantor shall and will forthwith pay such amounts to the Authority and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions, provisions, and agreements and will forthwith pay to the Authority all damages that may arise in consequence of any such default by Company under said Agreement, including, without limitation to, all reasonable attorneys' fees and disbursements incurred by the Authority or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional Guaranty of payment *and* of performance. At the Authority's sole option, it shall be enforceable by the Authority in a joint action against Guarantor, Company, and/or any other guarantor of the Agreement, or in a separate and independent action against Guarantor without the necessity for any suit or proceedings on the Authority's part of any kind or nature whatsoever against Company or Guarantor of Company's failure to pay construction costs or other charges due under the Agreement or of Company's default or breach under the Agreement or of any other notice or demand to which Guarantor might otherwise be entitled, all of which notices Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the assertion, or the failure to assert, by the Authority against Company of any of the rights or remedies reserved to the Authority pursuant to the provisions of the Agreement or any other remedy or right which the Authority may have at law or in equity. Guarantor hereby expressly consents and agrees that any such actions against Guarantor may be brought and pursued against Guarantor in the county or judicial district or circuit in which the premises which is the subject of the Agreement is located.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of any assignment, renewal, modification, or extension of the Agreement or by reason of any modification or waiver of or change in any of the terms, covenants, conditions, provisions, or agreements of said Agreement, or by reason of any extension of time that may be granted by the Authority to Company, or by reason of any unilateral action of either the Authority or Company, or by reason of any dealings or transactions or matter or thing occurring between the Authority and Company, including, without limitation, any adjustments, compromises, settlements, accord and satisfactions, or releases, or any bankruptcy, insolvency, reorganization, arrangement, assignment for benefit of creditors, receivership, or trusteeship affecting Company, whether or not notice thereof is given to Guarantor, all of which notices Guarantor expressly waives. Guarantor hereby expressly waives any suretyship defense it may have by virtue of any statute, law, or ordinance of any state or other governmental authority.

All of the Authority's rights and remedies under the Agreement or under this Guaranty are intended to be distinct, separate, and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of, or a waiver of, any of the others. In the event that other agreements similar to this Guaranty are executed from time to time by other persons or entities with respect to the Agreement, this Guaranty and the liabilities of Guarantor hereunder shall in no event be affected or diminished by reason of any such other agreement.

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The Authority may, without notice, assign this Guaranty to the assignee of its interest in the Agreement, and, in such event, each and every such successive assignee of the Agreement and this Guaranty shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee as fully as if such assignee were named herein. Guarantor shall not assign or delegate this Guaranty without the prior written consent, in the reasonable discretion, of the Authority.

This Guaranty, and all the terms, covenants, conditions, provisions, and agreements hereof, shall be binding upon and shall inure to the benefit of the respective heirs, executors, personal representatives, successors, and assigns of the Authority and Guarantor. Words of any gender in this Guaranty shall be construed to include any other gender, words in the singular number shall be construed to include the plural, and words in the plural number shall be construed to include the singular, when the context or sense of this Guaranty requires. Whenever the words "Authority," "Company," or "Guarantor" are used herein, they shall be construed to mean, and the terms, covenants, conditions, provisions, and agreements hereof shall be binding upon, not only the named Authority, Company, and Guarantor, but also the respective heirs, executors, personal representatives, successors, and assigns of the Authority, Company and Guarantor. This Guaranty shall be enforced and construed in accordance with the laws of the State in which the premises is located.

IN WITNESS WHEREOF, Guarantor has hereunto set its hand and seal this October 8, 2021.

GUARANTOR:
DANIMER SCIENTIFIC, INC.,
a Delaware corporation

By: _____ (SEAL)
Its:

Signed, sealed, and delivered
in the presence of:

Name of Notary: _____

Notary Public for the State/Country of _____

My Commission expires: _____

to be in exclusion of, or a waiver of, any of the others. In the event that other agreements similar to this Guaranty are executed from time to time by other persons or entities with respect to the Agreement, this Guaranty and the liabilities of Guarantor hereunder shall in no event be affected or diminished by reason of any such other agreement.

Guarantor warrants and represents that it has the legal right and capacity to execute this Guaranty and that Guarantor has a direct financial interest in the making of said Agreement. Guarantor hereby waives all presentments, demands for performance, notices of non-performance, protests, notice of protests, notices of dishonor, and notices of acceptance.

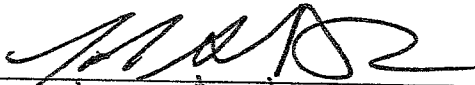
The Authority may, without notice, assign this Guaranty to the assignee of its interest in the Agreement, and, in such event, each and every such successive assignee of the Agreement and this Guaranty shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee as fully as if such assignee were named herein. Guarantor shall not assign or delegate this Guaranty without the prior written consent, in the reasonable discretion, of the Authority.

This Guaranty, and all the terms, covenants, conditions, provisions, and agreements hereof, shall be binding upon and shall inure to the benefit of the respective heirs, executors, personal representatives, successors, and assigns of the Authority and Guarantor. Words of any gender in this Guaranty shall be construed to include any other gender, words in the singular number shall be construed to include the plural, and words in the plural number shall be construed to include the singular, when the context or sense of this Guaranty requires. Whenever the words "Authority," "Company," or "Guarantor" are used herein, they shall be construed to mean, and the terms, covenants, conditions, provisions, and agreements hereof shall be binding upon, not only the named Authority, Company, and Guarantor, but also the respective heirs, executors, personal representatives, successors, and assigns of the Authority, Company and Guarantor. This Guaranty shall be enforced and construed in accordance with the laws of the State in which the premises is located.

IN WITNESS WHEREOF, Guarantor has hereunto set its hand and seal this October 8, 2021.

GUARANTOR:

DANIMER SCIENTIFIC, INC.,
a Delaware corporation


By: John A. Dowdy III (SEAL)
Its: CFO

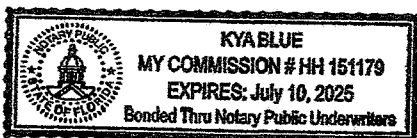
Signed, sealed, and delivered
in the presence of:

Kya Blue

Name of Notary: Kya Blue

Notary Public for the State/Country of Florida/Leon

My Commission expires: July 10, 2025



A RESOLUTION OF DECATUR COUNTY, GEORGIA (“COUNTY”) AGREEING TO BE BOUND BY THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND CERTAIN LOCAL GOVERNMENT ENTITIES CONCERNING THE NATIONAL DISTRIBUTOR AND J&J SETTLEMENTS AND DIRECTING THE EXECUTION OF THE “ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING,” “SUBDIVISION DISTRIBUTOR SETTLEMENT PARTICIPATION FORM,” AND “JANSSEN SETTLEMENT PARTICIPATION FORM.”

WHEREAS, the County initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, opioid distributor defendants McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc. (“Settling Distributors”), and opioid manufacturer defendants Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“J&J”) have separately reached settlement frameworks (otherwise known as the “National Distributor Settlement” and “J&J Settlement”) with certain states and local government entities that the State of Georgia and Georgia’s local government entities have the option to join;

WHEREAS, the State of Georgia and certain Georgia local government entities seek to enter a Memorandum of Understanding that would enable them to join the National Distributor and J&J Settlements and maximize the recovery to the State of Georgia and Georgia local government entities from those settlements; and

WHEREAS, the County desires to agree to be bound by the Memorandum of Understanding and to participate in the National Distributor and J&J Settlements.

NOW, THEREFORE, BE IT RESOLVED BY THE DECATUR COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. The County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the Memorandum of Understanding between the State of Georgia and certain Georgia local government entities concerning the National Distributor and J&J Settlements.

Section 2. The County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the National Distributor and J&J Settlements.

Section 3. The County Board of Commissioners hereby appoints Chairman Pete Stephens as the duly-appointed representative of the County for the purposes of agreeing to be bound by the Memorandum of Understanding and participating in the National Distributor and J&J Settlements.

Section 4. The County Board of Commissioners directs the duly-appointed representative of the County to execute the “ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING,” attached hereto and incorporated herein as **Exhibit A**.

Section 5. The County Board of Commissioners directs the duly-appointed representative of the County to execute the “Subdivision Distributor Settlement Participation Form,” attached hereto and incorporated herein as **Exhibit B**.

Section 6. The County Board of Commissioners directs the duly-appointed representative of the County to execute the “Janssen Settlement Participation Form,” attached hereto and incorporated herein as **Exhibit C**.

Section 7. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Decatur County Board of Commissioners, held on November 23, 2021.



Chairman, Board of Commissioners

ATTEST:



County Attorney

EXHIBIT "A"

Acknowledgment and Agreement to Be Bound By Memorandum of Understanding

EXHIBIT 1

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

Decatur County, Georgia has received the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements.

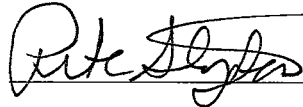
The undersigned is a duly-appointed representative of Decatur County, Georgia, and has the authority to execute this document and bind Decatur County, Georgia to the Memorandum of Understanding.

Decatur County, Georgia is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum of Understanding.

The undersigned, on behalf of Decatur County, Georgia understands and acknowledges the terms of the Memorandum of Understanding, and Decatur County, Georgia, agrees to be bound by its terms.

No party is under duress or undue influence.

/s/

Signature: 

Name : Pete Stephens

Title: Chairman

Date: November 23, 2021

Entity: Decatur County, GA

EXHIBIT "B"

Subdivision Distributor Settlement Participation Form

Subdivision Distributor Settlement Participation Form

Governmental Entity: Decatur County	State:
Authorized Official: Pete Stephens	
Address 1: P.O. Box 726	
Address 2:	
City, State, Zip: Bainbridge, GA 39818	
Phone: (229) 248-3030	
Email: petestephensdistrict6@gmail.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

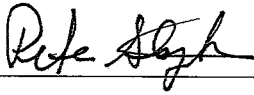
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.
12. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Distributor Settlement. In the event that the State of Georgia elects not to enter into the Distributor Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: 

Name: Pete Stephens

Title: Chairman

Date: November 23, 2021

Entity: Decatur County, Georgia

EXHIBIT "C"

Janssen Settlement Participation Form

Janssen Settlement Participation Form

Governmental Entity: Decatur County	State:
Authorized Official: Pete Stephens	
Address 1: P.O. Box 726	
Address 2:	
City, State, Zip: Bainbridge, GA 39818	
Phone: (229) 248-3030	
Email: petestephensdistrict6@gmail.com	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

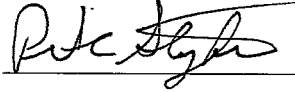
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

11. The effective date of this Participation Form shall be the date on which the State of Georgia enters into the Janssen Settlement. In the event that the State of Georgia elects not to enter into the Janssen Settlement, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Georgia, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:  _____

Name: Pete Stephens

Title: Chairman

Date: November 23, 2021

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Pete Stephens, Chairman of the Decatur County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Decatur County Board of Commissioners met in a duly advertised meeting on November 23, 2021.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 7:30 a.m./p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2) and (insert the citation to the legal authority making the tax matter confidential) _____;

Discussion of the future purchase, disposal of or lease of real estate as provided by O.C.G.A. 50-14-3(4);

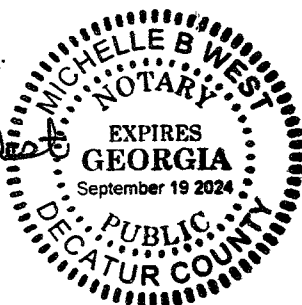
Discussion of deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other _____ as provided in _____.

This 23rd day of November, 2021.

Sworn to and subscribed
Before me this 23rd day of
November, 2021.

Notary Public
Michelle B. West
My commission expires:



Pete Stephens
Pete Stephens, Chairman
Decatur County Board of Commissioners



Mark Harrell
DECATUR COUNTY TAX COMMISSIONER
P.O. Box 246 / 112 W. Water St
Bainbridge, GA 39818
Phone: 248-3021 / Fax: 248-2110

11/16/2021

E & R / NOD - Mobile Home Tax Digest

2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
B6 55	Gurley Rosa M & McKelvey Theodore	\$ 1,185.00	\$ -	Delete 2021 mobile home tax bill. Mobile home destroyed and torn down 5/7/2020.
		\$ 1,185.00	\$ -	

E & R / NOD - Property Tax Digest

2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
Personal Property	Bryant Jean C	\$ 7,325.00	\$ 8,871.00	Personal property tax return filed late.
2 5A	Cofty Donald P Jr & Candace E	\$ 186,308.00	\$ 186,308.00	Add homestead 5 exemption.
Personal Property	Conley Michael	\$ 15,000.00	\$ -	Sold boat 7-2-2020. Delete tax bill for 2021 digest.
35 16A	Georgia Power Company	\$ 96,600.00	\$ -	Delete parcel from real property & moved to Public Utility.
P 51	Grady Electric Membership Corporation	\$ 25,887.00	\$ 26,025.00	NOD. Previous year ownership Sowega Power LLC. Delete bill, P 13. Change to new map & parcel P 51.
P 52	Grady Electric Membership Corporation	\$ 148,036.00	\$ 149,785.00	NOD. Previous year ownership Sowega Power LLC. Delete bill, P 14. Change to new map & parcel P 52.
P 53	Grady Electric Membership Corporation	\$ 22,396.00	\$ 22,659.00	NOD. Previous year ownership Sowega Power LLC. Delete bill, P 15. Change to new map & parcel P 53.
P 54	Grady Electric Membership Corporation	\$ 11,286,211.00	\$ 11,077,782.00	NOD. Previous year ownership Sowega Power LLC. Delete bill, P 16. Change to new map & parcel P 54.
B36 56	Johnson Clifford III & Stephanie D	\$ 89,620.00	\$ 89,620.00	Add homestead 5 exemption.
45 17J	Lewis Karen & William S Vulgamore	\$ 32,815.00	\$ 12,353.00	Homestead removed. Mobile home moved from the 2021 property tax digest to mobile home digest.
Personal Property	The Farmer's Wife Boutique & Salon	\$ 21,000.00	\$ 36,846.00	Personal property tax return filed late.
B58 52	Washington Donell & Brenda L	\$ 92,509.00	\$ 92,509.00	Add homestead 5 exemption.
		\$ 12,024,892.00	\$ 11,702,758.00	

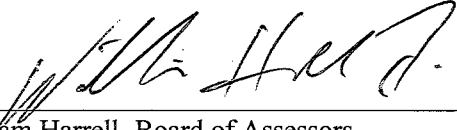
E & R / NOD - Property Tax Digest

2020 Digest Year

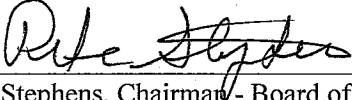
Map & Parcel	Name	From	100% Value To	Memo
B58 52	Washington Donell & Brenda L	\$ 78,669.00	\$ 78,669.00	Add homestead 5 exemption. Refund \$993.84.
		\$ 12,103,561.00	\$ 11,781,427.00	



Mark Harrell - Tax Commissioner



William Harrell- Board of Assessors



Pete Stephens, Chairman - Board of Commissioners