

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARDROOM

TUESDAY, APRIL 28, 2026

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

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 7:00 p.m. After the call to order, Vice Chairman Brinson 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 to add discussion of moratorium to the agenda. Commissioner Davis made a motion to approve the agenda, as amended. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

Chairman Stephens recognized Dr. Lisa Smart who stated she resides at 241 Attapulcus Climax Road and was present to inquire about the solar panel battery storage system location in Climax Georgia. County Administrator Williams stated the location would be adjacent to the substation lot.

APPROVAL OF MINUTES

Commissioner Davis made a motion to approve the minutes of the Commissioners' meeting held April 14, 2026, as presented. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no old business.

NEW BUSINESS

Presentation – Perry Henry. Chairman Stephens recognized Decatur County Financial Consultant Perry Henry, who updated the Board on Decatur County's financial position. Consultant Henry stated that the county's current financial position is good; however, several years ago the county experienced a transition in management, and the county's financial position declined drastically. He further stated that it was not until County Administrator Thomas was rehired that the county's financial position began to improve. Consultant Henry emphasized the importance of continuing this positive trend to ensure the county does not return to previous years when it was necessary to borrow funds for operations.

Consider Approval of Tractor Mower Bids. Chairman Stephens recognized County Administrator Williams, who stated that bids were requested from several vendors for the purchase of two two-wheel-drive tractors and mowers, and one four-wheel-drive tractor and mower for Public Works.

Two bids were received for the tractors and mowers. Clark Tractor Company submitted the lowest bid for two 2026 MF 4709-2 tractors in the amount of \$105,000 for both tractors. Clark Tractor Company also submitted the lowest bid for one 2026 MF 5M.135-4 tractor in the amount of \$76,500.

Tidewater Equipment Company submitted the lowest bid for two 2026 Woods BB 84.50 mowers in the amount of \$12,890.76 for both mowers. Tidewater Equipment Company also submitted the lowest bid for one 2026 Woods BW 15.72 mower in the amount of \$24,991.03.

County Administrator Williams recommended approval of the lowest bids. Commissioner Davis made a motion to approve the purchase of the tractors and mowers. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

Consider Approval of SUV. Chairman Stephens recognized Fire Chief Jamie Earp, who requested approval to purchase a 2026 Chevrolet Tahoe. Chief Earp stated that the current 2008 Ford Expedition is out of service and the cost to repair the vehicle exceeds its value.

Chief Earp explained that the vehicle is used for medical responses, delivery of dive trailers, and various other departmental operations. He further stated that, if approved, current vehicles would be reassigned and the 2008 Ford Expedition would be permanently removed from service.

Chief Earp stated that the cost of the 2026 Chevrolet Tahoe Pursuit vehicle from Hardy Chevrolet, through statewide contract pricing, is \$54,745.00. Commissioner Brock made a motion to approve the vehicle purchase. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Approval of Homewav Contract. Chairman Stephens recognized Warden Gordon Screen, who stated two proposals were requested for the inmate phone contract for the Decatur County Prison and Jail. Warden Screen advised that HomeWav submitted the better proposal in regard to phone commissions. Warden Screen stated that the agreement would be for a term of three years and would provide tablets for inmate use. Under the agreement, the County would receive a sixty percent tablet usage commission and two percent on phone commission. He further stated that the upfront commission payment would be \$32,500 to the Prison and \$32,500 to the Jail and is recommending approval by the Board. Commissioner Barber made a motion to approve the agreement, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Approval of Georgia Grown Trail 27. Chairman Stephens recognized County Administrator Williams, who stated that a copy of the request from Georgia Grown was included in the Commissioners' packets.

County Administrator Williams explained that the trail is a specified route designed to highlight agriculturally related tourism sites, including, but not limited to, u-pick farms, farms and farmers markets, vineyards and wineries, breweries and distilleries, restaurants using local and regional products, specialty stores offering Georgia food and agricultural products, farm tours, agricultural-related events, and similar attractions.

County Administrator Williams stated that, if approved, the annual membership fee would be \$200, and two signs would need to be purchased at a cost of \$325 per sign for placement at two county lines. He recommended approval of participation in Georgia Grown Trail 27.

Commissioner Davis made a motion to approve participation in Georgia Grown Trail 27. Vice Chairman Brinson seconded the motion. a vote was taken and unanimously approved.

Consider Approval of Errors & Releases. Chairman Stephens recognized County Administrator Williams who stated a copy of the Errors and Releases were included in the Commissioners' packet. County Administrator Williams stated the Tax Commissioner and the Board of Assessors have approved and recommended approval by the Board. Vice Chairman Brinson made a motion to approve the Errors and Releases, a copy of which are attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

Discussion of Moratorium. Chairman Stephens requested an update regarding the moratorium.

Commissioner Brock stated that a meeting had been held to discuss motor cross facilities and data centers; however, no conclusions had been reached at this time. He further stated that another meeting had been scheduled for continued discussion.

Commissioner Barber stated that there was not enough information available at this time to form an opinion.

Consider Approval of MOU – Decatur Energy BESS. Chairman Stephens recognized County Attorney Kirbo, who stated that there was no signature line for the Decatur County Board of Commissioners on the document; however, there was a signature line for the Board of Tax Assessors following approval by the Board of Commissioners.

County Attorney Kirbo stated that the Memorandum of Understanding consists of approximately 24 acres of land located in the vicinity of Harrell Mill Road in the County. He explained that the project consists of a 200-megawatt battery energy storage system to be owned by the Decatur County-Bainbridge Industrial Development Authority and leased by Decatur County Energy Storage, LLC.

County Attorney Kirbo further stated that the lease agreement allows Decatur County Energy Storage, LLC to purchase the facility at any time during the term of the lease. He advised that the project represents an estimated \$200,000,000 investment in the County and is expected to generate tax revenue. County Attorney Kirbo stated that the incentives included in the Memorandum of Understanding provide that the first year of taxes would be due in 2028, with construction beginning in 2027.

County Attorney Kirbo recommended approval of the Memorandum of Understanding by the Board. Vice Chairman Brinson made a motion to approve the Memorandum of Understanding, a copy of which is attached. Commissioner Brock seconded the motion. A vote was taken, and the motion carried unanimously.

EXECUTIVE SESSION – PROPERTY ACQUISITION/PERSONNEL

Commissioner Brock made the motion to enter into executive session to discuss property acquisition and personnel. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

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

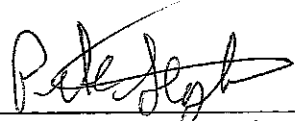
Chairman Stephens stated property acquisition and personnel was discussed in executive session and no action was taken.


COMMISSIONERS/ADMINISTRATOR'S REMARKS

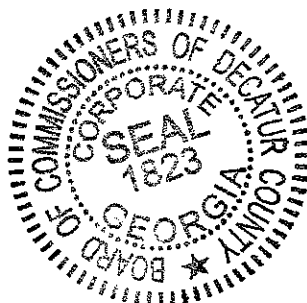
The Commissioners thanked everyone for coming.

ADJOURN

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

Approved: 
Chairman, Pete Stephens

Attest: 
County Clerk, Michelle B. West





Master License and Services Agreement

This Master License and Services Agreement (the “Agreement”), and the exhibit hereto, made and entered into upon the date of last signing (the “Effective Date”), by and between Decatur County (GA) (the “County”) and HomeWAV, LLC, a Delaware limited liability company (“HomeWAV”). Each of the County and HomeWAV may be referred to herein as a “Party” and collectively, the “Parties.”

RECITALS

Whereas, HomeWAV is a provider of a unique, custom all-in-one inmate communications solution comprised of patented technology, software applications, hosted services, and equipment that has been adapted for use in secured detention facilities as more particularly described herein (collectively, the “System”); and

Whereas, the County desires that HomeWAV provide the System to one or more of its secured detention facilities (each a “Facility” and collectively, the “Facilities”), and HomeWAV desires to provide the System identified herein to the County pursuant to the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. **Definitions.**

- a. “**Equipment**” means the specific HomePAS™ Kiosks, CompAS™ Tablets, CompAS™ Charging, PoE Adaptor Sets, routers, switches and other such hardware and equipment which is provided to the County as part of the System licensed to it under this Agreement.
- b. “**Licensed Services**” means that portion of the System comprised of the Software and cloud-based applications that are run on a hosted system and which are provided by HomeWAV to the County pursuant to the license terms herein to enable inmate voice calls, video calls, messaging, and tablet services at each Facility.
- c. “**Professional Services**” means the installation, setup, configuration, and testing of the Equipment and the System, and training provided by HomeWAV to the County as more particularly described herein.
- d. “**Software**” means the proprietary and patented software program owned by HomeWAV and licensed to the County pursuant to the terms of this Agreement.

2. **Exclusivity.** The County acknowledges and agrees that this is an exclusive services agreement between the Parties; and accordingly, the County agrees that for as long as this Agreement remains in full force and effect HomeWAV will be its sole and exclusive provider of inmate voice calls, video calls, messaging, and tablet services for all of its Facilities. For purposes of clarity, this exclusive arrangement means, and the County agrees that the County is expressly prohibited from engaging, using, licensing, purchasing, or accepting from any third party, employee, contractor, or related entity any software, equipment or services that are similar to some or any part of the System (including the Licensed Services) or the Professional Services for use at any of its Facilities.

3. **Term of this Agreement.** This Agreement is effective as of the Effective Date and continues in full force and effect until expiration of a Term or earlier termination. HomeWAV will provide the System and related Professional Services and Licensed Services to the County for a period of three (3) years (the “Initial Term”) unless earlier terminated pursuant to Section 15. The Initial Term shall begin on the date that all Licensed Services called for under this Agreement are fully activated at the Facilities (the “Commencement Date”). This Agreement may be renewed for additional terms upon the mutual, written consent of both parties (a “Renewal Term”). Both the Initial Term and any Renewal Term shall both be referred to as the “Term”.

4. **Professional Services (No Charge).** HomeWAV will provide the following Professional Services to the County at no charge during the Term:

- arrange for the delivery of the Equipment to the County's Facilities included under this Agreement,
- load the Software onto the Equipment,
- coordinate the installation of the Equipment in designated wall mount locations within the Facilities,
- provide system testing and acceptance on all Equipment,
- provide staff and inmate training on platform features and functionality,
- arrange for installation of high-speed Internet service at a minimum of 0.5MB up/0.5MB down per kiosk, and any equipment associated therewith to service the System, and
- arrange for cat 5e or greater cable to be installed (if necessary) to each location within the Facility where Equipment is to be installed.

HomeWAV may cause or obtain a physical site survey of each Facility to confirm the number of kiosks, the installation location within the Facility, and any other specifications or plans provided by the County (the "System Solutions"). The County acknowledges and agrees that all proposed System Solutions are contingent upon the site survey and that HomeWAV shall have authority to modify any proposed Systems Solutions as necessary to comply with the limitations of a given Facility.

5. **Support and Maintenance (No Charge).** For the entire Term of this Agreement, and at no charge to the County, HomeWAV will support and maintain the Equipment located at each Facility pursuant to HomeWAV's Software and Hardware Service Level Agreement attached hereto as Exhibit B (the "Service Agreement"). Under no circumstances may the County or any third party acting on behalf of the County install, uninstall, or perform any maintenance or related services on the Equipment, it being understood and agreed that only an approved HomeWAV technician may provide Professional Services, support, and maintenance on the Equipment.

6. **Ownership of Equipment and Software.** HomeWAV is the sole and exclusive owner of the Software and Equipment and retains all right, title and interest in and to the Software and Equipment at all times during the Term. The Software and Equipment are provided to the County pursuant to the System license granted in Section 7 below. HomeWAV will purchase and maintain insurance coverage for the Equipment and the Software comprising the System. HomeWAV will deliver the Equipment to the County's designated Facilities pursuant to a mutually agreed schedule and will install and configure the Equipment with the Software pursuant to the Professional Services set forth above. The cost required to replace any lost or damaged Equipment installed at each Facility, which shall include, but not be limited to the cost of the Equipment, configuration, shipping, and installation, shall be deducted from the County's share of revenue.

7. **License to System.** HomeWAV hereby grants to the County a limited, non-assignable, non-sublicensable, revocable, and nonexclusive license during the Term to use the Software, Equipment, and related components comprising the System solely for the limited purposes of providing voice calls, video calls, messaging, and tablet services to inmates in each Facility and viewing or monitoring the records of such calls. In addition, if the County exercises its right to receive "Premium Features" HomeWAV will provide the County with reasonable assistance to enable the County to receive and use such Premium Features with the System and will seek authorization from any third-party providers if necessary. The County will not, and will not permit any other person to remove, alter,

disfigure, or cover up any numbering, lettering, insignia, or any owner's tag(s) displayed upon the Equipment, and the County may not move the Equipment from the Facility or the location in the Facility where it is installed by HomeWAV. Any of the foregoing actions are deemed a material breach of this Agreement. The County's license to and use of the Software is governed by the terms of this Agreement, the Software End User License Agreement provided with the Software (a copy of which is located at <https://app.homewav.com/account/terms>), and the Website Terms of Use and Privacy Policy located at <https://www.homewav.com/privacy-policy/>, as such items may be updated, amended and modified in accordance with their respective terms (collectively, the "Software Terms and Conditions"). The County may not copy or modify the Software, or any adaptation, transcription, or merged portion thereof, unless expressly authorized in writing by HomeWAV. Any modifications, improvements, enhancements, changes, or any other alterations to the Software, or any derivative works made therefrom (collectively, "Modifications") that are made by the County or any third party acting on the County's behalf, whether or not authorized by HomeWAV, are deemed the sole and exclusive property of HomeWAV. Accordingly, the County hereby assigns to HomeWAV all of its right, title, and interest in and to such Modifications and shall take all necessary actions to ensure that any third party who has participated in the development of any Modifications likewise assigns all of their right, title, and interest in the Modifications to HomeWAV. For the avoidance of doubt, the foregoing licenses to the Software, Equipment and any related System components shall terminate immediately upon the termination or expiration of this Agreement.

8. **The County's Covenants and Obligations.** The County hereby covenants and agrees to the following terms as material conditions to its right to use the System:

- a. It will not sell, sublicense, or assign the Equipment, the Software, or any other components of the System.
- b. It will keep the Equipment free and clear of all liens and encumbrances.
- c. It will only use the Equipment, Software, and other components of the System for (i) the limited purposes provided under the license in Section 7 and (ii) if requested by and, as applicable, purchased by the County, any Premium Features in all cases pursuant to the terms and conditions of this Agreement and the Software Terms and Conditions.
- d. It will use the System solely at the Facilities and locations within the Facilities where installed by HomeWAV.
- e. It will ensure that none of the Equipment or Software is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.
- f. It will work with HomeWAV to ensure that all individuals to whom it grants access to and use the System will agree to the Software Terms and Conditions, and further acknowledges and agrees that it will be fully liable to HomeWAV for breach by any such individuals of the Software Terms and Conditions.
- g. It acknowledges and agrees that HomeWAV will be the sole and exclusive provider of inmate voice calls, video calls, messaging, and tablet services and all related Professional Services to all of the County's Facilities.
- h. It will not move the Equipment without the advance written consent of HomeWAV.
- i. Unless otherwise specified in this Agreement, it will be responsible for making for establishing, implementing, and enforcing all policies, procedures, rules, and restrictions governing actions or

inactions taken by inmates within the Facility. HomeWAV shall have no responsibility or obligation to determine, monitor, approve, or advise on the policies, procedures, rules, or restrictions at the Facility. All decisions regarding inmate access, privileges, restrictions, and compliance with Facility policies shall rest exclusively with the Facility, and the Facility shall be solely liable for any consequences arising from such decisions.

- j. It will not remove, alter, disfigure, or cover up any numbering, lettering, insignia, or any owner's tag(s) displayed upon the Equipment.
 - k. It will provide an inmate roster from the Jail Management Software ("JMS"), via secure FTP or web services, at a minimum of every fifteen (15) minutes.
 - l. It will authorize HomeWAV to integrate with its JMS provider and assume financial responsibility for the costs related to the integration.
 - m. It will maintain physical possession of all tablets installed at the Facility and ensure that all tablets are connected to the internet and available for software updates. HomeWAV specifically disclaims any liability, and the County accepts full responsibility for any malfunctions which occur on tablets which occur while a tablet is not in the effective possession of jail staff or not connected to the internet and available for software updates.
 - n. It will obtain all necessary intellectual property rights or licensure for any applications, media, or other documents that it requests to be added to the tablets installed at the Facility ("Custom Content"). The County agrees to pay all costs incurred by HomeWAV in integrating and maintain the Custom Content and shall hold HomeWAV harmless and indemnify HomeWAV against any claims, damages, obligations, losses, liabilities, costs, debt, or expenses arising from the County's failure to obtain such intellectual property rights or licensure.
9. **Access to the Facility.** The County will grant HomeWAV and its employees and subcontractors reasonable and necessary access to the Facilities in order to enable HomeWAV to perform its obligations and exercise its rights hereunder. HomeWAV shall have the right, upon reasonable notice, to enter into each Facility to inspect the System.
10. **Use of the System.** The County agrees that the System shall be available to inmates for voice calls, video calls, messaging, and tablet services for a minimum of twelve (12) hours per day, seven (7) days per week.
11. **System Usage Fees.** Subject to automatic modification to comply with FCC or state regulations, the Facility's inmates shall be charged the maximum amounts permitted by the FCC or state regulations based on the Facility's size. The Usage Fees shall include the \$0.02 additive permitted by the FCC for regulated services. The initial Usage Fees outlined in Exhibit A. HomeWAV reserves the right to change the Usage Fees or establish new Usage Fees, upon 30 days' written notice to the County if such changes arising from any one or combination of the following: (a) inflation, (b) a change in taxes, any (c) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to HomeWAV, (d) the addition or removal of a third-party service provider, or (e) the development of a new service. The initial Usage Fees are attached as Exhibit A. All such fees are collectively referred to as the "Usage Fees".
12. **Revenue Sharing.** Subject to automatic modification to comply with FCC or state regulations, HomeWAV shall pay to the County \$0.02 per minute for voice calling, video calling, voice messaging, and video messaging,



60% of the Gross Billable Revenue ("GBR") from messaging, and 60% of the GBR from entertainment. GBR shall be defined as gross revenue of the Usage Fees less monthly internet service, entertainment licensing and maintenance fees, international calling fees, Federal, State, and Local taxes, and Cost Recovery Fee. Should the County's average daily population ("ADP") drop below 75% of the ADP at the time this Agreement is executed, HomeWAV may elect to suspend revenue sharing payments until such time that the Facility's ADP exceeds 75% of the ADP at the time this Agreement is executed. Revenues from using the System shall be deposited into a dedicated account established and maintained by HomeWAV and HomeWAV is authorized to disburse such funds in accordance with this Section. HomeWAV shall pay to the County, on a monthly basis, its share of the revenue not later than the last day of the following month.

13. **Pre-payment of Non-Regulated Services Commission Payments.** HomeWAV shall pay to the County a one-time \$65,000 payment as pre-payment for future commission payments for non-regulated services. Should the County terminate this Agreement for any reason prior to end of the Initial Term, County shall return the pro-rated portion of the \$65,000 pre-payment based on the number of full years completed on the Agreement. For explanation purposes, if the County terminates this Agreement during the second year of the contract, the County shall return \$43,333.33 representing the remaining one full year and one partial year remaining on the Agreement.

14. **Communication Retention.** HomeWAV will make video call recordings, voice call recordings, and messages available to the County according to the following schedule:

On-Demand and Archived Storage	
90 Days On-Demand Period	Video calls, video messages, voice messages, text messages, GIFs, and images
365 Days On-Demand Period	Voice calls
Archival Period	Video calls, video messaging, and voice messaging will be archived on day 91 and will be available for an additional 365 days. Voice calls will be archived on day 366 and will be available for an additional 365 days. GIFs, images, and text messages are not archived.

Records maintained on-demand will be immediately accessible to facility administrators through the HomeWAV administrator panel (the "On-Demand Period"). Once the On-Demand Period has run, records will be archived but remain retrievable by HomeWAV for an additional 365 days (the "Archival Period"). Archived records may be retrieved for internal use only, by submitting a request to HomeWAV Technical Support and will require a fee to access the archive, as well as a charge based on the labor hours required to fulfill the request. The County agrees that HomeWAV shall have no liability to the County or any third party for any failure to record, store, transmit, relay, review, or monitor any call or message.

15. **Financial Reporting Requirements.** HomeWAV shall maintain an accounting program that accurately reflects the revenues generated by the System in the Facilities and provide that information to the County monthly during the term of this Agreement. HomeWAV shall retain its share of the revenues as payment for its obligations hereunder, and shall remit the County's share of revenues, along with such monthly financial reports, to the County. HomeWAV shall issue call data, revenue, and expense information by the last day of each month with respect to call activity that occurred in the Facilities during the prior month. HomeWAV shall maintain all books, documents, accounting records and other evidence pertaining to the services and payments under this Agreement

and make such materials available for inspection at all reasonable times during the term of this Agreement, and for three (3) years after the date of the final payment under the Agreement.

16. **Installations.** HomeWAV's initial installation at each Facility shall be limited to physically mounting and installing equipment, running necessary cabling, performing testing, labeling of equipment, and the cleaning of debris, dust, or other trash from the installation area. HomeWAV technicians are not authorized to perform additional tasks or assist with other projects. The County agrees to cooperate with HomeWAV to find mutually agreeable time blocks for technicians to perform necessary installations or maintenance. Any penalty HomeWAV incurs due to the Facility's failure to grant access to a technician who is scheduled to perform work at a given time shall be deducted from the County's share of revenue.

17. **Termination.**

a. **Rights of Termination.** The County may terminate this Agreement if HomeWAV breaches any of its obligations under this Agreement and such breach remains uncured thirty (30) days after notice thereof. If the County breaches the scope of the license to any part of the System as set forth in Section 7 or if the County's ADP drops below 75% of the ADP at the time this Agreement is executed, HomeWAV may terminate this Agreement immediately upon giving written notice to the County.

b. **Effects of and Actions upon Termination or Expiration.** Upon termination or expiration of this Agreement, irrespective of the cause, the licenses granted by HomeWAV to the County shall terminate. The County shall take the following actions: (i) immediately cease and cause all of its users to immediately cease all access to and use of the System; (ii) and allow a HomeWAV authorized technician to remove the Equipment no later than (30) days following the termination or expiration date. In the event that any returned Equipment is not in good, working condition or any Equipment is not returned pursuant to this Section, the County will be liable for the replacement cost of such Equipment, and will remit payment in full upon demand by HomeWAV.

c. **Survival.** Sections 11, 14, 16-19, 22-24, and 26-30 shall survive termination of this Agreement.

18. **Agreement Documents.** The attached Exhibit A setting forth the initial Usage Fees, Exhibit B setting forth the Add-On Features, Exhibit C setting forth the Equipment, and the attached Exhibit D setting forth the terms of the Service Agreement and the Software Terms and Conditions are each made part of this Agreement and incorporated herein by this reference. This Agreement represents the entire agreement and understanding between HomeWAV and the County with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the Parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either Party or by any agent or representative of either Party which is not contained in this Agreement shall be valid or binding between the Parties.

19. **Force Majeure.** To the extent allowable by law, any delays or failures by either Party hereto in the performance of the obligations hereunder shall be excused if and to the extent such delays or failures are caused by occurrences beyond such Party's control (a "Force Majeure"), including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, failure of the Internet, or any part or element thereof and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such Party.



20. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia, both as to interpretation and performance.

21. **Independent Contractor.** Each party acknowledges and agrees that HomeWAV and its employees (and any subcontractors it engages) serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees, or affiliates.

22. **Subcontractors.** HomeWAV shall have the right, in its sole and absolute discretion, to use subcontractors to perform its obligations and exercise its rights hereunder. HomeWAV shall be responsible for all acts and omissions of its subcontractors as if such acts or omissions were performed by HomeWAV.

23. **Notices.** All notices under this Agreement must be in writing and given to the other Party at the address or email below. Delivery is deemed to occur: (a) on the third (3rd) business day after bringing mailed first class, prepaid, (b) upon delivery from a nationally recognized overnight courier service, (c) upon delivery if hand delivered, and (d) upon receipt of an automated verification of receipt if sent by email. Either Party may change its address and/or addressee for notices at any time with fifteen (15) days' prior notice to the other Party in accordance with the foregoing.

HomeWAV: HomeWAV, LLC
1224 Fern Ridge Street
St. Louis, MO 63141

County: Decatur County Jail & Prison
1153 Airport Road
Bainbridge, GA 39817

24. **Nondiscrimination and Non-Conflict Statements.** HomeWAV agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of HomeWAV. HomeWAV shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

25. **Warranties and Disclaimers.**

- a. **Services Warranty.** HomeWAV warrants that it will perform the Professional Services, support and maintenance in a good and workmanlike manner using trained professionals, and that it will use commercially reasonable efforts to meet the performance terms in the Service Agreement.
- b. **Disclaimers.** EXCEPT AS PROVIDED HEREIN, THE SYSTEM AND ALL RELATED SERVICES IN THIS AGREEMENT ARE DELIVERED AND PROVIDED "AS IS" AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

26. **Compliance with all Federal, State, and Municipal Laws.** HomeWAV will comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of inmate communication, and shall ensure that its third-party subcontractors, if any, obtain any necessary permits prior to installation of the Equipment in the Facilities.

27. **Assignment.** Neither Party may assign this Agreement or any or all of its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that HomeWAV may assign this Agreement to any of its subsidiaries or affiliates or to any entity that acquires all or substantially all of HomeWAV's assets and agrees to assume responsibility hereunder. None of the provisions of this Agreement shall be construed to be for the benefit of or enforceable by any person or entity other than the Parties hereto and their successors and assigns.

28. **Severability.** If any provision of this Agreement is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

29. **Supremacy.** In the event of any express conflict between this Agreement and any schedule, Request-for-proposal ("RFP") response, or other non-binding proposal, the terms of this Agreement shall supersede any contradictory provisions or terms in the schedule, RFP response, or other non-binding proposal.

30. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original hereof and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures transmitted by facsimile or other electronic means will be deemed originals.

31. **Authorization; Third Party Beneficiaries.** Each person signing below warrants and represents that he/she has full power and authority to execute this Agreement on behalf of the Party he/she represents. There are no third-party beneficiaries to this Agreement.

32. **Cooperative Servicing.** Subject to HomeWAV's written approval, other County Board's Sheriff's Offices, Regional Jail Authorities, or Corrections Departments with the County's state may desire to obtain services as generally described in this agreement and may award a contract to HomeWAV, HomeWAV agrees to provide equivalent services to any such entities, subject to adjustments based on an entity's specific requirements.


In witness whereof, the Parties hereto have caused this Agreement to be executed on the day and year first above written, to be effective as of the Effective Date.

HOMEWAV, LLC

By: 
Name: Morteza Sahebkar
Title: Chief Executive Officer

Dated: 4/29/2020

DECATUR COUNTY, GEORGIA

By: 
Name: Gordon Screen
Title: Warden

Dated: 4-29-2020



EXHIBIT A

Initial Usage Fees

Subject to automatic modification to comply with federal, state, or local regulations, the County's users shall be charged the following Initial Usage Fees:

USAGE FEES	
Service	Rates
Domestic Voice Calls	\$0.11 per minute + \$0.02 FCC additive = \$0.13 per minute
International Voice Calls	\$0.11 per minute + \$0.02 FCC additive = \$0.13 per minute + International rate
Voice Messages	\$0.11 per minute + \$0.02 FCC additive = \$0.13 per minute
Onsite Video Calls	No Cost
Remote Video Calls	\$0.18 per minute + \$0.02 FCC additive = \$0.20 per minute
Video Messages	\$0.18 per minute + \$0.02 FCC additive = \$0.20 per minute
Messaging	
Text	\$0.03 per 10 characters
Photo	\$0.25
GIF	\$0.10
Tablet Content Rates (7-Day and 30-Day Subscriptions Available)	
Entertainment	
Books	\$0.00 - \$0.99
Games	\$0.00 - \$2.99
Sports News	\$2.99
Music	\$0.00 - \$6.99
Live TV - Basic	\$4.49
Live TV - Plus	\$6.99
On Demand - Basic	\$0.00 - \$5.49
On Demand - Plus	\$0.00 - \$7.49
On Demand - Premium	\$0.00 - \$9.99

EXHIBIT B

Add-On Features

HomeWAV shall activate the following add-on features at no cost to the Facility:

- Voice Biometric System (VBS) & Investigative Platform with Transcription
- InvisiLense Background Filtering
- DigitalDocs Paperless System
- ByPAS® Scheduling Software
- Text Messaging Suite
- Law Library
- One Touch Lobby Call Button
- 2nd Opportunity Sampler Platter and Podcasts
- The Edovo Inmate Education Platform
- JOBview Corrections
- Mindset: Social Security/Disability Filing Assistance
- LegalEyes Video Court and Arraignment
- TheraConnect Telepsychiatry Video Linkage
- ClearView (Release Pending)
- Decatur County Re-Entry Bridge
- Pando App

EXHIBIT C**Equipment**

Subject to modification following the results of the on-site visit, HomeWAV shall provide and install the following Equipment at no cost to the Facility:

- Thirteen (13) HomePAS Kiosks (Estimate)
- Three-Hundred and Eleven (311) ComPAS Tablets (Estimate)
- ComPAS Tablet Charging System (Estimate)
- One (1) Router/firewall (Estimate)
- Two (2) 8-Port POE Switches (Estimate)

EXHIBIT D

Software and Hardware Service Level Agreement

Purpose

The purpose of this service-level agreement is to define service availability, priority levels, and response times.

Service Availability

Technical Support is available by phone, support ticket, and on-site.

Phone support is available from 8 AM to 8 PM Central by calling (844)-842-9167. After-hour messages may be left and will be addressed the next business day, beginning at 8 AM.

Technical support can be requested twenty-four hours per day, three hundred sixty-five days per year, by logging into your HomeWAV account and filling out a support ticket by clicking the Service Tickets tab.

Onsite support is coordinated between the HomeWAV Technical Support Representative and Facility Contact to ensure escort availability.

Definitions

Priority 1 (P1):

- A failure of 100% of the devices in any one area or 100% of the devices in the entire facility that prevents inmates from using voice, video, or messaging services.
- A failure that renders the HomeWAV system completely inoperable.

Priority 2 (P2):

- A failure of 50% of the devices in any one area or 50% of the devices in the entire facility that prevents inmates from using voice, video, or messaging services.

Priority 3 (P3):

- An issue or request not meeting the P1 or P2 criteria.

Response and Resolution Times

P1 tickets will be responded to within sixty minutes of receiving the ticket. HomeWAV aims to resolve P1 issues within four hours of receiving that ticket. If the P1 ticket cannot be resolved remotely, HomeWAV will dispatch a local technician to troubleshoot and resolve the issue. A technical support representative will coordinate the technician's arrival time with the facility contact.

P2 tickets will be responded to within sixty minutes of receiving the ticket. HomeWAV aims to resolve P2 issues within eight hours of receiving that ticket. If the P2 ticket cannot be resolved remotely, HomeWAV will dispatch a local technician to troubleshoot and resolve the issue. A technical support representative will coordinate the technician's arrival time with the facility contact.



P3 tickets will be responded to within sixty minutes of receiving the ticket. HomeWAV aims to resolve P3 issues within forty-eight to seventy-two hours of receiving that ticket. If the P3 ticket cannot be resolved remotely, HomeWAV will dispatch a local technician to troubleshoot and resolve the issue. A technical support representative will coordinate the technician's arrival time with the facility contact.

Outages out of HomeWAV's control may delay resolution times. Such outages may include but are not limited to acts of God, internet, and power.

Lack of facility escorts or access to HomeWAV equipment may delay resolution times.

Warranty

HomeWAV software warranty includes support, maintenance, scheduled updates, and scheduled upgrades.

HomeWAV hardware warranty includes parts, equipment, labor, maintenance, natural disaster, and repair for everyday wear and defects. The HomeWAV hardware warranty may not cover damage due to abuse.



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

4/22/2026

E & R / NOD - Mobile Home Digest

2026 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
CL10 78	Burris Melissa Gail	\$ 18,817.00	\$ -	Delete 2026 mobile home tax bill. Owner applied for homestead for 2026 tax year.
76D 50	Flint River Estates LLC	\$ 23,958.00	\$ -	Delete 2026 mobile home tax bill. Mobile home side B was detitled July 2025 and side A March 2026. Refund \$308.85.
63B 22	Green Cynthia D	\$ 22,531.00	\$ -	Demolished by owner in 2025.
23 22	Musgrove Eddie T & Deborah D	\$ 84,016.00	\$ -	Delete 2026 mobile home tax bill. Owner applied for homestead for 2026 tax year.

\$ 149,322.00 \$ -

Mark Harrell - Tax Commissioner

William Harrel Jr - Board of Assessors

Pete Stephens, Chairman - Board of Commissioners

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “**Agreement**”) is entered into as of the effective date set forth below by and between the **DECATUR COUNTY-BAINBRIDGE INDUSTRIAL DEVELOPMENT AUTHORITY** (the “**Authority**”), a public body corporate and politic pursuant to the laws of the State of Georgia, including particularly that certain amendment to the Constitution of the State of Georgia, 1968 Ga. Laws 1780, as amended by 1981 Ga. Laws 3482 and as continued by 1985 Ga. Laws 3928 (collectively, “**Amendment**”), and **DECATUR ENERGY STORAGE, LLC** (the “**Company**”), a Delaware limited liability company authorized to do business in the State of Georgia (the “**State**”), each a “**Party**” and collectively the “**Parties.**” The **DECATUR COUNTY BOARD OF TAX ASSESSORS** (the “**Board of Assessors**”), **DECATUR COUNTY SCHOOL DISTRICT**, a public body corporate and politic created and existing under the laws of the State of Georgia, acting by and through its elected Board of Education (the “**District**”) and the **TAX COMMISSIONER OF DECATUR COUNTY** (the “**Tax Commissioner**”) are each executing an Acknowledgement hereof attached to this Agreement in order to enter into their respective agreements to the provisions hereof which are applicable to them, but they are not considered to be Parties.

1. THE PROJECT.

1.1. The Project. As used herein, references to the “**Project**” includes the Equipment (defined below), as the same may exist from time to time. The Project consists of a 200-Megawatt battery energy storage system (commonly known as a “**BESS**”) located in Decatur County, Georgia (the “**County**”). The Project is more particularly described on Schedule 1.1 attached hereto and incorporated herein by this reference.

1.1.1. Site. The “**Site**” consists of approximately 24 acres of the approximately 603 acres of land located in the vicinity of Harrell Mill Road in the County, as further described and depicted in Section 1.4 below and on Schedule 1.1.1 attached hereto and incorporated herein by this reference. For the avoidance of doubt, the Project shall not include the Site.

1.1.2. Improvements. The “**Improvements**” are to consist of the acquisition, construction and installation of certain related real property improvements to the Site, such as concrete pads, fencing, and roads; however, notwithstanding anything to the contrary herein, the Improvements will not be transferred to the Authority or be a part of the Project, are not part of the Project, and will not be financed with the Project Bond (defined below). For the avoidance of doubt, the Project shall not include the Improvements on the Site.

1.1.3. Equipment. The “**Equipment**” consists of equipment and other personal property items to be installed on the Site. The Equipment will be financed with the proceeds of the hereinafter defined Project Bonds and owned by the Authority and leased to the Company under the terms of a separate Lease Agreement (the “**Bond Lease**”) to be entered into between the Authority and the Company.

1.2. Total Project Costs. “**Total Project Costs**” shall include all reasonable costs, fees and legal expenses incurred by the Company in connection with the Project, as described below, and the issuance of the Project Bond. The Company will be responsible for any costs of or related to the Project (including, without limitation, those related to any change orders or cost overruns) to the extent that Project Bond proceeds are not available or are not sufficient to pay such costs.

1.3. Closing. As used herein, the “**Closing**” is the event at which the Project Bond is issued and the other transactions contemplated herein are consummated. The Closing shall occur on or before December 31, 2026. References herein to a “**Closing Condition**” are to the optional right of a Party hereto, based on a Closing Condition, to exercise a right provided herein in its favor and to avoid the Closing and terminate this Agreement as provided in Sections 4.4 and 4.5, respectively, below. The Parties hereto, prior to Closing, may enter into an Economic Development Agreement (the “**EDA**”) to reflect any amendments hereto agreed to prior to Closing (or to reflect that there are no such amendments).

1.4. The Site. Ownership of the Site shall not be transferred to the Authority, but during the term of the Bond Lease shall be either (a) owned by the Company, or (b) leased by the Company from owner(s) of the Site (which may or may not be an Affiliate of the Company, as such term is hereinafter defined). To the extent deemed reasonably necessary by the Authority, the Company shall grant or cause to be granted to the Authority, at no cost or expense to the Authority, a right-of-entry across the Site, in a form to be reasonably approved by the Parties, as required by the Authority to exercise its rights under this Agreement and the Bond Lease. The Site is a portion of the property depicted as Tax Parcel Number 01040-019-C00 by the maps currently maintained by the County and is more particularly described and/or depicted on Schedule 1.1.1.

1.4.1. Pursuant to that certain Lease Agreement, dated for purposes of reference as of August 1, 2023 (the “**Solar Lease**”), entered into between the Authority and Decatur Solar Energy Center, LLC, a Delaware limited liability company (the “**Solar Company**”), as amended, the Authority is leasing certain personal property (the “**Solar Equipment**”) located on certain land (the “**Solar Site**,” and together with the Solar Equipment, the “**Solar Project**”) for use by the Solar Company for a solar power generation facility (the “**Solar Facility**”), all in accordance with that certain Bond Resolution adopted by the Authority on March 30, 2023, relating to the Authority’s issuance of its “Decatur County-Bainbridge Industrial Development Authority Taxable Industrial Development Revenue Bond (Decatur Solar Energy, LLC Project), Series 2023” to the Solar Company. The Parties acknowledge that it may be necessary for the Company to have certain rights to access the Solar Project in order to connect the Project to the solar outputs of the Solar Facility and to facilitate the construction, installation and operation of the Project. The Parties acknowledge that, in order to effectuate such access rights, the consent of the Authority is required under the Solar Lease. The Authority hereby consents thereto on the

following terms and conditions, and the Company agrees thereto: (a) the Company is not obtaining under such consent, (1) rights regarding the Solar Project, that, (i) are additional to those that the Solar Company has under the Solar Lease, or (ii) exceed those that the Solar Lease provides to the Solar Company, or, (2) any right, title or interest in or to the Solar Project, (b) the Authority's consent shall terminate simultaneously with the expiration or earlier termination of the Solar Lease, (c) such consent does not relieve the Solar Company from any responsibility or obligation that it has under the Solar Lease, and (d) the Authority shall not have any obligation or liability to the Solar Company as a result of such consent, and the Company acknowledges that its indemnification of the Authority contained in various provisions of this Agreement and of the Bond Lease extend, without limitation, to any claim or demand made by the Solar Company or any third-party relating to such consent or the Company's access of the Solar Project. The Company shall provide to the Authority at Closing the acknowledgment and agreement of the Solar Company to such consent by the Authority.

1.5. Reserved.

1.5.1. Environmental Indemnity. Notwithstanding anything herein, in addition to all other indemnities contained herein (specifically including, without limitation, the indemnities set forth in Section 1.6.5, below), the Company shall indemnify the Authority, its members, officers, employees and representatives against any environmental or related claims, liabilities or losses relating to the Site, the Project or the Company's operations thereat (including, without limitation, relating to the presence of Hazardous Materials at, on or from the Site, or the violation of or non-compliance with any Environmental Laws, such terms which are defined below), regardless of whether any such claim, liability or loss is based on facts or circumstances first existing before or after the Closing, and regardless, without limitation, of whether any such claim, liability or loss relates to any period prior to the Company's own acquisition or leasing of the Site, provided, that if a court of competent jurisdiction determines that any of the provisions of this Section violate O.C.G.A. §13-8-2, the indemnity contained in this Section shall not extend to any matter for which indemnification is prohibited by O.C.G.A. §13-8-2. Further, the indemnities set forth in this Section 1.5.1 shall not apply to any claim, loss or liability which is the result of the negligence or willful misconduct of the indemnitees or any party benefiting from said indemnities. Said indemnity shall survive the Closing and the expiration or earlier termination of this Agreement and the Bond Lease. As used herein, "**Environmental Laws**" means all federal, state and local statutes, codes, regulations, rules, ordinances, orders, standards, permits, licenses, policies and requirements (including consent decrees, judicial decisions and administrative orders) relating to the protection, preservation, remediation or conservation of the environment or worker health or safety, all as amended or reauthorized, or as hereafter amended or reauthorized, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601, et seq., the Resource Conservation Recovery Act of 1976 ("**RCRA**"), 42 U.S.C. § 6901, et seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act (*i.e.*, the "Clean Water Act"), 33 U.S.C. § 1251, et seq., the Toxic Substances Control Act ("**TSCA**"), 15 U.S.C. § 2601, et seq., the

Safe Drinking Water Act, 42 U.S.C. § 300f, et seq., the Atomic Energy Act (“AEA”), 42 U.S.C. § 2012, et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, et seq. As used herein, “**Hazardous Materials**” means (1) “hazardous substances,” as defined by CERCLA; (2) “hazardous wastes,” as defined by RCRA; (3) any radioactive material, including, without limitation, any source, special nuclear or by-product material, as defined by AEA; (4) asbestos in any form or condition; (5) polychlorinated biphenyls; and (6) any other material, substance or waste to which liability or standards of conduct may be imposed under any Environmental Laws.

1.6. Construction of the Improvements and Installation of the Equipment.

1.6.1. Design. The Company shall be responsible for the design of the Improvements and the selection of the Equipment, respectively.

1.6.2. Utilities. The Company shall be responsible for ensuring the adequate delivery of water, sewer facilities, natural gas, telephony (including internet) and electricity to the Site, if and as necessary or required for the operation of the Project in accordance with applicable laws. The Company’s ability to acquire the necessary governmental approvals or permits to allow for such delivery by acceptable providers, or in quantities or at pressures which are reasonably acceptable to the Company, shall each be a Closing Condition in favor of the Company.

1.6.3. Construction Generally. The Company will be responsible for the construction of the Project and any Improvements, at the Company’s own expense. Without limitation, the Company will select the contractor(s) (“**Contractors**”) for such construction and enter into an agreement, as principal and not as agent of the Authority, with the Contractors for the construction of the Project and any Improvements. The Project and any Improvements shall be constructed in compliance with applicable laws, rules and regulations, including applicable zoning laws, building codes, environmental laws and other restrictions.

1.6.4. Acquisition and Installation of Equipment. The Company will be responsible for the acquisition and installation of the Equipment, including, without limitation, payment of the costs thereof. The Bond Lease will provide for the Company to convey title to the Equipment to the Authority from time to time by one or more bills of sale as the items of the Equipment are acquired and installed at the Site. The Equipment included in the Project shall be specifically listed on such bills of sale conveying the same to the Authority. Notwithstanding the foregoing, the Company shall have the right to sell, convey, replace, upgrade, transfer and encumber the Equipment in its sole discretion and the Authority shall execute any instruments, releases or other documents to effectuate such sale, conveyance, transfer or encumbrance by the Company with respect to the Equipment.

1.6.5. Indemnity by the Company. In addition to any other indemnities contained in this Agreement, the Company shall indemnify, hold harmless and defend the Authority and its members, officers, employees and representatives from and against any and all loss, liabilities and claims (including, without limitation, liens and encumbrances resulting

from construction and installation activities) that may arise out of or relate to: (a) any act or omission by or attributable to the Company or the Contractors (including, without limitation, the acts or omissions of their respective vendors, contractors or subcontractors, agents, employees or representatives) related to the Project; and (b) this transaction, including the Project Bond and the issuance thereof, and the acquisition, construction, installation, equipping, use, ownership and/or operation of the Project; provided, that if a court of competent jurisdiction determines that any of the provisions of this Section violate O.C.G.A. §13-8-2, the indemnity contained in this Section shall not extend to any matter for which indemnification is prohibited by O.C.G.A. §13-8-2. Further, the indemnities set forth in this Section 1.6.5 shall not apply to any claim, loss or liability which is the result of the negligence or willful misconduct of the indemnitees or any party benefiting from the indemnities set forth herein. Said indemnity shall survive the Closing and the expiration or earlier termination of this Agreement and the Bond Lease, and the commencement of operations at or abandonment of the Project. The indemnities set forth above specifically extend to, but are not limited to, governmental or other claims relating to any actual or alleged violation of any federal, state and local laws, rules, regulations, ordinances, programs, permits, guidance, orders, and consent decrees relating to health, safety, and environmental matters, including, but not limited to, CERCLA, as amended, TSCA, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal superlien and environmental cleanup programs and laws, U.S. Environmental Protection Agency regulations, and Georgia Environmental Protection Division rules (and all other Environmental Laws) regardless of whether or not any such violation relates to any period prior to the acquisition of the Project by the Authority or its acquisition theretofore by the Company.

1.6.6. Permitted Encumbrances. It shall be a Closing Condition in favor of the Authority that all material matters related to the Site (including, without limitation, the legal description thereof) be satisfactory to the Authority in its reasonable discretion. Without limitation, the Company shall keep the Project free and clear of all liens and encumbrances attributable to the Company except for Permitted Encumbrances (defined below), and shall in any event indemnify, hold harmless and defend the Authority and its respective members, officers, employees and representatives from any claim, liability or loss arising out of or related to any such lien or encumbrance, including, without limitation, Permitted Encumbrances, provided that if a court of competent jurisdiction determines that any of the provisions of this Section violate O.C.G.A. § 13-8-2, the indemnity contained in this Section shall not extend to any indemnification which is prohibited by O.C.G.A. § 13-8-2. Further, the indemnities set forth in this Section 1.6.6 shall not apply to any claim, loss or liability which is the result of the negligence or willful misconduct of the indemnitees or any party benefiting from the indemnities set forth herein. Said indemnities shall survive the Closing and the expiration or earlier termination of this Agreement and the Bond Lease. As used herein, “**Permitted Encumbrances**” shall be defined as the Definitive Documents (defined below), any liens, encumbrances or exceptions contained on Schedule 1.4 hereto or otherwise specified in this Agreement as being acceptable or disclosed in the applicable title records, or defined as such in, or otherwise permitted by, the Bond Lease, including, without limitation, any Superior Security Document (as such

term is to be defined in the Bond Lease) related to third party financing of all or any portion of the Project or easements and similar encumbrances required for the Project. The definition of Permitted Encumbrances shall be superseded by a similar definition to be contained in the Bond Lease. For the avoidance of doubt, (i) such provisions of the Bond Lease shall apply to this Agreement, and (ii) such supersession shall not affect liabilities theretofore accrued under the above indemnities.

1.7. Force Majeure. For purposes of this Agreement, "*force majeure*" means the following: a general banking moratorium shall have been declared by federal or Georgia authorities, or a major financial crisis or a material disruption in commercial banking shall have occurred (but *force majeure* does not include a mere inability to obtain funds or financing); acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State of Georgia or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; tornadoes; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other event not within the control of the Company, provided that the Company demonstrates that there is no alternative means for performing under this Agreement, notwithstanding such event listed above or other event. Without limitation, increased costs alone are not sufficient to constitute *force majeure*. The Company upon claiming *force majeure* agrees, however, to use its reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Company, and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Company, unfavorable to the Company. For the avoidance of doubt, to the extent that the Governor of the State of Georgia at any time or from time to time hereafter issues an Executive Order declaring there to be in effect a (1) State of Emergency relating to unlawful assemblage and violence, or (2) Public Health State of Emergency relating to pandemics, and the same leads to the impossibility to perform any obligation under this Agreement that is expressly stated to be subject to *force majeure*, then riots and pandemic may be asserted as *force majeure* events.

1.7.1. It shall be conditions to the Company claiming the benefit of *force majeure* that, (a) the Company promptly certifies to the Authority in writing, (1) what the event of *force majeure* is, (2) the date of the commencement and, when the event of *force majeure* has abated, the date of the abatement, of such event of *force majeure*, (3) for what obligation the benefit of *force majeure* is claimed, and (b) *force majeure* shall be the proximate cause of the non-performance of such obligation, as reasonably determined by the Authority. The foregoing notwithstanding, however, (1) the Company may not claim the benefit of *force majeure* more than twice in the aggregate each calendar year, (2) in no event shall *force majeure* excuse or postpone an express payment obligation of the Company set forth in the Definitive Documents (unless such payment obligation is directly tied to completion of an obligation that is delayed by force majeure), and (3) in no event

shall the Company claim *force majeure* in order to protect the Company against the normal and reasonably anticipated risks of contracting.

1.8. Year 1. For all purposes of this Agreement, including, without limitation, any Schedules and "Exhibits" hereto, "Year 1" shall be the earlier of (a) the first calendar year after commencement of commercial operations of the Project, or (b) 2028.

2. FINANCING OF THE PROJECT.

2.1. Project Bond. In order to establish the bond-financed sale-leaseback structure that is necessary for the provision of certain of the incentives contemplated herein, including, without limitation, *ad valorem* property tax savings for the Project, the Authority will issue the Authority's revenue bond (the "**Project Bond**") to the Company and thereby acquire legal title to the Project as it then exists. The Bond will be issued as a single draw-down bond authorized by a resolution adopted by the Authority (the "**Bond Resolution**"). The Authority will hold legal title to all of the Project. The Company may acquire legal title to the Project as provided herein. The Company shall be responsible for the arrangements pertaining to the acquisition of the Project Bond.

2.2. Maximum Principal Amount of Project Bond. Without limitation, the maximum principal amount of the Project Bond shall in the aggregate accommodate Total Project Costs for the Project. Such accommodation shall be made through structuring the Project Bond as a single draw-down bond in an appropriate maximum principal amount. The Project Bond shall be issued in a maximum principal amount not to exceed \$200,000,000.

2.3. Transaction Costs. In exchange for the Authority's agreement to complete the transactions contemplated by the Bond Resolution, Company shall be responsible for executing and performing the transactions contemplated by the Bond Resolution and paying all transactional costs of the issuance of the Project Bond, and other matters related hereto, provided that such costs shall be subject to the Company's approval, which shall not be unreasonably withheld. Subject to any applicable limits of the federal tax law, cash proceeds of the Project Bond, if any are available for such purpose, may be used to pay such costs or to reimburse the Company for transaction costs previously paid by it. Such transaction costs include, without limitation: (i) the reasonable, actual legal fees and disbursements of the Authority's Bond Counsel and the Authority's Issuer's Counsel, who shall be responsible for closing the transaction, related to the validation of the Project Bond and the closing of the issuance of the Project Bond and the preparation and distribution of transcripts, all as more fully described in the Bond Resolution, to be adopted by the Authority at a later date; (ii) reasonable fees and disbursements of the Company's counsel related to the transaction; (iii) the court costs relating to validation of the Project Bond and recording and filing fees; and (iv) the Authority's one-time financing fee equal to one-fourth ($\frac{1}{4}$) of one percent (1%) of the maximum principal amount of the Project Bond that shall be payable in full to the Authority at Closing and (v) reasonable, actual legal fees and disbursements of the County Attorney related to this transaction.

2.4. Tax Status of the Project Bond. The interest on the Project Bond issued to the Company will not be exempt from federal income taxation.

2.5. Roles of Counsel. The law firm of King Kozlarek Root Law LLC, Bainbridge, Georgia, as counsel to the Authority, shall serve as the Authority's Bond Counsel and as the Authority's Issuer's Counsel in connection with the Project, the issuance of the Project Bond and this Agreement. The law firm of Alston & Bird LLP, Atlanta, Georgia, shall serve as the Company's Counsel in connection with the issuance of the Project Bond and this Agreement.

2.6. Repayment of the Project Bond. The Company shall be responsible for the repayment of the Project Bond and all Bond Lease payment obligations. Without limitation, the Project Bond shall not be a general obligation of the Authority but shall be a special and limited obligation payable solely from the payments received under the Bond Lease and other pledged security. Neither the Authority, the County, the State nor any other public body shall have any obligation or liability for repayment of the Project Bond.

2.7. Due Diligence. The Authority shall have the right, prior to the issuance of the Project Bond, to conduct additional due diligence reasonably required in its sole discretion to ascertain the Company's financial capability to carry out the Project and to comply with its obligations under this Agreement. The Company shall cooperate with any such due diligence, including providing requested information to the extent such information is not confidential or proprietary. It shall be a Closing Condition, in favor of the Authority, that the Authority is satisfied, in its reasonable discretion, with the results of any such due diligence.

2.8. The Bond Lease. The Authority and the Company shall enter into a lease agreement (the "**Bond Lease**") for the Project upon the issuance of the Project Bond at Closing. Pursuant to the Bond Lease, the Authority will lease the Project to the Company. The Bond Lease shall contain terms and provisions substantially of the type normally included in bond leases between governmental "conduit" bond issuers and users of bond-financed property. The Bond Lease will be a triple net type lease. The Bond Lease shall have a term (the "**Term**") sufficient to accommodate the Savings Schedule (defined below), provided, in no event shall *force majeure* extend the Savings Schedule or the Term. The Company shall furnish to the County and the Board of Assessors an executed copy of the Bond Lease, and all amendments thereto, as and when, such amendments are entered into.

2.9. Purchase Option. The Authority, by a separate instrument (the "**Option Agreement**"), which is one of the Definitive Documents, shall grant the Company the option to purchase the Project or any portion thereof (the "**Purchase Option**"), to the extent that the Authority holds title thereto at the time, exercisable for (i) an option exercise price of \$10; (ii) the sum, if any, required to cause the Bond to be retired in full if the Project Bond has not been fully paid (if the Company is then the owner of the Project Bond, the Company may mark the Project Bond "cancelled" and surrender the Project Bond to the Authority); and (iii) all other actual sums, if any, then due to the Authority or to the holder of the Project Bond from the Company as rent or for indemnification under the Bond Lease, under any other Definitive Document which have not been paid. Payment of the amounts so required is a condition (in favor of the Authority, and waivable by the Authority) to the closing under such Purchase Option. The specific terms of the Purchase Option shall be set forth in the Option Agreement. In the event the Company exercises the Purchase Option, this Agreement shall remain in effect. Notwithstanding any other provision hereof, the Purchase Option granted to the Company in the Option Agreement may be exercised whether or not an event of default has occurred and is continuing.

2.10. Definitive Documents. The term “**Definitive Documents**” means and includes the Project Bond, the Bond Resolution, the Bond Lease, the Option Agreement, this Agreement or the EDA, a bond purchase loan agreement, an assignment and security agreement, and any other related documents necessary to implement the transactions described herein. The Definitive Documents shall be prepared by the Authority’s Bond Counsel and shall be subject to the approval of the Authority, the Company, and Company’s Counsel. The Parties agree to negotiate in good faith to establish the terms and conditions to be included in the Definitive Documents. It shall be a Closing Condition in favor of each of the Company and the Authority that they reach an agreement on such terms and conditions.

2.11. Transfers.

2.11.1. Transfer of this Agreement. All rights and benefits of the Company under this Agreement and under the Authority’s resolution authorizing this Agreement may be transferred and assigned by the Company, in whole or in part, to: (a) any Affiliate of the Company or (b) with the written approval of the Authority, by resolution, which approval shall not be unreasonably withheld, conditioned or delayed, to any one or more persons or entities which propose to acquire the Project, in either case with the same effect as if such Affiliate or such persons or entities were named as the “Company” in this Agreement and in the Authority’s resolution authorizing this Agreement. Unless the Authority has approved the assignee, the assignment of the Company’s rights shall not release the Company from its obligations for costs and indemnification and following any such assignment, the Company and such assignee shall be jointly and severally liable for costs and indemnification hereunder. As used herein, “**Affiliate**” means any person or entity (as used herein “entity” includes, without limitation, any public body) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a specified person or entity or in which the Company is a direct or indirect member. As used herein, the term “**control**” of a person or entity means the possession, directly or indirectly, of the power: (A) to vote 10% 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 (B) to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

2.11.2. Transfer of the Project, the Bond Lease and the Other Definitive Documents. Except as expressly provided in this Section, the Company may not, without the prior written consent of the Authority, such consent not to be unreasonably withheld, conditioned or delayed: (a) transfer the Project; or (b) assign its interests and rights under the Bond Lease or other Definitive Documents or sublease any part of the Project. However, the Company may transfer or sublease the Project to an Affiliate of the Company, or collaterally assign the Project in connection with any financing thereof, or transfer or sublease the Project as otherwise may be provided in the Definitive Documents. The Company may also transfer any Improvements related to the Project without the consent of the Authority, as such Improvements are not part of the Project subject to this Agreement or the Definitive Documents. A change of control of the Company shall not be deemed an assignment or transfer hereunder and shall not require the prior written consent

of the Authority. The Company, as tenant, may, without prior consent by the Authority, as landlord (but upon prior notice to the Authority), sublease the Project for a term which does not extend beyond the Term minus one day, provided that the sublease is expressly subject and subordinate to the Bond Lease, and that the Company is not released from its obligations under the Bond Lease. No transfer and assignment shall relieve the Company from primary liability for any of its obligations hereunder, and in the event of any such assignment, the Company shall continue to remain primarily liable for the payment, performance, and observance of the obligations and agreements on its part herein provided to be performed and observed by it. The Bond Lease shall contain provisions similar to those above in this Section, which shall supersede such above provisions as to the Bond Lease and the other "Bond Documents"; *i.e.*, the other Definitive Documents. For the avoidance of doubt, (x) such provisions of the Bond Lease shall apply to this Agreement, and an assignee of the Bond Lease shall also assume this Agreement and the Bond Documents, and (y) if an assignment is permitted under the Bond Lease, it shall be deemed permitted under this Agreement.

2.12. Statutory Compliance; Permitted Uses. The Amendment requires, and the Bond Lease will provide, that the Company must operate the Project at all times as a "project" permitted by the Amendment, and the Bond Lease will further provide that the permitted uses of the Project are restricted to those that are described in the description of the Project provided for in Section 1.1 hereof and in Schedule 1.1 attached hereto.

3. INCENTIVES TO BE PROVIDED.

3.1. Purpose of Incentives. In order to induce the Company to locate the Project in the County, the following economic inducements will be provided for the Project by the Authority and other entities, as applicable.

3.1.1. Public Interests Protected. In consideration of the Company locating, constructing, installing and equipping the Project in the County at the Site, and the related capital investment by the Company, the Authority shall grant the Company the Purchase Option, as provided in Section 2.9 hereof. In determining to provide the following incentives to the Company and grant the Purchase Option to the Company, the Authority has taken into account the total consideration being received by the Authority in consequence of the Project, including, without limitation, the Project's anticipated creation or maintaining of jobs and additional investment within the Authority's area of operations, and the public revenues flowing therefrom. The Authority has found and determined, and hereby finds and determines, that the interests of the public in such transaction are protected by this Agreement, and that such total consideration will be equal to or greater than the benefits to be derived by the Company hereunder; therefore, such benefits do not violate the prohibition in the Georgia Constitution on the payment by public bodies of gratuities to private sector persons.

3.2. Ad Valorem Tax Savings.

3.2.1. Basis for Savings. All Parties to this Agreement recognize and agree that the Authority is not subject to ad valorem taxation on its interest in the Project. The Parties

further understand and agree that the Company will be subject to *ad valorem* taxation on its leasehold interest in the Project (the “**Leasehold Interest**”). Pursuant to O.C.G.A. § 36-80-16.1(e) and the decision of the Supreme Court of Georgia in *W.C. Harris, et al. vs. DeKalb County Board of Tax Assessors*, 248 Ga. 277 (1981) (the “*Harris Case*”), which permits the Board of Assessors to agree in advance to fixed percentage, reasonable and non-arbitrary valuation methods, the parties (including any assignee of the Company pursuant to an assignment in accordance with the applicable provisions of the Bond Lease) desire to agree upon an appropriate, reasonable and non-arbitrary methodology for valuation of the Leasehold Interest. The Board of Assessors acknowledges and attests to its familiarity with the form of Lease, and expressly confirms that it will discharge its official responsibility relating to the valuation of property within the County for ad valorem tax purposes by appraising and valuing the fair market value of the Leasehold Interest in accordance with applicable law, including specifically *Sherman v. Fulton County Board of Assessors, et. al.*, 288 Ga. 88 (2010) and the *Harris Case* and the valuation technique therein set forth.

In order to provide the Company with sufficient information and certainty upon which it can base its decision to carry out the Project in the County, the parties agree that it is important to set forth the methodology by which it is agreed that the Leasehold Interest of the Company in the Project will be valued for ad valorem property purposes. That methodology, which represents the utilization by the Board of Assessors of an appropriate, reasonable and non-arbitrary methodology for valuation of the Company’s Leasehold Interest, is as follows:

(a) It is expected that the Project will be completed by December 31, 2027. The completion of the acquisition, construction, equipping and installation of the Project by the Company, as determined by the Board of Assessors or as evidenced by the issuance of a certificate of occupancy, shall constitute the completion date (the “**Completion Date**”) for purposes of this Agreement. There will be no value to the Leasehold Interest of the Company in the Project prior to the Completion Date in accordance with the precedent established in the *Harris Case*. Thus, there will be no ad valorem property taxes on any assets acquired by the Authority in connection with the Project prior to January 1 of the year immediately following the Completion Date (the “**Tax Commencement Date**”). Notwithstanding the foregoing, the Tax Commencement Date shall occur on or before January 1, 2028, and the first year of the tax incentive (as described below) shall be on or before 2028.

(b) Beginning on the Tax Commencement Date, the Company shall pay, in the form of ad valorem property taxes, an amount equal to the “**applicable percentage**” in each year of the amount that otherwise would have been paid by the Company if it owned the Project for each such year, as further described in subsection (c). The “**applicable percentage**” in each year during this ten (10)-year period will be as follows:

YEAR	APPLICABLE PERCENTAGE
1-10	70%
11 and thereafter	100%

Following the tenth (10th) year after the Tax Commencement Date, title to the Project shall be transferred to the Company pursuant to the terms of the Bond Lease, and the Project will be taxable according to normal ad valorem property taxation rules that are applicable to privately-owned property. If the Project is not transferred to the Company for whatever reason following the tenth (10th) year after the Tax Commencement Date, the “applicable percentage” for the eleventh (11th) year and any subsequent year will be 100%.

(c) The determination of the fair market value of the Leasehold Interest in any asset in any year following the Tax Commencement Date (prior to being reduced by the applicable percentage) will be subject to the annual reassessment, for which the Board of Assessors will employ its standard valuation methods. The fair market value of the Leasehold Interest valued thereunder, after being reduced by the applicable percentage, shall be multiplied by 40% to determine the assessed value of each such category for such year and thereafter multiplied by the millage rate established by the County for that year and any applicable municipality, to the extent the Project is located within the geographical boundaries of such municipality, with respect to such year, to determine the ad valorem tax for such year.

(d) On an annual basis, the Company shall return the property comprising the Project for ad valorem taxation purposes in the County, and shall also deliver to the Authority and the Board of Assessors on or before the anniversary date of this Agreement such additional documentation and information as may be necessary in order for the Board of Assessors to value the Project and portions thereof.

3.2.2. Reversion to Normal Taxability. If the Purchase Option is exercised upon termination of the Bond Lease or earlier, in whole or in part, or if the Bond Lease is otherwise terminated or expires and the Project is conveyed to the Company, the Project will be taxable according to normal ad valorem property taxation rules that are applicable to privately-owned real or personal property.

3.2.3. Board of Assessors. The provisions of this Agreement relative to the assessment and taxability of the Project for *ad valorem* property tax purposes are the obligation and responsibility of the Board of Assessors. The Board of Assessors has approved the form of this Agreement and has confirmed that this Agreement is consistent with applicable requirements and that the Board of Assessors intends and agrees to classify, for taxation purposes, the Company’s interest in the Project under the Bond Lease as contemplated in this Agreement.

4. TERMINATION OF AGREEMENT.

4.1. Timing of Execution of this Agreement and Closing.

4.1.1. Delay. If despite the good faith efforts of the Parties, (i) this Agreement is not fully executed on or before May 1, 2026, (ii) the Closing has not occurred by December 31, 2026, or (iii) this Agreement has not been extended pursuant to the terms of Section 4.1.2 hereof, then the Authority or the Company may terminate this Agreement by written notice to the other Party, without any further liability except as otherwise expressly provided in this Agreement, unless this Agreement is extended pursuant to Section 4.1.2 below or the Parties otherwise agree to amend this Agreement in writing.

4.1.2. Extension of this Agreement. At the election of the Company and upon its compliance with the procedures set forth in this Section, the Company may extend this Agreement as follows:

4.1.2.1. On or before Closing, the Company shall provide to the Authority a written notice of extension. Upon such prompt notice, this Agreement shall be extended such that "December 31, 2026" in Section 4.1.1 above would become "December 31, 2027."

4.1.2.2. Effect of Extension. Extension of this Agreement by the Company shall have the effect of proportionately extending all times and duties to act hereunder by the Parties, as appropriate.

4.2. Approval by Governing Bodies. Upon its execution of this Agreement, each Party hereto represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into this Agreement.

4.3. Closing Conditions. Any Party shall have the right to terminate this Agreement prior to the Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice to the other Parties, if:

4.3.1. Any other Party is in breach of this Agreement beyond any applicable notice and cure period.

4.3.2. There has been commenced or threatened against the Company, or any Affiliate of the Company, any proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the matters that are the subjects of this Agreement, or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any of such matters, which, in either case, the Company is unwilling to contest at its sole expense. An uncontested validation proceeding for the Project Bond shall not be considered a proceeding within the meaning of this Section.

4.3.3. The Company is unable to obtain permits or approvals necessary for the construction, installation and operation of the Project on the Site.

4.4. The Authority's Termination Rights. The Authority shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Company, pursuant to any provision expressly allowing it to do so contained elsewhere in this Agreement. Without limitation, the Authority shall have the right to terminate this Agreement, effective immediately upon giving written notice to the Company if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Authority has not been satisfied. If the Authority does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, or such other time, as appropriate, such right shall be deemed waived with respect to the subject thereof.

4.5. The Company's Termination Rights. The Company shall have the right to terminate this Agreement prior to Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Authority, pursuant to any provision expressly allowing it to do so contained elsewhere in this Agreement. Without limitation, the Company shall have the right to terminate this Agreement, effective immediately upon giving written notice to the Authority if, by the Closing (or any earlier time, as applicable) each Closing Condition set forth herein in favor of the Company has not been satisfied. If the Company does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, or such other time, as appropriate, such right shall be deemed waived with respect to the subject thereof.

4.6. Effect of Termination. If any Party terminates this Agreement pursuant to a right provided herein or if this Agreement expires, this Agreement shall terminate or expire as to all Parties without any further liability on the part of any Party, except as may theretofore have accrued, or except as otherwise expressly provided in this Agreement, or shall exist as a result of any prior breach hereof.

5. MISCELLANEOUS.

5.1. Notices. Any notice required to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered or made only if either (i) delivered personally to the Party or, if such Party is not an individual, to an officer or other legal representative of the Party to whom the same is directed, or (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent via nationally recognized overnight courier for next Business Day delivery, addressed to each other Party at the addresses set forth below, or (iv) sent via email with electronic confirmation of receipt by the intended recipient (or to such other address as any particular Party may designate for notices to it to each other Party from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the date of personal delivery, the first Business Day after having been deposited with the courier service or the United States Postal Service:

If to the Authority: Decatur County-Bainbridge Industrial
Development Authority
100 Boat Basin Circle
Bainbridge, Georgia 39819
Attn: Rick McCaskill, Executive Director
Email: rm@bainbridgedecatur.com

with a copy to: King Kozlarek Root Law LLC
223 North Donalson Street, Suite 36
Bainbridge, Georgia 39817-3643
Attn: Michael E. Kozlarek, Esq.
Email: michael@kingkozlarek.com

If to the Company: Decatur Energy Storage, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: Chelsey Lucas
Email: chelsey.lucas@nexteraenergy.com

with a copy to Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309
Attn: Amber Pelot, Esq.
Email: amber.pelot@alston.com

Attn: Cait Haygood, Esq.
Email: cait.haygood@alston.com

5.2. Confidential Information. All confidential information acquired by the Authority, the Board of Assessors, or the Tax Commissioner relating to the Company, shall be held in confidence by them, subject to their legal obligations as public bodies, including, without limitation O.C.G.A. § 50-18-70, *et seq.* and § 50-14-1, *et seq.* This confidentiality requirement shall survive termination or expiration of this Agreement. The Company and its advisors shall, prior to the execution and delivery hereof, treat the contents of this Agreement and project plans related thereto as confidential, and, without limitation, shall not disclose such contents to the public or competing communities or states.

5.3. No Partnership or Agency. No partnership or agency relationship between or among the Parties shall be created as a result of this Agreement.

5.4. Survival of MOU. This Agreement shall survive the Closing and the expiration or termination of the Bond Lease but may be superseded in whole or in part by the EDA to the extent that the EDA expressly so provides.

5.5. Governing Law; Jurisdiction and Venue. The transactions contemplated hereunder and the validity and effect of this Agreement are exclusively governed by, and shall be exclusively

construed and enforced in accordance with, the laws of the State of Georgia, except for the State's conflicts of law rules. The Company consents to jurisdiction over it and to venue in the County.

5.6. Amendments. Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the Parties hereto. This Agreement does not confer any rights or remedies upon any person or entity (including, without limitation, any public body), other than the Parties to this Agreement and their respective permitted successors and assigns. Without limitation, a writing executed only by the Parties hereto or their respective permitted successors and assigns shall be effective to amend or terminate this Agreement or any of the Definitive Documents (including, without limitation, the EDA), provided, that no provision which would adversely affect the rights or obligations of any public body or public official shall be binding on such public body or public official without the consent or approval of such public body or public official.

5.7. Entire Agreement. This Agreement, together with the Definitive Documents (when executed), constitutes the entire agreement between the Parties with respect to the subject matter hereof, and shall supersede any prior agreements between the Parties, whether written or oral.

5.8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5.9. Counterparts; Electronic Transmittal. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. To facilitate execution of this Agreement, the Parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic transmittal of this Agreement shall be deemed to be "written" and a "writing" for all purposes, and shall otherwise constitute an original document binding upon the transmitting party.

5.10. No Personal Liability of Representatives of Public Bodies. No official, member, director, officer, agent, or employee of the Authority, the Board of Assessors, or the Tax Commissioner 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 bodies. 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 bodies into this Agreement.

5.11. No Personal Liability of Representatives of Company. No official, member, manager, 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 such entity. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each

such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

5.12. Legal Compliance. The Company agrees that it and its officers and employees acting for it in matters relating to this Agreement shall comply with all applicable provisions of law, including, without limitation, O.C.G.A. Sec. 50-36-1 relating, in part, to public benefits.

5.13. Effective Date. This Agreement shall not be effective until it has been fully executed by all Parties hereto.

5.14. Publicity. The Company shall consult with the Authority and the Authority shall consult with the Company before either Party issues any press release or otherwise making any disclosures or statement with respect to the Project or the transactions contemplated by this Agreement, and will not issue any such press release or make any such public statement prior to such consultation, except as required by applicable law.

5.15. Exclusion of Consequential Damages. In no event, except in cases of gross negligence or willful misconduct, shall the Authority be liable to the Company or any other person or entity, whether in contract, warranty, tort (including negligence or strict liability) or otherwise, for any special, collateral, indirect, incidental or consequential damages of any kind or nature whatsoever.

5.16. Business Days. As used herein, "Business Day" refers to a day which is not a Saturday, Sunday, a legal holiday, or any other day on which banking institutions are authorized to be closed in the State.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding and caused it to be delivered as of the following effective date: _____, 2026.

The "Authority":

**DECATUR COUNTY-BAINBRIDGE
INDUSTRIAL DEVELOPMENT AUTHORITY**

By: _____
Chairman

Attest:

Secretary

(Authority's Seal)

[SIGNATURES CONTINUE ON NEXT PAGE]

The “Company”:

DECATUR ENERGY STORAGE, LLC,
a Delaware limited liability company,

By: _____ (SEAL)

Name:

Title:

[SIGNATURES CONTINUE ON NEXT PAGE]

ACKNOWLEDGED

The undersigned, on behalf of the Decatur County Board of Tax Assessors, acknowledges this Agreement and agrees to the provisions hereof that are applicable to it, and without further action and approval by the undersigned.

**DECATUR COUNTY BOARD OF
TAX ASSESSORS**

By: _____
Name:
Title:

ACKNOWLEDGED

The undersigned, on behalf of the Decatur County School District, acknowledges this Agreement and agrees to the provisions hereof that are applicable to it, and without further action and approval by the undersigned.

DECATUR COUNTY SCHOOL DISTRICT

By: _____
Name:
Title:

ACKNOWLEDGED

The undersigned, on behalf of the Tax Commissioner of Decatur County, acknowledges this Agreement and agrees to the provisions hereof that are applicable to it, and without further action and approval by the undersigned.

**TAX COMMISSIONER OF
DECATUR COUNTY**

By: _____
Name:
Title:

SCHEDULE 1.1

DESCRIPTION OF THE PROJECT

This Project involves the development, construction, installation, equipping, and operation of a 200 Megawatt, 4-hour duration lithium-ion based battery energy storage system (i.e., BESS) located or to be located on the Site in Decatur County, Georgia. The Project will have the capability to charge from the solar outputs directly from the grid. This charging capability enhances the system's operational flexibility, allowing it to support grid stability and facilitate the integration of renewable energy sources more effectively.

SCHEDULE 1.1.1

DESCRIPTION OF SITE

Tract 5:

All of Lot of Land Number 35 in the 20th District of Decatur County, Georgia, containing 250 acres, more or less; being the same property acquired by Deeds from Olin Hester to Alfred Earl Hester, Jr., dated June 30, 1965, recorded in Deed Book H-8, Page 434 and by Deed from Coreen G. Hester to Alfred E. Hester, Jr., dated April 15, 1968, recorded in Deed Book W-8, Page 719, all in the Deed Records of Decatur County, Georgia.

AND

Tract 7:

All of Lot No. 36 in the 20th District of Decatur County, Georgia, EXCEPT 45.6 acres in the Northeast corner thereof, which 45.6 acres is more particularly described by reference to a plat recorded in Plat Book 1, Page 190, Plat Records of Decatur County, Georgia and being the same property acquired by Deeds from Olin Hester to Alfred Earl Hester, Jr., dated June 30, 1965, recorded in Deed Book H-8, Page 434 and by Deed from Coreen G. Hester to Alfred E. Hester, Jr., dated April 15, 1968, recorded in Deed Book W-8, Page 719, all in the Deed Records of Decatur County, Georgia.

AND

Tract 11:

All of that certain tract or parcel of land lying, situate and being in Lot of Land No. 36 in the 20th Land District of Decatur County, Georgia, and being more particularly described as being all of the parts of the following tract of land that lies East and West of the Bainbridge and Harrell's Mill Public Road. The tract or parcel of land lying and being in Lot of Land No. 36 in the 20th District of Decatur County, Georgia, containing 45.6 acres, more or less, and being on the Bainbridge and Harrell's Mill Public Road about 1-1/2 miles Southwest from the town of Climax, Georgia, having such shape, metes, courses and distances as will more fully appear by reference to Plat made by P. W. Schinkel on March 1, 1949, recorded in Plat Book 1, Page 190, in the office of the Clerk of Superior Court of Decatur County, Georgia, and more specifically described as follows: Beginning at an iron pipe at the Northeast corner of said Lot No. 36; thence West along the North boundary line of said lot a distance of 1185 feet to an iron pipe; thence Southeasterly in a straight line a distance of 2280 feet to a point where such line intersects the line which forms the North boundary line of a 30 acre parcel of land in the form of a square in the Southeast corner of said lot 36 and owned now or formerly by Annie Hester, said point being designated by an iron pipe; thence East along said last named boundary line a distance of 637 feet to a point designated by an iron pipe, where such line intersects the East boundary line of said Lot No. 36; thence North along said East boundary line a distance of 2175 feet to the point of beginning, containing 45.6 acres, more or less.

LESS AND EXCEPT, the part of the above described tract of land lying East of the Bainbridge and Harrell's Mill Public Road being the same as described in that certain Warranty Deed by A. E. Hester, Jr. from Charles A. Waldron and Thelma Waldron on December 7, 1971, filed on April 27, 1973, and recorded in Deed Book W-9, Page 357, in the Office of the Clerk of Superior Court of Decatur County, Georgia.

APN: 01040-019-C00

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