TOWNS COUNTY

MINUTES

July 15, 2025, at 5:30 PM

A Regular County Meeting was held on July 15, 2025, at 5:30 PM in the courtroom of the Towns County Courthouse.

I. **Meeting Called to Order**:

Commissioner Bradshaw called the meeting to order and welcomed all in attendance.

II: **Presentation and Adoption of Agenda**:

Commissioner Bradshaw presented the agenda, and it was amended to add a Proclamation for the 75th Anniversary of Georgia Mountain Fair, after this addition it was adopted as read.

III: **Presentation and Approval of Minutes**

The Minutes from the Regular Meeting on June 17, 2025, and a Called Meeting on June 26,2025 were presented for approval and Commissioner Bradshaw approved and signed the same as presented.

IV: **Presentation/Reports/Proclamations:** Mr. Bradshaw presented a Proclamation to Hilda Thomason and Matt Turpin for the 75th Anniversary of the Georgia Mountain Fair. Hilda invited everyone to attend the Anniversary Celebration on August 14th at the Anderson Music Hall. Matt Esplain will have the John C. Campbell Folk School cloggers and musicians perform. All rides will be 75 Cents and there will be a fireworks show.

V: **Old Business:** None

VI: **New Business:** Signed Sandoz Opioid Settlement Participation Form and Agreement.
Signed Intergovernmental Agreement between the Towns County School District and the Office of the Sheriff for Resource Officer Services.
Approved the refund list for outbuildings permits. County Attorney Robb Kiker explained that former Commissioner Bill Kendall had stated there would not be a fee for outbuildings therefore the fee in place will be suspended to honor the intentions of Mr. Kendall. All outbuilding fees will be refunded on buildings that have not been converted for other use.
Signed LumenService Quote for tower maintenance. Marty Roberts spoke on the expense of replacing the old bulbs that cost 3-5,000 dollars to climb the tower. This quote will be a monthly fee of $393 and will include LED lights and maintenance. The tower will shine white during the day and will eliminate the need to paint the tower and provide better night lighting visibility for helicopters.
Signed GIS Service Package with Caliber. Marty Roberts explained this is for a two-year maintenance and support on the CADS system used by our 911.
Signed Intergovernmental Agreement with City of Young Harris for Tax Collection. This will result in cost savings and a more efficient delivery of services to all County and City citizens.

VII: **Commissioner's Report**: The new sign at the Rec Department and Splash Pad has been installed. Work on the Pavilion will resume Monday using inmate labor. We will be added new signs at the Transfer Station to better direct people where to participate in our recycling program.

VIII: **Public Questions and Comments:**

IX: **Adjourn meeting**.

With no other business to conduct, the meeting was adjourned at 6:11 PM.

Brenda McKinney

Brenda McKinney, County Clerk

Cliff Bradshaw

Cliff Bradshaw, Sole Commissioner

TOWNS COUNTYAGENDA
County Meeting
July 15, 2025
5:30 pm

- Meeting Called to Order
- Presentation and Adoption of Agenda
- Presentation and Adoption of Minutes
    - County Meeting 6-17-2025
    - Called Meeting 6-26-2025
- Presentations/Reports/Proclamations
- Old Business
  NONE
- New Business
    - Sign Sandoz Opioid Settlement Participation Form & Agreement
    - Sign Intergovernmental Agreement between the Towns County School District and the Office of the Sheriff for Resource Officer Services
    - Approve the refund list for outbuilding permits
    - Sign LumenServe Quote for tower maintenance
    - Sign GIS Service Package with Caliber
    - Sign Intergovernmental Agreement with the City of Young Harris for Tax Collection
- Commissioner's Comments
- Public Questions and Comments
- Adjourn meeting.

It is the policy of Towns County that all county sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the (706)896-2276 or email financedirector@townscountyga.com prior to the scheduled meeting or event to request an accommodation.

emailed Rob Kiker
July 16, 2025

SANDOZ SETTLEMENT AGREEMENT

This Sandoz Settlement Agreement dated as of August 31, 2023 ("*Agreement*") sets forth the terms of settlement between and among Participating Subdivisions and Participating Tribes, and Sandoz (in each case as defined below), to take effect as of the Effective Date (as defined below).

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submitted via portal
7-29-25 [initials]

Whereas, Participating Subdivisions and Participating Tribes by and through the Participating Subdivision Designees and Participating Tribe Designees (as defined below), and Sandoz, share a common desire to resolve disputes between Participating Subdivisions and Participating Tribes, and Sandoz, relating to opioid medications according to the terms set out in this Agreement;

Whereas, the Parties agree and understand that upon satisfaction of the conditions set forth herein, this Agreement will be binding on the Participating Subdivisions and Participating Tribes;

Whereas, the Parties to this Agreement now desire to avoid further expense and proceedings and to settle their disputes under the terms and conditions of this Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties as follows:

I. Definitions

Unless otherwise specified, the following definitions apply:

1. "*Agreement*" means this Agreement between Participating Subdivisions and Participating Tribes and Sandoz, inclusive of all exhibits.

2. "*Alleged Harms*" means the alleged past, present, and future financial, societal, and related harms and expenditures arising out of the alleged misuse and abuse of opioid products, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Sandoz.

3. "*Claim*" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim (but only with respect to each Participating Subdivision or Participating Tribe), promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment,

disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever. Claim does not include any individuals' personal injury or wrongful death cause of action.

4. "*Claim-Over*" means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

5. "*Covered Conduct*" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to any Product, including without limitation (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; orders, prescriptions, formularies, guidelines, payments or rebates for any Product; policies, practices and/or operating procedures, statements, contracts, commercial arrangements, insurance, claim or benefit administration, claim adjudication, plan design, data and sales thereof, and any other act or failure to act relating to, any Product; and any system, plan, policy or advocacy relating to any Product, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders, prescriptions, or conduct related to any Product; (d) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to any Product; or (e) controls against diversion, corresponding responsibility, and suspicious order monitoring related to any Product.

6. "*Effective Date*" means the date that the Participating Subdivisions and Participating Tribes execute and deliver (or cause to be delivered) to the Participating Subdivision Designees and the Participating Tribe Designees, as appropriate, and to Sandoz, in accordance with Section V.A., the Subdivision Participation Forms and Tribe Participation Forms, signed by 85% (as measured by number of cases and allocation of the Settlement Fund) of Litigating Subdivisions and Litigating Tribes, which are set forth

on **Exhibit A** of this Agreement. The Effective Date shall be no later than January 31, 2024, provided, however, that: (1) the Participating Subdivision Designees and the Participating Tribe Designees shall have the one-time unilateral right to extend the deadline by 90 days; and (2) Sandoz shall have the unilateral right in its sole discretion to further extend that deadline to a date of its choosing and/or to proceed with the Agreement even if the 85% threshold has not been satisfied.

7. *"Eligible Entities"* has the meaning set forth in Section V.C., and includes those Litigating Subdivisions and Litigating Tribes identified in **Exhibit A** attached hereto.

8. *"Litigating Subdivision"* means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or its members thereof) that has pending Released Claims against Sandoz as of August 25, 2023, as identified on **Exhibit A** hereto.

9. *"Litigating Tribe"* means a Tribe that has pending any Released Claims against Sandoz as of August 25, 2023, as identified on **Exhibit A** hereto.

10. "*MDL*" means *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804.

11. *"MDL Court"* means the United States District Court for the Northern District of Ohio, Eastern Division, presiding over the MDL.

12. "*Non-Participating Subdivision*" means any Subdivision that does not execute a Subdivision Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Subdivision that, prior to the Effective Date of this Agreement, affirmatively opts out of this settlement by providing written notice to the Participating Subdivision Designees and Sandoz of its intent to litigate its Claims against Sandoz.

13. "*Non-Participating Tribe*" means any Tribe that does not execute a Tribe Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Tribe that, prior to the Effective Date of this Agreement, affirmatively opts out of this settlement by providing written notice to the Participating Tribe Designees and Sandoz of its intent to litigate its Claims against Sandoz.

14. "*Non-Party Covered Conduct Claim*" means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

15. "*Non-Party Settlement*" means a settlement by any Releasor that settles any

Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

16. "*Non-Released Entity*" means an entity that is not a Released Entity.

17. "*Ongoing Common Benefit Order (Dkt. #4428)*" means the Ongoing Common Benefit Order (Dkt. #4428) entered by the MDL Court in the MDL.

18. "*Opioid Remediation*" means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to remediate Alleged Harms, including to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Qualifying expenditures may include reasonable related administrative expenses.

19. "*Participating Subdivision*" means any Litigating Subdivision identified in **Exhibit A** that executes a Subdivision Participation Form prior to or within 14 days after the Effective Date.

20. "*Participating Tribe*" means any Litigating Tribe identified in **Exhibit A** that executes a Tribe Participation Form prior to or within 14 days after the Effective Date.

21. "*Participating Subdivision Designees*" means Jayne Conroy and Michael Angelides of Simmons Hanly Conroy (*see* Section IX.J. below for their contact information).

22. "*Participating Tribe Designees*" means Steve Skikos and Mark Crawford of Skikos, Crawford, Skikos & Joseph (*see* Section IX.J. below for their contact information).

23. "*Parties*" means Sandoz, Participating Subdivisions, and Participating Tribes (each, a "*Party*").

24. "*Post-Settlement Claim*" means any Claim commenced against Sandoz by any Subdivision or Tribe after the date of this Agreement, whether in the MDL Court or any federal, state, district, territorial, or other court, or any other judicial, quasi-judicial, or arbitral body, alleging any Covered Conduct as the basis or partial basis for the Claim.

25. "*Product*" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance,

that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

26. *"Released Claims"* means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by any Participating Subdivision or Participating Tribe in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a Participating Subdivision, Participating Tribe or any Releasors (whether or not such Participating Subdivision, Participating Tribe or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals for any of their own damages for alleged personal injuries arising out of their use of any Product. But in any action arising from or relating to such Claims or the Covered Conduct, the Released Entities may assert as a defense or otherwise argue that the payments required herein serve as a measure of compensation for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law.

27. *"Released Entities"* has the meaning set forth in Section VI.A.

28. *"Releasors"* means (1) each Participating Subdivision and Participating Tribe, and (2) without limitation and to the maximum extent of the power of each Participating Subdivision and Participating Tribe to release Claims, (a) the Participating Subdivision's and Participating Tribe's departments, agencies, divisions, boards, commissions, subdivisions, instrumentalities of any kind and attorneys, and any person in their official capacity whether

elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and (b) any person or entity acting in a parens patriae, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public but only with respect to each Participating Subdivision or Participating Tribe.

29. "*Sandoz*" means Sandoz Inc. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, or assigns, including but not limited to Sandoz International GmbH, Novartis Pharmaceuticals Corporation, and Novartis AG and its subsidiaries and affiliates, including but not limited to Novartis Manufacturing LLC, Novartis Institutes for Biomedical Research, Inc., Novartis Corporation, and Novartis Consumer Health. For the avoidance of doubt, this definition of "Sandoz" shall survive any spin-off, separation, or other corporate change-of-control transaction that results in Sandoz Inc. separating from or no longer being a direct or indirect subsidiary of one or more other Sandoz or Novartis entities.

30. "*Sandoz Settlement Fund*" or "*Settlement Fund*" means the interest-bearing fund to be established by the MDL Court in the MDL into which all payments by Sandoz will be made, which shall be administered by the Settlement Referee, and which is intended to qualify as a "qualified settlement fund" within the meaning of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended.

31. "*Settlement Referee*" means David R. Cohen, who will perform the duties set forth in this Agreement, including setting forth the procedures by which the Subdivision and Tribe allocation will be completed and to jointly determine each Subdivision's and Tribe's final allocation resulting from application of the Subdivision and Tribe Allocation Distribution Percentage.

32. "*State*" means the States of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, and the Northern Mariana Islands.

33. "*Subdivision,*" "*Subdivisions,*" "*Tribe*" or "*Tribes*" includes the Eligible Entities set forth on **Exhibit A** of this Agreement. "Subdivision" further means (1) a formal and legally recognized sub-entity of a State that provides general governance for a defined area, including a municipality, county, parish, city, town, village, special district or any other entities that provide municipal-type government within a State, and (2) any person, official, or entity thereof acting in an official capacity. Unless otherwise specified, "Subdivision" includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area. Historic, non-functioning sub-entities of a State (such as

Connecticut counties) are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. "Tribe" further means any Indian or Alaska Native tribe, band, nation, pueblo, village or community that the United States acknowledges to exist as an Indian tribe, including but not limited to the list of recognized tribes published by the United States Secretary of the Interior.

34. "*Subdivision and Tribe Allocation Distribution Percentage*" means a Subdivision's or Tribe's percentage as determined by the Settlement Referee pursuant to Section IV.B. The aggregate Subdivision and Tribe Allocation Distribution Percentage of all Subdivisions and Tribes shall equal 100%.

35. "*Subdivision Participation Form*" and "*Tribe Participation Form*" mean the forms attached hereto as **Exhibits C (Subdivisions) and D (Tribes)**.

36. "*Total Remediation Amount*" has the meaning set forth in Section IV.A.

II. Release

A. *Scope*. As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasors' Released Claims. Each Participating Subdivision and Participating Tribe (for itself and its Releasors) will absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement.*

1. *Statement of Intent.* It is the intent of the Parties that:

a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;

b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

c. Claims by Releasors against non-Parties should not and will not result in additional payments by Released Entities, whether through contribution, indemnification or any other means;

d. The amount of each payment made to each Participating Subdivision or Participating Tribe under this Agreement is intended to reduce any indemnification obligation the Released Entities might have to non-Parties with regard to each such Participating Subdivision or Participating Tribe;

e. Releasors covenant not to sue Released Entities for Covered Conduct;

f. The Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties; and

g. The provisions of this Section II.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. *Contribution/Indemnity Prohibited*. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it or with respect to any person or entity that brings any other form of action against Sandoz arising out of or related to Covered Conduct. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement*. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Sandoz in Section II.B.2, or a release from such Non- Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. Sandoz shall be deemed and is designated as an intended third-party beneficiary of the prohibition on contribution or indemnity required

under this section in such Non-Party Settlement. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over*. In the event that any Non-Released Entity asserts a Claim-Over against a Released Entity, then Releasor and Sandoz shall take steps sufficient and permissible under applicable law to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Sandoz under this Agreement.

5. *Preservation of All Rights and Defenses Arising from Payments*. This Agreement further expressly preserves, to the full extent permitted by law, the right and ability of Released Entities to assert the payments made under this Agreement as a defense, set-off, satisfaction, or reduction against any amounts asserted as damages against any Released Entity by any non-Party or Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

   If the Claim-Over is based on a contractual indemnity claim by a Non-Released Entity against any Released Entity, these Claim-Over provisions shall not apply to the extent the contractual indemnity claim is based on the conduct of the Non-Released Entity and not the conduct of Released Entities.

C. *General Release*. In connection with the releases provided for in the Agreement, each Participating Subdivision and Participating Tribe (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

   A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision and Participating Tribe (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivisions' or Participating Tribes' decision to enter into the Agreement or the Participating Subdivisions' or

Participating Tribes' decision to participate in the Agreement.

D. *Res Judicata*. Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any stipulation of dismissal with prejudice or judgment entered on the Agreement, gives rise to under applicable law.

E. *Representation and Warranty of Authority*. The Participating Subdivision Designees and Participating Tribe Designees signing hereto on behalf of the Participating Subdivisions and Participating Tribes expressly represent and warrant that they have authority to enter into this Agreement conditionally on behalf of the Participating Subdivisions and Participating Tribes, subject to each Participating Subdivision and Participating Tribe executing a Subdivision Participation Form or Tribe Participation Form as provided in Section V of this Agreement.

F. *Representation and Warranty of No Other Case(s)*. The signatories hereto on behalf of the Participating Subdivisions and Participating Tribes expressly represent and warrant that, as of the date of this Agreement, they are not aware, other than the cases arising from Covered Conduct, of any other case(s) against Sandoz on behalf of any Subdivision or Tribe, beyond those listed on **Exhibit A**.

G. *Effectiveness*. The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Sandoz Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Sandoz Settlement Fund or any portion thereof.

H. *Cooperation*. Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

I. *Non-Released Claims*. Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims that may be brought by a State or by any State Attorney General against Released Entities for Covered Conduct to the extent not released herein specifically with respect to Participating Subdivisions or Participating Tribes, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement.

III. Monetary Relief and Payments

A. *Structure of Payments*.

1. All payments under this Section III shall be made into the Sandoz Settlement Fund. The payments in the Sandoz Settlement Fund shall be allocated and used only as specified in Section IV of this Agreement. In the event that this Agreement is not completed for any reason or is terminated in accordance with its terms, all payments made under this Section III into the Sandoz Settlement Fund shall be returned to Sandoz.

2. On the thirtieth day after the Effective Date, Sandoz shall pay into the Sandoz Settlement Fund the sum of Ninety-Nine Million Five Hundred Thousand Dollars ($99,500,000.00), under the terms and conditions of this Agreement, subject to the reductions described in Section IV.B.4.

3. Sandoz's payment into the Sandoz Settlement Fund includes the amount necessary to comply with the Ongoing Common Benefit Order (Dkt. #4428). The Settlement Referee shall hold the amount necessary to ensure compliance with the Ongoing Common Benefit Order until further order by the MDL Court. It is expressly understood that Sandoz's payment into the Sandoz Settlement Fund under Section III.A.2 fulfills its obligations under the Ongoing Common Benefit Order.

4. If Eighty-Five Percent (85%) of Litigating Subdivisions and Litigating Tribes set forth on **Exhibit A** of this Agreement (as measured by number of cases and allocation of the Settlement Fund) do not sign the Subdivision and Tribe Participation Form by January 31, 2024 (or such extended date as may be set in accordance with Section I.6.), and Sandoz does not otherwise agree to move forward with the Settlement Agreement, such that the Effective Date does not occur, then Sandoz shall make no payment, this Agreement will have no further effect, and all releases and other commitments or obligations contained herein will be void, provided, however, that Sandoz shall have the unilateral right in its sole discretion to extend that deadline to a date of its choosing and/or to proceed with the Agreement even if the 85% threshold has not been satisfied.

IV. Allocation and Use of Settlement Funds

A. *Settlement Fund.* Subject to Sections IV.B.3 and 4, the Sandoz Settlement Fund shall be comprised of funds earmarked for Opioid Remediation (the "Total Remediation Amount").

B. *Allocation, Administration and Use of Settlement Payments.*

1. David R. Cohen, in his capacity as Settlement Referee, shall determine the basis for the distributions to Participating Subdivisions and Participating Tribes in accordance with this Section IV. Once the final Subdivision and Tribe Allocation Distribution Percentage is determined, it shall be attached

as **Exhibit B** to this Agreement. Determination of the Subdivision and Tribe Allocation Distribution Percentage shall be determined in the following manner:

a. Allocation Distribution percentages may be determined by referring to and incorporating allocation percentages, formulas and manners of calculations utilized in prior Subdivision settlement agreements and prior Tribe settlement agreements reached with other Defendants in the opioid litigation. The Settlement Referee shall consider all non-general purpose government sub-entities of a Subdivision county, city or Tribe, or person or entity included in an action or bringing an action on the Subdivision county, city or Tribe's behalf, to be a single Subdivision county, city or Tribe claimant for purposes of allocation. Further, any allocation between and amongst the recovering Subdivision county, city or Tribe and any of its non-general purpose government sub-entities shall be determined by those entities and sub-entities themselves.

b. Each Participating Subdivision and Participating Tribe shall have had the right to be heard prior to entry of the final allocation order specific to this opioid crisis with regard to the calculation of the allocation amount set forth in Section IV.B.1.a. For the avoidance of doubt, the Participating Subdivisions and Participating Tribes shall not have any other basis to challenge the allocation amounts.

c. Sandoz acknowledges and expressly agrees that it has no role whatsoever in the Subdivision and Tribe allocation process.

2. The Settlement Referee shall set aside and hold back the funds allocable to each of the Litigating Subdivisions and Litigating Tribes proportionate to the Litigating Subdivision's and Litigating Tribe's Subdivision Allocation Distribution Percentage to the extent such Litigating Subdivision or Litigating Tribe has not become a Participating Subdivision or Participating Tribe, and the provisions of Section IV.B.4 shall apply with respect to such Non-Participating Subdivision or Non-Participating Tribe.

3. The Settlement Referee shall deduct the costs and expenses incurred in the administration of the Sandoz Settlement Fund, including any expenses, costs and fees arising out of the duties of David R. Cohen in his capacity as Settlement Referee, out of the interest accrued on the Sandoz Settlement Fund and thereafter from the principal of the Sandoz Settlement Fund.

4. <u>Litigating Subdivisions and Litigating Tribes</u>. Any Litigating Subdivision or Litigating Tribe that does not execute a Subdivision Participation Form or Tribe Participation Form prior to or within 14 days after the Effective Date of this Agreement or any Litigating Subdivision or Litigating Tribe

that affirmatively opts out of this Agreement and provides written notice to the Participating Subdivision Designees and/or Participating Tribe Designees, and Sandoz of its intent to litigate its Claims against Sandoz shall forego its right to participate in distributions contemplated by this Agreement, in which case the amount (including accumulated holdback amounts) allocable to such Litigating Subdivision or Litigating Tribe pursuant to its Subdivision and Tribe Allocation Distribution Percentage shall revert to Sandoz, to be paid to Sandoz within sixty (60) days after the 14-day time period after the Effective Date.

C. *Provisions Regarding Abatement Fund.*

1. The funds distributed from the Sandoz Settlement Fund to each Participating Subdivision and Participating Tribe shall be used solely for Opioid Remediation.

2. The Participating Subdivision Designees and Participating Tribe Designees shall provide a Participating Subdivision and Participating Tribe Opioid Abatement Report to Sandoz once all funds are disbursed to the Participating Subdivisions and Participating Tribes.

D. *Nature of Payment.*

1. Sandoz and the Participating Subdivisions and Participating Tribes acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

   a. Sandoz has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

   b. Participating Subdivisions and Participating Tribes sought restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions and Participating Tribes as a result of the Covered Conduct;

   c. By executing the Subdivision Participation Form or Tribe Participation Form, the Participating Subdivisions and Participating Tribes acknowledge that: (a) the Total Remediation Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions and Participating Tribes; and (b) the portion of the Total Remediation Amount received by each Participating Subdivision or Participating Tribe is no greater than the amount of the Alleged Harms allegedly suffered by such Participating Subdivision or Participating Tribe;

d. The payment of the Total Remediation Amount by Sandoz constitutes, and is paid for, restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Sandoz;

e. The Total Remediation Amount is being paid as restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions, Participating Tribes and persons to the same position or condition that they would be in had the Participating Subdivisions, Participating Tribes and persons not suffered the Alleged Harms and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law;

f. For the avoidance of doubt: (a) no portion of the Total Remediation Amount represents reimbursement to any Participating Subdivision or Participating Tribe, or other person or entity, for the costs of any investigation or litigation, including without limitation attorneys' fees, (b) the entire Total Remediation Amount is properly characterized as described in Section IV.D.1.e, and (c) none of the amounts paid by Sandoz under Section III constitutes disgorgement or is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments; and

g. For the further avoidance of doubt, the Parties estimate that Fifteen Percent (15%) of the payments made by Sandoz into the Sandoz Settlement Fund will be allocated to payments in accordance with the Ongoing Common Benefit Order (Dkt. #4428) and/or the MDL fee cap order (Dkt. #3814), and the remaining Eighty-Five Percent (85%) of the payments made by Sandoz into the Sandoz Settlement Fund will be allocated to the Total Remediation Amount and paid as restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A)).

2. Tax Reporting and Cooperation

a. Each Participating Subdivision and Participating Tribe shall cooperate in good faith with Sandoz with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

b. For the avoidance of doubt, except as explicitly set forth in this Agreement, neither Sandoz, any Participating Subdivision or Participating Tribe, or counsel to any of the foregoing make any warranty or representation as to the tax consequences of the payment

of the Total Remediation Amount (or any portion thereof).

V. Participation by Subdivisions and Tribes

A. *Subdivision Participation Form and Tribe Participation Form.* Attached hereto as **Exhibits C (Subdivisions)** and **D (Tribes)** are the Subdivision Participation Form and Tribe Participation Form, which may be subject to later modification and substitution as the participation process is worked out. A Subdivision's or Tribe's executed Participation Form is evidence of its status as a Party to this Agreement, and the executed Participation Forms and their terms are incorporated herein by reference. In order to become a Participating Subdivision or Participating Tribe, each Litigating Subdivision or Litigating Tribe shall provide a properly executed Participation Form to the Participating Subdivision Designees or to the Participating Tribe Designees and to Sandoz, or to any proxy specified by them, by electronic mail as set forth in the Participation Forms at **Exhibits C** and **D** hereto, and in accordance with the time limitations and terms of this Agreement.

B. *Dismissal of Claims.* Each Participating Subdivision or Participating Tribe, either directly or through its counsel, shall request to dismiss with prejudice all Released Claims by that Subdivision or Tribe against Released Entities, including all Released Claims pending in the MDL Court and all Released Claims pending in any State court. Dismissal of a Litigating Subdivision's or Litigating Tribe's complaint against Released Entities shall be filed only upon the occurrence of the Effective Date. The Parties will coordinate a streamlined dismissal process with the MDL Court that will allow for a bulk filing of the agreed dismissals with respect to MDL-filed cases.

C. *Eligible Entities.* **Exhibit A** sets forth all Litigating Subdivisions and Litigating Tribes eligible to participate in this Agreement ("*Eligible Entities*"):

1. Each entity listed on **Exhibit A** has filed an opioid case against Sandoz in the MDL or in a case pending in State court.

2. **Exhibit A** includes the filing docket number and counsel of record for the listed entity. Each entity listed on **Exhibit A** is entitled to participate in the settlement.

3. Only Eligible Entities listed in **Exhibit A** are eligible to participate in the settlement, except as may be further agreed between Sandoz and the Participating Subdivision Designees or the Participating Tribe Designees.

VI. Defendants to be Released Upon Meeting Threshold Requirements

A. The following are to be Released Entities and shall be released and claims against them to be dismissed with prejudice upon the Effective Date: (i) Sandoz ("*Sandoz*" as defined in Section I.29 of the Definitions); (ii) all of its past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors,

successors, assigns and insurers (in their capacity as such); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers of each of the foregoing entities and persons referenced in clauses (i) through (ii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. An illustrative, non-exhaustive list of Released Entities is annexed to this Agreement as **Exhibit E**.

VII. Plaintiffs' Attorneys' Fees and Costs

A. Contingency attorneys' fees and costs shall be paid out in accordance with the MDL fee cap order (Dkt #3814), which the Parties agree to extend to the provisions of this Agreement, as well as any other Orders that may be entered by the MDL Court concerning attorneys' fees and costs.

B. Common Benefit amounts shall be held by the Settlement Referee in order to ensure compliance with the Ongoing Common Benefit Order (Dkt. #4428), as set forth in Section III.A.3 above.

VIII. Dispute Resolution

A. Any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the Parties to resolve disputes through binding arbitration.

IX. Miscellaneous

A. *No Admission.* Sandoz does not admit liability or wrongdoing. This Agreement shall not be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Sandoz.

B. *Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Participating Subdivision or Participating Tribe or Released Entity. No Participating Subdivision or Participating Tribe may assign or otherwise convey any right to enforce any provision of this Agreement and no entity except the Participating Subdivision Designees or Participating Tribe Designees shall have the right to enforce any provision of this Agreement on behalf of all Participating Subdivisions and Participating Tribes.

C. *Construction.* None of the Parties and no Participating Subdivision or Participating Tribe shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the

drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

D. *Cooperation*. Each Party agrees to use its best efforts and to cooperate with the other Parties to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement by any other person, and will support the integrity and enforcement of the terms of this Agreement.

E. *Entire Agreement*. This Agreement, its Exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

F. *Execution*. This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof. One or more counterparts of this Agreement may be signed by electronic signature.

G. *Good Faith and Voluntary Entry*. Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.

H. *No Prevailing Party*. The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.

I. *Non-Admissibility*. The settlement negotiations resulting in this Agreement have been undertaken by the Parties in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be

offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement, except that Released Entities may file or use this Agreement in any action (1) involving a determination regarding insurance coverage; (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Total Remediation Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

J. *Notices*. All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

For Participating Subdivisions:

Jayne Conroy
Michael Angelides
Simmons Hanly Conroy
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
(212) 257-8482
jconroy@simmonsfirm.com
mangelides@simmonsfirm.com

Peter Mougey
Levin, Papantonio, Rafferty, Proctor, Buchanan, O'Brien, Barr, and Mougey P.A.
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996
(850) 435-7193
pmougey@levinlaw.com

Paul Geller
Robbins Geller Rudman & Dowd LLP
225 NE Mizner Blvd., Suite 720
Boca Raton, FL 33432
(561) 750-3000
pgeller@rgrdlaw.com

For Participating Tribes:

Steve Skikos
Mark Crawford
One Sansome Street, Suite 2830
San Francisco, CA 94104
(415) 546-7300
sskikos@skikos.com
mcrawford@skikos.com

For Sandoz:

Gordon Hwang
Sandoz Inc.
100 College Rd. W
Princeton, NJ 08540
gordon.hwang@sandoz.com

Gregory E. Ostfeld
Sara K. Thompson
Greenberg Traurig LLP
77 West Wacker Dr., Suite 3100
Chicago, IL 60601
(312) 476-5056
ostfeldg@gtlaw.com
sara.thompson@gtlaw.com

Any Party or Participating Subdivision Designees or Participating Tribe Designees may change or add to the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

K. *No Waiver*. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

L. *Preservation of Privilege*. Nothing contained in this Agreement, and no act required to be performed pursuant to this Agreement, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

M. *Successors*. This Agreement shall be binding upon, and inure to the benefit of, Sandoz and its respective successors and assigns. Sandoz shall not sell the majority

of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Sandoz's obligations under this Agreement.

N. *Modification, Amendment, Alteration*. After the Effective Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Sandoz along with the signatures of Participating Subdivision Designees and Participating Tribe Designees.

O. *Governing Law*. Except (1) as otherwise provided in the Agreement or (2) as necessary, in the sole judgment of Settlement Referee David R. Cohen, to promote uniformity of interpretation for matters, this Agreement shall be governed by and interpreted in accordance with the respective laws of the State of Ohio without regard to the conflict of law rules of such State. Notwithstanding any other provision in this subsection on governing law, the United States District Court for the Northern District of Ohio shall retain jurisdiction to enforce this Agreement.

P. *Severability*. In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

Date: August 31, 2023

For Participating Subdivisions:

____

Jayne Conroy
Simmons Hanly Conroy

Peter Mougey
Levin, Papantonio, Rafferty, Proctor, Buchanan, O'Brien, Barr, and Mougey P.A.
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996

Paul Geller
Robbins Geller Rudman & Dowd LLP
225 NE Mizner Blvd., Suite 720
Boca Raton, FL 33432

For Participating Tribes:

Steve Skikos
Skikos, Crawford, Skikos & Joseph LLP
One Sansome Street, Suite 2830
San Francisco, CA 94104

Date: August 31, 2023

For Sandoz:

Karen McDonnell
VP & General Counsel, NA, Sandoz
Sandoz Corporate Representative

Gregory E. Ostfeld
Greenberg Traurig LLP

Date: August 31, 2023

EXHIBIT A

Litigating Subdivisions and Litigating Tribes

Litigating Subdivision or Litigating Tribe	Law Firm	Case No.

EXHIBIT B

ELIGIBLE ENTITIES' ALLOCATION DISTRIBUTION PERCENTAGES

[Reserved - to be added post-Effective Date pursuant to Section IV.B.1]

EXHIBIT C

Subdivision Participation Form

Eligible Subdivision Name:	Towns County
Case No.:	1:19-op-45172
Authorized Signatory Name:	
Authorized Signatory Title:	Sole Commissioner
Address 1:	48 River Street, Suite B
Address 2:	
City, State, Zip:	Hiawassee, GA 30546
Phone:	706 896 2276
Email:	bradshawcommissioner@yahoo.com

The Eligible Subdivision identified above ("Subdivision"), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 ("Sandoz Settlement"), and acting through the undersigned authorized official, is an "Eligible Entity" as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form ("Form") have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.

2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.

3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.

5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.

6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.

8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to ____________________ in accordance with the time

limitations and terms of the Sandoz Settlement.

12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.

13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

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

Signature: Cliff Bradshaw

Name: Cliff Bradshaw

Title: Sole Commissioner

Date: July 15, 2025

EXHIBIT D

<u>Tribe Participation Form</u>

Eligible Tribe Name:	
Case No.:	
Authorized Signatory Name:	
Authorized Signatory Title:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The Eligible Tribe identified above ("Tribe"), in order to obtain and in consideration for the benefits provided to the Tribe pursuant to the Settlement Agreement dated August 31, 2023 ("Sandoz Settlement"), and acting through the undersigned authorized official, is an "Eligible Entity" as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Tribe is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Tribe Participation Form ("Form") have the meanings defined therein, and agrees that by this Form, the Tribe elects to participate in the Sandoz Settlement and become a Participating Tribe as provided therein.

2. The Tribe agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Tribes as defined therein.

3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Tribe is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

4. The Tribe agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.

5. By signing this Participation Form, the Tribe agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Tribes pursuant to the terms of the Sandoz Settlement.

6. The Tribe agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the parties in the Sandoz Settlement to resolve disputes through binding arbitration.

7. The Tribe has the right to enforce the Sandoz Settlement as provided therein.

8. The Tribe, as a Participating Tribe, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Tribe hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Sandoz Settlement, each Tribe expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

11. The Participating Tribe, or its attorneys, shall provide a properly executed Participation Form to the Participating Tribe Designees and to Sandoz by electronic mail to ______________ in accordance with the time limitations and terms of the Sandoz Settlement.

12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Tribe shall file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Tribe hereby authorizes the Participating Tribe Designees to execute and file on behalf of the Tribe a Stipulation of Dismissal With Prejudice.

13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Tribe hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

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

Signature: Cliff Bradshaw

Name: Cliff Bradshaw

Title: Sole Commissioner

Date: July 15, 2025

EXHIBIT E

Illustrative List of Released Entities

Sandoz Inc.
Novartis Pharmaceuticals Corporation
Novartis AG
Sandoz International GmbH
Novartis Manufacturing LLC
Novartis Institutes for Biomedical Research, Inc.
Novartis Corporation
Novartis Consumer Health

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWNS COUNTY SCHOOL DISTRICT, TOWNS COUNTY AND THE OFFICE OF THE TOWNS COUNTY SHERIFF

THIS AGREEMENT, (hereinafter referred to as the "Agreement"), made this 15 day of July, 2025 by and among the **TOWNS COUNTY SCHOOL DISTRICT**, by and through its Board of Education (hereinafter referred to as the "School District"), the **OFFICE OF THE TOWNS COUNTY SHERIFF** (the "Sheriff's Office"), and **TOWNS COUNTY** (hereinafter referred to as "Towns County");

W I T N E S S E T H:

WHEREAS, the Towns County Sheriff (the "Sheriff"), through the Sheriff's Office and in coordination with the School District, has instituted and established a School Resource Officer Program (the "SRO Program") that provides for the placement of Sheriff's Office certified law enforcement officers ("SROs") within the Towns County School District (the "School District"); and

WHEREAS, the School District agrees to implement the SRO Program in certain School District schools; and

WHEREAS, Towns County, the Sheriff's Office and the School District desire to establish the guidelines of the SRO Program and have a mutual understanding of the particular roles of each entity in relation to the SRO Program.

NOW, THEREFORE, for and in consideration of good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements contained in this Agreement, the parties do hereby agree as follows:

1.

PURPOSE

The School District, Sheriff's Office and Towns County agree that the purpose of the SRO Program is to provide resources and support for School District students, teachers, and staff in law enforcement related matters. These resources and support include: providing classroom instruction on law enforcement matters; allowing students to build positive relationships with law enforcement officers, in the form of SROs, in a non-confrontational setting; protecting persons and property on School District grounds; gathering information concerning criminal activity involving School District students on or off of School District grounds; investigating crimes that occur on School District grounds; and generally enforcing the laws of the State of Georgia on and around School District grounds. For the purposes of this Agreement, the term "Regular Academic Session" shall mean each period beginning on the first day class is in regular session at any School in August of one calendar year, ending on the last day that class is in regular session at any School in May or June of the following calendar year, each such period being comprised of no more than one hundred ninety (190) School District business days.

2.

POLICY

It is the policy of the Sheriff's Office to maintain up to two SRO's for the School District (hereinafter referred to from time to time individually as "School" and collectively as "Schools").

3.

CHAIN OF COMMAND

The SRO Program is part of the Sheriff's Office (the "Sheriff's office"), and all SRO Program personnel shall follow the chain of command of the Sheriff's Office. The Field Operations Commander shall serve as the SRO Program Coordinator for the Sheriff's Office, and the Senior SRO, as designated by the SRO Program Coordinator, will act as the day to day immediate supervisor of the SRO Program for the Sheriff's Office.

Each SRO shall be accountable administratively to the schools' principals. All School related activity must be coordinated by each SRO with such principal's office. When an SRO perceives that law enforcement action is required at a School, he/she is to notify the School principal prior to such action being taken, unless informational security due to a particular investigation is not to be compromised. However, in situations requiring immediate action, i.e. where a person(s) or School property may be in danger of serious harm, the SRO may, without first notifying the School principal, take appropriate law enforcement action to be followed by communication with the principal as soon as reasonably possible thereafter.

The SROs are first and foremost law enforcement officers and employees of the Sheriff's Office and, while performing duties as SROs, will remain employees of the Sheriff's Office with all rights, benefits and privileges attaching thereto. At any time during which the School District is not in Regular Academic Session, each SRO will report to the Sheriff's Office and perform duties as assigned by and through the Sheriff's Office chain of command. At anytime each SRO may be required to report to the Sheriff's Office chain of command. Upon request by the School District, the Sheriff's Office may approve additional School District related duties for SROs (e.g. as assigned) during periods when the School District is not in Regular Academic Session.

4.

SELECTION OF PERSONNEL AND MINIMUM REQUIREMENTS

The Sheriff, based upon criteria to be mutually established by the Sheriff's Office and the School District, shall appoint SROs. Appropriate School District personnel may participate in any interviews of prospective SRO candidates.

SROs will be sworn and certified law enforcement officers and will possess, at a minimum, these qualifications:

a. High School Diploma or General Educational Development (GED) Diploma.

b. Two (2) years' experience as a sworn and certified law enforcement officer.

c. Peace Officer Standards and Training (POST) Certification.

d. Valid Class I Driver's License and a satisfactory Motor Vehicle Record.

e. Demonstrated ability to work well with young people and educators.

f. Ability to prepare and present lesson plans on law enforcement related topics.

g. Ability to analyze complex problems and situations and to adapt quick, effective, and reasonable courses of action in such situations.

h. Ability to communicate clearly and effectively, both orally and in writing.

i. Skill in the care and use of firearms.

j. Possess necessary education and character.

k. Knowledge of federal, state and local laws and regulations governing law enforcement, and Sheriff's Office policies and procedures.

l. Knowledge of the processes and procedures of the criminal justice system and the requirements necessary to effectuate successfully bringing a criminal case to court.

m. Knowledge of the boundaries and geography of Towns County.

n. Knowledge of basic first aid and cardiopulmonary resuscitation (CPR) techniques.

o. Skills in the use of communications equipment, photographic equipment and other equipment typically utilized by law enforcement agencies.

p. Skills in interpersonal relations.

q. Skills in operating emergency vehicles/equipment.

5.

DISMISSAL OF SROS

In the event that the principal of a School to which an SRO is assigned believes that the assigned SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO Program Coordinator. Within a reasonable amount of time after receiving such notice from the principal, the SRO Program Coordinator shall advise the Sheriff of the principal's concerns. If the Sheriff so desires, the principal and the Sheriff, or their designees, may meet with the SRO to mediate or resolve any problems they may determine exist. Additionally, the SRO assigned to the School may be immediately re-assigned to another post by the Sheriff for any reason.

6.

SRO DUTIES AND RESPONSIBILITIES

Each SRO shall have the following duties and responsibilities, in addition to those described elsewhere in this Agreement:

a. Provide School District students, faculty, staff and visitors with the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting.

b Act as a deterrent to crime in School buildings, on School grounds, and in communities surrounding Schools, not only through their uniformed presence, but also by developing positive relationships with School District students, faculty and staff, and the communities surrounding the Schools.

c. Provide classroom instruction and act as a resource for information for School District students, faculty and staff concerning law enforcement topics.

d. Provide for the safety and security of School District students, faculty, staff and visitors.

e. Participate in at least one (1) parent/teacher organization meeting each Regular Academic Session at each of the SRO's assigned Schools, primarily for the purpose of explaining the SRO Program to parents of School District students.

f. Make himself/herself available, as time permits, for conferencing with students, parents and faculty members in order to assist them with issues of a law enforcement and crime prevention nature.

g. Respond to emergency situations that arise on School District grounds and take whatever appropriate law enforcement action is reasonable to resolve such situations.

h. Assist the Sheriff's Office Criminal Investigations Division in the investigation of crimes that occur on School District grounds. The SRO will contact Patrol Supervisor to assist him/her as determined to be needed by the SRO. In the event of a criminal investigation the SRO report the investigation to the Patrol Supervisor.

i. Enforce the laws of the State of Georgia.

j. Communicate with School administrators about law enforcement concerns on School District grounds as investigation permits.

k. Communicate with the appropriate government agency concerning any suspected child abuse, as required under the mandated reporter law, O.C.G.A. §19-7-5.

l. Be present on School grounds during normal School hours.

m. As needed, conduct formal interviews of School District students. The SRO shall adhere to Sheriff's Office and School District administrative policies regarding such interviews. Whenever possible, such interviews shall be audio-taped or video-taped.

n. Assist all local, state and federal law enforcement agencies conducting interviews, arrests or other actions related to the School District. The SRO will follow School District policy concerning such incidents.

o. Maintain a monthly written incident/activity report. This report will include all investigations, arrests, classroom instruction, interviews, hours worked, and any other important information concerning the SRO's activities during the month. The original report will be sent to the SRO Program Coordinator, with a copy being maintained by the SRO.

p. Maintain a "zero tolerance" policy on all criminal gang activities, illegal drug activities, and weapons on School District grounds. Criminal charges will be filed by the SRO regarding such activities as appropriate and case files sent to the courts of proper jurisdiction.

q. No SRO will be involved in the School District's disciplinary or truancy processes. The disciplining of students for violations of School District policies is solely the responsibility of the School District. A School principal may contact the SRO if he/she believes that an incident involves a violation of Georgia law, after which the SRO shall determine whether a law enforcement response is appropriate. SROs are not to be utilized by the School District for enforcing School District policies or monitoring duties of School District employees. Violations of School District policies observed by the SRO shall be brought to the attention of the appropriate School District administrator.

r. Attend pre-planning meetings with administration and instruction staff of the SRO's assigned Schools for a complete orientation of the SRO Program. These meetings should be held at least annually prior to the start of each Regular Academic Session. The SRO will attend other School District administration meetings when requested and/or as appropriate.

7.

SCHOOL DISTRICT DUTIES AND RESPONSIBILITIES

The School District shall provide to each SRO the following materials, training, and facilities, which are deemed essential to the performance of the SRO's duties:

a. An air-conditioned and properly lighted private office at a School, with access granted solely to the SRO (for security purposes), and a telephone line to be used for general business purposes.

b. A desk with drawers, a chair and a filing cabinet that can be locked and secured.

c. A personal computer with internet access and password protection capability.

d. A copy of relevant School District policies and procedures.

e. School operations training.

The Sheriff's Office will supply the SRO with the usual and customary office supplies and forms required for the performance of the SRO's duties.

8.

REVIEW OF SRO PROGRAM

a. SRO evaluations will occur in March of each year. A SRO Program Committee will perform all evaluations. The SRO Program Committee will consist of the School District Superintendent (or his/her designee), two (2) School District principals, and the SRO Program Coordinator. Each SRO will be provided a written evaluation report no later than April 30 of each year.

b. Evaluations of the SRO Program will occur in June of each year. The SRO Program Committee will review the overall performance of the SRO Program as it relates to the School District and the Sheriff's Office. Recommendations will be made, in the form of a written report by the SRO Program Committee concerning ways to enhance the performance of the SRO Program. The report will detail the evaluations of the SRO Program Committee and its recommendations. A copy of the report will be presented to the School District Superintendent and the Sheriff.

c. The SRO Program Committee will review all crime data concerning incidents involving the School District. The SRO Program Committee will make recommendations for each individual School based upon the review.

9.

COMPENSATION

The School District shall compensate the Sheriff's Office for providing SRO services annually in the amount of **75%** percent of the total salaries of the SRO's (the "Annual Compensation"). For the fiscal year beginning on July 1, 2025 the Sheriff's Office shall notify the School District in writing of any annual change in the Annual Compensation by July 1st of each year. The Commissioner's Office shall remit a payment request authorized by the Sheriff's

Office to the School District on a quarterly basis. In the event that any payment contemplated by this Paragraph becomes more than 30 days past due, the Sheriff's Office may thereafter immediately terminate this Agreement by providing written notice of such termination, and the reason therefore, to the School District.

10.

TERM

This Agreement will begin on July 1, 2025 and remain in full force and effect for the remainder of the School District 2025-2026 and Regular Academic Session until June 30, 2026.

11.

INDEMNIFICATION

Each party does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the other parties, their officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the performance of this Agreement, except as would relate to any injury, claim action, lawsuit, damage, judgment or liability caused by or contributed to by the negligence or reckless or intentional act of the complaining party, its officers, agents, servants, or employees to the extent of such negligence or reckless or intentional act.

12.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any Party.

13.

NOTICES

All notices required herein shall be in writing and delivered to each appropriate party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

To The School District:	Towns County School District 67 Lakeview Circle, Suite C Hiawassee, GA 30546
To Towns County:	Towns County Commissioner's Office 48 River Street Hiawassee, Georgia 30546
To The Sheriff's Office:	Towns County Sheriff's Office 4070 A Hwy 339 Hiawassee, GA 30546

14.

GENERAL PROVISIONS OF THIS AGREEMENT

14.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

14.2 No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by another party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a waiver of any such party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.

14.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

14.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

14.5 This Agreement may be executed in multiple counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

15.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements among the School District, the Sheriff's Office and Towns County and constitutes the full, complete and entire agreement between the parties with respect to the SRO Program; no member, officer, employee, representative or agent of the School District, the Sheriff's Office or Towns County has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by the School District, the Sheriff's Office and Towns County.

IN WITNESS WHEREOF, the School District, Sheriff's Office and Towns County, acting by and through their duly authorized representatives, have caused these presents to be executed all as of the Date Hereof.

As to THE SCHOOL DISTRICT, executed in the presence of:

TOWNS COUNTY SCHOOL DISTRICT

Witness

Dr. Darren Berrong, Superintendent

As to Towns County, executed in the presence of:

TOWNS COUNTY

Brenda McKinney

Witness

Cliff Bradshaw

Commissioner

As to the Sheriff's Office, executed in the presence of:

SHERIFF'S OFFICE

Alisa Pickard

Witness

Ken Henderson

Sheriff

LUMENSERVE

LumenServe℠ Quote

Customer:
Towns County
1100 Jack Dayton Circle
Young Harris, GA 30582

Attention:
Marty Roberts
911 Dispatch
Towns County
(706) 896-7460
911@townscountyga.com

Check Selected Service Type:

- [√] Tower Lighting as a Service®
- [ ] Tower Lighting as a Service® $1 Buyout - Capital Lease (See (1) below)
- [ ] Purchase and Installation of LED Lighting System - Services
- [ ] Purchase of Equipment
- [ ] Other

Special Notes:
Convert existing FAA Type A1 painted tower to FAA Type E1 dual mode tower → "Never Paint Your Tower Again".

Quote Date:	6/5/2025	
Quote Expiration:	8/1/2025	
Initial Term:	60	Months

Site Name	ASR #	FAA Type	Tower Lighting as a Service® – LED System NRC	LED System /mo	Assurance Warranty NRC	Assurance Warranty /mo	Compliance & Monitoring Services NRC	Compliance & Monitoring Services /mo	FAA Req'd On-site Inspections NRC	FAA Req'd On-site Inspections /mo	Data Plan NRC	Data Plan /mo	Total NRC	Total /mo
Hiawassee , GA	1018779	A1 → E1	n/a	$ 269.00	Service Included		n/a	$ 69.00	n/a	$ 89.00	n/a	$ 10.00	n/a	$ 437.00

	NRC	/mo
Sub- Total:	n/a	$ 437.00
Georgia Special Discount (10%):	n/a	($44.00)
TOTAL:	n/a	$ 393.00

Additional Terms (Check if Applicable):

n/a	(1) TLaaS® $1 Buyout - Capital Lease - Customer may purchase LED Lighting System for $1 at the end of the Initial Term, thereupon, the Lighting System asset will become the property of the Customer and other ancillary Services may be renewed annually thereafter at Customer's option.
n/a	(2) Lighting System purchase and/or installation requires 50% payment upfront and the remaining balance upon shipment or installation completion as applicable.
n/a	(3) Shipping costs are not included above and will be invoiced to Customer.
√	(4) Customer agrees to complete ACH Payment Form and make all payments using electronic ACH debit initiated monthly by LumenServe℠

Our Guarantee:

LumenServe℠ guarantees you up to five (5) years of flat rate pricing, plus full upfront transparency on the rates you will pay, for as long as you are a Customer.

Upon execution by Customer and LumenServe℠, this Quote, along with the Standard Terms and Conditions, serve as a Master Agreement ("Agreement") between the parties. Additional Services under this Agreement may by procured via supplemental Quotes executed by both parties. All defined terms are utilized pursuant to the Agreement. At the end of the Initial Term, or any subsequent Renewal Term, the Customer and LumenServe℠ may mutually agree to extend the Agreement for a one-year Renewal Term at a rate equal to the previous year's rate plus 4%. Quote does not include any applicable sales taxes, which will be included on the invoice and be the responsibility of the Customer. Payments by credit card will incur an additional 4% fee.

Signature Below or Valid PO Indicates Acceptance of Quote and Terms and Conditions

By: Cliff Bradshaw
Name: Cliff Bradshaw
Date: July 15, 2025

Office Use Only

LumenServe℠ Approval
By:
Name:

Our Value System

Customer Service Obsession ♦ Honesty & Integrity ♦ We Get Things Done
Efficiency Focused ♦ Grateful For Our Successes

4818 East Ben White Boulevard, #107, Austin, Texas 78741 • P: 512.580.4600

Rev 2022 10 04

Service Descriptions
See Page 1 of Quote for Services Included with Your Order

LED Lighting Systems

LumenServe℠ utilizes Dialight LED lighting systems across all tower types, unless otherwise noted in the Quote. Current specifications and data sheets are available at the links below:

LED Obstruction – Dual Red/White Medium Intensity – L-865/L-864 – Data Sheet

LED Obstruction – Red Medium / Low Intensity – L-864/L-810 – Data Sheet

LED Obstruction – High Intensity – L-856/L-864 – Data Sheet

LED Obstruction – Integrated Network, Embedded Monitoring (INEM) – Data Sheet

LED Obstruction – Accessories

Installation is performed using LumenServe℠ Installation Guidelines and Methodology and is all inclusive of labor, mobilization, materials, expenses, and Equipment. There are no hidden costs in our Installation Services which includes the following:

- Engineering / FAA Filings
  - On-site walk
  - Lighting circular validation
  - Build package & diagram
  - FAA Form 7460 completion in coordination with Customer
- Decommission of Old Lighting System
  - Old Lighting Fixtures
  - Old Lighting Cable for Medium Intensity Systems
  - Old Lighting Equipment
- LED System (per specifications above)
  - Equipment – Controller, Beacons, L-810 Side Lights
  - Lighting cable
  - Mounts and brackets
  - Installation hardware and materials
  - Note that High Intensity LED systems assume reuse of Customer existing power cabling and conduit unless otherwise specified.
- Installation – Comprehensive installation on-ground and above-ground by OEM certified installers pursuant to LumenServe℠ Safety Manual.
- Close Out Package
  - As-Built diagram
  - Photo documentation top-to-bottom

Assurance Warranty, Maintenance and Repair

Service Descriptions

See Page 1 of Quote for Services Included with Your Order

The Assurance Warranty Service ("Assurance Warranty") is provided to the Customer at LumenServe's cost and includes ongoing maintenance and repair of the Lighting System and associated Equipment ("Maintenance and Repair") and all associated costs including, but not limited to, Equipment, materials, parts, tower climbing and other labor. This Assurance Warranty is incorporated into the Agreement, and all defined terms utilized are pursuant to the Agreement. The Assurance Warranty covers all required Maintenance and Repair resulting from outages caused by Lighting System failure, Equipment failure, weather related failures, lightening, and other causes of failure. The Assurance Warranty is not applicable to outages directly caused by the Customer, its contractors, or its tenants on the tower site that results in damage to the lighting system. Compliance & Monitoring Services, as detailed below, must be ordered by Customer, and provided by LumenServe℠, in parallel with the Assurance Warranty.

Workmanship/Safety – LumenServe℠ will ensure that that all Service provided under this Assurance Warranty will be performed in accordance with workmanship standards prevalent in the industry, and all Equipment and parts thereof, utilized to provide such services, will meet all required industry and regulatory specifications. All labor pursuant to the current LumenServe℠ Safety Manual.

During the Term of the Agreement, LumenServe℠, at its cost and expense, will (a) provide Customer the parts, materials and labor for the maintenance as specified herein; (b) ensure that the hardware and software operate substantially in accordance with the Equipment manufacturer's specifications and those required by governing Federal, state and local authority; (c) install all necessary field change orders to ensure proper Equipment operation; (d) provide the full range of Maintenance and Repairs including, but not limited to, the following:

- Repair/ Maintenance/Replacement of Lighting System
  - Beacon(s) and L-810 side markers
  - Controllers/Power supplies
  - Other lighting system equipment
  - Cable, brackets, hardware
  - Shipping costs
- System Software / Firmware Updates
- RMA Management
  - RMA tracking
  - Shipping costs
- Project Tracking and Electronic Logbook
  - Installation
  - Maintenance and Repair
  - Equipment replacement
- Customer Reporting Includes
  - Repair/Maintenance logbook
  - RMA logbook

Compliance & Monitoring

Service Descriptions
See Page 1 of Quote for Services Included with Your Order

LumenServe℠ requires that its Compliance & Monitoring Services be provided as part of all TLaaS® Agreements as it is an integral part of the Assurance Warranty Service ensuring proper visibility, status notifications, alerts, and remote diagnostics of the Lighting System to LumenServe℠. Compliance & Monitoring Service includes the following:

- Monitoring of Lighting System
  - Proactive Monitoring of Lighting System
  - Polling Every 5 Minutes
  - 24/7/365 Monitoring
  - Remote Diagnostics
  - Daily Logs, 2+ Years Storage
- FAA Compliance & Reporting
  - FAA NOTAM Reporting
  - NOTAM Tracking
  - NOTAM Resolution
  - Lighting Circular Validation
- Customer Reporting
  - NOTAM reporting to Customer
  - Quarterly Daily Logs Report, provided quarterly
  - Notification of FAA rules changes
  - Compliance events
- Installation/Repair/Maintenance of Monitoring System
  - For Customers with TLaaS®, TLaaS® with $1 Buyout, or Purchase & Installation of a Lighting System with Compliance & Monitoring Services, LumenServe will install the monitoring system Equipment. Repair and Maintenance of the Monitoring System is covered under the Assurance Warranty Service (detailed above) if included in the Services ordered by the Customer.

FAA Required On-site Inspections

LumenServe℠ provides the full suite of the FAA required on-site inspection services. Services will be tailored for your specific FAA tower style and applicable FAA Circular revision for the subject site. Services include:

- Quarterly Lighting Inspections (QLI)
  - Quarterly Inspection

- Standards checklist
- System Health Test per OEM specifications including cycling between day, twilight and night mode as applicable
- QLI Report sent to Customer on a quarterly basis
- On-site Lighting System verification
- 7/8" Rule testing from ground

- Annual Paint Inspections
  - Annual Paint Test (Top Portion of Tower)
  - Documented in Log
- Biennial Lens Inspections
  - Biennial Lens Inspection by climb or drone
  - Biennial Lens Report with photo documentation

Data Plan

The LumenServe℠ Data Plan is a Machine to Machine (M2M) platform with options to use the best available signal from the three major carrier networks – AT&T, Verizon, and T-Mobile. The Data Plan includes:

- M2M Data Bandwidth
- Transmission Equipment
- Transmission Equipment installation
- SIM Card
- SIM Provisioning Setup and Testing
- Ancillary Antenna (If necessary, to optimize)

Standard Terms and Conditions

These Standard Terms and Conditions together with the Quote, and any subsequent or amended Quotes, taken together, constitute a MASTER AGREEMENT ("Agreement") made and entered into as of the date set forth on such Quote ("Effective Date") between the Customer, whose name and place of business is indicated on the Quote in the Customer section ("Customer"), and LumenServe, Inc., having a principal place of business at 4818 East Ben White Blvd. Suite 107, Austin, Texas 78741 ("Company").

Article 1
PRODUCTS AND SERVICES

1.1 **Products.** Tangible property, equipment, cabling, material, and software comprising one or more Lighting Systems installed by the Company and sold or leased to the Customer ("Products").

1.2 **Services.** Installation, assurance warranty, compliance, monitoring, and other services performed or provided by the Company for the Customer as described in Quote hereto ("Services").

1.3 **Lighting Systems and Sites.** The Quote provides a list of the installation sites and a description of the Lighting Systems ("Lighting Systems") and related Products and Services provided by the Company and the associated pricing and terms for each site.

1.4 **Ownership of Equipment.** Except for Products purchased by Customer as set forth in the Quote, (i) all Lighting Systems and associated Equipment (as defined in Section 4.2.1 below) will remain the sole property of the Company following installation, and the Customer will have no ownership interest in the Lighting Systems, (ii) the Company will be entitled to grant a security interest in the Lighting Systems and associated Equipment to any lender providing financing to the Company, and Customer will cooperate with the Company in perfecting any such security interest, and (iii) upon termination or expiration of this Agreement for any reason, the Company has the right to remove the Lighting Systems and associated Equipment from the tower sites.

1.5 **Power.** Unless otherwise provided in the Quote, the Customer is solely responsible for the provision of electric power to the tower site, and the Company is not responsible for any service outages resulting from an interruption in power supply.

1.6 **Damage and Repair.** The Company will repair any damage to any Lighting System leased to the Customer regardless of cause. The Customer will be responsible for any damage to the Lighting System caused by its actions or inactions and will promptly pay or reimburse the Company for any repairs necessitated by such damage. In the event of damage to the Lighting System by third parties, the Customer will cooperate with the Company in exercising any requests for reimbursement or legal remedies against such third parties if required.

Article 2
SERVICES TERM AND TERMINATION

2.1 **Services Term.** This Agreement will commence on the Effective Date and will remain in full force for the period identified in the Quote from the date of installation (the "Initial Term") or until terminated as provided herein. In the event that a Quote covers more than one site, the Initial Term will be measured from the date of the last site installation. The Initial Term and any Renewal Term(s) may be referred to herein collectively as the "Term".

2.2 **Services Renewal.**

2.2.1 **Automatic Extension.** The Term of this Agreement will be automatically extended for successive one-year periods (each a "Renewal Term") unless either party provides written notice of termination to the other party at least forty-five (45) days prior to the scheduled expiration of this Agreement.

2.2.2 **Agreement Extension.** The Term of this Agreement may be extended for a period of more than one year upon mutual agreement of the parties.

2.3 **Early Termination of this Agreement.**

2.3.1 **By the Company.** The Company may terminate this Agreement during its Term for cause if Customer fails to substantially comply with the terms of this Agreement after thirty (30) days prior written notice to Customer that describes the reason for termination and that is not cured to the Company's reasonable satisfaction within such 30-day period. Notwithstanding the foregoing, the Company reserves the right to terminate this Agreement for Customer non-payment by the stated invoice due date, if payment from for all outstanding balances is not received within ten (10) days of written notice of termination for non-payment.

2.3.2 **By the Customer.** The Customer may terminate this Agreement during its Term for cause if the Company fails to substantially provide the Services as warranted and such failure is not cured to the reasonable satisfaction of the Customer within 60 days after written notice to the Company that describes such failure in reasonable detail. Customer may terminate this Agreement as to all or a portion of the Lighting Systems without cause upon not less than 60 days prior written notice, subject to payment of early termination charges as described in Section 2.4 below.

2.4 **Early Termination Penalty.** In the event that, prior to the end of Term, the Company terminates this Agreement pursuant to Section 2.3.1 above, or the Customer terminates this Agreement without cause pursuant to Section 2.3.2 above, then Customer shall pay all reasonable expenses incurred by the Company in effecting termination of Services (including costs of removal of the affected Lighting Systems owned by the Company and any third-party termination charges) and shall also pay to the Company an early termination charge equal to the number of months remaining in the Term multiplied by the monthly Recurring Charges.

2.5 **Effects of Termination.** Upon any termination, the Company is expressly authorized to enter the premises of the Customer where any Lighting System or related Equipment owned by the Company is located and take possession of and remove such Lighting System and related Equipment. The Customer agrees to pay the Company the replacement value of such Lighting System or Equipment if Company is not permitted by Customer to recovered Equipment in accordance with this Section 2.5.

2.6 **Survival.** In the event of any termination or expiration of this Agreement, Articles 7, 8, and 9 hereof shall survive and continue in effect.

Article 3
FEES AND PAYMENT TERMS

3.1 **Payments.** All payments are in U.S. Dollars. The charges for the Products and/or Services under the Agreement are categorized as "Product Charges", "Recurring Charges" or "Non-Recurring Charges". The Company will invoice Customer monthly for Recurring Charges. The Company will invoice Customer for Non-Recurring Charges as they are incurred. Customer's first and last invoices may include prorated charges. For Services, the Company will invoice the Customer monthly in advance for Services being provided. Promotional pricing and terms or other pricing commitments contained in the Quote will expire in accordance with the terms applicable to each promotion or commitment, without further notice to Customer. Upon the expiration of any such promotion or commitment, prices may be revised in accordance with the Company's then-current standard pricing. For Products purchased by Customer, Customer agrees to pay an up-front Product Charge, if any, as stated in Quote and any remaining amounts as invoiced by the Company. Customer agrees to pay each invoice in full within 30 days of the invoice date.

3.2 **Late Payment Fees.** Any overdue payments will bear a "Late Payment Fee" of one and a half percent (1.5%) per month or the maximum rate allowed by law, whichever is lower, from the original payment due date until paid in full. Customer is also responsible for all other costs and legal fees incurred in collecting unpaid amounts, unless otherwise ordered by a court in any action to collect those unpaid amounts. The Company reserves the right to assess a fee for any check returned for insufficient funds, which fee shall be the lesser of $30 or the maximum rate allowed by law.

3.3 **Invoice Dispute.** To dispute the amount or accuracy of any invoice, Customer must notify the Company in writing no later than the due date of the invoice detailing the disputed charges. Notwithstanding any provision to the contrary herein contained, no payment due under the Agreement, whether disputed or undisputed, is subject to withholding, reduction, set-off or adjustment by any nature by the Customer.

3.4 **Taxes and Fees.** The pricing terms set forth in Quote may not include all applicable federal, state and local taxes or regulatory fees, assessments and surcharges ("Taxes and Fees"), all of which are the responsibility of the Customer. Taxes and Fees are subject to change without notice during the Term of the Agreement. If Customer fails to pay any such Taxes and Fees when due, the Company reserves the right to make such payments or like

charges, together with all penalties and interest which may have been added because of Customer's delinquency or default, and Customer will promptly reimburse the Company for any amounts so paid.

3.5 **Additional Customer Responsibilities.** In addition to Customer's other responsibilities under the Agreement, Customer agrees that Customer and anyone using the Services will: (i) comply with all federal, state, and local laws, rules, regulations, tariffs, and orders of courts of competent jurisdiction that apply to the Products, Services or this Agreement ("Applicable Laws"); (ii) be solely responsible for establishing and maintaining security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to the computers, services or other equipment related to the Services; and (iii) authorize and identify to the Company in writing at least one individual who is authorized to represent Customer on any aspect of the Services and Customer's account (including, all requests for moves, additions, deletions or changes to the Services).

3.6 **Lawful Payments.** It is understood and agreed that the payments to be made under this Agreement are payable only out of current designated and lawfully appropriated funds of the Customer.

Article 4
SERVICES TO BE PERFORMED BY THE COMPANY

4.1 **Service Period.** The Company will provide to Customer the Services identified in Quote during the Term or until such earlier date on which this Agreement is terminated in accordance with the termination provisions contained herein.

4.2 **Equipment.**

4.2.1 **Equipment.** "Equipment" means all the Lighting Systems, equipment, structures, enclosures, cabling, hardware and software owned by the Company to enable the provision of Services to the Customer.

4.2.2 **Technology.** To provide the Services, the Company reserves the right to select in its sole discretion the Equipment required to deliver the Services unless otherwise specified in the Quote. The Company also may change the manner in which the Services are provisioned at any time without notice, provided such change does not adversely affect the quality and/or functionality of the Services. The Company will replace at no charge to Customer any Equipment that does not perform to the specifications herein, unless the Company determines, in its sole discretion that the Equipment failure was a direct or indirect result from the Customer's acts or omissions.

4.2.3 **Use and Care.** Customer agrees to comply with all instructions and requirements regarding the use and/or care of the Equipment, and take reasonable measures to protect the Equipment at all times. Customer further agrees to pay the Company the replacement value of any Equipment that is lost, stolen or damaged as a result of the Customer's act or omission.

4.3 **License Grant.** Customer grants to the Company an exclusive, non-revocable license ("License") to use those parcels of real property at the Customer locations that the Company deems necessary to install, operate and maintain the Equipment in order to provide the Services. Equipment is limited to the equipment necessary to provide the Services to the Customer as specified in this Agreement and any Customer issued Purchase Orders. Notwithstanding any other provision of this Agreement, it is expressly understood that all rights granted to the Company under this License are continuous, ongoing and irrevocable for so long as Customer owns or leases such real property, but only to the extent permitted by law. The Company is authorized to use the Equipment and real property for any activity in connection with the provision of Services.

4.4 **Equipment Installation.** The Company may be required to install Equipment at the Customer's premises, which Equipment will remain the Company's sole property at all times and will not be considered Customer equipment except to the extent set forth in Quote or as otherwise agreed in writing between the parties. In the event any Equipment (or any portion thereof) is or becomes physically affixed or attached in any manner to real estate at the Customer premises, in no event will the Equipment be deemed to constitute a "fixture" of such real estate but rather will remain personal property at all times. At the request of the Company, the Customer will furnish a appropriate waiver with respect to the Equipment from any person claiming an interest in any personal or real property where the Equipment is located.

4.5 **Service Installation Date.** The "Service Installation Date" is the date that the Company first provides the Services to the Customer.

4.6 **Customer Acceptance.** The Customer acceptance date will be the Service Installation Date of the Services.

4.7 **Method of Performing Services.** The Company and its personnel will determine the method, details, and means of performing the work to be carried out for the Customer. The Customer shall have no right to, control the manner or determine the method of accomplishing such work. Customer may, however, require Company personnel to observe the security and safety policies of Customer.

4.8 **Change Orders.** To initiate a change order, a revised Quote shall be signed by the Customer in order to modify, reduce, or increase the Products and/or Services to be provided.

Article 5
SERVICES CUSTOMER OBLIGATIONS

5.1 **Access to the Services.** Customer agrees to monitor the use of the Services to prevent inappropriate use, and to maintain and prevent unauthorized access to confidential information, including the confidentiality of any passwords and account information required for access to Services. Customer will promptly notify the Company of any unauthorized or inappropriate use of the Services or Equipment including breach of security, or other damage, loss or theft.

5.2 **Information Access.** Customer agrees to provide all information, access and support reasonably required for timely installation and proper use of the Services. Customer further agrees to assist the Company in securing all necessary licenses, permits, and consents for installation of Equipment as necessary to provide the Services. Customer is responsible for locating pre-existing facilities of other providers, such as utilities and underground facilities, including the cost for such location, in addition to those listed in the Quote.

5.3 **Lawful Use.** Customer agrees: (1) that Services may be used solely by those entities listed in the Quote as being eligible to participate with Customer in obtaining the Services; (2) not to use the Services for any purpose that is unlawful or that is not contemplated or prohibited by this Agreement; and (3) to abide by all applicable local, state, laws and regulations, tariffs and orders of courts of competent jurisdiction that apply to the services.

5.4 **Alterations, Additions or Improvements.** Customer will not make any alterations, additions or improvements to the Equipment or remove Equipment from a service location without the Company's prior written consent. Customer shall not engage in any activity or construct any new structure which may interfere mechanically, electrically or operationally with the Equipment.

Article 6
PRODUCT SALES

6.1 **Product Delivery.** For Products sold to the Customer, the Company will deliver to Customer the Products and quantities as listed in the Quote. Upon delivery of the described Products to the Customer's location(s), Customer will bear solely the risk of loss regardless of any breach by the Company of any provisions hereof.

6.2 **Product Installation.** As provided in the Quote, the Company may provide for the installation of Products as required and will determine the method, details and means of performing the work to be carried out for Customer. Customer shall have no right to control the manner or determine the method of accomplishing such work. Customer may, however, require the Company's personnel to observe the security and safety policies of Customer. The Company will coordinate with the Customer to establish a reasonable installation plan. Installations done outside normal company hours may result in additional costs for the Customer.

6.3 **Use of Subcontractors.** Customer acknowledges that the Company may install the Products using subcontractors, and that the Company reserves the right to substitute such subcontractors with others, in its sole discretion.

6.4 **Product Installation Customer Obligations.** For indoor installations, the Customer agrees to provide, at no cost to the Company, a clean, dry, and temperature-controlled place for installing the Products, all-electrical outlets and power hookups, and any related facilities as specified by the Company. The Customer also agrees to pay for all extra or additional work performed and additional materials furnished in accordance with a change order.

6.5 **Return of Products Sold.** Return of Products sold to Customer is only allowable in accordance with the Product manufacturer's warranty provisions.

6.6 **Removal of Products.** If the Customer has failed to pay the agreed purchase for any Product and such payment is past due for 30 days or more after written notice to the Customer, the Customer will grant full access to the Company to remove such Products and take possession of all or part of such Products, and Customer will hold the Company harmless for taking such actions. Customer will be liable for the all cost associated with removal of the Products. Removal of the Products does not relieve Customer of its obligations under this Agreement.

Article 7
WARRANTIES

7.1 **Product Warranties.** The Company represents and warrants Products sold to Customer solely in accordance with the Product manufacturer's warranty.

7.2 **Services Warranties.** The Company represents and warrants that its Lighting Systems are engineered and installed, and the Company's operations procedures are designed and implemented, to provide the Services in accordance with prevailing industry standards for similar services, and that the Company will make commercially reasonable efforts to provide the Services in conformance with such standards. This warranty will apply solely to access to the Services, and will not apply to any outage, loss or damage (1) caused by factors outside of the Company's reasonable control; (2) resulting from any action or omission of the Customer or any third party; (3) resulting from scheduled maintenance or required repairs; or (4) resulting from equipment or any other item not provided by the Company. Any liability on the part of the Company for a breach of this warranty is strictly limited by Article 8.

7.3 **Warranties Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2, THE COMPANY PROVIDES PRODUCTS AND/OR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE PRODUCTS AND SERVICES IS AT ITS OWN RISK. THE COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT AND/OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE, OR THAT DEFECTS IN THE OPERATION OF THE PRODUCT AND/OR SERVICES WILL BE CORRECTED. THE PARTIES AGREE THAT ALL LIABILITY FOR A BREACH OF WARRANTY BY THE COMPANY IS STRICTLY LIMITED TO THOSE DESCRIBED IN THE PRODUCT MANUFACTURERS WARRANTY AND SECTION 8 BELOW. THE COMPANY DOES NOT REPRESENT THAT PRODUCTS AND/OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES THESE CONTAIN.

7.4 **Customer Warranties.** Customer represents, covenants and warrants that (1) Customer is a fully constituted entity, agency, political subdivision, or public corporation of the state in which it is located; (2) this Agreement has been executed on behalf of Customer by persons who are duly authorized officers thereof; (3) this Agreement constitutes the legal, valid, and binding obligation of Customer enforceable in accordance with its terms; (4) Customer has complied with all public bidding, notice and hearing requirements where applicable, and by due notification presented this Agreement for approval and adoption as a valid obligation on its part; (5) Customer reasonably believes that funds can be obtained sufficient to make all payments during the Term; (6) the officer of Customer responsible for budget preparation will do all things lawfully within his/her power to obtain, maintain and properly request and pursue funds from which the payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his/her bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved.

Article 8
LIMITATIONS

8.1 **Limitations.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE UNDER ANY THEORY, INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, DAMAGES FOR LOSS OF DATA, LOSS OF USE OF COMPUTER HARDWARE, DOWNTIME, LOSS OF GOODWILL, LOSS OF BUSINESS, OR COMPUTER HARDWARE MALFUNCTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY'S LIABILITY TO THE CUSTOMER UNDER ANY PROVISION OF THIS AGREEMENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONAT CHARGE TO THE CUSTOMER FOR THE AFFECTED SERVICES OR EQUIPMENT FOR THE PERIOD DURING WHICH THE ERROR, OMISSION, INTERUPTION OR DEFECT OCCURED. THE PARTIES ACKNOWLEDGE THAT THE OTHER PARTS OF THIS AGREEMENT RELY UPON INCLUSION OF THIS SECTION. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, the limitations listed in this Section fully apply only to the extent permitted by law. Except as expressly provided herein, in no event will the Company be liable for any consequential, punitive or other damages under the Agreement, it being agreed that the Company's liability will be limited to the amounts actually received by it under the Agreement.

Article 9
GENERAL PROVISIONS

9.1 **Notices.** Any notices or other communications required or permitted under this Agreement shall be in writing and deemed to have been duly given and delivered when delivered in person, by electronic communication as long as this communication provides the required documentation with written signature, three (3) days after being mailed postage prepaid by certified or registered mail with return receipt requested, or when delivered by overnight delivery service to the recipient at the following address, or to such other address as to which the other party subsequently shall have been notified in writing by such recipient:

If to the Company:

LumenServe, Inc.
4818 East Ben White Blvd., Suite 107
Austin, Texas 78741

If to the Customer:

Customer Name and Address in Quote

9.2 **No Discrimination.** The Company agrees that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, or natural origin in any manner prohibited by the laws of the United States.

9.3 **Insurance.** To the extent that Company personnel install Equipment at the Customer's premises, Customer shall maintain "all risk" property insurance to include Fire, Theft, Vandalism, Windstorm, Hurricane and Hail, as well as comprehensive general liability insurance, including broad form property damage. Property limits should be equivalent to the value of the Equipment or as otherwise requested. Any loss or damage of the tower site not caused by the Company will not affect the Customer's obligations under the Agreement.

9.4 **Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of the Services and contains all the covenants and agreements between the parties with respect to the rendering of such Services. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party that are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

9.5 **Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.

9.6 **Binding Agreement.** The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties.

9.7 **Waiver.** Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties herein are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances.

9.8 **Assignment.** Except as expressly provided herein, the rights, obligations and duties of the parties hereunder may not be assigned or delegated without the other party's prior written consent, except that the Company may assign this Agreement to an affiliate or to a successor to its business.

9.9 **Conflicting Terms.** If there is a conflict among the terms in these Standard Terms and Conditions and Quote or any subsequent amended Quote, the terms of Quote or such subsequent amended Quote shall control.

9.10 **Force Majeure.** The Company shall not be liable to Customer for any failure or delay caused by events beyond the Company's control, including, without limitation, the Customer's failure to furnish necessary information, acts of God, sabotage, failures or delays in transportation or communication, failures or substitutions of Products, labor disputes, accidents, shortages of labor, fuel, raw materials or Products, or technical failures.

9.11 **Assumptions and Contingencies.** The Company is relieved of its obligation to provide the Products and/or Services if certain preconditions to installation which are outside the control of the Company do not occur. Examples of such preconditions include the issuance of all applicable permits and other regulatory approvals under terms and conditions acceptable to the Company, and the execution of any necessary contracts with third parties under terms and conditions acceptable to the Company. If such preconditions do not occur, the Company will either renegotiate in good faith with the Customer or offer to terminate this Agreement with no termination penalties for either party.

9.12 The Company's obligation to perform under this Agreement are based and contingent on the following pre-conditions list including, but not limited to:

- Obtaining the necessary permits and licenses.
- Acquiring the necessary ground rights and land contracts.
- Obtaining required third party contracts.
- Signing of all required consents of all governmental entities.
- Receipt of satisfactory credit check(s) regarding the Customer.

9.13 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

9.14 **Use of Customers Name.** The Company may use Customer's name as a customer, including a general description of the services provided, in its proposals, quotes, client lists, case studies, and in other promotional information.

9.15 **Captions and Section Headings.** The various captions and section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of any of the provisions of this Agreement.

Caliber PUBLIC SAFETY
Colossus, Incorporated

Quotation/Order Form

Quote For:
Towns County 911 GA
Marty Roberts
1298 Jack Dayton Circle
Young Harris, GA 30582

Quote #: Q-05428 - 1
Create Date: 6/12/2025 10:47 AM
Expires On: 9/10/2025
Payment Terms: Net 30

Customer Success Manager: Connie Thomaschek
Phone: (336) 397-5300
Email: cthomaschek@caliberpublicsafety.com
Orders Fax: (866) 368-8602

Product Code	Product Description	Location	Qty	Price Each	Extended
CAD					
DS-GIS-SILVER	GIS Services Package (Silver - 32Hrs). 24 hours plus 8 hrs from previous year Hours are good for 1 year from date of purchase. All data is customer provided -- Caliber Public Safety makes no spatial or data accuracy claims.	Little Rock	1.00	$5,760.00	$5,760.00
				CAD TOTAL:	$5,760.00

Year 2 Total Annual Maint, Support & Subscription: $0.00

Order Total: $5,760.00

Acceptance:

Colossus, Incorporated

Signature: Chad Brymer
Name (Print): Chad Brymer
Title: VP Operations
Date: 7/18/2025

Towns County 911, GA

Signature: Cliff Bradshaw
Name (Print): Cliff Bradshaw
Title: Sole Commissioner
Date: 7-15-25

Please sign and email to Connie Thomaschek at cthomaschek@caliberpublicsafety.com or fax to (866) 368-8602

Terms & Conditions

1) This Quotation incorporates by reference the following signed document(s) between COLOSSUS INCORPORATED (herein referred to as Caliber Public Safety) and Customer: i) Master Purchase License & Services Agreement, ii) RMS Software as a Service Agreement, iii) End User License Agreement, iv) Software Maintenance Terms, and/or v) Statement of Work, as applicable.
2) Upon signing of this Quotation or Caliber's receipt of Customer's purchase order, Customer shall be invoiced 100% for all products and services set forth on this Quotation, which invoice shall be payable net 30 days from the date of invoice.
3) Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
4) Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Caliber Public Safety.
5) The parties agree that should there be a conflict between the terms of this Quotation and the terms of one or more of the Agreements set forth in Section 1 herein, the terms of this Quotation shall govern.
6) Each party executing this Quotation acknowledge and warrant that (he)/(she) is duly authorized by Caliber Public Safety and/or the Customer to execute this Quotation on Caliber Public Safety's and/or the Customer's behalf.
7) Transmission of images of signed Quotation by facsimile, email or other electronic means shall have the same effect as the delivery in person of manually signed documents.
8) Estimated Travel Expenses are included up to $0.00. Anything above this amount will be handled via change order.

Proclamation: 75th Anniversary of the Georgia Mountain Fair

WHEREAS, the Georgia Mountain Fair has been a cherished tradition in Towns County since its inaugural event in 1950, held in the scenic community of Hiawassee, Georgia, nestled amid the beauty of the Blue Ridge Mountains; and

WHEREAS, for seventy-five years, the Georgia Mountain Fair has celebrated the rich heritage, culture, and spirit of our region, showcasing the music, arts, crafts, and culinary traditions of our mountain community; and

WHEREAS, the Georgia Mountain Fair has become one of the most significant contributors to the economic vitality of Towns County, drawing thousands of visitors annually and providing a vital boost to our tourism industry upon which many of our local businesses and families depend; and

WHEREAS, the success and longevity of the Georgia Mountain Fair are a testament to the outstanding community partnership it represents, with local residents, organizations, and businesses lending their unwavering support through countless volunteer hours, collaboration, and shared pride in this extraordinary event; and

WHEREAS, the Georgia Mountain Fair serves not only as an economic engine but also as a gathering place for friends, neighbors, and visitors to come together in the spirit of fellowship, hospitality, and celebration;

NOW, THEREFORE, I, Cliff Bradshaw, Sole Commissioner of Towns County, Georgia, do hereby proclaim this year as the

75th Anniversary of the Georgia Mountain Fair

and urge all citizens, organizations, and visitors to join in honoring this milestone, recognizing its profound impact on our community, and supporting the Fair's continued success for generations to come.

IN WITNESS WHEREOF, I have hereunto set my hand this day, in the year 2025, and encourage all to celebrate the enduring legacy and bright future of the Georgia Mountain Fair.

Cliff Bradshaw
Sole Commissioner, Towns County, Georgia

STATE OF GEORGIA
COUNTY OF TOWNS

CONTRACT FOR TAX COLLECTION SERVICES

PARTIES

THIS AGREEMENT is made this 15th day of July, 2025 between the CITY OF YOUNG HARRIS, GEORGIA, a municipality, incorporated and chartered under the Constitution and Laws of the State of Georgia, hereinafter referred to as "City", and TOWNS COUNTY, GEORGIA, a political subdivision of the State of Georgia, by and through its Sole Commissioner, hereinafter referred to as "County".

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Towns County Tax Commissioner (hereinafter "Tax Commissioner") bills, processes, receives and collects ad valorem taxes levied on real and personal property existing in the County;

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the County may contract with the City of Young Harris for the purpose of billing, processing, receiving and collecting ad valorem taxes levied by and on behalf of the City;

WHEREAS, pursuant to O.C.G.A. § 48-5-359.1(a), any agreement between the County and the City for the billing and collection of ad valorem taxes shall be subject to the approval of the Tax Commissioner, and shall specify an amount to be paid by the City to the County as compensation for such ad valorem tax billing and collection services, which amount shall substantially approximate the actual cost of such services to the County;

WHEREAS, the City has, by separate agreement, contracted with the Towns County Tax Commissioner for collection of City taxes with such agreement providing for separate payments due to the Tax Commissioner for his services;

WHEREAS, the County agrees and consents to the provision of municipal ad valorem tax collection services by and through the Tax Commissioner for the City as such services will result in cost savings and a more efficient delivery of services to all County and City citizens;

WHEREAS, as payment for said ad valorem tax billing and collection services, the County shall be compensated by the City in an amount which substantially approximates the actual cost to the County of providing said services; and

WHEREAS, the Parties desire to enter into this Agreement for such services according to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, it is now agreed between the Parties as follows:

I. REPRESENTATIONS OF THE PARTIES

Each party hereto makes the following representations and warranties, which are specifically relied upon by the other party as a basis for entering this Agreement:

a) The Young Harris City Council has authorized the City to enter this Agreement at a public meeting duly advertised pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*; and

b) The Towns County Sole Commissioner has authorized Towns County to enter this Agreement at a public meeting duly advertised pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

II. SERVICES TO BE PROVIDED

- The City shall, for each current tax year during the term of this Agreement, submit to the Tax Commissioner, on or before June 1 of each such current tax year, appropriate documentation setting forth the millage rate adopted by the City for such tax year.

- The City shall, when information or documentation is requested by the County or the Tax Commissioner, respond timely to such requests and shall otherwise cooperate fully with the County and the Tax Commissioner in order to bill and collect City taxes.

- The County shall, by and through the Board of Tax Assessors, receive real and personal property tax returns, as well as applications for homestead exemptions for property located within the City in the same manner that tax returns and homestead applications are received for property located in the unincorporated area of the County.

- The County shall, acting by and through the Tax Commissioner, have the discretion and authority to invoke any remedy permitted to the City for collection of said taxes, and the City agrees to cooperate fully when requested by the County or Tax Commissioner.

- The Tax Commissioner shall, upon the collection of current or delinquent taxes on behalf of the City, promptly forward such funds to the City, less the compensation due the County as provided for in this Agreement.

III. COMPENSATION

During the term of this Agreement, the City will pay to the County the sum of one percent (1 %) of the taxable digest amount for property taxes as the County's fee pursuant to O.C.G.A. § 48-5-359.1. The Tax Commissioner shall retain and shall deduct the one percent (1%) compensation provided for in this paragraph from all current and delinquent taxes collected, and from all penalties and interest collected based thereon, on behalf of the City prior to the payment of such taxes over to the City. The Tax Commissioner shall promptly pay the retained one percent (1%) directly to the County. The parties expressly agree that this one percent (1%) compensation substantially approximates the actual cost to the County for providing the services in this Agreement.

IV. TERM

The initial term of this Agreement shall commence with the 2025 Tax Digest and terminate on December 31, 2025 at midnight. Unless terminated as otherwise provided herein, this Agreement shall automatically renew on January 1, 2026 for a one year term that will end at midnight on December 31, 2026, and for four additional one year terms, the last of which shall end at midnight on December 31, 2030, and until all taxes due and payable are collected for those years.

V. TERMINATION OF AGREEMENT UPON NOTICE

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by giving ninety (90) days written notice to the other party. If notice of other party is given by either party during an active billing cycle in which the municipal taxes have already been applied to the county tax bills, then such termination will not occur until January 1st of the succeeding year. A copy of any notices sent pursuant to this paragraph shall be provided to the Tax Commissioner.

This Agreement supersedes any and all agreements between the parties with respect to the rendering of services and contains all the covenants and agreements between the parties with respect to the rendering of those services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, written or oral, have been made by either party that is not embodied in this Agreement.

This Agreement is made and entered into under the laws and Constitution of the State of Georgia, and the rights and obligations of the parties shall be governed by and shall be construed according to the laws and Constitution of the State of Georgia.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals in duplicate, each to be considered as an original, on the day and year hereinabove written.

CITY OF YOUNG HARRIS, GEORGIA

Andrea Gibby, Mayor

Attest:
Nicolette Wade, City Clerk

TOWNS COUNTY, GEORGIA

Cliff Bradshaw

Cliff Bradshaw, Sole Commissioner

Brenda McKinney

Attest:
Brenda McKinney, County Clerk

substantially approximates the actual cost to the County for providing the services in this Agreement.

IV. TERM

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This Agreement supersedes any and all agreements between the parties with respect to the rendering of services and contains all the covenants and agreements between the parties with respect to the rendering of those services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, written or oral, have been made by either party that is not embodied in this Agreement.

This Agreement is made and entered into under the laws and Constitution of the State of Georgia, and the rights and obligations of the parties shall be governed by and shall be construed according to the laws and Constitution of the State of Georgia.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals in duplicate, each to be considered as an original, on the day and year hereinabove written.

CITY OF YOUNG HARRIS, GEORGIA	**TOWNS COUNTY, GEORGIA**
Andrea Gibby, Mayor	Cliff Bradshaw, Sole Commissioner
Attest: Nicolette Wade, City Clerk	Attest: Brenda McKinney, County Clerk

Rec'd via email N.Wade