

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF NEWTON COUNTY, GEORGIA
APPROVING AND AUTHORIZING AND THE TERMS OF A MASTER LEASE AND RELATED
DOCUMENTS FOR THE PURCHASE OF CERTAIN VEHICLES**

WHEREAS, Newton County, Georgia (the "County") was duly created and is validly existing and has the power to enter into leases for certain equipment pursuant to O.C.G.A. Title 36, Chapter 60; and

WHEREAS, the Board of Commissioners of the County (the "Board") wishes to authorize and direct the execution and delivery of certain lease documents; to provide a statement of legislative findings and intent; to designate such leases as qualified tax-exempt obligations; to provide an effective date; and for other purposes.

NOW BE IT THEREFORE RESOLVED:

Section 1. The Board finds that the leasing of certain property pursuant to an amended and restated addendum (the "Lease Addendum") to that Master Lease (the "Master Lease"), dated as of October 22, 2011, with the Bank of North Georgia, a division of Synovus Bank, is essential to the operation of the governmental functions of the County. The terms of such Master Lease, as described in Exhibit A attached hereto and made a part hereof, are hereby approved. The execution and delivery of the Lease Addendum and such other documents as may be necessary to effectuate these purposes are authorized.

Section 2. The Chair of the Board or, in his absence, any Vice Chair is hereby authorized and directed in the name and on behalf of the County to execute and deliver the Master Lease in substantially the form presented to this meeting, with such changes and additions as shall be approved by the officer who executes the same, and such other documents as shall be deemed by such officer to be necessary or desirable to effect the purposes hereof; and such execution shall constitute conclusive evidence that the executed document has been authorized and approved. The aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

Section 3. The leases contemplated by the Master Lease and the Lease Addendum are hereby designated "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 4. This action shall be effective immediately.

Adopted this 6th day of August, 2013.



BOARD OF COMMISSIONERS OF

NEWTON COUNTY, GEORGIA

William K. Ellis

William K. Ellis, Chairman

Attest:

Jackie B. Smith
Jackie B. Smith, County Clerk

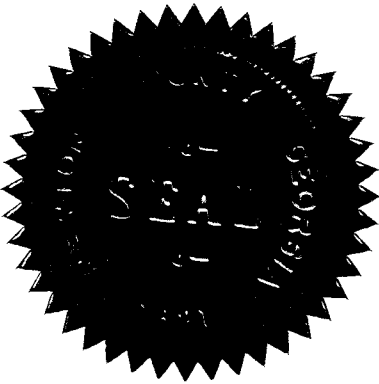
EXHIBIT A

AMENDED AND RESTATED LEASE ADDENDUM AND ATTACHMENTS

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that I am the Clerk of Newton County, Georgia (the "County"); that the attached hereto is a true copy of the Resolution duly and finally enacted or adopted by the Board of Commissioners of the County at a meeting duly held on August 6th, 2013, at which a quorum was present and acting throughout, and that it has not been rescinded or modified and is now of full force and effect.

GIVEN under the seal of the County, this 7th day of August, 2013.



Jackie B. Smith
Jackie B. Smith, County Clerk

**AMENDED AND RESTATED LEASE ADDENDUM TO
MASTER EQUIPMENT LEASE**

THIS AMENDED AND RESTATED LEASE ADDENDUM (this "Lease Addendum") by and between BANK OF NORTH GEORGIA, a division of Synovus Bank, a Georgia banking corporation ("Lessor"), and the political subdivision of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Equipment Lease (the "Master Equipment Lease") dated October 25, 2011, which provides for Lessor to lease to Lessee certain property (the "Equipment") to be specified in Lease Addenda to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Amended and Restated Lease Addendum to Master Equipment Lease pursuant to the Master Equipment Lease to specify the terms for the lease of certain Equipment.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Definitions. Unless a different meaning or intent is required by this Lease Addendum, the capitalized terms used in this Lease Addendum shall have the meanings set forth in the Master Equipment Lease.

2. Equipment. The Equipment described on the Equipment Attachment incorporated as Attachment A to this Lease Addendum is specified as the Equipment that initially is the subject hereof.

3. Lease Payments. The Rent Payment Attachment, incorporated as Attachment B to this Lease Addendum, describes the initial amounts and payment dates of the Rents for the Lease, and the Option Price for the Equipment.

4. Term of Lease. The Commencement Term of the Lease of the Equipment shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed automatically for successive calendar year Subsequent Terms (the "Subsequent Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rent Payment Attachment, and ending on the date of the final payment shown on the Rent Payment Attachment (the "Maturity Date"), unless Lessee gives a Termination Declaration or there otherwise occurs an Event of Termination, as provided in the Master Equipment Lease. The "Lease Term" is the period from the Starting Date to the Maturity Date, subject to the earlier expiration or termination of the Lease as provided in the Master Equipment Lease.

5. Agreements, Representations and Warranties. Lessee represents, warrants and agrees as follows:

(a) Lessee's representations, warranties and agreements contained in the Master Equipment Lease are true, accurate, complete and effective as of the date hereof;

(b) Lessee has made an available appropriation of and included in its current operating budget all Rents for the Commencement Term;

(c) If the vendors have been or are directed to be paid, Lessee has received, tested, and finally accepted the Equipment;

(d) The portion of the Rents representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;

(e) The Equipment that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into or for any of the four immediately preceding calendar years;

(f) No Event of Default or Event of Termination has occurred with respect to any Lease entered into under the Master Equipment Lease; and

(g) Lessee did not pay costs of the Equipment more than 60 days prior to the adoption by its board of commissioners of a resolution declaring its official intent to finance the Equipment complying with Treasury Reg. § 1.150-2.

6. Non-Arbitrage Certificate. The Issue Price of the Lease is up to \$797,989.57 and the yield is 1.61%. The Lease has not been issued or sold with more than a *de minimus* amount of premium. The Equipment that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Maturity Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. The proceeds of the Lease will be deposited into a separate account (the "Deposit Account") maintained by Lessee and such proceeds may be invested pending their disbursement. Such proceeds, together with the investment proceeds thereon, will be used for paying the costs of acquiring the Equipment. The amount deposited in the Deposit Account is expected to be needed and fully expended for the payment of costs of the Equipment. All of the amounts in the Deposit Account will be allocated to expenditures on the Equipment by the end of the three-year period beginning on the date of the Lease; Lessee has incurred, or will incur within six (6) months of the date of the Lease, a substantial binding obligation to a third party to expend at least 5% of such amounts on the Equipment; acquisition of the Equipment with such amounts will proceed with due diligence. As such, Lessee expects the proceeds of the Lease on deposit in the Deposit Account to qualify for the three-year temporary period exemption for rebate under Code Section 148. To the extent

such tax exemption does not apply to the proceeds of the Lease, Lessee will pay any rebate amount with respect to the Lease owing under Code Section 148(f) if an exemption therefrom does not apply. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.

7. Quitclaim. At the outset of this Lease, Lessee does hereby assign, transfer, convey and quitclaim to Bank of North Georgia, a division of Synovus Bank or its assignee ("Lessor"), such ownership interests as it may possess, if any, in and to the "Equipment," as is necessary to permit the Equipment to be leased by Lessor to Lessee pursuant to the terms of this Lease Addendum and the Master Equipment Lease in accordance with their terms. This quitclaim is given in consideration of the advance by or on behalf of Lessor of the purchase price of the Equipment and the undertaking of Lessor represented by this Lease Addendum. Pursuant to Section 2.02 of the Master Equipment Lease, Lessor further transfers title to Lessee, without representation or warranty, to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.02.

8. Effect of Lease Addendum. This Lease Addendum is intended as a separate Lease of the items of Equipment described in this Lease Addendum pursuant to the Master Equipment Lease. The terms, conditions and provisions of the Master Equipment Lease are hereby incorporated in this Lease Addendum to the same extent as if fully set forth in this Lease Addendum in this place, except to the extent expressly amended or modified by this Lease Addendum. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Equipment Lease. This Lease Addendum may be executed in multiple counterparts, each of which shall constitute an original. This Lease Addendum shall be effective only upon the due completion and execution of the Attachments listed below and the delivery thereof to Lessor.

9. Payment Direction. On the date hereof, Lessor shall fund the amount of the Principal Portion to an account in the name of Lessee. Such account may be invested at the direction of Lessee in investment permitted by law for such purpose. Lessee will authorize and direct Lessor in writing to pay the vendors of the Equipment when amounts are due. (Should Lessee have previously paid a vendor, or require another means of payment to the vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.) Lessee may direct Lessor to apply unneeded amounts in such account to rents or prepayment of the Lease.

10. Attachments. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Attachments D, E and F, described below.

This Lease Addendum is dated: August 22, 2013.

[Signatures to follow.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Addendum to be duly executed.

LESSEE:

NEWTON COUNTY, GEORGIA

By: William K. Ell
Title: Chairman

Attest: Jacqui B. Smith
Title: County Clerk

LESSOR:

**BANK OF NORTH GEORGIA, a division of
Synovus Bank**

By: _____
Title: _____

Attachments hereto:

- A. Equipment Attachment
- B. Rent Payment Attachment
- C. Termination Declaration Form
- D. Form 8038B
- E. Bond Counsel Opinion
- F. Lessee Attorney Opinion (Lease Addendum)
- G. Small Issuer Qualification Certificate

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Addendum to be duly executed.

LESSEE:

NEWTON COUNTY, GEORGIA

By: _____
Title:

Attest: _____
Title:

LESSOR:

**BANK OF NORTH GEORGIA, a division of
Synovus Bank**

By: Earlhi, SVP
Title: **SVP**

Attachments hereto:

- A. Equipment Attachment
- B. Rent Payment Attachment
- C. Termination Declaration Form
- D. Form 8038B
- E. Bond Counsel Opinion
- F. Lessee Attorney Opinion (Lease Addendum)
- G. Small Issuer Qualification Certificate

ATTACHMENT A

EQUIPMENT

Delivered Vehicles

40-11002	2011 FORD CROWN VIC 2FABP7BV1BX17 - 1453
40-11003	2011 FORD CROWN VIC 2FABP7BV3BX17 - 1454
40-11004	2011 FORD CROWN VIC 2FABP7BV5BX17 - 1455
40-11005	2011 FORD CROWN VIC 2FABP7BV9BX17 - 1460
40-11006	2011 FORD CROWN VIC 2FABP7BV5BX17 - 1424
40-11007	2011 FORD CROWN VIC 2FABP7BV8BX16 - 0112
40-11008	2011 FORD CROWN VIC 2FABP7BVXBX16 - 0113
40-11009	2011 FORD CROWN VIC 2FABP7BV8BX17 - 1451
40-11010	2011 FORD CROWN VIC 2FABP7BVXBX17 - 1452
40-11011	2011 FORD CROWN VIC 2FABP7BV0BX17 - 1511
40-11012	2011 FORD CROWN VIC 2FABP7BV2BX17 - 1512
40-11013	2011 FORD CROWN VIC 2FABP7BV4BX17 - 1513
40-11014	2011 FORD CROWN VIC 2FABP7BV8BX17 - 1515
40-11015	2011 FORD CROWN VIC 2FABP7BV7BX17 - 2588
40-11016	2011 FORD CROWN VIC 2FABP7BV9BX17 - 2589
40-11017	2011 FORD CROWN VIC 2FABP7BV9BX17 - 2592
40-11018	2011 FORD CROWN VIC 2FABP7BV0BX15 - 7804
40-11019	2011 FORD CROWN VIC 2FABP7BV9BX17 - 2527
40-11020	2011 FORD CROWN VIC 2FABP7BV0BX17 - 2528
40-11021	2011 FORD CROWN VIC 2FABP7BV2BX17 - 2529
40-11022	2011 FORD CROWN VIC 2FABP7BV0BX17 - 2531
40-11023	2011 FORD CROWN VIC 2FABP7BV3BX17 - 1423
40-11024	2011 FORD CROWN VIC 2FABP7BV0BX17 - 2545
40-11025	2011 FORD CROWN VIC 2FABP7BV2BX17 - 2546
40-11026	2011 FORD CROWN VIC 2FABP7BV4BX17 - 2550
40-11027	2011 FORD CROWN VIC 2FABP7BVXBX17 - 1421
40-11028	2011 FORD CROWN VIC 2FABP7BV1BX17 - 1422
40-11029	2011 FORD CROWN VIC 2FABP7BV3BX17 - 2541
40-11030	2011 FORD CROWN VIC 2FABP7BV5BX17 - 2542
40-11031	2011 FORD CROWN VIC 2FABP7BV7BX17 - 2543
40-11032	2011 FORD CROWN VIC 2FABP7BV9BX17 - 2544
40-11033	2011 FORD CROWN VIC 2FABP7BV4BX17 - 2547
40-11034	2011 FORD CROWN VIC 2FABP7BV6BX17 - 2548
40-11035	2011 FORD CROWN VIC 2FABP7BV8BX17 - 2549
40-11036	2011 FORD CROWN VIC 2FABP7BV0BX17 - 1458

45-12149	2012 FORD F350 PICKUP 1FTBF3A69CEA9 - 3264
40-12150	2012 FORD F350 PICKUP 1FT8W3C61CEA9 - 3265
45-12151	2012 FORD EXPLORER 1FMHK7B88CGA8 - 5041
10-12152	2012 FORD EXPLORER 1FMHK7B8XCGA8 - 5042
50-12153	2012 FORD F150 1FTNF1CF9CKD2 - 5474
50-12154	2012 FORD F150 1FTNF1CF0CKD2 - 5475
50-12155	2012 FORD F150 4X4 1FTNF1EF6CKD2 - 5476
50-12156	2012 FORD F150 4X4 1FTNF1EF8CKD2 - 5477
61-12157	2012 FORD F150 S/CAB 4X4 1FTFX1EFXCKD2 - 5479
61-12158	2012 FORD F150 S/CAB 4X2 1FTFX1CF4CKD2 - 5478
40-12159	2012 CHEV TAHOE 4DR 1GNLC2EO7CR20 - 3516
40-12160	2012 CHEV TAHOE 4DR 1GNLC2EOXCR20 - 4546
45-12161	2012 CHEV TAHOE 4 DR 1GNLC2E00CR20 - 6077
10-11037	2011 JEEP LIBERTY 1J4PN2GK4BW55 - 1030
35-12162	2012 CHRYSLER 200 1C3CCBBB8CN21 - 3403
32-12163	2012 CHRYSLER 200 1C3CCBBB4CN21 - 1227

(1) GRADALL XL4100 Excavator, Serial #4100000575

ATTACHMENT B
RENT PAYMENT

[attached]

LOAN INFORMATION

Actual/360

LOAN DATE	22-Aug-13	TOTAL INTEREST	\$8,338.21
FIRST PMT DATE	22-Sep-13	DAY BASE	360
LOAN AMOUNT	\$ 763,153.85	# ODD DAYS	0
INTEREST RATE	1.610%	INTEREST PAID ACCRUALS	\$0.00
# OF PAYMENTS	15		
FREQUENCY OF PAYMENT (M, A, S, Q)	M		
PAYMENT AMOUNT FREQUENCY	Press Ctrl + Shift + C to Calculate Payment		
	\$51,432.80	Monthly	

COMMERCIAL LOAN AMORTIZATION SCHEDULE

Average Balance = \$408,312.21

End of Period	Payment Date	Payment Amount	Extra Payment	Interest	Principal Repayment	Remaining Balance
0						\$763,153.85
1	9/22/2013	\$51,432.80	\$0.00	\$1,058.03	\$50,374.78	\$712,779.07
2	10/22/2013	\$51,432.80	\$0.00	\$956.31	\$50,476.49	\$662,302.58
3	11/22/2013	\$51,432.80	\$0.00	\$918.21	\$50,514.59	\$611,787.99
4	12/22/2013	\$51,432.80	\$0.00	\$820.82	\$50,611.99	\$561,176.00
5	1/22/2014	\$51,432.80	\$0.00	\$778.01	\$50,654.80	\$510,521.20
6	2/22/2014	\$51,432.80	\$0.00	\$707.78	\$50,725.02	\$459,796.18
7	3/22/2014	\$51,432.80	\$0.00	\$575.77	\$50,857.04	\$408,939.14
8	4/22/2014	\$51,432.80	\$0.00	\$566.95	\$50,865.86	\$358,073.29
9	5/22/2014	\$51,432.80	\$0.00	\$480.41	\$50,952.39	\$307,120.90
10	6/22/2014	\$51,432.80	\$0.00	\$425.79	\$51,007.01	\$256,113.89
11	7/22/2014	\$51,432.80	\$0.00	\$343.62	\$51,089.18	\$205,024.70
12	8/22/2014	\$51,432.80	\$0.00	\$284.24	\$51,148.56	\$153,876.14
13	9/22/2014	\$51,432.80	\$0.00	\$213.33	\$51,219.47	\$102,656.67
14	10/22/2014	\$51,432.80	\$0.00	\$137.73	\$51,295.07	\$51,361.60
15	11/22/2014	\$51,432.80	\$0.00	\$71.21	\$51,361.60	\$0.00
16			\$0.00			
17			\$0.00			
18			\$0.00			
19			\$0.00			
20			\$0.00			
21			\$0.00			
22			\$0.00			
23			\$0.00			
24			\$0.00			
25			\$0.00			
26			\$0.00			
27			\$0.00			
28			\$0.00			
29			\$0.00			
30			\$0.00			
31			\$0.00			
32			\$0.00			
33			\$0.00			
34			\$0.00			
35			\$0.00			
36			\$0.00			
37			\$0.00			
38			\$0.00			
39			\$0.00			
40			\$0.00			
41			\$0.00			
42			\$0.00			
43			\$0.00			
44			\$0.00			

Annual P & I

\$617,193.65

\$154,298.41

\$0.00

NOTE: This schedule is an estimate of the breakdown of principal and interest of each payment and assumes that each payment is received and posted on the date due and the interest rate does not change.

ATTACHMENT C

TERMINATION DECLARATION

To: Bank of North Georgia, a division of Synovus Bank
1918 Highway 138 & Parker Road
Conyers, Georgia 30094

Re: Master Equipment Lease dated October 25, 2011, and Amended and Restated Lease Addendum (the "Lease Addendum") dated August 22, 2013, between Lessee and Bank of North Georgia, a division of Synovus Bank

The undersigned officer of Newton County, Georgia (the "Lessee") hereby certifies that (check boxes applicable): for the current fiscal year (that is, the fiscal year ending _____) Rents under the referenced Lease Addendum were not included in such Lessee's operating budget or budgets for such year, and an appropriation of funds for such year has not been made for such purpose; and/or the board of commissioners of Lessee has resolved not to renew the Lease for calendar year ____ (insert year). The Lessee understands the consequences of this Termination Declaration, including that the Lease will terminate early and that Lessee will be obligated to surrender the Equipment.

NEWTON COUNTY, GEORGIA

Dated: _____

By: _____ [Form Only]

Signed: _____ [Form Only]

Name:

Title:

Attest: _____ [Form Only]

Name:

Title:

ATTACHMENT D

FORM 8038B

Form **8038-G**

(Rev. September 2011)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here

1 Issuer's name Newton County, Georgia		2 Issuer's employer identification number (EIN) 58-6000870
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Drew Stone, Attorney		3b Telephone number of other person shown on 3a 404-815-3500
4 Number and street (or P.O. box if mail is not delivered to street address) 1124 Clark Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Covington, GA 30014		7 Date of issue 8/22/13
8 Name of issue Amended and Restated Lease Addendum to Master Lease dated August 22, 2013		9 CUSIP number N/A
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Michelle Kelly, Finance Director		10b Telephone number of officer or other employee shown on 10a 678-625-1219

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	562,990
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶ Public Works	18	235,000
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	11/22/14	\$ 797,990	\$ 797,990	0.75 years	1.61 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	0
23 Issue price of entire issue (enter amount from line 21, column (b))	23	797,990
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0
25 Proceeds used for credit enhancement	25	0
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0
27 Proceeds used to currently refund prior issues	27	562,990
28 Proceeds used to advance refund prior issues	28	0
29 Total (add lines 24 through 28)	29	562,990
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	235,000

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	0.75 years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	08/22/2013
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	10/25/2011

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) 35
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) 36a
 - b Enter the final maturity date of the GIC ▶ _____
 - c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units 37
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b Enter the date of the master pool obligation ▶ _____
 - c Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d Enter the name of the issuer of the master pool obligation ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a If the issuer has identified a hedge, check here and enter the following information:
 - b Name of hedge provider ▶ _____
 - c Type of hedge ▶ _____
 - d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box ▶
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ 235,000
- b Enter the date the official intent was adopted ▶ 8/6/2013

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	<i>William K. Gill</i> Signature of issuer's authorized representative	8/19/13 Date	<i>William K. Ellis Chairman</i> Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	James P. Monacell			PTIN P01071786
	Firm's name ▶ Smith, Gambrell & Russell, LLP	Firm's EIN ▶ 58-0967450		
Firm's address ▶ 1230 Peachtree St. NE, Suite 3100, Atlanta, GA 30309	Phone no. 404-815-3500			

ATTACHMENT E

LEASE COUNSEL OPINION
(attached)

Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592
Main: 404 815-3500
Fax: 404 815-3509
www.sgrlaw.com

SMITH, GAMBRELL & RUSSELL, LLP
Attorneys at Law

August 22, 2013

Bank of North Georgia
1918 Highway 138 & Parker Road
Conyers, Georgia 30094

RE: Amended and Restated Lease Addendum dated August 22, 2013 to Master Equipment Lease dated October 25, 2011, by and between Bank of North Georgia (the "Lessor") and Newton County, Georgia (the "Lessee")

To the Addressees:

We are delivering this opinion in connection with the delivery of the Amended and Restated Lease Addendum to Master Equipment (the "Lease Agreement"), between Bank of North Georgia, a division of Synovus Bank (the "Bank") and Newton County, Georgia (the "County"). Pursuant to the Lease Agreement, the County agrees to make certain rental payments (the "Rental Payments") as described therein. The Rental Payments include portions designated as interest as provided in the Lease Agreement.

The proceeds of the Lease Agreement are to be allocated by the County to the purchase of certain essential equipment to be used by the County.

We have examined (i) executed counterparts of the Lease Agreement and (ii) certain other certificates and documents submitted to us by or on behalf of the County and the Bank, which are included in the closing transcript for the Lease Agreement. Further, we have made such examination of the Constitution and laws of the United States of America as we have deemed necessary in order to deliver this opinion.

In our examination, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals, and conformity to original documents of all documents submitted to us as certified or photostatic copies. As to various questions of fact material to our opinions we have relied solely upon the representations of the County contained in the Lease Agreement and upon certifications of officers or other representatives of the County.

As to the due authorization, execution, delivery and enforceability of the Lease Agreement and other matters, we have relied solely upon an opinion of counsel for the County of even date herewith.



In rendering the opinion as set forth in Paragraph 2 below, we have relied upon the representations, certifications and covenants of the County with respect to the use of the proceeds made available under the Lease Agreement and the facilities being financed thereby, without undertaking to verify the same by independent investigation. Our opinion in Paragraph 2 below assumes that the County will not make use of the equipment financed under the Lease Agreement in a manner that will cause "private business use" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code") and any Treasury Regulations adopted in accordance therewith.

Based upon and subject to the foregoing, it is our opinion that:

1. The Lease Agreement constitutes the valid and binding obligation of the County, enforceable in accordance with its terms; provided, however, no opinion is expressed with respect to the enforceability of any of the indemnification or similar provisions in the Lease Agreement.

2. The portion of the Rental Payments payable by the County under the Lease Agreement which is designated as interest (the "Supplemental Payments"), as provided in the Lease Agreement, to the extent received by the Bank from or on behalf of the County, is excludable from gross income for federal income tax purposes under the Code, and is not an item of tax preference for the purposes of computing the federal alternative minimum tax imposed on individuals and corporations. The opinions set forth in the preceding sentence are subject to the condition that the County comply with all requirements of the Code that must be satisfied subsequent to the County's execution of the Lease Agreement in order that the portion of the Rental Payments which is designated as interest be, and continue to be, excluded from gross income for federal income tax purposes. The County has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause that portion of the Supplemental Payments to be included in gross income for federal income tax purposes retroactive to the date of the Lease Agreement. We express no opinion regarding other federal tax consequences arising with respect to the Lease Agreement, and we express no opinion as to the tax exemption, state or federal, of the interest component of any amount paid by any party other than the County after the termination of the County's Lease Agreement upon the occurrence of an Event of Non-Appropriation thereunder (as defined in the Lease Agreement).

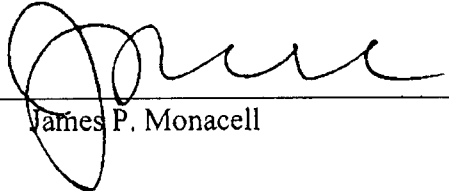
3. The County has designated the Lease Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

It is to be understood that the enforceability of the Lease Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases, and our opinions herein are qualified by reference to such limitations.

No one is authorized to rely upon this opinion other than the addressees hereof. The opinion is delivered on the date hereof and is based upon the facts represented and the law as of the date hereof. No undertaking is made to amend, supplement or otherwise change this opinion based upon any event or change in circumstances or laws subsequent to the date hereof. Reliance on this opinion is limited to the addressee hereof.

Very truly yours,

SMITH, GAMBRELL & RUSSELL, LLP

By: 
James P. Monacell

ATTACHMENT F

LESSEE ATTORNEY OPINION
(attached)

LAW OFFICES
WM. THOMAS CRAIG, LLC

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COVINGTON, GEORGIA 30015

770 786-1320
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August 16, 2013

Bank of North Georgia, a division of Synovus Bank
1918 Highway 138 & Parker Road
Conyers, Georgia 30094

RE: Amended and Restated Lease Addendum (the "Lease") dated August 22, 2013, by and between Bank of North Georgia, a division of Synovus Bank (the "Lessor") and Newton County, Georgia (the "Lessee")

Gentlemen:

As counsel for the Lessee I have examined the Lease, the Master Equipment Lease referred to therein and such other papers, laws and legal materials as I have deemed relevant to form the opinions herein expressed. Based upon the foregoing, it is my opinion that:

1. The Lessee is a political subdivision duly created and validly existing under the Constitution and laws of the State of Georgia and has all requisite right, power and authority to execute and deliver the Lease, and to perform all acts and consummate all of the transactions contemplated by the Lease.

2. The Lease has been duly authorized by all necessary official action on the part of the Lessee, has been duly executed and delivered by the Lessee, and (assuming due authorization, execution and delivery by the Lessor) constitutes the legal, valid and binding obligation thereof, enforceable in accordance with its terms, except as enforcement thereof may be limited by the exercise of judicial discretion in appropriate cases, and applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally.

3. The execution and delivery of the Lease and the compliance by the Lessee with the terms thereof will not conflict with, or result in any breach of any of the provisions of, or constitute a default under, any agreement or other instrument to which the Lessee is a party or by which it may be bound, or any judgment, decree, order, constitutional provision, law, statute or governmental rule or regulation applicable to the Lessee.

4. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, or governmental body, pending or known to be threatened against or affecting the Lessee, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Lease, or which in any way would adversely affect the validity or enforceability of the Lease.

5. All legal action required to be taken by the Lessee in connection with the Lease has been validly taken in compliance with the provisions of law (including but not limited to compliance with the Georgia Open Meetings Law), and none of the proceedings held or actions taken by the Lessee with respect to any of the foregoing has been repealed, rescinded or revoked.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "W. Thomas Craig". The signature is written in a cursive, flowing style.

Wm. Thomas Craig
Attorney for Newton County, Georgia

ATTACHMENT G

SMALL ISSUER QUALIFICATION CERTIFICATE
(attached)

**SMALL ISSUER
QUALIFICATION CERTIFICATE**

The undersigned officer of Newton County, Georgia (the "County") hereby certifies, with respect to that certain Amended and Restated Lease Addendum to Master Lease dated as of August 22, 2013 (the "Lease"), that the Lease has been and is hereby designated as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The County, together with any subordinate entities, and the entities that issue obligations on behalf of the County, has not issued other tax-exempt bonds or other obligations in the current calendar year, and the County does not currently expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease, would exceed \$10,000,000 in such calendar year.

IN WITNESS WHEREOF, we have set our hands this August 19, 2013.

NEWTON COUNTY, GEORGIA

By: William K. Ell
Chairman, Board of Commissioners