



Downtown Development Authority Meeting - Final

July 23, 2024

12:00 PM

-
- A. **2024-210** Consider approval of a Master Bond Resolution, Intergovernmental Economic Development Agreement, and any other documents related to the Authority's Series 2024 Revenue Bonds.



City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: 2024-210

Agenda Date: 7/23/2024	
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In Control: Boards and Commissions

File Type: General ID

Agenda Section:
Formal Business

Agenda Number: A.

Department: DDA

Agenda Title:

Consider approval of a Master Bond Resolution, Intergovernmental Economic Development Agreement, and any other documents related to the Authority's Series 2024 Revenue Bonds.

Citywide

ISSUE AND BACKGROUND:

RECOMMENDATION / REQUESTED ACTION:

CITY OF SMYRNA
(a municipal corporation duly created and
existing under the laws of
the State of Georgia)

and

DOWNTOWN SMYRNA DEVELOPMENT AUTHORITY
(a body corporate and politic and public corporation duly created and
existing under the laws of the State of Georgia)

**INTERGOVERNMENTAL ECONOMIC
DEVELOPMENT AGREEMENT**

Dated as of August 1, 2024

THE RIGHTS AND INTEREST OF THE DOWNTOWN SMYRNA DEVELOPMENT AUTHORITY IN THIS INTERGOVERNMENTAL ECONOMIC DEVELOPMENT AGREEMENT AND THE REVENUES AND RECEIPTS DERIVED HEREFROM, EXCEPT FOR ITS UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN COLLATERALLY ASSIGNED AND PLEDGED TO SECURE THE BONDHOLDERS (AS DEFINED HEREIN) PURSUANT TO A MASTER BOND RESOLUTION ADOPTED BY THE DOWNTOWN SMYRNA DEVELOPMENT AUTHORITY ON JULY 23, 2024.

**INTERGOVERNMENTAL ECONOMIC
DEVELOPMENT AGREEMENT**

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Development Agreement and is only for convenience of reference.)

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INTERGOVERNMENTAL ECONOMIC DEVELOPMENT AGREEMENT

This **INTERGOVERNMENTAL ECONOMIC DEVELOPMENT AGREEMENT** (this “**Contract**”), made and entered into as of August 1, 2024, by and between the City of Smyrna (the “**City**”), a municipal corporation duly created and existing under the laws of the State of Georgia, and the Downtown Smyrna Development Authority (the “**Authority**”), a body corporate and politic and public corporation duly created and existing under the laws of the State of Georgia;

W I T N E S S E T H:

WHEREAS, the Authority proposes to issue, sell, and deliver its revenue bonds to be known as “Downtown Smyrna Development Authority Revenue Bonds, Federally Taxable Series 2024” (the “**Series 2024 Bonds**”), in the original aggregate principal amount of \$_____, for the purpose of obtaining funds to finance the costs of acquiring and renovating or demolishing properties located at _____ in Smyrna, Georgia to be held for sale for redevelopment for commercial and residential uses or to be rented for event purposes (the “**Properties**”) and to finance a portion of the costs of issuing the Series 2024 Bonds; and

WHEREAS, the Authority and the City propose to enter into this Contract, under the terms of which (1) the Authority will agree to acquire and renovate or demolish the Properties to be held for sale for redevelopment for commercial and residential uses or to be rented for event purposes and (2) the City will agree (a) to make payments to the Authority in amounts sufficient to enable the Authority to pay, among other things, the principal of, premium, if any, and interest on the Series 2024 Bonds when due and (b) to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates within the three (3) mill limit authorized pursuant to Section 48-5-350 of the Official Code of Georgia Annotated and within the fifteen (15) mill limit prescribed by Section 50 of the City’s Charter or such greater millage limit hereafter authorized under applicable law, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under this Contract; and

WHEREAS, the Authority proposes to issue the Series 2024 Bonds pursuant to a Master Bond Resolution adopted by the Authority on July 23, 2024, as supplemented and amended by a Supplemental Series 2024 Bond Resolution adopted by the Authority on August __, 2024 (collectively the “**Bond Resolution**”); and

WHEREAS, to secure its obligation to pay principal of, premium, if any, and interest on the Series 2024 Bonds, the Authority proposes to collaterally assign and pledge for the benefit of the owners of the Series 2024 Bonds all of its right, title, and interest in this Contract (except for the Unassigned Rights, as defined herein) and all revenues, payments, receipts, and moneys to be received and held thereunder, pursuant to the Bond Resolution;

NOW, THEREFORE, in consideration of the respective covenants, representations, and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the Authority agree as follows:

ARTICLE I

DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

“Act” means an amendment to Article VII, Section VII, Paragraph I of the Constitution of the State of Georgia of 1945 (1970 Ga. Laws 1117 to 1119, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to Article XI, Section I, Paragraph IV of the Constitution of the State of Georgia of 1983 and an Act of the General Assembly of the State of Georgia (1986 Ga. Laws 3957 to 3958, inclusive), as implemented by an Act of the General Assembly of the State of Georgia (1989 Ga. Laws 4382 to 4396, inclusive), and as the same may be from time to time supplemented and amended.

“Additional Bonds” means the additional parity Bonds authorized to be issued by the Authority pursuant to the terms and conditions of Section 2.9 of the Bond Resolution.

“Additional Contract” means a contract or supplemental agreement entered into after the date hereof binding the City pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, pursuant to the terms of which a payment obligation is created or expanded from the City to the other party to such contract, except for any such contract or supplemental agreement that obligates the City to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, as now existent and as the same may hereafter be extended, at such rate or rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that will be sufficient to fulfill the City’s obligations under such contract or supplemental agreement.

“Additional Economic Development Contract” means any Additional Contract that obligates the City to levy the municipal tax authorized by Section 48-5-350 of the Official Code of Georgia Annotated or any successor provision, to provide revenues to fulfill the City’s obligations under such Additional Contract.

“Authority” shall have the meaning assigned to that term in the recitals to this Contract and its successors and assigns.

“Bond Counsel” means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, appointed by the Authority at the direction of the City.

“Bond Documents” means, collectively, the Bond Resolution and the Bonds.

“Bond Resolution” shall have the meaning assigned to that term in the recitals to this Contract, as it may be amended, restated, supplemented, or modified from time to time.

“Bondholders” means the Persons in whose names any of the Bonds are registered on the books kept and maintained by the bond registrar.

“Bonds” means the Series 2024 Bonds and all series of Additional Bonds from time to time authenticated and delivered under the Bond Resolution.

“City” shall have the meaning assigned to that term in the recitals to this Contract and its successors and assigns.

“Contract” means this Intergovernmental Economic Development Agreement between the City and the Authority, as it may be supplemented and amended from time to time in accordance with the provisions hereof.

“Contracts” means this Contract, the Prior Contracts, and all Additional Contracts.

“Fiscal Year” means any period of twelve consecutive months adopted by the City as its fiscal year for financial reporting purposes and shall initially mean the period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a joint venture, a trust, an unincorporated organization, a governmental unit or an agency, a political subdivision or instrumentality thereof, or any other group or organization of individuals.

“Prior Contracts” means (1) the Agreement of Sale, dated as of July 1, 2001, between the Issuer and the City, (2) the Agreement of Sale, dated as of September 1, 2016, between the Issuer and the City, and (3) the Agreement of Sale, dated as of June 1, 2021, between the Issuer and the City.

“Properties” shall have the meaning assigned to that term in the recitals to this Contract, legal descriptions of which are attached hereto as Exhibit A.

“Series 2024 Bonds” shall have the meaning assigned to that term in the recitals to this Contract.

“Series 2024 Disclosure Certificate” means the Continuing Disclosure Certificate, dated the date of issuance of the Series 2024 Bonds, of the City, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Sinking Fund” means the Sinking Fund created in Section 4.2 of the Bond Resolution and referred to herein.

“Sinking Fund Custodian” means initially Regions Bank, Atlanta, Georgia, and its successors and assigns, or any successor custodian for the Sinking Fund hereafter appointed by the Authority at the direction of the City; provided, however, the Sinking Fund Custodian shall at all times be a commercial bank.

“Tax-Exempt Bonds” means any Bonds the interest on which has been determined, in an unqualified opinion of Bond Counsel, to be excludable from the gross income of the owners thereof for federal income tax purposes.

“**Unassigned Rights**” means all of the rights of the Authority to receive reimbursements and payments pursuant to Section 5.1(c) and (d) hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE CITY

Section 2.1. Representations and Warranties by the City. The City makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. The City is a municipal corporation duly created and validly existing under the laws of the State of Georgia. The City has all requisite power and authority under the laws of the State of Georgia to contract for the Authority to acquire and hold for sale for redevelopment or to rent for event purposes the Properties and to enter into, perform its obligations under, and exercise its rights under this Contract.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the City, after making due inquiry with respect thereto, threatened against or affecting the City in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the City, or the ability of the City to perform its obligations under this Contract, or the transactions contemplated by this Contract or which, in any way, would adversely affect the validity or enforceability of this Contract or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the City aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. The City is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Contract Is Legal and Authorized. The execution and delivery by the City of this Contract, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the City; (ii) are legal and will not conflict with or constitute on the part of the City a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the City is a party or by which the City or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the City or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the Mayor and Council of the City. This Contract is a valid, legal, binding, and enforceable obligation of the City. The officials of the City executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the City.

(d) Governmental Consents. Neither the City nor any of its activities or properties, nor any relationship between the City and any other Person, nor any circumstances in connection with the execution, delivery, and performance by the City of its obligations under this Contract or the offer, issue, sale, or delivery by the Authority of the Bonds, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the City in connection with the execution, delivery, and performance of this Contract or the consummation of any transaction herein contemplated, or the offer, issue, sale, or delivery of the Bonds, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the City, after making due inquiry with respect thereto, the City will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the City is legally required to obtain the same.

(e) No Defaults. To the knowledge of the City, after making due inquiry with respect thereto, the City is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, which default might materially and adversely affect the performance by the City of its obligations under this Contract.

(f) Compliance with Law. To the knowledge of the City, after making due inquiry with respect thereto, the City is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the City, and there have been no citations, notices, or orders of noncompliance issued to the City under any such law, ordinance, rule, or regulation.

(g) Restrictions on the City. The City is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise). The City is not a party to any contract or agreement that restricts the right or ability of the City to enter into agreements for the ownership, availability, sale for redevelopment, or rent of the Properties by the Authority in exchange for payments on an installment basis, except for the Prior Contracts.

(h) Millage Limitations. There is not presently in force and effect any other contract or agreement that obligates the City to levy the three (3) mill municipal tax authorized by Section 48-5-350 of the Official Code of Georgia Annotated, to provide revenues to fulfill the City's obligations under such contract or agreement. There is not presently in force and effect any other contract or agreement binding the City pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, pursuant to the terms of which a payment obligation exists from the City to the other party to such contract, which payment obligation is subject to the fifteen (15) mill limit prescribed by the City's Charter, except for the Prior Contracts. The Authority and the City have obtained documentation evidencing that the

conditions of the Prior Contracts have been satisfied, in order to permit the Authority and the City to enter into this Contract, which documentation is attached to this Contract as Exhibit B.

(i) Disclosure. The representations of the City contained in this Contract and any certificate, document, written statement, or other instrument furnished by or on behalf of the City to the Authority in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the City has not disclosed to the Authority in writing that materially and adversely affects or in the future may (so far as the City can now reasonably foresee) materially and adversely affect the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the City, or the ability of the City to perform its obligations under this Contract or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Contract, which has not been set forth in writing to the Authority or in the certificates, documents, and instruments furnished to the Authority by or on behalf of the City prior to the date of execution of this Contract in connection with the transactions contemplated hereby.

(j) Financial Statements. The balance sheet of the City's Governmental Funds as of June 30, 2023, and the statement of revenues, expenditures, and changes in fund balances of the City's Governmental Funds for the year ended June 30, 2023 (copies of which, audited by Nichols, Cauley & Associates, LLC, independent certified public accountants, have been furnished to the Authority) present fairly the financial position of the City's Governmental Funds as of June 30, 2023, and the changes in financial position for the year ended June 30, 2023, with such exceptions as may be disclosed in the audit report. Since June 30, 2023, there has been no material adverse change in the financial position or changes in financial position of the City's Governmental Funds, except as disclosed in writing to the Authority.

(k) Sovereign Immunity. The City may not assert the defense of sovereign immunity to any action at law (as opposed to equity) for the breach of this Contract or to any action at law (as opposed to equity) to enforce a judgment taken for the breach of this Contract.

Section 2.2. Reliance by Bondholders. The City acknowledges and agrees that these representations and warranties are made to induce the Bondholders to purchase the Bonds and that such representations and warranties and any other representations and warranties made by the City in this Contract are made for the benefit of the Bondholders and may be relied upon by the Bondholders and shall remain operative and in full force and effect, regardless of any investigations made by any Bondholder or on its behalf, and shall survive delivery of the Bonds to the Bondholders.

ARTICLE III

TERM OF CONTRACT; CONTRACT AS SECURITY FOR BONDS

Section 3.1. Term. The term of this Contract shall commence with the execution and delivery hereof and shall extend until 91 days after the principal of, premium, if any, and interest on the Bonds and all other amounts payable under the Bond Documents have been paid in full or until provision has been duly made therefor, but in no event shall the term hereof exceed fifty

years from the date hereof. The obligations of the City set forth in Section 5.1(c) and (d) hereof shall survive the termination of this Contract, but in no event shall extend beyond fifty years from the date hereof.

Section 3.2. This Contract as Security for the Bonds. The parties hereto agree and intend that:

(a) This Contract shall constitute security for the benefit of the Bondholders and the obligations of the City hereunder shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim, except for payment, it may otherwise have against the Authority. The City agrees that it shall not (i) withhold, suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue any payments provided for in Section 5.1 hereof; (ii) fail to observe any of its other agreements contained in this Contract; or (iii) terminate its obligations under this Contract for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Authority to own, make available, sell for redevelopment, or rent any Properties; any change or delay in the time of availability of any Properties; any acts or circumstances that may impair or preclude the use or possession of any Properties; any defect in the title, merchantability, fitness, or condition of any Properties or in the suitability of any Properties for the Authority's or the City's purposes or needs; failure of consideration; any declaration or finding that any of the Bonds are unenforceable or invalid; the invalidity of any provision of this Contract; any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to any Properties, or the taking by eminent domain of title to or the use of all or any part of any Properties; commercial frustration of purpose; any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either thereof or in the rules or regulations of any governmental authority; or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract. Nothing contained in this Section 3.2(a) shall be construed to release the Authority from the performance of any of the agreements on its part herein contained. In the event the Authority should fail to perform any such agreement on its part, the City may institute such action against the Authority as the City may deem necessary to compel performance so long as such action does not abrogate or limit in any way the City's obligations hereunder. The Authority hereby agrees that it shall not take or omit to take any action that would cause this Contract to be terminated.

(b) The payments to be made under Section 5.1(a) and (b) of this Contract by the City to the Authority will be assigned and pledged by the Authority for the benefit of the Bondholders pursuant to the Bond Resolution.

(c) Following the issuance of the Series 2024 Bonds, the payments to be made to the Authority by the City under the provisions of Section 5.1(a) and (b) of this Contract shall be made directly to the Sinking Fund Custodian (as defined in the Bond Resolution) for the account of the Authority for deposit in the Sinking Fund.

(d) This Contract may not be amended, changed, modified, altered, or terminated except as provided in the Bond Resolution.

(e) The Authority may collaterally assign or otherwise collaterally transfer its rights in this Contract to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Authority herein or otherwise. It is understood and agreed that the Authority, contemporaneously with the execution and delivery of this Contract, will collaterally assign its rights under this Contract for the benefit of the Bondholders pursuant to the Bond Resolution, and the City hereby consents to the collateral assignment. Upon the issuance and delivery of the Series 2024 Bonds, all appointments, designations, representations, warranties, covenants, assurances, remedies, title, interest, privileges, permits, licenses, and rights of every kind whatsoever herein conferred upon the Authority shall be deemed to be conferred also upon the Bondholders, and any reference herein to the Authority shall be deemed, with the necessary changes in detail, to include the Bondholders, and the Bondholders are deemed to be and are third party beneficiaries of the representations, covenants, and agreements of the City herein contained.

ARTICLE IV

AUTHORITY'S OBLIGATIONS HEREUNDER

Section 4.1. Issuance of Series 2024 Bonds; Application of Bond Proceeds and Other Funds. The Authority agrees that simultaneously with the execution and delivery hereof it will issue the Series 2024 Bonds containing the terms, including principal amount, interest rates, and maturities, set forth in the Bond Resolution, for the purposes of (1) financing the costs of acquiring and renovating or demolishing the Properties and (2) financing the costs of issuing the Series 2024 Bonds. The Authority hereby covenants and agrees that it will apply the proceeds derived from the sale of the Series 2024 Bonds as specified in Section 12.2 of the Bond Resolution. The Authority will use all revenues derived from the operation of the Properties to pay the costs of operating the Properties.

Section 4.2. The Properties. The Authority agrees that throughout the term of this Contract title to the Properties shall be vested in and shall be the sole property of the Authority, subject to any liens, leases, or licenses that the Authority, with the written consent of the City, may create during the term of this Contract. The Authority shall, as directed by the City, negotiate sales, leases, and licenses of the Properties and work with prospective purchasers and prospective tenants and licensees of the Properties upon such terms and conditions as are directed by the City and as are permitted by the Act. The Authority shall investigate and make financial analyses and recommendations to the City with respect to all proposals submitted by such prospective purchasers, tenants, or licensees desiring to purchase, lease, or license the Properties. The Authority agrees that the proceeds of any sale, lease, license, or other disposition of any of the Properties shall be deposited or disposed of as directed by the City (including, if directed by the City, transferred to the City). The City agrees that none of the sale, lease, license, or other disposition of all or any portion of the Properties or any interest therein shall affect its obligations under this Contract.

Section 4.3. [Reserved].

Section 4.4. Additional Bonds. (a) Additional Bonds may be issued by the Authority to provide funds to pay any one or more of the following: (i) the costs of acquiring, constructing,

and installing any capital improvements to the Properties as the City may deem necessary or desirable and as will not impair the nature of the Properties; (ii) to refund any Bonds; and (iii) the costs of the issuance and sale of the Bonds and capitalized or funded interest for such period and such other costs reasonably related to the financing as shall be agreed upon by the City and the Authority.

(b) If the City is not in default hereunder, the Authority may, on request of the City, from time to time in its sole discretion issue the amount of Additional Bonds specified by the City; provided that the sale of any Additional Bonds shall be the sole responsibility of the City, and provided further that the City and the Authority shall have entered into an amendment to this Contract to provide for additional payments in an amount at least sufficient to pay principal of and interest on the Additional Bonds when due and to provide for any additional terms or changes to this Contract required because of such Additional Bonds, and provided further that the Authority shall have otherwise complied with the provisions of Section 2.9 of the Bond Resolution with respect to the issuance of such Additional Bonds.

Section 4.5. Redemption of Bonds. The Authority, at the written request of the City at any time and if the Bonds are then callable or available for purchase, and if there are funds available therefor, shall forthwith take all steps that may be necessary under the applicable redemption or purchase provisions of the Bond Resolution to effect redemption or purchase of all or part of the then unpaid Bonds, as may be specified by the City, on the earliest date on which such redemption or purchase may be made under such applicable provisions.

ARTICLE V

CITY'S OBLIGATIONS HEREUNDER

Section 5.1. City's Payment Obligations. In order to provide financial assistance to the Authority for the purpose of developing trade, commerce, industry, and employment opportunities, the City agrees that:

(a) It shall pay to the Authority, by making such payments directly to the Sinking Fund Custodian for the account of the Authority for deposit in the Sinking Fund held under the Bond Resolution on or before January 25 and July 25 of each year, an amount sufficient, when added to funds held at the time of such payment in the Sinking Fund, to cause the balance held therein to equal the full amount of principal of, premium, if any, and interest on the Bonds coming due on the next succeeding interest payment date with respect to the Bonds.

(b) The provisions of paragraph (a) above to the contrary notwithstanding, if, for any reason, on the business day preceding any interest payment date and any redemption date with respect to the Bonds, there is not on deposit in the Sinking Fund moneys sufficient to pay the total principal, interest, and premium coming due on the Bonds on such interest payment date or redemption date (whether by mandatory redemption, maturity, or otherwise), the City shall on such date pay to the Authority, by making such payments directly to the Sinking Fund Custodian for the account of the Authority for deposit into the Sinking Fund, an amount equal to the amount by which the total principal, interest, and premium coming due on the Bonds (whether by mandatory redemption, maturity, or otherwise) on the next interest payment date or

redemption date exceeds the amount in the Sinking Fund (and not being held for the payment of Bonds not yet presented for payment or interest checks not cashed).

(c) It shall also pay to the Authority an amount equal to any costs incurred by the Authority in connection with the issuance and carrying of any series of Bonds and the renovation of the Properties to the extent such costs are not paid from proceeds of such Bonds.

(d) In addition to and over and above the sums set forth in Section 5.1(a), (b), and (c) of this Contract, the City shall pay additional monthly payments to the Authority as may be necessary to assure the continuous operation of the Properties and to provide reasonable reserves for contingencies and for the maintenance and repair of the properties constituting, and the services provided by, the Properties.

Section 5.2. Security for Payments under this Contract; Limitations on Additional Contracts. (a) As security for the payments required to be made and the obligations required to be performed by the City under this Contract, the City hereby pledges to the Authority its full faith and credit and taxing power for such payment and performance. The City covenants that, in order to make any payments when due under Section 5.1 hereof from its general funds to the extent required hereunder, it shall exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other sources. The City further covenants and agrees that in order to make funds available for such purpose in each Fiscal Year, it will, in its general revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under Section 5.1 hereof, whether or not any other sums are included in such measure, until all payments so required to be made under Section 5.1 hereof shall have been made in full. The obligation of the City to make any payments that may be required to be made from its general funds shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 5.2, then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate Fiscal Year the amounts required to pay the obligations that may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the City shall make such payments due under Section 5.1 hereof to the Authority if for any reason the payment of such obligations shall not otherwise have been made.

(b) The City covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, as now existent and as the same may hereafter be extended, at such rate or rates, within the three (3) mill limit authorized pursuant to Section 48-5-350 of the Official Code of Georgia Annotated and within the fifteen (15) mill limit prescribed by Section 50 of the City's Charter or within such greater millage as may hereafter be prescribed by applicable law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the City's obligations under this Contract,

from which revenues the City agrees to appropriate sums sufficient to pay in full when due all of the City's obligations under this Contract. The City hereby creates and grants a lien in favor of the Authority on any and all revenues realized by the City from such tax, to make the payments that are required under this Contract, which lien is superior to any that can hereafter be created, except that this lien may be extended to cover any Additional Contracts, as permitted by Section 5.2(e) and (f) hereof. Nothing herein contained, however, shall be construed as limiting the right of the City to make the payments called for by this Contract out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds and collections of special purpose local option sales tax).

(c) The City's obligation to levy an annual ad valorem tax within the three (3) mill limit authorized by Section 48-5-350 of the Official Code of Georgia Annotated and within the fifteen (15) mill limit prescribed by Section 50 of the City's Charter, or such greater millage hereafter authorized by law, for the purpose of providing funds to meet the City's payment obligations under this Contract shall not be junior and subordinate, but shall be superior or equal to the City's obligation to levy an annual ad valorem tax at such rate or rates within such three (3) mill limit and such fifteen (15) mill limit, or such greater millage as hereafter prescribed by law, pursuant to any applicable provisions of the Prior Contracts and any Additional Contract. It is expressly provided, however, that the City shall not be required to levy a tax in any year at a rate or rates exceeding in the aggregate the maximum three (3) mills now authorized by Section 48-5-350 of the Official Code of Georgia Annotated, the maximum fifteen (15) mill limit prescribed by Section 50 of the City's Charter, or any greater millage hereafter prescribed by law, in order to meet its obligations under the Contracts.

(d) During the term of this Contract, the City shall not:

(1) enter into an Additional Contract that creates a lien on the revenues to be derived from the tax to be levied hereunder by the City to fulfill its obligations hereunder, which is superior to the lien created hereunder;

(2) enter into any other contract or agreement creating a lien on such tax revenues for any purpose other than debt service payments (including creation and maintenance of reasonable reserves therefor) superior to or on a parity with the lien created thereon to fulfill the obligations of the City hereunder;

(3) enter into any Additional Economic Development Contract that provides for payment to be made by the City from moneys derived from the levy of a tax within the maximum millage now or hereafter authorized by law if each annual payment of all amounts payable with respect to debt service or which are otherwise fixed in amount or currently budgeted in amount under all Contracts then in existence that obligate the City to levy the municipal tax authorized by Section 48-5-350 of the Official Code of Georgia Annotated or any successor provision, together with each annual payment to be made under the proposed Additional Economic Development Contract, in each future Fiscal Year, would exceed the amount then capable of being produced by a levy of a tax within the maximum millage now or hereafter authorized by law on the taxable value of property located within the corporate limits of the City subject to taxation for such

purposes, as shown by the latest tax digest available immediately preceding the execution of any such Additional Economic Development Contract; and

(4) enter into any Additional Contract that provides for payment to be made by the City from moneys derived from the levy of a tax within the maximum millage now or hereafter authorized by law if each annual payment of all amounts payable with respect to debt service or which are otherwise fixed in amount or currently budgeted in amount under all Contracts then in existence, together with each annual payment to be made under the proposed Additional Contract, in each future Fiscal Year, would exceed the amount then capable of being produced by a levy of a tax within the maximum millage now or hereafter authorized by law on the taxable value of property located within the corporate limits of the City subject to taxation for such purposes, as shown by the latest tax digest available immediately preceding the execution of any such Additional Contract.

(e) It is further expressly provided that during the term of this Contract, the City shall not hereafter enter into any Additional Economic Development Contract for the purpose of debt service payments (including creation and maintenance of reserves therefor), unless the amount then capable of being produced by the levy of a municipal tax within the maximum millage then authorized under Section 48-5-350 of the Official Code of Georgia Annotated or any successor provision on all taxable property within the corporate limits of the City, as shown by the latest tax digest available immediately preceding the execution of such Additional Economic Development Contract, is equal to at least one and twenty-five hundredths (1.25) times the maximum combined amount payable in any future Fiscal Year with respect to debt service under all existing Contracts that obligate the City to levy the municipal tax authorized by Section 48-5-350 of the Official Code of Georgia Annotated or any successor provision and any such Additional Economic Development Contract. The City shall furnish the Authority, not less than five (5) nor more than sixty (60) days prior to the date of execution and delivery of any such Additional Economic Development Contract, a report of an independent certified public accountant to the effect that, based upon an affidavit of the Tax Commissioner of Cobb County as to the taxable value of property located within the corporate limits of the City, the requirements of this paragraph (e) have been met.

(f) It is further expressly provided that during the term of this Contract, the City shall not hereafter enter into any Additional Contract for the purpose of debt service payments (including creation and maintenance of reserves therefor), unless the amount then capable of being produced by the levy of an ad valorem tax within the maximum millage then prescribed by the City's Charter or any successor provision on all taxable property within the corporate limits of the City, as shown by the latest tax digest available immediately preceding the execution of such Additional Contract, is equal to at least one and twenty five hundredths (1.25) times the maximum combined amount payable in any future Fiscal Year with respect to debt service under all existing Contracts and any such Additional Contract. The City shall furnish the Authority, not less than five (5) nor more than sixty (60) days prior to the date of execution and delivery of any such Additional Contract, a report of an independent certified public accountant to the effect that, based upon an affidavit of the Tax Commissioner of Cobb County as to the taxable value of property located within the corporate limits of the City, the requirements of this paragraph (e) have been met.

(g) Debt service for purposes of paragraphs (e) and (f) of this Section 5.2 shall mean required payments of principal, including principal to be paid through mandatory redemption, interest, and amounts required to be paid for creation and maintenance of reasonable debt service reserves and to establish and maintain mandatory investment programs, less principal and interest received or to be received from investment of any of the foregoing amounts (except funds on hand or to be on hand in any debt service reserve) required to be applied to debt service in each Fiscal Year.

Section 5.3. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Series 2024 Disclosure Certificate. Notwithstanding any other provision of this Contract, failure of the City to comply with the Series 2024 Disclosure Certificate shall not be considered a default hereunder; however, any beneficial owner of the Series 2024 Bonds may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section 5.3.

Section 5.4. Tax-Exempt Status of Tax-Exempt Bonds. The City recognizes that the purchasers and owners of the Tax-Exempt Bonds will have accepted the Tax-Exempt Bonds on, and paid for the Tax-Exempt Bonds a price that reflects, the understanding that interest on the Tax-Exempt Bonds is excluded from the gross income of the owners for federal income tax purposes under laws in force at the time the Tax-Exempt Bonds shall have been delivered.

The City covenants that it shall not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on any Tax-Exempt Bonds to become includable in the gross income of any owner thereof.

The City further covenants and agrees that it shall comply with the representations and certifications it made in its City's Tax Certificate dated the date of issuance of any Tax-Exempt Bonds and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

The City agrees to furnish the Authority any items (including, without limitation, certificates of the City and opinions of Bond Counsel) reasonably requested by it to evidence compliance with the covenants contained in this Section 5.4.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Governing Law. This Contract and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.

Section 6.2. Entire Agreement. This Contract expresses the entire understanding and all agreements between the parties hereto.

Section 6.3. Severability. If any provision of this Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any

jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract shall not affect the remaining portions of this Contract or any part thereof.

Section 6.4. Survival of Warranties. All agreements, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby, shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

Section 6.5. Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.6. Amendments in Writing. No waiver, amendment, release, or modification of this Contract shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing only executed by the parties hereto in accordance with the Bond Resolution.

Section 6.7. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or five days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the Authority, respectively, at the addresses shown below or at such other addresses as may be furnished by the City or the Authority in writing from time to time:

City:	City of Smyrna 2800 King Street, S.E. Smyrna, Georgia 30080-3506 Attention: City Administrator
Authority:	Downtown Smyrna Development Authority 2800 King Street, S.E. Smyrna, Georgia 30080-3506 Attention: Chairman

Section 6.8. Limitation of Rights. Nothing in this Contract, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder and any third party beneficiaries hereof, any benefit or any legal or equitable right, remedy, or claim under this Contract.

[Signatures and Seals to Follow]

IN WITNESS WHEREOF, the City and the Authority have caused this Contract to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the day and year first above written.

(SEAL)

CITY OF SMYRNA

Attest:

By: _____
Mayor

City Clerk

(SEAL)

**DOWNTOWN SMYRNA DEVELOPMENT
AUTHORITY**

Attest:

By: _____
Chairman

Secretary/Treasurer

EXHIBIT A
DESCRIPTION OF PROPERTIES

[Attached]

EXHIBIT B

**DOCUMENTATION SATISFYING
CONDITIONS OF PRIOR CONTRACTS**

[Attached]

DOWNTOWN SMYRNA DEVELOPMENT AUTHORITY

MASTER BOND RESOLUTION

**A MASTER BOND RESOLUTION AUTHORIZING THE ISSUANCE OF
DOWNTOWN SMYRNA DEVELOPMENT AUTHORITY REVENUE BONDS,
FEDERALLY TAXABLE SERIES 2024 AND MAKING OTHER PROVISIONS IN
CONNECTION WITH THE FOREGOING.**

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MASTER BOND RESOLUTION

A MASTER BOND RESOLUTION PROVIDING FOR THE ISSUANCE BY THE DOWNTOWN SMYRNA DEVELOPMENT AUTHORITY OF ITS REVENUE BONDS, FEDERALLY TAXABLE SERIES 2024, FOR THE PURPOSE OF FINANCING THE COSTS OF ACQUIRING AND RENOVATING ECONOMIC DEVELOPMENT PROJECTS; TO PROVIDE TERMS, PROVISIONS, AND CONDITIONS FOR THE ISSUANCE OF ITS REVENUE BONDS, FEDERALLY TAXABLE SERIES 2024 AND OTHER SERIES OF BONDS; AND FOR OTHER RELATED PURPOSES.

WHEREAS, the Downtown Smyrna Development Authority (the “Authority”) is a body corporate and politic and public corporation duly created and validly existing under and pursuant to an amendment to Article VII, Section VII, Paragraph I of the Constitution of the State of Georgia of 1945 (1970 Ga. Laws 1117 to 1119, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to Article XI, Section I, Paragraph IV of the Constitution of the State of Georgia of 1983 and an Act of the General Assembly of the State of Georgia (1986 Ga. Laws 3957 to 3958, inclusive), as implemented by an Act of the General Assembly of the State of Georgia (1989 Ga. Laws 4382 to 4396, inclusive) (collectively the “Act”); and

WHEREAS, the Authority’s members have been appointed as provided in the Act and are currently acting in that capacity; and

WHEREAS, the Act authorizes the Authority to issue revenue bonds and use the proceeds thereof for the purpose of paying all or any part of the cost of any “project,” which includes the acquisition, construction, remodeling, altering, renovating, equipping, maintaining, and operating of buildings, both private and public, and the usual and convenient facilities appertaining to such undertakings and extension and improvement of such buildings; the acquisition of parking facilities or parking areas in connection therewith; and the construction, reconstruction, alteration, changing, and closing of streets, roads, and alleys, and to secure the repayment of any such money so borrowed by the terms of the resolution authorizing such financing; and

WHEREAS, the Act also authorizes the Authority (1) to construct, erect, purchase, acquire, own, repair, remodel, renovate, rehabilitate, maintain, extend, improve, sell, equip, expand, add to, operate, or manage projects; (2) to make and execute contracts and other instruments necessary or convenient to exercise the powers of the Authority, including, but not limited to, contracts for construction of projects, leases of projects, contracts for sale of projects, and contracts with respect to the use of projects; and (3) to contract for any period not exceeding 50 years with any municipality of the State of Georgia for the use by such municipality of any facilities or services of the Authority, provided that such contracts shall deal with such activities and transactions as the Authority and any such municipality are by law authorized to undertake; and

WHEREAS, the Act also authorizes the Authority, as security for repayment of its revenue bonds, to pledge, convey, assign, hypothecate, or otherwise encumber any property of the Authority and to execute any agreement for the sale of its revenue bonds, security agreement, assignment, or other instrument as may be necessary or desirable, in the judgment of the Authority, to secure any such revenue bonds; and

WHEREAS, the Act provides that the terms, conditions, covenants, and provisions contained in any resolution of the governing body of the Authority authorizing the issuance of revenue bonds of the Authority shall bind said governing body then in office and its successors thereof; that the resolution providing for the issuance of such bonds may set forth the rights and remedies of the bondholders and may prescribe the procedure by which bondholders may enforce their rights and may also contain provisions concerning the conditions, if any, upon which additional revenue bonds may be issued *pari passu* with the revenue bonds initially issued pursuant to such resolution; and that any resolution adopted by the Authority may contain such terms and provisions as the Authority shall approve, such approval of the Authority to be conclusively established by the execution of any such resolution by the Chairman or Vice Chairman of the Authority and the attestation of such execution by the Secretary/Treasurer or any Assistant Secretary/Treasurer of the Authority; and

WHEREAS, the Authority proposes to issue, sell, and deliver its revenue bonds to be known as “Downtown Smyrna Development Authority Revenue Bonds, Federally Taxable Series 2024” (the “Series 2024 Bonds”), in the original aggregate principal amount not to exceed \$16,500,000, for the purpose of obtaining funds to finance the costs of acquiring and renovating or demolishing properties located at 1275 Church Street in Smyrna, Georgia, to be held for sale for redevelopment for commercial and residential uses or to be rented for event purposes (the “Properties”), and to finance a portion of the costs of issuing the Series 2024 Bonds; and

WHEREAS, the Authority and the City of Smyrna (the “City”) propose to enter into an Intergovernmental Economic Development Agreement, to be dated as of the first day of the month of its execution and delivery (the “Contract”), under the terms of which (1) the Authority will agree to acquire and renovate or demolish the Properties to be held for sale for redevelopment for commercial and residential uses or to be rented for event purposes and (2) the City will agree (a) to make payments to the Authority in amounts sufficient to enable the Authority to pay, among other things, the principal of, premium, if any, and interest on the Series 2024 Bonds when due and (b) to levy an annual *ad valorem* tax on all taxable property located within the corporate limits of the City, at such rates within the three (3) mill limit authorized pursuant to Section 48-5-350 of the Official Code of Georgia Annotated and within the fifteen (15) mill limit prescribed by Section 50 of the City’s Charter or such greater millage limit hereafter authorized under applicable law, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Contract; and

WHEREAS, the Authority is pledging pursuant to this Master Bond Resolution the payments to be received by the Authority from the City pursuant to the Contract, to the payment of the Series 2024 Bonds; and

WHEREAS, the Authority hereby finds and determines that the Properties are “projects” within the meaning of the Act and that the financing of the Properties will further the purposes and policies of the Act; and

WHEREAS, the members of the Authority have determined that accomplishing the foregoing is in the best interests of the Authority, and the members of the Authority have found and do hereby declare that such undertaking is for a lawful, valid, and necessary public purpose, which will further the redevelopment of the downtown Smyrna area, all to the public benefit and good; and

WHEREAS, all things necessary to make the Series 2024 Bonds, when authenticated by the Bond Registrar and issued and delivered as provided in this Master Bond Resolution, the legal, valid, binding, and enforceable limited obligations of the Authority according to the import thereof, and to create a valid pledge of the payments to be made under the Contract to the payment of the principal of, redemption premium, if any, and interest on the Series 2024 Bonds and a valid collateral assignment of certain of the rights, title, and interest of the Authority in and to the Contract have been done and performed, and the adoption of this Master Bond Resolution and the execution, issuance, and delivery of the Series 2024 Bonds, subject to the terms hereof, have in all respects been authorized;

NOW, THEREFORE, BE IT RESOLVED by the members of the Downtown Smyrna Development Authority, and it is hereby resolved by authority of the same, as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Certain words and terms used in this Master Bond Resolution shall have the meaning given them in Article I of the Contract, which by this reference is incorporated herein. In addition to the words and terms defined in Article I of the Contract, the following words and terms shall have the meanings specified below unless the context or use indicates another or different meaning or intent:

“Authorized Authority Representative” means the person at the time designated to act on behalf of the Authority by written certificate furnished to the City and the Project Fund Depository, containing the specimen signature of such person and signed on behalf of the Authority by its Chairman or Vice Chairman. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

“Authorized City Representative” means the person at the time designated to act on behalf of the City by written certificate furnished to the Authority and the Project Fund Depository, containing the specimen signature of such person and signed on behalf of the City by its Mayor or Mayor Pro Tem. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

“Beneficial Owner,” with respect to the Series 2024 Bonds, shall have the meaning specified in Section 2.11.

“Bond Register” means the registration books maintained and to be maintained by the Bond Registrar.

“Bond Registrar” means the commercial bank appointed by the Authority to maintain, in accordance with the provisions of the Bond Resolution, the registration books of the Authority for any series of Bonds. Regions Bank, Atlanta, Georgia, is the initial Bond Registrar for the Series 2024 Bonds.

“Bond Resolution” means this Master Bond Resolution as it may from time to time be modified, supplemented, or amended by Supplemental Resolutions.

“Bond Year” means the twelve-month period beginning on February 2 of each calendar year and ending on February 1 of the next succeeding calendar year.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means the Intergovernmental Economic Development Agreement, to be dated as of the first day of the month of its execution and delivery, by and between the City and the Authority, in substantially the form attached hereto as Exhibit A, as the same may be supplemented and amended from time to time in accordance with the provisions thereof.

“DTC” means The Depository Trust Company, New York, New York, or its nominee, or its successors and assigns, or any other depository performing similar functions under the Bond Resolution.

“Event of Default” means any of the events defined as such in Article VII.

“Government Obligations” means direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of Treasury of the United States of America) or obligations the payment of the principal of and interest on which when due are fully and unconditionally guaranteed by the United States of America.

“Interest Payment Date” means August 1 and February 1 of each year.

“Investment Earnings” means all interest received on and profits derived from investments made with Pledged Revenues or any moneys in the funds and accounts specified in Section 4.2 or Section 13.1.

“Letter of Representations” means the Blanket Issuer Letter of Representations, dated November 18, 2002, between the Authority and DTC.

“Moody’s” means Moody’s Investors Service, Inc. or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Authority at the direction of the City. The notice address of Moody’s shall be 7 World Trade Center, 250 Greenwich Street, New York, New York 10007.

“Outstanding Bonds” or **“Bonds Outstanding”** or **“Outstanding”** means all Bonds that have been duly authenticated and delivered by the Bond Registrar under the Bond Resolution, except:

- (a) Bonds theretofore cancelled or required to be cancelled by the Bond Registrar,
- (b) Bonds that are deemed to have been paid in accordance with Article XI, and
- (c) Bonds in substitution for which other Bonds have been authenticated and delivered under Section 2.7.

If the Bond Resolution shall be discharged pursuant to Article XI, no Bonds shall be deemed to be outstanding within the meaning of this provision.

“Paying Agent” means the commercial bank or banks appointed by the Authority to serve as paying agent in accordance with the terms of the Bond Resolution for any series of Bonds, and their successors and assigns. Regions Bank, Atlanta, Georgia, is the initial Paying Agent for the Series 2024 Bonds.

“Permitted Investments” means obligations in which the Authority is permitted to invest moneys of the Authority pursuant to applicable law that have (or are collateralized by obligations that have) a Rating by any Rating Agency which is equal to or greater than the third highest long term Rating of such Rating Agency, or that bears (or are collateralized by obligations that bear) the second highest short-term Rating of such Rating Agency.

“Pledged Revenues” means the revenues received by the Authority constituting payments pursuant to Section 5.1(a) and (b) of the Contract.

“Project Fund” means the Project Fund created in Section 4.2 of the Bond Resolution and referred to herein.

“Project Fund Depository” means initially Truist Bank, Smyrna, Georgia, and its successors and assigns, or any successor depository for the Project Fund hereafter appointed by the Authority at the direction of the City; provided, however, the Project Fund Depository shall at all times be a commercial bank.

“Rating” means a rating in one of the categories by a Rating Agency, disregarding pluses, minuses, and numerical gradations.

“Rating Agencies” or **“Rating Agency”** means Moody’s and Standard & Poor’s or any successors thereto and any other nationally recognized credit rating agency then maintaining a rating on any Bonds at the request of the Authority at the direction of the City. If at any time a particular Rating Agency does not have a rating outstanding with respect to the relevant Bonds, then a reference to Rating Agency or Rating Agencies shall not include such Rating Agency.

“Rebate Amount” means the rebatable arbitrage in connection with any Tax-Exempt Bonds, which is payable to the United States Treasury pursuant to Section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith.

“Rebate Calculator” means any nationally recognized bond counsel, nationally recognized firm of certified public accountants, or other firm acceptable to the Authority, which is expert in making the calculations required by Section 148(f) of the Code, appointed by the Authority pursuant to Section 4.10 hereof to make the calculations required by Section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith.

“Record Date” means, with respect to any Interest Payment Date, the 15th day of the calendar month next preceding such Interest Payment Date.

“Regulations” means the Treasury Regulations promulgated under and pursuant to the Code.

“Series 2024 Account” means the account established within the Project Fund pursuant to Section 4.2 of the Bond Resolution.

“Series 2024 Registrar and Paying Agent Agreement” means the Registrar and Paying Agent Agreement, to be dated the date of its execution and delivery, between the Authority and Regions Bank, as amended, modified, or replaced.

“Series Resolution” means a bond resolution or bond resolutions (which may be supplemented by one or more bond resolutions) to be adopted prior to the delivery of any series of Additional Bonds. Such a bond resolution as supplemented shall establish the date or dates of the pertinent series of Additional Bonds, the schedule of maturities thereof, the name of the purchaser or purchasers of each series of Additional Bonds, the purchase price thereof, the rate or rates of interest to be borne thereby, whether fixed or variable, and the terms and conditions, if any, under which such Bonds may be made subject to redemption (mandatory or optional) prior to maturity, and such other details as the Authority may determine.

“Standard and Poor’s” or **“S&P”** means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, or, if such company is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Issuer at the request of the Purchaser. The notice address of Standard & Poor’s shall be 55 Water Street, New York, New York 10041.

“Supplemental Resolution” means (a) any Series Resolution and (b) any modification, amendment, or supplement to the Bond Resolution other than a Series Resolution.

“Term Bonds” means Bonds that mature on one date, yet a significant portion of which are required to be redeemed prior to maturity under a schedule of mandatory redemptions to be established by the Series Resolution authorizing the issuance of such Bonds.

“Underwriter” means, for purposes of the Series 2024 Bonds, Raymond James & Associates, Inc.

Section 1.2. Construction of Certain Terms. For all purposes of the Bond Resolution, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) “The Bond Resolution” means this instrument as originally adopted or as it may from time to time be supplemented or amended by one or more resolutions supplemental hereto adopted pursuant to the applicable provisions hereof.

(3) All references in this instrument to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument. The words “herein,” “hereof,” and “hereunder” and other words of similar import refer to the Bond Resolution as a whole and not to any particular Article, Section, or other subdivision.

(4) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.

(5) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, on and as of the date of this instrument.

Section 1.3. Table of Contents; Titles and Headings. The table of contents, the titles of the articles, and the headings of the sections of the Bond Resolution are solely for convenience of reference, are not a part of the Bond Resolution, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.4. Contents of Certificates or Opinions. Every certificate or opinion with respect to the compliance with a condition or covenant provided for in the Bond Resolution shall include: (i) a statement that the person or persons making or giving such certificate or opinion have read such covenant or condition and the definitions herein relating thereto; (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (iii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (iv) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by an official of the Authority or the City may be based, insofar as it relates to legal or accounting matters, upon a certificate or an opinion of counsel or an accountant, which certificate or opinion has been given only after due inquiry of the relevant facts and circumstances, unless such official knows that the certificate or opinion with respect to the matters upon which his certificate or opinion may be based as aforesaid is erroneous or in the exercise of reasonable care should have known that the same was erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based (insofar

as it relates to factual matters with respect to information that is in the possession of an official of the Authority or the City or any third party) upon the certificate or opinion of or representations by an official of the Authority or the City or any third party on whom counsel or an accountant could reasonably rely unless such counsel or such accountant knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous. The same official of the Authority or the City, or the same counsel or accountant, as the case may be, need not certify or opine to all of the matters required to be certified or opined under any provision of the Bond Resolution, but different officials, counsel, or accountants may certify or opine to different matters, respectively.

Section 1.5. Findings Required by Act. It is hereby found, ascertained, determined, and declared that the Properties constitute “projects,” within the meaning of that term as defined in the Act, and that the Properties and their uses will further the redevelopment of the downtown Smyrna area and the public purpose of the Authority, all to the public benefit and good.

[End of Article I]

ARTICLE II

AUTHORIZATION, FORM, AND REGISTRATION OF BONDS

Section 2.1. Authorization; Designation of Bonds. The Bonds authorized under the Bond Resolution may be issued and sold in one or more series from time to time, shall be designated “Downtown Smyrna Development Authority Revenue Bonds,” and shall be in substantially the form set forth in the Bond Resolution, but such variations, omissions, substitutions, and insertions may be made therein, and such particular series designation, legends, or text may be endorsed thereon as may be necessary or appropriate to conform to and as required or permitted by this Master Bond Resolution and any Series Resolution or as may be necessary or appropriate to comply with applicable requirements of law. The Bonds may bear such legends or contain such further provisions as may be necessary to comply with or conform to the rules and requirements of any brokerage board, securities exchange, or municipal securities rulemaking board.

There is hereby authorized to be executed and delivered a series of Bonds, designated “Downtown Smyrna Development Authority Revenue Bonds, Federally Taxable Series 2024,” in the original aggregate principal amount to be specified in a Supplemental Resolution to be adopted by the members of the Authority, but which shall not in any event exceed a maximum aggregate principal amount of \$16,700,000. Additional Bonds may be issued from time to time as provided in, and subject to the limitations set forth in, this Article.

Section 2.2. Terms of Bonds. The Bonds shall be issued in fully registered form in the denomination of \$5,000 each or integral multiples thereof and shall be dated as provided in the pertinent Series Resolution.

Each Bond authenticated prior to the first Interest Payment Date thereon shall bear interest from its dated date. Each Bond authenticated on or after the first Interest Payment Date thereon shall bear interest from the Interest Payment Date thereon next preceding the date of authentication thereof, unless such date of authentication shall be an Interest Payment Date to which interest on such Bond has been paid in full or duly provided for, in which case from such date of authentication; provided that if, as shown by the records of the Paying Agent, interest on such Bond shall be in default, such Bond shall bear interest from the date to which interest has been paid in full on such Bond or, if no interest has been paid on such Bond, its dated date. Each Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate borne by such Bond.

The Series 2024 Bonds shall be numbered in some convenient manner, as established by the Bond Registrar and as shown by the Bond Register, and principal of, redemption premium, if any, and interest on the Series 2024 Bonds shall be payable as provided in the Bond Resolution. The Series 2024 Bonds shall be dated the date of issuance and delivery.

The Series 2024 Bonds shall bear interest at the rates per annum to be specified in a Supplemental Resolution to be adopted by the members of the Authority (but which shall not in any event exceed a maximum per annum rate of interest of 7.00%), computed on the basis of a

360-day year consisting of twelve 30-day months, payable on February 1, 2025, and semiannually thereafter on each August 1 and February 1 of each year and shall mature on February 1, in the years (with a term not exceeding 30 years) and in the principal amounts to be specified in a Supplemental Resolution to be adopted by the members of the Authority (provided the principal of and interest on the Series 2024 Bonds payable in any Bond Year shall not in any event exceed a maximum amount of \$2,200,000), unless earlier called for redemption.

The Series 2024 Bonds that mature on February 1 of the years to be specified in a Supplemental Resolution to be adopted by the members of the Authority will be Term Bonds.

Some or all of the Bonds issued after the Series 2024 Bonds may be issued as Term Bonds maturing in one or more years, yet subject to mandatory redemption prior to maturity.

Any requirement for the mandatory redemption of Term Bonds prior to maturity may be satisfied to the extent that any Bonds of the same series and maturity shall have been acquired by the Authority and presented for cancellation to the Bond Registrar on or prior to the mandatory redemption date.

Section 2.3. Place of Payment. The principal of and redemption premium, if any, on the Bonds shall be payable to the registered owner thereof on the dates specified, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Interest on the Bonds shall be paid by check or draft on the Paying Agent mailed by first-class mail on the pertinent Interest Payment Date (if immediately available funds have been provided to the Paying Agent for such payment on or prior to such Interest Payment Date) to the registered owner of each such Bond at the address shown on the Bond Register on the Record Date or to such other address as shall have been furnished in writing to the Bond Registrar by the registered owner prior to such Record Date. All such payments shall be made in lawful money of the United States of America.

Section 2.4. Execution and Authentication; Form of Bonds. The Bonds shall be executed in the name of the Authority, shall bear the manual or facsimile signature of the Chairman of the Authority, and the actual or facsimile seal of the Authority shall be affixed to or imprinted on the Bonds and attested by the manual or facsimile signature of the Secretary/Treasurer of the Authority. The validation certificate to be printed on the Bonds shall be executed by use of the manual or facsimile signature of the Clerk of the Superior Court of Cobb County and the actual or a facsimile of the official seal of such court shall be affixed to or imprinted thereon. Pending delivery of definitive Bonds, temporary Bonds may be issued and delivered, signed by such officials with their manual or facsimile signatures. In case any official whose signature shall appear on the Bonds shall cease to be such official before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until such delivery.

Only such Bonds as shall be authenticated by the endorsement thereon of a certificate of authentication substantially in the form set forth in the Bond Resolution, executed by the Bond Registrar by the manual signature of one of its authorized signatories, shall be secured by the Bond Resolution or shall be entitled to any benefit under the Bond Resolution. Every such

certificate of the Bond Registrar upon any Bond purporting to be secured by the Bond Resolution shall be conclusive evidence that the Bond so certified has been duly issued under the Bond Resolution and that the owner is entitled to the benefits of the Bond Resolution. It shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds secured under the Bond Resolution.

The Series 2024 Bonds, the Certificate of Authentication, the Validation Certificate, and the Assignment and Transfer shall be in substantially the following forms, provided that some of the text of each such Bond may appear on the reverse side thereof, with such variations, omissions, substitutions, and insertions as are required or permitted by the Bond Resolution:

[FORM OF SERIES 2024 BOND]

Unless this Bond is presented by an authorized representative of The Depository Trust Company (“DTC”), a New York corporation, to the Authority or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF GEORGIA
DOWNTOWN SMYRNA DEVELOPMENT AUTHORITY
REVENUE BOND,
FEDERALLY TAXABLE SERIES 2024**

Number R- _____

Principal Amount \$ _____

Maturity
Date

Interest
Rate

Dated

CUSIP

February 1, _____

Registered Owner: Cede & Co.

KNOW ALL MEN BY THESE PRESENTS that the **DOWNTOWN SMYRNA DEVELOPMENT AUTHORITY** (the “Authority”), a body corporate and politic and public corporation duly created and existing under the laws of the State of Georgia, for value received, hereby promises to pay (but only out of the sources provided) to the registered owner identified above, or registered assigns, on the Maturity Date stated above, unless this Bond shall have been called for redemption prior to maturity and payment of the redemption price shall have been duly made or provided for, the principal amount identified above and to pay (but only out of the sources provided) interest on the balance of such principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as hereinafter defined) with respect to which interest has been paid or duly provided for, until payment of such principal sum has been made, at the interest rate per annum shown above (computed on the basis of a 360-day year consisting of twelve 30-day months) on February 1 and August 1 of each year (each an “Interest Payment Date”) commencing February 1, 2025, until the payment of the principal amount of this Bond in full, and promises to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest, at such rate.

Principal of and redemption premium, if any, on this Bond are payable when due in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of Regions Bank, Atlanta, Georgia, as registrar and paying agent (the “Bond Registrar” or the “Paying Agent”). Payment of interest on this Bond shall be made to the registered owner and shall be paid in lawful money of the United States of America by check or draft mailed on the applicable Interest Payment Date to such registered owner as of the close of business on the 15th day of the calendar month (the “Record Date”) immediately preceding such Interest Payment Date at its address as it appears on the registration books (the “Bond Register”) of the Authority maintained by the Bond Registrar, or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

This Bond is one of a series of \$ _____ in original aggregate principal amount of revenue bonds designated “Downtown Smyrna Development Authority Revenue Bonds, Federally Taxable Series 2024” (the “Series 2024 Bonds”), issued by the Authority pursuant to and in full compliance with the provisions of the Constitution and statutes of the State of Georgia, including specifically, but without limitation, an amendment to Article VII, Section VII, Paragraph I of the Constitution of the State of Georgia of 1945 (1970 Ga. Laws 1117 to 1119, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to Article XI, Section I, Paragraph IV of the Constitution of the State of Georgia of 1983 and an Act of the General Assembly of the State of Georgia (1986 Ga. Laws 3957 to 3958, inclusive), as implemented by an Act of the General Assembly of the State of Georgia (1989 Ga. Laws 4382 to 4396, inclusive) (collectively the “Act”), and pursuant to a Master Bond Resolution duly adopted by the Authority on July 23, 2024, as supplemented and amended by a Supplemental Series 2024 Bond Resolution duly adopted by the Authority on August __, 2024 (collectively the “Bond Resolution”), authorized to be issued for the purposes of financing the costs of acquiring and renovating or demolishing properties located at 1275 Church Street in Smyrna, Georgia, to be held for sale for redevelopment for commercial and residential uses or to be rented for event purposes (the “Properties”).

The Authority and the City of Smyrna (the “City”) entered into an Intergovernmental Economic Development Agreement, dated as of August 1, 2024 (the “Contract”), under the terms of which (1) the Authority agreed to acquire and renovate or demolish the Properties to be held for sale for redevelopment for commercial and residential uses or to be rented for event purposes and (2) the City agreed (a) to make payments to the Authority in amounts sufficient to enable the Authority to pay, among other things, the principal of, premium, if any, and interest on the Series 2024 Bonds when due and (b) to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates within the three (3) mill limit authorized pursuant to Section 48-5-350 of the Official Code of Georgia Annotated and within the fifteen (15) mill limit prescribed by Section 50 of the City’s Charter or such greater millage limit hereafter authorized under applicable law, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Contract.

The Series 2024 Bonds are all issued under and are equally and ratably secured by and entitled to the protection of the Bond Resolution. Pursuant to the Bond Resolution, as security for the payment of the principal of, redemption premium, if any, and interest on the Series 2024 Bonds, the Authority collaterally assigned its right, title, and interest in and to the Contract for

the benefit of the owners of the Series 2024 Bonds and pledged the payments to be made by the City under the Contract to the payment of the principal of, redemption premium, if any, and interest on the Series 2024 Bonds. The Bond Resolution provides that the Authority may hereafter issue Additional Bonds (as defined in the Bond Resolution) from time to time under certain terms and conditions contained therein, and if issued, such Additional Bonds will rank on a parity with the Series 2024 Bonds.

Any Series 2024 Bonds shall be subject to optional redemption prior to maturity by the Authority upon the written request of the City pursuant to the Contract, from moneys on deposit in the Sinking Fund, in whole or in part on any day (and if in part in an authorized denomination), in either case on or after February 1, ____, at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

The Series 2024 Bonds maturing on February 1, ____, ____, and ____ are subject to mandatory redemption prior to maturity by application of payments from the Sinking Fund, in accordance with the Bond Resolution, at a redemption price equal to the principal amount of the 2024 Bonds set forth below plus the interest due thereon on the redemption date, on the dates set forth below:

Series 2024 Bonds Maturing February 1, ____

February 1
of the Year

Principal Amount

+ Final Maturity

Series 2024 Bonds Maturing February 1, ____

February 1
of the Year

Principal Amount

+ Final Maturity

Series 2024 Bonds Maturing February 1, _____

February 1
of the Year

Principal Amount

+ Final Maturity

Notice of redemption, unless waived, is to be given by first class mail, postage prepaid, at least 30 and not more than 60 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Authority maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All such Bonds thus called for redemption and for the retirement of which funds are duly provided shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Bonds on such date and interest on the Bonds or portions of Bonds so called for redemption shall cease to accrue; such Bonds or portions of Bonds shall cease to be entitled to any lien, benefit, or security under the Bond Resolution; and the owners of such Bonds or portions of Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. Any defect in any notice of redemption shall not affect the validity of proceedings for the redemption of any Bonds.

The Authority has established a book-entry system of registration for the Series 2024 Bonds. Except as specifically provided otherwise in the Bond Resolution, an agent will hold this Bond on behalf of the beneficial owner hereof. By acceptance of a confirmation of purchase, delivery, or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement. While the Series 2024 Bonds are in the book-entry system of registration, the Bond Resolution provides special provisions relating to the Series 2024 Bonds, which override certain other provisions of the Bond Resolution. This Bond is transferable by the registered owner at the principal corporate trust office of the Bond Registrar but only in the manner, subject to the limitations, and upon payment of the charges provided in the Bond Resolution and upon surrender of this Bond. Upon such transfer a new registered Bond or Bonds of the same series, maturity, interest rate, aggregate principal amount, and tenor, of any authorized denomination or denominations, and bearing numbers not then contemporaneously outstanding will be issued to the transferee in exchange therefor.

The Series 2024 Bonds are issuable as fully registered Bonds in the denomination of \$5,000 or any integral multiple thereof.

Under the terms of the Contract and the Bond Resolution, the Authority and the City have agreed that the payments to be made by the City under the Contract will be paid by the City

directly to the Sinking Fund Custodian designated in the Bond Resolution for the account of the Authority and deposited into the special fund created in the Bond Resolution and designated “Downtown Smyrna Development Authority Sinking Fund.”

To the extent and in the manner permitted by the Bond Resolution, modifications, alterations, amendments, additions, and rescissions of the provisions of the Bond Resolution, or of any resolution supplemental thereto or of the Series 2024 Bonds, may be made by the Authority with the consent of the owners of at least sixty-five per centum (65%) of the principal amount of the obligations then outstanding under the Bond Resolution, and without the necessity for notation hereon or reference thereto.

THIS BOND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE STATE OF GEORGIA, THE CITY, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION WHATSOEVER, NOR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF ANY OF THE FOREGOING OR OF THE AUTHORITY, NOR SHALL ANY OF THE FOREGOING BE SUBJECT TO ANY PECUNIARY LIABILITY HEREON. THIS BOND SHALL NOT BE PAYABLE FROM NOR A CHARGE UPON ANY FUNDS OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT HEREOF AND SHALL BE A LIMITED OR SPECIAL OBLIGATION OF THE AUTHORITY PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE BOND RESOLUTION, INCLUDING THE PROCEEDS OF THE HEREINBEFORE DESCRIBED AD VALOREM TAX THAT THE CITY IS OBLIGATED TO LEVY. NO OWNER OF THIS BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF GEORGIA, THE CITY, THE AUTHORITY, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, EXCEPT TO LEVY THE HEREINBEFORE DESCRIBED AD VALOREM TAX, TO PAY THE PRINCIPAL OF THIS BOND OR THE INTEREST OR ANY PREMIUM HEREON, OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE FOREGOING, OTHER THAN THE PROCEEDS OF THE HEREINBEFORE DESCRIBED AD VALOREM TAX, NOR SHALL THIS BOND CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE FOREGOING OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT HEREOF. NEITHER THE MEMBERS OF THE AUTHORITY NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND BY REASON OF THE ISSUANCE HEREOF.

For a more particular statement of the covenants and provisions securing this Bond, the conditions under which the owner of this Bond may enforce the various covenants (other than the covenant to pay principal of and interest on this Bond when due from the sources provided, the right to enforce which is unconditional), the conditions upon which Additional Bonds may be issued on a parity with this Bond under the Bond Resolution, and the conditions upon which the Bond Resolution may be amended with the consent of the owners of the Bonds outstanding under the Bond Resolution, reference is made to the Bond Resolution. In case of default the owner of this Bond shall be entitled to the remedies provided by the Bond Resolution.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law.

This Bond shall not be entitled to any security or benefit under the Bond Resolution or become valid or obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed by the manual signature of its Chairman and has caused the official seal of the Authority to be impressed on this Bond and attested by the manual signature of its Secretary/Treasurer.

**DOWNTOWN SMYRNA DEVELOPMENT
AUTHORITY**

(SEAL)

By: _____
Chairman

Attest:

Secretary/Treasurer

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds of the series described in the within-mentioned Bond Resolution.

REGIONS BANK,
as Bond Registrar

By: _____
Authorized Signatory

Date of Registration
and Authentication:

_____, _____

* * * * *

[FORM OF VALIDATION CERTIFICATE]

VALIDATION CERTIFICATE

STATE OF GEORGIA)
)
COUNTY OF COBB)

The undersigned Clerk of the Superior Court of Cobb County, State of Georgia, HEREBY CERTIFIES that this Bond and the security therefor was validated and confirmed by judgment of the Superior Court of Cobb County, on the ___ day of _____ 2024 in Civil Action File No. 24-1-_____, that no intervention or objection was filed opposing the validation of this Bond, and that no appeal of such judgment of validation has been taken.

IN WITNESS WHEREOF, I have hereunto set my hand and have impressed hereon the official seal of the Superior Court of Cobb County.

Clerk, Superior Court of Cobb County

(COURT SEAL)

* * * * *

The following abbreviations, when used in the inscription on this Bond or in the assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common and not as community property
UNIF TRANS		
MIN ACT	-	_____ Custodian _____ (Custodian) (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may be used although not in the above list.

[FORM OF ASSIGNMENT]

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____

(Name and Address of Assignee)

(Insert Social Security or Taxpayer
Identification Number of Assignee)

the within revenue bond of the Downtown Smyrna Development Authority and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

(Signature Guaranteed)

Notice: Signature(s) must be guaranteed by an eligible guarantor institution (such as banks, stockbrokers, savings and loan associations, and credit unions) with membership in an approved Signature Guarantee Medallion Program pursuant to S.E.C. Rule 17Ad-15.

Registered Owner

Notice: The signature(s) on this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement, or any change whatsoever.

[END OF SERIES 2024 BOND FORM]

Section 2.5. Proof of Ownership. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and the payment of the principal of, redemption premium, if any, and interest on each Bond shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including redemption premium, if any, and the interest thereon to the extent of the sums so paid.

Section 2.6. Bond Registrar; Transfer and Exchange. The Bond Registrar shall keep the Bond Register for the registration of the Bonds and for the registration of transfers of the Bonds as herein provided. The transfer of any Bond shall be registered upon the Bond Register upon the surrender and presentation of such Bond at the principal corporate trust office of the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or the registered owner's attorney duly authorized in writing in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond or Bonds so surrendered a new Bond or Bonds registered in the name of the transferee of the same series, maturity, interest rate, aggregate principal amount, and tenor, of any authorized denomination or denominations, and bearing numbers not then contemporaneously outstanding.

Any Bond, upon presentation and surrender thereof at the principal corporate trust office of the Bond Registrar, may be exchanged for an aggregate principal amount of Bonds of other authorized denominations of the same series, maturity, and interest rate, and bearing numbers not then contemporaneously outstanding. The Authority shall cause to be executed and the Bond Registrar shall authenticate and deliver Bonds that the Bondholder making the exchange is entitled to receive.

The Bond Registrar may make a charge for every exchange or registration of transfer of the Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to the owner for the privilege of exchanging or registering the transfer of Bonds under the Bond Resolution.

All Bonds surrendered for exchange or transfer of registration shall be cancelled and destroyed by the Bond Registrar in accordance with Section 2.8.

Section 2.7. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Bond is mutilated, lost, stolen, or destroyed, the Authority may execute and deliver a new Bond of the same series, maturity, interest rate, aggregate principal amount, and tenor in lieu of and in substitution for the Bond mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Registrar, and in the case of any lost, stolen, or destroyed Bond, there shall be first furnished to the Bond Registrar evidence satisfactory to it of the ownership of such Bond and of such loss, theft, or destruction, together with indemnity to the Authority and the Bond Registrar, satisfactory to each of them. If any such Bond shall have matured or a redemption date pertaining thereto shall have passed, instead of issuing a new Bond, the Authority may pay or cause the Paying Agent to pay the same. The

Authority, the Bond Registrar, and the Paying Agent may charge the owner of such Bond with their reasonable fees and expenses in this connection.

In executing a new Bond and in furnishing the Bond Registrar with the written authorization to deliver a new Bond as provided for in this Section, the Authority may rely conclusively on a representation of the Bond Registrar that the Bond Registrar is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft, or destruction of any Bond.

Section 2.8. Blank Bonds; Destruction of Bonds. The Authority shall make all necessary and proper provisions for the transfer and exchange of the Bonds by the Bond Registrar, and the Authority shall deliver or cause to be delivered to the Bond Registrar a sufficient quantity of blank Bonds duly executed on behalf of the Authority, together with the certificate of validation pertaining thereto duly executed by the Clerk of the Superior Court of Cobb County, as herein provided, in order that the Bond Registrar shall at all times be able to register and authenticate the Bonds at the earliest practicable time in accordance with the provisions of the Bond Resolution. All Bonds surrendered in any such exchange or registration of transfer shall be forthwith cancelled by the Bond Registrar and a record thereof duly entered in the permanent records pertaining to the Bonds maintained by the Bond Registrar.

Section 2.9. Additional Bonds. No other revenue bonds or other obligations shall hereafter be issued that are payable from or enjoy a lien on the Pledged Revenues prior to the lien created for the payment of the Series 2024 Bonds.

Additional Bonds may be issued by the Authority, however, from time to time, ranking as to lien on the Pledged Revenues on a parity with the Series 2024 Bonds, provided all of the following conditions are met:

- (a) None of the Outstanding Bonds are in default as to payment of principal or interest.
- (b) The Authority is in compliance with the terms and conditions of the Bond Resolution and the Contract and the City is in compliance with the terms and conditions of the Contract.
- (c) The payments to be made into the Sinking Fund must have been made in the full amounts required.
- (d) The Authority and the City shall amend the Contract and reaffirm all applicable provisions of the Contract, under the terms of which amendment the City must obligate itself to pay to the Authority payments sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the Outstanding Bonds and Additional Bonds proposed to be issued as the same become due and payable, either at maturity or by proceedings for mandatory redemption.
- (e) The Authority shall pass proper proceedings reciting that all of the above requirements have been met; shall authorize the issuance of the Additional Bonds; and

shall provide in such proceedings, among other things, the date or dates of such Additional Bonds, the rate or rates of interest that such Additional Bonds shall bear, the maturity dates of such Additional Bonds, redemption provisions for such Additional Bonds, and provisions for registration of such Additional Bonds. In addition, the proceedings of the Authority shall establish any additional accounts, if any, required in funds established pursuant to Section 4.2. The interest on the Additional Bonds of any such issue shall fall due on August 1 and February 1 of each year, and the principal amount of such Additional Bonds shall mature in installments on August 1 or February 1, or both, but, as to principal on such Bonds, not necessarily in each year or in equal installments. The proceedings for such Additional Bonds may contain additional restrictions on the issuance of Additional Bonds, which restrictions shall, so long as, but only so long as, such Additional Bonds remain Outstanding, be for the benefit of any other Bonds secured by the Bond Resolution. Any such proceeding or proceedings shall ratify and reaffirm, by reference, all of the applicable terms, conditions, and provisions of the Bond Resolution.

(f) The Authority shall furnish the City with a duly certified copy of the Series Resolution authorizing the issuance of such Additional Bonds, and the City, acting by and through its Mayor and Council, shall acknowledge receipt of the certified copy of such Series Resolution, retain such Series Resolution in its permanent records, and authorize the issuance of such Additional Bonds.

(g) The requirements of Section 4.4 of the Contract have been satisfied.

(h) Such Additional Bonds and all proceedings relative thereto, and the security therefor, shall be validated as prescribed by law.

Section 2.10. Limited Obligations. The Bonds shall be special or limited and not general obligations of the Authority giving rise to no pecuniary liability of the Authority, shall be payable solely from the Pledged Revenues, and shall be a valid claim of the Bondholders only against the Pledged Revenues, which Pledged Revenues are hereby again specifically pledged and assigned for the payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Bond Resolution and the Contract. The Bonds shall not constitute general or moral obligations of the City nor a debt, indebtedness, or obligation of, or a pledge of the faith and credit or taxing power of, the City, the Authority, or the State of Georgia or any political subdivision thereof, within the meaning of any constitutional or statutory provision whatsoever. Neither the faith and credit nor the taxing power of the State of Georgia, the City, the Authority, or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. Neither the members of the Authority nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

Section 2.11. DTC Book-Entry. The Series 2024 Bonds shall be initially issued in the name of Cede & Co., as nominee for DTC, as registered owner of the Series 2024 Bonds, and held in the custody of DTC. A single certificate will be issued and delivered to DTC for each

maturity of the Series 2024 Bonds. The actual purchasers of the Series 2024 Bonds (the “Beneficial Owners”) will not receive physical delivery of Series 2024 Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase from DTC or the participants through which they purchased providing details of each Series 2024 Bond acquired. For so long as DTC shall continue to serve as securities depository for the Series 2024 Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling, or otherwise transferring beneficial ownership of Series 2024 Bonds is to receive, hold, or deliver any Series 2024 Bond certificate.

For every transfer and exchange of the Series 2024 Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner’s allocable share of any tax, fee, or other governmental charge that may be imposed in relation thereto.

The Authority and the Bond Registrar will recognize DTC or its nominee as the Bondholder for all purposes, including notices and voting.

The Authority and the Bond Registrar covenant and agree, so long as DTC shall continue to serve as securities depository for the Series 2024 Bonds, to meet the requirements of DTC with respect to required notices and other provisions of the Letter of Representations.

The Bond Registrar is authorized to rely conclusively upon a certificate furnished by DTC and corresponding certificates from DTC participants and indirect participants as to the identity of, and the respective principal amount of Series 2024 Bonds beneficially owned by, the Beneficial Owner or Beneficial Owners.

If at any time DTC ceases to hold the Series 2024 Bonds, a Supplemental Resolution amending the relevant provisions of the Bond Resolution shall be adopted, and thereafter all references in the Bond Resolution to DTC in connection with the Series 2024 Bonds shall be of no further force or effect.

[End of Article II]

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 3.1. Optional and Mandatory Redemption of Series 2024 Bonds. The Series 2024 Bonds will be subject to optional and mandatory redemption prior to maturity as specified in a Supplemental Resolution to be adopted by the members of the Authority.

Section 3.2. [Reserved].

Section 3.3. Notice of Redemption. Unless waived by any owner of Bonds to be redeemed, official notice of any redemption of Bonds shall be given by the Bond Registrar on behalf of the Authority by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated, shall contain the complete official name of the Bond issue, including series designation, and shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) the interest rate and maturity date of the Bonds being redeemed;
- (4) the date on which notice of redemption will be published;
- (5) if less than all the Outstanding Bonds are to be redeemed, the Bond numbers and, where part of the Bonds evidenced by one Bond certificate are being redeemed, the respective principal amounts of such Bonds to be redeemed;
- (6) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date; and
- (7) the place where such Bonds are to be surrendered for payment of the redemption price (which place of payment shall be the principal corporate trust office of the Paying Agent) and the name, address, and telephone number of a person or persons at the Paying Agent who may be contacted with respect to the redemption.

Prior to any redemption date, the Authority shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as described above, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable, and interest shall cease to accrue, as set forth in Section 3.5.

In addition to the official notice described above, further notice shall be given by the Bond Registrar as set out below:

1. Each further notice of redemption shall contain the information required above for an official notice of redemption plus: (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

2. Each further notice of redemption shall be sent at least 35 days before the redemption date by legible facsimile transmission, registered or certified mail, or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to two or more national information services that disseminate notices of redemption of obligations such as the Bonds (such as Financial Information Inc.'s Financial Daily Called Bond Service, Interactive Data Corporation's Bond Service, Kenny Information Service's Called Bond Service, and Standard & Poor's Called Bond Record).

3. Each further notice of redemption shall be published one time in The Bond Buyer of New York, New York or, if The Bond Buyer ceases to be published or if such publication is impractical or unlikely to reach a substantial number of the Bondholders, in some other financial newspaper or journal that regularly carries notices of redemption of obligations similar to the Bonds. Such publication shall be made at least 30 days prior to the date fixed for redemption.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The redemption notice required to be mailed to registered owners of any Bonds (as stated above), all or a portion of which are to be redeemed, shall be mailed to each registered owner of at least \$1,000,000 in aggregate principal amount of a series of Bonds by certified mail, return receipt requested (instead of by first class mail as otherwise required), to such registered owner's last address, if any, appearing on the Bond Register maintained at the principal office of the Bond Registrar; provided, however, that failure so to mail any such notice by certified mail shall not affect the validity of any proceeding for the redemption of Bonds, that such mailing by certified mail of the redemption notice shall not be a condition precedent to the redemption, that failure to so mail any redemption notice or failure or refusal of receipt of such redemption notice shall not affect the validity of any proceedings for the redemption of Bonds, and that neither the Bond Registrar nor the Authority shall have any responsibility whatsoever if any such notice is mailed as aforesaid but is not received by or receipt thereof is refused by the applicable registered owner.

The Bond Registrar shall mail a second notice of redemption not more than ninety (90) days following the redemption date to the registered owner of each Bond that was not presented for payment upon redemption within sixty (60) days following the redemption date, which notice shall be mailed by registered or certified mail, with a return receipt requested.

Failure to mail any notice specified in this Section 3.3 shall not affect the validity of any proceeding for the redemption of Bonds, and mailing of or the receipt of such notice shall not be a condition precedent to the redemption. Failure to so mail any such notice or failure or refusal of receipt of such redemption notice shall not affect the validity of any proceedings for the redemption of Bonds, and neither the Bond Registrar nor the Authority shall have any responsibility whatsoever if any such notice is mailed as aforesaid but is not received by or receipt thereof is refused by the applicable registered owner. No defect in any such notice shall in any manner defeat the effectiveness of a call for redemption.

The Paying Agent shall hold amounts payable on redemption for Bonds that have not been surrendered for redemption for a period of not less than one year after the final maturity date of the Bonds or any earlier date when all of the Bonds have been redeemed.

Section 3.4. Authority or Bond Registrar May Give Notice of Redemption. Notice of redemption of Bonds to be redeemed shall be given by the Authority or by the Bond Registrar for and on behalf of the Authority whenever either (i) such redemption is required to be made under the proceedings authorizing the issuance and sale of such Bonds or (ii) whenever such redemption is permitted to be made under the terms of such Bonds and the Authority requests that such redemption be made.

Section 3.5. Effect of Notice of Redemption. Official notice having been given in the manner and under the conditions provided in Section 3.3, and moneys for payment of the redemption price being held by the Paying Agent as provided in the Bond Resolution, the Bonds or portions of Bonds so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and interest on the Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds or portions of Bonds shall cease to be entitled to any lien, benefit, or security under the Bond Resolution, and the owners of such Bonds or portions of Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. Upon surrender for partial redemption of any Bond, there shall be prepared for and delivered to the registered owner a new Bond or Bonds of the same series, maturity, and interest rate in the amount of the unpaid principal.

Section 3.6. Redemption Among Series. The Authority (at the direction of the City) may redeem the Bonds of any series, or a portion of the Bonds of any such series, before it redeems the Bonds of any other series. Within any particular series, any redemption of Bonds shall be in the manner provided in the Bond Resolution.

Section 3.7. Selection of Bonds to be Redeemed. If less than all of the Bonds of like maturity of any series shall be called for redemption, the particular Bonds, or portions of Bonds, to be redeemed shall be selected by lot by the Authority (at the direction of the City) or in such

other manner as the Authority (at the direction of the City) may deem proper. The portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof and, in selecting portions of such Bonds for redemption, the Authority shall treat each such Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond to be redeemed in part by \$5,000.

Section 3.8. Purchase in Open Market. Nothing herein contained shall be construed to limit the right of the Authority, at the direction of the City, to purchase with any excess moneys in the Sinking Fund (i.e., moneys not needed in the then current Bond Year to pay principal of and interest on any Bonds or credited against a payment under the Contract) and for Sinking Fund purposes, any Bonds in the open market at a price not exceeding the callable price. Any such Bonds so purchased shall not be reissued and shall be cancelled.

[End of Article III]

ARTICLE IV

FLOW OF FUNDS

Section 4.1. Pledge of Revenues and Assignment of Contract. All Pledged Revenues shall be and are hereby pledged by the Authority to the prompt payment of the principal of, redemption premium, if any, and interest on the Bonds. Such moneys shall immediately be subject to the lien of this pledge for the benefit of the Bondholders without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against the Authority and against all other persons having claims against the Authority, whether such claims shall have arisen in tort, contract, or otherwise and irrespective of whether such parties have notice thereof. This pledge shall rank superior to all other pledges that may hereafter be made of any of the funds and accounts pledged in the Bond Resolution.

In order to secure the Authority's obligations under the Bonds, the Authority hereby collaterally assigns, for the benefit of the Bondholders, all of the right, title, and interest of the Authority in and to the Contract (except for the Unassigned Rights), and all extensions and renewals of the term thereof, if any, and all amounts encumbered thereby, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive, and make receipt for payments and other sums of money payable, receivable, or to be held thereunder; to bring any actions and proceedings thereunder or for the enforcement thereof; and to do any and all other things that the Authority is or may become entitled to do under the foregoing, provided that the assignment made by this sentence shall not impair or diminish any obligation of the Authority under the provisions of the Contract or impair or diminish the right of the Authority to enforce compliance with the obligations of the City under the Contract.

Any Bondholder may enforce all rights of the Authority and all obligations of the City under and pursuant to the Contract, whether or not the Authority is in default hereunder. So long as any of the Bonds remain Outstanding, and for such longer period when required by the Contract, the Authority shall faithfully and punctually perform and observe all obligations and undertakings on its part to be performed and observed under the Contract. The Authority covenants to maintain, at all times, the validity and effectiveness of the Contract and (except as expressly permitted by the Contract) shall take no action, shall permit no action to be taken by others, and shall not omit to take any action or permit others to omit to take any action, which action or omission might release the City from its liabilities or obligations under the Contract or result in the surrender, termination, amendment, or modification of, or impair the validity of, the Contract.

The Authority covenants to diligently enforce all covenants, undertakings, and obligations of the City under the Contract, and the Authority hereby authorizes and directs the Bondholders to enforce any and all of the Authority's rights under the Contract on behalf of the Authority. The Authority shall retain possession of an executed original or counterpart of the Contract and shall release the same only in accordance with the provisions thereof. The Contract shall be available for inspection at reasonable times and under reasonable conditions by any owner of any Bond.

Section 4.2. Funds and Accounts. The following funds and accounts are hereby established, and the moneys deposited in such funds and accounts shall be held in trust for the purposes set forth in the Bond Resolution:

4.21. Downtown Smyrna Development Authority Sinking Fund; and

4.22. Downtown Smyrna Development Authority Project Fund.

4.221. Downtown Smyrna Development Authority Project Fund - Series 2024 Account.

The Sinking Fund is further described in this Article. The Project Fund is further described in Article XIII.

Each account listed above shall be held within the fund under which it is created. The Sinking Fund shall be maintained by the Sinking Fund Custodian, and the Project Fund shall be maintained by the Project Fund Depository. The Authority and the City shall have the right to deposit funds into, and withdraw funds from, any such funds or accounts, subject to the requirements of the Bond Resolution.

Section 4.3. Flow of Funds. All Pledged Revenues shall be deposited in the Sinking Fund from time to time as received by the Authority.

No further payments need be made into the Sinking Fund whenever the amount available therein is sufficient to retire all Bonds then Outstanding and to pay all unpaid interest accrued and to accrue prior to such retirement.

Nothing contained in the Bond Resolution shall be construed as prohibiting the Authority, at its option, from making additional deposits or payments into any of the funds or accounts described in this Section from any moneys that may be available to it for such purpose.

Section 4.4. Sinking Fund. The Sinking Fund shall be used as a sinking fund to pay the principal of, premium, if any, and interest on the Bonds. The payments provided for in Section 5.1(a) and (b) of the Contract are to be remitted directly to the Sinking Fund Custodian for the account of the Authority and deposited in the Sinking Fund.

Moneys in the Sinking Fund shall be used solely as a fund for the payment of the principal of, premium, if any, and interest on the Bonds, for the redemption of the Bonds at or prior to maturity, and to purchase Bonds in the open market pursuant to Section 3.8 of the Bond Resolution.

The Sinking Fund shall be in the custody of the Sinking Fund Custodian but in the name of the Authority, and the Authority hereby authorizes and directs the Sinking Fund Custodian to withdraw sufficient funds from the Sinking Fund to pay principal of and interest and premium, if any, on the Bonds as the same become due and payable and to make such funds so withdrawn available to the Paying Agent for the purpose of paying such principal, interest, and premium, if any.

Section 4.5. Bond Registrar's and Paying Agent's Fees, Charges, and Expenses.

Pursuant to the provisions of the Contract, the City has agreed to pay the Bond Registrar and the Paying Agent for the account of the Authority, until the principal of, interest, and premium, if any, on the Bonds shall have been fully paid, an amount equal to their reasonable fees, charges, and expenses. The City may, without creating a default hereunder, contest in good faith the reasonableness of any of the fees, charges, or expenses referred to herein.

Section 4.6. Security of Funds and Accounts. Uninvested moneys shall, at least to the extent not guaranteed by the Federal Deposit Insurance Corporation, be secured to the fullest extent required by the laws of the State of Georgia for the security of public funds.

Section 4.7. Investment of Funds and Accounts. Moneys in the funds and accounts established under the Bond Resolution shall be invested and reinvested at the highest rates reasonably available. Moneys in the Sinking Fund may be invested in Permitted Investments maturing or redeemable at the option of the holder prior to the next succeeding Interest Payment Date, but whenever prior to any Interest Payment Date the aggregate of the moneys in the Sinking Fund exceeds the amount necessary to pay interest and principal falling due on such Interest Payment Date, such excess may be invested in Permitted Investments maturing or redeemable at the option of the holder prior to the next following Interest Payment Date. Investment Earnings in each fund and account shall remain in such fund or account and serve as a credit against amounts otherwise required to be paid into such fund or account.

Moneys in each of such funds shall be accounted for as a separate and special fund apart from all other Authority or City funds.

Section 4.8. Valuation of Investments. All investments made under the Bond Resolution shall, for purposes of the Bond Resolution, be carried at cost plus amortized discount.

Section 4.9. Special Investment Covenants. The Authority covenants that it will not directly or indirectly use or permit the use of any proceeds (as defined in the Regulations) of any Tax-Exempt Bonds or any other funds of the Authority, or take or omit to take any action, or direct the Project Fund Depository or the Sinking Fund Custodian to invest any funds held by it, in such manner as will, or allow any "related party" (as defined in Section 1.150-1(b) of the Regulations) to enter into any arrangement, formal or informal, as will, cause any Tax-Exempt Bonds to be "federally guaranteed," as such term is used and defined in Section 149(b) of the Code, or to be "arbitrage bonds" within the meaning of Section 148 of the Code, and any Regulations proposed or promulgated in connection therewith. To that end, the Authority shall comply with all requirements of Section 149(b) and Section 148 of the Code to the extent applicable to any Tax-Exempt Bonds. In the event that at any time the Authority is of the opinion that for purposes of this Section 4.9 it is necessary to dispose of any investment or to restrict or limit the yield on any investment held under the Bond Resolution or otherwise, the Authority shall so instruct the Project Fund Depository or the Sinking Fund Custodian in writing.

Section 4.10. Calculation and Payment of Rebate Amount. The Authority agrees to appoint and pay a Rebate Calculator for each issue of Tax-Exempt Bonds to calculate and determine the Rebate Amount, if any, as required by Section 148(f) of the Code and any

Regulations proposed or promulgated in connection therewith. All calculations and determinations made by a Rebate Calculator shall be accompanied by the opinion of a Rebate Calculator that such calculations and determinations have been made in accordance with the requirements of Section 148(f) of the Code. The Authority agrees to pay to the United States Treasury the amount determined by the Rebate Calculator to be due to the United States Treasury before the due date specified by the Rebate Calculator. The obligations created by this Section 4.10 shall survive the termination of the Bond Resolution.

Section 4.11. Disposition of Moneys After Payment of Bonds. Any amounts remaining in any fund or account established under the Bond Resolution after payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or after provision for payment thereof has been made); the fees, charges, and expenses of the Paying Agent and the Bond Registrar; and all other amounts required to be paid under the Bond Resolution, shall be promptly paid to the City as overpayment of amounts paid under the Contract.

[End of Article IV]

ARTICLE V

DEPOSITORIES OF MONEYS

Section 5.1. Project Fund Depository; Sinking Fund Custodian. (a) The right to deposit and withdraw moneys in and from funds and accounts shall be as specified in Section 4.2. All moneys received by the Authority under the terms of the Bond Resolution shall, subject to the giving of security as provided in the Bond Resolution, be deposited with the Project Fund Depository or with the Sinking Fund Custodian in the name of the Authority. All moneys deposited under the provisions hereof shall be deposited in banks insured by the Federal Deposit Insurance Corporation, and, except for banks with a home office inside Cobb County, with a capital and surplus of not less than \$50,000,000, or any successor thereto. Such moneys shall be applied in accordance with the terms and for the purposes set forth in the Bond Resolution and shall not be subject to lien or attachment or any type of security interest by any creditor of the Authority.

(b) In the event the Sinking Fund Custodian and the Paying Agent for all Bonds then Outstanding is the same bank acting in both capacities, then the Sinking Fund Custodian shall, without any further direction on the part of or any further authorization from the City or the Authority, use and disburse the moneys in the Sinking Fund as provided in the Bond Resolution.

Section 5.2. Successor Project Fund Depository or Sinking Fund Custodian. The Authority may, from time to time, designate a successor Project Fund Depository or Sinking Fund Custodian, provided such successor complies with all of the provisions of this Article and the applicable provisions of the Bond Resolution.

[End of Article V]

ARTICLE VI

PARTICULAR COVENANTS

Section 6.1. Payment. Each and every covenant herein made, including all covenants made in the various sections of this Article VI, is predicated upon the condition that any obligation for the payment of money incurred by the Authority shall never constitute an indebtedness or general obligation of the Authority, within the meaning of any constitutional or statutory provision whatsoever, but shall be payable solely from the Pledged Revenues, which revenues and receipts are hereby specifically pledged to the payment thereof in the manner and to the extent in the Bond Resolution specified, and nothing in the Bonds or in the Bond Resolution shall be construed as pledging any other funds or assets of the Authority or the taxing power of the Authority. The Authority will promptly pay, solely from the Pledged Revenues, the principal of and interest on the Bonds issued hereunder and secured hereby at the place, on the dates, and in the manner herein and in the Bonds specified, and any premium required for the redemption of the Bonds, according to the true intent and meaning thereof.

Section 6.2. Liens. The Authority shall not create or suffer to be created any lien, security interest, or charge upon the Pledged Revenues or the Contract, other than the pledge and assignment created by the Bond Resolution.

Section 6.3. Tax-Exempt Status of Tax-Exempt Bonds. The Authority recognizes that the purchasers and owners of the Tax-Exempt Bonds will have accepted the Tax-Exempt Bonds on, and paid for the Tax-Exempt Bonds a price that reflects, the understanding that interest on the Tax-Exempt Bonds is excluded from the gross income of the owners for federal income tax purposes under laws in force at the time the Tax-Exempt Bonds shall have been delivered.

The Authority covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on any Tax-Exempt Bonds to become includable in the gross income of any owner thereof.

The Authority further covenants and agrees that it shall comply with the representations and certifications it made in its Tax Certificate dated the date of issuance of each series of Tax-Exempt Bonds and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

The Authority agrees to furnish any owner of Tax-Exempt Bonds any items (including, without limitation, certificates of the Authority and opinions of Bond Counsel) reasonably requested by it to evidence compliance with the covenants contained in this Section 6.3.

[End of Article VI]

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an “event of default” under the Bond Resolution, that is to say, if: (a) payment of the principal of and redemption premium, if any, on any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption; or (b) payment of any installment of interest on any Bond shall not be made when the same becomes due and payable; or (c) the Authority shall, for any reason, be rendered incapable of fulfilling its obligations hereunder; or (d) the City or the Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements, or provisions contained in the Bonds, the Contract, or the Bond Resolution, on the part of the City or the Authority to be performed, and such default shall continue for thirty (30) days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the City and the Authority by any Bondholder.

Section 7.2. Remedies. Upon the happening and continuance of any Event of Default, then and in every such case any Bondholder may proceed, subject to the provisions of Section 7.4, to protect and enforce the rights of the Bondholders hereunder by a suit, action, or special proceedings in equity, or at law, for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted, or contained in the Contract or granted in the Contract, or for the enforcement of any proper legal or equitable remedy as such Bondholder shall deem most effectual to protect and enforce the rights aforesaid, insofar as such may be authorized by law.

Section 7.3. Restoration. In case any proceeding taken by any Bondholder on account of any Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Bondholder, then and in every such case the City, the Authority, and the Bondholders shall be restored to their former positions and rights hereunder and under the Contract, respectively, and all rights, remedies, and powers of the Bondholders shall continue as though no such proceedings had been taken.

Section 7.4. Equal Benefit. No one or more owners of the Bonds secured hereby shall have any right in any manner whatever by its or their action to affect, disturb, or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had, and maintained for the equal benefit of all owners of such Outstanding Bonds.

Section 7.5. Nonexclusivity of Remedies. No remedy herein conferred upon the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.6. No Waiver. No delay or omission of any Bondholder to exercise any right, power, or remedy accruing upon any Event of Default shall impair any such right or power

or be construed as an acquiescence in such Event of Default, and every right, power, and remedy given by this Article to the owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

[End of Article VII]

ARTICLE VIII

BOND OWNERSHIP

Section 8.1. Manner of Evidencing Ownership of Bonds. Any request, direction, or other instrument required by the Bond Resolution to be signed or executed by Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by an agent appointed in writing. Proof of the execution of any such request, direction, or other instrument, or of the writing appointing such agent, and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of the Bond Resolution.

The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction, who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of a witness to such execution. The fact of the ownership of the Bonds by any Bondholder, the amount and issue numbers of such Bonds, and the date of ownership shall be proved by the Bond Register.

Section 8.2. Call of Meetings of Bondholders. The Authority, at the direction of the City, or the owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding may at any time call a meeting of the Bondholders for any one or more of the following purposes:

- (a) to consent to, approve, request, or direct any action required to be consented to or approved by the Bondholders under the Bond Resolution or which they may request or direct under the Bond Resolution to be taken;

- (b) to give any notices to the Authority or the City;

- (c) to take any other action that the Bondholders may take under the Bond Resolution; and

- (d) for any other purpose concerning the payment, security, or enforcement of the Bonds.

Any such meeting shall be held at such place in the City of Atlanta, Georgia or in the City of New York, New York, as may be specified in the notice calling such meeting. Written notice of such meeting, stating the place and time of the meeting and in general terms the business to be conducted, shall be mailed by the Authority, at the direction of the City, or the Bondholders calling such meeting, to the Bondholders at their addresses then appearing upon the Bond Register not less than 30 days nor more than 60 days before such meeting; provided, however, that the mailing of such notice shall in no case be a condition precedent to the validity of any action taken at any such meeting. Any meeting of Bondholders shall, however, be valid without notice if the Bondholders are present in person or by proxy or if notice is waived before or within 30 days after the meeting by the Bondholders not so present.

Section 8.3. Proxies and Proof of Ownership of Bonds. Attendance and voting by Bondholders at such meetings may be in person or by proxy. The Bondholders may, by an instrument in writing, appoint any person or persons, with full power of substitution, as their proxy to vote at any meeting for them. The right of a proxy for a Bondholder to attend a meeting and act and vote may be proved (subject to the right of the Authority to require additional proof) by a written instrument executed by such Bondholder.

Any registered owner of Bonds shall be entitled in person or by proxy to attend and vote at such meeting without producing the Bonds registered in such Bondholder's name; provided, however, that such persons and their proxies shall, if required, produce such proof of personal identity as shall be satisfactory to the Secretary of the meeting. All other persons seeking to attend or vote at such meeting must produce the Bonds claimed to be owned or represented at such meeting.

The vote of any Bondholder shall be binding upon such Bondholder and upon every subsequent owner of such Bond (whether or not such subsequent Bondholder has notice thereof).

Section 8.4. Appointment of Officers at Meeting of Bondholders. A Chairman and a Secretary of any meeting of the Bondholders shall be elected by the owners of a majority in aggregate principal amount of the Bonds then Outstanding represented at such meeting in person or by proxy. The Chairman shall appoint two (2) inspectors of votes who shall count all votes cast at such meeting, except votes on the election of Chairman and Secretary, and who shall make and file with the Secretary and with the Authority their verified report of all such votes cast at the meeting.

Section 8.5. Quorum at Meetings of Bondholders. The owners of an amount not less than the principal amount of the Bonds then Outstanding that is required for any action to be taken at such meeting must be present at such meeting in person or by proxy in order to constitute a quorum for the transaction of business.

[End of Article VIII]

ARTICLE IX

SUPPLEMENTAL RESOLUTIONS

Section 9.1. Supplemental Resolutions Not Requiring Consent of Bondholders.

The Authority, from time to time and at any time, subject to the conditions and restrictions in the Bond Resolution, may adopt one or more resolutions, which thereafter shall form a part of the Bond Resolution, for any one or more or all of the following purposes:

(a) to add to the covenants and agreements of the Authority in the Bond Resolution other covenants and agreements thereafter to be observed or to surrender, restrict, or limit any right or power reserved in the Bond Resolution to or conferred upon the Authority (including but not limited to the right to issue Additional Bonds);

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting, or supplementing any defective provision contained in the Bond Resolution, or in regard to matters or questions arising under the Bond Resolution, as the Authority may deem necessary or desirable and not inconsistent with the Bond Resolution and which shall not have a material adverse effect on the interests of the Bondholders;

(c) to provide for the issuance of Additional Bonds, in accordance with the provisions of the Bond Resolution;

(d) to grant to or confer any additional rights, remedies, powers, or authorities that may be lawfully granted to or conferred upon the owners of the Bonds;

(e) to subject to the lien and pledge of the Bond Resolution additional revenues, receipts, properties, or other collateral;

(f) to evidence the appointment of successors to the Project Fund Depository, the Sinking Fund Custodian, the Paying Agent, or the Bond Registrar;

(g) to modify, amend, or supplement the Bond Resolution or any proceedings supplemental to the Bond Resolution in such manner as to permit the qualification of the Bond Resolution under the Trust Indenture Act of 1939 or any federal statute hereafter in effect, and similarly to add to the Bond Resolution, or to any proceedings supplemental to the Bond Resolution, such other terms, conditions, and provisions as may be permitted or required by the Trust Indenture Act of 1939 or any similar federal statute;

(h) to make any modification or amendment of the Bond Resolution, not adverse to the interests of the Bondholders, required in order to make the Bonds eligible for acceptance by DTC or any similar holding institution or to permit the issuance of the Bonds or interests therein in book-entry or certificated form; or

(i) to make changes and modifications, and to add such provisions, as shall be necessary to obtain or maintain an investment grade rating for the Bonds.

Any Supplemental Resolution authorized by the provisions of this Section may be adopted by the Authority without the consent of or notice to any of the owners of the Bonds at the time Outstanding, notwithstanding any of the provisions of Section 9.2.

Section 9.2. Supplemental Resolutions Requiring Consent of Bondholders.

Exclusive of Supplemental Resolutions authorized by Section 9.1, with the consent (evidenced as provided in Article VIII and this Article) of the Bondholders, the Authority may from time to time and at any time adopt a Supplemental Resolution for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Bond Resolution; provided, however, that no such Supplemental Resolution shall: (1) extend the maturity date of any Bond or the due date of any mandatory sinking fund redemption with respect to any Bond; (2) reduce or extend the time of payment of the principal of, redemption premium, or interest on any Bond; (3) reduce any premium payable upon the redemption of any Bond or advance the date upon which any Bond may first be called for redemption prior to its stated maturity date; (4) give to any Bond or Bonds a preference over any other Bond or Bonds; (5) reduce the percentage of owners of the Bonds required to approve any such Supplemental Resolution; or (6) deprive the owners of the Bonds (except as aforesaid) of the right to payment of the Bonds from the Pledged Revenues, in each case without the consent of the owners of all the Bonds then Outstanding.

Section 9.3. Notice. After any Supplemental Resolution requiring the consent of the Bondholders shall have been adopted, the Authority shall cause a notice of the adoption of such Supplemental Resolution to be mailed, postage prepaid, to all registered owners of Bonds appearing on the Bond Register, and a copy of such Supplemental Resolution shall be mailed, postage prepaid, to the Underwriter and to the City.

Section 9.4. Required Approval. No Supplemental Resolution requiring the consent of the Bondholders shall become effective unless the owners of at least sixty-five percent (65%) of the aggregate principal amount of the Bonds then Outstanding shall have filed with the Authority within three months after the date of adoption of such Supplemental Resolution properly executed instruments approving the adoption of such Supplemental Resolution, each such Bondholder instrument to be accompanied by proof of ownership of the Bonds to which such instrument refers, which proof shall be such as is permitted by the provisions of Section 8.1.

Section 9.5. Legal Action. (a) Any action or proceeding in any court objecting to such Supplemental Resolution or to any of the terms and provisions therein contained or the operation thereof, or in any manner questioning the propriety of the adoption thereof or the execution by any Bondholder of any instrument purporting to approve the adoption of such Supplemental Resolution, or to enjoin or restrain the Authority from taking any action pursuant to the provisions thereof, must be commenced within thirty (30) days after the Authority shall have determined that the adoption of such Supplemental Resolution has been duly approved.

(b) Upon the expiration of such thirty (30) day period, or, if any such action or proceedings shall be commenced, upon any judgment or decree sustaining such Supplemental Resolution becoming final, the Bond Resolution shall be, and be deemed to be, modified and amended in accordance with such Supplemental Resolution, and the respective rights, duties, and

obligations under the Bond Resolution shall thereafter be determined, exercised, and enforced hereunder, subject, in all respects, to such modifications and amendments.

Section 9.6. Incorporation. Any Supplemental Resolution adopted and becoming effective in accordance with the provisions of this Article shall thereafter form a part of the Bond Resolution and all conditions of the Bond Resolution for any and all purposes and shall be effective as to all owners of Bonds, and no notation or legend of such modifications and amendments shall be required to be made thereon.

[End of Article IX]

ARTICLE X

AMENDMENT OF CONTRACT

Section 10.1. Amendments to Contract Not Requiring Consent of Bondholders.

The City and the Authority, from time to time and at any time, subject to the conditions and restrictions in the Bond Resolution, may amend, change, or modify the Contract as may be required:

(a) by the provisions of the Contract;

(b) to cure any ambiguity, or cure, correct, or supplement any defective provision contained in the Contract, or in regard to matters or questions arising under the Contract, as the Authority may deem necessary or desirable and not inconsistent with the Bond Resolution and which shall not have a material adverse effect on the interests of the Bondholders;

(c) to make such changes and modifications, and to add such provisions, as shall be necessary to obtain or maintain an investment grade rating for the Bonds; or

(d) to conform the Contract to any changes made to the Bond Resolution by a Supplemental Resolution permitted by Section 9.1 of the Bond Resolution.

Section 10.2. Amendments to Contract Requiring Consent of Bondholders. Except for the amendments, modifications, or changes provided in Section 10.1, neither the Authority nor the City shall amend, change, or modify the Contract unless the owners of at least sixty-five percent (65%) of the aggregate principal amount of the Bonds then Outstanding shall have filed with the Authority and the City within three months after the date of adoption of resolutions approving such amendment, change, or modification properly executed instruments approving the execution of such amendment, change, or modification, each such Bondholder instrument to be accompanied by proof of ownership of Bonds to which such instrument refers, which proof shall be such as is permitted by the provisions of Section 8.1; provided, however, nothing contained in this Article shall permit, or be construed as permitting, any amendment, change, or modification of the City's unconditional obligation to make the payments required under Section 5.1(a) or (b) of the Contract to the Authority or the pledge of the City's full faith and credit and taxing power to secure such payments as provided in Section 5.2 of the Contract, without the consent of every owner of Bonds affected thereby.

[End of Article X]

ARTICLE XI

DEFEASANCE

Section 11.1. Provision for Payment. Bonds for the payment or redemption of which sufficient moneys or sufficient Government Obligations shall have been deposited with or for the account of the Paying Agent (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid and no longer Outstanding under the Bond Resolution; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in Article III or firm and irrevocable arrangements shall have been made for the giving thereof. Government Obligations shall be considered sufficient for purposes of this Article only (i) if such Government Obligations are not callable by the issuer of the Government Obligations prior to their stated maturity and (ii) if such Government Obligations fall due and bear interest in such amounts and at such times as will assure sufficient cash (whether or not such Government Obligations are redeemed by the Authority pursuant to any right of redemption) to pay currently maturing interest and to pay principal of and redemption premiums, if any, on the Bonds when due.

The Authority may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered under the Bond Resolution that the Authority may have acquired in any manner whatsoever. All such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

[End of Article XI]

ARTICLE XII

SALE OF SERIES 2024 BONDS AND APPLICATION OF PROCEEDS

Section 12.1. Sale of Series 2024 Bonds. The Series 2024 Bonds shall be sold as a unit and each series of Additional Bonds shall be sold from time to time as the Authority may determine by Series Resolutions. A certified copy of each Series Resolution shall be filed with the Bond Registrar.

Section 12.2. Application of Series 2024 Bond Proceeds. Upon the written request of the Authority, the Bond Registrar shall authenticate and deliver the Series 2024 Bonds to the Underwriter and shall receive a receipt for the Series 2024 Bonds. The Authority shall deposit the proceeds from the sale of the Series 2024 Bonds into the Series 2024 Account of the Project Fund.

[End of Article XII]

ARTICLE XIII

PROJECT FUND

Section 13.1. Project Fund. The Authority shall establish within the Project Fund a separate account for each series of Bonds. Moneys in the Project Fund shall be held by the Project Fund Depository and applied to the payment of costs in accordance with and subject to the provisions and restrictions set forth in this Article and in the related Series Resolution. The Authority will not cause or permit to be paid from the Project Fund any sums except in accordance with such provisions and restrictions; provided, however, that any moneys in the Project Fund not needed for the payment of current obligations during the course of acquisition, construction, or renovation may be invested in Permitted Investments maturing not later than (i) the date upon which such moneys will be needed according to a schedule of anticipated payments from the Project Fund filed with the Project Fund Depository by the Authority, as modified from time to time by supplemental filings made by the Authority, or (ii) in the absence of such schedule, 24 months from the date of purchase, in either case upon written direction of the Authority. Any such investments shall be held by the Project Fund Depository, in trust, for the account of the Project Fund until maturity or until sold, and at maturity or upon such sale the proceeds received therefrom including accrued interest and premium, if any, shall be immediately deposited by the Project Fund Depository in the Project Fund and shall be disposed of in the manner and for the purposes provided in the Bond Resolution and in the related Series Resolution.

Section 13.2. Purposes of Payments. Moneys in each account of the Project Fund shall be used for the payment of any costs and expenses for the Properties financed by the related series of Bonds and for the costs of issuing such Bonds that are permitted to be paid by the Authority under the Act.

Section 13.3. Disbursements. Moneys deposited in the Project Fund shall be paid out from time to time by the Project Fund Depository on the requisition of the Authority and the City delivered pursuant to this Section 13.3, in order to pay, or as reimbursement for payment made, for the costs of any related Properties, in each case within five (5) banking days after receipt by the Project Fund Depository of a requisition described below together with bills of sale, invoices, or other evidence satisfactory to the Project Fund Depository that such costs are due and owing or have been incurred and previously paid by or on behalf of the City or the Authority. Each requisition shall be signed by the Authorized Authority Representative and the Authorized City Representative and shall certify:

(1) the item number of such requisition, the name of the Person to whom each such payment is due, each amount to be paid or reimbursed, the general classification of the costs for which each obligation to be paid was incurred, and that such costs were incurred for or in connection with the applicable Properties;

(2) that such costs have been incurred by, or on behalf of, the Authority and are presently due and payable or have been paid by the City or the Authority and are reimbursable

hereunder and each item thereof is a proper charge against the applicable account of the Project Fund and has not been paid or reimbursed, as the case may be;

(3) that no part of such costs was included in any other requisition previously filed with the Project Fund Depository under the provisions hereof;

(4) that there has not been filed with or served upon the City or the Authority any notice of any lien, right to a lien, or attachment upon or claim affecting the right of any Person to receive payment of the respective amount stated in such requisition; and

(5) that the necessary permits and approvals, if any, required for that portion of the Properties for which such withdrawal is to be made have been issued and are in full force and effect.

Withdrawals for investment purposes only may be made by the Project Fund Depository to comply with written directions from the Authorized Authority Representative without any requisition other than such direction.

Section 13.4. Retention of Payment Documents. All requisitions and certificates required by this Article shall be retained for at least five years by the Project Fund Depository subject at all times to inspection by any official of the Authority or the City and the Bondholders.

[End of Article XIII]

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.1. Severability. In case any one or more of the provisions of the Bond Resolution, or the Bonds issued hereunder, shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of the Bond Resolution or the Bonds, but the Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

Section 14.2. Authorization of Contract and Series 2024 Registrar and Paying Agent Agreement. The forms, terms, and conditions and the execution, delivery, and performance of the Contract and the Series 2024 Registrar and Paying Agent Agreement, which have been filed with the Authority, are hereby approved and authorized. The Contract and the Series 2024 Registrar and Paying Agent Agreement shall be in substantially the forms submitted to the members of the Authority with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Chairman of the Authority, whose approval thereof shall be conclusively evidenced by the execution of each such instrument. The Chairman of the Authority is hereby authorized and directed to execute on behalf of the Authority the Contract and the Series 2024 Registrar and Paying Agent Agreement, and the Secretary/Treasurer of the Authority is hereby authorized and directed to affix thereto and attest the seal of the Authority, upon proper execution and delivery by the other parties thereto, provided, that in no event shall any such attestation or affixation of the seal of the Authority be required as a prerequisite to the effectiveness thereof, and the Chairman and Secretary/Treasurer are authorized and directed to deliver such contracts on behalf of the Authority and to execute and deliver all such other contracts, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of any series of Bonds and the carrying out of the transactions authorized by the Bond Resolution or contemplated by the contracts referred to in this Section 14.2.

Section 14.3. Agreement with Bondholders. The provisions of the Bond Resolution shall constitute a contract by and between the Authority and the owners of the Bonds, and after the issuance of the Bonds the Bond Resolution shall not be repealed or amended in any respect that will adversely affect the rights and interests of the owners of the Bonds, nor shall the Authority pass any proceedings in any way adversely affecting the rights of such owners, so long as any of the Bonds authorized by the Bond Resolution, or the interest thereon, shall remain unpaid; provided, however, that this covenant shall not be construed as prohibiting modifications hereof or amendments hereto by Supplemental Resolutions to the extent and in the manner as provided in the Bond Resolution.

Section 14.4. Validation. The Series 2024 Bonds herein authorized shall be validated in the manner provided by law, and to that end notice of the adoption of this Master Bond Resolution and a copy hereof shall be served upon the District Attorney of the Cobb Judicial Circuit, in order that proceedings for the above purpose may be instituted in the Superior Court of Cobb County.

Section 14.5. Repealer. Any and all resolutions or parts of resolutions, if any, in conflict with this Master Bond Resolution this day adopted be and the same are hereby repealed, and this Master Bond Resolution shall be in full force and effect from and after its adoption.

Section 14.6. Payments Due on Saturdays, Sundays, etc. Whenever a date upon which a payment is to be made under the Bond Resolution falls on a Saturday, a Sunday, a legal holiday, or any other day on which banking institutions are authorized to be closed in the state in which the payment is to be made, such payment may be made on the next succeeding secular day without interest for the intervening period.

Section 14.7. Effective Date. This Master Bond Resolution shall take effect immediately upon its adoption.

Section 14.8. Applicable Provisions of Law. The Bond Resolution shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

Section 14.9. No Individual Responsibility of Officers of Authority. No stipulations, obligations, or agreements of any official of the Authority shall be deemed to be stipulations, obligations, or agreements of any such official in his or her individual capacity.

Section 14.10. Actions by Other Officers. The Vice Chairman of the Authority may take any action, or execute and deliver any document, agreement, or other writing, which the Chairman of the Authority is authorized to execute and deliver pursuant to the Bond Resolution. An Assistant Secretary/Treasurer may attest any execution of any document, agreement, or writing by the Chairman or the Vice Chairman of the Authority, in the same manner as the Secretary/Treasurer would be authorized to attest any such execution.

Section 14.11. General Authorization. From and after the date of adoption of this Master Bond Resolution, the officials, employees, and agents of the Authority are hereby authorized to do all such acts and things and to execute and deliver any and all other documents, certificates, and instruments as may be required in connection with the execution, delivery, and sale of the Series 2024 Bonds and the execution, delivery, and performance of the Contract and the transactions contemplated on the part of the Authority by this Master Bond Resolution. The Chairman or Vice Chairman and Secretary/Treasurer or Assistant Secretary/Treasurer of the Authority are hereby authorized and directed to prepare and furnish to the purchasers of the Series 2024 Bonds, when the Series 2024 Bonds are issued, certified copies of all proceedings and records of the Authority relating to the Series 2024 Bonds or to this Master Bond Resolution and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2024 Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them. All such certified copies, certificates, and affidavits, including any heretofore furnished, shall constitute representations of the Authority as to the truth of all statements contained therein.

ADOPTED this 23rd day of July 2024.

**DOWNTOWN SMYRNA DEVELOPMENT
AUTHORITY**

(SEAL)

By: _____
Chairman

Attest:

Secretary/Treasurer

EXHIBIT A

FORM OF INTERGOVERNMENTAL ECONOMIC
DEVELOPMENT AGREEMENT

[Attached]

SECRETARY/TREASURER'S CERTIFICATE

I, _____, the duly appointed, qualified, and acting Secretary/Treasurer of the Downtown Smyrna Development Authority (the "Authority"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to the revenue bonds designated "Downtown Smyrna Development Authority Revenue Bonds, Federally Taxable Series 2024" constitute a true and correct copy of the Master Bond Resolution adopted on July 23, 2024 by the members of the Authority in a meeting duly called and assembled, after due and reasonable notice was given in accordance with the procedures of the Authority and with applicable provisions of law, which was open to the public and at which a quorum was present and acting throughout, and that the original of such Master Bond Resolution appears of public record in the Minute Book of the Authority, which is in my custody and control.

I further certify that such Master Bond Resolution has not been rescinded, repealed, or modified.

GIVEN under my hand and seal of the Authority, this 23rd day of July 2024.

(SEAL)

Secretary/Treasurer, Downtown Smyrna
Development Authority

and transactions as the Authority and any such municipality are by law authorized to undertake; and

WHEREAS, the Act also authorizes the Authority, as security for repayment of its revenue bonds, to pledge, convey, assign, hypothecate, or otherwise encumber any property of the Authority and to execute any agreement for the sale of its revenue bonds, security agreement, assignment, or other instrument as may be necessary or desirable, in the judgment of the Authority, to secure any such revenue bonds; and

WHEREAS, the Act provides that the terms, conditions, covenants, and provisions contained in any resolution of the governing body of the Authority authorizing the issuance of revenue bonds of the Authority shall bind said governing body then in office and its successors thereof; that the resolution providing for the issuance of such bonds may set forth the rights and remedies of the bondholders and may prescribe the procedure by which bondholders may enforce their rights and may also contain provisions concerning the conditions, if any, upon which additional revenue bonds may be issued *pari passu* with the revenue bonds initially issued pursuant to such resolution; and that any resolution adopted by the Authority may contain such terms and provisions as the Authority shall approve, such approval of the Authority to be conclusively established by the execution of any such resolution by the Chairman or Vice Chairman of the Authority and the attestation of such execution by the Secretary/Treasurer or any Assistant Secretary/Treasurer of the Authority; and

WHEREAS, the Authority proposes to issue, sell, and deliver its revenue bonds to be known as “Downtown Smyrna Development Authority Revenue Bonds, Federally Taxable Series 2024” (the “Series 2024 Bonds”), in the original aggregate principal amount not to exceed \$16,500,000, for the purpose of obtaining funds to finance the costs of acquiring and renovating or demolishing properties located at 1275 Church Street in Smyrna, Georgia, to be held for sale for redevelopment for commercial and residential uses or to be rented for event purposes (the “Properties”), and to finance a portion of the costs of issuing the Series 2024 Bonds; and

WHEREAS, the Authority and the City of Smyrna (the “City”) propose to enter into an Intergovernmental Economic Development Agreement, to be dated as of the first day of the month of its execution and delivery (the “Contract”), under the terms of which (1) the Authority will agree to acquire and renovate or demolish the Properties to be held for sale for redevelopment for commercial and residential uses or to be rented for event purposes and (2) the City will agree (a) to make payments to the Authority in amounts sufficient to enable the Authority to pay, among other things, the principal of, premium, if any, and interest on the Series 2024 Bonds when due and (b) to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates within the three (3) mill limit authorized pursuant to Section 48-5-350 of the Official Code of Georgia Annotated and within the fifteen (15) mill limit prescribed by Section 50 of the City’s Charter or such greater millage limit hereafter authorized under applicable law, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Contract; and

Principal of and redemption premium, if any, on this Bond are payable when due in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of Regions Bank, Atlanta, Georgia, as registrar and paying agent (the "Bond Registrar" or the "Paying Agent"). Payment of interest on this Bond shall be made to the registered owner and shall be paid in lawful money of the United States of America by check or draft mailed on the applicable Interest Payment Date to such registered owner as of the close of business on the 15th day of the calendar month (the "Record Date") immediately preceding such Interest Payment Date at its address as it appears on the registration books (the "Bond Register") of the Authority maintained by the Bond Registrar, or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

This Bond is one of a series of \$_____ in original aggregate principal amount of revenue bonds designated "Downtown Smyrna Development Authority Revenue Bonds, Federally Taxable Series 2024" (the "Series 2024 Bonds"), issued by the Authority pursuant to and in full compliance with the provisions of the Constitution and statutes of the State of Georgia, including specifically, but without limitation, an amendment to Article VII, Section VII, Paragraph I of the Constitution of the State of Georgia of 1945 (1970 Ga. Laws 1117 to 1119, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to Article XI, Section I, Paragraph IV of the Constitution of the State of Georgia of 1983 and an Act of the General Assembly of the State of Georgia (1986 Ga. Laws 3957 to 3958, inclusive), as implemented by an Act of the General Assembly of the State of Georgia (1989 Ga. Laws 4382 to 4396, inclusive) (collectively the "Act"), and pursuant to a Master Bond Resolution duly adopted by the Authority on July 23, 2024, as supplemented and amended by a Supplemental Series 2024 Bond Resolution duly adopted by the Authority on August __, 2024 (collectively the "Bond Resolution"), authorized to be issued for the purposes of financing the costs of acquiring and renovating or demolishing properties located at 1275 Church Street in Smyrna, Georgia, to be held for sale for redevelopment for commercial and residential uses or to be rented for event purposes (the "Properties").

The Authority and the City of Smyrna (the "City") entered into an Intergovernmental Economic Development Agreement, dated as of August 1, 2024 (the "Contract"), under the terms of which (1) the Authority agreed to acquire and renovate or demolish the Properties to be held for sale for redevelopment for commercial and residential uses or to be rented for event purposes and (2) the City agreed (a) to make payments to the Authority in amounts sufficient to enable the Authority to pay, among other things, the principal of, premium, if any, and interest on the Series 2024 Bonds when due and (b) to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates within the three (3) mill limit authorized pursuant to Section 48-5-350 of the Official Code of Georgia Annotated and within the fifteen (15) mill limit prescribed by Section 50 of the City's Charter or such greater millage limit hereafter authorized under applicable law, as may be necessary to produce in each year revenues that are sufficient to fulfill the City's obligations under the Contract.

The Series 2024 Bonds are all issued under and are equally and ratably secured by and entitled to the protection of the Bond Resolution. Pursuant to the Bond Resolution, as security for the payment of the principal of, redemption premium, if any, and interest on the Series 2024