City of Flowery Branch
City Council Meeting
Thursday, January 16, 2020, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch GA, 30542

CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

PROCLAMATION - BRAD KELLER

PRESENTATION - Art Presentation - Chad Shore

PUBLIC HEARING:

UNFINISHED BUSINESS - WORK SESSION:

NEW BUSINESS -WORK SESSION:

- Review Elevations for Proposed Townhome Development - 5702 Main Street
  19058 - Conceptual Site Plan 121919.pdf
  Old Town Character Area.pdf
  9 Nonresidential Zoning Districts 2019.pdf
- Consider December 19, 2019 Meeting Minutes
  121909.pdf
- Consider January 2, 2020 Meeting Minutes
  010220 Draft.pdf
- Consider - Intergovernmental Agreement with Georgia Emergency Management and Homeland Security Agency (GEMA/HA) for Statewide Mutual Aid and Assistance Agreement
  Statewide Mutual Aid Agreement 2020.pdf
- Consider Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville and Hall Development Authority for Old Town Redevelopment Project
  RES 20-002 - Installment Agreement for Series 2020 Bonds with Gainesville Hall County Dev Auth for Old Town Dev..pdf
  TRUST INDENTURE (00909278-2xA19C7).pdf
  INSTALLMENT SALE AGREEMENT (00910646-2xA19C7).pdf
  Exhibit A - Project Description.pdf
  GHDA Bond Resolution.pdf
- Discussion - 8% Hotel Motel Tax
- Consider - Winterset Land Exchange Agreement
  Real Property Exchange Agreement 12 16 20 CLEAN.docx
  EX A Winterset Parcels.pdf
  EX B Flowery Branch Parcel.pdf

- Consider - Lease with Hill Wood Realty, LLC for 5412 Main Street
  Hill Wood Realty Lease FIRST AMENDMENT.pdf
  Hill Wood Realty Lease Amendment Ex A.pdf
- Consider - Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5414 Main Street

  LendUS Lease Ex A.pdf
  LendUS Lease FINAL.doc

DEPARTMENT REPORTS: -

a. City Manager Report
b. City Clerk Report
c. Finance Director Report
d. Planning Department Report
e. Police Report
f. Attorney Report
g. Council Report

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS: - Please limit to two minutes

CONSENT AGENDA:

- Consider December 19, 2019 Meeting Minutes
  121909.pdf
- Consider January 2, 2020 Meeting Minutes
  010220 Draft.pdf
- Per Diem - Mike Miller

UNFINISHED BUSINESS - VOTING SESSION:

- Consider - Conditional Use Permit submitted by Mr. Calvin Tanner, to operate an auto repair shop as a home occupation.
  Combined files for Council Review.pdf

NEW BUSINESS - VOTING SESSION:

- Consider - Intergovernmental Agreement with Georgia Emergency Management and Homeland Security Agency (GEMA/HA) for Statewide Mutual Aid and Assistance Agreement
  Statewide Mutual Aid Agreement 2020.pdf
- Consider Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville and Hall Development Authority for Old Town Redevelopment Project
  RES 20-002 - Installment Agreement for Series 2020 Bonds with Gainesville Hall County Dev Auth for Old Town

Dev..pdf
TRUST INDENTURE (00909278-2xA19C7).pdf
INSTALLMENT SALE AGREEMENT (00910646-2xA19C7).pdf
Exhibit A - Project Description.pdf
GHDA Bond Resolution.pdf

- Consider - Lease with Hill Wood Realty, LLC for 5412 Main Street
  Hill Wood Realty Lease FIRST AMENDMENT.pdf
  Hill Wood Realty Lease Amendment Ex A.pdf
- Consider - Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5414 Main Street

  LendUS Lease Ex A.pdf
  LendUS Lease FINAL.doc

EXECUTIVE SESSION:

ADJOURNMENT:

If you have a disability or impairment and need special assistance please contact the City Clerk prior to the meeting at 770-967-6371 - Meeting agenda is subject to change

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Review Elevations for Proposed Townhome Development - 5702 Main Street

COUNCIL MEETING DATE: January 16, 2020

HISTORY:
This is a proposed townhome development by Chris Hill of Hillgrove Homes. The development will be located within the Central Business District (CBD) and therefore, elevations must be reviewed and approved by City Council. the proposed development is located at 5517 Main Street.

FACTS AND ISSUES:
Elevations will be provided as soon as possible prior to the meeting date. Please see attached conceptual site plan, CBD regulations (Section 9.5), and the character area description from the comprehensive plan.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Discussion only. Vote will be in February

SAMPLE MOTION:
N/A

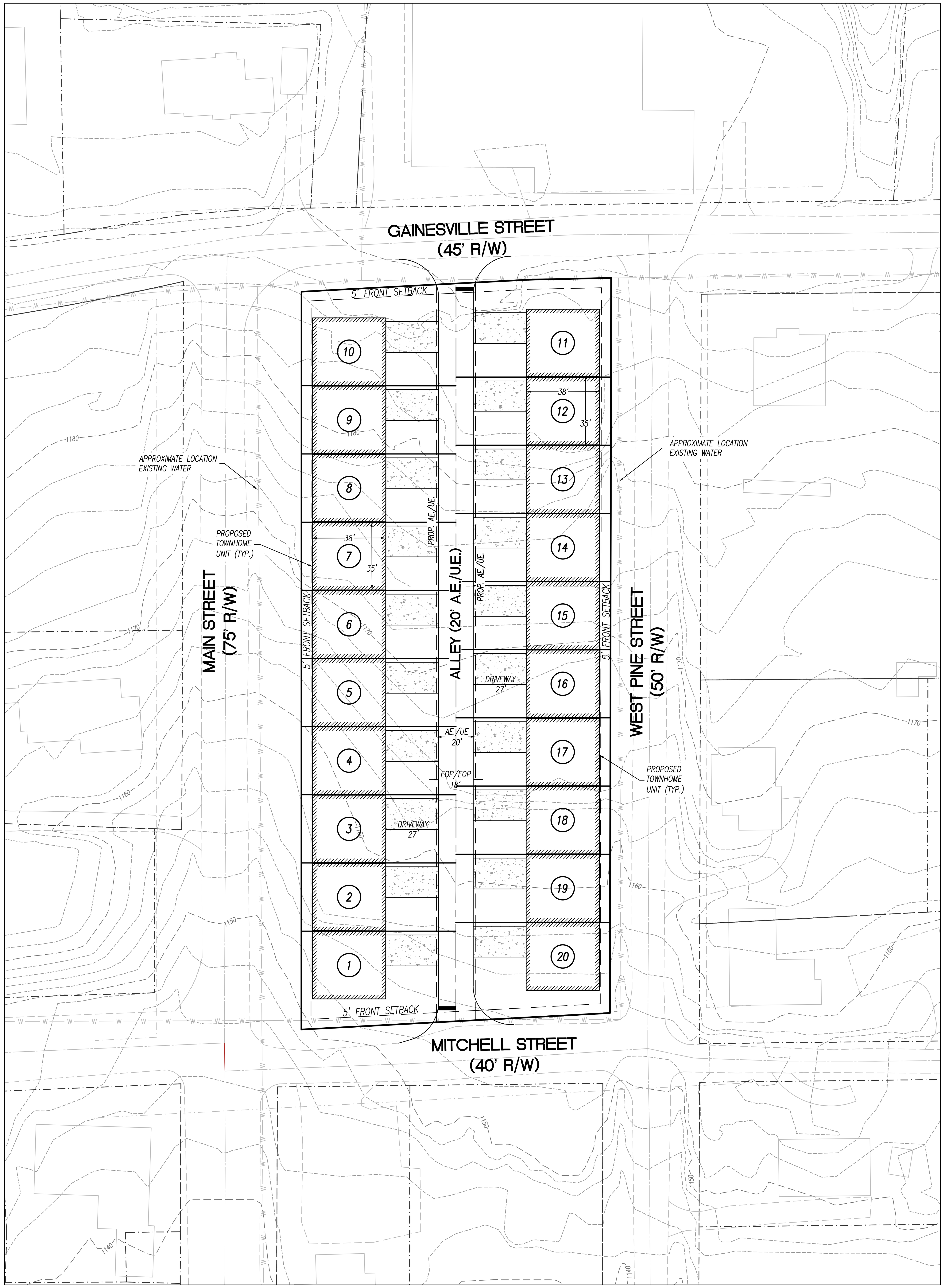
COLLABORATING DEPARTMENT:

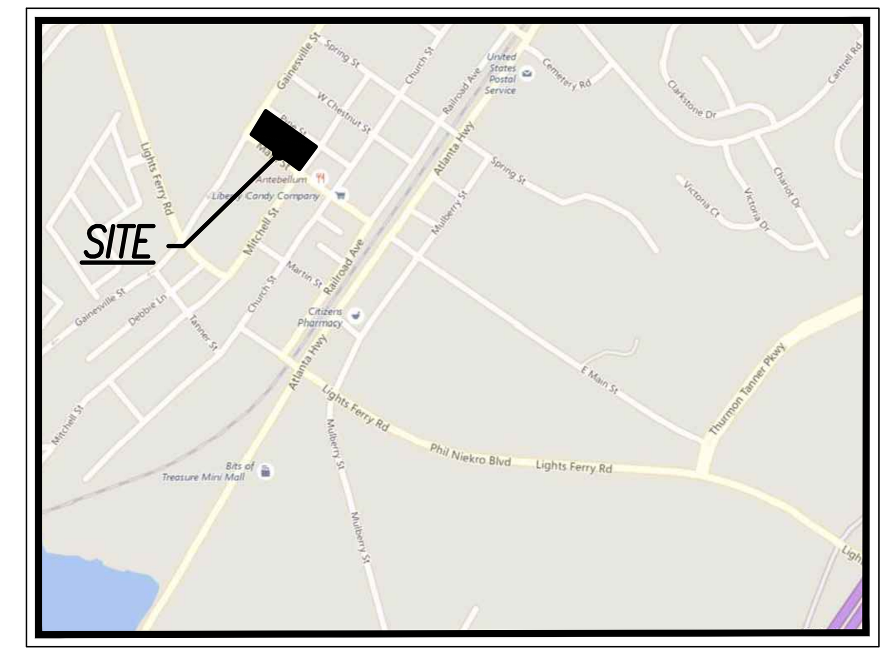
DEPARTMENT: Planning

Prepared by: Melissa McCain

ATTACHMENTS

- 19058 - Conceptual Site Plan 121919.pdf
- Old Town Character Area.pdf
- 9 Nonresidential Zoning Districts 2019.pdf





VICINITY MAP - N.T.S.

GRID NORTH
GA WEST ZONE

Development Planning
& Engineering, Inc.
civil - sanitary - transportation survey

5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868
www.dpengr.com

PREPARED FOR:

HILLGROVE HOMES
P.O. BOX 1929
BUFORD, GA. 30515
CONTACT:
CHRIS HILL

PROJECT NAME:

MAIN STREET TRACT

TASK:

CONCEPTUAL SITE PLAN

PROJECT INFORMATION:

MAIN STREET TRACT
Project Name

19-058
Project Number

5702 MAIN STREET
Project Address

Land Lot No.(s)

District
CITY OF FLOWERY BRANCH
HALL COUNTY, GA
County, State

DATE									
REVISION									
No.	1	2	3	4	5	6	7	8	9

DEVELOPMENT SUMMARY

1. TOTAL PROPERTY ACREAGE = ±1.4 AC.
2. TOTAL NUMBER OF UNITS = 20
3. CURRENT ZONING = I1
4. PARCEL : 08112 023001
5. PROPOSED USE: RESIDENTIAL ATTACHED TOWNHOMES
6. GROSS DENSITY FOR PROPERTY = 14.28 UNITS/AC.
7. MAXIMUM STRUCTURE HEIGHT = 45'
8. PROPERTY TO BE SERVED BY SANITARY SEWER.
9. WATER AND SEWER SERVICE PROVIDED BY CITY OF FLOWERY BRANCH.
10. A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
11. NO PORTIONS OF THE SUBJECT PROPERTY ARE LOCATED WITHIN A FLOOD HAZARD AREA AS PER CITY OF FLOWERY BRANCH F.I.R.M. COMMUNITY PANEL NO. 13139C0291G, DATED APRIL 04, 2018.
12. BOUNDARY INFORMATION FROM HALL COUNTY GIS.
13. TOPOGRAPHIC AND UTILITY INFORMATION BASED ON HALL COUNTY GIS.
14. SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.
15. LOCATION OF EXISTING STREAMS AND BUFFERS SHOWN BASED ON HALL COUNTY GIS. FIELD VERIFICATION RECOMMENDED.
16. TOWNHOME UNIT SIZE = 35' X 38' (REAR ENTRY)

Graphic Scale: 1" = 30'
15' 0 30' 60' 90' 120'

DESIGN	AS SHOWN SCALE
KWB DRAWN	1 of 1
CHECKED	SHEET
12/19/19 DATE	19-058 PROJECT No.

Old Town

VISION: Old Town will be an area corresponding generally with the city's redevelopment area boundary. Old Town will incorporate redevelopment, revitalization and historic preservation objectives of a compact, attractive, pedestrian-friendly downtown with an historic fabric. (See also description for "Mixed Use Downtown" character area).

USES AND INTENSITIES: Predominantly mixed use and main street-style commercial, including retail and service establishments, restaurants, offices, civic buildings and uses, institutional, and residential, and pocket parks and civic green spaces.

MAJOR FEATURES: Rectangular or square block, lot, and street pattern of skinny city streets, retained but with improvements where required, including new sidewalks, pedestrian plazas, street trees, and other distinctive streetscape features.

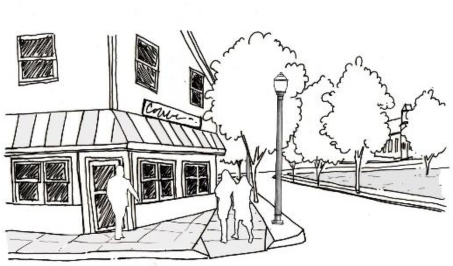
REGULATIONS: To be implemented by the Old Town Redevelopment Plan, Central Business District zoning, Traditional Neighborhood Development zoning, the Downtown Dining Overlay District, and the Historic District overlay.

QUALITY COMMUNITY OBJECTIVES IMPLEMENTED: Appropriate business, heritage preservation, open space preservation, transportation alternatives, housing opportunities, infill development, sense of place.

Jerry Weitz & Associates, Inc.
Planning & Development Consultants

Pedestrian Retail District/Streetscape

Example of Pedestrian Plaza



Jerry Weitz & Associates, Inc.
Planning & Development Consultants

Representative Land Uses and Scale

Mixed Use (Downtown)

VISION: Areas that will be developed with a combination of different land uses. Well-connected pedestrian-friendly diverse places with unique architecture. In some cases, the conversion of existing historic homes for commercial and office purposes. New development should meet the intent of the Old Town Redevelopment Plan.

USES AND INTENSITIES: Acceptable uses include residential uses vertically or horizontally mixed with other uses in the same building, offices, retail and services, restaurants, civic/institutional, and open space/recreation.

MAJOR FEATURES: Grid block pattern, skinny streets with inter-parcel access where possible, sidewalks and street trees, distinctive materials with variable widths. Developments are at a pedestrian-friendly scale and include open space. There is a high level of connectedness among uses.

REGULATIONS: To be implemented primarily with the applicable zoning districts. Developments will be required to complete design review and comply with all aesthetic requirements and meet the intend of the Old Town Redevelopment Plan.

QUALITY COMMUNITY OBJECTIVES IMPLEMENTED: Appropriate business, employment options, adaptive reuse of historic structures, transportation connectivity, housing opportunities, sense of place.

Appropriate Scale

Illustrative Example of Converted Historic Home Being Used as an Office

Walkable Streets

Mixed Use

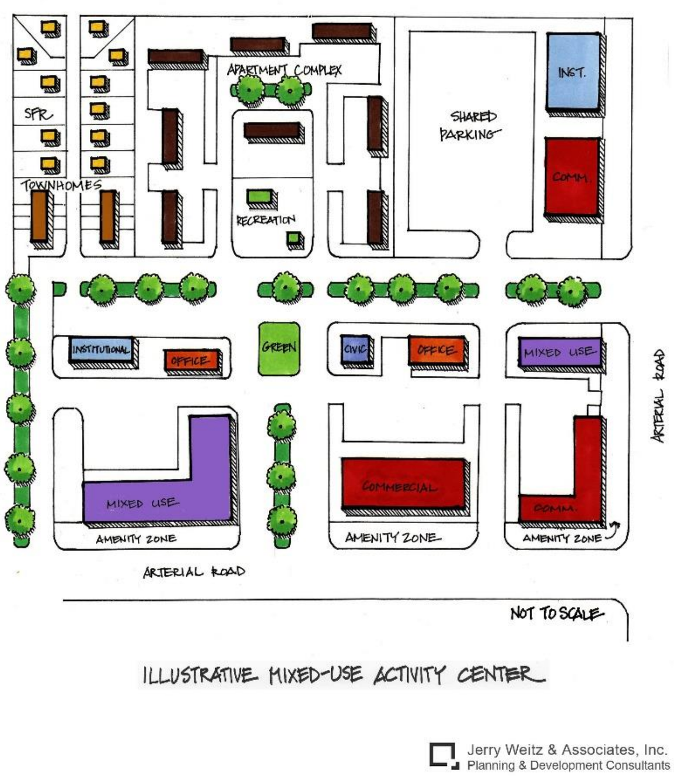
VISION: Areas that will be developed with a combination of different land uses intended to create an environment where compatible land uses can be located in close proximity to each other. Diverse places with unique architecture contributing to the economic base of the city.

USES AND INTENSITIES: Acceptable uses include business/office parks, light industrial, smaller scale retail, neighborhood commercial and residential uses.

MAJOR FEATURES: Connectivity is important between uses and developments. Automobile traffic is frequent but pedestrian accessibility is still a necessity.

REGULATIONS: This character area will be primarily implemented with the planned unit development or commercial zoning districts. Developments will be required to complete design review and comply with all aesthetic requirements.

QUALITY COMMUNITY OBJECTIVES IMPLEMENTED: Appropriate business, residential, and employment options, transition between more intense uses and compatibility between uses..



Illustrative Example of Mixed Use with Focus on Commercial/Residential Design

ARTICLE 9
NONRESIDENTIAL ZONING DISTRICTS

Sec. 9.1. O-P, Office-Professional District.

(a) Purpose and Description. This zoning district is intended to implement the "Office-Professional" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "Institutional Campus" character area established in the comprehensive plan and may be appropriate within neighborhood commercial and activity center classifications shown on the character area map. The Office-Professional district is intended to encourage and provide suitable areas for professional, medical, research and scientific functions, general offices, and certain related activities. This district is intended to apply to single-function office buildings and to planned office parks and planned office complexes. In some cases, the OP district may be appropriate as a transition between a commercial zoning district and a single-family or multi-family residential zoning district.

(b) Character. Access to this district is predominantly by automobile but pedestrian mobility is accommodated.

(c) Permitted and Conditional Uses. Permitted and conditional uses shall be as provided in Table 9.1, "Permitted and Conditional Uses in Nonresidential Zoning Districts."

(d) Dimensional Requirements. Dimensional requirements shall be as provided in Table 9.2, "Dimensional Requirements in Nonresidential Zoning Districts."

Sec. 9.2. INST, Institutional District.

(a) Purpose and Description. This zoning district is intended to implement the "Public Institutional" and "transportation, communications and utilities" designations of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "Institutional Campus" character area established in the comprehensive plan. The Institutional zoning district is intended to encourage and provide suitable areas for institutional campuses including the Atlanta Falcons Training Facility, Hall County public schools, and large churches.

(b) Character. These are mostly single-function land use districts where public access is controlled or limited. Areas are sometimes designed for trucks and individual establishments are not connected with one another. In the case of schools, pedestrian accessibility is provided, but other institutions are largely reliant on the automobile for access. Campus-style site planning and generous landscaping are required.

(c) Permitted and Conditional Uses. Permitted and conditional uses shall be as provided in Table 9.1, "Permitted and Conditional Uses in Nonresidential Zoning Districts."

(d) Dimensional Requirements. Dimensional requirements shall be as provided in Table 9.2, "Dimensional Requirements in Nonresidential Zoning Districts."

Sec. 9.3. NS, Neighborhood Shopping District.

(a) Purpose and Description. This zoning district is intended to implement the "commercial" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "neighborhood commercial" character area established in the comprehensive plan.

(b) Character. Neighborhood commercial districts are intended to provide areas for limited, small-scale commercial uses of a convenience nature serving nearby residential neighborhoods as opposed to a regional market. This district provides for attractive, non-auto related neighborhood businesses and services, with distinctive architectural features and a scale compatible with pedestrians and connected to adjacent residential neighborhoods. Uses within neighborhood commercial character areas generally occur within enclosed buildings with no outside storage and limited outdoor display of goods and merchandise. Pedestrian accessibility is promoted via sidewalks connected to nearby neighborhoods but uses are mostly reliant on the automobile for access. Nonetheless, buildings and developments are scaled to be compatible with and promote pedestrian activity. Entrances, frontages, and building façades are softened with landscaping and low-lying identification signs.

(c) Permitted and Conditional Uses. Permitted and conditional uses shall be as provided in Table 9.1, "Permitted and Conditional Uses in Nonresidential Zoning Districts." Auto-related, highway-oriented commercial uses are not permitted. With the exception of convenience stores with gasoline pumps, neighborhood commercial districts are not intended to permit or accommodate automotive uses or other types of more intensive highway business activities, or those uses that generate excessive traffic, noise, odors, pollution, safety hazards, or other adverse impacts which would detract from the desirability of adjacent properties for residential use.

(d) Dimensional Requirements. Dimensional requirements shall be as provided in Table 9.2, "Dimensional Requirements in Nonresidential Zoning Districts." Business establishments do not exceed 2,500 square feet in any one tenant space, to keep the bulk and intensity in scale with the needs of adjacent neighborhoods. Open space is limited to suburban plazas or small open spaces. A three-story height limit is imposed.

Sec. 9.4. HB, Highway Business District.

(a) Purpose and Description. This zoning district is intended to implement the "commercial" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "activity center" and "mixed use" character areas established in the comprehensive plan. Centered at the interchange of Spout Springs Road and I-985, and also extending north and south along Hog Mountain Road, this zoning district will be an accessible center of businesses, services, and complementary uses, which may include traditional neighborhood development and mixed-use developments, contributing extensively to the economic base of the city.

(b) Character. This district is dominated by commercial uses but also intended to accommodate mixed-use developments. A grid block pattern of streets (connected local network) is provided, along with sidewalks and street trees. Pedestrian accessibility is promoted, although most activity is via the automobile for access. Entrances, frontages, and building façades are softened with landscaping and low-lying identification signs.

(c) Permitted and Conditional Uses. Permitted and conditional uses shall be as provided in Table 9.1, "Permitted and Conditional Uses in Nonresidential Zoning Districts." The widest possible range of uses is contemplated in this zoning district, except for industry and single-family, detached or manufactured homes. This character area is the proper place for big box retail, shopping centers, lodging and auto-related uses.

(d) Dimensional Requirements. Dimensional requirements shall be as provided in Table 9.2, "Dimensional Requirements in Nonresidential Zoning Districts."

Sec. 9.5. CBD, Central Business District.

(a) Purpose and Description. This zoning district is intended to implement the redevelopment element of the Flowery Branch Comprehensive Plan, as amended. This zoning district is also intended to implement the "Central Business" designation of the Future Land Use Map contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "Old Town" character area established in the comprehensive plan, as amended. All construction projects require approval by the City Council of Flowery Branch. For lots zoned CBD which are within the city's local historic district, compliance with the city's historic preservation ordinance is also required.

(b) Character. This district is a compact area corresponding with the city's downtown core. It is characterized by a grid block pattern with skinny streets, sidewalks composed of distinctive materials (e.g., stamped concrete) and lined with street trees. Developments are built to a pedestrian-friendly scale (i.e., "Main Street Commercial") and include plazas and small urban pocket parks. Buildings and structures which are considered "historic" are retained to maintain the overall historic character of the area.

(c) Permitted and Conditional Uses. Permitted and conditional uses shall be as provided in Table 9.1, "Permitted and Conditional Uses in Nonresidential Zoning Districts."

(d) Dimensional Requirements. Dimensional requirements shall be as provided in Table 9.2, "Dimensional Requirements in Nonresidential Zoning Districts."

(e) Construction Approval. Any proposed construction project must be approved by the City Council prior to issuance of any permit.

(f) Construction Approval Requirements All construction proposals shall submit at a minimum the following:

1. Legal description of the property;

2. Survey of the property;

3. Existing conditions analysis of the site to be redeveloped, including any existing buildings, structures, and/or uses on the subject site, and the existing land uses and description of buildings, structures, and uses on all adjacent lots;

4. Letter of intent describing the proposed use(s) of the property or other action requested (redevelopment project approval). The applicant must be comprehensive in terms of describing all principal uses that will be included – these will become limiting and binding on the developer – refer to the permitted uses listing in Table 9.1 of Article 9 of the Flowery Branch Zoning Ordinance. For complex projects, the applicant should describe the intended phasing of the project, if applicable. The letter of intent shall address the following:

    a. How the proposed action compares (and is consistent with) the goals, policies, and development requirements of the Old Town Redevelopment Plan;

    b. How the project will be consistent with any adopted design guidelines for the type of development and/or the proposed use; and

    c. How the general design, the character and appropriateness of design, scale of buildings, arrangement, texture, materials, and colors of buildings in the proposed redevelopment project will be appropriate in its surroundings;

5. Two copies and one electronic copy of a site plan of the property, at an appropriate engineering scale, showing the proposed use and relevant information (buildings, parking, open spaces, etc.) regarding proposed improvements;

6. Statistics regarding the proposed development (this may be incorporated into the letter of intent, or shown on the site plan, or both). At minimum, such statistics shall include the total square footage of the redevelopment project, including any existing buildings to be retained, the total gross square footages of building(s) devoted to each use, and proposed building heights for all buildings and structures proposed in the redevelopment project;

7. Two copies and one electronic copy of all exterior elevation drawings of all building faces that will front on a public or private street, and rear and side elevations of same

if requested by Zoning Administrator, drawn to an architectural scale and signed by an architect. If structured parking is proposed, elevations of the parking structure must also be submitted. Said exterior elevation drawings shall clearly show in sufficient detail the exterior appearance and architectural design of proposed principal buildings. Each application shall also indicate proposed materials, textures and colors and provide samples of materials and colors. In cases where an applicant has already made application for approval of a certificate of appropriateness (COA), the applicant can submit the complete application for certificate of appropriateness as submitted to the Historic Preservation Commission. Where an applicant has already received a certificate of appropriateness from the Historic Preservation Commission, resubmission of the approved application for certificate of appropriateness shall constitute compliance with this application requirement unless the Zoning Administrator notifies the applicant that additional information is needed for aspects not covered in the approved COA application;

8. Facility impact analyses, including the following:

   a. Proof of water and sewer availability from the Public Works Director and Wastewater Treatment Plant Superintendent.

   b. Analysis of the adequacy of drainage for the site (description and assessment of adequacy of stormwater facilities on-site and off-site).

9. A written development agreement, if the developer requests city participation in the provision of on-site or off-site facilities, such as the sharing of costs for facilities, shared parking, etc. which may or may not be available from the city. If accepted by the city, the development agreement may become a condition of project approval or it may be considered and approved separately from redevelopment project approval;

10. If any variances or administrative variances are required, the applicant will file a separate application following submission requirements and processes for the type of variance sought. These may be heard concurrently.

Sec. 9.6. M-1, Light Manufacturing and Industrial District.

(a) Purpose and Description. This zoning district is intended to implement the "light industrial" and "transportation, communication and utilities" designations of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "industrial/employment" character area established in the comprehensive plan. It provides a concentration of employment and job activity, contributing substantially to the economic base of the city. (Ord. 348-13)

(b) Character. Truck traffic is frequent, and individual manufacturing establishments are not necessarily connected with one another. Driveways and curb radii are designed to accommodate large trucks. Pedestrian accessibility is generally not anticipated, though pedestrian access is required along road frontages. Entrances, frontages, and building façades are softened with landscaping and low-lying identification signs.

(c) Permitted and Conditional Uses. Permitted and conditional uses shall be as provided in Table 9.1, "Permitted and Conditional Uses in Nonresidential Zoning Districts." Light industries are the primary permitted uses. (Ord. 348-13)

(d) Dimensional Requirements. Dimensional requirements shall be as provided in Table 9.2, "Dimensional Requirements in Nonresidential Zoning Districts."

(e) Design Requirements. Please see Article 14 sec.14.13 of this ordinance.

Sec. 9.7. M-2, Heavy Manufacturing and Industrial District. (Ord. 348-13)

(a) Purpose and Description. This zoning district is intended to implement the "heavy industrial" designation of the future land use plan contained within the comprehensive plan of the City of Flowery Branch. It is also intended to implement the "industrial/employment" character area established in the comprehensive plan. It provides a concentration of employment and job activity, contributing substantially to the economic base of the city.

(b) Character. Truck traffic is frequent, and individual manufacturing establishments are not necessarily connected with one another. Driveways and curb radii are designed to accommodate large trucks. Pedestrian accessibility is generally not anticipated, though pedestrian access is required along road frontages. Entrances, frontages, and building façades are softened with landscaping and low-lying identification signs.

(c) Permitted and Conditional Uses. Permitted and conditional uses shall be as provided in Table 9.1, "Permitted and Conditional Uses in Nonresidential Zoning Districts." Light and heavy industries are the primary permitted uses.

(d) Dimensional Requirements. Dimensional requirements shall be as provided in Table 9.2, "Dimensional Requirements in Nonresidential Zoning Districts."

(e) Design Requirements. Please see Article 14 sec.14.13 of this ordinance.

Table 9.1
Permitted and Conditional Uses in Nonresidential Zoning Districts
(P = Permitted Use C = Conditional Use X = Prohibited)

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Accessory building, structure, or use	P	P	P	P	P	P	P
Adaptive reuse of a detached single-family dwelling for a personal service establishment or enclosed retail establishment	C	C	P	P	P	X	X
Adult business (see Adult Entertainment of Code of Ordinances No. 360)	X	X	X	X	X	P	P
Agricultural processing	X	X	X	X	X	X	C
Aircraft landing area	X	X	X	X	X	X	C
Animal hospital or veterinary clinic	P	P	P	P	X	X	X
Animal rendering, slaughtering, and recycling plant	X	X	X	X	X	X	X
Animal shelter	X	P	X	C	X	P	P
Apparel manufacturing	X	X	X	X	X	P	P
Art gallery	P	P	P	P	P	X	X
Asphalt plant	X	X	X	X	X	X	C
Auction house or auction yard (excluding livestock)	X	X	X	X	X	P	P
Auction house or auction yard (including livestock)	X	X	X	X	X	X	P
Automated teller machines (accessory use)	P	P	P	P	X	P	P
Automobile sales and service establishment	X	X	X	P	X	X	X
Automobile sales without service	X	X	X	P	X	X	X
Automobile service establishment without sales	X	X	X	P	X	P	P
Bank or financial institution	P	P	P	P	P	X	X
Batching plant	X	X	X	X	X	X	C
Bed and breakfast inn	P	P	P	P	P	X	X
Big box commercial building	X	X	X	C	X	C	C
Borrow site	X	C	X	C	X	X	P
Botanical garden	P	P	P	C	X	X	X
Bottling or canning plant	X	X	X	X	X	C	P
Brewery or distillery	X	X	X	X	X	P	P
Broadcasting studio	P	P	P	P	X	P	P
Building material sales	X	X	X	C	X	P	P
Building sales establishment	X	X	X	C	X	P	P
Bulk storage	X	X	X	X	X	X	P
Business service establishment, not exceeding 2,500 square feet of gross floor area	C	C	P	P	P	P	P
Business service establishment, more than 2,500 square feet of gross floor area	X	X	X	P	P	P	P
Camp or campground	X	C	X	C	X	X	X
Car wash	X	X	X	C	X	P	P
Caretaker's residence	X	X	X	C	C	P	P
Carnival	X	X	X	C	X	X	P
Cemetery or mausoleum	X	P	X	C	X	P	P
Church, temple, synagogue, or place of worship, including specified accessory uses (see Sect. 14.3) (Ord. 348-11)	P	P	C	P	X	C	C
Clinic	P	P	P	P	X	X	X
Club or lodge, nonprofit, sponsored by a civic or similar organization	P	P	C	P	X	C	C
Club, private (Ord. 348-11)	X	C	X	C	X	X	X
Cold storage plant or frozen food locker	X	X	X	X	X	P	P
Co-generation facility	X	X	X	X	X	C	C
College or university (Ord. 348-11)	C	P	X	C	X	C	C
Commercial recreational facility, indoor (Ord. 348-11)	X	X	C	P	X	C	C
Commercial recreational facility, outdoor	X	X	X	C	C	C	C
Communication tower and antenna	P	P	X	P	X	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Community recreation area	P	P	P	P	P	P	P
Composting facility	X	X	X	X	X	X	P
Conservation areas and passive recreational facilities	P	P	P	P	P	P	P
Construction field office and/or yard (temporary use)	X	P	X	P	X	P	P
Continuing care retirement community	C	P	X	P	C	X	X
Contractor's establishment	X	X	X	P	X	P	P
Convenience store, with or without gasoline pumps	X	X	P	P	X	P	P
Cottage industry	P	P	P	P	P	P	P
Crematorium in conjunction with a funeral home or mortuary (Ord. 348-13)	X	C	X	C	X	P	P
Crematorium not in conjunction with a funeral home or mortuary (Ord. 348-13)	X	X	X	X	X	X	P
Crisis center	C	P	X	P	X	P	P
Custom order shop	X	X	P	P	P	P	P
Day care center serving no more than 17 persons	P	P	P	P	X	C	C
Day care center serving 18 persons or more	X	P	C	P	X	C	C
Distribution center, including truck terminals	X	X	X	C	X	P	P
Dry cleaning plant	X	X	X	C	X	P	P
Dwelling, single-family detached, fee-simple	P	P	X	X	P	X	X
Dwelling, single-family detached, condominium	P	P	X	X	P	X	X
Dwelling, townhome (single-family attached fee-simple)	X	X	X	P	P	X	X
Dwelling, multi-family	X	X	X	X	C	X	X
Dwelling, two-family (duplex)	C	C	X	X	X	X	X
Dwelling, located within a building containing a nonresidential principal use	X	X	X	X	X	X	X
Explosives storage	X	X	X	X	X	X	C
Exterminating and pest control business or disinfecting service	X	X	C	P	X	P	P
Extraction and removal of sand, gravel, top soil, clay, dirt, precious metals, gems, and minerals	X	X	X	X	X	X	C
Fairgrounds	X	P	X	X	C	P	P
Finance, insurance, and real estate establishment, 2,500 square feet or less of gross floor area per establishment	P	P	P	P	P	P	P
Finance, insurance, and real estate establishment, more than 2,500 square feet of gross floor area per establishment	P	P	P	P	P	X	X
Food processing plant	X	X	X	X	X	X	P
Fuel oil distributor	X	X	X	X	X	P	P
Funeral home or mortuary	X	X	X	C	X	P	P
Gas tank sales	X	X	X	C	X	X	P
Greenhouse (commercial)	X	X	X	P	X	P	P
Group home	C	P	X	P	X	X	X
Growler	X	P	P	P	P	P	P
Gym or exercise facility, not open 24 hours a day	P	P	P	P	P	P	P
Gym or exercise facility open 24 hours a day	P	P	X	P	P	P	P
Hazardous waste receiving, handling, and/or disposal facility, or volatile organic liquid handling and storage	X	X	X	X	X	X	C
Health spa	X	X	X	P	P	P	P
Hospital	C	P	X	P	C	C	C
Incinerator	X	X	X	X	X	X	C
Institutional residential living and care facility, serving no more than 17 persons	P	P	P	P	X	X	X
Institutional residential living and care facility, serving 18 persons or more	C	P	X	P	X	X	X
Junk/salvage yard	X	X	X	X	X	X	C
Kennel	X	X	X	P	X	P	P
Laboratory	P	P	C	P	X	P	P
Landfill (sanitary, construction/demolition, inert waste)	X	X	X	X	X	X	C
Landscaping company	X	X	X	P	X	P	P

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Live/work unit	C	X	C	C	P	P	P
Lodging service (hotel, motel, motor hotel, inn)	X	C	X	P	P	X	X
Logging yard	X	X	X	X	X	X	P
Lumber yard	X	X	X	C	X	P	P
Machine shop	X	X	X	P	X	P	P
Manufactured home, “Class A”	X	X	X	X	X	X	X
Manufactured home other than “Class A”	X	X	X	X	X	X	X
Manufactured home park	X	X	X	X	X	X	X
Manufacturing, ceramics	X	X	X	X	X	C	P
Manufacturing, cosmetics or toiletries	X	X	X	X	X	P	P
Manufacturing, coating of cans, coils, fabrics, vinyl, metal furniture, appliance surfaces, wire, paper, and flat wood paneling	X	X	X	X	X	C	C
Manufacturing, electronics, camera, or photographic or communication equipment	X	X	X	X	X	P	P
Manufacturing, instrument assembly	X	X	X	X	X	P	P
Manufacturing, metal products	X	X	X	X	X	C	P
Manufacturing, pharmaceuticals and medical supplies	X	X	X	X	X	P	P
Manufacturing, textiles	X	X	X	X	X	P	P
Manufacturing, wood products	X	X	X	X	X	P	P
Manufacturing, processing, and assembling, within buildings, not otherwise specified	X	X	X	X	X	C	C
Marina	X	C	X	P	X	X	X
Materials recovery facility	X	X	X	X	X	X	C
Micro brewery	X	X	X	X	P	P	P
Mixed use building or development	C	X	P	P	P	C	X
Museum	P	P	P	P	P	P	P
Office	P	P	P	P	P	P	P
Office-warehouse	X	X	X	C	X	P	P
Open air business	X	X	X	P	C	C	C
Open storage yard (principal use)	X	X	X	C	X	P	P
Package Store	X	X	P	P	X	P	P
Parking deck or structures, on-site or off-site	C	C	X	P	C	C	C
Parking lot, off-site	P	P	P	P	C	P	P
Personal service establishment	C	C	P	P	P	P	P
Petroleum bulk storage site	X	X	X	X	X	X	P
Power plant, private	X	X	X	X	X	X	C
Public or semi-public use	P	P	P	P	P	P	P
Rail yard	X	C	X	X	X	X	P
Railroad freight terminal	X	C	X	X	X	X	P
Recreational vehicle park	X	X	X	C	X	X	X
Recovered materials processing facility	X	X	X	X	X	X	C
Recycling center	X	X	X	X	X	C	C
Restaurant, excluding drive-ins or drive through facilities and fast-food restaurants as defined	X	C	P	P	P	P	P
Restaurant, including drive-ins or drive through facilities and fast-food restaurants as defined	X	X	X	P	X	C	C
Retail trade establishment, enclosed	X	X	P	P	P	P	P
Retreat center	P	P	X	P	X	X	X
Riding academy or equestrian center	X	X	X	P	X	C	C
Rooming or boarding house	C	X	X	C	X	X	X
Sawmill	X	X	X	C	X	X	P
School for the arts (Ord. 348-10; Ord. 348-11)	P	P	C	P	C	C	C
School, private, elementary, middle, or high (Ord. 348-11)	P	P	C	P	X	C	C
School, public	P	P	X	X	X	X	X
School, professional (Ord. 348-11)	P	P	C	P	X	C	C
School, special (Ord. 348-11)	P	P	X	X	X	C	C

Use	O-P	INST	NS	HB	CBD	M-1	M-2
School, trade (Ord. 348-11)	C	C	X	X	X	C	C
Self-service storage facility (mini-warehouse)	X	X	X	P	X	P	P
Service and fuel-filling station	X	X	X	P	X	P	P
Showroom	X	X	X	X	X	P	P
Slaughterhouse	X	X	X	X	X	X	C
Solid waste handling and/or transfer facility	X	X	X	X	X	X	C
Special event facility (Ord. 348-11)	C	P	C	P	X	X	X
Taxi cab and limousine service	X	X	X	C	X	C	C
Tattoo Parlor	X	X	X	P	x	C	C
Temporary use approved by the Zoning Administrator	P	P	P	P	P	P	P
Therapeutic camp	X	C	X	X	X	X	X
Tow service	X	X	X	P	X	C	P
Truck stop or truck terminal	X	X	X	C	X	X	P
Utility company	P	P	X	P	X	P	P
Utility company substation	P	P	P	P	P	P	P
Vehicle emission testing facility	X	X	X	P	X	P	P
Warehouse or storage building	X	X	X	C	X	P	P
Water plant or wastewater treatment facility	X	X	X	X	X	X	X
Wholesale trade establishment	X	X	X	C	C	P	P
Wireless telecommunications equipment	X	C	X	C	X	C	C
Wireless telecommunications facility	X	C	X	C	X	C	C
Wrecked motor vehicle compound	X	X	X	C	X	X	P
Yoga Studio	P	P	P	P	P	P	P

(Ord. 348-18)

Table 9.2
Dimensional Requirements for Nonresidential Zoning Districts

Dimensional Requirement (measurement unit)	O-P	INST	NS	HB	CBD	M-1	M-2
Maximum height (feet)	35	45	35	60	Note 1	75	75
Maximum height (number of stories)	3	3	3	5	Note 1	4	5
Maximum density (units per acre)	3	3	3	12	N/A	N/A	N/A
Minimum lot size for detached single family dwelling (square feet)	10,000	10,000	10,000	10,000	7,000	N/A	N/A
Minimum lot size for other uses (square feet)	10,000	None	None	None	None	None	None
Minimum lot width (feet)	75	75	90	None	None	100	100
Minimum heated floor area per dwelling unit (square feet)	1,200	1,200	1,200	700	700	700	700
Minimum front yard setback (feet)	25	40	25	None	None	25	25
Minimum side setback, interior lot line (feet)	10	40	10	10	None	15	15
Minimum side setback, corner lot (feet)	15	40	15	15	None	25	25
Minimum side setback, interior lot line (width in feet) for institutional zones abutting other institutional zones	N/A	10	N/A	N/A	N/A	N/A	N/A
Minimum landscape strip required along side property lines for institutional zones abutting other institutional zones (width in feet)	N/A	5	N/A	N/A	N/A	N/A	N/A
Minimum rear setback (feet)	20	40	20	25	None	25	25
Minimum setback abutting an R-1, R-2, R-3, TND, or PUD district (feet)	25	50	40	30	None	60	60
Minimum width of natural buffer abutting an R-1, R-2, R-3, TND, or PUD district (feet)	15	40	30	30	None	50	50
Minimum landscape strip required along right-of-ways for any nonresidential or multi-family use (width in feet)	10	25	10	10 (None If built to front lot line)	None	30	30
Minimum landscape strip required along side property lines for any nonresidential or multi-family use (width in feet)	5	15	5	None	None	None	None
Maximum lot coverage (percent)	35	40	45	50	None	None	None
Minimum landscaped open space (percent)	25	20	15	15	N/A	10	10

(Ord. 348-13)

Note 1. Building Height and Number of Stories. The maximum height of any building, including those on lots subsequently zoned CBD after the effective date of this zoning ordinance amendment, shall be three stories and 45 feet, except as follows:

The maximum building height shall be four stories and 60 feet for the following city blocks: The city block bounded by Railroad Avenue, Pine Street Extension, Church Street, and Chestnut Street; the city block bounded by Railroad Avenue, Main Street, Church Street, and Pine Street Extension; and the city block bounded by Railroad Avenue, Bailey Drive, Church Street, and Main Street. The building height may project 6 feet above the maximum for purposes of screening roof mounted equipment, safety railings and/or other service equipment.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider December 19, 2019 Meeting Minutes

COUNCIL MEETING DATE: January 16, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve with the consent agenda

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- 121909.pdf

City of Flowery Branch
Council Meeting
December 19, 2019 6:00 p.m.
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch GA, 30542

<u>CALL WORK SESSION TO ORDER:</u>

Mayor Miller called the meeting to order at 6:04 p.m.

PRESENT: Mayor James Miller and Council Members Ed Asbridge, Leslie Jarchow, Joe Anglin and Amy Farah

ABSENT: Councilman Chris Mundy

Also present were City Manager Bill Andrew, City Clerk Melissa McCain, Planner Rich Atkinson, Finance Director Alisha Gamble, Police Chief David Spillers and Attorney Ron Bennett

<u>PLEDGE OF ALLEGIANCE:</u>

Mayor Miller led the Pledge of Allegiance.

<u>PUBLIC HEARING:</u>

There was no public hearing.

<u>UNFINISHED BUSINESS - WORK SESSION:</u>

<u>NEW BUSINESS -WORK SESSION:</u>

<u>Consider - Infratec Consultants Inc. Task Order for the Design and Construction Management of the Expanded Water Reclamation Facility</u>

Manager Andrew reviewed the history of the work the Infratec has done with the City.

- City has contracted with Infratec since late 2006
- Originally hired to expand WWTP, was put on hold due to economy standstill in 2008
- Water system modeling
- Replacement of sand filter system with disc filters
- Design/Construction Mgt. Morrow Dr. waterline
- Design/Construction Mgt. wastewater discharge line under NSRR at WWTP
- Electronic Water Meter Replacement
- Design of new water system improvements

(All on-time and on- or under-budget.)

Consultant Bob Troxler with Infratec Consultants reviewed the timeline for the proposed Wastewater Treatment Plant Expansion through 2022.

Councilman Anglin inquired on the status of the spray field in relation to the expansion.

Consultant Troxler advised that the spray field could be decommissioned.

Manager Andrew noted that the spray field is owned by three entities and the sale of the property would be split and the city's portion would go into the sewer fund.

Manager Andrew reviewed the proposed costs for this task order:

Process Mechanical Design	$701,020
Instrumentation and Mechanical, Electrical and Plumbing (MEP) Design	$132,000
Structural Design	$110,625
Civil/Site and Yard Piping Design	$95,000
Construction Administration	$461,570
Resident Project Representative*	$325,000
TOTAL	$1,825,215

Manager Andrew further stated that typically, the cost of design and construction management is within 12% to 15%* of the cost of the project itself. We are anticipating the new wastewater plant to be between $18,000,000 to $20,000,000 so the range on the low-end could be $2,160,000 and on the high-end $3,000,000. So, the $1,825,215 (9%) appears to be a reasonable number given the scope of our project.
*20%+ is not unusual for more complicated projects.

Councilman Anglin inquired on if there was a flaw in the design would the city be covered.

Attorney Bennett advised that the engineer has insurance to cover any design flaw and the contractors will provide a bond in case there is an issue with construction.

Consider - Application for the FY 2020 Local Maintenance & Improvement Grant (LMIG) Program for Road Maintenance

Manager Andrew reviewed the roads that were anticipated to be repaired as follows:

- Chinook Court = .31 Lane Miles
- Mohave Court = .27 Lane Miles
- Debbie Lane = .18 Lane Miles (One-Lane),
- E. Pine St. = .07 Lane Miles,
- Clarkstone Cir. & Clarkstone Dr. = .91 Lane Miles
- Cantrell Rd. = .91 Lane Miles
- Holland Dam Road = .26 Lane Miles

Manager Andrew noted that roads are chosen based on general deterioration, speed, traffic volume, and number of homes/businesses on the road.

Manager Andrew reviewed the LMIG history as follows:

FY 2020 - $84,376 LMIG funds + $146,968 (Local)
FY 2019 – $81,318 LMIG funds + $0 (Local)
FY 2018 - $69,790 LMIG funds + $0 (Local)
FY 2017 - $62,611 LMIG funds + $149,388 (Local)
FY 2016 - $51,120 LMIG funds + $39,883 (Local)
FY 2015 - $45,193 LMIG funds + $284,408 (Local)
FY 2014 - $39,920 LMIG funds + $106,692 (Local)

We are using LMIG from:

2018 =	$ 69,789.90
2019 =	$ 81,317.38
2020 =	$ 84,375.96
TOTAL =	$235,483.24

These funds require a 30% match, or $70,644.97. With a current match of $146,968, we are not required to use more matching funds. We do have an additional $450,233 budgeted for Roads/Sidewalks this year – Old Town Redevelopment, Mitchell Street, CPL Road Analysis.

Consider December 5, 2019 Meeting Minutes

Clerk McCain advised there were no changes to what was presented.

DEPARTMENT REPORTS:

City Manager Report

Manager Andrew advised that the Convention and Visitors Bureau is considering going to an 8% hotel motel tax and there have been discussions of the City being uniform with Oakwood and the Lake Lanier Islands Development Authority

There are different uses of the funds once 8% is approved and that he would bring more back to the council at another meeting for consideration.

Finance Report

Director Gamble advised that the audit will be presented at the first meeting in January

Council Report

Councilman Ed Asbridge stated that the Shop with a Cop event last weekend was a great success.
Councilman Anglin mentioned the accomplishments of Karen Ching and sympathized with her passing.

ADJOURNMENT WORK SESSION:

Mayor Miller adjourned the work session at 6:54 p.m.

CALL VOTING SESSION TO ORDER:

Mayor Miller called the voting session to order at 6:54 p.m.

PUBLIC COMMENTS:

There were no public comments.

CONSENT AGENDA:

- December 5, 2019 Meeting Minutes
- Per Diem - James Miller

There was a motion made to approve the consent agenda as presented.

MOTION: Leslie Jarchow
SECOND: Ed Asbridge
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

There was no unfinished business.

NEW BUSINESS - VOTING SESSION:

Consider - Application for the FY 2020 Local Maintenance & Improvement Grant (LMIG) Program for Road Maintenance

There was a motion made to approve and authorize the Mayor to execute the necessary documents for the Local Maintenance and Improvement Grant for Road Maintenance application.

MOTION: Leslie Jarchow
SECOND: Amy Farah
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

EXECUTIVE SESSION:

There was a motion made to enter executive session at 6:55 p.m. for land acquisition and disposition.

MOTION: Leslie Jarchow
SECOND: Amy Farah
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

There was a motion made to reconvene open session at 7:35 p.m.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

ADJOURNMENT:

There was a motion made to adjourn at 7:35 p.m.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider January 2, 2020 Meeting Minutes

COUNCIL MEETING DATE: January 16, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve with the Consent Agenda

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- 010220 Draft.pdf

City of Flowery Branch
City Council Meeting
January 2, 2020 6:00 p.m.
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch GA, 30542

CALL WORK SESSION TO ORDER:

Mayor Miller called the work session to order at 6:02 p.m.

PRESENT: Mayor James Miller and Council Members Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin and Amy Farah.

Also present were City Manager Bill Andrew, City Clerk Melissa McCain, City Planner Rich Atkinson, Finance Director Alisha Gamble, Police Chief David Spillers, and Attorney Ron Bennett

PLEDGE OF ALLEGIANCE: Mayor Miller led the Pledge of Allegiance.

PUBLIC HEARING: There was no public hearing.

UNFINISHED BUSINESS - WORK SESSION:

Discussion - Proposed conditions for Council to review and discuss pertaining to Calvin Tanner's CUP request.

City Planner Atkinson reviewed the request and advised that staff recommended denial of the request for the following reasons:

1. Currently zoned TND (Traditional Neighborhood District) – a residential designation
2. The use is not compatible with the surrounding area
3. The use is not in line with the comprehensive plan (Urban Residential character area)
4. The use is not compatible with the Old Town plan

Planner Atkinson then reviewed suggested conditions if the CUP was granted:

1. Time Limit in concert with Business License Renewal
2. Property Appearance
3. No more than 2 additional vehicles on exterior
4. All vehicles must be operational, insured and registered
5. No signage on premises or vehicular signage
6. No additional buildings
7. No outdoor storage
8. No additional exterior lighting
9. No parked tow trucks
10. Fencing must be approved by Community Dev. Dept.
11. 7:00 AM to 9:00 PM – Hours of Operation – Mon.-Sat.

NEW BUSINESS -WORK SESSION:

Consider 2020 Council Meeting Dates

Clerk McCain reviewed the 2020 meeting dates and advised that they are approved annually, subject to change, and are posted to the website and in the front information board at City Hall.

Consider Beer, Wine and Distilled Spirits License for Breakwater Grill - 4856 Hog Mountain Road

Clerk McCain reviewed the application and advised that there has been a previous license at this location for many years and that all is in order for the council's consideration.

Consider - Resolution 20-001: To Amend the Budget for FY2019 as Previously Adopted on June 28, 2018.

Finance Director Gamble reviewed the request and advises that a balanced budget is required by Georgia Law on Local Government Budgets (36-81-3) and Government Finance Officers Association (GFOA) Best Practices.

Director Gamble reviewed the first adjustment and stated that it was a reclassification of already approved total budget between departments for a balanced budget, therefore the request is to move $50,000 from patrol health insurance to transfer out to 270 – TAD Fund. This adjustment requires no overall increase in the City's budget.

Hotel Motel tax collections collected were more than projected, therefore an adjustment of $82,000 adjustment needed for a balanced budget.

Fund/Department: 100/275 Effective Date: 6/30/2019

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
				-
100-3223-512100	Patrol / Health Insurance	157,433	(50,000)	107,433
100-0000-611270	Transfer Out 270 - TAD Fund	63,792	50,000	113,792
				-
275-0000-314100	CVB Hotel Tax Rev - City's Portion	-	(82,000)	(82,000)
275-7540-611100	Transfer Out 100 - General Fund	-	82,000	82,000

DEPARTMENT REPORTS:

City Manager

Local Art Opportunities

Manager Andrew reviewed the idea of painting the Railroad Avenue storage building and showed some examples.

Manager Andrew reviewed issues to consider;

- $10,000 is an excellent price
- Do we want to have this done now so it will work with promoting the coming Main Street Building?
- Should we consider an overall Art Program and a Branding Campaign?
- The Roberts Drive Tank is planned to be The Falcons Tank and the Old Town Tank is planned to be the Flowery Branch Tank.
- Do we need an Arts Advisory Group?

The council made the following notes:

Councilman Mundy liked the branding "The Branch" and also wanted to incorporate that on the underpass at Exit 12.

Mayor Miller liked the idea of the branding of "The Branch" but was not in favor of the font of the lettering in the example.

Mayor Miller suggested adding the Flowery Branch blue color as used on the street signs and in the logo and also requested the bottom of the building be screened.

Pertaining to the water towers, Mayor Miller wanted multiple ideas and renderings for consideration.

Councilman Anglin also disliked the proposed font and requested something more subtle.

Councilman Anglin further requested the City colors and logo be included.

Councilwoman Jarchow asked for a more elegant design.

<u>Mitchell Street Partnership</u>

Manager Andrew advised that this discussion was in reference to as local builder on Mitchell Street has 13 lots and wants to build good quality housing, but the cost of the stormwater infrastructure is costly.

Manager Andrew stated that the City wants to support and continue the investment that was made with the construction of the Roundabout and Jones Park and currently the Stormwater Facilities are inadequate for even the existing development.

$73,075 is for 7 lots, not the full 13 they have planned for.

The Council was in support of speaking with the builder about a possible partnership.

ADJOURNMENT WORK SESSION:

Mayor Miller adjourned the work session at 6:52 p.m.

CALL VOTING SESSION TO ORDER:

Mayor Miller called the voting session to order at 6:52 p.m.

PUBLIC COMMENTS:

There were no public comments

CONSENT AGENDA:

- Consider 2020 Council Meeting Dates
- Consider Beer, Wine and Distilled Spirits License for Breakwater Grill - 4856 Hog Mountain Road

There was a motion made to approve the consent agenda as presented.

MOTION: Chris Mundy
SECOND: Ed Asbridge
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

Consider - Infratec Consultants Inc. Task Order for the Design and Construction Management of the Expanded Water Reclamation Facility

There was a motion made to approve and authorize the Mayor to execute the task order as presented.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

NEW BUSINESS - VOTING SESSION:

Consider - Resolution 20-001: To Amend the Budget for FY2019 as Previously Adopted on June 28, 2018.

Attorney Bennett read the caption to Resolution 20-001

There was a motion made to approve Resolution 20-001 and the requested budget amendments.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

AUDIT REVIEW - WAYNE TUCK - (Auditor - Walker, Pierce & Tuck, P.C.)

Wayne Tuck presented the audit to the City Council and advised the City is in good standing.

EXECUTIVE SESSION:

There was a motion made to enter executive session at 7:16 p.m. for property acquisition/ disposition.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

There was a motion made to reconvene open session at 7:33 p.m.

MOTION: Ed Asbridge
SECOND: Amy Farah
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

ADJOURNMENT:

There was a motion made to adjourn at 7:33 p.m.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

Mayor – Mike Miller Date City Clerk – Melissa McCain

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - Intergovernmental Agreement with Georgia Emergency Management and Homeland Security Agency (GEMA/HA) for Statewide Mutual Aid and Assistance Agreement

COUNCIL MEETING DATE: January 16, 2020

HISTORY:
The City initially entered into this Agreement in 2012 and last renewed it in 2016.

FACTS AND ISSUES:
Why do I need to do this?
Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity

What other jurisdictions are involved?
Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

What kind of assistance are we talking about?
“Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?
The Assisting Party’s mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn’t want to send resources?
A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction’s own political subdivision.
What about liability and reimbursement?
Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?
Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all

other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

OPTIONS:
The City is not required to participate, but having access to these resources would be critically important in a large-scale incident.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
Funding would only be involved in the event of an emergency response.

RECOMMENDATION:
Approve as presented

SAMPLE MOTION:
I make a motion to authorize the Mayor to sign the Intergovernmental Agreement with GEMA for Statewide Mutual Aid.

COLLABORATING DEPARTMENT:
Administration

DEPARTMENT: Police

Prepared by: Melissa McCain

ATTACHMENTS

- Statewide Mutual Aid Agreement 2020.pdf

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: ____

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

(1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.

(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.

(5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

(6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.

(7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and

2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V
LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party’s own political subdivision to remain in compliance with such Participating Party’s policy, rule or law.

The Assisting Party’s mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX
IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

______________________________	______________________________
Chief Executive Officer - Signature	Chief Executive Officer – Print Name

County/Municipality: ________________________

Date:________/__________/__________

______________________________	______________________________
GEMA/HS Director – Signature	GEMA/HS Director – Print Name

Date:________/__________/_________

<u>APPENDIX A</u>
<u>AUTHORIZED REPRESENTATIVE</u>

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for __________________________(county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

____ ___________________________________
Print Name Job Title/Position

____
Signature of Above Individual

____ ___________________________________
Print Name Job Title/Position

____
Signature of Above Individual

____ ___________________________________
Print Name Job Title/Position

____
Signature of Above Individual

___________________________________ Date:________/_________/__________
Chief Executive Officer - Signature

____
Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for____________________

(county/municipality) for the purpose of reimbursement sought for mutual aid:

____ ______________________________________
Print Name Job Title/Position

____
Signature of Above Individual

____ ______________________________________
Print Name Job Title/Position

____
Signature of Above Individual

____ ______________________________________
Print Name Job Title/Position

____
Signature of Above Individual

______________________________________ Date:________/__________/__________
Chief Executive Officer - Signature

____
Chief Executive Officer – Print Name

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville and Hall Development Authority for Old Town Redevelopment Project

COUNCIL MEETING DATE: January 16, 2020

HISTORY:
The presentation of the Old Town Redevelopment Project plans and agreement between the Residential Group and the City was presented to the Tax Allocation District Advisory Committee (TADAC) on 8/30/2018 with unanimous recommendation from the committee to Council for up to $6.6 million in financing through the Gainesville Hall County Redevelopment Authority. The City of Flowery Branch City Council received the recommendations from the TADAC through a presentation at the 11/15/2018 Council Meeting. The motion was approved by City Council to proceed with the recommendations of the TADAC on 11/15/2018.
A sample of the Gainesville Hall County Redevelopment Authority bond resolution is attached for reference.

FACTS AND ISSUES:
Resolution 20-002 is the first step in the bond financing process for the TAD Old Town redevelopment projects.

- Not to exceed principal amount of $5.4 million;
- Not to exceed rate of 5.00%;
- Maximum Annual debt service of $450,000;
- Final maturity date of April 1, 2039.

**NOTE - the $5.4 million is an estimate. The City will only finance what is deemed necessary to complete the project. Final terms, interest rate, and amount of financed will be presented to Council for final approval before closing. This initial approval is necessary to start the financing and public offering process for the bonds.

***Council only needs to act on Resolution 20-002 and the Installment Agreement attached.

OPTIONS:
Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville Hall Development Authority for Old Town Redevelopment Project

(***Council only needs to act on Resolution 20-002 and the Installment Agreement attached.)

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
$5,400,000 Debt Financing, Series 2020 Revenue Bonds, with the Gainesville and Hall County Redevelopment Authority.

RECOMMENDATION:
Approve Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville and Hall Development Authority for Old Town Redevelopment Project

SAMPLE MOTION:
I make a motion to approve Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville Hall Development Authority for Old Town Redevelopment Project for financing not to exceed $5.4 million in aggregate principal amount of Gainesville and Hall County Development Authority Revenue Bonds, Series 2020; to authorize the conveyance of the project from the City to the Issuer and the purchase and sale of the project from the Issuer to the City; and for other related purposes.

COLLABORATING DEPARTMENT:
Administration

DEPARTMENT: Finance

Prepared by: Melissa McCain

ATTACHMENTS

- RES 20-002 - Installment Agreement for Series 2020 Bonds with Gainesville Hall County Dev Auth for Old Town Dev..pdf
- TRUST INDENTURE (00909278-2xA19C7).pdf
- INSTALLMENT SALE AGREEMENT (00910646-2xA19C7).pdf
- Exhibit A - Project Description.pdf
- GHDA Bond Resolution.pdf

BUSINESS RESOLUTION
NO. 20-002

RESOLUTION TO AUTHORIZE THE ENTERING INTO OF AN INSTALLMENT SALE AGREEMENT WITH THE GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY REGARDING THE SALE OF A CERTAIN PROJECT (HEREINAFTER DEFINED) LOCATED IN THE CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA, AND TO APPROVE THE ISSUANCE AND TERMS OF NOT TO EXCEED $5,400,000 IN AGGREGATE PRINCIPAL AMOUNT OF GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY REVENUE BONDS (CITY OF FLOWERY BRANCH OLD TOWN PROJECT), SERIES 2020; TO AUTHORIZE THE CONVEYANCE OF THE PROJECT FROM THE CITY TO THE ISSUER AND THE PURCHASE AND SALE OF THE PROJECT FROM THE ISSUER TO THE CITY; AND FOR OTHER RELATED PURPOSES:

WHEREAS, the Gainesville and Hall County Development Authority (the "Issuer") has been created by and under amendments to the Constitution of the State of Georgia (Ga. Laws 1964, page 866, et seq.; Ga. Laws 1986, page 4328, et seq.), duly ratified and proclaimed, and an act of the General Assembly of the State of Georgia (Ga. Laws 1964, page 2282, et seq.), as amended (collectively, the "Act"), for the purpose of promoting and expanding for the public good and welfare industry and trade within the City of Gainesville and Hall County, Georgia, and reducing unemployment to the greatest extent possible in Hall County, Georgia (the "County"), and the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer and otherwise in accordance with the applicable provisions of the Revenue Bond Law (O.C.G.A. Section 36-82-60 et seq., as amended) furtherance of the public purpose for which it was created; and

WHEREAS, the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer, in furtherance of the public purpose for which it was created; and

WHEREAS, pursuant to the Act, the Issuer is authorized to undertake any "project" that is for any industrial, commercial, business, office, parking, public or other use, provided that the Issuer determines that the project and such use thereof would further the public purpose of the development of trade, commerce, industry and employment opportunities within Hall County; and

WHEREAS, pursuant to the Revenue Bond Law, the Issuer has the power to undertake, construct, maintain and operate any "undertaking" and to issue and sell revenue bonds for the purpose of raising funds for the payment, in whole or in part, of the cost of any "undertaking" of the Issuer; and to exercise all the rights, powers and privileges, and be subject to all the duties and liabilities, which a local government may exercise and/or be subject to under the provisions of the Revenue Bond Law; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parks and playgrounds; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parking areas and public parking buildings; and

WHEREAS, the City of Flowery Branch, Georgia (the "City") is located in Hall County, Georgia; and

WHEREAS, the City desires to improve its historic downtown center, colloquially known as "Old Town," in order to attract investment, development and growth, which will in turn create employment opportunities for its citizens; and

WHEREAS, the City desires to (i) acquire, construct, and equip public parks on certain real property in Old Town and (ii) construct certain sidewalks, streetscapes, and parking in Old Town, all as more particularly described on Exhibit "A" to the Agreement (hereinafter defined)(collectively, the "Project"); and

WHEREAS, the City has requested that the Issuer assist in the financing of the Project; and

WHEREAS, the Issuer has been advised by the City that the estimated amount necessary to finance the Project, including expenses incidental thereto, is $5,400,000, and the Issuer has determined that the most feasible method of accomplishing said financing is through the issuance, sale and delivery of its revenue bonds in the aggregate principal amount of not to exceed $5,400,000 in order to finance the acquisition, construction and equipping of the Project; and

WHEREAS, the Issuer has determined that such revenue bonds should be issued in one series denoted as "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020" (the "Series 2020 Bonds" or the "Bonds"); and

WHEREAS, after careful study and investigation the Issuer, in furtherance of the public purpose for which it was created, has agreed to issue the Bonds to finance the proposed acquisition, construction and equipping of the Project; and

WHEREAS, the Issuer has agreed to acquire, construct and equip the Project and then sell the Project to the City; and

WHEREAS, the Issuer proposes to enter into an installment sale agreement, dated as of March 1, 2020 (the "Agreement"), with the City under the terms of which the Issuer has agreed to sell the Project to the City, and the City has agreed to pay the Issuer purchase payments sufficient to pay the principal of, redemption premium (if any), and interest on the Bonds as the same become due and payable; and

WHEREAS, In accordance with the applicable provisions of the Redevelopment Powers Law (O.C.G.A. § 36-44-1, et seq., as amended), the City created, by activating resolution, dated December 5, 2007 (the "TAD Resolution"), Tax Allocation District One – Flowery Branch Old Town and Commercial Gateways (the "Flowery Branch Old Town and Commercial Gateways TAD"), effective December 31, 2007; and

WHEREAS, ad valorem taxes levied on all taxable property within the Flowery Branch Old Town and Commercial Gateways TAD, as calculated pursuant to O.C.G.A. § 36-44-3(14) ("Tax Allocation Increments"), are collected and shall be deposited into a special fund of the City created pursuant to O.C.G.A. § 36-44-11(c) and designated as the "Old Town and Commercial Gateways TAD Special Fund", to be used to improve economic and social conditions within the Redevelopment Area (as defined in the TAD Resolution); and

WHEREAS, the Project is located within the Redevelopment Area and will improve the economic and social conditions within the Redevelopment Area; and

WHEREAS, the Project constitutes a project as that term is defined in the Act that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer, and the Project constitutes an "undertaking" under the Revenue Bond Law that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer; and

WHEREAS, the City has determined that the issuance of the Bonds by the Issuer for the purpose of financing the Project will achieve such lawful and valid public purpose for the benefit of the citizens of the City of Flowery Branch and the inhabitants thereof; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the Issuer for the sale to the City of the facilities or services of the Issuer; and

WHEREAS, the Issuer, as permitted under the Act, has the power to acquire the Project and sell the Project to the City; and

WHEREAS, the Issuer will, pursuant to a resolution to be adopted in January, 2020 (the "Bond Resolution"), authorize the issuance of the Bonds and in order to secure the payment of the Bonds will duly authorize the execution and delivery of a Trust Indenture, dated as of March 1, 2020, between the Issuer and Regions Bank, as trustee (the "Indenture"), and the pledging of the Installment Sale Payments made by the City to the Issuer, pursuant to Section 5.2 of the Agreement, in accordance with the terms and provisions thereof; and

WHEREAS, it is necessary that all right, title and interest of the Issuer in the Agreement be assigned to a corporate trustee under the terms of the Indenture; and

WHEREAS, the City wishes to approve the transfer of the land and interests in land for the Project by the City to the Issuer; and

WHEREAS, the City wishes to approve the pledging of the Tax Allocation Increments to the payment of the Installment Sale Payments made pursuant to Section 5.2 of the Agreement; and

WHEREAS, the City wishes to approve the terms and issuance of not to exceed $5,400,000 in aggregate principal amount of the Series 2020 Bonds to finance the Project;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Flowery Branch, Georgia, and it is **HEREBY RESOLVED**, as follows:

Section 1. The City is authorized and directed to cause the acquisition, construction and equipping of the Project by the Issuer.

Section 2. The City is authorized and directed to execute and deliver to the Issuer a limited warranty deed transferring to the Issuer title to the land and interests in land for the Project described on Exhibit "A" of in the Agreement.

Section 3. The Agreement providing for the sale of the Project to the City by the Issuer is hereby approved, and the City is authorized to enter into said Agreement. The Agreement shall provide for payments in the amount equal to the principal and interest payments due on the Series 2020 Bonds. The Agreement shall be for a term beginning as of the date of the Series 2020 Bonds and ending not later than April 1, 2039. The Agreement shall be in substantially the form as presented to the Council and on file and of record with the City Clerk.

Section 4. The issuance of not to exceed $5,400,000 in aggregate principal amount of bonds of the Issuer known as "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020," is hereby approved. The Series 2020 Bonds (i) shall be dated as of their date of issuance, (ii) shall be in the form of fully registered bonds without coupons, (iii) shall bear interest at rates not exceeding 5.0% per annum, payable October 1, 2020, and semiannually thereafter on April 1 and October 1 of each year, (iv) shall be in the denomination of $5,000 each, or any integral multiple thereof, numbered consecutively from R-1 upward, (v) shall be transferable to subsequent owners as provided in the Indenture, and (vi) shall have a final principal maturity date of not later than April 1, 2039. The highest combined annual principal and interest requirements on the Series 2020 Bonds in any year shall not exceed $450,000.

The Bonds are being issued for the purpose of financing the Project.

Section 6. The Series 2020 Bonds shall be payable solely out of the payments payable by the City to the Issuer under the Agreement, and the assignment by the Issuer of its rights, including the payments, under the Agreement to secure the Series 2020 Bonds is consented to and approved.

Section 7. The creation of a special fund into which all Tax Allocation Increments shall be deposited is hereby ratified and confirmed. Such special fund is designated as the "Old Town and Commercial Gateways TAD Special Fund," and the monies in such Special Fund shall be expended for the purposes set forth in the City of Flowery Branch Redevelopment Plan for Tax Allocation District #1: Old Town and Commercial Gateways, including payment of the debt service on the Bonds and the payments required under Section 5.2 of the Agreement. The payments to be made by the City to the Issuer pursuant to Section 5.2 of the Agreement, in accordance with the terms and provisions thereof, shall be payable first from the Tax Allocation Increments collected and deposited in the Old Town and Commercial Gateways TAD Special Fund and then from the general funds of the City. No part of the Tax Allocation Increments received by the City in any Bond Year shall be used for any purposes other than to make the payments under Section 5.2(a) due in the applicable Bond Year until all such payments for that Bond Year have first been satisfied from such Special Fund in which the Tax Allocation Increments are deposited. "Bond Year" shall mean a twelve month period beginning on April 2 of each year and ending April 1 of the following year during the term of the Bonds, with the first Bond Year ending on April 1, 2021. An amount of the Tax Allocation Increments received by the City in each Bond Year sufficient to satisfy all such payment requirements under Section 5.2 of the Agreement for that Bond Year are hereby irrevocably pledged and appropriated to the payment of the Installment Sale Payments as the same become due and payable. The City hereby designates Renasant Bank, Flowery Branch, Georgia, as depository of the Old Town and Commercial Gateways TAD Special Fund.

Section 8. The City hereby designates the Series 2020 Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code and covenants that the Series 2020 Bonds do not constitute "private activity bonds," as defined in Section 141 of the Internal Revenue Code, and that not more than $10,000,000 in aggregate principal amount of obligations the interest on which is excludable from gross income for federal income tax purposes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds, as defined in Section 145 of the Code), including the Series 2020 Bonds, have been or shall be issued by the City, including all subordinate entities of the City and all entities which issue obligations on behalf of the City, during the calendar year 2016. The entire principal amount of the Series 2020 Bonds shall be allocated to the City of Flowery Branch for purposes of Section 265(b)(3)(C)(iii) of the Code.

Section 9. The City Council hereby determines that the issuance of the Bonds by the Issuer for the purpose of financing the Project will achieve the lawful and valid public purpose of revitalizing and redeveloping the central business district of the City for the benefit of the citizens of the City of Flowery Branch and of developing and promoting for the public good and general welfare of the State of Georgia trade, commerce, industry and employment opportunities.

Section 10. The Mayor and the City Clerk are hereby authorized to execute the Agreement and all agreements, certificates, statements, assurances, and other documents and papers required of them or either of them under the terms of the Agreement or which may otherwise reasonably be required of them for the proper closing of the transactions contemplated by this Resolution and the Agreement.

Section 11. The Mayor and the City Clerk are hereby further authorized to execute all certificates, statements, assurances, and other documents and papers required of them or either of them which may reasonably be required of them in connection with the Project.

RESOLVED, ADOPTED AND APPROVED, this 16th day of January, 2020.

CITY OF FLOWERY BRANCH, GEORGIA

By:___________________________________
Mayor

Attest:________________________________
City Clerk

(CITY SEAL)

CLERK’S CERTIFICATE

GEORGIA, HALL COUNTY

I, Melissa McCain, City Clerk of the City of Flowery Branch, Georgia, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a resolution adopted by the Council of the City at an open public meeting duly called and lawfully assembled on the 16th day of January, 2020, the original of said resolution being duly recorded in the Minute Book of the Council of said City, which minute book is in my custody and control.

WITNESS my hand and the official seal of the City of Flowery Branch, Georgia, this 16th day of January, 2020.

____
City Clerk

(SEAL)

916970-2

TRUST INDENTURE

between

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

and

Regions Bank, as Trustee

Dated as of March 1, 2020

Securing

[$5,400,000]
in aggregate principal amount of
Gainesville and Hall County Development Authority
Revenue Bonds
(City of Flowery Branch Old Town Project), Series 2020

TRUST INDENTURE
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The Table of Contents for this Trust Indenture is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provisions of this Trust Indenture.

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THIS TRUST INDENTURE, dated as of March 1, 2020, by and between the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY** (the "Issuer"), a public body corporate and a politic of the State of Georgia, duly organized and existing under the Constitution and laws of the State of Georgia, and **REGIONS BANK**, a state banking association organized and existing under the laws of Alabama, with an office located in Atlanta, Georgia, and having power and authority to accept and execute trusts, as Trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Issuer has been created under amendments to the Constitution of the State of Georgia (Ga. Laws 1964, page 866, et seq.; Ga. Laws 1986, page 4328, et seq.), duly ratified and proclaimed, and an act of the General Assembly of the State of Georgia (Ga. Laws 1964, page 2282, et seq.), as amended (collectively, the "Act"); and

WHEREAS, the Issuer was created for the purpose of promoting and expanding for the public good and welfare industry and trade within the City of Gainesville and Hall County, Georgia, and reducing unemployment to the greatest extent possible in Hall County, Georgia (the "County"), and the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer and otherwise in accordance with the applicable provisions of the Revenue Bond Law (O.C.G.A. §36-82-60 et seq., as amended), in furtherance of the public purpose for which it was created; and

WHEREAS, the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer, in furtherance of the public purpose for which it was created; and

WHEREAS, pursuant to the Act, the Issuer is authorized to undertake any "project" that is for any industrial, commercial, business, office, parking, public or other use, provided that the Issuer determines that the project and such use thereof would further the public purpose of the development of trade, commerce, industry and employment opportunities within Hall County; and

WHEREAS, pursuant to the Revenue Bond Law, the Issuer has the power to undertake, construct, maintain and operate any "undertaking" and to issue and sell revenue bonds for the purpose of raising funds for the payment, in whole or in part, of the cost of any "undertaking" of the Issuer; and to exercise all the rights, powers and privileges, and be subject to all the duties and liabilities, which a local government may exercise and/or be subject to under the provisions of the Revenue Bond Law; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parks and playgrounds; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parking areas and public parking buildings; and

WHEREAS, the City of Flowery Branch, Georgia (the "City") is located in Hall County, Georgia; and

WHEREAS, the City desires to improve its historic downtown center, colloquially known as "Old Town," in order to attract investment, development and growth, which will in turn create employment opportunities for its citizens; and

WHEREAS, the City desires to (i) acquire, construct, and equip public parks on certain real property in Old Town and (ii) construct certain sidewalks, streetscapes, and parking in Old Town, all as more particularly described on Exhibit "A" to the Agreement (hereinafter defined) (collectively, the "Project"); and

WHEREAS, the City has requested that the Issuer assist in the financing of the Project; and

WHEREAS, the Issuer has been advised by the City that the estimated amount necessary to finance the Project, including expenses incidental thereto, is $5,400,000, and the Issuer has determined that the most feasible method of accomplishing said financing is through the issuance, sale and delivery of its revenue bonds in the aggregate principal amount of **[$5,400,000]** in order to acquire and finance the City's Project; and

WHEREAS, the Issuer has determined that such revenue bonds should be issued in one series denoted as "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020" (the "Series 2020 Bonds" or the "Bonds"); and

WHEREAS, after careful study and investigation the Issuer, in furtherance of the public purpose for which it was created, has agreed to issue the Bonds to finance the proposed acquisition, construction and equipping of the Project; and

WHEREAS, the Issuer has agreed to acquire, construct and equip the Project and then sell the Project to the City; and

WHEREAS, the Issuer proposes to enter into an installment sale agreement, dated as of March 1, 2020 (the "Agreement"), with the City under the terms of which the Issuer has agreed to sell the Project to the City, and the City has agreed to pay the Issuer purchase payments sufficient to pay the principal of, redemption premium (if any), and interest on the Bonds as the same become due and payable; and

WHEREAS, the Project constitutes a project as that term is defined in the Act that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer, and the Project constitutes an "undertaking" under the Revenue Bond Law that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer; and

WHEREAS, the Issuer has found and declared that the issuance of the Bonds by the Issuer for the purpose of financing the acquisition, construction and equipping of the Project by the Issuer, and the payment of all costs of issuance of the Bonds (hereinafter sometimes referred to collectively as the "Undertaking") will achieve the lawful and valid public purpose for which the Issuer was created in that it will encourage and promote industry and trade in Hall County and will help reduce unemployment within Hall County; and

WHEREAS, the City has determined by resolution duly adopted on January 16, 2020, as supplemented by resolution adopted on **___________**, 2020, that the issuance of the Bonds by the Issuer for the purpose of financing the Undertaking will achieve such lawful and valid public purpose for the benefit of the citizens of the City of Flowery Branch and the inhabitants thereof; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the Issuer for the sale to the City of the Project or services of the Issuer; and

WHEREAS, the Issuer, as permitted under the Act, has the power to acquire, construct and equip the Project and sell the Project to the City; and

WHEREAS, the Issuer has, pursuant to resolution adopted in January, 2020, as supplemented by resolution adopted on **___________**, 2020 (collectively, the "Bond Resolution"), authorized the issuance of the Bonds and in order to secure the payment of the Bonds has duly authorized the execution and delivery of this Indenture and the pledging of the revenues of the Issuer from the Project, which are primarily the payments to be made by the City pursuant to Section 5.2 of the Agreement, in accordance with the terms and provisions hereof; and

WHEREAS, it is necessary that all right, title and interest of the Issuer in the Agreement be assigned to a corporate trustee under the terms of this Indenture; and

WHEREAS, the Issuer has duly determined that the Bonds hereinafter provided for, the certificate of authentication by the Trustee, and the registration provision shall be in substantially the form set forth in Section 2.05 hereof, with such variations, omissions, substitutions and insertions as are required or permitted by this Indenture and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon, as may be required to comply with any applicable laws or rules or regulations, or as may, consistently herewith, be determined by the officers executing such Bonds, as evidenced by their execution of the Bonds; and

WHEREAS, all acts, conditions and things necessary or required by the Constitution and laws of the State of Georgia or otherwise to exist, happen and be performed precedent to and in the execution and delivery of this Indenture do exist, have happened and have been performed, and the execution, acknowledgment and delivery of this Indenture have been in all respects duly authorized; and

WHEREAS, the Trustee has accepted the trusts created by this Indenture and in evidence thereof has joined in the execution and acknowledgment hereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS INDENTURE WITNESSETH:

That in order to secure the payment of the principal of and the interest on all Bonds issued under this Indenture according to their tenor and effect, and the performance and observance of each and every one of the covenants and conditions herein and in the Bonds contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the respective holders thereof, and also for and in consideration of the sum of ONE DOLLAR ($1.00) to it duly paid by the Trustee at or before the execution and delivery of this Indenture, and for other good and valuable considerations to it moving, the receipt of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured, and accepted by all persons who shall, from time to time, be or become holders thereof, the Issuer has pledged, assigned and set over, and by these presents does pledge, assign and set over, all to the extent and upon the conditions herein set forth, unto the Trustee and its successors in trust and assigns, forever:

I.

All right, title and interest of the Issuer in, to and under the Agreement, except the Reserved Rights, and all amendments, modifications and renewals thereof, including the payments to be made by the City pursuant to Section 5.2(a) of the Agreement.

II.

All amounts on deposit from time to time in the Bond Fund, subject to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein.

III.

Any and all other property of every kind and nature, from time to time, which was heretofore or hereafter is by delivery or by writing of any kind, given, granted, pledged, assigned, conveyed, mortgaged or transferred, as and for additional security hereunder, by the Issuer or by any other person, firm or corporation with the consent of the Issuer, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD the same unto the Trustee and its successors in trust and assigns forever;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of the Bonds issued hereunder and secured by this Indenture, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Bond over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or the date of maturity thereof, or for any other reason whatsoever (except as expressly provided in this Indenture), so that each and all of such Bonds shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby, with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof and as if all were expressed to mature on one and the same date.

PROVIDED, HOWEVER, and these presents are upon the condition that if the Issuer, or its successors, shall pay or cause to be paid to the holders of the Bonds the principal of and the interest to become due in respect thereof, at the times and in the manner stipulated herein and shall keep, perform and observe all and singular the covenants and agreements in the Bonds and in this Indenture expressed to be kept, performed and observed by or on the part of the Issuer, then this Indenture and the rights hereby granted shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the Issuer, the Trustee and the purchasers and holders, from time to time, of the Bonds that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall, from time to time, be or become the holders thereof, and the trusts and conditions upon which the pledged revenues and receipts are to be held and disposed of, which said trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined herein, the following words and terms as used herein shall have the following meanings unless the context or use clearly indicates another or different meaning or intent, and any other words and terms defined in the Agreement shall have the same meanings as assigned to them in the Agreement when used herein unless the context or use clearly indicates another or different meaning or intent:

"Act" means the Gainesville and Hall County Development Authority Act (Ga. Laws 1964, page 2282 et seq.) as amended, and certain amendments to the Constitution of the State of Georgia (Ga. Laws 1964, page 866, et seq.; Ga. Laws 1986, page 4328, et seq.).

"Authorized City Representative" means the person at the time designated to act on behalf of the City by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the City by the Mayor of the City. Such certificate may designate an alternate or alternates.

"Authorized Issuer Representative" means the person at the time designated to act on behalf of the Issuer by written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Chairman or Vice Chairman. Such certificate may designate an alternate or alternates. Such person must be satisfactory to the City and shall be replaced by the Issuer upon the written request of the City.

"Bond Fund" means the bond principal and interest payment fund created by Section 5.02 in which there shall be established a general account and a special account. Any reference herein to the "Bond Fund" without further qualification shall constitute a reference to said general account.

"Bond Registrar" means the Trustee.

"Bonds" or "Series 2020 Bonds" means the bonds of the Issuer issued hereunder. Any percentage of Bonds specified herein for any purpose is to be figured on the aggregate principal amount of Bonds then outstanding.

"Bondholder" or "holder of the Bonds" means the registered owner of any Bond.

"Chairman" means the Chairman of the Issuer.

"City" means the City of Flowery Branch, Georgia, a municipal corporation of the State of Georgia.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Costs of Issuance" means the costs paid or incurred to issue the Bonds.

"Counsel" means an attorney, or firm thereof, duly admitted to practice law before the highest court of any state in the United States of America or the District of Columbia.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an event of default.

"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 this Indenture.

"Event of Default" means the events specified in Section 9.01.

"Extraordinary Services" and "Extraordinary Expenses" means all services rendered and all expenses incurred by the Trustee under this Indenture other than Ordinary Services and Ordinary Expenses.

"Government Obligations" means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, or (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of, premium, if any, and interest on which are fully guaranteed as full faith and credit obligations by the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), which obligations, in either case, are not subject to redemption prior to maturity at less than par by anyone other than the holder.

"Indenture" means this Trust Indenture and any indentures supplemental hereto.

"Issuer" means the Gainesville and Hall County Development Authority, a public body corporate and politic of the State of Georgia, created and existing pursuant to the Act, and its successors and assigns.

"Old Town" means the historic downtown center of the City of Flowery Branch, Georgia.

"Ordinary Services" and "Ordinary Expenses" means those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture, including, but not limited to, Counsel fees.

"Outstanding," when used with reference to the Bonds at any date as of which the amount of outstanding Bonds is to be determined, means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds cancelled at or prior to such date;

(b) Bonds for the payment or redemption of which sufficient moneys and/or Government Obligations meeting the terms and conditions specified in Section 7.02 hereof shall have been theretofore transferred or deposited into the special account established in the Bond Fund (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee;

(c) Bonds in lieu of which others have been authenticated under Section 2.07 hereof; and

(d) For purposes of any consent or other action to be taken by the holders of a specified percentage of outstanding Bonds hereunder, all Bonds held by or for the Issuer or the City, except that for purposes of any such consent or action the Trustee shall be obligated to consider as not being outstanding only Bonds known by the Trustee to be so held.

"Payment in full of the Bonds**"** specifically encompasses the situations described in Section 7.02.

"Permitted Investments" means:

(a) any bonds or other obligations of the United States of America which as to principal and interest constitute direct obligations of the United States of America, or any obligations of subsidiary corporations of the United States of America fully guaranteed as to payment by the United States of America;

(b) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated;

(c) bonds or obligations of the State of Georgia or other counties, municipal corporations, and political subdivisions of the State of Georgia.

(d) certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of Federal savings and loan associations and state building and loan associations located within the State which have deposits insured by the Federal Savings and Loan Insurance Corporation (including the certificates of deposit of any bank, savings and loan association or building and loan association acting as depository, custodian or trustee for any proceeds of the Bonds); provided however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, if any, shall be secured by deposit with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank located within the State, of any obligations included in (a) , (b) and (c) above; and

(e) any other investments to the extent at the time permitted by then applicable law for the investment of public funds.

"Person" means any natural person, corporation, cooperative, partnership, trust or unincorporated organization, government or governmental body or agency, political subdivision or other legal entity as in the context may be appropriate.

"Principal Office of the Trustee" means the principal corporate trust office of the Trustee in Atlanta, Georgia.

"Project" means the (i) acquisition, construction, and equipping of public parks on certain real property in Old Town and (ii) construction of certain sidewalks, streetscapes, and parking in Old Town. The real and personal property comprising the Project are more particularly described on Exhibit "A" to the Agreement.

"Project Fund" means the Gainesville and Hall County Development Authority Revenue Bond Project Fund, Series 2020, created by Section 4.03.

"Reserved Rights" means the retained rights of the Issuer hereunder: (i) to give all approvals and consents permitted or required under the Agreement to be given by the Issuer; (ii) to execute supplements and amendments to the Agreement to the extent and in the manner permitted by this Indenture and by the Agreement; (iii) to receive all notices required to be given to the Issuer under the Agreement; (iv) to be indemnified by the City under Section 8.2 of the Agreement; and (v) to receive all amounts payable to the Issuer constituting fees, reimbursement of expenses and indemnification due to it under the Agreement.

"Revenues" means all revenues derived by the Trustee and the Issuer out of or in connection with the Project, including specifically, but without limitation, all payments to be received by the Trustee for the account of the Issuer pursuant to the Agreement.

"State" means the State of Georgia.

"Trust Estate" means the property described and conveyed to the Trustee pursuant to paragraphs I, II and III of the granting clause of this Indenture.

"Trustee" means the party so named and designated in the first paragraph of this Indenture and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor at the time serving as successor trustee hereunder.

"Undertaking" means the acquisition of the Project by the Issuer, and the payment of all costs of issuance of the Bonds.

Section 1.02. Certain Rules of Interpretation. The definitions set forth in Section 1.01 shall be equally applicable to both the singular and plural forms of the words and terms therein defined and shall cover all genders.

"Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Indenture and not solely to the particular Article, Section or subdivision hereof in which such word is used.

Reference herein to an Article number (e.g., Article IV) or a Section number (e.g., Section 7.02) shall be construed to be a reference to the designated Article number or Section number hereof unless the context or use clearly indicates another or different meaning or intent.

ARTICLE II
THE BONDS

Section 2.01. Authorized Amount of Bonds. No Bond may be issued under the provisions of this Indenture except in accordance with this Article II. The total principal amount of the Bonds that may be issued is hereby expressly limited to **[$5,400,000]**, subject to the provisions of Section 2.08.

Section 2.02. Issuance of the Series 2020 Bonds. The Series 2020 Bonds (i) shall be designated "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020," (ii) shall be dated as of their date of issuance, (iii) shall be in the form of fully registered bonds without coupons, (iv) shall bear interest (calculated on the basis of a 30-day month, 360-day year) from date until payment of the principal amount thereof at the annual rates set forth below, payable on April 1 and October 1 of each year commencing April 1, 2023, (v) shall be in the denomination of $5,000 each, or any integral multiple thereof, numbered consecutively from R-1 upward, (vi) shall be transferable to subsequent owners as hereinafter provided, and (vii) shall mature on October 1 in each of the years and in the maximum principal amounts set forth in the following table:

Year	Amount	Rate	Year	Amount	Rate
2023			2032		
2024			2033		
2025			2034		
2026			2035		
2027			2036		
2028			2037		
2029			2038		
2030			2039		
2031					

The principal amount of the Series 2020 Bonds shall be payable at maturity, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender thereof at the principal corporate trust office of Regions Bank, Atlanta, Georgia, Trustee, and payments of principal and interest on the Series 2020 Bonds shall be made by check or draft payable to the registered owners as shown on the bond registration book of the Issuer kept by the Trustee at the close of business on the fifteenth day of the calendar month immediately preceding the calendar month in which each payment date occurs. Such interest or principal and interest shall be mailed to the address shown on the bond registration book. At the option of the registered owner of any Series 2020 Bond, if such owner is the registered owner of not less than $500,000 in aggregate principal amount outstanding of Series 2020 Bonds, interest shall be paid by wire transfer in immediately available funds in accordance with wire transfer instructions filed with the Trustee at least 30 days prior to a payment date. Both the principal of and interest on the Series 2020 Bonds of this issue shall be payable in lawful money of the United States of America.

Notwithstanding the foregoing, as long as the Series 2020 Bonds are in book-entry form and registered in the name of a depository or its nominee, principal and interest shall be payable in accordance with Section 2.11 hereof.

Section 2.03. [Reserved].

Section 2.04. Execution; Limited Obligation. The Bonds shall be executed on behalf of Issuer by use of the manual signature of its Chairman or Vice Chairman and the official seal of Issuer shall be imprinted thereon and shall be attested with the manual signature of the Secretary of Issuer. If any officer of the Issuer whose signature shall appear on any Bond shall cease to be such officer before delivery of such Bond, such Bond nevertheless may be authenticated and delivered as though the person whose signature appears on such Bond had not ceased to be such officer of the Issuer. The Clerk of the Superior Court of Hall County shall manually execute the validation certificate on the Bonds and the official seal of said court shall be imprinted thereon.

The obligation of the Issuer to pay the Bonds and interest thereon shall not be a general obligation of the Issuer but shall be a limited obligation which shall be payable from, and wholly secured by, a pledge of the payments received from the City under the Agreement together with all other revenues and receipts of Issuer arising out of or in connection with the Project.

Section 2.05. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. Said certificate of authentication on any Bond shall be deemed to have been executed by the Trustee if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.06. Form of Series 2020 Bonds. The Series 2020 Bonds issued under this Indenture shall be substantially in the form hereinafter set forth with such variations, omissions and insertions as are permitted or required by this Indenture:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to issuer or its agent for registration of transfer, exchange, or payment and any certificate 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 in as much as the registered owner hereof, Cede & Co., has an interest herein.

NO. R-________ **UNITED STATES OF AMERICA** **$___________**

STATE OF GEORGIA

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY
REVENUE BONDS (CITY OF FLOWERY BRANCH OLD TOWN PROJECT),
SERIES 2020

BOND DATE	MATURITY DATE	INTEREST RATE	CUSIP
___________, 2020			

FOR VALUE RECEIVED, the Gainesville and Hall County Development (the "Issuer"), a public body corporate and politic of the State of Georgia, created under amendments to the Constitution of the State of Georgia (Ga. Laws 1964, page 866, et seq.; Ga. Laws 1986, page 4328, et seq.), duly ratified and proclaimed, and an act of the General Assembly of the State of Georgia (Ga. Laws 1964, page 2282, et seq.), as amended (collectively, the "Act"), hereby promises to pay to **CEDE & CO.**, or registered assigns, from the general assets of the Issuer and from the special fund hereinafter described, on the date specified above, upon presentation and surrender hereof at the principal corporate trust office of Regions Bank, Atlanta, Georgia, as Trustee (the "Trustee") under the hereinafter mentioned Trust Indenture, or if a successor trustee is hereafter appointed, then at the principal office of such successor, the principal sum of

___________________________________ DOLLARS ($______________)

in lawful money of the United States of America, and to pay in lawful money of the United States of America from the general assets of the Issuer and from said special fund, interest thereon from the date hereof, at the rate per annum specified above, payable October 1, 2020, and semiannually thereafter on April 1 and October 1 in each year (each an "Interest Payment Date"). Payments of interest on this Bond shall be made by check or draft payable to the registered owner as shown on the bond registration book of the Issuer kept by the Trustee at the close of business on the fifteenth (15th) day of the calendar month immediately preceding the calendar month in which each Interest Payment Date occurs, and such interest payments shall be mailed to the registered owner at the address shown on the bond registration book. At the option of the registered owner of any Series 2020 Bonds, if such owner is the registered owner of not less than $500,000 in aggregate principal amount outstanding of Series 2020 Bonds, interest shall be paid by wire transfer in immediately available funds in accordance with wire transfer instructions filed with the Trustee at least 30 days prior to an Interest Payment Date.

This Bond is one of a duly authorized series in the aggregate principal amount of **[$5,400,000]** (the "Series 2020 Bonds" or the "Bonds"), of like tenor except as to numbers, maturities, and interest rates, issued under and secured by a Trust Indenture, dated as of March 1, 2020, by and between the Issuer and the Trustee (the "Indenture"), and a resolution of the Issuer adopted on _______________, 2020, as supplemented by resolution adopted on _______________, 2020 (collectively, the "Bond Resolution"), for the purpose of (a) financing the (i) acquisition, construction, and equipping of public parks, certain real property in the City of Flowery Branch's historic downtown center ("Old Town") and (ii) the construction of certain sidewalks, streetscapes and parking in Old Town (collectively, the "Project") and (b) paying all costs of issuance of the Series 2020 Bonds.

The Issuer has designated the Series 2020 Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

No member or officer of the Issuer shall be subject to any personal liability by reason of the issuance of this Bond, all of such liability being expressly waived and released by every registered owner hereof by the acceptance hereof.

THIS BOND AND INTEREST HEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR A GENERAL OBLIGATION OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF INCLUDING HALL COUNTY, GEORGIA, THE CITY OF GAINESVILLE, GEORGIA, AND ANY POLITICAL SUBDIVISION OF THE STATE OF GEORGIA. THIS BOND IS PAYABLE SOLELY FROM THE PAYMENTS TO BE RECEIVED UNDER THE AGREEMENT (HEREINAFTER REFERRED TO) AND THE ISSUER IS OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON THIS BOND ONLY FROM THE GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY BOND FUND, SERIES 2020 (THE "BOND FUND"), CREATED IN THE INDENTURE. NOTWITHSTANDING THE FOREGOING, THE CITY'S OBLIGATION TO MAKE THE PAYMENTS REQUIRED UNDER THE AGREEMENT IS A GENERAL OBLIGATION OF THE CITY FOR WHICH IT SHALL

BE REQUIRED TO LEVY TAXES TO MAKE THE PAYMENTS AS SET FORTH IN THE AGREEMENT.

As security for the payment of the Bonds the Issuer has entered into an installment sale agreement with the City, dated as of March 1, 2020 (the "Agreement"), under which Agreement the City has obligated itself to make payments to the Issuer, which payments equal or exceed the debt service requirements on the Bonds and will be pledged to the payment of (and which will be sufficient to pay) the principal of, premium, if any, and the interest on, the Bonds as the same become due. The Agreement has been assigned by the Issuer to the Trustee as security for the payment of the Bonds under the terms of the Indenture.

The Indenture provides, among other things, for the payment into the Bond Fund out of funds received by the Trustee of the amounts required to pay the principal of, premium, if any, and the interest on the Bonds as the same become due. Reference to the Indenture is hereby made for a more detailed description of the aforesaid Bond Fund which is charged with and pledged to the payment of the Bonds, the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the terms and conditions under and upon the occurrence of which the Indenture and the Agreement may be modified, and the terms and conditions under and upon the occurrence of which the lien of the Indenture may be released as to this Bond prior to the maturity hereof, to all of the provisions of which the holder hereof, by the acceptance of this Bond, assents.

The Series 2020 Bonds having stated maturities on April 1 in the years 2031, 2032, 2033, and 2034 may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2030 and thereafter may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2030, from any moneys which may be made available for such purpose as provided in the Indenture. The Series 2020 Bonds having stated maturities on April 1, 2035 and thereafter may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2025 and thereafter may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2025, from any moneys which may be made available for such purpose as provided in the Indenture. Such redemption shall be made upon payment of a redemption price for each Series 2020 Bond to be redeemed equal to the principal amount of such Bond plus accrued interest to the date fixed for redemption.

In addition, the Series 2020 Bonds maturing on April 1, 20__, are subject to mandatory redemption prior to maturity in the following principal amounts and on the dates set forth below (the 20___ amount to be paid rather than redeemed):

April 1 of the Year	Principal Amount
20__	$ _______
20__	_______

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The Issuer shall redeem such an aggregate principal amount of the Series 2020 Bonds maturing on a mandatory redemption date at a redemption price equal to the principal amount thereof plus the interest due thereon on such mandatory redemption date.

If the Series 2020 Bonds are called in part, then any Series 2020 Bonds so called for redemption may be in any order of maturity, and if less than a full maturity, by lot in such manner as shall be deemed reasonable by the Bond Registrar. Notice designating the Series 2020 Bonds to be redeemed, as aforesaid, shall be mailed, postage prepaid, to all registered owners of Series 2020 Bonds to be redeemed in whole or in part at the addresses which appear upon the bond registration book not more than sixty (60) days and at least thirty (30) days prior to the redemption date.

This Bond is transferable only upon the bond registration book kept for that purpose at the principal corporate trust office of the Trustee by the registered owner hereof in person, or by his attorney, duly authorized in writing, upon the surrender and presentation to the Trustee of this Bond duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney, duly authorized in writing, and thereupon a new registered Bond, in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor. The Series 2020 Bonds are issuable in the form of fully registered bonds in the denomination of $5,000, or any integral multiple thereof, and are exchangeable at the principal corporate trust office of the Trustee in the same manner, subject to the conditions and upon payment of charges, if any, provided in the Indenture. Neither the Issuer nor the Bond Registrar shall be required to transfer or exchange any Series 2020 Bond called for redemption during the fifteen (15) days immediately preceding a redemption date, except in such manner as may be necessary to effect the partial redemption of any Series 2020 Bond. The Issuer and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for all purposes, and neither the Issuer nor the Trustee shall be bound by any notice or knowledge to the contrary.

The Issuer has established a book-entry system of registration for the Series 2020 Bonds, and, except as specifically provided otherwise in the Indenture, 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 2020 Bonds are in book-entry system of registration, the Indenture provides special provisions relating to the Series 2020 Bonds that override certain other provisions of the Indenture.

The registered owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute any action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all Series 2020 Bonds issued under the Indenture and then outstanding may become or be declared due and payable before the stated maturity thereof together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

This Bond is issued with the intent that the laws of the State of Georgia shall govern its construction.

To the extent permitted by the Indenture, modification or amendment of the Indenture may be made by resolution of the Issuer with the written consent of the Trustee, the City and the holders of two-thirds in principal amount of Bonds then outstanding and without necessity for notation hereon or reference thereto.

It is hereby recited and certified that all acts, conditions and things required by the Constitution and laws of the State of Georgia to happen, exist and be performed precedent to and in the issuance of this Bond, the execution of the Indenture, and the adoption of the aforesaid resolution by the Issuer have happened, do exist and have been performed as required.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until it shall have been authenticated by the execution by the Trustee by manual signature of the certificate hereon endorsed.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed under its corporate seal by the use of the manual signature of its Chairman and a physical imprint of its corporate seal to be imprinted hereon and attested by the use of the manual signature of its Secretary, all as of the ________ day of _______________, 2020.

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By:___________________________________
Chairman

Attest:________________________________
Secretary

(CORPORATE SEAL)

Date of Authentication: ____________, 20____

TRUSTEE'S AUTHENTICATION CERTIFICATE

The above Bond is one of the Series 2020 Bonds described in the within-mentioned Trust Indenture, and is hereby authenticated as of the date of its execution as stated in the Bond.

Regions Bank, as Trustee

By:________________________________
Authorized Signatory

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF HALL

The undersigned Clerk of the Superior Court of Hall County, State of Georgia, **DOES HEREBY CERTIFY** that this Bond was validated and confirmed by judgment of the Superior Court of Hall County, Georgia, entered in Civil Action File No. ________________, in said Court, on the ___ day of January, 2020, and that no intervention or objection was filed in the proceedings validating same and that no appeal from said judgment of validation has been taken.

WITNESS my signature and the seal of the Superior Court of Hall County, Georgia, this ______ day of _______________, 2020.

____
Clerk of the Superior Court of
Hall County, Georgia

(SEAL)

* * * * *

DTC FAST RIDER

Each such bond certificate shall remain in the Bond Registrar's custody subject to the provisions of the FAST Balance Certificate Agreement currently in effect between the Bond Registrar and DTC – FAST Agreement.

* * * * *

ASSIGNMENT

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

____
(NAME)

(Tax Identification or Social Security No. ______________________________) the within bond and all rights thereunder, hereby constituting and appointing ________________________ attorney to transfer this bond on the bond registration book kept for such purpose by the Trustee, with full power of substitution in the premises.

DATED:__________________________

____
Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

____
Signature Guaranteed

(End of Series 2020 Bond Form)

Section 2.07. [Reserved].

Section 2.08. Delivery of the Bonds. Upon the execution and delivery of this Indenture, Issuer shall execute the Bonds and deliver them to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to the purchaser or purchasers as shall be directed by the Issuer as hereinafter in this Section provided.

Prior to the delivery by Trustee of any of the Bonds there shall be filed with Trustee:

1. A certified copy of the resolutions adopted by Issuer authorizing the issuance of the Bonds and the execution, delivery and performance of this Indenture and the Agreement;

2. An original executed counterpart of this Indenture and the Agreement;

3. An original executed counterpart of the certification of the Issuer establishing its reasonable expectations to the effect that the Bonds will not be "arbitrage bonds" within the meaning of Section 148 of the Code;

4. A request and authorization to the Trustee on behalf of Issuer and signed by its Chairman or Vice Chairman to authenticate and deliver the Bonds to the initial purchaser or purchasers therein identified upon payment to the Trustee, but for the account of Issuer, of a sum specified in such request and authorization plus accrued interest on the Bonds to the date of such delivery. The proceeds from the sale of the Bonds shall be paid over to the Trustee and applied pursuant to Article IV hereof;

5. An approving legal opinion of Bond Counsel with respect to the Bonds;

6. An opinion of Counsel to the Issuer to the effect that the Bonds and this Indenture have been duly authorized, executed and delivered by the Issuer and constitute legal, valid, binding and enforceable obligations of the Issuer, and covering such additional matters as may be required by the Trustee; and

7. An opinion of Counsel to the City to the effect that the Agreement has been duly authorized, executed and delivered by the City and constitutes the legal, valid, binding and enforceable obligation of the City, and covering such additional matters as may be required by the Trustee.

Section 2.09. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee (upon the receipt of a written authorization from the Issuer) may authenticate and deliver a new Bond of like maturity 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 Issuer, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer and the Trustee evidence satisfactory to them of the ownership of such Bond and of such loss, theft or destruction, together with an indemnity satisfactory to them. If any such Bond shall have matured, or been called for redemption prior to maturity, instead of issuing a new Bond, the Issuer may pay the same. The Issuer and the Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.10. Registration of Bonds; Persons Treated as Owners. The Trustee shall keep the bond registration book for the transfer of the Bonds as provided in this Indenture, and the Trustee is hereby constituted and appointed the Bond Registrar of the Issuer. Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds in authorized denominations for a like aggregate principal amount. Any Bond, upon surrender thereof at the principal corporate trust office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or its attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of any denominations authorized by this Indenture in an aggregate principal amount equal to the principal amount of such Bond. In each case, the Trustee may require the payment by the registered owner of the Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. The Trustee shall not be required to exchange or register a transfer of any Bonds called for redemption during the 15-day period next preceding a redemption date, except, in the case of any Bond to be redeemed in part, the portion thereof not so to be redeemed. The Trustee and the Issuer may treat the person in whose name a Bond is registered as the absolute owner thereof for all purposes, and neither the Issuer nor the Trustee shall be bound by any notice or knowledge to the contrary, but such registration may be changed as herein above provided. All payments made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.11. Book-Entry Only System.

(a) The Issuer hereby provides that the Series 2020 Bonds shall initially be issued in book-entry form. Notwithstanding any inconsistent provision in this Indenture to the contrary, the provisions of this Section 2.11 shall govern at any time that the Series 2020 Bonds are issued in book-entry form.

(b) Series 2020 Bonds issued in book-entry form shall be issued in the form of one fully-registered immobilized bond for each maturity of Series 2020 Bonds outstanding which bonds, taken together, will represent the total aggregate principal amount of the Series 2020 Bonds, which Series 2020 Bonds (except as provided in paragraph (i) below) shall be registered in the name of Cede & Co., as nominee of DTC; provided, that if DTC shall request that the Series 2020 Bonds be registered in the name of a different nominee, the Trustee shall exchange all or any portion of the Series 2020 Bonds for an equal aggregate principal amount of Series 2020 Bonds registered in the name of such other nominee or nominees of DTC. No person other than DTC or its nominee shall be entitled to receive from the Issuer or the Trustee a Series 2020 Bond or any other evidence of ownership of the Series 2020 Bonds, or any right to receive any payment or notice in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Series 2020 Bonds on the Series 2020 Bond registration books to be maintained by the Trustee, in connection with discontinuing the book-entry system as provided in paragraph (i) below or otherwise.

(c) So long as the Series 2020 Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal, redemption price of or interest on such Series 2020 Bonds shall be made to DTC or its nominee in immediately available funds on the dates provided for such payments under this Indenture and at such times as provided in the Letter of Representations to be entered into among the Issuer, the Trustee and DTC or in a blanket letter of representation executed by the Issuer and delivered to DTC (the "Representation Letter"). Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the Issuer or the Trustee with respect to the principal, redemption price or of interest on the Series 2020 Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Series 2020 Bonds Outstanding of any maturity, the Trustee shall not require surrender by DTC or its nominee of the Series 2020 Bonds so redeemed, but DTC or its nominee may retain such Series 2020 Bonds and make an appropriate notation thereon as to the amount of such partial redemption; provided, that DTC shall deliver to the Trustee, upon request, a written confirmation of such partial prepayment and thereafter the records maintained by the Trustee shall be conclusive as to the amount of the Series 2020 Bonds of such maturity which have been redeemed.

(d) All transfers of beneficial ownership interests in such Series 2020 Bonds issued in book-entry form shall be effected by procedures by DTC with its participants for recording and transferring the ownership of beneficial interests in each such series of Series 2020 Bonds.

(e) The Issuer and the Trustee may treat DTC (or its nominee) as the sole and exclusive Owner of the Series 2020 Bonds registered in its name for the purposes of payment of the principal, redemption price of or interest on the Series 2020 Bonds, selecting the Series 2020 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Owners under this Indenture, registering the transfer of Series 2020 Bonds, obtaining any consent or other action to be taken by Owners and for all other purposes whatsoever; and the Issuer and the Trustee shall not be affected by any notice to the contrary. The Issuer and the Trustee shall not have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Series 2020 Bonds under or through DTC or any such participant, or any other person which is not shown on the Series 2020 Bond registration books as being an Owner, with respect to: (i) the Series 2020 Bonds, or (ii) the accuracy of any records maintained by DTC or any such participant; or (iii) the payment by DTC or any such participant of any amount in respect of the principal, redemption price of or interest on the Series 2020 Bonds; or (iv) any notice which is permitted or required to be given to Owners under this Indenture; or (v) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Series 2020 Bonds; or (vi) any consent given or other action taken by DTC as Owner.

(f) So long as the Series 2020 Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Owners under this Indenture shall be given to DTC as provided in the Representation Letter to be delivered to DTC, in form and content satisfactory to DTC, the Issuer and the Trustee.

(g) In connection with any notice or other communication to be provided to Owners pursuant to this Indenture by the Issuer or the Trustee with respect to any consent or other action to be taken by Owners, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the Issuer or the Trustee shall give DTC notice of any special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(h) The book-entry system for registration of the ownership of the Series 2020 Bonds in book-entry form may be discontinued at any time if: (i) after notice to the Issuer and the Trustee, DTC determines to resign as securities depository for the Series 2020 Bonds; or (ii) after notice to DTC and the Trustee, the Issuer determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the Issuer; or (iii) after notice to the Issuer and the Trustee, DTC determines that the current system of book-entry transfers through DTC does not permit DTC to act as a securities depository for the Series 2020 Bonds. In each of such events (unless, in the cases described in clause (i) or (iii) above, the Issuer appoints a successor securities depository), the Series 2020 Bonds shall be delivered in registered certificate form to such persons, and by series in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Issuer or the Trustee for the accuracy of such designation. Whenever DTC requests the Issuer and the Trustee to do so, the Issuer and the Trustee shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of bonds evidencing the Series 2020 Bonds.

(i) The Issuer hereafter may amend this Indenture or enter into one or more amendments or supplements hereto without notice to or consent of the Owners of any of the Series 2020 Bonds in order (i) to offer to the beneficial owners of the Series 2020 Bonds the option of receiving any Series 2020 Bonds in certificated form or (ii) to require the execution and delivery of certificated Series 2020 Bonds representing a portion or all of the Series 2020 Bonds, (A) if DTC shall cease to serve as depository and no successor depository can be found to serve upon terms satisfactory to the Issuer, or (B) if the Issuer determines that it would be in their best interest or in the best interests of the beneficial owners of the Series 2020 Bonds that they obtain certificated Series 2020 Bonds; provided, that any such amendment or supplement is in form reasonably satisfactory to the Trustee.

ARTICLE III
REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01. Redemption Dates and Prices.

The Series 2020 Bonds having stated maturities on April 1 in the years 2031, 2032, 2033, and 2034 may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2030 and thereafter may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2030, from any moneys which may be made available for such purpose as provided in the Indenture. The Series 2020 Bonds having stated maturities on April 1, 2035 and thereafter may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2025 and thereafter may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2025, from any moneys which may be made available for such purpose as provided in the Indenture. Such redemption shall be made upon payment of a redemption price for each Series 2020 Bond to be redeemed equal to the principal amount of such Bond plus accrued interest to the date fixed for redemption.

Section 3.02. Mandatory Redemption.

The Series 2020 Bonds maturing on April 1, 20__, are subject to mandatory redemption prior to maturity in the following principal amounts and on the dates set forth below (the 20__ amount to be paid rather than redeemed):

April 1 of the Year	Principal Amount
20__	$ _______
20__	_______

At the Issuer's option, to be exercised on or before the forty-fifth (45th) day next preceding any mandatory redemption date, the Issuer may (a) deliver to the Bond Registrar for cancellation bonds maturing on any mandatory redemption date, in any aggregate principal amount desired, or (b) receive a credit in respect of the Issuer's mandatory redemption obligation pursuant to this Section 3.02 for the Series 2020 Bonds maturing on any mandatory redemption date which prior to said date have been redeemed (otherwise than through the operation of mandatory redemption) and cancelled by the Bond Registrar and not theretofore applied as a credit against any mandatory redemption obligation for such maturity. Each Series 2020 Bond so delivered or previously redeemed shall be credited by the Bond Registrar at 100% of the principal amount thereof on the mandatory redemption obligation of the Issuer pursuant to this Section 3.02 and any excess shall be credited on future mandatory redemption obligations in chronological order and the principal amount of such Series 2020 Bonds maturing on any mandatory redemption date, to be redeemed by operation of mandatory redemption shall be accordingly reduced.

The Issuer shall, before the forty-fifth (45th) day next preceding each mandatory redemption date, furnish the Trustee with its certificate indicating whether or not and to what extent the provisions of (a) and/or (b) of the preceding paragraph are to be availed of with respect to such mandatory redemption payment and confirm that moneys equal to the balance of such mandatory redemption payment will be paid at least one (1) business day prior to the next succeeding mandatory redemption payment date. Failure of the Issuer to furnish any such certificate shall be deemed to constitute a conclusive determination by the Issuer that the provisions of neither (a) nor (b) of the preceding paragraph are to be availed of in any way with respect to such mandatory redemption payment and the Issuer's confirmation that moneys equal to the entire amount of such mandatory redemption payment will be paid at least one (1) business day prior to the next succeeding mandatory redemption payment date. In the event the then current mandatory redemption obligation shall be entirely satisfied in accordance with the provisions of (a) and/or (b) of the preceding paragraph, on behalf of the Issuer, the Bond Registrar shall not be required to give notice as provided in Section 3.05 of this Article.

The Issuer shall redeem, in the manner provided in Section 3.03 of this Article, such an aggregate principal amount of the Series 2020 Bonds maturing on any mandatory redemption date at a redemption price equal to the principal amount thereof plus the interest due thereon on the mandatory redemption date as will exhaust as nearly as practicable such cash mandatory redemption payment.

Section 3.03. Partial Redemption of Bonds. If the Bonds of this issue are called for redemption in part pursuant to Section 3.01 of this Article III, then any Bonds or principal installments of Bonds so called for redemption may be called in any order of maturity elected by the Issuer as directed by the City, and if less than a full maturity, by lot in such manner as shall be deemed reasonable by the Bond Registrar. If less than all of the Bonds of a single maturity are to be redeemed, any Bond of such maturity outstanding in a denomination greater than $5,000 may be called for partial redemption in the principal amount of $5,000 or any multiple thereof and for the purpose of designating the Bonds to be redeemed or the principal amount of any Bond to be partially redeemed, the Bond Registrar shall treat the entire principal amount of the Bonds of such maturity then outstanding as if same were separate Bonds of $5,000 each and shall assign separate numbers to each for the purpose of determining by lot the Bonds or the principal amount of any Bond in denominations greater than $5,000 to be redeemed. With respect to any Bond called for partial redemption, the registered owner thereof shall surrender such Bond to the Bond Registrar in exchange for one or more Bonds in any authorized denomination in the aggregate principal amount equal to the unredeemed principal amount of such Bond so surrendered.

Section 3.04. Certificate of Bond Registrar. The Bond Registrar shall furnish the Issuer on or before the forty-fifth (45th) day next preceding each redemption date with its certificate setting forth the Bonds that have been selected for redemption either in whole or in part on such date.

Section 3.05. Notice of Redemption. Not more than sixty (60) days and at least thirty (30) days before any date upon which any redemption is to be made a notice of intention so to redeem signed by the Trustee at the direction of the Issuer designating the redemption date and the Bonds to be redeemed (in whole or in part) shall be mailed, postage prepaid, to all registered owners of Bonds to be redeemed (in whole or in part) at the addresses which appear upon the Bond registration book. The Issuer shall give such direction to the Trustee in writing at least ten (10) days prior to the date of intended distribution of the redemption notice.

Section 3.06. Effect of Redemption Call. Notice having been given in the manner and under the conditions hereinabove provided, the Bonds of this issue so designated for redemption or the portion of the Bonds so designated for partial redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price hereinabove specified, and from and after the date of redemption, unless default shall be made in the payment of Bonds so designated for redemption or the portion of the Bonds so designated for partial redemption, interest on the principal amount of said Bonds so designated for redemption shall cease to accrue.

At least one (1) business day prior to the redemption date, sufficient moneys shall be deposited in the Bond Fund to pay the principal amount of the Bonds called for redemption and accrued interest thereon to the redemption date.

Section 3.07. Cancellation. All Bonds paid or purchased, either at or before maturity, shall immediately be cancelled and destroyed by the Trustee and shall not be reissued and a certificate evidencing such cancellation and destruction shall be furnished to the Issuer and the City.

Section 3.08. Refunding. In the event the Issuer shall determine that it is desirable to refund any Bonds and shall deposit irrevocably in trust sums which when invested in Government Obligations will be sufficient: (a) to pay the principal of and the interest on the Bonds as the same mature until the final maturity thereof; (b) to pay the principal of all Bonds at maturity; and (c) to pay all paying agents' fees due in connection with the payment of any such principal and interest, such Bonds shall thereafter have no right or lien under this Indenture other than the right to receive payment from said special fund and the privilege of registration and transfer of Bonds and the same shall not be considered to be outstanding hereunder for any purpose.

In addition, the defeasance of any Bonds shall require the delivery of the following items to the Trustee:

(a) An opinion of nationally recognized bond counsel to the effect (i) that the defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest on the Bonds or refunded bonds and (ii) that the Bonds are no longer "Outstanding" under this Indenture;

(b) A refunding trust or escrow agreement (the "Escrow Agreement") and an opinion of independent counsel regarding the validity and enforceability of the Escrow Agreement; and

(c) The Escrow Agreement shall provide that:

(i) Any substitution of securities shall require verification by an independent certified public accountant.

(ii) The Issuer will not exercise any optional redemption of Bonds secured by the Escrow Agreement or any other redemption other than mandatory redemptions unless (i) the right to make any such redemption has been expressly reserved in the Escrow Agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition of any such redemption there shall be provided to the Issuer a verification of an independent certified public accountant as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following such redemption.

ARTICLE IV
CUSTODY AND APPLICATION OF PROCEEDS OF BONDS

Section 4.01. Disposition of Accrued Interest. Upon the issuance and delivery of the Bonds there shall be paid into the Bond Fund hereinafter created all accrued interest, if any, derived from the sale of the Bonds.

Section 4.02. Application of Proceeds of Bonds. The proceeds to be derived from the sale of the Series 2020 Bonds, net of underwriter's discount, shall be deposited into the Project Fund created under Section 4.03 below.

Section 4.03. Project Fund. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "Gainesville and Hall County Development Authority Revenue Bond Project Fund, Series 2020" (the "Project Fund").

The Trustee is hereby further authorized and directed to issue its checks or other appropriate orders for transfer of funds for each disbursement required by the provisions of Section 4.05 and the Trustee shall be relieved of all liabilities with respect to making disbursements in accordance with said Section 4.05.

The Trustee shall maintain adequate records pertaining to the Project Fund and all disbursements therefrom and shall file an accounting thereof with the Issuer and with the City.

Section 4.04. [Reserved].

Section 4.05. Disbursements from the Project Fund. The Trustee shall, from time to time, pay out or permit the withdrawal of funds in the Project Fund as set forth in Section 4.03 hereof and as to Costs of Issuance to or upon the order of the City for the payment or reimbursement of the Costs of Issuance upon receipt by the Trustee of a requisition drawn on the Project Fund signed by the Authorized City Representative, accompanied by a certificate by the persons signing such requisition certifying:

(a) that an obligation in the stated amount has been properly incurred, that the same constitutes one of the Costs of Issuance and that the same has not been paid, specifying the purpose and circumstances of such obligation in reasonable detail and to whom such obligation is owed, accompanied by the bill or statement of account for such obligation or duplicates thereof; and

(b) that no default exists with respect to the Bonds or under this Indenture.

Section 4.06. Project Fund Audit. Upon request of the Issuer or the City, the Trustee shall cause an audit to be made (at the cost of the City) by an independent certified public accountant (or firm thereof) selected by the Issuer and the City covering all receipts and moneys then on deposit and the security held to the credit of the Project Fund, and the details of all disbursements made under Section 4.03 hereof and all disbursements made for the payment of any part of the Costs of Issuance, and copies of the audits so made shall be furnished to the Issuer, the City and upon request, to the designated representative of the original purchaser of the Bonds.

Section 4.07. [Reserved].

Section 4.08. Transfer of Project Fund Moneys. After payment of the Cost of Issuance and not later than thirty-six (36) months after the date of issuance of the Bonds, any funds remaining in the Project Fund shall be transferred to the general account in the Bond Fund. The Trustee shall apply any such moneys as directed by the City, and the City covenants and agrees that it will not direct the Trustee to make any use of such moneys which would result in the loss of the exemption from federal income taxation of the interest on the Bonds.

Section 4.09. Investment of Project Fund Moneys. Moneys in the Project Fund not required to pay current obligations and obligations anticipated by the Issuer and the City to be incurred and become due within thirty (30) days shall be invested and reinvested by the Trustee as directed by the City in Permitted Investments maturing not later than twelve (12) months from date of purchase. All increments from such investments and reinvestments shall be added to the Project Fund as provided in Section 6.01. The Trustee shall not be responsible for investing the Project Fund in the absence of instructions and shall not be responsible for any losses resulting from investment of the Project Fund.

Section 4.10. Agreement with respect to Exemption of Interest from Federal Income Taxation. The Trustee shall act in accordance with the provisions of this Indenture and pursuant to directions received from the City. The Issuer shall cause the City to covenant and agree that it will not direct the Trustee to take any action which would result in the loss of the exemption from Federal income taxation of the interest on the Bonds.

ARTICLE V
REVENUES AND FUNDS

Section 5.01. Source of Payment of Bonds. The Bonds herein authorized and all payments by Issuer hereunder are not general obligations of Issuer but are limited obligations payable solely from the payments received from the City under Section 5.2(a) of the Agreement.

The payments provided in Section 5.2(a) of the Agreement are to be remitted directly to the Trustee for the benefit of the Bondholders and from said payments the Trustee shall make timely payments into the Bond Fund in amounts sufficient to ensure the prompt payment of the principal of, premium, if any, and interest on the Bonds, all as provided in Section 5.03.

Section 5.02. Creation of Bond Fund. There is hereby created by Issuer and ordered established with the Trustee a trust fund to be designated "Gainesville and Hall County Development Authority Bond Fund, Series 2020," which shall be used to pay the principal of and interest on the Bonds. There shall be established as trust accounts within the Bond Fund a general account and a special account. Any reference in this Indenture to "Bond Fund" without further qualification or explanation shall constitute a reference to said general account.

Section 5.03. Application of Payments under Agreement and Payments into Bond Fund. There shall be deposited into the Bond Fund all accrued interest received, if any, at the time of the issuance, sale and delivery of the Bonds. In addition, there shall be paid into the Bond Fund, as and when received,

(a) any amount remaining in the Project Fund to the extent provided in Section 4.08 hereof;

(b) all payments specified in Section 5.2(a) of the Agreement,

(c) all moneys required to be so deposited pursuant to Section 3.06 hereof, and

(d) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement or this Indenture which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund.

The Issuer agrees that so long as any of the Bonds are outstanding it will pay, or cause to be paid, into the Bond Fund from the sources of payment described in Section 5.01 sufficient moneys to promptly pay the principal of and the interest on the Bonds as the same become due and payable.

Payments made by the City pursuant to Section 5.2(b) of the Agreement to cover fees and expenses of the Paying Agent and the Trustee shall be retained by the Trustee and used for the intended purposes.

Section 5.04. Use of Moneys in Bond Fund.

(a) Except as provided in Section 5.10, moneys in the Bond Fund shall be used solely for the payment of the principal of and interest on the Bonds. No part of the payments under the Agreement required to be paid into the Bond Fund shall be used optionally to redeem, prior to maturity, a portion of the Bonds; provided, that whenever the moneys held in the Bond Fund from any source whatsoever are sufficient to redeem all of the Bonds (including any redemption premium) and to pay interest accrued thereon prior to such redemption, the Issuer agrees to take and cause to be taken the necessary steps to redeem all of the Bonds on the next succeeding redemption date for which the required redemption notice can be given; and, provided further, that any moneys in the Bond Fund other than payments received by the Trustee under the Agreement may be used optionally to redeem the Bonds so long as the City is not in default with respect to any payments under the Agreement.

(b) At the maturity date or redemption date prior to maturity of each Bond and at the due date of each installment of interest on each Bond the Trustee shall transfer from the general account in the Bond Fund to the special account in the Bond Fund sufficient moneys to pay any principal, premium and/or interest then due and payable with respect to each such Bond. Moneys so transferred into said special account shall not thereafter be invested in any manner but shall be held by the Trustee without liability on the part of the Trustee or the Issuer for interest thereon until actually paid out for the purposes intended.

The Issuer hereby authorizes and directs the Trustee to withdraw, from time to time, sufficient moneys from the special account in the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable.

Section 5.05. Custody of the Bond Fund. The Bond Fund shall be held by the Trustee as a trust fund for the benefit of the Bondholders. The general account and the special account established in the Bond Fund shall also constitute trust accounts.

Section 5.06. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or at the redemption date, provided moneys sufficient to pay such Bond shall have been made available to the Trustee and are held in the special account in the Bond Fund for the benefit of the holder thereof, all liability of the Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, subject to Section 5.10 (b) hereof, in said special account, without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to moneys held in said special account for any claim of whatever nature on his part under this Indenture or on or with respect to such Bond.

Section 5.07. Trustee's, Bond Registrar's and Paying Agent's Fees, Charges and Expenses. The City, pursuant to Section 5.2(b) of the Agreement, has agreed to pay the Bond Registrar's, Paying Agent's and Trustee's fees and expenses. The Issuer agrees that it will cause the City to pay, promptly upon receipt of a statement therefor, the annual fee of the Trustee for its Ordinary Services rendered and its Ordinary Expenses incurred in connection with services rendered as Trustee, the reasonable fees and charges of the Trustee for acting as paying agent and/or Bond Registrar, the reasonable fees of the Trustee's Counsel, and the reasonable fees and charges of the Trustee for Extraordinary services rendered by it and Extraordinary Expenses incurred by it in connection with services rendered as Trustee.

Section 5.08. Moneys to be Held in Trust. All moneys paid over to the Trustee for the account of any fund under any provision of this Indenture shall be held in trust by the Trustee and, shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the trust created hereby and any lien, pledge or assignment granted with respect to the Trust Estate. The Trustee hereby covenants that all moneys held in any fund under this Indenture and any collateral securing such funds are a part of the Trust Estate, and that the rights and interests of the Owners in and to such moneys and collateral are and shall be superior to the claims of the creditors and depositors of the Trustee and of any other financial institution in which such moneys are deposited or which has provided or pledged such collateral.

Section 5.09. Insurance. The Issuer covenants that it will carry or will cause the City to carry adequate casualty and public liability insurance against accidents and casualties that may be suffered by visitors, workers or employees in, upon or about the Project and against claims for damages to person or property by virtue of the acquisition, construction and installation of the Project for which the City or the Issuer might in any event be liable. All of such insurance policies shall be with responsible insurance companies.

Section 5.10. Repayment to the Issuer from the Bond Fund.

(a) Any moneys remaining in the general account in the Bond Fund, after payment in full of all Bonds (taking into consideration that sufficient moneys or obligations such as are described in Section 7.02 have been transferred to and/or deposited in the special account in the Bond Fund to pay all principal of and interest then due and payable with respect to each Bond not yet presented for payment and to pay all principal and interest relating to each Bond which is not yet due and payable but with respect to which the lien of this Indenture has been defeased upon compliance with Article VII hereof), the fees, charges and expenses of the Trustee, the paying agent(s) and the Bond Registrar which have accrued and which will accrue and all other items required to be paid hereunder (other than items payable from the special account in the Bond Fund), shall be paid to the Issuer or the City, as agreed by the Issuer and the City. If no agreement is reached within ten (10) days of notice from the Trustee that it is prepared to distribute such funds, such moneys shall be paid to the Issuer.

(b) Any moneys held by the Trustee in the special account in the Bond Fund shall be retained by the Trustee for the payment or redemption of Bonds not yet presented for payment. If, through lapse of time or otherwise, the holders of certain Bonds shall no longer be entitled to enforce payment of such obligations, then it shall be the duty of the Trustee forthwith to return to the Issuer or the City, as agreed by the Issuer and the City, all moneys held by the Trustee in said special account for the purpose of paying or redeeming such Bonds. If no agreement is reached within ten (10) days of notice from the Trustee that it is prepared to distribute such funds, such moneys shall be paid to the Issuer.

ARTICLE VI
INVESTMENT OF MONEYS

Section 6.01. Project Fund Investments. Moneys held in the Project Fund or in any other trust fund or account held by the Trustee hereunder (except the Bond Fund or any account in the Bond Fund) shall be invested and reinvested by the Trustee in Permitted Investments as directed by the City pursuant to Section 4.09. Such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Project Fund or other pertinent trust fund and the interest accruing thereon and any profit resulting therefrom shall be credited to the Project Fund or other pertinent trust fund and any loss resulting therefrom shall be charged to the Project Fund or other pertinent trust fund. The Trustee is directed to sell and convert to cash a sufficient amount of such investments whenever the cash balance in the Project Fund or other pertinent trust fund is insufficient to pay a requisition when presented or to otherwise make a timely disbursement required to be made therefrom.

Section 6.02. Bond Fund Investments. Moneys held in the Bond Fund (other than moneys held in the special account in the Bond Fund) shall be invested and reinvested by the Trustee in Permitted Investments maturing not later than twelve (12) months from date of purchase as directed by the City. Such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the general account in the Bond Fund and the interest accruing thereon and any profit realized therefrom shall be credited to the general account in the Bond Fund and any loss resulting therefrom shall be charged to the general account in the Bond Fund. The Trustee is directed to sell and convert to cash a sufficient amount of such investments in the general account in the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of (whether at the maturity date or the redemption date prior to maturity) and interest on the Bonds when due. Any interest or gain received from such investments shall be credited to and held in the Bond Fund and any loss from such investments shall be charged against the Bond Fund and paid by the City. The Trustee shall not be responsible for investing the Bond Fund in the absence of instructions and shall not be responsible for any losses resulting from the investment of the Bond Fund.

Section 6.03. Special Arbitrage Covenants of the Issuer. Issuer covenants and certifies to and for the benefit of the purchasers and holders of the Series 2020 Bonds that no use will be made of the proceeds from the issue and sale of the Series 2020 Bonds, nor will use be made of moneys in the Bond Fund, or any other fund, which will cause the Series 2020 Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code, and any regulations promulgated thereunder. Pursuant to such covenant, Issuer obligates itself to comply throughout the term of the issue of the Series 2020 Bonds with the requirements of Section 148 of the Code, and any regulations promulgated thereunder.

ARTICLE VII
DISCHARGE OF LIEN

Section 7.01. Discharge of Lien. If Issuer shall pay or cause to be paid, or there shall be otherwise paid or provisions for payment made, to or for the holders and owners of the Bonds, the principal of, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein and herein, and if Issuer shall not then be in default in any of the other covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, and shall pay or cause to be paid to the Trustee and any paying agents all sums of money due or to become due according to the provisions hereof, then these presents and the Trust Estate shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and release, assign and deliver unto Issuer such instruments in writing as shall be required to cancel and discharge this Indenture, and reconvey to the Issuer, the Trust Estate, and assign and deliver to the Issuer so much of the Trust Estate as may be in its possession or subject to its control.

Section 7.02. Provision for Payment of Bonds. Bonds shall be deemed to have been paid within the meaning of Section 7.01 hereof (a) if the Trustee shall hold in the special account in the Bond Fund sufficient moneys, or (b) if the Trustee shall hold in the special account in the Bond Fund Government Obligations of such maturities and interest payment dates and bearing such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), be sufficient together with any moneys referred to in subsection (a) above, for the payment at their respective maturities or redemption dates prior to maturity of the principal thereof, and the interest to accrue thereon to such maturity or redemption dates, as the case may be; provided, that if any Bonds referred to in this Section are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or arrangements satisfactory to the Trustee shall have been duly made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee. As regards the Bonds, in order to determine whether sufficient U. S. Government Obligations have been deposited with the Trustee for purposes of this Section 7.02, the Issuer shall cause to be delivered to the Trustee a verification report of an independent certified public accountant.

Limitations elsewhere specified in this Indenture regarding the investment of moneys held by the Trustee in the special account in the Bond Fund shall not be construed to prevent the depositing and holding in said special account of the obligations described in the preceding paragraph for the purpose of defeasing the lien of this Indenture as to Bonds which have not yet become due and payable.

Section 7.03. Discharge of the Indenture. Notwithstanding the fact that the lien of this Indenture upon the Trust Estate may have been discharged and cancelled in accordance with Section 7.01 hereof, this Indenture and the rights granted and duties imposed hereby, to the extent not inconsistent with the fact that the lien upon the Trust Estate may have been discharged and cancelled, shall nevertheless continue and subsist until the principal of, premium, if any, and the interest on all of the Bonds shall have been paid in full or the Trustee shall have returned to the Issuer pursuant to this Indenture all funds theretofore held by the Trustee for payment of any Bonds not theretofore presented for payment.

ARTICLE VIII
GENERAL COVENANTS OF THE ISSUER

Section 8.01. Payment of Principal and Interest. Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on the Bonds at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof from the payments received from the City under Section 5.2 of the Agreement, which payments and the Revenues are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified.

THE BONDS AND THE PREMIUM, IF ANY, AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR GENERAL OBLIGATION OF THE STATE OF GEORGIA, HALL COUNTY, THE CITY OF GAINESVILLE, OR ANY POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, NOR A PLEDGE OF THE FAITH

AND CREDIT OF THE STATE OF GEORGIA, OR ANY POLITICAL SUBDIVISION THEREOF, AND SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE SAID STATE, COUNTY, CITY OR OTHER POLITICAL SUBDIVISION TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON THE BONDS. THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON THE BONDS ARE PAYABLE SOLELY FROM THE BOND FUND AND SPECIFICALLY FROM THE SPECIAL ACCOUNT ESTABLISHED THEREIN PURSUANT TO SECTION 5.02 HEREOF. NOTWITHSTANDING THE FOREGOING, THE CITY'S OBLIGATION TO MAKE THE PAYMENTS REQUIRED UNDER THE AGREEMENT IS A GENERAL OBLIGATION OF THE CITY FOR WHICH IT SHALL BE REQUIRED TO LEVY TAXES TO MAKE THE PAYMENTS AS SET FORTH IN THE AGREEMENT.

Section 8.02. Performance of Covenants; Issuer. Issuer covenants that it will faithfully perform at all times any and all covenants, agreements, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond, and in all of its proceedings pertaining thereto. Issuer covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds and to execute, deliver and perform this Indenture, to pledge the payments received from the City under Section 5.2 of the Agreement in the manner and to the extent therein set forth, that all action on its part for the issuance of the Bonds and the execution, delivery and performance of this Indenture has been duly and effectively taken; and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of Issuer according to the terms thereof and hereof.

Section 8.03. Instruments of Further Assurance. Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the payments and revenues pledged hereby to the payment of the principal of and interest on the Bonds.

Section 8.04. Priority of Pledge. The pledge herein made of the payments received from the City under Section 5.2 of the Agreement is a first and prior pledge thereof and shall not be impaired directly or indirectly by the Issuer or the Trustee and neither such payments and Revenues nor the Issuer's interest in the Agreement shall otherwise be pledged and no persons shall have any rights with respect thereto except as provided herein and in the Agreement.

Section 8.05. List of Bondholders. The Trustee will keep on file at its principal office a list of names and addresses of the registered holders of all Bonds as from time to time registered on the registration books maintained by the Trustee as Bond Registrar, together with the principal amount and numbers of such Bonds owned by each such owner. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the City or by Bondholders (or a designated representative thereof) of twenty per centum (20%) or more in principal amount of the Bonds, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 8.06. Rights under Agreement. The Agreement sets forth the respective obligations of the Issuer and the City relating to the Project. Reference is hereby made to the Agreement for a detailed statement of the obligations of the City thereunder, and the Issuer agrees that the Trustee in its own name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the City under and pursuant to the Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 8.07. Non-Arbitrage Covenants. The Issuer covenants that it will comply with all of the requirements of Code Section 148(f) and in particular covenants that it will cause to be paid to the United States any arbitrage rebate amounts required to be paid by the Issuer pursuant to Code Section 148(f) at the times and in the amounts as required by Code Section 148(f) and the regulations thereunder. The Issuer agrees to comply with the covenants of the Issuer contained in the Non-Arbitrage Certificate of the Issuer delivered by the Issuer upon issuance of the Series 2020 Bonds. The Issuer further covenants that it will comply throughout the term of the Series 2020 Bonds with the requirements of said Section 148 and any such applicable regulations to the end of preventing the Series 2020 Bonds from becoming "arbitrage bonds." Nothing contained in this Section shall be construed to impose contractual obligations on the Issuer which are more onerous or burdensome than the requirements (as they shall exist from time to time) of said Section 148 and any such applicable regulations which must be observed in order to prevent the Series 2020 Bonds from becoming "arbitrage" bonds.

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

Section 9.01. Events of Default and Actions Thereon. If one or more of the following events, herein called "events of default," shall happen, that is to say, in case:

(a) default shall be made in the payment of the principal of any Bond when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(b) default shall be made in the payment of any installment of interest on any Bond when the same shall become due and payable; or

(c) default shall be made in the performance of any obligation in respect to the Bond Fund and such default shall continue for thirty (30) days thereafter; or

(d) by a court of competent jurisdiction, an order or decree shall be made which will prevent or have the effect of preventing the Issuer from performing any of the covenants of this Indenture, or any voluntary action shall be taken by the Issuer or voluntary or involuntary action shall be taken by the City, which will prevent or have the effect of preventing the Issuer from performing such covenants; or

(e) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds, in this Indenture or in the Agreement on the part of the Issuer 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 Issuer by the Trustee (which shall give such notice at the written request of the holders of not less than a majority in principal amount of the Bonds then outstanding and affected by such default); or

(f) the occurrence of an "event of default" under the Agreement as provided in Section 9.1 thereof;

then in each and every such case the Trustee may, and upon the written request of the holders of a majority in outstanding principal amount of the Bonds then outstanding hereunder shall, upon receiving indemnity or security satisfactory to it, proceed to protect and enforce its rights and the rights of the holders of the Bonds by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or of any covenant or agreement contained in the Agreement or in aid or execution of any power herein granted or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by Counsel, shall deem most effective to protect and enforce the rights aforesaid.

Any receiver, assignee, or trustee in bankruptcy or reorganization is hereby authorized by each of the Bondholders to make payments to the Trustee and in the event that the Trustee shall consent to the making of payments directly to the Bondholders, to pay to the Trustee such amount as shall be sufficient to cover reasonable compensation to the Trustee, its agents, attorneys, and counsel and all other expenses and liabilities incurred and all advances made by the Trustee except as a result of its gross negligence or bad faith.

The Trustee shall immediately after the occurrence of a default specified in this Section 9.01(a) or (b), and immediately after receipt of written notice from the Issuer or the holders of a majority in aggregate principal amount of all Bonds then Outstanding of any other default, mail by first class mail, postage prepaid, to the registered holders of the Bonds notice of all events of default known to the Trustee unless such defaults shall have been cured before the giving of such notice; provided that except in the case of default in the payment of principal of (or premium, if any) or interest on any of the Bonds, the Trustee shall be protected in withholding such notice from the holders of the Bonds if and so long as the board of directors, the executive committee or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the best interests of the holders of the Bonds.

Section 9.02. Waiver of Default and Discontinuance of Proceedings by Trustee. The Trustee may in its discretion waive any event of default hereunder and rescind its consequences, and shall waive any event of default hereunder and its consequences, upon the written request of the owners of a majority in aggregate principal amount of all Bonds then Outstanding; provided, however that there shall not be waived any event of default resulting from failure to pay principal of or interest on the Bonds (a "Payment Default") unless prior to such waiver or rescission, all arrears of principal, premium, if any, and interest, with interest on such overdue amounts (to the extent permitted by law) at the rate borne by the Bonds, and all expenses of the Trustee in connection with such event of default, shall have paid or provided for. In the case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken. All waivers hereunder shall be in writing.

Section 9.03. Right of Bondholders to Direct Proceedings. The holders of a majority in principal amount of the Bonds then outstanding hereunder shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder in respect of the Bonds; provided that such direction shall not be otherwise than in accordance with law and the Trustee shall be indemnified to its satisfaction against the cost, expenses and liabilities to be incurred thereon or thereby.

Section 9.04. Restraint on Bondholders' Right of Action. No holder of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or for any other remedy hereunder or on said Bonds unless such holder previously shall have given to the Trustee written notice of an event of default as hereinabove provided, nor unless also the holder or holders of a majority in principal amount of the Bonds then outstanding shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its name, nor unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of the outstanding Bonds.

Nothing in this Article IX shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce the payment of the principal of and interest on its Bond out of the pledged Revenues or special funds provided for such payment, or the obligation of the Issuer to pay the same out of said pledged Revenues or special funds at the time and place in the Bonds expressed.

Section 9.05. Possession of Bonds By Trustee Not Required. All rights of action under this Indenture, or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds, or the production thereof on the trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the holders of the Bonds affected by such suit or proceeding, subject to the provisions of this Indenture.

Section 9.06. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or to 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 9.07. No Delay Shall Constitute a Waiver. No delay or omission of the Trustee or of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article to the Trustee and the Bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient.

Section 9.08. Application of Moneys. If at any time the moneys in the Bond Fund shall not be sufficient to pay the principal of or the interest on the Bonds as the same become due and payable, such moneys, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies in this Article provided for or otherwise, shall be applied as follows and in the following order:

(a) Expenses of Trustee - to the payment of the Ordinary Services, Ordinary Expenses, Extraordinary Services and Extraordinary Expenses of the Trustee (including without limitation collection fees, attorneys' fees and expenses and court costs);

(b) Principal or Redemption Price, and Interest - to the payment of the interest and principal or redemption price then due on the Bonds, as follows:

(i) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all interest then due, in the order of the due dates of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they became due, and, if the amounts available shall not be sufficient to pay the Bonds in full on any particular date, together with such interest, then to the payment first of such interest ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount due on such date, to the persons entitled thereto without any discrimination or privilege;

(ii) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the person entitled thereto without any discrimination or preference.

If the principal installments of all Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article IX then, subject to the provisions of Section 9.08(b)(ii) hereof, in the event that the principal of the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 9.08(b)(i) hereof.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for such application in the future. The deposit of such moneys with the paying agents, or otherwise setting aside such moneys in trust for the proper purpose shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the Issuer, to any Bondholder or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and of the endorsement to be entered on each Bond on which payment shall be made, and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement, or some other procedure deemed satisfactory to the Trustee.

ARTICLE X
TRUSTEE

Section 10.01. Acceptance of the Trusts. The Trustee accepts the trusts established by this Indenture, and agrees to perform said duties hereunder, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an event of default and after curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and shall not be answerable for other than its gross negligence or willful misconduct in the performance of such express duties. In case an event of default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as an ordinary prudent trustee would exercise or use.

(b) The Trustee may exercise any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be answerable for the conduct of the same appointed by it with due care, and shall be entitled to advice of Counsel concerning its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with its duties hereunder, and all such costs shall be considered Extraordinary Expenses of the Trustee. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for Issuer or the City) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds (except with respect to the authentication certificate of the Trustee endorsed on the Bonds), or for insuring the Trust Estate or collecting any insurance moneys, or for the validity of the execution by Issuer of this Indenture, or of any supplements thereto for instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value of or title in and to the Trust Estate or any part of the Project or otherwise as to the maintenance of the security hereof. The Trustee shall not be bound to perform, or to ascertain or inquire as to the performance or observance of, any covenants, conditions or agreements on the part of Issuer or on the part of the City under the Agreement, except as hereinafter set forth; but the Trustee may require of Issuer or the City full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the Trust Estate.

(d) The Trustee shall not be accountable for the use of the proceeds of any of the Bonds. The Trustee may become the holder of the Bonds with the same rights which it would have if it were not Trustee.

(e) Except as is otherwise provided in subsection (a) above:

(i) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request, authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in place thereof.

(ii) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by the Chairman or Vice Chairman of the Issuer and attested by the Secretary of the Issuer as sufficient evidence of the facts therein contained and, prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (e)(iv) of this Section, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of any of the officials of Issuer who have executed the Bonds under the seal of Issuer to the effect that a resolution in the form therein set forth has been adopted by Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(iii) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its gross negligence or willful misconduct.

(iv) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by Issuer to cause to be made any of the payments to the Trustee required to be made by Article V hereof unless the Trustee shall be specifically notified in writing of such default by Issuer or by the holders of at least a majority in outstanding principal amount of the Bonds. All notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(f) At any and all reasonable times, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books and records of Issuer pertaining to the Project and the Bonds, and to take such memoranda from and with regard thereto as may be desired.

(g) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(h) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, with respect to the authentication of the Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever, within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of Issuer to the authentication of the Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(i) Before taking such action hereunder the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any such action.

(j) All moneys received by the Trustee or any paying agent for the Bonds shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required herein or by law. Neither the Trustee nor any paying agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing. The Trustee shall not be liable to the Issuer, the City, the holders of the Bonds or any other person for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.01.

(k) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against risk or liability is not reasonably assured to it.

(l) The Trustee's immunities and protections from liability and its right to compensation and indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents and employees. Such immunities and protections and right to indemnification, together with the Trustee's right of compensation, shall survive the Trustee's resignation or removal and final payment of the Bonds.

(m) The Trustee shall have no responsibility for any information in any offering memorandum or other disclosure material distributed with respect to the Bonds, and the Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(n) The Trustee shall have no responsibility for any registration, filing, recording, re-registration or re-recording of this Indenture or any other document or instrument executed in connection with this Indenture and the issuance and sale of the Bonds including, without limitation, any financing statements or continuation statements with respect thereto.

(o) Notwithstanding any provision of this Indenture to the contrary, the Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code or any applicable Treasury regulation (the "Arbitrage Rules"). The Trustee shall have no responsibility for determining whether or not the investments made pursuant to the direction of the Issuer or any of the instructions received by the Trustee under this Indenture comply with the requirements of the Arbitrage Rules and shall have no responsibility for monitoring the obligations of the Issuer for compliance with the provisions of the Indenture with respect to the Arbitrage Rules.

Section 10.02. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its Ordinary Services rendered hereunder and all advances, Counsel fees and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, if it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, and to reimbursement for reasonable and necessary Extraordinary

Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by its gross negligence or willful misconduct, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent for the Bonds as hereinabove provided.

Section 10.03. Notice to Bondholders if Default Occurs. If a default occurs of which the Trustee is by subsection (e)(iv) of Section 10.01 hereof required to take notice or if notice of a default be given as in said subsection (e)(iv) provided, then the Trustee shall promptly give written notice thereof by registered or certified mail to the registered owners of the Bonds, and, as to defaults described in Section 9.01(e), to the Issuer.

Section 10.04. Intervention by Trustee. In any judicial proceeding to which Issuer is a party and which, in the opinion of the Trustee and its Counsel has a substantial bearing on the interest of the owner or owners of the Bonds, the Trustee may intervene on behalf of the Bondholders and shall do so if requested in writing by the holders of at least a majority in outstanding principal amount of the Bonds. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction if such approval is required by law as a condition to such intervention.

Section 10.05. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become Successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 10.06. Resignation by Trustee. The Trustee and any Successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days written notice by registered or certified mail to Issuer and the City, and by first class mail to each registered owner of the Bonds, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by Issuer.

Section 10.07. Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to Issuer and signed by the holders of a majority in principal amount of the Bonds.

Section 10.08. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in principal amount of the Bonds, by an instrument or concurrent instruments in writing signed by such holders, or by their attorneys in fact, duly authorized, a copy of which shall be delivered personally or sent by registered mail to Issuer. In case of any such vacancy, Issuer, by an instrument executed, attested and sealed by its officers, may appoint a temporary Trustee to fill such vacancy until a Successor Trustee shall be appointed by the Bondholders in the manner above provided; and such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank (having trust powers) in good standing, within or outside the State of Georgia, having an unimpaired capital and surplus of not less than Ten Million Dollars ($10,000,000), if there be such an institution willing, qualified and able to accept the trusts upon reasonable or customary terms. The Bond Insurer shall be furnished with written notice of the resignation, removal or dissolution of the Trustee and the appointment of any successor.

Section 10.09. Concerning any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of Issuer, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from Issuer be required by any Successor Trustee for more fully and certainly vesting in such Successor Trustee the rights, powers, trusts, estates and properties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article X, shall be filed or recorded by the Successor Trustee in each recording office where this Indenture shall have been filed or recorded.

Section 10.10. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment, governmental or other charge upon any part of the Trust Estate is not paid as required herein, the Trustee may pay such tax, assessment, governmental or other charge, without prejudice, however, to any rights of the Trustee or the Bondholders arising in consequence of such failure; and any amount at any time so paid under this Section 10.10, with interest thereon from the date of payment at the Prime Rate of Regions Bank plus two percent (2%) per annum, shall become additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over the principal of and interest on Bonds, and shall be paid out of the revenues and receipts from the Trust Estate, if not otherwise caused to be paid; but the Trustee shall not be under any obligation to make any such payment unless it shall have been requested to do so by the holders of at least a majority in principal amount of the Bonds then outstanding and shall have been provided with adequate funds for the purpose of making such payment.

Section 10.11. Trustee Protected in Relying Upon Resolutions, etc. The resolutions, opinions, certificates and other instruments provided for herein may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of moneys hereunder.

Section 10.12. Successor Trustee as Custodian of Funds, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or has been removed shall cease to be the holder of the Bond Fund and paying agent for the principal of and the interest on the Bonds and Bond Registrar, and the successor Trustee shall become such holder, paying agent and Bond Registrar.

Section 10.13. Trust Estate May Be Vested in Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any Jurisdiction (including particularly the laws of the State of Georgia) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement hereof upon the occurrence of an event of default, it may be necessary that the Trustee and the Issuer enter into a supplemental indenture to appoint an additional individual or institution as a separate Trustee or Co-Trustee as permitted in Section 12.01(e). The following provisions of this Section are adapted to these ends.

In the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers and trusts herein granted to the Trustee or to hold title to the Trust Estate or to take any other action which may be necessary or desirable in connection therewith, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by and vest in such separate Trustee or Co-Trustee to exercise such rights, powers and trusts, and every covenant and obligation necessary to the exercise thereof by such separate Trustee or Co-Trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate Trustee or Co-Trustee so appointed by the Trustee in order to more fully and certainly vest in and confirm to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate Trustee or Co-Trustee or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate Trustee or Co-Trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or a successor to such separate Trustee or Co-Trustee.

ARTICLE XI
MEETINGS OF BONDHOLDERS

Section 11.01. Purposes for Which Bondholders' Meetings May Be Called. A meeting of Bondholders may be called at any time and from time to time pursuant to this Article for any of the following purposes:

(1) to give any notice to the Issuer, the City or the Trustee, or to give any directions to the Trustee, or to consent to the waiving of any default under this Indenture and its consequences, or to take any other action authorized to be taken by Bondholders pursuant to Article IX hereof;

(2) to remove the Trustee pursuant to Section 10.07 hereof, and to appoint a successor trustee pursuant to Section 10.08 hereof;

(3) to consent to the execution of a supplemental indenture pursuant to Section 12.02 hereof, or to consent to the execution of an amendment, change or modification of the Agreement pursuant to Section 13.02 hereof; or

(4) to take any other action authorized to be taken by or on behalf of the holders of any specified aggregate principal amount of the Bonds under any other provision of this Indenture or under applicable law.

Section 11.02. Place of Meeting of Bondholders. Meetings of Bondholders may be held at such place or places as the Trustee or, in case of its failure to act, the Bondholders calling the meeting shall from time to time determine.

Section 11.03. Call and Notice of Bondholders' Meetings.

(a) The Trustee may at any time call a meeting of Bondholders to be held at such time and at such place as the Trustee shall determine. Notice of every meeting of Bondholders, setting forth the time and place of such meeting and in general terms the action proposed to be taken at such meeting, shall be given to the registered owners of the Bonds by first class mail not less than 20 or more than 180 days prior to the date fixed for such meeting.

(b) In case at any time the holders of at least 10% in aggregate principal amount of the Bonds outstanding shall have requested the Trustee to call a meeting of the Bondholders by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have made the first giving of the notice of such meeting within 20 days after receipt of such request, then such Bondholders may determine the time and the place for such meeting and may call such meeting to take any action authorized in Section 11.01 hereof by giving notice thereof as provided in subsection (a) of this Section 11.03.

Section 11.04. Persons Entitled to Vote at Bondholders' Meetings. To be entitled to vote at any meeting of Bondholders, a person shall be a holder of one or more Bonds outstanding, or a person appointed by an instrument in writing as proxy for a Bondholder by such Bondholder. The only persons who shall be entitled to be present or to speak at any meeting of Bondholders shall be the persons entitled to vote at such meeting and their Counsel and any representatives of the Trustee and its Counsel and any representatives of the City and its Counsel and any representatives of the Issuer and its Counsel.

Section 11.05. Determination of Voting Rights; Conduct and Adjournment of Meetings.

(a) Notwithstanding any other provisions of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Bondholders in regard to proof of the holding of Bonds and of the appointment of proxies and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem appropriate. Except as otherwise permitted or required by any such regulations, the holding of Bonds shall be proved in the manner specified in Section 14.01 and the appointment of any proxy shall be proved in the manner specified in Section 14.01 or by having the signature of the person executing the proxy witnessed or guaranteed by any bank, banker or trust company authorized by Section 14.01 to certify to the holding of Bonds. Such regulations may provide that written instruments appointing proxies, regular on their face, may be presumed valid and genuine without the proof specified in Section 14.01 or other proof.

(b) The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by Bondholders as provided in subsection (b) of Section 11.03, in which case the Bondholders calling the meeting shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the holders of a majority of the Bonds represented at the meeting and entitled to vote.

(c) At any meeting each Bondholder or proxy shall be entitled to one vote for each $5,000 principal amount of Bonds outstanding held or represented by him; provided, however, that no vote shall be cast or counted at any meeting in respect of any Bond challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote, except as a Bondholder or proxy.

(d) At any meeting of Bondholders, the presence of persons holding or representing Bonds in an aggregate principal amount sufficient under the appropriate provision of this Indenture to take action upon the business for the transaction of which such meeting was called shall constitute a quorum. Any meeting of Bondholders duly called pursuant to Section 11.03 may be adjourned from time to time by vote of the holders (or proxies for the holders) of a majority of the Bonds represented at the meeting and entitled to vote, whether or not a quorum shall be present; and the meeting may be held as so adjourned without further notice.

Section 11.06. Counting Votes and Recording Action of Meetings. The vote upon any resolution submitted to any meeting of Bondholders shall be by written ballots on which shall be subscribed the signatures of the Bondholders or of their representatives by proxy and the number or numbers of the Bonds outstanding held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record, at least in triplicate, of the proceedings of each meeting of Bondholders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was published or mailed as provided in Section 11.03. Each copy shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one such copy shall be delivered to the Issuer, another to the City and another to the Trustee to be preserved by the Trustee, which copy shall have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

Section 11.07. Revocation by Bondholders. At any time prior to (but not after) the evidencing to the Trustee, in the manner provided in Section 11.06, of the taking of any action by the holders of the percentage in aggregate principal amount of the Bonds specified in this Indenture in connection with such action, any holder of a Bond the number of which is included in the Bonds the holders of which have consented to such action may, by filing written notice with the Trustee at its principal office and upon proof of holding as provided in Section 14.01, revoke such consent so far as concerns such Bond. Except as aforesaid any such consent given by the holder of any Bond shall be conclusive and binding upon such holder and upon all future holders and owners of such Bond and of any Bond issued in exchange therefor or in lieu thereof, irrespective of whether or not any notation in regard thereto is made upon such Bond. Any action taken by the holders of the percentage in aggregate principal amount of the Bonds specified in this Indenture in connection with such action shall be conclusively binding upon the Issuer, the City, the Trustee and the holders of all the Bonds.

ARTICLE XII
SUPPLEMENTAL INDENTURES

Section 12.01. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture which shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture;

(b) to grant to or confer upon the Trustee for the benefit of Bondholders any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee or either of them;

(c) to subject to the lien and pledge of this Indenture additional revenues, receipts, properties or collateral;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) to evidence the appointment of a separate or Co-Trustee or the succession of a new Trustee or paying agent hereunder; or

(f) in connection with any other changes in this Indenture which do not prejudice the interests or the Trustee or the Bondholders.

Section 12.02. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than a majority in outstanding principal amount of the Bonds shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting (a) an extension of the maturity date on which the principal of, or the interest on, any Bond is, or is to become, due and payable, (b) a reduction in the principal amount of any Bond or the rate of interest thereon, (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the principal amount of the Bonds required for consent to such supplemental indenture.

If the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given by first class mail, postage prepaid, to the registered owners of the Bonds. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all Bondholders. If within sixty (60) days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the holders of not less than a majority in outstanding principal amount of the Bonds shall have consented to and approved the execution of such supplemental indenture as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be modified and amended in accordance therewith.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XII which affects any right of the City under the Agreement shall not become effective unless and until the City shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the City at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture. The City shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the City on or before 4:30 o'clock P.M., E.S.T., of the fifteenth (15th) day after the mailing of said notice and a copy of the proposed supplemental indenture.

ARTICLE XIII
AMENDMENT TO AGREEMENT

Section 13.01. Amendments, etc., to Agreement Not Requiring Consent of Bondholders. The Trustee shall without the consent of or notice to the Bondholders consent to any amendment change or modification of the Agreement as may be required (i) by the provisions of the Agreement or this Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission in the Agreement, (iii) in connection with additional real estate which pursuant to the Agreement is to become part of the Project, or (iv) in connection with any other change therein which does not materially prejudice the interests of the Trustee or the Bondholders.

Section 13.02. Amendments, etc., to Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 13.01, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Agreement without the giving of notice and the written approval or consent of the holders of not less than a majority in outstanding principal amount of the Bonds given and procured as in Section 12.02 provided. If at any time the Issuer and the City shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement, the Trustee shall upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided in Section 12.02 with respect to proposed supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal office of the Trustee for inspection by Bondholders. Notwithstanding the foregoing, nothing herein shall permit, or be constructed as permitting, any amendment, change or modification of the City's unconditional obligations to make payments under the Agreement, or the City's covenants with respect to the use of the proceeds of the Bonds.

ARTICLE XIV
MISCELLANEOUS

Section 14.01. Consents, etc. of Bondholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Bondholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Bondholders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Issuer and the City. Proof of execution of any such instrument or of a writing appointing any such agent, or of the holding by any person of any Bond not registered as to principal, shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee, the City and the Issuer if made in the manner provided in this Section.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or a member of a partnership on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority.

(c) The ownership of Bonds shall be proved by the registration books kept by the Trustee as Bond Registrar.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by any Bondholder shall bind every future holder of the same Bond in respect of anything done or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Bond.

Section 14.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to grant to any person or company other than the parties hereto, the City, the Insurer (as defined in Section 15.01) and the holders of the Bonds, any legal or equitable remedy or claim under or in respect to this Indenture or any covenants, agreements, conditions and provisions herein contained; this Indenture and all covenants, agreements, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the City, the Insurer and the holders of the Bonds as herein provided.

Section 14.03. Severability. If any provision of this Indenture 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 in this Indenture contained shall not affect the remaining portions of this Indenture or any part hereof.

Section 14.04. Notices. It shall be sufficient service of any notice, approval, consent, request, complaint, demand or other communication if the same shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to the Issuer: Gainesville and Hall County Development Authority
P. O. Box 3280
Gainesville, Georgia 30503
Attention: Chairman

(b) If to the City: City of Flowery Branch, Georgia
P. O. Box 757
Flowery Branch, Georgia 30542
Attention: Mayor

(c) If to Trustee: Regions Bank
1180 West Peachtree Street, Suite 1200
Atlanta, Georgia 30309
Attention: Corporate Trust Department

A duplicate copy of each notice, approval, consent, request, complaint, demand, certificate or other communication given hereunder by either the Issuer, the City or the Trustee to any one of the others shall also be given to all of the others. The Issuer, the Trustee, and the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests, complaints, demands, certificates or other communications shall be sent.

Section 14.05. Trustee as Paying Agent and Bond Registrar. The Trustee is hereby designated and agrees to act as paying agent and Bond Registrar for and in respect to the Bonds.

Section 14.06. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment, a Saturday, a Sunday or a legal holiday or a day on which banking institutions in such city are authorized by law to close, then payment of interest or principal need not be made on such date in such city but may be made on the next succeeding business day not a Saturday, a Sunday, a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 14.07. Counterparts. This Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 14.08. Laws Governing Indenture. The effect and meaning of this Indenture and the rights of all parties hereunder shall be governed by and construed according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be executed in its corporate name and its corporate seal to be affixed hereto and attested by its authorized officers, and to evidence its acceptance of the trusts hereby created the Trustee has caused this Indenture to be executed in its corporate name and its corporate seal to be affixed hereto and attested by its authorized officers, all as of the date first above written.

AS TO ISSUER, signed, sealed and delivered in the presence of:	**GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY**
______________________________ Unofficial Witness	By:______________________________ Chairman
______________________________ Notary Public	Attest:____________________________ Secretary
My Commission Expires:____________	(SEAL)
(NOTARIAL SEAL)	

AS TO TRUSTEE, signed, sealed and delivered in the presence of:

REGIONS BANK, as Trustee

____
Unofficial Witness

By:______________________________
Title:______________________

(SEAL)

____
Notary Public

My Commission Expires:____________

(NOTARIAL SEAL)

909278-2

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

AND

CITY OF FLOWERY BRANCH, GEORGIA

INSTALLMENT SALE AGREEMENT

Dated as of March 1, 2020

The interest of the Gainesville and Hall Development Authority ("Issuer") in this Installment Sale Agreement has been assigned (except for amounts payable to Issuer under Sections 8.2 and 9.4 hereof) to Regions Bank, as Trustee ("Trustee"), pursuant to an Indenture of Trust, dated as of the date hereof between the Issuer and the Trustee, and is subject to the security interest of the Trustee.

INSTALLMENT SALE AGREEMENT

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THIS INSTALLMENT SALE AGREEMENT, dated as of March 1, 2020, is made between the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY** ("Issuer") and the **CITY OF FLOWERY BRANCH, GEORGIA** ("City").

W I T N E S S E T H:

WHEREAS, the Issuer has been created under amendments to the Constitution of the State of Georgia (Ga. Laws 1964, page 866, et seq.; Ga. Laws 1986, page 4328, et seq.), duly ratified and proclaimed, and an act of the General Assembly of the State of Georgia (Ga. Laws 1964, page 2282, et seq.), as amended (collectively, the "Act"); and

WHEREAS, the Issuer was created for the purpose of promoting and expanding for the public good and welfare industry and trade within the City of Gainesville and Hall County, Georgia, and reducing unemployment to the greatest extent possible in Hall County, Georgia (the "County"), and the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer and otherwise in accordance with the applicable provisions of the Revenue Bond Law (O.C.G.A. §36-82-60 et seq., as amended), in furtherance of the public purpose for which it was created; and

WHEREAS, the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer, in furtherance of the public purpose for which it was created; and

WHEREAS, pursuant to the Act, the Issuer is authorized to undertake any "project" that is for any industrial, commercial, business, office, parking, public or other use, provided that the Issuer determines that the project and such use thereof would further the public purpose of the development of trade, commerce, industry and employment opportunities within Hall County; and

WHEREAS, purusant to the Revenue Bond Law, the Issuer has the power to undertake, construct, maintain and operate any "undertaking" and to issue and sell revenue bonds for the purpose of raising funds for the payment, in whole or in part, of the cost of any "undertaking" of the Issuer; and to exercise all the rights, powers and privileges, and be subject to all the duties and liabilities, which a local government may exercise and/or be subject to under the provisions of the Revenue Bond Law; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parks and playgrounds; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parking areas and public parking buildings; and

WHEREAS, the City of Flowery Branch, Georgia (the "City") is located in Hall County, Georgia; and

WHEREAS, the City desires to improve its historic downtown center, colloquially known as "Old Town," in order to attract investment, development and growth, which will in turn create employment opportunities for its citizens; and

WHEREAS, the City desires to (i) acquire, construct, and equip public parks on certain real property in Old Town and (ii) construct certain sidewalks, streetscapes, and parking in Old Town, all as more particularly described on Exhibit "A" attached hereto (collectively, the "Project"); and

WHEREAS, the City has requested that the Issuer assist in the financing of the Project; and

WHEREAS, the Issuer has been advised by the City that the estimated amount necessary to finance the Project, including expenses incidental thereto, is $5,400,000, and the Issuer has determined that the most feasible method of accomplishing said financing is through the issuance, sale and delivery of its revenue bonds in the aggregate principal amount of **[$5,400,000]** in order to acquire and finance the City's Project; and

WHEREAS, the Issuer has determined that such revenue bonds should be issued in one series denoted as "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020" (the "Series 2020 Bonds" or the "Bonds"); and

WHEREAS, after careful study and investigation the Issuer, in furtherance of the public purpose for which it was created, has agreed to issue the Bonds to finance the proposed acquisition, construction and equipping of the Project; and

WHEREAS, the Issuer has agreed to acquire, construct and equip the Project and then sell the Project to the City; and

WHEREAS, the Issuer proposes to enter into this Installment Sale Agreement with the City under the terms of which the Issuer will agree to sell the Project to the City, and the City will agree to pay the Issuer purchase payments sufficient to pay the principal of, redemption premium (if any), and interest on the Bonds as the same become due and payable; and

WHERAS, the Project is comprised of certain land, interests in land, buildings, facilities and other improvements, all operated as part of the system of streets, sidewalks, parks, and parking facilities in Old Town which are useful and necessary for trade, commerce and industry in the City and create directly and indirectly employment opportunities within Hall County, Georgia; and

WHEREAS, the Project constitutes a project as that term is defined in the Act that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer, and the Project constitutes an "undertaking" under the Revenue Bond Law that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer; and

WHEREAS, the Issuer has found and declared that the issuance of the Bonds by the Issuer for the purpose of financing the acquisition of the Project by the Issuer and the payment of all costs of the issuance of the Bonds (hereinafter sometimes referred to collectively as the "Undertaking") will achieve the lawful and valid public purpose for which the Issuer was created in that it will encourage and promote industry and trade in Hall County and will help reduce unemployment within Hall County; and

WHEREAS, the City has determined by resolution duly adopted on January 16, 2020, as supplemented by resolution adopted on ___________, 2020, that the issuance of the Bonds by the Issuer for the purpose of financing the Undertaking will achieve such lawful and valid public purpose for the benefit of the citizens of the City of Flowery Branch and the inhabitants thereof; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the Issuer for the sale to the City of the Project; and

WHEREAS, the Issuer, as permitted under the Act, has the power to acquire the Project and sell the Project to the City; and

WHEREAS, the Issuer has, pursuant to a resolution adopted on ___________, 2020, as supplemented by a resolution adopted on ___________, 2020 (collectively, the "Bond Resolution"), authorized the issuance of the Bonds and in order to secure the payment of the Bonds has duly authorized the execution and delivery of a Trust Indenture, dated as of March 1, 2020, between the Issuer and Regions Bank, as trustee, and the pledging of the revenues of the Issuer from the Project, which are primarily the payments to be made by the City pursuant to Section 5.2 of this Agreement; and

WHEREAS, all acts, conditions and things necessary or required by the Constitution and laws of the State of Georgia or otherwise to exist, happen and be performed precedent to and in the execution and delivery of this Agreement do exist, have happened and have been performed, and the execution, acknowledgment and delivery of this Agreement have been in all respects duly authorized; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

"Agreement" means this Installment Sale Agreement and any amendments or supplements hereto.

"Agreement Term" means the term of this Agreement as specified in Section 11.1 hereof.

"Bond Year" means a twelve month period beginning on April 2 of each year and ending April 1 of the following year during the term of the Bonds, with the first Bond Year ending on April 1, 2021.

"Business Day" means a day on which banking business is transacted in the city in which Trustee has its principal office.

"Code" means the Internal Revenue Code of 1986, as amended.

"Force Majeure" means, without limitation, acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery; transmission pipes or canals; or any other cause or event not reasonably within the control of City. City agrees, however, to remedy with all reasonable dispatch the cause or causes preventing City from carrying out its agreement; provided, that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of City, and City shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of City unfavorable to City.

"Indenture" means the Indenture of Trust, dated as of March 1, 2020, between Issuer and Regions Bank, Atlanta, Georgia, as Trustee, which, among other things, authorizes the issuance of the Bonds.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of the State who is not a full-time employee of Issuer or City.

"Issuer" means the Gainesville and Hall County Development Authority, a public body corporate and a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

"Late Payment Rate" means the Prime Rate of Regions Bank plus two percent (2%) per annum.

"Net Proceeds," when used with respect to any insurance proceeds from policies required by this Agreement means the amount remaining after deducting all expenses (including attorneys' fees) incurred in the collection of such proceeds or award from the gross proceeds thereof.

"Permitted Encumbrances" means, as of any particular time, (i) liens for taxes and assessments not then delinquent or which Issuer may, pursuant to the provisions of Section 5.4 hereof, permit to remain unpaid, (ii) the Indenture, this Agreement and any financing statements naming Issuer or City as debtor and naming Trustee or Issuer as secured party filed to perfect the security interests granted by this Agreement and the Indenture, (iii) utility access and other easements and rights of way, restrictions and exceptions that Issuer Representative certifies will not interfere with or impair the Project, and (iv) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property similar in character to the Project and as do not, in the opinion of Independent Counsel, materially impair the property affected thereby for the purpose for which it was acquired or held by Issuer.

"Policy" means the municipal bond insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

"Project" means the (i) acquisition, construction, and equipping public parks on certain real property in Old Town and (ii) construction of certain sidewalks, streetscapes, and parking in Old Town. The real and personal property comprising the Project are more particularly described on **Exhibit "A"** attached hereto and by reference made a part hereof.

"Project Fund" means the fund created in Section 4.03 of the Indenture.

"State" means the State of Georgia.

In addition, all words and phrases defined in Article I of the Indenture shall have the same meaning in this Agreement.

ARTICLE II
REPRESENTATIONS

SECTION 2.1. **Representations of the City.** The City makes the following representations for the basis of the undertaking on its part herein contained:

(a) There exists a need in the City to provide buildings, facilities and services for the citizens in the City; and the acquisition of the Project as herein contemplated is a desirable method to meet the aforesaid need and will achieve valid public purposes for the benefit of the City and the inhabitants thereof.

(b) The City has determined that the best method of accomplishing and financing the proposed Undertaking is for the same to be accomplished by the Issuer with the cooperation of the City in the manner herein provided.

(c) The City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty (50) years with the Issuer for the acquisition by the City of the Project and has the power to pledge its taxing power to the extent necessary to pay the amounts required to be paid under any such contract.

(d) The City has the power to enter into this Agreement and to perform all obligations contained herein and has, by proper action, duly authorized the execution and delivery of this Agreement.

SECTION 2.2. **Representations of the Issuer.** The Issuer makes the following representations as the basis for the undertaking on its part herein contained:

(a) The Issuer is a public body corporate and politic of the State of Georgia, created under the Act of the General Assembly of Georgia hereinabove referred to.

(b) The Issuer has determined that the issuance of the Bonds and the financing of the Undertaking as contemplated herein is a lawful and valid public purpose in that it will further the public purpose for which the Issuer was created.

(c) The Issuer has the power to enter into this Agreement and perform all obligations contained herein and has, by proper action of its members, been duly authorized to execute and deliver this Agreement.

(d) The Issuer has found, determined and does hereby declare that the most feasible way to finance the Undertaking as herein contemplated and to achieve the public purpose hereinabove referred to is to issue the Bonds and to pledge to the payment of the principal and interest thereof the payments which the City has agreed to make pursuant to the provisions of Section 5.2 hereof to the Issuer.

ARTICLE III
SALE OF THE PROJECT

SECTION 3.l. **Sale of the Project.** In consideration of this Agreement, Issuer hereby sells to City and City hereby purchases from Issuer, all of the right, title and interest of Issuer in the Project, subject to Permitted Encumbrances.

Issuer agrees to execute a limited warranty deed to City and to deliver the same to City upon completion of the Project and no later than June 30, 2021. Said deed shall convey to City the fee simple title to the Project, free and clear from all encumbrances except Permitted Encumbrances. The Issuer shall execute such other instruments and documents as City may reasonably request to perfect the transfer of title to the Project to City.

SECTION 3.2 **Warranty of Title.** Issuer warrants and covenants that it shall convey to the City good and marketable title to the Project free from any encumbrances other than Permitted Encumbrances.

ARTICLE IV
ISSUANCE OF THE BONDS;
ACQUISITION, CONSTRUCTION AND
EQUIPPING OF THE PROJECT

SECTION 4. 1. <u>Agreement to Acquire the Project</u>.

(a) Issuer agrees that it will acquire, construct and equip the Project.

(b) The moneys credited to the Project Fund from the sale of the Series 2020 Bonds shall be used and applied for the purposes as provided in the Indenture.

(c) All payments from the Project Fund shall be made upon the terms and conditions set forth in the Indenture.

SECTION 4.2. [Reserved].

SECTION 4.3. <u>Agreement to Issue Bonds; Application of Bond Proceeds.</u> In order to provide funds for the Undertaking, the Issuer agrees that as soon as possible it will authorize, sell and cause to be delivered to the initial purchaser or purchasers thereof, the Bonds, bearing interest and maturing as set forth in Article II of the Indenture, at a price to be approved by the City plus accrued interest (if any) to the date of issuance and delivery of the Bonds, and it will thereupon deposit all accrued interest (if any) received upon the sale of the Bonds in the Bond Fund and will apply the balance of the proceeds from said sale as set forth in Section 4.02 of the Indenture.

SECTION 4.4. <u>Disbursements from the Project Fund.</u> The Issuer will in the Indenture authorize and direct the Trustee to use the moneys in the Project Fund for the purposes set forth in the Indenture.

In making any payment from the Project Fund the Trustee may rely on any requisition delivered to it pursuant to the Indenture and the Trustee shall be relieved of all liability with respect to making such payments in accordance with such requisitions.

The Issuer and the City agree for the benefit of each other and for the benefit of the holders of the Bonds that the proceeds of the Bonds will not be used in any manner which would result in the loss of the exemption from Federal income taxation of the interest on the Bonds.

SECTION 4.5. <u>City Required to Pay Costs if Project Fund Insufficient.</u> If the moneys in the Project Fund available for paying the costs of the Project and the Costs of Issuance should not be sufficient to pay such costs in full, the City agrees to pay all that portion of the costs of the Project and the Costs of Issuance as may be in excess of the moneys available therefor in the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Project Fund and which, under the provisions hereof, will be available for payment of the costs of the Project and the Costs of Issuance, will be sufficient to pay all the costs which will be incurred in that connection. The City agrees that if after exhaustion of the moneys in the Project Fund the City should pay any portion of the costs of the Project and the Costs of the Issuance pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor from the Issuer or from the Trustee or from the holders of any of the Bonds, nor shall it be entitled to any diminution in or postponement or abatement of the amounts payable under Section 5.2.

SECTION 4. 6. [Reserved].

SECTION 4.7. [Reserved].

SECTION 4.8. <u>Investment of Project Fund Moneys Permitted.</u> Any moneys held in the Project Fund shall be invested or reinvested by the Trustee upon the written request and direction of the City in Permitted Investments (as defined in the Indenture). Such investments shall be made upon written direction of the Authorized City Representative and shall mature in such amounts and at such times as may be necessary to provide funds when needed to make payments from the Project Fund. The Trustee may make any and all such investments through its own bond department. Any interest or gain received from such investments shall be credited to and held in the Project Fund and any loss from such investments shall be charged against the Project Fund and paid by the City.

SECTION 4.9. <u>Furnishing Documents to Trustee</u>. City agrees to cause such requisitions to be directed to Trustee as may be necessary to effect payments out of the Project Fund in accordance with the Indenture.

SECTION 4.10. <u>Obligations Relating to Bonds.</u> The City agrees to perform all such obligations as are contemplated by the Indenture to be performed by the City.

ARTICLE V
QUIET ENJOYMENT; PROVISIONS FOR PAYMENT

SECTION 5.1. <u>Quiet Enjoyment.</u> Issuer hereby covenants and agrees that it will not take any action, other than pursuant to Section 7.2 or Article IX of this Agreement to prevent City from having quiet and peaceable possession and enjoyment of the Project during the Agreement Term and will, at the request of City, and at City's cost, to the extent that it may lawfully do so, join in any legal action in which City asserts its right to such possession and enjoyment.

SECTION 5.2. <u>Amounts Payable.</u>

(a) City agrees to pay to Issuer the purchase price of the Project in installments as follows: on that day which is three (3) business days prior to each date on which principal of or interest on the Bonds is payable, an amount sufficient when added to funds on hand at such time in the Bond Fund to pay the amount of principal, premium, if any, and interest required to be paid with respect to the Bonds on such date.

(b) The City agrees to pay to the Trustee until the principal of and the interest on the Bonds shall have been paid in full (i) an amount equal to the annual fee of the Trustee for the Ordinary Services of the Trustee rendered and its Ordinary Expenses incurred under the Indenture, (ii) the reasonable fees and charges of the Trustee and any other paying agent for acting as paying agent and as Bond Registrar and the reasonable fees of Trustee's Counsel as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees and charges of the Trustee for Extraordinary Services rendered by it and Extraordinary Expenses incurred by it, as and when the same become due.

(c) In the event City should fail to make any of the payments required in this Section 5.2, the item or installment so in default shall continue as an obligation of City until the amount in default shall have been fully paid. The provisions of this Section 5.2 shall be subject to the provisions of Section 8.9.

(d) It is agreed by the parties hereto that any amounts remaining in the Bond Fund upon expiration or earlier termination of the Agreement Term, as provided in this Agreement, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), payment of the fees and expenses of Trustee and any paying agents in accordance with the Indenture shall belong to and be paid to Issuer or City, as agreed by Issuer and City, by Trustee as the return of an overpayment of payments. If agreement is not reached, such moneys shall be paid to Issuer.

SECTION 5.3. **Payment of Amounts Owed and Tax Levy to Pay Purchase Price Payments.**

(a) The payments provided in Section 5.2(a) hereof shall be remitted directly to the Trustee for the benefit of the Bondholders and from said payments the Trustee shall make timely payments into the Bond Fund in amounts sufficient to ensure the prompt payment of the principal of, premium, if any, and interest on the Bonds, all as provided in the Indenture. City covenants that it will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and it will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source.

(b) The obligation of the City to make the payments when due under Section 5.2 hereof, and to perform its other obligations hereunder, are absolute and unconditional contractual obligations of the City as herein provided, and the City hereby pledges its full faith and credit and taxing power to such payment and performance. The payments required under Section 5.2 shall be made first from any lawfully available funds, including monies from the Old Town and Commercial Gateways TAD Special Fund as provided in Section 5.3(e), and secondly from moneys derived pursuant to the levy of an ad valorem tax as hereinafter provided. In the event the amount of funds lawfully available is not sufficient to pay the payments under Section 5.2 when due in any year, the City shall levy an ad valorem tax on all taxable property located within the boundaries of the City subject to taxation for such purposes, at such rate or rates as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the City's obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due the obligations herein contracted to be paid by the City including specifically the obligation to make the payments under Section 5.2 as provided herein. The City hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to make the payments required pursuant to Section 5.2 hereof and such lien is superior to any that can hereafter be made.

(c) The City further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments under Section 5.2 that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City to make the payments under Section 5.2 shall constitute an unlimited contractual obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed as limiting the right of the City to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(d) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (c), 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 which 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 under Section 5.2 to the Trustee for deposit to the Bond Fund if for any reason the payment of such obligations shall not otherwise have been made.

(e) In accordance with the applicable provisions of the Redevelopment Powers Law (O.C.G.A. § 36-44-1, *et seq.*, as amended), the City created, by activating resolution, dated December 5, 2007 (the "TAD Resolution"), Tax Allocation District One – Flowery Branch Old Town and Commercial Gateways (the "Flowery Branch Old Town and Commercial Gateways TAD"), effective December 31, 2007. Ad valorem taxes levied by the City and Hall County on all taxable property within the Flowery Branch Old Town and Commercial Gateways TAD, as calculated pursuant to O.C.G.A. § 36-44-3(14), are collected and deposited into a separate fund of the City, designated as the Old Town and Commercial Gateways TAD Special Fund, to be used to improve economic and social conditions within the Redevelopment Area (as defined in the TAD Resolution). The Project is located within the Redevelopment Area and will improve the economic and social conditions within the Redevelopment Area. The City agrees to make the payments required under Section 5.2 first from the monies deposited into the Old Town and

Commercial Gateways TAD Special Fund to the extent there are sufficient monies available within such Fund to make such payments, and agrees that no payments for any other purpose will be made from such Fund during any Bond Year until there is on deposit in such Fund monies sufficient to make the payments required under Section 5.2 for the applicable Bond Year. The City hereby irrevocably pledges the Tax Allocation Increment to secure and pay the Bonds and to make the payments required under Section 5.2 hereof.

SECTION 5.4. **<u>Obligations of City Hereunder Unconditional; Payments Assigned</u>.** Subject to the provisions of Section 8.9, the obligations of City to make the payments required in Section 5.2 and other sections hereof and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by Issuer of any obligation to City, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to City by Issuer and until such time as the principal of, premium, if any, and interest on the Bonds shall have been fully paid, City (i) will not suspend or discontinue any payments provided for in Section 5.2 except to the extent the same have been prepaid, (ii) will perform and observe all other agreements contained in this Agreement, and (iii) except as provided in Section 10.1, will not terminate the Agreement Term for any cause including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Nothing contained in this Section shall be construed to release Issuer from the performance of any of the agreements on its part herein contained; and in the event Issuer should fail to perform any such agreement on its part, City may institute such action against Issuer as City may deem necessary to compel performance so long as such action does not abrogate the obligations of City contained in the first sentence of this Section. City may, however, at City's own cost and expense and in City's own name or in the name of Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which City deems reasonably necessary in order to secure or protect City's right of possession, occupancy and use hereunder, and in such event Issuer hereby agrees to cooperate fully with City and to take all action necessary to effect the substitution of City for Issuer in any such action or proceeding if City shall so request.

SECTION 5.5. **<u>Maintenance and Modification of Project by City.</u>** City agrees that at all times during the Agreement Term City will, at City's own expense, maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair, working order and condition, reasonable wear and tear excepted, and that City will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Issuer shall have no responsibility in any of these matters or for the making of improvements or additions to the Project.

In addition, City shall have the privilege of remodeling the Project or making substitutions, additions, modifications and improvements to the Project from time to time as City, in its discretion, may deem to be desirable for City's use for such purposes as shall be permitted by the Act, the cost of which remodeling, substitutions, additions, modifications and improvements shall be paid by City, and the same shall be the property of Issuer and be included under the terms of this Agreement as part of the Project; provided, however, that such remodeling, substitutions, additions, modifications and improvements shall not in any way damage the Project; and provided that the Project, as remodeled, improved or altered upon completion of such remodeling, substitutions, additions, modifications and improvements made pursuant to this Article, shall be of a value not less than the value of the Project immediately prior to the remodeling or making of such substitutions, additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by City in any manner and in the sole discretion of City. City will not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, improvements, repairs, renewals or replacements so made by City, provided that if City shall first notify Issuer of City's intention so to do, City may in, good faith contest any mechanic's or other lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Issuer or the Bondholders shall notify City that, in the opinion of their counsel, by nonpayment of any such items the lien of the Indenture as to the purchase payments and other amounts from the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event City shall promptly pay and cause to be satisfied and discharged all such unpaid items or City shall post bond or provide other surety to the extent necessary to adequately secure the Bondholders against loss due to such endangerment, loss or forfeiture. Issuer will cooperate fully with City in any such contest, upon the request and at the expense of the City.

SECTION 5. 6. **Utility Charges.** City will pay during the Agreement Term, as the same become due, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project.

In the event that City shall fail to pay any of the foregoing items required by this Section to be paid by City (unless City is contesting any such item in good faith) Issuer may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by Issuer shall become an additional obligation of City to the party making the advancement, which amounts, together with interest thereon at the Late Payment Rate per annum, City agrees to pay.

SECTION 5.7. **Casualty and Other Insurance.** City agrees to insure or cause to be insured the Project against loss or damage of the kinds usually insured against by companies similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State with uniform standard form of extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State, in amounts that are not less than full insurable value of the Project. The term "full insurable value" as used herein shall mean the actual replacement value, or at the option of City any lesser amount which is equal to or greater than the amount of the Bonds then outstanding. Alternatively, City may insure or cause to be insured such property under a blanket insurance policy or policies which cover not only such property but other properties in the amounts required by the previous sentence.

Any insurance policy issued pursuant to the preceding paragraph of this Section shall be so written or endorsed as to make losses, if any, payable to Issuer and City as their respective interests may appear. The Net Proceeds of the insurance required in this Section shall be applied as provided in Section 6.2 hereof. Each insurance policy provided for in Sections 5.7 and 5.8 hereof shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Issuer without first giving written notice thereof to Issuer at least ten (10) days in advance of such cancellation or modification. All insurance policies issued pursuant to Section 5.7 or 5.8 hereof, or certificates evidencing such policies, shall be deposited with Issuer.

SECTION 5.8. **Public Liability Insurance.** City agrees to carry or cause to be carried public liability insurance with respect to the Project with one or more reputable insurance companies in minimum amounts of $500,000 for the death of or personal injury to one person and $1,000,000 for personal injury or death for each occurrence in connection with the Project and $500,000 for property damage for any occurrence in connection with the Project. Issuer shall be made an additional insured under such policies. The insurance provided by this Section may be a blanket insurance policy or policies.

SECTION 5.9. **Worker's Compensation Coverage.** At all times from the date hereof until the end of the Agreement Term, City shall maintain worker's compensation coverage or cause the same to be maintained to the extent, if any, required by law of the State.

SECTION 5.10. **Advances.** In the event City shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project in good repair and operating condition, Issuer may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Issuer shall become an additional obligation of City to Issuer, which amounts, together with interest thereon at the Late Payment Rate per annum, City agrees to pay.

SECTION 5.11. **Prior Lien of the Bonds.** The Issuer will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenue derived from the Project and this Agreement superior to the lien created in the Indenture for the payment of the Bonds.

ARTICLE VI
DAMAGE AND DESTRUCTION; USE OF NET PROCEEDS

SECTION 6.1. **Damage and Destruction.** Unless Issuer shall have exercised its option to prepay the Bonds pursuant to the provision of Section 3.01 of the Indenture, if prior to full payment of the Bonds the Project or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, City shall be obligated to continue to pay the amounts specified in Section 5.2 hereof.

SECTION 6.2. Application of Net Proceeds. Unless the City shall have elected to exercise its option to terminate the Agreement Term under Section 10.1 and shall have purchased the Project pursuant to Section 10.2, if prior to payment in full of the Bonds the Project are damaged by fire or other casualty to such extent that the claim for loss (including any deductible amount pertaining thereto) resulting from such damage is not greater than $300,000, the City, or the Issuer at the City's direction,

(a) shall promptly replace, repair, rebuild or restore the property damaged to substantially the same condition as it existed prior to the event causing such damage, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the City and as will not impair the operating unity or productive capacity of the Project or change the character of the Project to such an extent that its ownership by the Issuer would not be permitted under the laws pursuant to which the Issuer exists, and

(b) shall apply for such purpose so much as may be necessary of any Net Proceeds of insurance resulting from claims for such losses, as well as any additional moneys of the City necessary therefor.

All Net Proceeds of insurance resulting from claims for such losses not in excess of the amount hereinabove specified in this paragraph and not used to pay expenses incurred under (a) above shall be paid into the Bond Fund. If payment in full of the Bonds has been made, all Net Proceeds shall be paid to the City.

Unless the City shall have elected to exercise its option to terminate the Agreement Term under Section 10.1 and shall have purchased the Project pursuant to Section 10.2, if prior to payment in full of the Bonds the Project are destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that the claim for loss resulting from such destruction or damage is in excess of the amount hereinabove specified, the City shall promptly give written notice thereof to the Trustee. In such an event all Net Proceeds of insurance resulting from claims for such losses shall be paid to and held by the Trustee in a trust account and invested in securities of the type referred to in Section 6.01 of the Indenture, whereupon

(i) the City, or the Issuer at the City's direction, shall proceed promptly to replace, repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the City and as will not impair operating unity or productive capacity of the Project or change the character of the Project to such an extent that its ownership by the Issuer would not be permitted under the laws pursuant to which the Issuer then exists, and

(ii) the Trustee shall apply so much as may be necessary of the Net Proceeds of such insurance to the payment of the costs of such replacement, repair, rebuilding or restoration, either on completion thereof or as the work progresses, as directed by the City.

Each such direction of the City shall be accompanied by a certificate of an architect or engineer (who shall be selected by the City and satisfactory to the Issuer) in charge of the replacement, repair, rebuilding or restoration, dated not more than thirty (30) days prior to such direction, setting forth in substance that

(A) the sum then directed to be applied either has been paid by the City, or is justly due, to contractors, subcontractors, materialmen, engineers, architects or other persons who shall have rendered services or furnished materials or improvements for the replacement, repair, rebuilding or restoration therein specified; the names of such persons; a brief description of such services or materials or improvements and the several amounts so paid or due to each of such persons; and a statement that none of the costs of the services or materials or improvements described in such certificate has been or is being made the basis, in any previous or then pending direction, for payment under this Section, and that the sum then directed to be applied does not exceed the value of the services or materials or improvements described in the certificate, and

(B) except for the-amount, if any, stated (pursuant to (A) preceding) in such certificate to be due for services or materials or improvements, there is not outstanding any indebtedness known to the persons signing such certificate which is then due for labor, services, material, supplies and/or equipment in connection with the replacement, repair, rebuilding or restoration which, if unpaid, might become the basis of liens of mechanics, materialmen, suppliers and vendors, or other similar liens (other than those being contested in good faith as permitted in Section 5.4) upon the Project or any part thereof.

The Trustee may conclusively rely upon such direction and shall have no liability or responsibility for payments made pursuant to this Section in reliance thereon. If said Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the City shall nonetheless complete the same and shall pay that portion of the costs thereof in excess of the amount of said Net Proceeds or shall advance to the Issuer and the Trustee the moneys necessary to complete said work, in which case the Issuer shall proceed so to complete the work. The City shall not, by reason of the payment of such excess costs (whether by direct payment thereof or advances to the Issuer or Trustee), be entitled to any reimbursement from the Issuer or any diminution in or postponement or abatement of the amounts payable under Section 5.2.

Any balance of said Net Proceeds remaining after payment of all the costs of such replacement, repair, rebuilding or restoration shall be paid into the Bond Fund. If payment in full of the Bonds has been made, all Net Proceeds shall be paid to the City.

SECTION 6.3. **Cooperation with City.** Issuer shall cooperate fully with City at the expense of City in filing any proof of loss with respect to any insurance policy covering the casualties described in Section 6.1 hereof and will, to the extent it may lawfully do so, permit City to litigate in any proceeding resulting therefrom in the name of and on behalf of Issuer. In no event will Issuer voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Project or any part thereof without the written consent of Authorized City Representative.

ARTICLE VII
SPECIAL COVENANTS

SECTION 7. 1. **No Warranty of Condition or Suitability by Issuer.** Issuer makes no warranty, either express or implied, as to the Project or the condition thereof, or that the Project will be suitable for the purposes or needs of the City.

SECTION 7.2. **Inspection of the Project.** City agrees that Issuer and its duly authorized agents shall have the right at all reasonable times during business hours of City to enter upon the Project and to examine and inspect the Project. City further agrees that Issuer and its duly authorized agents shall have such rights of access to the Project as may be reasonably necessary for the proper maintenance of the Project in the event of failure by City to perform its obligations under Section 5.5 hereof. Issuer and its duly authorized agents shall also be permitted, at all reasonable times during business hours of City, to examine the books, records, reports and other papers of City with respect to the Project.

SECTION 7.3. **Further Assurances and Corrective Instruments.** Issuer and City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for correcting any inadequate or incorrect description of the Project hereby sold or intended so to be for carrying out the expressed intention of this Agreement.

SECTION 7.4. **Issuer and City Representatives.** Whenever under the provisions of this Agreement the approval of Issuer or City is required or Issuer or City is required to take some action at the request of the other, such approval or such request shall be given for Issuer by Issuer Representative and for City by City Representative and any party hereto shall be authorized to act on any such approval or request.

SECTION 7.5. **Arbitrage Covenant.** The City covenants and agrees with the Issuer for the benefit of the holders of the Bonds that (i) the proceeds of the Bonds will be used as set forth in Section 4.02 of the Indenture; (ii) it will not permit any proceeds of the Bonds to be invested in such a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable regulations proposed or promulgated thereunder as of the date of such investment; (iii) it will comply with the requirements of Section 148(f) of the Code and the regulations promulgated thereunder and will pay on behalf of Issuer rebate, if any, required to be paid by Issuer; and (iv) it will expend the proceeds of the Series

2020 Bonds in compliance with the applicable provisions of Section 141 to 149, inclusive, of the Code.

SECTION 7.6. **Granting of Easements.** If no event of default shall have happened and be continuing, after obtaining the written consent of Issuer, City may at any time or times, grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the real property comprising the Project, or City may, after obtaining the written consent of Issuer, release existing easements, licenses, rights of way and other rights and privileges with or without consideration, and Issuer agrees that it shall execute and deliver and will cause and direct execution and delivery of any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way or other grant or privilege upon receipt of: (1) a copy of the instrument of grant or release, (2) a written application signed by Authorized City Representative requesting such instrument and stating (i) that such grant or release is not detrimental to the proper conduct of the business of City, and (ii) that such grant or release will not impair the effective use of, or interfere with the operation of, the Project, and (3) an opinion of City's counsel that such grant or release will not materially weaken, diminish or impair the security afforded by or under the Indenture.

SECTION 7.7. **Release of Certain Land.** Notwithstanding any other provisions of this Agreement, the parties hereto reserve the right, at any time and from time to time, to amend this Agreement for the purpose of effecting the release of and removal from this Agreement of (i) any unimproved part of the real estate comprising part of the Project (on which no Facilities building or other building or equipment owned by Issuer and essential to the continued operation of the Project is situated) or (ii) any part of the Land with respect to which Issuer and City would propose to convey fee title to a railroad, public utility or public body in order that railroad service, utility services or roads may be provided for the Project.

SECTION 7.8. **Continuing Disclosure Certificate.** The City hereby covenants and agrees that it will, to the extent allowed by applicable law, comply with and carry out all provisions of the Continuing Disclosure Certificate to be executed by the City and dated as of the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with its terms (the "Disclosure Certificate"). Notwithstanding any other provision of this Agreement, failure of the City to comply with the Disclosure Certificate shall not be considered a default hereunder, and under no circumstances shall such failure affect the validity or the security for the payment of the Bonds. It is expressly provided, however, that any beneficial owner of the Bonds may take such action, to the extent and in such manner as may be allowed by applicable law, as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section. The cost to the City of performing its obligations set forth in this Section shall be paid solely from the funds lawfully available for such purpose.

SECTION 7.9. **Use of Proceeds and Specific Tax Covenant.** The Series 2020 Bonds are being issued by Issuer in compliance with the conditions necessary for interest income on the Series 2020 Bonds to be excluded from gross income for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code relating to obligations of the State or political subdivisions thereof. It is the intention of Issuer and the City that the interest on the Series 2020 Bonds be and remain excludable from gross income for federal income tax purposes, and, to that end, the City hereby covenants with the holders of the Series 2020 Bonds that:

(a) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax exempt status of interest on the Series 2020 Bonds under Section 103 of the Code.

(b) It will not directly or indirectly use or permit the use of any of the proceeds of the Series 2020 Bonds or take or omit to take any action in a way that would cause the Series 2020 Bonds to be (i) "private activity bonds" within the meaning of Section 141 of the Code or (ii) obligations which are "federally guaranteed" within the meaning of Section 149(b) of the Code.

(c) It will not directly or indirectly use or permit the use of any proceeds of the Series 2020 Bonds or any other funds of the City or take or omit to take any action that would cause the Series 2020 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the City will comply with all requirements of Section 148 of the Code and any regulations promulgated thereunder to the extent applicable to the City. In the event that at any time the City or Issuer is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held under the Indenture, Issuer and the City shall take such action as may be necessary to effect the same.

(d) During the Agreement Term, the City shall restrict the extent and nature of the use of the Project deemed to be financed with proceeds of the Series 2020 Bonds for "private business use" as said term is defined in Section 141 of the Code so as to preserve the exclusion for federal income tax purposes applicable to the interest paid on the Series 2020 Bonds.

ARTICLE VIII
ASSIGNMENT, INDEMNIFICATION, MORTGAGING AND SELLING

SECTION 8.1. **Assignment.** This Agreement may not be assigned by City without the prior written consent of Issuer and Trustee. Any such assignment shall be subject to each of the following conditions:

(a) No assignment shall relieve the City from primary liability for any obligations hereunder, and in the event of any such assignment City shall continue to remain primarily liable for payment of the amounts specified in Section 5.2 hereof and for performance and observance of the other agreements on its part herein provided to be performed and observed by City to the same extent as though no assignment had been made.

(b) City shall, upon the request by Issuer or Trustee, furnish or cause to be furnished to Issuer and the Trustee a true and complete copy of each assignmen.

Consent by the Issuer and Trustee to one or more assignments shall not operate as a waiver of the obligation of obtaining their consent to any subsequent assignment.

SECTION 8.2. **Release and Indemnification Covenants.** To the extent permitted by law, City shall and hereby agrees to indemnify and save Issuer and the Trustee harmless against and from all claims, actions, proceedings, expenses, judgments, damages, penalties, fines, liabilities or other costs (including without limitation attorney's fees) relating to, resulting from or in connection with (i) any condition of the Project, (ii) any act, omission, breach or default on the part of City in the performance of any of its obligations under this Agreement, (iii) any act, omission or negligence of City or of any of its agents, contractors, servants, employees or licensees, (iv) any act, omission or negligence of any assignee or sublessee of City, or of any agents, contractors, servants, employees or licensees of any assignees or sublessees of City, or (v) the issuance, sale and administration of the Bonds. City shall indemnify and save Issuer and the Trustee harmless from any such claim arising as aforesaid from (i), (ii), (iii), (iv) and (v) above, or in connection with any action or proceeding brought thereon, and upon notice from Issuer or Trustee, City shall defend them or any of them in any such action or proceeding. In any such defense, City will use legal counsel reasonably satisfactory to Issuer and Trustee. The provisions of this Section 8.2 shall survive the termination of this Agreement.

SECTION 8.3. **Assignment of Interest in Agreement by Issuer.** Issuer shall assign its right, title and interest in, and all payments and revenues under, this Agreement to the Trustee by the Indenture as security for payment of the amounts payable under the Bonds. This Agreement shall be subject and subordinate to the Indenture.

SECTION 8.4. **Restrictions on Mortgage or Sale of Facilities by Issuer.** Issuer agrees that, except for any assignment or pledge of its interest in the payments hereunder to the Trustee pursuant to the Indenture and release pursuant to Section 7.7 hereof, Issuer will not mortgage, sell, assign, transfer or convey the Project or any portion thereof during the Agreement Term.

SECTION 8.5. **Installation of City's Own Machinery.** City may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in the Project or on the real property comprising the Project. All such machinery, equipment and other tangible property shall remain the sole property of City in which Issuer shall have no interest.

SECTION 8.6. **References to Bonds Ineffective After Bonds Paid.** Upon payment in full of the Bonds and all fees and charges of the Trustee, all references in this Agreement to the Bonds and Bondholders and Trustee shall be ineffective and neither the

Bondholders nor Trustee shall thereafter have any further rights hereunder, saving and excepting those that shall have theretofore vested.

SECTION 8.7. **Redemption of Bonds.** The Issuer or the Trustee, at the request at any time of the City and if the same are then redeemable, shall forthwith take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect redemption of all or any portion of the Bonds, as may be specified by the City, on the earliest applicable redemption date on which such redemption may be made under such applicable provisions. As long as the City is not in default hereunder and the Issuer is not obligated to call Bonds pursuant to the terms of the Indenture, neither the Issuer nor the Trustee shall redeem any Bond prior to its respective stated maturity unless requested to do so in writing by the City.

SECTION 8.8. **Prepayment of Payments Hereunder.** There is expressly reserved to the City the right, and the City is authorized and permitted, at any time it may choose, so long as it is not in default hereunder, to prepay all or any part of the payments payable under Section 5.2, and the Issuer agrees that the Trustee may accept such prepayment when the same is tendered by the City. All prepaid payments shall be credited on the payments specified in Section 5.2 in the chronological order of their due dates, or at the election of the City shall be used for the redemption or purchase of Bonds in the manner and to the extent provided in the Indenture.

SECTION 8.9. **Payment Abatements If Bonds Paid Prior to Maturity.** If at any time the moneys in the Bond Fund are sufficient to retire, in accordance with the terms of the Indenture, all of the outstanding Bonds and to pay all fees and charges of the Trustee due or to become due through the date on which the last of the Bonds is to be retired, under circumstances not resulting in termination of the Agreement Term, and if the City is not at the time otherwise in default hereunder, the City shall be entitled to abate the payment of amounts owed under Section 5.2 hereof.

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. **Events of Default Defined.** The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by City to pay the amounts required to be paid under Section 5.2 hereof at the time specified therein and the continuation of said failure for a period of two (2) business days;

(b) Failure by City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied given to City by Issuer, unless Issuer shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Issuer will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by City within the applicable period and diligently pursued until the default is corrected; or

(c) An “event of default” shall have occurred under the Indenture.

The foregoing provisions of subsection (b) of this Section are subject to the foregoing limitations: if by reason of Force Majeure City is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of the City contained in Article V hereof, City shall not be deemed in default during the continuance of such inability.

SECTION 9.2. **Remedies on Default.** Whenever any event of default referred to in Section 9.1 hereof shall have happened and be continuing, the Issuer, or the Bondholders as provided in the Indenture, may take any one or more of the following remedial steps:

(a) The Issuer or the Bondholders may seek the appointment of a receiver for the Project;

(b) The Issuer or the Bondholders may require the City to furnish copies of all books and records of the City pertaining to the Project;

(c) The Issuer or the Bondholders may take whatever action at law or in equity may appear necessary or desirable to collect the amounts payable under Section 5.2 then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement; and

(d) The Issuer or the Bondholders may exercise any remedies provided for in the Indenture or under the Revenue Bond Law.

Any amounts collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if payment in full of the outstanding Bonds has been made (or provision for payment thereof has been made in accordance with the provisions of the Indenture), to the City.

SECTION 9.3. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Issuer is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article. Such rights and remedies as are given to the Issuer hereunder shall also extend to the Trustee, and the Trustee, subject to the provisions of the Indenture, shall be entitled to the benefit of all covenants and agreements herein contained.

SECTION 9.4. **Agreement to Pay Attorneys' Fees and Expenses.** In the event City should default under any of the provisions of this Agreement and Issuer or Trustee should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement or performance or observance of any obligation or agreement on the part of City herein contained, City agrees that it will on demand therefor pay to Issuer and Trustee the reasonable fees of such attorneys and such other reasonable expenses so incurred by Issuer.

SECTION 9.5. **No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X
OPTIONS IN FAVOR OF CITY; OBLIGATION TO PURCHASE

SECTION 10.1. **Options to Terminate the Agreement Term.** City shall have the following options to terminate the Agreement Term:

(a) before payment in full of the Bonds, City may terminate the Agreement Term by giving Issuer notice in writing of such termination and by paying to the Trustee an amount of money which, when added to the moneys in the Bond Fund, will be sufficient to pay, retire and redeem all of the outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal, interest to maturity or-earliest applicable redemption date, as the case may be, redemption premium, if any, expenses of redemption and the Trustee's and paying agent's fees and expenses), and, in case of redemption, making arrangements satisfactory to the Trustee for the giving of the required notice of redemption; or

(b) after payment in full of the Bonds, City may terminate the Agreement Term by giving Issuer notice in writing of such termination and such termination shall forthwith become effective.

SECTION 10.2. **Obligation to Purchase Facilities.** City agrees to purchase, and Issuer agrees to sell, the Project for Ten Dollars ($10.00) at the expiration or sooner termination of the Agreement Term following payment in full of the Bonds. The obligation specified in this Section shall be and remain prior and superior to the Indenture and may be exercised whether or not there exists an event of default hereunder provided that the existence of such event of default will not result in nonfulfillment of any condition to this obligation.

SECTION 10.3. **Conveyance on Purchase.** At the closing of the purchase pursuant to Section 10.2, Issuer will upon receipt of the purchase price deliver to City the following:

(a) if at such time the Indenture has not been satisfied in full, a release by the Trustee from the lien or security interest, if any, of the Indenture in the property with respect to which such purchase is being consummated; and

(b) documents conveying to City good and marketable fee simple title in and to the property with respect to which such purchase is being consummated, as such property then exists, subject to the following: (i) those liens, security interests and encumbrances (if any) to which such title in and to said property was subject when conveyed to Issuer, (ii) those liens, security interests and encumbrances created by City or to the creation or suffering of which City consented, (iii) those liens, security interests and encumbrances resulting from the failure of City to perform or observe any of its agreements contained herein, and (iv) Permitted Encumbrances other than the Indenture.

ARTICLE XI
MISCELLANEOUS

SECTION 11.1. **Agreement Term.** This Agreement shall become effective upon its execution and delivery and the Agreement Term shall then begin, and, subject to the other provision hereof (including particularly Article X), shall expire at midnight __________, 20___, or if at said time and on said date all of the Bonds have not been paid in full, then on such date as such payment shall have been made.

SECTION 11.2. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows:

If to Issuer:	Gainesville and Hall County Development Authority P. O. Box 3280 Gainesville, Georgia 30503 Attention: Chairman
If to City:	City of Flowery Branch, Georgia P. O. Box 99 Flowery Branch, Georgia 30566 Attention: Mayor
If to Trustee:	Regions Bank 1180 West Peachtree Street, Suite 1200 Atlanta, GA 30309 Attention: Corporate Trust Department

Issuer, Trustee and City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 11.3. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Issuer and City and their respective successors and assigns, subject, however, to the limitations contained in Sections 8.1, 8.3 and 8.4 hereof.

SECTION 11.4. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.5. **Amendments, Changes and Modifications.** Subsequent to the issuance of the Bonds and prior to their payment in full, and except as otherwise expressly provided in the Indenture, this Agreement may not be effectively amended, changed, modified, altered or terminated.

SECTION 11.6. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.7. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 11.8. **Limit of Validity.** If from any circumstances whatsoever fulfillment of any provision of this Agreement, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Agreement that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity.

SECTION 11.9. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

IN WITNESS WHEREOF, Issuer and City have executed this Agreement in their respective corporate names with their respective authorized officers. All of the above occurred as of the date first above written.

AS TO SELLER, signed, sealed and delivered in the presence of:	**GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY**
______________________________ Unofficial Witness	By: ______________________________ Chairman
______________________________ Notary Public	Attest: ______________________________ Secretary
(NOTARY SEAL)	(CORPORATE SEAL)

(SIGNATURES CONTINUED ON NEXT PAGE)

AS TO THE CITY, signed, sealed and delivered in the presence of:	**CITY OF FLOWERY BRANCH, GEORGIA**
______________________________ Unofficial Witness	By:______________________________ Mayor
______________________________ Notary Public	Attest:___________________________ City Clerk
(NOTARY SEAL)	(CORPORATE SEAL)

EXHIBIT "A"

DESCRIPTION OF THE PROJECT

1. The acquisition, construction and equipping of a public park, to be known as "Town Green Park," and all related facilities located on the following described property:

All that tract or parcel of land lying and being in Land Lot 112 of the 8th Land District, City of Flowery Branch, Hall County, Georgia, shown and delineated on a plat prepared by D. Keith Kilby, a Georgia Registered Land Surveyor; entitled, Survey For City of Flowery Branch; dated August 15, 2018; containing 0.453 acres and recorded in Plat Book 00876, Page 00077, of the Hall County Plat Records. Being described as follows:

Beginning at a number six rebar located at the right-of-way intersection of Mitchell Street (having a forty foot right-of-way), and Pine Street (having a forty five foot right-of-way); this being the True Point of Beginning; thence continuing along the right-of-way of Pine Street South 55 degrees 12 minutes 49 seconds East a distance of 208.30 feet to a point located at the right-of-way intersection of Pine Street (having a forty five foot right-of-way) and Church Street (having a forty foot right-of-way); thence continuing along the right-of-way of Church Street South 35 degrees 01 minutes 24 seconds West a distance of 96.44 feet to a point located on the right-of-way of Church Street, said point being North 55 degrees 02 minutes 21 seconds West a distance of 20.0 feet from a P/K nail located in the centerline of Church Street; thence leaving said right-of-way and running North 55 degrees 02 minutes 21 seconds West a distance of 202.09 feet along the lands now or formerly owned by Saint Clair Properties, LLC to a point located on the right-of-way of Mitchell Street (having a forty foot right-of-way), said point being South 55 degrees 02 minutes 21 seconds East a distance of 1.33 feet from a one-inch pipe located inside the right-of-way of Mitchell Street; thence continuing along the right-of-way of Mitchell Street North 31 degrees 18 minutes 49 seconds East a distance of 96.00 feet to a number six rebar located at the right-of-way intersection of Mitchell Street (having a forty foot right-of-way) and Pine Street (having a forty five foot right-of-way; which is the Point of Beginning.

2. The acquisition, construction and equipping of a public park, to be known as "Farmer's Market Pavilion Park," and all related facilities, including a pavilion, located on the following described property:

All that tract or parcel of land lying, situate and being in Land Lot 112, 8th District, City of Flowery Branch, Hall County, Georgia, being more fully shown on a survey for "Lee W. and Virginia Ann Bock," dated January 22, 1990, prepared by Henry Grady Jarrard, Georgia Registered Land Surveyor, being recorded in Plat Book 140, page 218, Hall County, Georgia Plat Records, and being more particularly described as follows:

BEGINNING at an iron pin located on the Western right-of-way of Railroad Avenue, said iron pin being located 207.0 feet as measured in a Northerly direction from the intersection of the

Western right-of-way of Railroad Avenue with the centerline of Martin Street; thence from said beginning iron pin running North 53 degrees 29 minutes 40 seconds West 139.50 feet to an iron pin; thence North 36 degrees 00 minutes 00 seconds East 128 feet to an iron pin; thence South 53 degrees 24 minutes 41 seconds East 133.50 feet to an iron pin located on the Western right-of-way of Railroad Avenue; thence South 33 degrees 18 minutes 50 seconds West 128 feet along said right-of-way of Railroad Avenue; thence South 33 degrees 18 minutes 50 seconds West 128 feet along said right-of-way to the beginning iron pin.

3. The acquisition, construction and installation of sidewalks, public parking, street lights, benches, trees and other decorative landscaping (collectively, the "Streetscapes") located on the following described easement:

A non-excusive perpetual right, privilege and easement upon, over, through, across, in and under (i) the section of Main Street between the intersection of Main Street and Church Street and the intersection of Main Street and Railroad Avenue, (ii) the section of Railroad Avenue between the intersection of Railroad Avenue and Main Street and the intersection of Railroad Avenue and Knight Drive, (iii) the section of Pine Street between the intersection of Pine Street and Gainesville Street and the intersection of Pine Street and Mitchell Street, (iv) and the section of Mitchell Street between the intersection of Mitchell Street and Main Street and the intersection of Mitchell Street and Pine Street, in the City of Flowery Branch, Hall County, Georgia (collectively, the "Streetscape Easement Area"), for the construction and installation of Streetscapes.

4. Street lights, benches, trees, prefabricated bridges, and other fixtures which shall be installed on the above described real property and easements as part of the construction, installation and equipping of Town Green Park, Farmer's Market Pavilion Park and the pavilion located therein and the Streetscapes.

910646-2

EXHIBIT "A"

DESCRIPTION OF THE PROJECT

1. The acquisition, construction and equipping of a public park, to be known as "Town Green Park," and all related facilities located on the following described property:

All that tract or parcel of land lying and being in Land Lot 112 of the 8th Land District, City of Flowery Branch, Hall County, Georgia, shown and delineated on a plat prepared by D. Keith Kilby, a Georgia Registered Land Surveyor; entitled, Survey For City of Flowery Branch; dated August 15, 2018; containing 0.453 acres and recorded in Plat Book 00876, Page 00077, of the Hall County Plat Records. Being described as follows:

Beginning at a number six rebar located at the right-of-way intersection of Mitchell Street (having a forty foot right-of-way), and Pine Street (having a forty five foot right-of-way); this being the True Point of Beginning; thence continuing along the right-of-way of Pine Street South 55 degrees 12 minutes 49 seconds East a distance of 208.30 feet to a point located at the right-of-way intersection of Pine Street (having a forty five foot right-of-way) and Church Street (having a forty foot right-of-way); thence continuing along the right-of-way of Church Street South 35 degrees 01 minutes 24 seconds West a distance of 96.44 feet to a point located on the right-of-way of Church Street, said point being North 55 degrees 02 minutes 21 seconds West a distance of 20.0 feet from a P/K nail located in the centerline of Church Street; thence leaving said right-of-way and running North 55 degrees 02 minutes 21 seconds West a distance of 202.09 feet along the lands now or formerly owned by Saint Clair Properties, LLC to a point located on the right-of-way of Mitchell Street (having a forty foot right-of-way), said point being South 55 degrees 02 minutes 21 seconds East a distance of 1.33 feet from a one-inch pipe located inside the right-of-way of Mitchell Street; thence continuing along the right-of-way of Mitchell Street North 31 degrees 18 minutes 49 seconds East a distance of 96.00 feet to a number six rebar located at the right-of-way intersection of Mitchell Street (having a forty foot right-of-way) and Pine Street (having a forty five foot right-of-way; which is the Point of Beginning.

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BEGINNING at an iron pin located on the Western right-of-way of Railroad Avenue, said iron pin being located 207.0 feet as measured in a Northerly direction from the intersection of the

Western right-of-way of Railroad Avenue with the centerline of Martin Street; thence from said beginning iron pin running North 53 degrees 29 minutes 40 seconds West 139.50 feet to an iron pin; thence North 36 degrees 00 minutes 00 seconds East 128 feet to an iron pin; thence South 53 degrees 24 minutes 41 seconds East 133.50 feet to an iron pin located on the Western right-of-way of Railroad Avenue; thence South 33 degrees 18 minutes 50 seconds West 128 feet along said right-of-way of Railroad Avenue; thence South 33 degrees 18 minutes 50 seconds West 128 feet along said right-of-way to the beginning iron pin.

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A non-excusive perpetual right, privilege and easement upon, over, through, across, in and under (i) the section of Main Street between the intersection of Main Street and Church Street and the intersection of Main Street and Railroad Avenue, (ii) the section of Railroad Avenue between the intersection of Railroad Avenue and Main Street and the intersection of Railroad Avenue and Knight Drive, (iii) the section of Pine Street between the intersection of Pine Street and Gainesville Street and the intersection of Pine Street and Mitchell Street, (iv) and the section of Mitchell Street between the intersection of Mitchell Street and Main Street and the intersection of Mitchell Street and Pine Street, in the City of Flowery Branch, Hall County, Georgia (collectively, the "Streetscape Easement Area"), for the construction and installation of Streetscapes.

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910646-2

BOND RESOLUTION

A RESOLUTION OF THE
GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY
AUTHORIZING, INTER ALIA, THE ISSUANCE OF

NOT TO EXCEED $5,000,000
IN AGGREGATE PRINCIPAL AMOUNT OF
GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY
REVENUE BONDS
(CITY OF FLOWERY BRANCH OLD TOWN PROJECT),
SERIES 2020

Adopted ___________, 2020

Exhibit "A"	**Installment Sale Agreement, dated as of March 1, 2020**
Exhibit "B"	**Trust Indenture, dated as of March 1, 2020**

BOND RESOLUTION

WHEREAS, the Gainesville and Hall County Development Authority (the "Issuer") has been created by and under amendments to the Constitution of the State of Georgia (Ga. Laws 1964, page 866, et seq.; Ga. Laws 1986, page 4328, et seq.), duly ratified and proclaimed, and an act of the General Assembly of the State of Georgia (Ga. Laws 1964, page 2282, et seq.), as amended (collectively, the "Act"); and

WHEREAS, the Issuer was created for the purpose of promoting and expanding for the public good and welfare industry and trade within the City of Gainesville and Hall County, Georgia, and reducing unemployment to the greatest extent possible in Hall County, Georgia (the "County"), and the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer and otherwise in accordance with the applicable provisions of the Revenue Bond Law (O.C.G.A. §36-82-60 et seq., as amended) (the "Revenue Bond Law"), in furtherance of the public purpose for which it was created; and

WHEREAS, the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer, in furtherance of the public purpose for which it was created; and

WHEREAS, pursuant to the Act, the Issuer is authorized to undertake any "project" that is for any industrial, commercial, business, office, parking, public or other use, provided that the Issuer determines that the project and such use thereof would further the public purpose of the development of trade, commerce, industry and employment opportunities within Hall County; and

WHEREAS, pursuant to the Revenue Bond Law, the Issuer has the power to undertake, construct, maintain and operate any "undertaking" and to issue and sell revenue bonds for the purpose of raising funds for the payment, in whole or in part, of the cost of any "undertaking" of the Issuer; and to exercise all the rights, powers and privileges, and be subject to all the duties and liabilities, which a local government may exercise and/or be subject to under the provisions of the Revenue Bond Law; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parks and playgrounds; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parking areas and public parking buildings; and

WHEREAS, the City of Flowery Branch, Georgia (the "City") is located in Hall County, Georgia; and

WHEREAS, the City desires to improve its historic downtown center, colloquially known as "Old Town," in order to attract investment, development and growth, which will in turn create employment opportunities for its citizens; and

WHEREAS, the City desires to (i) acquire, construct, and equip certain parks, streetscapes, and public parking facilities on real property the City now owns, or may hereafter acquire, in Old Town, and (ii) to enhance certain existing parks, streets, sidewalks, and parking facilities in Old Town (collectively, the "Project"); and

WHEREAS, the City has requested that the Issuer assist in the financing of the Project; and

WHEREAS, the Issuer has been advised by the City that the estimated amount necessary to finance the Project, including expenses incidental thereto, is **[$5,000,000]**, and the Issuer has determined that the most feasible method of accomplishing said financing is through the issuance, sale and delivery of its revenue bonds in the aggregate principal amount of $5,000,000 in order to acquire and finance the Project; and

WHEREAS, the Issuer has determined that such revenue bonds should be issued in one series denoted as "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020" (the "Series 2020 Bonds" or the "Bonds"); and

WHEREAS, after careful study and investigation the Issuer, in furtherance of the public purpose for which it was created, has agreed to issue the Bonds to finance the proposed acquisition, construction and equipping of the Project; and

WHEREAS, the Issuer has agreed to acquire, construct and equip the Project and then sell the Project to the City; and

WHEREAS, the Issuer proposes to enter into an installment sale agreement, dated as of March 1, 2020 (the "Agreement"), with the City under the terms of which the Issuer has agreed to sell the Project to the City, and the City has agreed to pay the Issuer purchase payments sufficient to pay the principal of, redemption premium (if any), and interest on the Bonds as the same become due and payable; and

WHEREAS, the Project constitutes a project as that term is defined in the Act that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer, and the Project constitutes an "undertaking" under the Revenue Bond Law that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer; and

WHEREAS, the Issuer has found and does hereby declare that the issuance of the Bonds by the Issuer for the purpose of financing the acquisition, construction and equipping of the Project by the Issuer, and the payment of all costs of issuance of the Bonds (hereinafter sometimes referred to collectively as the "Undertaking") will achieve the lawful and valid public purpose for which the Issuer was created in that it will encourage and promote industry and trade in Hall County and will help reduce unemployment within Hall County; and

WHEREAS, the City has determined by resolution duly adopted on __________, 2020, that the issuance of the Bonds by the Issuer for the purpose of financing the Undertaking will achieve such lawful and valid public purpose for the benefit of the citizens of the City of Flowery Branch and the inhabitants thereof; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the Issuer for the sale to the City of the Project; and

WHEREAS, the Issuer, as permitted under the Act, has the power to acquire, construct and equip the Project and sell the Project to the City; and

WHEREAS, the Issuer proposes to authorize the issuance of the Bonds and in order to secure the payment of the Bonds proposes to authorize the execution and delivery of a Trust Indenture, dated as of March 1, 2020, between the Issuer and Regions Bank, as trustee (the "Indenture"), and the pledging of the revenues of the Issuer from the Project, which are primarily the payments to be made by the City pursuant to Section 5.2 of the Agreement, in accordance with the terms and provisions thereof; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

Section 2. Findings. It is hereby ascertained, determined and declared that:

(a) the Undertaking and the Project will achieve a lawful and valid public purpose for which the Issuer was created in that the Undertaking and the Project will encourage and promote industry and trade in Hall County and will help reduce unemployment within Hall County; and

(b) the payments to be received by the Issuer under the Agreement will be sufficient to pay the principal of, and the interest on, the Bonds as the same become due; and

(c) the Bonds will constitute only limited obligations of the Issuer and will be payable solely from the specific payments and revenues derived by the Issuer under the Agreement to be assigned and pledged to the payment thereof and will not constitute a debt or a general obligation or a pledge of the faith and credit of the State of Georgia, Hall County, the City of Gainesville, or any political subdivision of the State of Georgia, and will not directly, indirectly, or contingently obligate said State, County, City or other political subdivision of the State of Georgia to levy or to pledge any form of taxation whatever for the payment thereof. Notwithstanding the foregoing, the City's obligation to make the payments required under the Agreement is a general obligation of the City for which it shall be required to levy taxes to make the payments as set forth in the Agreement.

Section 3. Use of Proceeds. The proceeds of the Series 2020 Bonds shall be deposited into a Project Fund to be created under the terms of the Indenture and used to pay the costs of the Project and to pay the costs and expenses of issuance of the Series 2020 Bonds.

Section 4. Authorization of Series 2020 Bonds. For the purposes set forth above, the issuance of the Series 2020 Bonds is hereby approved. The Series 2020 Bonds shall be in one or more series in the aggregate principal amount not exceeding $5,000,000 to be denoted as "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020." The Series 2020 Bonds shall be dated the date of issuance and delivery thereof, shall be initially issued in book-entry only form as fully registered bonds without coupons, shall be in the denomination of $5,000 or any integral multiple of $5,000 in excess thereof, shall be transferable to subsequent owners as therein provided, shall be numbered R-1 upward, shall bear interest at rates not exceeding 5.0% per annum, all interest payable semiannually on April 1 and October 1 in each year, commencing October 1, 2020, and shall have a final principal maturity date not later than April 1, 2039. The highest combined annual principal and interest requirements on the Series 2020 Bonds in any year shall not exceed $____________.

Prior to the issuance of the Series 2020 Bonds, the Authority will adopt a Supplemental Bond Resolution, which Supplemental Bond Resolution will specify the aggregate principal amount of the Series 2020 Bonds, the principal amount of the Series 2020 Bonds to mature in each year and the interest rate or rates of each maturity of the Series 2020 Bonds. The form of the Series 2020 Bonds and the provisions for dating, execution, authentication, payment, registration and redemption (optional and mandatory) shall be as set forth in the Trust Indenture hereinafter authorized and approved.

Section 5. Authorization of Agreement. The execution, delivery and performance of the Agreement is hereby authorized and approved. The Agreement shall be in substantially the form attached hereto as **Exhibit "A"** and the Chairman of the Issuer is authorized to sign the Agreement in the name of and on behalf of the Issuer, subject to such minor changes, insertions and omissions as may be approved by said Chairman. The execution of the Agreement by said Chairman shall be conclusive evidence of the approval of any such minor changes, insertions, or omissions. The seal of the Issuer shall be affixed to the Agreement by the Secretary of the Issuer. The Chairman is authorized to deliver the Agreement on behalf of the Issuer.

Section 6. Authorization of Indenture. In order to secure the payment of the principal of and the interest on the Bonds herein authorized, and in order to secure the performance and observance of all the agreements and conditions in the Bonds, the execution, delivery and performance of the Indenture by and between the Issuer and the Trustee be and the same are hereby authorized. The Indenture shall be in substantially the form attached hereto as **Exhibit "B,"** subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Indenture by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer as hereby authorized shall be conclusive evidence of such approval.

Section 7. Designation of Trustee. The Issuer hereby designates Regions Bank, Atlanta, Georgia, to serve as Trustee under the Indenture and as Paying Agent and Bond Registrar for the Bonds.

Section 8. Execution of Bonds. The Bonds shall be executed in the manner provided in the Indenture and the same shall be delivered to the Trustee for proper authentication and delivery to the purchaser or purchasers thereof with instructions to that effect as provided in the Indenture. Anything herein or in the Indenture to the contrary notwithstanding, the Vice Chairman of the Issuer is hereby authorized to execute the Bonds in the event of the absence or incapacity of the Chairman of the Issuer, and any Assistant Secretary of the Issuer is hereby authorized to attest the Bonds in the absence or incapacity of the Secretary of the Issuer.

Section 9. Validation of Bonds. In order to effect the issuance of the Bonds, the proceeds of which shall be used for the purposes hereinabove stated, and pursuant to the Constitution and laws of the State of Georgia, the Chairman or the Vice Chairman of the Issuer is hereby authorized and directed to conduct any necessary public hearings, to immediately notify the District Attorney of the Northeastern Judicial Circuit of the action taken by the Issuer, and to request said District Attorney to institute proper proceedings to confirm and validate the Bonds and to pass upon the security therefor, and said Chairman or Vice Chairman and Secretary or Assistant Secretary are further authorized to acknowledge service, make answer in such proceedings and take any and all further action and execute and deliver any and all other documents as may be necessary to effect the validation, issuance and delivery of the Bonds.

Section 10. Non-Arbitrage Certification. Any officer of the Issuer is hereby authorized to execute a non-arbitrage certification in order to comply with Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Income Tax Regulations thereunder.

Section 11. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Agreement or the Indenture shall be deemed to be a stipulation, obligation or agreement of any officer, member, agent or employee of the Issuer in his individual capacity, and no such officer, member, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 12. [Reserved].

Section 13. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, members, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things, and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Bonds and the execution and delivery of the Indenture and the Agreement.

The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized and directed to prepare and furnish to the purchaser or purchasers, when the Bonds are issued, certified copies of all the proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer as to the truth of all statements.

Section 14. Waiver of Performance Audit and Performance Review. The Issuer hereby waives the provisions of O.C.G.A. Section 36-82-100 requiring that a performance audit or performance review be conducted with respect to the Bonds. The notice of the hearing to validate the Bonds shall contain a specific waiver expressly stating that no performance audit or performance review shall be conducted with respect to the Bonds.

Section 15. Actions Approved and Confirmed. All acts and doings of officers of the Issuer which are in conformity with the purposes and intents of this Bond Resolution and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Indenture and the Agreement, shall be, and the same hereby are, in all respects approved and confirmed.

Section 16. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof or of the Bonds authorized hereunder.

Section 17. Repealing Clause. All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 18. Effective Date. This Bond Resolution shall take effect immediately upon its adoption.

ADOPTED this ____ day of ____________, 2020.

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By:____
Chairman

Attest:_____________________________________
Secretary

(CORPORATE SEAL)

SECRETARY'S CERTIFICATE

I, T. Treadwell Syfan, Secretary of the Gainesville and Hall County Development Authority (the "Issuer"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to $5,000,000 in aggregate principal amount of Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020, constitute a true and correct copy of the Bond Resolution unanimously adopted on _______________, 2020, by the members of the Issuer in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Bond Resolution appears of record in the Minute Book of the Issuer which is in my custody and control.

Given under my hand and seal of the Gainesville and Hall County Development Authority, this ____ day of _______________, 2020.

____
Secretary, Gainesville and Hall County
Development Authority

(CORPORATE SEAL)

910495-1

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Discussion - 8% Hotel Motel Tax

COUNCIL MEETING DATE: January 16, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
No action necessary - Discussion only

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

-

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - Winterset Land Exchange Agreement

COUNCIL MEETING DATE: January 16, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve as presented

SAMPLE MOTION:
I make a motion to approve the real property exchange agreement with Winterset Holdings, LLC, and authorize the Mayor to execute the necessary documents.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- Real Property Exchange Agreement 12 16 20 CLEAN.docx
- EX A Winterset Parcels.pdf
- EX B Flowery Branch Parcel.pdf

REAL PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN WINTERSET HOLDINGS, LLC AND CITY OF FLOWERY BRANCH, GEORGIA

THIS REAL PROPERTY EXCHANGE AGREEMENT ("Agreement") is hereby made and entered into the _____ day of _________________, 2019 ("Effective Date") by and between Winterset Holdings, LLC, a Georgia limited liability company ("Winterset"), and the City of Flowery Branch, Georgia, a Georgia municipal corporation ("Flowery Branch"). Winterset and Flowery Branch may sometimes be collectively referred to herein as the "Parties" and, individually as a "Party."

WHEREAS, Winterset owns approximately 1.19± acres of real property comprised of four parcels located in Flowery Branch, Georgia, commonly known 5410 Chestnut Street, 5405 Mitchell Street, 5304 Church Street and 5314 Church Street (collectively referred to as the "Winterset Parcel"); and

WHEREAS, Flowery Branch owns approximately 1.41± acres of real property located in Flowery Branch, Georgia, commonly known as 5701 Main Street ("Flowery Branch Parcel"); and

WHEREAS, subject to the terms of this Agreement, Winterset and Flowery Branch desire to exchange the Winterset Parcel and Flowery Branch Parcel (the Winterset Parcel and the Flowery Branch Parcel are sometimes referred to separately herein as an "Exchange Parcel," or together as "Exchange Parcels"), together with all rights, title and interests.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Exchange.

   1.1 Winterset agrees to convey and Flowery Branch agrees to accept the Winterset Parcel which contains those certain tracts or parcels of land more particularly described and shown on Exhibit A, which is attached hereto and incorporated herein by reference.

   1.2 Flowery Branch agrees to convey and Winterset agrees to accept the Flowery Branch parcel which contains that certain tract or parcel of land more particularly described and shown on Exhibit B, which is attached hereto and incorporated herein by reference.

2. Appraisals. Each Party shall cause an appraisal of its Exchange Parcel, bear the cost of said appraisal, and shall deliver a copy of said appraisal report in its entirety to the other Party.

3. Purchase Price. The Parties agree that the Exchange Parcels are of at least equal value. In the event the appraised value of the Winterset Parcel is less than the appraised value of the Flowery Branch Parcel, then Flowery Branch may terminate this Agreement by

giving written notice to Winterset, whereupon this Agreement shall automatically terminate and be of no further force and effect.

4. Existing Property Information. Within ten (10) business days from the Effective Date of this Agreement, each Party shall deliver to the other, without warranty, the following documents to the extent in each Party's possession or control and pertaining to the operation or ownership of its Exchange Parcel or any portion thereof:

4.1 Title insurance policies and copies of any instruments or documents evidencing exceptions to coverage under any such policy;

4.2 *Ad valorem* tax bills, tax notices and protests dated within the past three years;

4.3 Rights of third parties in and to the Exchange Parcel or any portion thereof, including copies of any and all leases or other use agreements;

4.4 Notices or correspondence from or to tenants of the Exchange Parcel or public agencies or authorities;

4.5 Results of environmental or engineering investigations or inspections, studies, audits, etc., including, without limitation, written reports, correspondence, and laboratory test results from any testing of materials, soil, water (ground or surface) from or at the Exchange Parcel or from any improvements located thereon; and

4.6 Surveys of the Exchange Parcel.

5. Surveys. Each Party shall obtain a survey of its Exchange Parcel, bear the cost of said survey, and shall deliver a copy of said survey to the other Party. Each survey of the Exchange Parcel shall show the boundaries and state the acreage of the Exchange Parcel rounded to the nearest one-hundredth (1/100th) of an acre. The surveys of the Exchange Parcels shall conclusively determine as between Winterset and Flowery Branch the exact acreage of the Exchange Parcels. Each Party shall have until the date that is thirty (30) days after receipt of the other Party's complete survey signed by the surveyor to examine the survey and title to the Exchange Parcel and to raise any objectionable matter or defect which affects the marketability or insurability of the title to the Exchange Parcel or which adversely affects the use of the Exchange Parcel.

6. Closing. The consummation of the exchange of the Exchange Parcels contemplated under this Agreement ("Closing") shall be held on or before thirty (30) days after the expiration of the Inspection Period. Each Party agrees that Closing may occur at a location mutually agreed upon by the Parties. Normal and customary closing adjustments and pro-rations shall be made only for ad valorem property taxes, insurance, rent and utilities. Each Party agrees to deliver possession of its Exchange Parcel at Closing in an unoccupied condition which is free and clear of any right of possession or claim to right of possession by any third party.

7. Closing Costs. Unless otherwise stated herein, each Party shall bear its own costs including, without limitation, its own attorneys' fees and costs; and the recording and transfer taxes and fees for the Exchange Parcel received by it.

8. Conveyance of Title. Each Party shall convey fee simple title to its Exchange Parcel to the other at Closing pursuant to a recordable limited warranty deed. The title to the Exchange Parcels shall be insurable by any nationally or regionally recognized title insurance company.

9. Inspection Period. Each Party and its employees, agents, representatives and contractors shall up and through April 29, 2020 during which to enter, test, inspect, survey, examine the other's Exchange Parcel, including without limitation any improvements located thereon, in order to determine in its sole discretion, whether the other's Exchange Parcel is suitable for and feasible to develop in accordance with their respective intended development plan, including, without limitation, topographical surveys, soil tests, borings, percolation tests and other tests needed to determine environmental, surface, subsurface and topographic conditions ("Inspection Period"). In the event either Party determines, in its sole and absolute discretion, that the other's Exchange Parcel is not acceptable, that Party shall have the exclusive right and option to terminate this Agreement on or before fourteen (14) days after the expiration of the Inspection Period.

10. Conditions to Closing.

10.1 Winterset's obligation to close shall at all times be conditioned upon the following (unless Winterset waives any such condition in writing):

10.1.1 Flowery Branch's performance of all of its obligations under this Agreement in accordance with the provisions hereof;

10.1.2 The truth and accuracy of Flowery Branch's warranties and representations hereunder;

10.1.3 The absence of any objectionable defect in the survey or title of the Flowery Branch Parcel;

10.1.4 Water and sewer are reasonable accessible to the Flowery Branch Parcel;

10.1.5 A rezoning of and/or variance the Flowery Branch Parcel acceptable to Winterset in its sole and absolute discretion;

10.1.6 A Certificate of Appropriateness from the Flowery Branch Historic Preservation Commission;

10.1.7 Elevations approved by the Flowery Branch City Council; and

10.1.8 A Land Development Permit issued by Flowery Branch.

Should any one or more of the conditions set forth in this subsection 10.1 not be satisfied by the Closing date, then HBG may terminate this Agreement by giving written notice to Flowery Branch, whereupon this Agreement shall automatically terminate and be of no further force and effect.

10.2 Flowery Branch's obligation to close shall at all times be conditioned upon the following (unless Flowery Branch waives any such condition):

10.2.1 Winterset's performance of all of its obligations under this Agreement in accordance with the provisions hereof;

10.2.2 The truth and accuracy of Winterset's warranties and representations hereunder;

10.2.3 The absence of any objectionable defect in the survey or title of the Winterset Parcel;

10.2.4 The approval of the Flowery Branch City Council by vote at a public meeting; and

10.2.5 Compliance with all the requirements set forth in O.C.G.A. § 36-37-6(c).

Should any one or more of the conditions set forth in this subsection 10.2 not be satisfied by the Closing date, then Flowery Branch may terminate this Agreement by giving written notice to Winterset, whereupon this Agreement shall automatically terminate and be of no further force and effect.

11. Parties' Representations. Each Party represents to the other Party that:

11.1 The Party shall have good and marketable fee simple title to the Exchange Parcel at the time of Closing;

11.2 The Party has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated hereby in accordance with its terms;

11.3 To the Party’s knowledge, there are no unrecorded leases, licenses, contracts or agreements of any kind whatsoever affecting the Property or any part thereof except those, if any, set forth in Exhibit C attached hereto and by this reference incorporated herein, all of which are cancelable without cause upon no more than thirty (30) days' written notice.;

11.4 The Party will not extend or modify any of the agreements listed in Exhibit C hereto, as attached and acknowledged by the Party, or enter into any other contracts or agreements of any kind affecting the Exchange Parel or any part thereof after the date of this Agreement which will be binding on the other Party or the Exchange after Closing, without the advance written consent of the other Party, which may be withheld by the Party in its sole discretion;

11.5 The Party knows of no pending or threatened proceedings, including, without limitation, boundary line disputes, which might affect the Exchange Parcel or any part thereof or the Party's title thereto;

11.6 There exists no uncured notice of actual or alleged non-compliance, violation, or default served upon or delivered to the Party by any private or governmental party which might result in any lien upon or claim against the Exchange Parcel or any part thereof or which specifies any violation of law, rule, regulation, ordinance, covenant, condition or restriction with respect to the Exchange or any part thereof;

11.7 To the Party’s knowledge, (i) there is no condition at, on, under or related to the Exchange Parcel presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, (ii) there has been no production, use, treatment, storage, transportation or disposal of any Hazardous Materials (as hereinafter defined) on the Exchange Parcel, and (iii) there has been no release or threatened release of any Hazardous Materials, pollutant or contaminant into, upon or over the Exchange Parcel or any property adjacent thereto or into or upon ground or surface water at the Exchange Parcel or any property adjacent thereto;

11.8 To the Party’s knowledge, no Hazardous Materials are now or ever have been stored on the Exchange Parcel in underground tanks, pits or surface impoundments and there are no polychlorinated biphenol- containing or asbestos-containing materials incorporated into the buildings or interior improvements or equipment that are part of the Exchange Parcel or other assets to be transferred pursuant to this Agreement.

11.9 The Party warrants that there are no facts known to the Party materially affecting the value of the Exchange Parcel which are not readily observable by the other Party or which have not been disclosed in writing to the other Party.

11.10 The Party has provided to the other Party copies of all written notices, or communications of any type which Seller has received concerning the actual or potential presence of Hazardous Materials on the Exchange Parcel, and copies of all reports or investigations in the possession or control of the Party concerning the actual or potential presence of hazardous substances or any Hazardous Materials on the Exchange Parcel. The Party agrees to promptly immediately provide to the other Party copies of all such aforementioned notices and communications received prior to closing.

As used herein, whenever the phrase "the Party's knowledge," or words of similar import are used, such language shall be deemed to refer to the actual, and not imputed or constructive, knowledge of members of Winterset Holdings, LLC and the elected officials and City Manager of Flowery Branch, without any duty of inquiry.

In the event that a Party learns that its representation or warranty has become inaccurate after the Effective Date and prior to Closing, the Party shall promptly notify the other Party and the other Party, as its sole remedy, shall have the option to terminate this Agreement by written notice to the Party giving notice. Upon such termination the Parties shall be relieved of all liability and obligations hereunder. If the other Party does not terminate this Agreement, the other Party shall be deemed to have waived such breach of representation or warranty.

In the event that a Party learns that the other Party's representation or warranty might be untrue prior to the Closing, and the Party elects to proceed with the transaction contemplated herein, then, and in that event, the Party waives any right that it may have to bring an action or proceeding against the other Party regarding said representation or warranty.

The Parties disclaims all representations, warranties and covenants other than those which are specifically provided in this Agreement. The representations and warranties set forth in this Section 11 shall be deemed material conditions of the consummation of the transaction contemplated by this Agreement, and shall expressly survive the closing of such transactions and the delivery of the instruments of conveyance for a period of twelve (12) months (the "Survival Period"), but not thereafter.

12. Hazardous Material. Hazardous Material means any substance:

12.1 the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy, or common law ("Environmental Laws"); or

12.2 which is or becomes defined as a “hazardous substance”, pollutant, or contaminant under any Environmental Laws or any amendment to any thereof including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); or

12.3 which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, or instrumentality of the United States, the State of Georgia or any political subdivision thereof; or

12.4 the presence of which on the Exchange Parcel causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Exchange Parcel; or

12.5 the presence of which on adjacent properties could constitute a trespass by the Party; or

12.6 which contains, without limitation, gasoline, diesel fuel, or other petroleum hydrocarbons, polychlorinated biphenols (PCBs), asbestos, urea formaldehyde foam insulation, or radon gas.

13. Hazardous Materials Audit(s) and Option to Remediate. During the Term, a Party may obtain, at that Party’s cost, a report of an investigation of the other Party’s Exchange Parcel carried out and prepared by a licensed engineer or geologist or other environmental professional selected by it employing procedures that a prudent purchaser would employ under the circumstances (“Phase I Audit”). A copy of the final report for the Phase I Audit will be delivered by said Party to the other Party. In the event that the Phase I Audit final report states that there is more than a low probability that Hazardous Materials are present on or beneath the surface of the other Party’s Exchange Parcel, or that further investigations are necessary to determine whether Hazardous Materials are present (“Unsatisfactory Report”), then the investigating Party may elect to terminate this Agreement by giving written notice to the other Party prior to the Expiration Date, in which event the Parties shall have no further rights, obligations or duties hereunder. Also, in the event of an Unsatisfactory Report, the investigating Party shall be permitted to

conduct a so-called "Phase II Audit" of the environmental condition of the other Party's Exchange Parcel prior to the Closing with the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed by the other Party as long as the investigating Party agrees to keep the results of any Phase II Audit confidential, and not to disclose same to the other Party or any agent of the other Party. If any such Phase II Audit obtained by the investigating Party discloses conditions or results that, in said Party's reasonable judgment, fail to satisfactorily ameliorate the Unsatisfactory Report, then the investigating Party may elect to terminate this Agreement by giving notice as required herein, in which event, the Parties shall have no further rights, obligations or duties hereunder.

Notwithstanding the foregoing, such notice of termination may be suspended by the investigating Party if the other Party gives notice, within three (3) days of receipt of the investigating Party's notice of termination, that the other Party has elected to promptly carry out, at its sole expense, and with contractors selected or approved by the investigating Party, all further investigations and remediation of the Exchange Parcel as is necessary to make the Exchange Parcel acceptable to the investigating Party within a time period acceptable to the investigating Party (it being understood that the other Party shall have no obligation to perform any such investigations or remediation). If the other Party elects to carry out such further investigation or remediation the Closing Date shall be extended automatically until the date that is fifteen (15) days following the investigating Party's receipt of (i) information from the contractor(s) which permits the investigating Party to conclude, in its sole discretion, that the Exchange Parcel is satisfactory to the investigating Party, or (ii) letters of "no further action" required from regulatory agencies, indicating that either there is no more than a low probability that Hazardous Materials are present on or beneath the surface of the Exchange Parcel, or that the Exchange Parcel has been remediated to the investigating Party's satisfaction, and otherwise complies with all governmental requirements.

Notwithstanding any obligation assumed by the other Party to investigate and remediate as referenced above in this Section 13, if Hazardous Materials are present on the Exchange Parcel, the investigating Party may either (i) elect to exchange for the Exchange Parcel subject to the cleanup, removal and remedial action necessary to comply with federal, state and local laws and regulations, all of which shall be undertaken by the investigating Party at the sole cost of the other Party, or (ii) terminate this Agreement by giving notice of such termination to the other Party and on such termination Seller and Buyer shall have no further rights, obligations or duties hereunder.

13. Risk of Loss and Maintenance. Between the Effective Date of this Agreement and closing, each Party assumes all risk of loss to its Exchange Parcel. Each Party acknowledges that the other Party's interest in exchange its Exchange Parcel is the preservation of the Exchange Parcels. Each Party shall maintain its Exchange Parcel in substantially its present condition pending Closing and shall not remove, or permit the removal of, any timber from its Exchange Parcel or otherwise make or permit any material changes in or upon its Exchange Parcel except with the other Party's advance written consent. In the event of loss or damage to the Exchange Parcel by casualty (specifically excluding loss or damage caused by the other Party, its agents, employees or contractors) such that the Exchange Parcel is, in the sole but reasonable discretion of the other Party, no longer suitable for its purposes, the other Party shall have the right, by notice given as provided below, to terminate this Agreement, in which event, the Parties shall have no further rights, obligations or duties hereunder.

14. Notices. All notices, requests, demands or other communication hereunder shall be in writing addressed as follows:

If to Winterset:

With a copy to:

If to Flowery Branch:	City of Flowery Branch Pine Street Flowery Branch, Georgia 30542 Attn: Bill Andrew, City Manager
With a copy to:	Carothers & Mitchell, LLC 1809 Buford Highway Buford, Georgia 30518 Attn: E. Ronald Bennett, Jr., City Attorney

and shall be delivered either (i) personally, (ii) deposited in the U.S. Mail by registered or certified mail, return receipt request, postage prepaid or (iii) delivered next day delivery by a nationally recognized courier that provides next day service to be billed to the sender thereof. Any such communication delivered as provided in the previous sentence shall be deemed given upon receipt. Rejection, failure or refusal to accept delivery or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice sent by the sender.

15. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the transaction contemplated herein and constitutes the sole and entire agreement and understanding between the Parties with respect to said transaction. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of both Parties.

16. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

17. Effective Date. As used herein, the terms "date of this Agreement," "date hereof," "effective date of this Agreement," or "Effective Date," shall mean the date first written above.

18. Binding upon Public Vote. This Agreement shall not bind Flowery Branch until approved in a properly noticed meeting of the City County of the City of Flowery Branch, Georgia.

19. Counterparts; Receipt via Facsimile or Email. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Receipt via fax or email by a Party or its designated legal counsel of a duly executed counterpart of any amendment to this Agreement from the other Party to this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of such amendment and bind the parties to the terms thereof, it being acknowledged and agreed that execution and delivery via fax or email shall be deemed to be equivalent to execution and delivery of original counterparts of any such amendments to this Agreement.

20. Parties Bound. All of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

21. Attorney's Fees. In the event of any litigation, including appellate proceedings, arising out of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

22. Headings; Rules of Construction. The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions hereof. All references herein to the singular shall include the plural, and vice versa. The Parties agree that this Agreement is the result of negotiation by the Parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against either Party because of authorship.

23. Assignability. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent may be granted or withheld in the sole discretion of such other Party.

24. Time of Essence. Time is of the essence of this Agreement.

25. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any

reason unenforceable, the balance shall nonetheless remain in full force and effect, but without giving effect to such provision.

26. Confidentiality. The Parties hereto agree that the terms of this Agreement shall remain confidential, and that copies of this Agreement, or the contents thereof, shall not be provided to anyone other than the Parties or their respective attorneys, employees or representatives without the consent of the Parties hereto, unless either Party is compelled to produce this Agreement pursuant to legal process, or by a requirement in connection with an exchange of Exchange Parcel to a governmental entity.

27. No Waiver. Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. Any Party hereto may waive the benefit of any provision, contingency or condition for its benefit contained in this Agreement.

28. Covenant not to Convey or Further Encumber. The Parties further agrees that, during the term of this Agreement or any extension thereof, a Party shall not, unless previously agreed to in writing by the other Party:

    28.1 convey to any person or governmental agency any interest in the Exchange parcel, including but not limited to, any easements, licenses, leaseholds, restrictions, development rights or any similar interest which conveys any right to build or develop the Exchange Parcel without the written prior consent of the other Party, which consent may be withheld by the other Party for any reason related to change in the value of the Exchange Parcel or its acceptability or use for the purposes referenced above in this Agreement;

    28.2 further encumber the Exchange Parcel with any debts, debt instruments, mortgages, liens, security deeds, future advances or any other financial encumbrances without the other Party's prior consent, which consent will not unreasonably be withheld, and the Party shall not fail to pay any property taxes or assessments when due or fail to take any other action which results or may reasonably be expected to result in any lien upon the Exchange Parcel; or

    28.3 take or permit any action, the result of which is or may reasonably be expected to result in a change in land use, zoning, or right to develop the Exchange Parcel without the other Party's written prior consent, which consent may be withheld by the other Party for any reason related to change in value of the Exchange Parcel, or its acceptability or use for the purposes referenced above in this Agreement.

A breach of any of the covenants set forth in this section by a Party shall be deemed a material breach of this Agreement and a default hereunder and in such case the breaching Party shall, upon notice and demand by the other Party, reimburse the other Party for all actual, reasonable and documented payments made by the other Party to any service provider in the course of the other Party's due diligence work to investigate the suitability of the Exchange Parcel or to prepare for Closing (not to exceed the sum of $25,000.00).

29. Miscellaneous. In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the Effective Date.

WINTERSET HOLDINGS, LLC

____
Chris Hill, Managing Member

Sworn to as subscribed before me
this _____ day of January, 2020.

____

CITY OF FLOWERY BRANCH, GEORGIA

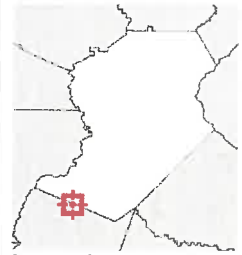
____
James M. Miller, Mayor

ATTEST:

____
Melissa McCain, City Clerk

qPublic.net™ Hall County, GA

Overview



Legend

- Parcels
- Roads

Cities

- BRASELTON
- BUFORD
- CLERMONT
- FLOWERY BRANC
- GAINESVILLE
- GILLSVILLE
- LULA
- OAKWOOD
- RESTHAVEN

Parcel ID	08112 018001	**Owner**	BILL'S RENTALS, LLC
Class Code	Residential		3343 SPRING DALE FOREST BLVD
Taxing District	FLOWERY BRANCH-TAD		GAINESVILLE GA 30506
	FLOWERY BRANCH-TAD	**Physical Address**	5410 CHESTNUT ST
Acres	n/a	**Assessed Value**	Value $63320

(Note: Not to be used on legal documents)

Last 2 Sales

Date	Price	Reason	Qual
10/22/2018	0	50	U
10/22/2018	0	50	U

Date created: 10/1/2019
Last Data Uploaded: 10/1/2019 1:17:57 AM

Developed by Schneider GEOSPATIAL

REAL PROPERTY EXCHANGE AGREEMENT
WINTERSET AND FLOWERY BRANCH

Winterset Parcels - Exhibit A

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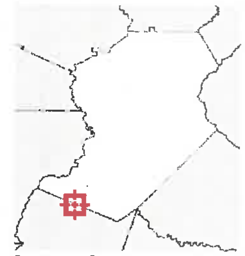
Overview



Legend

- Parcels
- Roads

Cities

- BRASELTON
- BUFORD
- CLERMONT
- FLOWERY BRANC
- GAINESVILLE
- GILLSVILLE
- LULA
- OAKWOOD
- RESTHAVEN

Parcel ID 08112 018003A
Class Code Residential
Taxing District FLOWERY BRANCH-TAD
FLOWERY BRANCH-TAD
Acres n/a
(Note: Not to be used on legal documents)

Owner BILL'S RENTALS, LLC
3343 SPRING DALE FOREST BLVD
GAINESVILLE GA 30506
Physical Address 5405 MITCHELL ST
Assessed Value Value $61100

Last 2 Sales

Date	Price	Reason	Qual
10/22/2018	0	50	U
10/22/2018	0	50	U

Date created: 10/1/2019
Last Data Uploaded: 10/1/2019 1:17:57 AM

Developed by Schneider GEOSPATIAL

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Parcel ID	08112 018003	**Owner**	BILL'S RENTALS, LLC 3343 SPRING DALE FOREST BLVD GAINESVILLE GA 30506
Class Code	Residential		
Taxing District	FLOWERY BRANCH-TAD FLOWERY BRANCH-TAD	**Physical Address**	5304 CHURCH ST
Acres	n/a	**Assessed Value**	Value $181400

(Note: Not to be used on legal documents)

Last 2 Sales

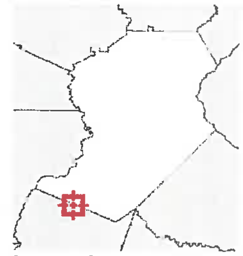
Date	Price	Reason	Qual
10/22/2018	0	50	U
10/22/2018	0	50	U

Date created: 10/1/2019
Last Data Uploaded: 10/1/2019 1:17:57 AM

Developed by Schneider GEOSPATIAL

qPublic.net™ Hall County, GA

Overview



Legend

- Parcels
- Roads

Cities

- BRASELTON
- BUFORD
- CLERMONT
- FLOWERY BRANC
- GAINESVILLE
- GILLSVILLE
- LULA
- OAKWOOD
- RESTHAVEN

Parcel ID	08112 018002	**Owner**	BILL'S RENTALS, LLC
Class Code	Residential		3343 SPRING DALE FOREST BLVD
Taxing District	FLOWERY BRANCH-TAD		GAINESVILLE GA 30506
	FLOWERY BRANCH-TAD	**Physical Address**	5314 CHURCH ST
Acres	n/a	**Assessed Value**	Value $31400

(Note: Not to be used on legal documents)

Last 2 Sales

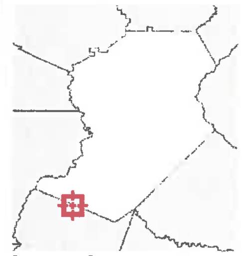
Date	Price	Reason	Qual
10/22/2018	0	50	U
10/22/2018	0	50	U

Date created: 10/1/2019
Last Data Uploaded: 10/1/2019 1:17:57 AM

Developed by Schneider GEOSPATIAL

qPublic.net™ Hall County, GA

Overview



Legend

- Parcels
- Roads

Cities

- BRASELTON
- BUFORD
- CLERMONT
- FLOWERY BRANC
- GAINESVILLE
- GILLSVILLE
- LULA
- OAKWOOD
- RESTHAVEN

Parcel ID 08112 023001
Class Code Exempt
Taxing District FLOWERY BRANCH-TAD
FLOWERY BRANCH-TAD
Acres 1.41
(Note: Not to be used on legal documents)

Owner FLOWERY BRANCH CITY OF
5517 MAIN STREET
FLOWERY BRANCH GA 30542
Physical Address 5702 MAIN ST
Assessed Value Value $610962

Last 2 Sales

Date	Price	Reason	Qual
10/18/2010	$262500	19	U
3/31/2008	0	5	U

Date created: 10/1/2019
Last Data Uploaded: 10/1/2019 1:17:57 AM

Developed by Schneider GEOSPATIAL

REAL PROPERTY EXCHANGE AGREEMENT
WINTERSET AND FLOWERY BRANCH

Flowery Branch Parcel - Exhibit B

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - Lease with Hill Wood Realty, LLC for 5412 Main Street

COUNCIL MEETING DATE: January 16, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve as presented

SAMPLE MOTION:
I make a motion to approve the lease agreement with Hill Wood Realty, LLC for 5412 Main Street and authorize the Mayor to execute the necessary documents.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- Hill Wood Realty Lease FIRST AMENDMENT.pdf
- Hill Wood Realty Lease Amendment Ex A.pdf

FIRST AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN
THE CITY OF FLOWERY BRANCH, GEORGIA AND HILL WOOD REALTY, LLC

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment"), is made and entered into effective the _____ day of January, 2020, by and between the City of Flowery Branch, Georgia (hereinafter referred to as "Landlord") and Hill Wood Realty, LLC, a Georgia limited liability company, (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into that certain lease agreement dated August 15, 2019 (the "Original Lease"), for that certain property commonly known as 5512 and 5514 Main Street, Flowery Branch, Georgia (the "Demised Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, AND IN CONSIDERATION of the sum of One and No/100 Dollars ($1.00), each to the other paid, the receipt and adequacy and sufficiency of which is hereby acknowledge, and the mutual covenants flowing between the parties hereto, the Original Lease is hereby amended as follows:

1. Recitals. Each of the foregoing recitals and representations in this Amendment form a material part of this Amendment and are incorporated herein by this reference, and such recitals and representations and the Original Lease are hereby ratified.

2. Witnesseth. The WITNESSETH recital of the Original Lease is deleted in its entirety and replaced with the following: Landlord, in consideration of the rents, covenants and other payments hereinafter reserved by Landlord and if the covenants, agreements, provisions and conditions hereinafter set forth to be paid, observed, performed and fulfilled by Tenant, has demised and leased to Tenant and by these presents does hereby lease from Landlord the building erected on that property situated in Hall County, Georgia, commonly known as 5512 Main Street Avenue, Flowery Branch, Georgia, being approximately 3135 square feet as shown highlighted in yellow on Exhibit "A" which is incorporated by reference herein called the Demised Premises.

3. Rent and Term. Sections 1.00 and 1.02 of the Original Lease are deleted in their entirety and replaced with the following:

Section 1.00. The Lease shall extend for a term commencing on the 1st day of February, 2020 (the "Commencement Date") and expiring at midnight local Atlanta, Georgia time on the calendar day immediately preceding the 1st day of February 2021.

* * *

Section 1.02. For the term of this Lease, Tenant agrees to pay to Landlord without demand, deduction or setoff an annual rent of $7,800.00, payable in US Dollars. The first rent installment shall be $650.00 and shall be paid in advance of February 1, 2020. The remaining rent for the first term of the lease shall be paid in equal monthly installments of $650.00 in advance on the first day of each calendar month beginning March 1, 2020. If the Lease is renewed for a second one -year term, Tenant agrees to pay to Landlord without demand, deduction or setoff an annual rent of $7,800.00, payable in US Dollars, in equal monthly installments of $650.00, in advance on the first day of each calendar month beginning February 1, 2021.

4. Use, Maintenance and Repair of Demised Premises. The first sentence of Section 3.00 of the Original Lease is deleted in its entirety and replace with the following: Tenant shall have the right to use the Demised Premises only for the operation of a real estate sales office and for no other purposes.

EXCEPT AS HEREIN PROVIDED, all other terms and conditions of the Original Lease shall remain the same and the parties hereto do hereby ratify the Original Lease.

IN WITNESS WHEREOF, Landlord and Tenant have carefully read and reviewed this Amendment and each term and provision contained herein, and by the execution of this Amendment shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Amendment is executed, the terms of this Amendment are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Demised Premises.

This ______ day of January, 2020.

LANDLORD: CITY OF FLOWERY BRANCH, GEORGIA

By: ___________________________________
James M. Miller, Mayor

ATTEST:

____
Melissa McCain, City Clerk

Signatures Continued Next Page

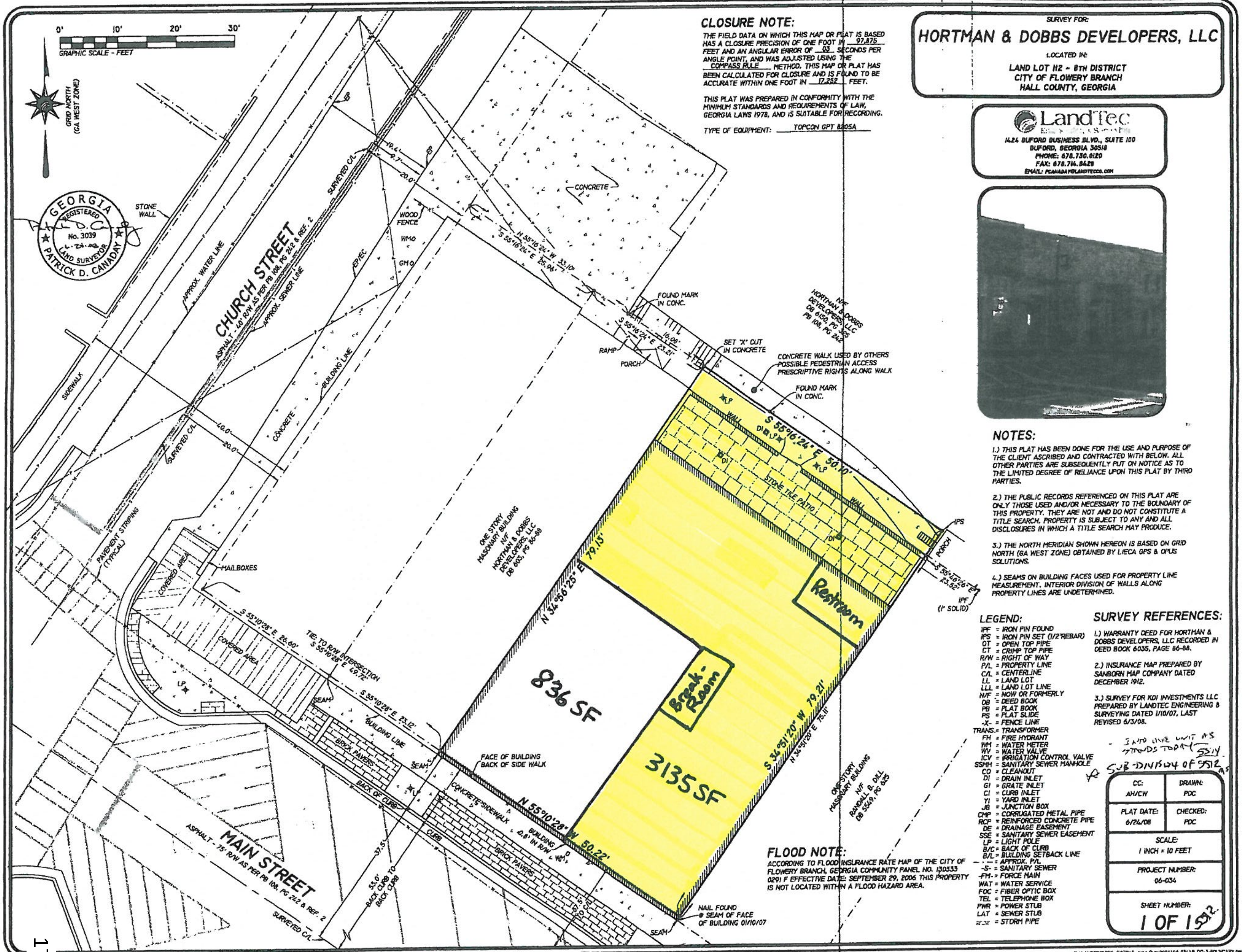
TENANT: HILL WOOD REALITY, LLC

By: ____
Casey Wood, Member

Sworn to and subscribed before me
this ____ day of January, 2020.

____
NOTARY PUBLIC
My commission expires: _________

EXHIBIT "A"



SURVEY FOR:
HORTMAN & DOBBS DEVELOPERS, LLC
LOCATED IN:
LAND LOT 112 - 8TH DISTRICT
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA
LandTec
1424 BUFORD BUSINESS BLVD., SUITE 100
BUFORD, GEORGIA 30518
PHONE: 678.730.0120
FAX: 678.714.8428
CLOSURE NOTE:
THE FIELD DATA ON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 97,875 FEET AND AN ANGULAR ERROR OF 03 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 17,252 FEET.
THIS PLAT WAS PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW, GEORGIA LAWS 1978, AND IS SUITABLE FOR RECORDING.
TYPE OF EQUIPMENT: TOPCON GPT 8205A
NOTES:
1.) THIS PLAT HAS BEEN DONE FOR THE USE AND PURPOSE OF THE CLIENT ASCRIBED AND CONTRACTED WITH BELOW. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE UPON THIS PLAT BY THIRD PARTIES.
2.) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND/OR NECESSARY TO THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH. PROPERTY IS SUBJECT TO ANY AND ALL DISCLOSURES IN WHICH A TITLE SEARCH MAY PRODUCE.
3.) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON GRID NORTH (GA WEST ZONE) OBTAINED BY LIECA GPS & OPUS SOLUTIONS.
4.) SEAMS ON BUILDING FACES USED FOR PROPERTY LINE MEASUREMENT. INTERIOR DIVISION OF WALLS ALONG PROPERTY LINES ARE UNDETERMINED.
LEGEND:
IPF = IRON PIN FOUND
IPS = IRON PIN SET (1/2"REBAR)
OT = OPEN TOP PIPE
CT = CRIMP TOP PIPE
R/W = RIGHT OF WAY
P/L = PROPERTY LINE
C/L = CENTERLINE
LL = LAND LOT
LLL = LAND LOT LINE
N/F = NOW OR FORMERLY
DB = DEED BOOK
PB = PLAT BOOK
PS = PLAT SLIDE
-X- = FENCE LINE
TRANS. = TRANSFORMER
FH = FIRE HYDRANT
WM = WATER METER
WV = WATER VALVE
ICV = IRRIGATION CONTROL VALVE
SSMH = SANITARY SEWER MANHOLE
CO = CLEANOUT
DI = DRAIN INLET
GI = GRATE INLET
CI = CURB INLET
YI = YARD INLET
JB = JUNCTION BOX
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONCRETE PIPE
DE = DRAINAGE EASEMENT
SSE = SANITARY SEWER EASEMENT
LP = LIGHT POLE
B/C = BACK OF CURB
B/L = BUILDING SETBACK LINE
APPROX. P/L
-S- = SANITARY SEWER
-FM- = FORCE MAIN
WAT = WATER SERVICE
FOC = FIBER OPTIC BOX
TEL = TELEPHONE BOX
PWR = POWER STUB
LAT = SEWER STUB
STORM PIPE
SURVEY REFERENCES:
1.) WARRANTY DEED FOR HORTMAN & DOBBS DEVELOPERS, LLC RECORDED IN DEED BOOK 6035, PAGE 86-88.
2.) INSURANCE MAP PREPARED BY SANBORN MAP COMPANY DATED DECEMBER 1912.
3.) SURVEY FOR KDI INVESTMENTS LLC PREPARED BY LANDTEC ENGINEERING & SURVEYING DATED 1/10/07, LAST REVISED 6/3/08.
FLOOD NOTE:
ACCORDING TO FLOOD INSURANCE RATE MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA COMMUNITY PANEL NO. 130333 0291 F EFFECTIVE DATE: SEPTEMBER 29, 2006 THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA.
CC: AH/CW
DRAWN: PDC
PLAT DATE: 6/24/08
CHECKED: PDC
SCALE: 1 INCH = 10 FEET
PROJECT NUMBER: 06-034
SHEET NUMBER: 1 OF 1
GRAPHIC SCALE - FEET
GRID NORTH (GA WEST ZONE)
GEORGIA REGISTERED No. 3039 LAND SURVEYOR PATRICK D. CANADAY
CHURCH STREET
ASPHALT - 40' R/W AS PER PB 108, PG 242 & REF. 2
MAIN STREET
ASPHALT - 75' R/W AS PER PB 108, PG 242 & REF. 2
ONE STORY MASONARY BUILDING N/F HORTMAN & DOBBS DEVELOPERS, LLC DB 603, PG 86-88
ONE STORY MASONARY BUILDING N/F RANDALL B. DILL DB 5549, PG 625
N/F HORTMAN & DOBBS DEVELOPERS, LLC DB 6150, PG 363 PB 108, PG 242
CONCRETE WALK USED BY OTHERS POSSIBLE PEDESTRIAN ACCESS PRESCRIPTIVE RIGHTS ALONG WALK
STONE TILE PATIO
S 55°16'24" E 50.10'
S 34°51'20" W 79.21'
N 34°51'20" E 75.11'
N 34°56'25" E 79.15'
N 55°10'28" W 50.22'
S 55°10'28" E 23.12'
S 55°10'28" E 26.60'
TIE: TO R/W INTERSECTION S 55°10'28" E 49.72'
N 55°16'24" W 33.10'
S 55°16'24" E 25.96'
S 55°16'24" E 23.21'
S 55°46'26" E 23.52'
FACE OF BUILDING BACK OF SIDE WALK
NAIL FOUND @ SEAM OF FACE OF BUILDING 01/10/07
Restroom
Break-Room
836 SF
3135 SF
- Into line unit as stands today 5514
& sub-division of 5512

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5414 Main Street

COUNCIL MEETING DATE: January 16, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve as presented

SAMPLE MOTION:
I make a motion to approve the lease agreement with Lend USA, LLC d/b/a American Eagle Mortgage for 5414 Main Street and authorize the Mayor to execute the necessary documents.

COLLABORATING DEPARTMENT:

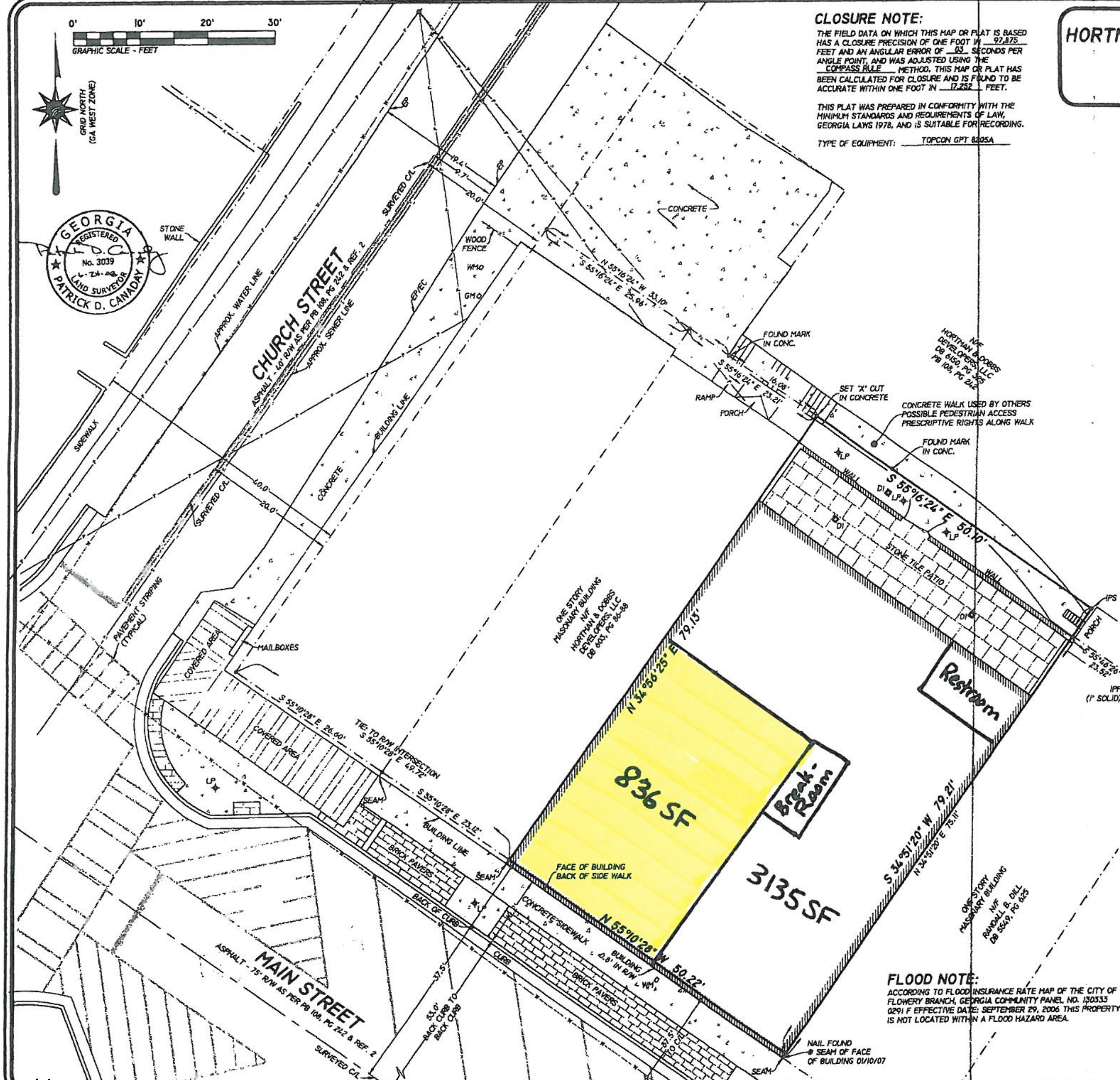
DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- LendUS Lease Ex A.pdf
- LendUS Lease FINAL.doc

EXHIBIT A



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TYPE OF EQUIPMENT: TOPCON GPT 8205A

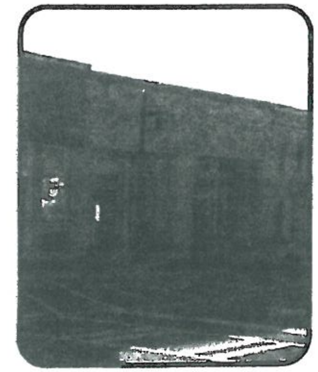
SURVEY FOR:

HORTMAN & DOBBS DEVELOPERS, LLC

LOCATED IN:

LAND LOT 112 - 8TH DISTRICT
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA

LandTec
1424 BUFORD BUSINESS BLVD., SUITE 100
BUFORD, GEORGIA 30518
PHONE: 678.730.0120
FAX: 678.714.8629
EMAIL: PCANADAY@LANDTECCO.COM



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3.) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON GRID NORTH (GA WEST ZONE) OBTAINED BY LEICA GPS & OPUS SOLUTIONS.

4.) SEAMS ON BUILDING FACES USED FOR PROPERTY LINE MEASUREMENT. INTERIOR DIVISION OF WALLS ALONG PROPERTY LINES ARE UNDETERMINED.

LEGEND:

IPF = IRON PIN FOUND
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C/L = CENTERLINE
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LAT = SEWER STUB
W.SP = STORM PIPE

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3.) SURVEY FOR KDI INVESTMENTS LLC PREPARED BY LANDTEC ENGINEERING & SURVEYING DATED 1/10/07, LAST REVISED 6/3/08.

Into one unit as stands today 5514
Sub-division of 5512

FLOOD NOTE:

ACCORDING TO FLOOD INSURANCE RATE MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA COMMUNITY PANEL NO. 130333 0291 F EFFECTIVE DATE: SEPTEMBER 29, 2006 THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA.

CC: AH/CW	DRAWN: PDC
PLAT DATE: 6/24/08	CHECKED: PDC
SCALE: 1 INCH = 10 FEET	
PROJECT NUMBER: 06-034	
SHEET NUMBER: 1 OF 1 5512	

X:\LANDTEC\PROJECTS\...\2006\06-034\BLDG-3-BOUNDARY.DWG

LEASE AGREEMENT BY AND BETWEEN THE CITY OF FLOWERY BRANCH, GEORGIA AND LENDUS, LLC D/B/A AMERICAN EAGLE MORTGAGE

STATE OF GEORGIA
COUNTY OF HALL

THIS LEASE is made as of the ____ day of January, 2020, between the City of Flowery Branch, Georgia (hereinafter referred to as "Landlord") and LendUS, LLC d/b/a American Eagle Mortgage (hereinafter referred to as "Tenant");

WITNESSETH:

Landlord, in consideration of the rents, covenants and other payments hereinafter reserved by Landlord and if the covenants, agreements, provisions and conditions hereinafter set forth to be paid, observed, performed and fulfilled by Tenant, has demised and leased to Tenant and by these presents does hereby lease from Landlord the building erected on that property situated in Hall County, Georgia, commonly known as 5514 Main Street, Flowery Branch, Georgia, being approximately 836 square feet as shown highlighted in yellow on Exhibit "A" which is incorporated by referenced herein (the "Demised Premises").

ARTICLE I
Rent and Term

Section 1.00. The Lease shall extend for a term commencing on the 1st day of February, 2020 (the "Commencement Date") and expiring at midnight local Atlanta, Georgia time on the calendar day immediately preceding the 1st day of February, 2021.

Section 1.01. Renewal is at the option of the Tenant and Landlord after the initial one-year term.

Section 1.02. For the term of this Lease, Tenant agrees to pay to Landlord without demand, deduction or setoff an annual rent of $15,600.00, payable in US Dollars. The first rent installment shall be $1,300.00 and shall be paid in advance of February 1, 2020. The remaining rent for the first term of the lease shall be paid in equal monthly installments of $1,300.00 in advance on the first day of each calendar month beginning March 1, 2020. If the Lease is renewed for a second one -year term, Tenant agrees to pay to Landlord without demand, deduction or setoff an annual rent of $15,600.00, payable in US Dollars, in equal monthly installments of $1,300.00, in advance on the first day of each calendar month beginning February 1, 2021.

Section 1.03. All monthly payments except for the first installment of the first term are due the lst day of the month, and are considered late on the 7th day of the month. If payment is received after the 7th, a ten percent (10%) late fee will be imposed and be immediately due. Upon execution of this Lease, Tenant shall pay the first rent installment of $1,300.00.

Section 1.04. All amounts payable under this Article, as well as other amounts payable from Tenant to Landlord under the terms of the Lease, shall be paid in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

ARTICLE 2
Alterations of Demised Premises

Section 2.00. If there is no continuing Event of Default, Tenant may make alterations, additions or improvements to the Demised Premises. Each such alteration, addition or improvement (i) must not, individually or in the aggregate, substantially lessen the fair market value of the Demised Premises or materially adversely affect the Demised Premises, (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all laws, all insurance requirements, (iii) shall become part of the Demised Premises, and (iv) must be pre-approved in writing by Landlord in accordance with Section 2.02 below.

Section 2.01. Alterations made by Tenant shall require prior written approval by the Landlord. Plans for alterations shall be sent to the Landlord. Alterations shall comply with all applicable laws, ordinances, and regulations, including, without limitation, the Americans with Disabilities Act of 1990. On completion, any alterations, additions, and improvements made by Tenant to the Demised Premises shall become the property of Landlord and subject to this Lease.

Section 2.02. Alterations made by Tenant shall require prior written approval by the Landlord. Plans for alterations shall be sent to the Landlord. Alterations shall comply with all applicable laws, ordinances, and regulations, including, without limitation, the Americans with Disabilities Act of 1990. On completion, any alterations, additions, and improvements made by Tenant to the Demised Premises shall become the property of Landlord and subject to this Lease.

ARTICLE 3
Use, Maintenance and Repair of Demised Premises

Section 3.00. Tenant shall have the right to use the Demised Premises only for the operation of a mortgage services business and for no other purposes. Tenant covenants and agrees that it will not use, or suffer, or permit any person, firm or corporation to use the Demised Premises, or any buildings or improvements at any time erected or placed thereon, or any portion thereof for purposes other than those permitted hereunder, or in violation of the laws of the United States, the State of Georgia, the ordinances or other regulations of Hall County, Georgia or of any department thereof, or of any other municipality or of any other lawful authorities.

Section 3.01. The Landlord agrees to keep in good condition the foundations and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its brokers, employees or invitees. Landlord shall maintain the grounds surrounding the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall provide timely notice in writing to Landlord regarding any defective condition known to it which Landlord is required to repair, and Tenant's failure to report any such conditions, shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

Section 3.02. Tenant accepts the Premises in their present condition and as suited for the use intended by Tenant. Tenant shall, throughout the Initial Term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, except those repairs expressly required to be made by Landlord hereunder. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

Section 3.03. The Landlord agrees to undertake and complete the following work prior to the Commencement Date: None.

Section 3.04. If there is no continuing Event of Default, Tenant may make additions or improvements to the Demised Premises. Each such addition or improvement (i) must not, individually or in the aggregate, substantially lessen the fair market value of the Demised Premises or materially adversely affect the Demised Premises, (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all laws, all insurance requirements, (iii) shall become part of the Demised Premises, and (iv) must be pre-approved in writing by Landlord.

Section 3.05. No shopping cart, or other vehicle, or animal (other than those used for the disabled and leashed pets) shall be brought into the Premises of the Building by Tenant. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the Building shall not be covered or obstructed without Landlord's written consent.

Section 3.06. In order to maintain the outward professional appearance of the Building, all window coverings to be installed at the Premises shall be subject to Landlord's prior approval, not to be unreasonably withheld, delayed or conditioned.

Section 3.07. Tenant shall see that the windows and doors of the Premises are closed and securely locked before leaving the Building and Tenant shall exercise reasonable care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building so as to prevent waste or damage, and for any default or carelessness Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord.

Section 3.08. Tenant shall not use or keep in the Building any kerosene, gasoline, or inflammable fluid or any other illuminating material, or use any method of heating other than that supplied by Landlord.

ARTICLE 4
Condemnation - Destruction of, or Damage to, Premises

Section 4.00. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, then in either of said events this Lease shall terminate from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

Section 4.01. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are substantially damaged, but not wholly destroyed by any such casualties, Landlord may choose not to restore the Premises in which case he shall give Tenant notice of said intent within thirty (30) days of the date of the damage and this Lease shall terminate as of the date of destruction and rents shall be prorated. If the Premises are partially damaged by any such casualties, but are otherwise usable by the Tenant, rental shall abate in such proportion as use of the Premises has been destroyed and Landlord may, at his option, restore the Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

ARTICLE 5
Environmental Provisions

Section 5.00. For the purposes of this Article 5, the following terms shall have the following meanings: (i) the term “Hazardous Material” shall mean any material or substance in quantities that, whether by its nature or use, is subject to regulation under any Environmental Requirement, and (ii) the term “Environmental Requirements” shall collectively mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. '9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. '1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. '6901, et seq.), the Toxic Substances Control Act (15 U.S.C. '2601, et seq.), the Clean Air Act (42 U.S.C. '7401, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. '1251, et seq.), all as presently in effect and as the same may hereafter be amended, any regulation pursuant thereto, or any other present or future law, ordinance, rule, regulation, order or directive addressing environmental, health or safety issues of or by any governmental authority.

Section 5.01. Tenant shall comply in all respects with all Environmental Requirements, and will not generate, store, handle, process, dispose of or otherwise use Hazardous Materials at, in, on, or about the Demised Premises during Tenant’s use or occupancy of the Demised Premises in a manner that would lead or is likely to lead to the imposition on Tenant, Landlord or the Demised Premises of any liability or lien of any nature whatsoever under any Environmental Requirement.

Section 5.02. Tenant will defend, indemnify, and hold harmless Landlord and its respective employees, agents, officers and directors, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising out of, or in any way related to, (i) any breach by Tenant of the covenants made in Section 5.01 above, (ii) the presence, disposal, spillage, discharge, emission, leakage, release or threatened release of any Hazardous Material that occurs during the term of this Lease, at, in, on or from the Demised Premises, or which arises at any time from Tenant's use or occupancy of the Demised Premises, including, without limitation, any damage or injury resulting from any such Hazardous Material to or affecting the Demised Premises or on any other property or otherwise in violation of any Environmental Requirement, (iii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Material, (iv) any lawsuit brought or threatened, settlement reached, or order or directive of or by any governmental authority relating to such Hazardous Material, or (v) any violation of any Environmental Requirement. The aforesaid indemnification shall not be applicable to any claim, demand, penalty, cause of action, fine, liability, settlement, damage, cost or other expense of any type whatsoever occasioned, arising and caused solely by the acts of Landlord or Landlord's employees or agents. The obligations and liabilities of Tenant under this Section 5.02 shall survive the expiration of this Lease.

ARTICLE 6
Indemnification of Landlord Against Liability

Section 6.00. Except for Landlord's sole negligence and/or sole intentional misconduct, Tenant shall indemnify and save harmless Landlord from and against any and all liability, penalties, damages, losses, expenses and judgments by reason of any injury or claim of injury to person or property, of any nature and howsoever caused, arising out of, but only to the extent and in proportion to, the use, repair, occupation, the tenantable condition of the Demised Premises, and control of the Demised Premises, by Tenant, its employees, agents, invitees, licenses, contractors, subtenant or assigns, at any time during the Demised Term, including those resulting from any work in connection with any alterations of the Demised Premises approved by Landlord. Tenant shall promptly notify Landlord of any claim asserted against Landlord on account of any such injury or claimed injury to persons or property and shall promptly deliver to Landlord the original or a true copy of any summons or other process, pleading or notice issued in any suit or other proceedings to assert or enforce any such claim.

Section 6.01. Tenant shall keep in force such insurance policies covering liability as will fully protect Tenant and Landlord, as their interest may appear, against claims of any and all persons for personal injury, death or property damage occurring in or about the Demised Premises or in or about any adjoining streets, sidewalks and passageways, such coverage to the limit of not less than $1,000,000.00 in respect to injury or death to a person(s) or to property. All such coverage shall be provided by reputable insurance companies duly licensed to issue insurance policies under the laws and regulations of the State of Georgia. In addition, Tenant shall furnish to Landlord certificates and paid receipts evidencing to Landlord that such insurance policies are in effect, and renewal certificates thereafter at least thirty (30) days prior to the expiration of any such policy together with paid receipts therefor. Such insurance policies shall provide that they shall not be terminated or canceled unless Landlord is furnished at least thirty (30) days prior written notice. In the event that Tenant shall fail to provide coverage via insurance policies, Landlord may (but shall not be obligated to) effect such coverage in the name of the Tenant and Landlord. Tenant shall pay on demand the amount properly paid by Landlord for such purpose, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof by Landlord, and in case of the failure of Tenant so to pay, Landlord shall have the same remedies for the collection thereof or otherwise as in the case of default of payment of the monthly rent hereby reserved.

ARTICLE 7
Utilities

Section 7.00. Tenant shall provide all utilities to Premises at no cost to Landlord.

ARTICLE 8
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ARTICLE 9
Surrender of Demised Premises

Section 9.00. Tenant shall, upon the expiration or other termination of this Lease, for any reason whatsoever, surrender to Landlord the Demised Premises, together with any buildings and structures which may then be standing thereon, together with all alterations and replacements thereof, normal wear and tear, casualty and condemnation excepted, and Landlord shall thereafter have all right, title and interest therein free of any claim thereto by Tenant.

Section 9.01. Trade fixtures, furniture and equipment and all personal property of Tenant located in the Demised Premises shall not become a part of the Demised Premises on the termination of this Lease and, so long as Tenant is not in default hereunder, may be removed by Tenant from the Demised Premises at any time prior to the end of the Demised Term; and Tenant shall, at its own cost and expense, repair any and all damage to the Demised Premises resulting from or caused by the removal thereof.

Section 9.02. No surrender of the Demised Premises by Tenant at any time other than the end of the Demised Term shall be valid or effective unless it be in writing and acknowledged in writing by Landlord and Tenant.

Section 9.03. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at the end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Section 1.02 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Section 1.02 above.

ARTICLE 10
Covenant of Quiet Enjoyment

Section 10.00. Landlord covenants and agrees that Tenant, on paying the rents and observing and keeping the covenants, agreements and stipulations of this Lease, on its part to be kept, shall, subject to the terms hereof, lawfully, peaceably and quietly hold, occupy and enjoy said Demised Premises during the Demised Term without hindrance, objection or molestation, from Landlord or anyone claiming by, through or under Landlord.

ARTICLE 11
Defaults and Remedies

Section 11.00.

(a) If Tenant shall fail to cure a default in the payment of rent and other sums and charges herein reserved, after ten days written notice by Landlord; or

(b) If Tenant shall be adjudicated bankrupt; or

(c) If Tenant shall file a petition in bankruptcy under any section or provision of the bankruptcy law; or

(d) If any involuntary petition in bankruptcy shall be filed against Tenant, and the same not be withdrawn or dismissed within sixty (60) calendar days from the filing thereof; or

(e) If a receiver or trustee shall be appointed for Tenant's property and the order appointing such receiver or trustee shall remain in force for thirty (30) calendar days after the entry of such order; or

(f) If, whether voluntarily or involuntarily, Tenant shall take advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; or

(g) If Tenant shall make an assignment for benefit of creditors; or

(h) If Tenant's effects shall be levied upon or attached under process against Tenant, and such levy or attachment not be satisfied or dissolved within thirty (30) calendar days after such levy or attachment; or

(i) If Tenant shall vacate or abandon the Premises for a period of more than thirty (30) days; or

(j) If Tenant shall default under any other covenant, agreement, or condition to be performed or kept by Tenant under the terms and provisions of this Lease and shall fail to cure such default within fifteen (15) calendar days of the date of written notice from Landlord to Tenant; then and in any such event Landlord shall have the right, at the option of the Landlord, then or at any time thereafter while such default or defaults shall continue, to elect to do any one or more of the following, in addition to, and not in limitation of, any other right or remedy available to Landlord at law or in equity or elsewhere under this Lease:

(1) to cure such default or defaults at the expense of Tenant and without prejudice to any other remedies which it might otherwise have, any payment made or expenses incurred by Landlord in curing such default with interest thereon at the rate of ten percent (10%) per annum, to be and become additional rent to be paid by Tenant with the next installment of rent falling due thereafter; and /or

(2) terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; and/or

(3) terminate Tenant's right of possession, without terminating this Lease, and Landlord may as agent for Tenant enter into and upon take possession of the Demised Premises, and Landlord may rent the Demised Premises upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Upon each such reletting, all rents received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of repairs; third, to the payment of rental and any other charges and sums then due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord to the extent of and for application in payment of future sums as the same may become due and payable hereunder. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord; and/or

(4) terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds) of the excess, if any, of (i)

the rental and all other charges and sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date of termination of the Lease term over (ii) the aggregate reasonable rental value of the Demised Premises for the same period, all of which present value of such excess sum shall be deemed immediately due and payable. In determining the aggregate rental value pursuant to item (ii) above, the parties hereby agree that all relevant factors shall be considered as of the time Landlord seeks to enforce such remedy, including, but not limited to, (A) the length of time remaining in the term of the Lease, (B) the then-current market conditions in the general area in which the Demised Premises are located, (C) the likelihood of reletting the Demised Premises for a period of time equal to the remainder of the term of the Lease, (D) the net effective rental rates (taking into account all concessions) then being obtained for premises of similar type and size in the general area in which the Demised Premises are located, (E) the anticipated duration of the period the Demised Premises will be unoccupied prior to reletting, (F) the anticipated cost of reletting, and (G) the current levels of new construction that will be completed during the remainder of the term of the Lease and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality premises in the general area in which the Demised Premises are located. Such payment shall be and constitute Landlord's liquidated damages, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. '13-6-7.

Section 11.01. Any installment of rent or other Tenant expenses due and owing after seven (7) calendar days of the due date therefore shall be subject to a late charge in an amount equal to ten percent (10%) of the amount due for each and every full or partial calendar month that said amount remains unpaid (but in no event shall the amount of such late charge exceed an amount based upon the highest legally permissible rate chargeable at any time by Landlord under the circumstances). In the event Tenant makes a partial payment of past due amounts, the amount of such partial payment shall be applied first to reduce all accrued and unpaid late charges, in inverse order of their maturity, and then to reduce all other past due amounts, in inverse order of their maturity.

ARTICLE 12

Rights of Landlord in Subleases

Section 12.00. In the event of any default under the terms of this Lease by Tenant, Landlord shall have the right at its option to take over any and all subleases of the Demised Premises, or any part thereof, made or granted by Tenant and approved by Landlord and, at its option, to succeed to all the rights and privileges of said subleases, or such of them as it may elect to take over and assume, and Tenant, upon any such default or recovery of possession by Landlord, hereby expressly assigns and transfers to Landlord such of the subleases as Landlord may elect to take over and assume and as may exist and be in force and effect at the time of such default or recovery of possession, and Tenant hereby further expressly covenants that it will, upon request of Landlord, execute, acknowledge and deliver to Landlord such further assignments and transfers as may be necessary, sufficient and proper to vest in Landlord the then existing subleases as above specified. Unless any such sublease is so taken over and assumed by Landlord in such event, the subtenant thereunder shall have no further interest of any nature in the Demised Premises and such sublease shall automatically be null and void.

ARTICLE 13
Cumulative Remedies of Landlord - No Waiver

Section 13.00. The specified remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord or Tenant may be lawfully entitled in case of any breach or threatened breach by Tenant or Landlord of any provision or provisions of this Lease.

Section 13.01. The failure of Landlord or Tenant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions, or agreements of this Lease shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provisions or agreement. A receipt by Landlord of rent or any other payment, or the acceptance of performance of anything required by this Lease to be performed with knowledge of the breach of the term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, and no waiver by Landlord of any term, covenant, condition, provision, or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

Section 13.02. In addition to the other remedies in this Lease provided, Landlord and Tenant shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the terms, covenants, conditions, provisions, or agreement of this Lease.

ARTICLE 14
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ARTICLE 15
Subordination

Section 15.00. At the option of Landlord, Tenant agrees that this Lease shall remain subject and subordinate to all present and future mortgages, deeds to secure debt or other security instruments (the "Security Deeds") effecting the Building or the Premises, and Tenant shall promptly execute and deliver to Landlord such certificate or certificates in writing as Landlord may request, showing the subordination of the Lease to such Security Deeds, and in default of Tenant so doing, Landlord shall be and is hereby authorized and empowered to execute such certificate in the name of and as the act and deed of Tenant, this authority being hereby declared to be coupled with an interest and to be irrevocable. Tenant shall upon request from Landlord at any time and from time to time execute, acknowledge and deliver to Landlord a written statement certifying as follows: (A) that this

Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (B) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (C) the date to which any rent and other charges have been paid in advance, if any, and (D) such other matters as Landlord may reasonably request. Tenant irrevocably appoints Landlord as its attorney-in-fact, coupled with an interest, to execute and deliver, for and in the name of Tenant, any document or instrument provided for in this paragraph.

ARTICLE 16
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ARTICLE 17
Without Power to Charge Reversion

Section 17.00. Tenant shall not have the power to do any act or make any contract which may create or be the foundation for any lien upon the present estate, reversion or other estate of Landlord in the Demised Premises or the buildings or improvements thereon.

ARTICLE 18
Captions and Miscellaneous

Section 18.00. The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provision of or the scope of intent of this Lease, nor in any way affect this Lease.

Section 18.01. Wherever the singular is used herein, it shall include the plural and the plural shall include the singular; the use of any gender shall include all other genders, all as the context and meaning of this instrument shall require.

ARTICLE 19
Writing Required for Modifications

Section 19.00. This Lease cannot be changed orally, but only by agreement in writing, signed by Landlord and Tenant.

ARTICLE 20
Notices

Section 20.00. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Lease shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given or served and shall be effective upon being personally delivered or upon being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to the other party at the address of such other party set forth below or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, demand, or request shall be addressed as follows:

Tenant Info: LendUS, LLC d/b/a American Eagle Mortgage
3240 Stone Valley Road West
Alamo, CA 94507
Attn: Rob Hirt, CEO with a copy to Christina Davis, Facilities Manager

Landlord Info: City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542
Attn: City Manager

ARTICLE 21
Mechanic's Liens

Section 21.00. If any mechanic's or other liens or orders for the payment of money shall be filed against the Demised Premises or any building or improvement thereon by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for Tenant at the Demised Premises or for or by reason of any change or altercation, or the cost or expense thereof, or any contract relating thereto, or against Landlord as owner thereof, Tenant shall within thirty (30) days cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of Tenant, and shall also defend on behalf of Landlord at Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens, or orders.

Section 21.01. If Tenant shall fail to take such action as shall cause such lien to be discharged within thirty (30) days after notice to Tenant of the filing of such notice, Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, Landlord may require the lien or to prosecute an appropriate action to enforce the lienor's claim. In such case, Landlord may pay any judgment recovered on such claim. Any amount paid or expense incurred by Landlord, as herein provided, shall be due and payable by Tenant to Landlord on the first day of the next following month.

Section 21.02. It is covenanted and agreed that no authority is given by this Lease to Tenant, expressly or implied, to bind Landlord for the payment of any money in connection with repair or alteration work on the Demised Premises, nor is there any authority given Tenant by this Lease, directly or indirectly, to permit any mechanic's, material men's, or contractor's liens to arise against Landlord's interest in the Demised Premises, or the buildings or improvements thereon, or the appurtenances, equipment, machinery and fixtures therein, and Tenant expressly agrees that it will keep and save the Demised Premises and Landlord harmless from all costs and damages resulting from any such lien or liens of any character created through any action or thing done by Tenant.

ARTICLE 22
<u>Time of Essence</u>

Section 22.00. Time is of the essence in this Lease and all provisions hereof.

ARTICLE 23
<u>No Estate in Land</u>

Section 23.00. This contract shall create the relationship of Landlord and Tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's written consent.

ARTICLE 24
<u>Covenants Binding</u>

Section 24.00. It is understood and agreed that all the covenants, agreements, terms, conditions, provisions and undertakings in this Lease or in any renewals thereof contained, shall extend to and be binding upon the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed, and that the same shall be construed as covenants running with the land; and whenever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply also (whenever and wherever applicable) to the heirs, executors, administrators, successors and permitted assigns of such party, the same as if in each and every case so expressed.

ARTICLE 25
<u>Signs</u>

Section 25.00. Tenant may install signage on the Demised Premises so long as it complies with all legal requirements and is pre-approved by Landlord.

ARTICLE 26
<u>Recording</u>

Section 26.00. This Lease shall not be recorded by Tenant without Landlord's written consent endorsed hereon.

ARTICLE 27
<u>Exemption</u>

Section 27.00. Tenant hereby waives and renounces all homestead or exemption rights which Tenant may have under or by virtue of the Constitution and Laws of the United States, Georgia, or any other State as against any debt Tenant may owe Landlord under this Lease, and hereby transfers, conveys and assigns to Landlord all homestead or exemption rights which may be allowed or set

apart to Tenant, including such as may be set apart in any bankruptcy proceeding, to pay any debt owing by Tenant to the Landlord hereunder.

ARTICLE 28
Severability

Section 28.00. If any clause or provision of this Lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during the Demised Term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby.

ARTICLE 29
Georgia Law and Jurisdiction

Section 29.00. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia, without resort to its conflict of law provisions. Disputes hereunder shall be resolved in the Superior Court of Hall County, Georgia, and each party hereby submits to and agrees that jurisdiction and venue are proper in Hall County, Georgia. As an alternative to the high cost of litigation, Landlord, at Landlord's option, may submit any default, dispute or controversy arising under this Lease, to binding arbitration in accordance with the Commercial Arbitration Code of the American Arbitration Association. Tenant agrees that said election by Landlord shall be binding upon it and that jurisdiction and venue for such arbitration shall be in Hall County, Georgia, or in such other place as the parties shall mutually agree.

ARTICLE 30
Force Majeure

Section 30.00. Landlord shall be excused from the performance of its obligations for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, inability to obtain any material or services, or acts of God.

ARTICLE 31
Rights of Landlord to Enter the Demised Premises

Section 31.00. Landlord and its agents, employees and contractors may enter the Demised Premises at such time with at least twenty-four (24) hours advance notice, to make repairs, additions, alterations, and improvements as Landlord desires to make to the Demised Premises, including, without limitation, the erection, use and maintenance of pipes and conduits, and to exhibit the Demised Premises to prospective purchasers or tenants.

ARTICLE 32
Waiver of Subrogation

Section 32.00. Notwithstanding anything to the contrary contained herein, Landlord and Tenant each hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to person or property caused by fire, or any other perils which are insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, and covenants that no insurer shall hold any right of subrogation against such other party.

ARTICLE 33
Security Deposit

Section 33.00. Landlord acknowledges that Tenant has deposited $1,300.00 as a security deposit which shall continue to be held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease of Tenant. If any of the rents or other charges or sums payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

ARTICLE 34
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ARTICLE 35
Counterparts

This Lease may be signed in counterparts.

IN WITNESS WHEREOF, Landlord and Tenant have carefully read and reviewed this Lease and each term and provision contained herein, and by the execution of this Lease show their informed and voluntary consent thereto. The parties hereby agree that, at the time this Lease is executed, the terms of this lease are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Demised Premises.

This ______ day of January, 2020.

LANDLORD: CITY OF FLOWERY BRANCH, GEORGIA

By: ____________________________________
James M. Miller, Mayor

ATTEST:

____
Melissa McCain, City Clerk

Signatures Continued Next Page

TENANT: LENDUS, LLC D/B/A AMERICAN EAGLE MORTGAGE

By: ________________________________
Ava Noack, President & CFO

Sworn to and subscribed before me
this ____ day of January, 2020.

____
NOTARY PUBLIC
My commission expires: _________

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider December 19, 2019 Meeting Minutes

COUNCIL MEETING DATE: January 16, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve with the consent agenda

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- 121909.pdf

City of Flowery Branch
Council Meeting
December 19, 2019 6:00 p.m.
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch GA, 30542

CALL WORK SESSION TO ORDER:

Mayor Miller called the meeting to order at 6:04 p.m.

PRESENT: Mayor James Miller and Council Members Ed Asbridge, Leslie Jarchow, Joe Anglin and Amy Farah

ABSENT: Councilman Chris Mundy

Also present were City Manager Bill Andrew, City Clerk Melissa McCain, Planner Rich Atkinson, Finance Director Alisha Gamble, Police Chief David Spillers and Attorney Ron Bennett

PLEDGE OF ALLEGIANCE:

Mayor Miller led the Pledge of Allegiance.

PUBLIC HEARING:

There was no public hearing.

UNFINISHED BUSINESS - WORK SESSION:

NEW BUSINESS -WORK SESSION:

Consider - Infratec Consultants Inc. Task Order for the Design and Construction Management of the Expanded Water Reclamation Facility

Manager Andrew reviewed the history of the work the Infratec has done with the City.

- City has contracted with Infratec since late 2006
- Originally hired to expand WWTP, was put on hold due to economy standstill in 2008
- Water system modeling
- Replacement of sand filter system with disc filters
- Design/Construction Mgt. Morrow Dr. waterline
- Design/Construction Mgt. wastewater discharge line under NSRR at WWTP
- Electronic Water Meter Replacement
- Design of new water system improvements

(All on-time and on- or under-budget.)

Consultant Bob Troxler with Infratec Consultants reviewed the timeline for the proposed Wastewater Treatment Plant Expansion through 2022.

Councilman Anglin inquired on the status of the spray field in relation to the expansion.

Consultant Troxler advised that the spray field could be decommissioned.

Manager Andrew noted that the spray field is owned by three entities and the sale of the property would be split and the city's portion would go into the sewer fund.

Manager Andrew reviewed the proposed costs for this task order:

Process Mechanical Design	$701,020
Instrumentation and Mechanical, Electrical and Plumbing (MEP) Design	$132,000
Structural Design	$110,625
Civil/Site and Yard Piping Design	$95,000
Construction Administration	$461,570
Resident Project Representative*	$325,000
TOTAL	$1,825,215

Manager Andrew further stated that typically, the cost of design and construction management is within 12% to 15%* of the cost of the project itself. We are anticipating the new wastewater plant to be between $18,000,000 to $20,000,000 so the range on the low-end could be $2,160,000 and on the high-end $3,000,000. So, the $1,825,215 (9%) appears to be a reasonable number given the scope of our project.
*20%+ is not unusual for more complicated projects.

Councilman Anglin inquired on if there was a flaw in the design would the city be covered.

Attorney Bennett advised that the engineer has insurance to cover any design flaw and the contractors will provide a bond in case there is an issue with construction.

Consider - Application for the FY 2020 Local Maintenance & Improvement Grant (LMIG) Program for Road Maintenance

Manager Andrew reviewed the roads that were anticipated to be repaired as follows:

- Chinook Court = .31 Lane Miles
- Mohave Court = .27 Lane Miles
- Debbie Lane = .18 Lane Miles (One-Lane),
- E. Pine St. = .07 Lane Miles,
- Clarkstone Cir. & Clarkstone Dr. = .91 Lane Miles
- Cantrell Rd. = .91 Lane Miles
- Holland Dam Road = .26 Lane Miles

Manager Andrew noted that roads are chosen based on general deterioration, speed, traffic volume, and number of homes/businesses on the road.

Manager Andrew reviewed the LMIG history as follows:

FY 2020 - $84,376 LMIG funds + $146,968 (Local)
FY 2019 – $81,318 LMIG funds + $0 (Local)
FY 2018 - $69,790 LMIG funds + $0 (Local)
FY 2017 - $62,611 LMIG funds + $149,388 (Local)
FY 2016 - $51,120 LMIG funds + $39,883 (Local)
FY 2015 - $45,193 LMIG funds + $284,408 (Local)
FY 2014 - $39,920 LMIG funds + $106,692 (Local)

We are using LMIG from:

2018 =	$ 69,789.90
2019 =	$ 81,317.38
2020 =	$ 84,375.96
TOTAL =	$235,483.24

These funds require a 30% match, or $70,644.97. With a current match of $146,968, we are not required to use more matching funds. We do have an additional $450,233 budgeted for Roads/Sidewalks this year – Old Town Redevelopment, Mitchell Street, CPL Road Analysis.

Consider December 5, 2019 Meeting Minutes

Clerk McCain advised there were no changes to what was presented.

DEPARTMENT REPORTS:

City Manager Report

Manager Andrew advised that the Convention and Visitors Bureau is considering going to an 8% hotel motel tax and there have been discussions of the City being uniform with Oakwood and the Lake Lanier Islands Development Authority

There are different uses of the funds once 8% is approved and that he would bring more back to the council at another meeting for consideration.

Finance Report

Director Gamble advised that the audit will be presented at the first meeting in January

Council Report

Councilman Ed Asbridge stated that the Shop with a Cop event last weekend was a great success.
Councilman Anglin mentioned the accomplishments of Karen Ching and sympathized with her passing.

ADJOURNMENT WORK SESSION:

Mayor Miller adjourned the work session at 6:54 p.m.

CALL VOTING SESSION TO ORDER:

Mayor Miller called the voting session to order at 6:54 p.m.

PUBLIC COMMENTS:

There were no public comments.

CONSENT AGENDA:

- December 5, 2019 Meeting Minutes
- Per Diem - James Miller

There was a motion made to approve the consent agenda as presented.

MOTION: Leslie Jarchow
SECOND: Ed Asbridge
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

There was no unfinished business.

NEW BUSINESS - VOTING SESSION:

Consider - Application for the FY 2020 Local Maintenance & Improvement Grant (LMIG) Program for Road Maintenance

There was a motion made to approve and authorize the Mayor to execute the necessary documents for the Local Maintenance and Improvement Grant for Road Maintenance application.

MOTION: Leslie Jarchow
SECOND: Amy Farah
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

EXECUTIVE SESSION:

There was a motion made to enter executive session at 6:55 p.m. for land acquisition and disposition.

MOTION: Leslie Jarchow
SECOND: Amy Farah
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

There was a motion made to reconvene open session at 7:35 p.m.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

ADJOURNMENT:

There was a motion made to adjourn at 7:35 p.m.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider January 2, 2020 Meeting Minutes

COUNCIL MEETING DATE: January 16, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve with the Consent Agenda

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- 010220 Draft.pdf

City of Flowery Branch
City Council Meeting
January 2, 2020 6:00 p.m.
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch GA, 30542

CALL WORK SESSION TO ORDER:

Mayor Miller called the work session to order at 6:02 p.m.

PRESENT: Mayor James Miller and Council Members Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin and Amy Farah.

Also present were City Manager Bill Andrew, City Clerk Melissa McCain, City Planner Rich Atkinson, Finance Director Alisha Gamble, Police Chief David Spillers, and Attorney Ron Bennett

PLEDGE OF ALLEGIANCE: Mayor Miller led the Pledge of Allegiance.

PUBLIC HEARING: There was no public hearing.

UNFINISHED BUSINESS - WORK SESSION:

Discussion - Proposed conditions for Council to review and discuss pertaining to Calvin Tanner's CUP request.

City Planner Atkinson reviewed the request and advised that staff recommended denial of the request for the following reasons:

1. Currently zoned TND (Traditional Neighborhood District) – a residential designation
2. The use is not compatible with the surrounding area
3. The use is not in line with the comprehensive plan (Urban Residential character area)
4. The use is not compatible with the Old Town plan

Planner Atkinson then reviewed suggested conditions if the CUP was granted:

1. Time Limit in concert with Business License Renewal
2. Property Appearance
3. No more than 2 additional vehicles on exterior
4. All vehicles must be operational, insured and registered
5. No signage on premises or vehicular signage
6. No additional buildings
7. No outdoor storage
8. No additional exterior lighting
9. No parked tow trucks
10. Fencing must be approved by Community Dev. Dept.
11. 7:00 AM to 9:00 PM – Hours of Operation – Mon.-Sat.

NEW BUSINESS -WORK SESSION:

Consider 2020 Council Meeting Dates

Clerk McCain reviewed the 2020 meeting dates and advised that they are approved annually, subject to change, and are posted to the website and in the front information board at City Hall.

Consider Beer, Wine and Distilled Spirits License for Breakwater Grill - 4856 Hog Mountain Road

Clerk McCain reviewed the application and advised that there has been a previous license at this location for many years and that all is in order for the council's consideration.

Consider - Resolution 20-001: To Amend the Budget for FY2019 as Previously Adopted on June 28, 2018.

Finance Director Gamble reviewed the request and advises that a balanced budget is required by Georgia Law on Local Government Budgets (36-81-3) and Government Finance Officers Association (GFOA) Best Practices.

Director Gamble reviewed the first adjustment and stated that it was a reclassification of already approved total budget between departments for a balanced budget, therefore the request is to move $50,000 from patrol health insurance to transfer out to 270 – TAD Fund. This adjustment requires no overall increase in the City's budget.

Hotel Motel tax collections collected were more than projected, therefore an adjustment of $82,000 adjustment needed for a balanced budget.

Fund/Department: 100/275 Effective Date: 6/30/2019

Account Number	Account Name	Current Budget	Debit (Credit)	Revised Budget
				-
100-3223-512100	Patrol / Health Insurance	157,433	(50,000)	107,433
100-0000-611270	Transfer Out 270 - TAD Fund	63,792	50,000	113,792
				-
275-0000-314100	CVB Hotel Tax Rev - City's Portion	-	(82,000)	(82,000)
275-7540-611100	Transfer Out 100 - General Fund	-	82,000	82,000

DEPARTMENT REPORTS:

City Manager

Local Art Opportunities

Manager Andrew reviewed the idea of painting the Railroad Avenue storage building and showed some examples.

Manager Andrew reviewed issues to consider;

- $10,000 is an excellent price
- Do we want to have this done now so it will work with promoting the coming Main Street Building?
- Should we consider an overall Art Program and a Branding Campaign?
- The Roberts Drive Tank is planned to be The Falcons Tank and the Old Town Tank is planned to be the Flowery Branch Tank.
- Do we need an Arts Advisory Group?

The council made the following notes:

Councilman Mundy liked the branding "The Branch" and also wanted to incorporate that on the underpass at Exit 12.

Mayor Miller liked the idea of the branding of "The Branch" but was not in favor of the font of the lettering in the example.

Mayor Miller suggested adding the Flowery Branch blue color as used on the street signs and in the logo and also requested the bottom of the building be screened.

Pertaining to the water towers, Mayor Miller wanted multiple ideas and renderings for consideration.

Councilman Anglin also disliked the proposed font and requested something more subtle.

Councilman Anglin further requested the City colors and logo be included.

Councilwoman Jarchow asked for a more elegant design.

<u>Mitchell Street Partnership</u>

Manager Andrew advised that this discussion was in reference to as local builder on Mitchell Street has 13 lots and wants to build good quality housing, but the cost of the stormwater infrastructure is costly.

Manager Andrew stated that the City wants to support and continue the investment that was made with the construction of the Roundabout and Jones Park and currently the Stormwater Facilities are inadequate for even the existing development.

$73,075 is for 7 lots, not the full 13 they have planned for.

The Council was in support of speaking with the builder about a possible partnership.

<u>ADJOURNMENT WORK SESSION:</u>

Mayor Miller adjourned the work session at 6:52 p.m.

CALL VOTING SESSION TO ORDER:

Mayor Miller called the voting session to order at 6:52 p.m.

PUBLIC COMMENTS:

There were no public comments

CONSENT AGENDA:

- Consider 2020 Council Meeting Dates
- Consider Beer, Wine and Distilled Spirits License for Breakwater Grill - 4856 Hog Mountain Road

There was a motion made to approve the consent agenda as presented.

MOTION: Chris Mundy
SECOND: Ed Asbridge
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

Consider - Infratec Consultants Inc. Task Order for the Design and Construction Management of the Expanded Water Reclamation Facility

There was a motion made to approve and authorize the Mayor to execute the task order as presented.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

NEW BUSINESS - VOTING SESSION:

Consider - Resolution 20-001: To Amend the Budget for FY2019 as Previously Adopted on June 28, 2018.

Attorney Bennett read the caption to Resolution 20-001

There was a motion made to approve Resolution 20-001 and the requested budget amendments.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

AUDIT REVIEW - WAYNE TUCK - (Auditor - Walker, Pierce & Tuck, P.C.)

Wayne Tuck presented the audit to the City Council and advised the City is in good standing.

EXECUTIVE SESSION:

There was a motion made to enter executive session at 7:16 p.m. for property acquisition/ disposition.

MOTION: Joe Anglin
SECOND: Chris Mundy
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

There was a motion made to reconvene open session at 7:33 p.m.

MOTION: Ed Asbridge
SECOND: Amy Farah
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

ADJOURNMENT:

There was a motion made to adjourn at 7:33 p.m.

MOTION: Amy Farah
SECOND: Joe Anglin
AYES: Chris Mundy, Ed Asbridge, Leslie Jarchow, Joe Anglin, Amy Farah
NAYS: None
Motion carried

____________________ ____________ ____________________

Mayor – Mike Miller Date City Clerk – Melissa McCain

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Per Diem - Mike Miller

COUNCIL MEETING DATE: January 16, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

-

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - Conditional Use Permit submitted by Mr. Calvin Tanner, to operate an auto repair shop as a home occupation.

COUNCIL MEETING DATE: January 16, 2020

HISTORY:
Mr. Tanner acquired a building permit to construct an accessory structure (a garage) at his residence. Mr. Tanner also acquired a home occupation license to operate an office from his residence. Mr. Tanner was operating a full auto repair shop from his home. This use is not allowed per the Flowery Branch Zoning Ordinance but Mr. Tanner is allowed to ask City Council to approve the use conditionally (see attached staff report).

FACTS AND ISSUES:
Please see attached combined .pdf document that contains the following:
Staff report
Conditions for approval as requested by Council
Ad
Notice sent to neighbors
Picture of sign on property
Powerpoint submitted by applicant
Building permit for the garage
Business license 2018 & 2019

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Voting session - only one vote is required for a CUP.

SAMPLE MOTION:
N/A

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Melissa McCain

ATTACHMENTS

- Combined files for Council Review.pdf

Applicant: Mr. Calvin Tanner DBA Tanner's Auto and RV Service
Property Owner: Mr. Calvin Tanner
Subject Property: 5505 Gainesville Street; Parcel # 08112 019005
Request: Conditional Use Permit (CUP) to operate an auto repair shop in a residentially zoned property
Current Use: Residential
Character Area: Urban Residential

Code:

Per the City of Flowery Branch Zoning Ordinance home occupations are strictly limited to office use only. However, if an applicant wishes to operate a home occupation that is not an office, he/she has the ability to submit a request to operate under a conditional use permit.

<u>Sec. 11.8. Home Occupation.</u>

Home occupations may be established in a portion of a dwelling as provided in permitted uses requirements for the zoning districts established by this Zoning Ordinance. In districts where permitted, the following regulations shall apply to home occupations, and failure to meet one or more of these regulations at any time shall be unlawful and grounds for immediate revocation of business registration:

(a) <u>Use.</u> The only allowed use for home occupation is office.

(i) <u>Modification by Conditional Use</u>. Where an application for home occupation does not meet the strict terms of this Section, the provisions of this Section may be modified or varied by application filed by the property owner and approved by the City Council for a conditional use, according to procedures specified in Article 34 of this Zoning Ordinance. The Zoning Administrator may provide a recommendation whether or not the City Council should approve the application, and what if any conditions of approval are recommended.

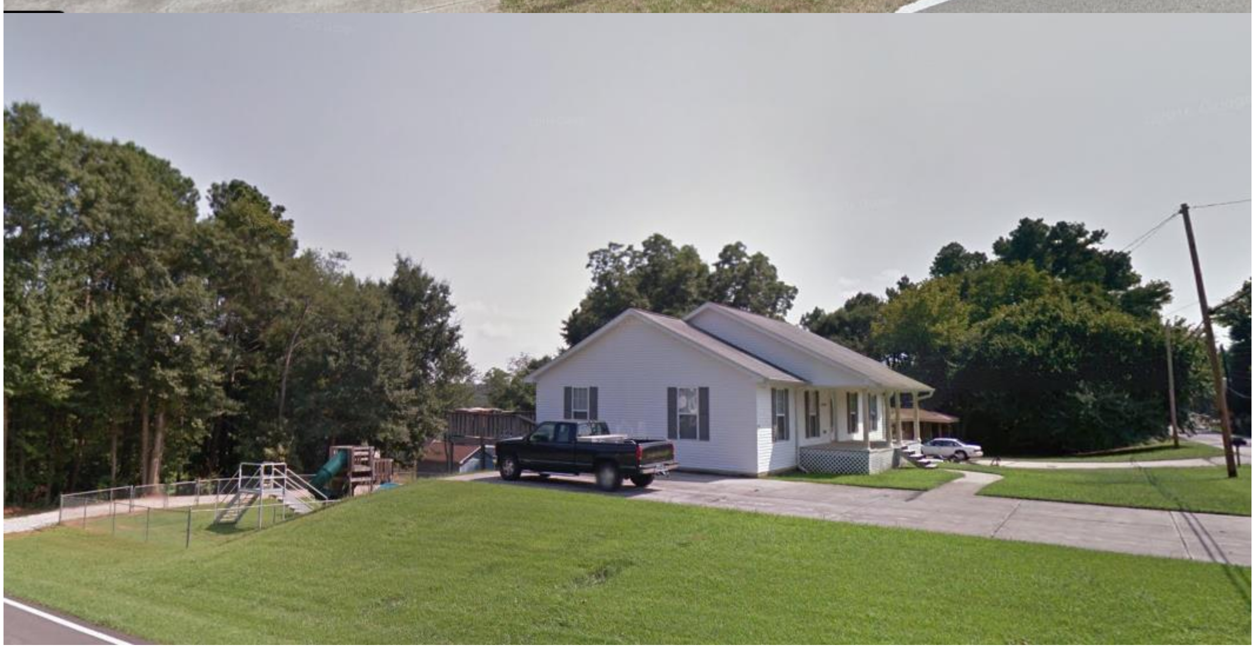
Property:

The subject property is located at 5505 Gainesville Street; tax parcel identification number 08112 019005. The property is currently zoned Traditional Neighborhood District (TND).

Flowery Branch

Flowery Branch

Flowery Branch



CUP Requirements:

<u>Sec. 34.7. Analysis Requirements.</u>

Applications to amend the official zoning map and applications for conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the City Council in the decision-making process.

(a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. The subject property lies within a residentially zoned area. The use (auto repair) is not suitable for the area.

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property. The subject property lies within the midst of a residential property. A commercial use at this location is not suitable and may adversely affect nearby properties.

(c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned. Currently zoned TND (traditional Neighborhood District) the current use (a single-family home) is suitable and serves the purpose of the zoning district.

(d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. Car repair at this location could potentially cause excessive or burdensome use of the streets because of tow truck use and more traffic due to customers coming in and out.

(e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map. The current character area for this site is “Urban Residential”. Car repair, in this instance, is not in conformity with the comprehensive plan.

(f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal. As the downtown area is developed in accordance with the “Old Town” plan, more residential and retail uses will be implemented making auto repair even less desirable.

(g) Existing use(s) and zoning of the subject property and nearby properties. The subject property is surrounded by residential zoned properties (CBD, TND, R1, and PUD). The Masonic Lodge is across the street from the subject property. Currently the Masonic Lodge is considered a legal non-conforming use. Basically, this means it was once an allowed use in the zoning district but currently is not inherently allowed (a CUP would be required if the Lodge were to try and locate within this zoning district ((R-1))).

(h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification. N/A

(i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations The use could potentially distract from current home values and could also potentially hamper new residential development in the "Old Town" area.

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts A CUP does not create a new zoning designation, but the conditional approval of this use could potentially give the appearance of having a commercially zoned parcel in the midst of residentially zoned districts.

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district. Allowing a commercial use to infiltrate a heavy residential area could potentially alter the character of the area as more non-residential uses could petition to locate there.

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Auto use can have environmental impacts. As a home-based business staff has not determined if there are impacts associated with this use at this location.

(m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance Allowing an auto repair business in a heavy residential area does not comply with the overall purpose of the zoning ordinance. This location, being so close to the downtown, is particularly troubling.

Staff Recommendation:

It is staff's recommendation that the CUP request to operate an auto repair shop as a home occupation submitted by Mr. Calvin Tanner should be denied.

CUP Request
Calvin Tanner
5505 Gainesville Street
January 2, 2020 Council Meeting

A public hearing and work session were held on Thursday, December 5, 2019 by City Council to consider the CUP request of Mr. Calvin Tanner. Mr. Tanner is requesting the permission from Council, per Section 11.8.(i) of the Flowery Branch ZO, to operate an auto and RV repair shop from his residence. Council may impose conditions associated with the permit if they choose to approve the request. At the meeting of December 5, Council requested staff provide some examples of possible relevant and appropriate conditions for the Tanner case. Council requested conditions that would restrict the amount of time (if approved) the permit would be valid without being reviewed for compliance. Council wanted to ensure the permit was conditioned to in a manner that would keep the residential appearance of the home and the surrounding area. Council asked staff to provide other conditions staff felt would be useful if the permit would be approved. Therefore, at this time staff would like to submit the following conditions for Council to consider if in fact they vote in favor of approving the CUP.

1. **Time Limit** The CUP request is a zoning land use decision and is therefore inherently tied directly to the property not the individual property owner. The CUP is valid for 5505 Gainesville Street no matter who owns the property. Council may be confident in Mr. Tanner's ability to run a safe, secure, and clean business but if the business is sold the CUP is still valid. Therefore, it is extremely important to put a specific time limit on the CUP. City of Flowery Branch occupational tax licenses run through the FB fiscal year – starting July 1. An easy way to save staff time and to keep the process simple and straightforward would be require the CUP to be renewed at the same time of occupational tax license. The CUP would therefore need to be renewed by June 30th, 2020. At this time Council would have the opportunity to review the CUP for overall compliance. There is a scheduled meeting on June 18th, 2020. Council could review the case at that time and decide to allow the occupational tax license to be approved by staff if all the conditions were being met. Council could then choose to impose another time frame for review. In this case, Staff would recommend that the CUP expire fully on July 1, 2021. This would allow Mr. Tanner time to pay for the equipment he has purchased for his business and allow him time to find a space that is properly zoned for this type of business (HB, M1, M2).
2. **Property Appearance** The subject property is currently zoned for residential use and the appearance of the home and property should reflect this zoning classification. Therefore, staff recommends the following conditions pertaining to exterior appearance:
   A. No more than two additional vehicles (meaning vehicles that are not owned and operated by Mr. Tanner or his family) may be parked anywhere on the premises. Cars may be kept in the garage located on Mr. Tanner's property.
   B. All vehicles must be fully operational, insured and properly registered.

C. No signage of any kind will be allowed on the premises nor will any vehicular signage be permitted.
D. No additional buildings of any kind shall be permitted to be placed or constructed on the subject property.
E. No outdoor storage of any kind shall be permitted on the subject property.
F. No additional lighting of any kind shall be allowed to be installed on the subject property.
G. No tow trucks allowed to be on the subject property. The CUP is for repair only and does not allow the property to be used for anything above and beyond standard auto and RV repairs. A towing business is not approved as part of this CUP.
H. All oil and other vehicular fluids must be disposed of off site and shall not be allowed to be stored on the premises.
I. Any proposed fencing must be approved by the Community Development Department prior to construction.
J. Hours of operation shall be limited to 7:00AM to 9:00PM.

If any of these conditions are broken (witnessed by staff, photos provided by citizens, etc.) more than three times prior to the initial approval period (June 18, 2020 City Council meeting) the CUP will be terminated and will not be considered for renewal by Council.

If approval is granted (to expire as recommended by staff on June 30, 2021 or at another Council mandated time) the conditions will remain (and may be amended at the time of approval by Council) in place and the same “three strike rule” shall remain in place. Meaning, if at time during the Council approved time frame a documented violation occurs more than three times the CUP is officially revoked, and the business shall cease to operate. This applies to each violation not a combination of violations. For example: a combination of a violation of condition C, D, and E would count as one strike for each condition- not a cumulative total of three strikes. If condition C is violated and documented three times a fourth documented violation would mean the CUP would be revoked.

by a 5/8 inch rebar pin found; THENCE continuing on said property line North 39 Degrees 56 Minutes 56 Seconds West for a distance of 199.86 feet to a point on the southeast right of way of Carter Road, said point marked by a 5/8 inch rebar pin found, said point being THE TRUE POINT OF BEGINNING.

Said property contains 2.122 Acres. Hall County Tax Parcel No. 08158 002023

86289 10/18, 25, 11/1, 8, 15, 22, 29

Please take notice that the City of Rest Haven City Council's regularly scheduled monthly meeting for the month of November will take place on Wednesday, November 6, 2019 at 7:30 p.m., 922 Gainesville Highway, Suite 103, Buford, Georgia 30518.
86086 10/18, 25, 11/1

The City of Buford Zoning Board of Appeals will meet on Monday, November 18, 2019 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 to consider a variance request at 3360 North Bogan Road for Aaron Jones. The variance requested is to allow a fence and gate in the front yard.
86478 11/1, 8, 15

Public Hearings

CITY OF FLOWERY BRANCH NOTICE OF PUBLIC HEARING

City of Flowery Branch
Notice of Public Hearing
A public hearing will be held at

6:00 PM on Thursday, December 5th, 2019 at the Flowery Branch City Hall located at 5410 Pine Street, Flowery Branch, Ga. 30542.

To consider a request for a conditional use permit (CUP). The request, submitted by Mr. Calvin Tanner, is to operate an auto repair shop out of a residentially zoned property. The property is known as 5505 Gainesville Street, Flowery Branch, Ga. 30542 and is also identified as tax parcel 08112 019005. Please contact Rich Atkinson with any questions: Rich@flowerybranchga.org

86766 11/1

NOTICE is hereby given that the Hall County Planning Commission shall conduct a public hearing at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia, at 5:15 p.m. on Monday, November 18, 2019 to consider the following:

1. Application of James and Brenda Miller for a left side yard setback variance from 15 feet to 4.1 feet on a 284.75± acre tract located on the west side of Roy Parks Road at its intersection with A L Mangum Road; a.k.a. 3515 Roy Parks Road; Zoned PCFD; Tax Parcel 15014 000053. Proposed Use: Subdivide property. * Commission District 3.

2. Application of Howorth Properties, LLC for a road frontage variance from 150 feet to 50 feet, a Use Subject

Flowery Branch

Notice of a Conditional Use Permit Application

A conditional use application was submitted by Mr. Calvin Tanner asking Flowery Branch City Council to conditionally allow him to operate an auto repair business from his residence located at 5505 Gainesville Street. Interested parties are invited to attend a public hearing on this matter.

Public Hearing:

December 5, 2019

6:00 PM

Flowery Branch City Hall

5410 Pine Street

Flowery Branch, Ga. 30542

If you have any questions, please feel free to contact me.

Richard Atkinson
Director of Planning and Community Development
Rich@flowerybranchga.org


City of Flowery Branch
CUP
5505 Gainesville Street
08112 019005
Request is to operate an auto repair shop
Public Hearing:
December 5, 2019
6:00 PM
Flowery Branch City Hall
5410 Pine Street
Flowery Branch, Ga. 30542
Rich@flowerybranchga.org

Conditional Use Permit Application

Tanner’s Auto And RV Service

Applicant Information Required

- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Site plan shall meet the requirements of the Flowery Branch Code of Ordinances; Appendix C, “Zoning Ordinance”, Article 34 sections 34.5
- Detailed description of request
- Development statistics per the Flowery Branch Code of Ordinances; Appendix C, “Zoning Ordinance”, Article 34 sections 34.6
- Analysis requirements per the Flowery Branch Code of Ordinances; Appendix C, “Zoning Ordinance”, Article 34 sections 34.7
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached

Legal Description

All that tract or parcel of land lying and being in Land Lot 112 of the 8th District, Hall County, Georgia, being in the City of Flowery Branch as shown on that survey for Calvin Arthur Tanner, dated March 9, 2001, prepared by Dwight Kilby, as recorded in Plat Slide 802, Page 205-A, Hall County, Georgia Records; said plat being incorporated herein by reference and made a part hereof.

Commonly known as: 5505 Gainesville Street, Flowery Branch, Georgia 30542

Current Survey Of Property

Picture

Picture

Picture

Site Plan

- (a) Existing and proposed buildings and structures;
- (b) Parking and internal circulation;
- (c) Proposed landscaping;
- (d) Buffers, where required; and
- (e) Other information as may be required by the Zoning Administrator

Site Plan

A. Building to be used for Tanners Auto and RV Service

B. Parking

C. Reseed Grass and Plant Leland Cypress or Ever Green Tress along property line

Detailed Description of Request

The request for "Conditional Use Permit" is being made to continue to use the building in my backyard as I have been for the past year and a half. I have been using it as a place to conduct auto and RV repair. Originally, it started as a hobby but I have been able to develop it into a growing business.

Since my mother passed away in 2017, my goal has been to be able to work from home so that I am able to provide care for my disabled father. He lives alone across the street from my home. He currently requires assistance with meals and physician appointments. One of his treatments is a 5-hour IVIG Infusion that he receives in Gainesville.

I have been purchasing a business license and was under the impression this was all I needed. I was told I could conduct business there as long as I did not have a storefront, signs or multiple people dropping off vehicles.

I would never have invested thousands of dollars on equipment and tools if I did not believe I had everything needed to operate my small business. I even reached out to the Flowery Branch Police Department to see if I could help them with their cars. We were able to come to an agreement on services and prices that seem beneficial for both parties. With this agreement in mind, on September 14, 2019 I purchased specific equipment worth over fifteen thousand dollars so I could also perform tire and brake services at the request of the Flowery Branch PD.

Detailed Description of Request

On September 17, 2019, I received a Notice Of Violation that states I was to cease and desist automotive repair at my home. I was shocked and could not imagine why I had received such a notification because I believed I had meet all the requirements to operate my small business. I did cease all work although I do have a business license issued by the City of Flowery Branch to conduct business on my property, which has been renewed twice since the initial application. I pay business tax as well. I notified the Flowery Branch PD and my other customers that I would not be able to perform work on their cars until this matter was resolved.

After speaking to the Code Enforcement Officer and the City Manager, I was advised to apply for the “conditional use permit”. I was raised that all you have is your word and your integrity. Up until this point, I believed that I had everything needed to operate my small business in Flowery Branch. My family and I have lived in Flowery Branch for over thirty-three years and I hoped that my business would be a valued business to local customers and the City of Flowery Branch. I have been respectful to nearby property owners by only running my business Monday through Saturday from 8am to 6pm. I will not have abandoned vehicles stored on the property. No parts will be stored on the perimeter of the property; everything will be stored inside the shop. The property is well maintained because this is also my home. During the past year and half I have not received any complaints from my neighbors or the city until this cease and desist on September 17, 2019.

Detailed Description of Request

I have lost a substantial amount of revenue due to the cease and desist order. I hope this matter can be resolved quickly to prevent future revenue loss and protect the investments I have made as this effects my ability to provide for my family.

Development Statistics

Building is an existing structure on the property. Below are the statistics of the building

(a) Maximum and proposed height of any structure;
14 foot Height

(b) Maximum and proposed gross square footage of the building area (nonresidential only);
900 square foot Building

(c) Color renderings of any proposed structures;
Tan with Burgundy trim Building

(d) Material list (with percentages) of any proposed structures;
Metal

(e) Maximum and proposed number of dwelling units and minimum and proposed square footage of heated floor area for any dwelling unit (residential only);
N/A

(f) Maximum and proposed lot coverage of building area (square feet and percent);
900 square foot Lot Coverage

(g) Minimum and proposed square footage of landscaped area (square feet and percent);
1600 square foot Landscape Coverage

(h) Minimum, maximum and proposed number of parking spaces; and
Minimum 2 Maximum 3 Number of Parking

(i) Other dimensional information as may be required by the Zoning Administrator
N/A

Analysis Requirements

(a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The building is in view of adjacent properties. The appearance of the property will be maintained to not be a visual burden to adjacent or nearby properties.

(b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.

No adverse affects to nearby properties is expected.

(c) Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has a reasonable economic use as currently zoned.

All existing regulations will be followed for zoning of property.

(d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

No burden is expected with this condition use permit.

(e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map.

The building for which my business will use already exists on my property. Personal family issues have caused me to start a business to assist in taking care of my father. If any additional recommendations for the character area map or land use plan maps will be considered for implementation.

Analysis Requirements

(f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.
The business plan is to perform minor repairs on vehicles using the existing building on the property.

(g) Existing use(s) and zoning of the subject property and nearby properties.
Commercial and Residential

(h) Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification.
No diminished value to the property. Since the addition of the building the value of the property has increased.

(i) Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.
No expected deterrent to the value of existing properties.

(j) The possible creation of an isolated zoning district unrelated to adjacent and nearby districts.
No planned changes to zoning.

Analysis Requirements

(k) Possible effects of the change in zoning district map, or change in use, on the character of a zoning district.

No planned changes to zoning.

(l) The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.

Building exists on the property. During construction silt screen was used to control erosion and sedimentation. No impacts to air quality or water quality with this Conditional Use Permit. Recycled oil will be removed by One Way Oil Company and no storage of parts will be store outside.

(m) The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance

I see no changes to the zoning of the property. Appearance of the property will be maintained in accordance with the zoning ordinance.

Conflict of interest disclosure

Identify all members of the City Council of the City of Flowery Branch and Employees of the City of Flowery Branch Community Development Department who

Have a property interest in the real property affected by this request

N/A - No Conflict of Interest.

Have a financial interest (direct ownership interest) of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

N/A - No Conflict of Interest.

Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request

N/A - No Conflict of Interest.

Disclosure of Campaign Contributions

List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total $250.00 or more or to whom gifts were made having a total value of $250.00 or more.

N/A - No Campaign Contributions have been made.

Elected Officials Name	Amount of Description of Gift
_______N/A_________________	______________________________
_______N/A_________________	______________________________

City of Flowery Branch

P.O. BOX 757 FLOWERY BRANCH, GEORGIA 30542
(770) 967-6378 Fax (770) 967-6357

RESIDENTIAL BUILDING PERMIT

PERMIT NUMBER: FBD2017-00294
MASTER NUMBER: FBD2017-00294

APPLICATION DATE	RECEIVED BY	ISSUED DATE	EXPIRATION DATE
10/5/2017	**PLH**	10/5/2017	**4/3/2018**

SITE ADDRESS	PARCEL NO	LOT
5505 GAINESVILLE STREET , FLOWERY BRANCH 30542	**08112 019005**	

Owner
CALVIN A TANNER, 5505 GAINESVILLE ST, FLOWERY BRANCH GA 30542

USE OF BUILDING	CLASS OF WORK	TYPE OF CONSTRUCTION	OCCUPANCY GROUP	USE ZONE
Residential	ADDITION	V	Single-Family Residence	TND

DESCRIPTION OF WORK
ADDITION CARPORT/ GARAGE/ STORAGE 5505 GAINESVILLE ST

BUILDING SIZE	NO OF STORIES	NO OF UNITS	MAX OCC LOAD	FIRE SPRINKLER REQUIRED
0	0	0	0	NO

PARKING SPACES - COVERED	PARKING SPACES - UNCOVERED	SEWAGE SYSTEM	SEWAGE PERMIT NO
0	0		

VALUATION OF WORK	PERMIT FEE
$ 15,000	**$ 225.00**

NOTE: THE PERMIT FEE AMOUNT ABOVE DOES NOT REFLECT ANY IMPACT FEES, PLAN REVIEW FEES OR ADMINISTRATION FEES. PLAN REVIEW FEES ARE INVOICED AT A LATER DATE AND DUE TEN (10) DAYS FROM INVOICE DATE.

SPECIAL CONDITIONS

SPECIAL APPROVALS COMPLETED

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT DATE

SIGNATURE OF OWNER (IF OWNER BUILDER) DATE 10-5-17

Patty Hunt
SIGNATURE OF CITY OFFICIAL DATE 10/5/17

Pursuant to O.C.G.A 48-5-264.1, this is to notify the property owner that a representative from the tax assessors' office will be visiting the property to inspect the improvements thereon.

P
OCT 1 6 '17
BY: CK 6429

THE ISSUANCE OF THIS PERMIT AUTHORIZES IMPROVEMENTS OF THE REAL PROPERTY DESIGNATED HEREIN WHICH IMPROVEMENTS MAY SUBJECT SUCH PROPERTY TO MECHANICS' AND MATERIALMEN'S LIENS PURSUANT TO PART 3 OF ARTICLE 8 CHAPTER 14 OF TITLE 44 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED. IN ORDER TO PROTECT ANY INTEREST IN SUCH PROPERTY AND TO AVOID ENCUMBRANCES THEREON, THE OWNER OR ANY PERSON WITH AN INTEREST IN SUCH PROPERTY SHOULD CONSIDER CONTACTING AN ATTORNEY OR PURCHASING A CONSUMER'S GUIDE TO THE LIEN LAWS WHICH MAY BE AVAILABLE AT BUILDING SUPPLY HOME CENTERS.

RESIDENTIAL BUILDING PERMIT

Jurisdiction of Flowery Branch, Georgia
770-967-6378(phone) 770-967-6481 (fax)
www.flowerybranchga.org

Applicant to complete numbered spaces only

Job Address: 5505 GAINESVILLE ST. - FLOWERY BRANCH, GA

1. Legal Description	Lt Lot Number	Blk/Pod	Tract	☐ (SEE ATTACHED SHEET)

		Mailing address	Zip	Phone
2. Owner	CALVIN TANNER	5505 Gainesville St	FLOWERY BRANCH GA	678-477-5353
3. Contractor	FEDERAL CONSTRUCTION	526 PEARL NIX PKWY. Gainesville Ga.		770-535-2739
4. Architect or Designer	N/A			
5. Engineer	WHIRLWIND BLDG. SYSTEM			
6. Lender	- 0 -			

7. Use of Building: CARPORT-GARAGE / CARS - STORAGE
Sanitary Service: ☐ Sewer -0- ☐ Septic -0-

8. Class of work

9. Describe work: BUILD A 30 X 30 BLDG. STEEL WHIRLWIND

10. Valuation of work: $ 15,000 -

Plan Check Fee

Permit Fee: $225.00 TND

12. Rezoning Variance or CUP (If Applicable)

13. **SPECIAL CONDITIONS**:

Type of Const.	Occupancy	Division
Size of Bldg. (Total) Sq. Ft.	No. of Stories 900 SF	Max. Occ. Load
Fire Zone HALL COUNTY	Use Zone	Fire Sprinklers Required ☐ Yes ☐ No
No. of Dwelling units	OFF STREET PARKING SPACES ☐ Covered ☐ Uncovered	

Application Accepted By:	Plans Checked By:	Approved By:
	[signature]	[signature]

Special Approvals	Required	Received	Not Required
Zoning	☐	☐	☐
Health Dept.	☐	☐	☐
Fire Dept.	☐	☐	☐
Soil Report	☐	☐	☐
Other (Specify)	☐	☐	☐
Sewer Permit	☐	☐	☐
Soil Permit No.			
Plumbing Permit			

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WIHIN 6 MONTHS OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS COMMENCED

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT, THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

[signature] 10-2-17

Signature of Contractor or authorized agent *Date*

Signature of Owner (If Owner Builder) *Date*

When properly validated (in this space) this is your permit #

FBD2017-00294

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Flowery Branch

CITY OF FLOWERY BRANCH
BUSINESS LICENSE
2019

FEE INFORMATION

Fee:	60.00
Penalty:	0.00
Total Paid:	65.00

Vendor ID Number: 3120

CITY OF FLOWERY BRANCH
BUSINESS LICENSE
2019

This License Expires June 30, 2019
License Number 2018531

Date Issued 06/15/2018

CAR WASHES
811192/01
CALVIN TANNER
5505 GAINESVILLE STREET

TANNER'S AUTO & RV SERVICE
5505 GAINESVILLE STREET
FLOWERY BRANCH, GA 30542

Authorized Signature

OFFICE ONLY

TANNER'S AUTO & RV SERVICE
5505 GAINESVILLE STREET
FLOWERY BRANCH, GA 30542

Flowery Branch

CITY OF FLOWERY BRANCH
BUSINESS LICENSE
2018

FEE INFORMATION

Fee:	30.00
Penalty:	0.00
Total Paid:	35.00

Vendor ID Number: 3120

CITY OF FLOWERY BRANCH
BUSINESS LICENSE
2018

This License Expires June 30, 2018

License Number 2018328

Date Issued 01/16/2018

CAR WASHES
811192/01
CALVIN TANNER
5505 GAINESVILLE STREET

TANNER'S AUTO & RV SERVICE
5505 GAINESVILLE STREET
FLOWERY BRANCH, GA 30542

Authorized Signature

OFFICE ONLY

TANNER'S AUTO & RV SERVICE
5505 GAINESVILLE STREET
FLOWERY BRANCH, GA 30542

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - Intergovernmental Agreement with Georgia Emergency Management and Homeland Security Agency (GEMA/HA) for Statewide Mutual Aid and Assistance Agreement

COUNCIL MEETING DATE: January 16, 2020

HISTORY:
The City initially entered into this Agreement in 2012 and last renewed it in 2016.

FACTS AND ISSUES:
Why do I need to do this?
Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity

What other jurisdictions are involved?
Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

What kind of assistance are we talking about?
“Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?
The Assisting Party’s mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn’t want to send resources?
A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction’s own political subdivision.
What about liability and reimbursement?
Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?
Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all

other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

OPTIONS:
The City is not required to participate, but having access to these resources would be critically important in a large-scale incident.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
Funding would only be involved in the event of an emergency response.

RECOMMENDATION:
Approve as presented

SAMPLE MOTION:
I make a motion to authorize the Mayor to sign the Intergovernmental Agreement with GEMA for Statewide Mutual Aid.

COLLABORATING DEPARTMENT:
Administration

DEPARTMENT: Police

Prepared by: Melissa McCain

ATTACHMENTS

- Statewide Mutual Aid Agreement 2020.pdf

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: ____

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

(1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.

(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.

(5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

(6) “Participating Parties” means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.

(7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and

2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V
LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX
IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

__________________________________ _________________________________

Chief Executive Officer - Signature | Chief Executive Officer – Print Name

County/Municipality: ______________________

Date:_______/_________/_________

__________________________________ _________________________________

GEMA/HS Director – Signature | GEMA/HS Director – Print Name

Date:_______/_________/________

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for __________________________(county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

______________________________	______________________________
Print Name	Job Title/Position

____
Signature of Above Individual

______________________________	______________________________
Print Name	Job Title/Position

____
Signature of Above Individual

______________________________	______________________________
Print Name	Job Title/Position

____
Signature of Above Individual

______________________________ Date:________/_________/__________
Chief Executive Officer - Signature

____
Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for____________________

(county/municipality) for the purpose of reimbursement sought for mutual aid:

____ ____________________________________

Print Name Job Title/Position

____

Signature of Above Individual

____ ____________________________________

Print Name Job Title/Position

____

Signature of Above Individual

____ ____________________________________

Print Name Job Title/Position

____

Signature of Above Individual

____________________________________ Date:________/__________/__________

Chief Executive Officer - Signature

____

Chief Executive Officer – Print Name

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville and Hall Development Authority for Old Town Redevelopment Project

COUNCIL MEETING DATE: January 16, 2020

HISTORY:
The presentation of the Old Town Redevelopment Project plans and agreement between the Residential Group and the City was presented to the Tax Allocation District Advisory Committee (TADAC) on 8/30/2018 with unanimous recommendation from the committee to Council for up to $6.6 million in financing through the Gainesville Hall County Redevelopment Authority. The City of Flowery Branch City Council received the recommendations from the TADAC through a presentation at the 11/15/2018 Council Meeting. The motion was approved by City Council to proceed with the recommendations of the TADAC on 11/15/2018.
A sample of the Gainesville Hall County Redevelopment Authority bond resolution is attached for reference.

FACTS AND ISSUES:
Resolution 20-002 is the first step in the bond financing process for the TAD Old Town redevelopment projects.

- Not to exceed principal amount of $5.4 million;
- Not to exceed rate of 5.00%;
- Maximum Annual debt service of $450,000;
- Final maturity date of April 1, 2039.

**NOTE - the $5.4 million is an estimate. The City will only finance what is deemed necessary to complete the project. Final terms, interest rate, and amount of financed will be presented to Council for final approval before closing. This initial approval is necessary to start the financing and public offering process for the bonds.

***Council only needs to act on Resolution 20-002 and the Installment Agreement attached.

OPTIONS:
Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville Hall Development Authority for Old Town Redevelopment Project

(***Council only needs to act on Resolution 20-002 and the Installment Agreement attached.)

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
$5,400,000 Debt Financing, Series 2020 Revenue Bonds, with the Gainesville and Hall County Redevelopment Authority.

RECOMMENDATION:
Approve Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville and Hall Development Authority for Old Town Redevelopment Project

SAMPLE MOTION:
I make a motion to approve Resolution 20-002: Installment Agreement for Series 2020 Bonds with Gainesville Hall Development Authority for Old Town Redevelopment Project for financing not to exceed $5.4 million in aggregate principal amount of Gainesville and Hall County Development Authority Revenue Bonds, Series 2020; to authorize the conveyance of the project from the City to the Issuer and the purchase and sale of the project from the Issuer to the City; and for other related purposes.

COLLABORATING DEPARTMENT:
Administration

DEPARTMENT: Finance

Prepared by: Melissa McCain

ATTACHMENTS

- RES 20-002 - Installment Agreement for Series 2020 Bonds with Gainesville Hall County Dev Auth for Old Town Dev..pdf
- TRUST INDENTURE (00909278-2xA19C7).pdf
- INSTALLMENT SALE AGREEMENT (00910646-2xA19C7).pdf
- Exhibit A - Project Description.pdf
- GHDA Bond Resolution.pdf

BUSINESS RESOLUTION
NO. 20-002

RESOLUTION TO AUTHORIZE THE ENTERING INTO OF AN INSTALLMENT SALE AGREEMENT WITH THE GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY REGARDING THE SALE OF A CERTAIN PROJECT (HEREINAFTER DEFINED) LOCATED IN THE CITY OF FLOWERY BRANCH, HALL COUNTY, GEORGIA, AND TO APPROVE THE ISSUANCE AND TERMS OF NOT TO EXCEED $5,400,000 IN AGGREGATE PRINCIPAL AMOUNT OF GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY REVENUE BONDS (CITY OF FLOWERY BRANCH OLD TOWN PROJECT), SERIES 2020; TO AUTHORIZE THE CONVEYANCE OF THE PROJECT FROM THE CITY TO THE ISSUER AND THE PURCHASE AND SALE OF THE PROJECT FROM THE ISSUER TO THE CITY; AND FOR OTHER RELATED PURPOSES:

WHEREAS, the Gainesville and Hall County Development Authority (the "Issuer") has been created by and under amendments to the Constitution of the State of Georgia (Ga. Laws 1964, page 866, et seq.; Ga. Laws 1986, page 4328, et seq.), duly ratified and proclaimed, and an act of the General Assembly of the State of Georgia (Ga. Laws 1964, page 2282, et seq.), as amended (collectively, the "Act"), for the purpose of promoting and expanding for the public good and welfare industry and trade within the City of Gainesville and Hall County, Georgia, and reducing unemployment to the greatest extent possible in Hall County, Georgia (the "County"), and the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer and otherwise in accordance with the applicable provisions of the Revenue Bond Law (O.C.G.A. Section 36-82-60 et seq., as amended) furtherance of the public purpose for which it was created; and

WHEREAS, the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer, in furtherance of the public purpose for which it was created; and

WHEREAS, pursuant to the Act, the Issuer is authorized to undertake any "project" that is for any industrial, commercial, business, office, parking, public or other use, provided that the Issuer determines that the project and such use thereof would further the public purpose of the development of trade, commerce, industry and employment opportunities within Hall County; and

WHEREAS, pursuant to the Revenue Bond Law, the Issuer has the power to undertake, construct, maintain and operate any "undertaking" and to issue and sell revenue bonds for the purpose of raising funds for the payment, in whole or in part, of the cost of any "undertaking" of the Issuer; and to exercise all the rights, powers and privileges, and be subject to all the duties and liabilities, which a local government may exercise and/or be subject to under the provisions of the Revenue Bond Law; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parks and playgrounds; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parking areas and public parking buildings; and

WHEREAS, the City of Flowery Branch, Georgia (the "City") is located in Hall County, Georgia; and

WHEREAS, the City desires to improve its historic downtown center, colloquially known as "Old Town," in order to attract investment, development and growth, which will in turn create employment opportunities for its citizens; and

WHEREAS, the City desires to (i) acquire, construct, and equip public parks on certain real property in Old Town and (ii) construct certain sidewalks, streetscapes, and parking in Old Town, all as more particularly described on Exhibit "A" to the Agreement (hereinafter defined)(collectively, the "Project"); and

WHEREAS, the City has requested that the Issuer assist in the financing of the Project; and

WHEREAS, the Issuer has been advised by the City that the estimated amount necessary to finance the Project, including expenses incidental thereto, is $5,400,000, and the Issuer has determined that the most feasible method of accomplishing said financing is through the issuance, sale and delivery of its revenue bonds in the aggregate principal amount of not to exceed $5,400,000 in order to finance the acquisition, construction and equipping of the Project; and

WHEREAS, the Issuer has determined that such revenue bonds should be issued in one series denoted as "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020" (the "Series 2020 Bonds" or the "Bonds"); and

WHEREAS, after careful study and investigation the Issuer, in furtherance of the public purpose for which it was created, has agreed to issue the Bonds to finance the proposed acquisition, construction and equipping of the Project; and

WHEREAS, the Issuer has agreed to acquire, construct and equip the Project and then sell the Project to the City; and

WHEREAS, the Issuer proposes to enter into an installment sale agreement, dated as of March 1, 2020 (the "Agreement"), with the City under the terms of which the Issuer has agreed to sell the Project to the City, and the City has agreed to pay the Issuer purchase payments sufficient to pay the principal of, redemption premium (if any), and interest on the Bonds as the same become due and payable; and

WHEREAS, In accordance with the applicable provisions of the Redevelopment Powers Law (O.C.G.A. § 36-44-1, et seq., as amended), the City created, by activating resolution, dated December 5, 2007 (the "TAD Resolution"), Tax Allocation District One – Flowery Branch Old Town and Commercial Gateways (the "Flowery Branch Old Town and Commercial Gateways TAD"), effective December 31, 2007; and

WHEREAS, ad valorem taxes levied on all taxable property within the Flowery Branch Old Town and Commercial Gateways TAD, as calculated pursuant to O.C.G.A. § 36-44-3(14) ("Tax Allocation Increments"), are collected and shall be deposited into a special fund of the City created pursuant to O.C.G.A. § 36-44-11(c) and designated as the "Old Town and Commercial Gateways TAD Special Fund", to be used to improve economic and social conditions within the Redevelopment Area (as defined in the TAD Resolution); and

WHEREAS, the Project is located within the Redevelopment Area and will improve the economic and social conditions within the Redevelopment Area; and

WHEREAS, the Project constitutes a project as that term is defined in the Act that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer, and the Project constitutes an "undertaking" under the Revenue Bond Law that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer; and

WHEREAS, the City has determined that the issuance of the Bonds by the Issuer for the purpose of financing the Project will achieve such lawful and valid public purpose for the benefit of the citizens of the City of Flowery Branch and the inhabitants thereof; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the Issuer for the sale to the City of the facilities or services of the Issuer; and

WHEREAS, the Issuer, as permitted under the Act, has the power to acquire the Project and sell the Project to the City; and

WHEREAS, the Issuer will, pursuant to a resolution to be adopted in January, 2020 (the "Bond Resolution"), authorize the issuance of the Bonds and in order to secure the payment of the Bonds will duly authorize the execution and delivery of a Trust Indenture, dated as of March 1, 2020, between the Issuer and Regions Bank, as trustee (the "Indenture"), and the pledging of the Installment Sale Payments made by the City to the Issuer, pursuant to Section 5.2 of the Agreement, in accordance with the terms and provisions thereof; and

WHEREAS, it is necessary that all right, title and interest of the Issuer in the Agreement be assigned to a corporate trustee under the terms of the Indenture; and

WHEREAS, the City wishes to approve the transfer of the land and interests in land for the Project by the City to the Issuer; and

WHEREAS, the City wishes to approve the pledging of the Tax Allocation Increments to the payment of the Installment Sale Payments made pursuant to Section 5.2 of the Agreement; and

WHEREAS, the City wishes to approve the terms and issuance of not to exceed $5,400,000 in aggregate principal amount of the Series 2020 Bonds to finance the Project;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Flowery Branch, Georgia, and it is **HEREBY RESOLVED**, as follows:

Section 1. The City is authorized and directed to cause the acquisition, construction and equipping of the Project by the Issuer.

Section 2. The City is authorized and directed to execute and deliver to the Issuer a limited warranty deed transferring to the Issuer title to the land and interests in land for the Project described on Exhibit "A" of in the Agreement.

Section 3. The Agreement providing for the sale of the Project to the City by the Issuer is hereby approved, and the City is authorized to enter into said Agreement. The Agreement shall provide for payments in the amount equal to the principal and interest payments due on the Series 2020 Bonds. The Agreement shall be for a term beginning as of the date of the Series 2020 Bonds and ending not later than April 1, 2039. The Agreement shall be in substantially the form as presented to the Council and on file and of record with the City Clerk.

Section 4. The issuance of not to exceed $5,400,000 in aggregate principal amount of bonds of the Issuer known as "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020," is hereby approved. The Series 2020 Bonds (i) shall be dated as of their date of issuance, (ii) shall be in the form of fully registered bonds without coupons, (iii) shall bear interest at rates not exceeding 5.0% per annum, payable October 1, 2020, and semiannually thereafter on April 1 and October 1 of each year, (iv) shall be in the denomination of $5,000 each, or any integral multiple thereof, numbered consecutively from R-1 upward, (v) shall be transferable to subsequent owners as provided in the Indenture, and (vi) shall have a final principal maturity date of not later than April 1, 2039. The highest combined annual principal and interest requirements on the Series 2020 Bonds in any year shall not exceed $450,000.

The Bonds are being issued for the purpose of financing the Project.

Section 6. The Series 2020 Bonds shall be payable solely out of the payments payable by the City to the Issuer under the Agreement, and the assignment by the Issuer of its rights, including the payments, under the Agreement to secure the Series 2020 Bonds is consented to and approved.

Section 7. The creation of a special fund into which all Tax Allocation Increments shall be deposited is hereby ratified and confirmed. Such special fund is designated as the "Old Town and Commercial Gateways TAD Special Fund," and the monies in such Special Fund shall be expended for the purposes set forth in the City of Flowery Branch Redevelopment Plan for Tax Allocation District #1: Old Town and Commercial Gateways, including payment of the debt service on the Bonds and the payments required under Section 5.2 of the Agreement. The payments to be made by the City to the Issuer pursuant to Section 5.2 of the Agreement, in accordance with the terms and provisions thereof, shall be payable first from the Tax Allocation Increments collected and deposited in the Old Town and Commercial Gateways TAD Special Fund and then from the general funds of the City. No part of the Tax Allocation Increments received by the City in any Bond Year shall be used for any purposes other than to make the payments under Section 5.2(a) due in the applicable Bond Year until all such payments for that Bond Year have first been satisfied from such Special Fund in which the Tax Allocation Increments are deposited. “Bond Year” shall mean a twelve month period beginning on April 2 of each year and ending April 1 of the following year during the term of the Bonds, with the first Bond Year ending on April 1, 2021. An amount of the Tax Allocation Increments received by the City in each Bond Year sufficient to satisfy all such payment requirements under Section 5.2 of the Agreement for that Bond Year are hereby irrevocably pledged and appropriated to the payment of the Installment Sale Payments as the same become due and payable. The City hereby designates Renasant Bank, Flowery Branch, Georgia, as depository of the Old Town and Commercial Gateways TAD Special Fund.

Section 8. The City hereby designates the Series 2020 Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Internal Revenue Code and covenants that the Series 2020 Bonds do not constitute “private activity bonds,” as defined in Section 141 of the Internal Revenue Code, and that not more than $10,000,000 in aggregate principal amount of obligations the interest on which is excludable from gross income for federal income tax purposes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds, as defined in Section 145 of the Code), including the Series 2020 Bonds, have been or shall be issued by the City, including all subordinate entities of the City and all entities which issue obligations on behalf of the City, during the calendar year 2016. The entire principal amount of the Series 2020 Bonds shall be allocated to the City of Flowery Branch for purposes of Section 265(b)(3)(C)(iii) of the Code.

Section 9. The City Council hereby determines that the issuance of the Bonds by the Issuer for the purpose of financing the Project will achieve the lawful and valid public purpose of revitalizing and redeveloping the central business district of the City for the benefit of the citizens of the City of Flowery Branch and of developing and promoting for the public good and general welfare of the State of Georgia trade, commerce, industry and employment opportunities.

Section 10. The Mayor and the City Clerk are hereby authorized to execute the Agreement and all agreements, certificates, statements, assurances, and other documents and papers required of them or either of them under the terms of the Agreement or which may otherwise reasonably be required of them for the proper closing of the transactions contemplated by this Resolution and the Agreement.

Section 11. The Mayor and the City Clerk are hereby further authorized to execute all certificates, statements, assurances, and other documents and papers required of them or either of them which may reasonably be required of them in connection with the Project.

RESOLVED, ADOPTED AND APPROVED, this 16th day of January, 2020.

CITY OF FLOWERY BRANCH, GEORGIA

By:__________________________________
Mayor

Attest:_______________________________
City Clerk

(CITY SEAL)

CLERK'S CERTIFICATE

GEORGIA, HALL COUNTY

I, Melissa McCain, City Clerk of the City of Flowery Branch, Georgia, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a resolution adopted by the Council of the City at an open public meeting duly called and lawfully assembled on the 16th day of January, 2020, the original of said resolution being duly recorded in the Minute Book of the Council of said City, which minute book is in my custody and control.

WITNESS my hand and the official seal of the City of Flowery Branch, Georgia, this 16th day of January, 2020.

____
City Clerk

(SEAL)

916970-2

TRUST INDENTURE

between

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

and

Regions Bank, as Trustee

Dated as of March 1, 2020

Securing

[$5,400,000]
in aggregate principal amount of
Gainesville and Hall County Development Authority
Revenue Bonds
(City of Flowery Branch Old Town Project), Series 2020

TRUST INDENTURE
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The Table of Contents for this Trust Indenture is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provisions of this Trust Indenture.

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THIS TRUST INDENTURE, dated as of March 1, 2020, by and between the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY** (the "Issuer"), a public body corporate and a politic of the State of Georgia, duly organized and existing under the Constitution and laws of the State of Georgia, and **REGIONS BANK**, a state banking association organized and existing under the laws of Alabama, with an office located in Atlanta, Georgia, and having power and authority to accept and execute trusts, as Trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Issuer has been created under amendments to the Constitution of the State of Georgia (Ga. Laws 1964, page 866, et seq.; Ga. Laws 1986, page 4328, et seq.), duly ratified and proclaimed, and an act of the General Assembly of the State of Georgia (Ga. Laws 1964, page 2282, et seq.), as amended (collectively, the "Act"); and

WHEREAS, the Issuer was created for the purpose of promoting and expanding for the public good and welfare industry and trade within the City of Gainesville and Hall County, Georgia, and reducing unemployment to the greatest extent possible in Hall County, Georgia (the "County"), and the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer and otherwise in accordance with the applicable provisions of the Revenue Bond Law (O.C.G.A. §36-82-60 et seq., as amended), in furtherance of the public purpose for which it was created; and

WHEREAS, the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer, in furtherance of the public purpose for which it was created; and

WHEREAS, pursuant to the Act, the Issuer is authorized to undertake any "project" that is for any industrial, commercial, business, office, parking, public or other use, provided that the Issuer determines that the project and such use thereof would further the public purpose of the development of trade, commerce, industry and employment opportunities within Hall County; and

WHEREAS, pursuant to the Revenue Bond Law, the Issuer has the power to undertake, construct, maintain and operate any "undertaking" and to issue and sell revenue bonds for the purpose of raising funds for the payment, in whole or in part, of the cost of any "undertaking" of the Issuer; and to exercise all the rights, powers and privileges, and be subject to all the duties and liabilities, which a local government may exercise and/or be subject to under the provisions of the Revenue Bond Law; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parks and playgrounds; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parking areas and public parking buildings; and

WHEREAS, the City of Flowery Branch, Georgia (the "City") is located in Hall County, Georgia; and

WHEREAS, the City desires to improve its historic downtown center, colloquially known as "Old Town," in order to attract investment, development and growth, which will in turn create employment opportunities for its citizens; and

WHEREAS, the City desires to (i) acquire, construct, and equip public parks on certain real property in Old Town and (ii) construct certain sidewalks, streetscapes, and parking in Old Town, all as more particularly described on Exhibit "A" to the Agreement (hereinafter defined) (collectively, the "Project"); and

WHEREAS, the City has requested that the Issuer assist in the financing of the Project; and

WHEREAS, the Issuer has been advised by the City that the estimated amount necessary to finance the Project, including expenses incidental thereto, is $5,400,000, and the Issuer has determined that the most feasible method of accomplishing said financing is through the issuance, sale and delivery of its revenue bonds in the aggregate principal amount of **[$5,400,000]** in order to acquire and finance the City's Project; and

WHEREAS, the Issuer has determined that such revenue bonds should be issued in one series denoted as "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020" (the "Series 2020 Bonds" or the "Bonds"); and

WHEREAS, after careful study and investigation the Issuer, in furtherance of the public purpose for which it was created, has agreed to issue the Bonds to finance the proposed acquisition, construction and equipping of the Project; and

WHEREAS, the Issuer has agreed to acquire, construct and equip the Project and then sell the Project to the City; and

WHEREAS, the Issuer proposes to enter into an installment sale agreement, dated as of March 1, 2020 (the "Agreement"), with the City under the terms of which the Issuer has agreed to sell the Project to the City, and the City has agreed to pay the Issuer purchase payments sufficient to pay the principal of, redemption premium (if any), and interest on the Bonds as the same become due and payable; and

WHEREAS, the Project constitutes a project as that term is defined in the Act that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer, and the Project constitutes an "undertaking" under the Revenue Bond Law that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer; and

WHEREAS, the Issuer has found and declared that the issuance of the Bonds by the Issuer for the purpose of financing the acquisition, construction and equipping of the Project by the Issuer, and the payment of all costs of issuance of the Bonds (hereinafter sometimes referred to collectively as the "Undertaking") will achieve the lawful and valid public purpose for which the Issuer was created in that it will encourage and promote industry and trade in Hall County and will help reduce unemployment within Hall County; and

WHEREAS, the City has determined by resolution duly adopted on January 16, 2020, as supplemented by resolution adopted on **___________**, 2020, that the issuance of the Bonds by the Issuer for the purpose of financing the Undertaking will achieve such lawful and valid public purpose for the benefit of the citizens of the City of Flowery Branch and the inhabitants thereof; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the Issuer for the sale to the City of the Project or services of the Issuer; and

WHEREAS, the Issuer, as permitted under the Act, has the power to acquire, construct and equip the Project and sell the Project to the City; and

WHEREAS, the Issuer has, pursuant to resolution adopted in January, 2020, as supplemented by resolution adopted on **___________**, 2020 (collectively, the "Bond Resolution"), authorized the issuance of the Bonds and in order to secure the payment of the Bonds has duly authorized the execution and delivery of this Indenture and the pledging of the revenues of the Issuer from the Project, which are primarily the payments to be made by the City pursuant to Section 5.2 of the Agreement, in accordance with the terms and provisions hereof; and

WHEREAS, it is necessary that all right, title and interest of the Issuer in the Agreement be assigned to a corporate trustee under the terms of this Indenture; and

WHEREAS, the Issuer has duly determined that the Bonds hereinafter provided for, the certificate of authentication by the Trustee, and the registration provision shall be in substantially the form set forth in Section 2.05 hereof, with such variations, omissions, substitutions and insertions as are required or permitted by this Indenture and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon, as may be required to comply with any applicable laws or rules or regulations, or as may, consistently herewith, be determined by the officers executing such Bonds, as evidenced by their execution of the Bonds; and

WHEREAS, all acts, conditions and things necessary or required by the Constitution and laws of the State of Georgia or otherwise to exist, happen and be performed precedent to and in the execution and delivery of this Indenture do exist, have happened and have been performed, and the execution, acknowledgment and delivery of this Indenture have been in all respects duly authorized; and

WHEREAS, the Trustee has accepted the trusts created by this Indenture and in evidence thereof has joined in the execution and acknowledgment hereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS INDENTURE WITNESSETH:

That in order to secure the payment of the principal of and the interest on all Bonds issued under this Indenture according to their tenor and effect, and the performance and observance of each and every one of the covenants and conditions herein and in the Bonds contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the respective holders thereof, and also for and in consideration of the sum of ONE DOLLAR ($1.00) to it duly paid by the Trustee at or before the execution and delivery of this Indenture, and for other good and valuable considerations to it moving, the receipt of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured, and accepted by all persons who shall, from time to time, be or become holders thereof, the Issuer has pledged, assigned and set over, and by these presents does pledge, assign and set over, all to the extent and upon the conditions herein set forth, unto the Trustee and its successors in trust and assigns, forever:

I.

All right, title and interest of the Issuer in, to and under the Agreement, except the Reserved Rights, and all amendments, modifications and renewals thereof, including the payments to be made by the City pursuant to Section 5.2(a) of the Agreement.

II.

All amounts on deposit from time to time in the Bond Fund, subject to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein.

III.

Any and all other property of every kind and nature, from time to time, which was heretofore or hereafter is by delivery or by writing of any kind, given, granted, pledged, assigned, conveyed, mortgaged or transferred, as and for additional security hereunder, by the Issuer or by any other person, firm or corporation with the consent of the Issuer, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD the same unto the Trustee and its successors in trust and assigns forever;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of the Bonds issued hereunder and secured by this Indenture, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Bond over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or the date of maturity thereof, or for any other reason whatsoever (except as expressly provided in this Indenture), so that each and all of such Bonds shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby, with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof and as if all were expressed to mature on one and the same date.

PROVIDED, HOWEVER, and these presents are upon the condition that if the Issuer, or its successors, shall pay or cause to be paid to the holders of the Bonds the principal of and the interest to become due in respect thereof, at the times and in the manner stipulated herein and shall keep, perform and observe all and singular the covenants and agreements in the Bonds and in this Indenture expressed to be kept, performed and observed by or on the part of the Issuer, then this Indenture and the rights hereby granted shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the Issuer, the Trustee and the purchasers and holders, from time to time, of the Bonds that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall, from time to time, be or become the holders thereof, and the trusts and conditions upon which the pledged revenues and receipts are to be held and disposed of, which said trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined herein, the following words and terms as used herein shall have the following meanings unless the context or use clearly indicates another or different meaning or intent, and any other words and terms defined in the Agreement shall have the same meanings as assigned to them in the Agreement when used herein unless the context or use clearly indicates another or different meaning or intent:

"Act" means the Gainesville and Hall County Development Authority Act (Ga. Laws 1964, page 2282 et seq.) as amended, and certain amendments to the Constitution of the State of Georgia (Ga. Laws 1964, page 866, et seq.; Ga. Laws 1986, page 4328, et seq.).

"Authorized City Representative" means the person at the time designated to act on behalf of the City by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the City by the Mayor of the City. Such certificate may designate an alternate or alternates.

"Authorized Issuer Representative" means the person at the time designated to act on behalf of the Issuer by written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Chairman or Vice Chairman. Such certificate may designate an alternate or alternates. Such person must be satisfactory to the City and shall be replaced by the Issuer upon the written request of the City.

"Bond Fund" means the bond principal and interest payment fund created by Section 5.02 in which there shall be established a general account and a special account. Any reference herein to the "Bond Fund" without further qualification shall constitute a reference to said general account.

"Bond Registrar" means the Trustee.

"Bonds" or "Series 2020 Bonds" means the bonds of the Issuer issued hereunder. Any percentage of Bonds specified herein for any purpose is to be figured on the aggregate principal amount of Bonds then outstanding.

"Bondholder" or "holder of the Bonds" means the registered owner of any Bond.

"Chairman" means the Chairman of the Issuer.

"City" means the City of Flowery Branch, Georgia, a municipal corporation of the State of Georgia.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Costs of Issuance" means the costs paid or incurred to issue the Bonds.

"Counsel" means an attorney, or firm thereof, duly admitted to practice law before the highest court of any state in the United States of America or the District of Columbia.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an event of default.

"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 this Indenture.

"Event of Default" means the events specified in Section 9.01.

"Extraordinary Services" and "Extraordinary Expenses" means all services rendered and all expenses incurred by the Trustee under this Indenture other than Ordinary Services and Ordinary Expenses.

"Government Obligations" means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, or (b) obligations issued by a person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of, premium, if any, and interest on which are fully guaranteed as full faith and credit obligations by the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), which obligations, in either case, are not subject to redemption prior to maturity at less than par by anyone other than the holder.

"Indenture" means this Trust Indenture and any indentures supplemental hereto.

"Issuer" means the Gainesville and Hall County Development Authority, a public body corporate and politic of the State of Georgia, created and existing pursuant to the Act, and its successors and assigns.

"Old Town" means the historic downtown center of the City of Flowery Branch, Georgia.

"Ordinary Services" and "Ordinary Expenses" means those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture, including, but not limited to, Counsel fees.

"Outstanding," when used with reference to the Bonds at any date as of which the amount of outstanding Bonds is to be determined, means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds cancelled at or prior to such date;

(b) Bonds for the payment or redemption of which sufficient moneys and/or Government Obligations meeting the terms and conditions specified in Section 7.02 hereof shall have been theretofore transferred or deposited into the special account established in the Bond Fund (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee;

(c) Bonds in lieu of which others have been authenticated under Section 2.07 hereof; and

(d) For purposes of any consent or other action to be taken by the holders of a specified percentage of outstanding Bonds hereunder, all Bonds held by or for the Issuer or the City, except that for purposes of any such consent or action the Trustee shall be obligated to consider as not being outstanding only Bonds known by the Trustee to be so held.

"Payment in full of the Bonds**"** specifically encompasses the situations described in Section 7.02.

"Permitted Investments" means:

(a) any bonds or other obligations of the United States of America which as to principal and interest constitute direct obligations of the United States of America, or any obligations of subsidiary corporations of the United States of America fully guaranteed as to payment by the United States of America;

(b) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated;

(c) bonds or obligations of the State of Georgia or other counties, municipal corporations, and political subdivisions of the State of Georgia.

(d) certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of Federal savings and loan associations and state building and loan associations located within the State which have deposits insured by the Federal Savings and Loan Insurance Corporation (including the certificates of deposit of any bank, savings and loan association or building and loan association acting as depository, custodian or trustee for any proceeds of the Bonds); provided however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, if any, shall be secured by deposit with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank located within the State, of any obligations included in (a) , (b) and (c) above; and

(e) any other investments to the extent at the time permitted by then applicable law for the investment of public funds.

"Person" means any natural person, corporation, cooperative, partnership, trust or unincorporated organization, government or governmental body or agency, political subdivision or other legal entity as in the context may be appropriate.

"Principal Office of the Trustee" means the principal corporate trust office of the Trustee in Atlanta, Georgia.

"Project" means the (i) acquisition, construction, and equipping of public parks on certain real property in Old Town and (ii) construction of certain sidewalks, streetscapes, and parking in Old Town. The real and personal property comprising the Project are more particularly described on Exhibit "A" to the Agreement.

"Project Fund" means the Gainesville and Hall County Development Authority Revenue Bond Project Fund, Series 2020, created by Section 4.03.

"Reserved Rights" means the retained rights of the Issuer hereunder: (i) to give all approvals and consents permitted or required under the Agreement to be given by the Issuer; (ii) to execute supplements and amendments to the Agreement to the extent and in the manner permitted by this Indenture and by the Agreement; (iii) to receive all notices required to be given to the Issuer under the Agreement; (iv) to be indemnified by the City under Section 8.2 of the Agreement; and (v) to receive all amounts payable to the Issuer constituting fees, reimbursement of expenses and indemnification due to it under the Agreement.

"Revenues" means all revenues derived by the Trustee and the Issuer out of or in connection with the Project, including specifically, but without limitation, all payments to be received by the Trustee for the account of the Issuer pursuant to the Agreement.

"State" means the State of Georgia.

"Trust Estate" means the property described and conveyed to the Trustee pursuant to paragraphs I, II and III of the granting clause of this Indenture.

"Trustee" means the party so named and designated in the first paragraph of this Indenture and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor at the time serving as successor trustee hereunder.

"Undertaking" means the acquisition of the Project by the Issuer, and the payment of all costs of issuance of the Bonds.

Section 1.02. Certain Rules of Interpretation. The definitions set forth in Section 1.01 shall be equally applicable to both the singular and plural forms of the words and terms therein defined and shall cover all genders.

"Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Indenture and not solely to the particular Article, Section or subdivision hereof in which such word is used.

Reference herein to an Article number (e.g., Article IV) or a Section number (e.g., Section 7.02) shall be construed to be a reference to the designated Article number or Section number hereof unless the context or use clearly indicates another or different meaning or intent.

ARTICLE II
THE BONDS

Section 2.01. Authorized Amount of Bonds. No Bond may be issued under the provisions of this Indenture except in accordance with this Article II. The total principal amount of the Bonds that may be issued is hereby expressly limited to **[$5,400,000]**, subject to the provisions of Section 2.08.

Section 2.02. Issuance of the Series 2020 Bonds. The Series 2020 Bonds (i) shall be designated "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020," (ii) shall be dated as of their date of issuance, (iii) shall be in the form of fully registered bonds without coupons, (iv) shall bear interest (calculated on the basis of a 30-day month, 360-day year) from date until payment of the principal amount thereof at the annual rates set forth below, payable on April 1 and October 1 of each year commencing April 1, 2023, (v) shall be in the denomination of $5,000 each, or any integral multiple thereof, numbered consecutively from R-1 upward, (vi) shall be transferable to subsequent owners as hereinafter provided, and (vii) shall mature on October 1 in each of the years and in the maximum principal amounts set forth in the following table:

Year	Amount	Rate	Year	Amount	Rate
2023			2032		
2024			2033		
2025			2034		
2026			2035		
2027			2036		
2028			2037		
2029			2038		
2030			2039		
2031					

The principal amount of the Series 2020 Bonds shall be payable at maturity, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender thereof at the principal corporate trust office of Regions Bank, Atlanta, Georgia, Trustee, and payments of principal and interest on the Series 2020 Bonds shall be made by check or draft payable to the registered owners as shown on the bond registration book of the Issuer kept by the Trustee at the close of business on the fifteenth day of the calendar month immediately preceding the calendar month in which each payment date occurs. Such interest or principal and interest shall be mailed to the address shown on the bond registration book. At the option of the registered owner of any Series 2020 Bond, if such owner is the registered owner of not less than $500,000 in aggregate principal amount outstanding of Series 2020 Bonds, interest shall be paid by wire transfer in immediately available funds in accordance with wire transfer instructions filed with the Trustee at least 30 days prior to a payment date. Both the principal of and interest on the Series 2020 Bonds of this issue shall be payable in lawful money of the United States of America.

Notwithstanding the foregoing, as long as the Series 2020 Bonds are in book-entry form and registered in the name of a depository or its nominee, principal and interest shall be payable in accordance with Section 2.11 hereof.

Section 2.03. [Reserved].

Section 2.04. Execution; Limited Obligation. The Bonds shall be executed on behalf of Issuer by use of the manual signature of its Chairman or Vice Chairman and the official seal of Issuer shall be imprinted thereon and shall be attested with the manual signature of the Secretary of Issuer. If any officer of the Issuer whose signature shall appear on any Bond shall cease to be such officer before delivery of such Bond, such Bond nevertheless may be authenticated and delivered as though the person whose signature appears on such Bond had not ceased to be such officer of the Issuer. The Clerk of the Superior Court of Hall County shall manually execute the validation certificate on the Bonds and the official seal of said court shall be imprinted thereon.

The obligation of the Issuer to pay the Bonds and interest thereon shall not be a general obligation of the Issuer but shall be a limited obligation which shall be payable from, and wholly secured by, a pledge of the payments received from the City under the Agreement together with all other revenues and receipts of Issuer arising out of or in connection with the Project.

Section 2.05. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. Said certificate of authentication on any Bond shall be deemed to have been executed by the Trustee if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.06. Form of Series 2020 Bonds. The Series 2020 Bonds issued under this Indenture shall be substantially in the form hereinafter set forth with such variations, omissions and insertions as are permitted or required by this Indenture:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to issuer or its agent for registration of transfer, exchange, or payment and any certificate 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 in as much as the registered owner hereof, Cede & Co., has an interest herein.

NO. R-________ UNITED STATES OF AMERICA $___________

STATE OF GEORGIA

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY
REVENUE BONDS (CITY OF FLOWERY BRANCH OLD TOWN PROJECT),
SERIES 2020

BOND DATE	MATURITY DATE	INTEREST RATE	CUSIP
___________, 2020			

FOR VALUE RECEIVED, the Gainesville and Hall County Development (the "Issuer"), a public body corporate and politic of the State of Georgia, created under amendments to the Constitution of the State of Georgia (Ga. Laws 1964, page 866, et seq.; Ga. Laws 1986, page 4328, et seq.), duly ratified and proclaimed, and an act of the General Assembly of the State of Georgia (Ga. Laws 1964, page 2282, et seq.), as amended (collectively, the "Act"), hereby promises to pay to **CEDE & CO.**, or registered assigns, from the general assets of the Issuer and from the special fund hereinafter described, on the date specified above, upon presentation and surrender hereof at the principal corporate trust office of Regions Bank, Atlanta, Georgia, as Trustee (the "Trustee") under the hereinafter mentioned Trust Indenture, or if a successor trustee is hereafter appointed, then at the principal office of such successor, the principal sum of

___________________________________ DOLLARS ($______________)

in lawful money of the United States of America, and to pay in lawful money of the United States of America from the general assets of the Issuer and from said special fund, interest thereon from the date hereof, at the rate per annum specified above, payable October 1, 2020, and semiannually thereafter on April 1 and October 1 in each year (each an "Interest Payment Date"). Payments of interest on this Bond shall be made by check or draft payable to the registered owner as shown on the bond registration book of the Issuer kept by the Trustee at the close of business on the fifteenth (15th) day of the calendar month immediately preceding the calendar month in which each Interest Payment Date occurs, and such interest payments shall be mailed to the registered owner at the address shown on the bond registration book. At the option of the registered owner of any Series 2020 Bonds, if such owner is the registered owner of not less than $500,000 in aggregate principal amount outstanding of Series 2020 Bonds, interest shall be paid by wire transfer in immediately available funds in accordance with wire transfer instructions filed with the Trustee at least 30 days prior to an Interest Payment Date.

This Bond is one of a duly authorized series in the aggregate principal amount of **[$5,400,000]** (the "Series 2020 Bonds" or the "Bonds"), of like tenor except as to numbers, maturities, and interest rates, issued under and secured by a Trust Indenture, dated as of March 1, 2020, by and between the Issuer and the Trustee (the "Indenture"), and a resolution of the Issuer adopted on _______________, 2020, as supplemented by resolution adopted on _______________, 2020 (collectively, the "Bond Resolution"), for the purpose of (a) financing the (i) acquisition, construction, and equipping of public parks, certain real property in the City of Flowery Branch's historic downtown center ("Old Town") and (ii) the construction of certain sidewalks, streetscapes and parking in Old Town (collectively, the "Project") and (b) paying all costs of issuance of the Series 2020 Bonds.

The Issuer has designated the Series 2020 Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

No member or officer of the Issuer shall be subject to any personal liability by reason of the issuance of this Bond, all of such liability being expressly waived and released by every registered owner hereof by the acceptance hereof.

THIS BOND AND INTEREST HEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR A GENERAL OBLIGATION OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF INCLUDING HALL COUNTY, GEORGIA, THE CITY OF GAINESVILLE, GEORGIA, AND ANY POLITICAL SUBDIVISION OF THE STATE OF GEORGIA. THIS BOND IS PAYABLE SOLELY FROM THE PAYMENTS TO BE RECEIVED UNDER THE AGREEMENT (HEREINAFTER REFERRED TO) AND THE ISSUER IS OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON THIS BOND ONLY FROM THE GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY BOND FUND, SERIES 2020 (THE "BOND FUND"), CREATED IN THE INDENTURE. NOTWITHSTANDING THE FOREGOING, THE CITY'S OBLIGATION TO MAKE THE PAYMENTS REQUIRED UNDER THE AGREEMENT IS A GENERAL OBLIGATION OF THE CITY FOR WHICH IT SHALL

BE REQUIRED TO LEVY TAXES TO MAKE THE PAYMENTS AS SET FORTH IN THE AGREEMENT.

As security for the payment of the Bonds the Issuer has entered into an installment sale agreement with the City, dated as of March 1, 2020 (the "Agreement"), under which Agreement the City has obligated itself to make payments to the Issuer, which payments equal or exceed the debt service requirements on the Bonds and will be pledged to the payment of (and which will be sufficient to pay) the principal of, premium, if any, and the interest on, the Bonds as the same become due. The Agreement has been assigned by the Issuer to the Trustee as security for the payment of the Bonds under the terms of the Indenture.

The Indenture provides, among other things, for the payment into the Bond Fund out of funds received by the Trustee of the amounts required to pay the principal of, premium, if any, and the interest on the Bonds as the same become due. Reference to the Indenture is hereby made for a more detailed description of the aforesaid Bond Fund which is charged with and pledged to the payment of the Bonds, the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the terms and conditions under and upon the occurrence of which the Indenture and the Agreement may be modified, and the terms and conditions under and upon the occurrence of which the lien of the Indenture may be released as to this Bond prior to the maturity hereof, to all of the provisions of which the holder hereof, by the acceptance of this Bond, assents.

The Series 2020 Bonds having stated maturities on April 1 in the years 2031, 2032, 2033, and 2034 may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2030 and thereafter may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2030, from any moneys which may be made available for such purpose as provided in the Indenture. The Series 2020 Bonds having stated maturities on April 1, 2035 and thereafter may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2025 and thereafter may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2025, from any moneys which may be made available for such purpose as provided in the Indenture. Such redemption shall be made upon payment of a redemption price for each Series 2020 Bond to be redeemed equal to the principal amount of such Bond plus accrued interest to the date fixed for redemption.

In addition, the Series 2020 Bonds maturing on April 1, 20__, are subject to mandatory redemption prior to maturity in the following principal amounts and on the dates set forth below (the 20___ amount to be paid rather than redeemed):

April 1 of the Year	Principal Amount
20__	$ _______
20__	_______

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The Issuer shall redeem such an aggregate principal amount of the Series 2020 Bonds maturing on a mandatory redemption date at a redemption price equal to the principal amount thereof plus the interest due thereon on such mandatory redemption date.

If the Series 2020 Bonds are called in part, then any Series 2020 Bonds so called for redemption may be in any order of maturity, and if less than a full maturity, by lot in such manner as shall be deemed reasonable by the Bond Registrar. Notice designating the Series 2020 Bonds to be redeemed, as aforesaid, shall be mailed, postage prepaid, to all registered owners of Series 2020 Bonds to be redeemed in whole or in part at the addresses which appear upon the bond registration book not more than sixty (60) days and at least thirty (30) days prior to the redemption date.

This Bond is transferable only upon the bond registration book kept for that purpose at the principal corporate trust office of the Trustee by the registered owner hereof in person, or by his attorney, duly authorized in writing, upon the surrender and presentation to the Trustee of this Bond duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney, duly authorized in writing, and thereupon a new registered Bond, in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor. The Series 2020 Bonds are issuable in the form of fully registered bonds in the denomination of $5,000, or any integral multiple thereof, and are exchangeable at the principal corporate trust office of the Trustee in the same manner, subject to the conditions and upon payment of charges, if any, provided in the Indenture. Neither the Issuer nor the Bond Registrar shall be required to transfer or exchange any Series 2020 Bond called for redemption during the fifteen (15) days immediately preceding a redemption date, except in such manner as may be necessary to effect the partial redemption of any Series 2020 Bond. The Issuer and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for all purposes, and neither the Issuer nor the Trustee shall be bound by any notice or knowledge to the contrary.

The Issuer has established a book-entry system of registration for the Series 2020 Bonds, and, except as specifically provided otherwise in the Indenture, 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 2020 Bonds are in book-entry system of registration, the Indenture provides special provisions relating to the Series 2020 Bonds that override certain other provisions of the Indenture.

The registered owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute any action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all Series 2020 Bonds issued under the Indenture and then outstanding may become or be declared due and payable before the stated maturity thereof together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

This Bond is issued with the intent that the laws of the State of Georgia shall govern its construction.

To the extent permitted by the Indenture, modification or amendment of the Indenture may be made by resolution of the Issuer with the written consent of the Trustee, the City and the holders of two-thirds in principal amount of Bonds then outstanding and without necessity for notation hereon or reference thereto.

It is hereby recited and certified that all acts, conditions and things required by the Constitution and laws of the State of Georgia to happen, exist and be performed precedent to and in the issuance of this Bond, the execution of the Indenture, and the adoption of the aforesaid resolution by the Issuer have happened, do exist and have been performed as required.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until it shall have been authenticated by the execution by the Trustee by manual signature of the certificate hereon endorsed.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed under its corporate seal by the use of the manual signature of its Chairman and a physical imprint of its corporate seal to be imprinted hereon and attested by the use of the manual signature of its Secretary, all as of the ________ day of ________________, 2020.

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By:___________________________________
Chairman

Attest:________________________________
Secretary

(CORPORATE SEAL)

Date of Authentication: _____________, 20____

TRUSTEE'S AUTHENTICATION CERTIFICATE

The above Bond is one of the Series 2020 Bonds described in the within-mentioned Trust Indenture, and is hereby authenticated as of the date of its execution as stated in the Bond.

Regions Bank, as Trustee

By:____________________________________
Authorized Signatory

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF HALL

The undersigned Clerk of the Superior Court of Hall County, State of Georgia, **DOES HEREBY CERTIFY** that this Bond was validated and confirmed by judgment of the Superior Court of Hall County, Georgia, entered in Civil Action File No. ________________, in said Court, on the ___ day of January, 2020, and that no intervention or objection was filed in the proceedings validating same and that no appeal from said judgment of validation has been taken.

WITNESS my signature and the seal of the Superior Court of Hall County, Georgia, this ______ day of _______________, 2020.

____
Clerk of the Superior Court of
Hall County, Georgia

(SEAL)

* * * * *

DTC FAST RIDER

Each such bond certificate shall remain in the Bond Registrar's custody subject to the provisions of the FAST Balance Certificate Agreement currently in effect between the Bond Registrar and DTC – FAST Agreement.

* * * * *

ASSIGNMENT

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

____

(NAME)

(Tax Identification or Social Security No. _______________________________) the within bond and all rights thereunder, hereby constituting and appointing ________________________ attorney to transfer this bond on the bond registration book kept for such purpose by the Trustee, with full power of substitution in the premises.

DATED:____________________________

____
Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

____
Signature Guaranteed

(End of Series 2020 Bond Form)

Section 2.07. [Reserved].

Section 2.08. Delivery of the Bonds. Upon the execution and delivery of this Indenture, Issuer shall execute the Bonds and deliver them to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to the purchaser or purchasers as shall be directed by the Issuer as hereinafter in this Section provided.

Prior to the delivery by Trustee of any of the Bonds there shall be filed with Trustee:

1. A certified copy of the resolutions adopted by Issuer authorizing the issuance of the Bonds and the execution, delivery and performance of this Indenture and the Agreement;

2. An original executed counterpart of this Indenture and the Agreement;

3. An original executed counterpart of the certification of the Issuer establishing its reasonable expectations to the effect that the Bonds will not be "arbitrage bonds" within the meaning of Section 148 of the Code;

4. A request and authorization to the Trustee on behalf of Issuer and signed by its Chairman or Vice Chairman to authenticate and deliver the Bonds to the initial purchaser or purchasers therein identified upon payment to the Trustee, but for the account of Issuer, of a sum specified in such request and authorization plus accrued interest on the Bonds to the date of such delivery. The proceeds from the sale of the Bonds shall be paid over to the Trustee and applied pursuant to Article IV hereof;

5. An approving legal opinion of Bond Counsel with respect to the Bonds;

6. An opinion of Counsel to the Issuer to the effect that the Bonds and this Indenture have been duly authorized, executed and delivered by the Issuer and constitute legal, valid, binding and enforceable obligations of the Issuer, and covering such additional matters as may be required by the Trustee; and

7. An opinion of Counsel to the City to the effect that the Agreement has been duly authorized, executed and delivered by the City and constitutes the legal, valid, binding and enforceable obligation of the City, and covering such additional matters as may be required by the Trustee.

Section 2.09. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee (upon the receipt of a written authorization from the Issuer) may authenticate and deliver a new Bond of like maturity 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 Issuer, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer and the Trustee evidence satisfactory to them of the ownership of such Bond and of such loss, theft or destruction, together with an indemnity satisfactory to them. If any such Bond shall have matured, or been called for redemption prior to maturity, instead of issuing a new Bond, the Issuer may pay the same. The Issuer and the Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.10. Registration of Bonds; Persons Treated as Owners. The Trustee shall keep the bond registration book for the transfer of the Bonds as provided in this Indenture, and the Trustee is hereby constituted and appointed the Bond Registrar of the Issuer. Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds in authorized denominations for a like aggregate principal amount. Any Bond, upon surrender thereof at the principal corporate trust office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or its attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of any denominations authorized by this Indenture in an aggregate principal amount equal to the principal amount of such Bond. In each case, the Trustee may require the payment by the registered owner of the Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. The Trustee shall not be required to exchange or register a transfer of any Bonds called for redemption during the 15-day period next preceding a redemption date, except, in the case of any Bond to be redeemed in part, the portion thereof not so to be redeemed. The Trustee and the Issuer may treat the person in whose name a Bond is registered as the absolute owner thereof for all purposes, and neither the Issuer nor the Trustee shall be bound by any notice or knowledge to the contrary, but such registration may be changed as herein above provided. All payments made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.11. Book-Entry Only System.

(a) The Issuer hereby provides that the Series 2020 Bonds shall initially be issued in book-entry form. Notwithstanding any inconsistent provision in this Indenture to the contrary, the provisions of this Section 2.11 shall govern at any time that the Series 2020 Bonds are issued in book-entry form.

(b) Series 2020 Bonds issued in book-entry form shall be issued in the form of one fully-registered immobilized bond for each maturity of Series 2020 Bonds outstanding which bonds, taken together, will represent the total aggregate principal amount of the Series 2020 Bonds, which Series 2020 Bonds (except as provided in paragraph (i) below) shall be registered in the name of Cede & Co., as nominee of DTC; provided, that if DTC shall request that the Series 2020 Bonds be registered in the name of a different nominee, the Trustee shall exchange all or any portion of the Series 2020 Bonds for an equal aggregate principal amount of Series 2020 Bonds registered in the name of such other nominee or nominees of DTC. No person other than DTC or its nominee shall be entitled to receive from the Issuer or the Trustee a Series 2020 Bond or any other evidence of ownership of the Series 2020 Bonds, or any right to receive any payment or notice in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Series 2020 Bonds on the Series 2020 Bond registration books to be maintained by the Trustee, in connection with discontinuing the book-entry system as provided in paragraph (i) below or otherwise.

(c) So long as the Series 2020 Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal, redemption price of or interest on such Series 2020 Bonds shall be made to DTC or its nominee in immediately available funds on the dates provided for such payments under this Indenture and at such times as provided in the Letter of Representations to be entered into among the Issuer, the Trustee and DTC or in a blanket letter of representation executed by the Issuer and delivered to DTC (the "Representation Letter"). Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the Issuer or the Trustee with respect to the principal, redemption price or of interest on the Series 2020 Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Series 2020 Bonds Outstanding of any maturity, the Trustee shall not require surrender by DTC or its nominee of the Series 2020 Bonds so redeemed, but DTC or its nominee may retain such Series 2020 Bonds and make an appropriate notation thereon as to the amount of such partial redemption; provided, that DTC shall deliver to the Trustee, upon request, a written confirmation of such partial prepayment and thereafter the records maintained by the Trustee shall be conclusive as to the amount of the Series 2020 Bonds of such maturity which have been redeemed.

(d) All transfers of beneficial ownership interests in such Series 2020 Bonds issued in book-entry form shall be effected by procedures by DTC with its participants for recording and transferring the ownership of beneficial interests in each such series of Series 2020 Bonds.

(e) The Issuer and the Trustee may treat DTC (or its nominee) as the sole and exclusive Owner of the Series 2020 Bonds registered in its name for the purposes of payment of the principal, redemption price of or interest on the Series 2020 Bonds, selecting the Series 2020 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Owners under this Indenture, registering the transfer of Series 2020 Bonds, obtaining any consent or other action to be taken by Owners and for all other purposes whatsoever; and the Issuer and the Trustee shall not be affected by any notice to the contrary. The Issuer and the Trustee shall not have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Series 2020 Bonds under or through DTC or any such participant, or any other person which is not shown on the Series 2020 Bond registration books as being an Owner, with respect to: (i) the Series 2020 Bonds, or (ii) the accuracy of any records maintained by DTC or any such participant; or (iii) the payment by DTC or any such participant of any amount in respect of the principal, redemption price of or interest on the Series 2020 Bonds; or (iv) any notice which is permitted or required to be given to Owners under this Indenture; or (v) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Series 2020 Bonds; or (vi) any consent given or other action taken by DTC as Owner.

(f) So long as the Series 2020 Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Owners under this Indenture shall be given to DTC as provided in the Representation Letter to be delivered to DTC, in form and content satisfactory to DTC, the Issuer and the Trustee.

(g) In connection with any notice or other communication to be provided to Owners pursuant to this Indenture by the Issuer or the Trustee with respect to any consent or other action to be taken by Owners, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the Issuer or the Trustee shall give DTC notice of any special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(h) The book-entry system for registration of the ownership of the Series 2020 Bonds in book-entry form may be discontinued at any time if: (i) after notice to the Issuer and the Trustee, DTC determines to resign as securities depository for the Series 2020 Bonds; or (ii) after notice to DTC and the Trustee, the Issuer determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the Issuer; or (iii) after notice to the Issuer and the Trustee, DTC determines that the current system of book-entry transfers through DTC does not permit DTC to act as a securities depository for the Series 2020 Bonds. In each of such events (unless, in the cases described in clause (i) or (iii) above, the Issuer appoints a successor securities depository), the Series 2020 Bonds shall be delivered in registered certificate form to such persons, and by series in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Issuer or the Trustee for the accuracy of such designation. Whenever DTC requests the Issuer and the Trustee to do so, the Issuer and the Trustee shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of bonds evidencing the Series 2020 Bonds.

(i) The Issuer hereafter may amend this Indenture or enter into one or more amendments or supplements hereto without notice to or consent of the Owners of any of the Series 2020 Bonds in order (i) to offer to the beneficial owners of the Series 2020 Bonds the option of receiving any Series 2020 Bonds in certificated form or (ii) to require the execution and delivery of certificated Series 2020 Bonds representing a portion or all of the Series 2020 Bonds, (A) if DTC shall cease to serve as depository and no successor depository can be found to serve upon terms satisfactory to the Issuer, or (B) if the Issuer determines that it would be in their best interest or in the best interests of the beneficial owners of the Series 2020 Bonds that they obtain certificated Series 2020 Bonds; provided, that any such amendment or supplement is in form reasonably satisfactory to the Trustee.

ARTICLE III
REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01. Redemption Dates and Prices.

The Series 2020 Bonds having stated maturities on April 1 in the years 2031, 2032, 2033, and 2034 may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2030 and thereafter may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2030, from any moneys which may be made available for such purpose as provided in the Indenture. The Series 2020 Bonds having stated maturities on April 1, 2035 and thereafter may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2025 and thereafter may be redeemed prior to their respective maturities at the option of the Issuer, either in whole or in part, on any date in any year not earlier than April 1, 2025, from any moneys which may be made available for such purpose as provided in the Indenture. Such redemption shall be made upon payment of a redemption price for each Series 2020 Bond to be redeemed equal to the principal amount of such Bond plus accrued interest to the date fixed for redemption.

Section 3.02. Mandatory Redemption.

The Series 2020 Bonds maturing on April 1, 20__, are subject to mandatory redemption prior to maturity in the following principal amounts and on the dates set forth below (the 20__ amount to be paid rather than redeemed):

April 1 of the Year	Principal Amount
20__	$ _______
20__	_______

At the Issuer's option, to be exercised on or before the forty-fifth (45th) day next preceding any mandatory redemption date, the Issuer may (a) deliver to the Bond Registrar for cancellation bonds maturing on any mandatory redemption date, in any aggregate principal amount desired, or (b) receive a credit in respect of the Issuer's mandatory redemption obligation pursuant to this Section 3.02 for the Series 2020 Bonds maturing on any mandatory redemption date which prior to said date have been redeemed (otherwise than through the operation of mandatory redemption) and cancelled by the Bond Registrar and not theretofore applied as a credit against any mandatory redemption obligation for such maturity. Each Series 2020 Bond so delivered or previously redeemed shall be credited by the Bond Registrar at 100% of the principal amount thereof on the mandatory redemption obligation of the Issuer pursuant to this Section 3.02 and any excess shall be credited on future mandatory redemption obligations in chronological order and the principal amount of such Series 2020 Bonds maturing on any mandatory redemption date, to be redeemed by operation of mandatory redemption shall be accordingly reduced.

The Issuer shall, before the forty-fifth (45th) day next preceding each mandatory redemption date, furnish the Trustee with its certificate indicating whether or not and to what extent the provisions of (a) and/or (b) of the preceding paragraph are to be availed of with respect to such mandatory redemption payment and confirm that moneys equal to the balance of such mandatory redemption payment will be paid at least one (1) business day prior to the next succeeding mandatory redemption payment date. Failure of the Issuer to furnish any such certificate shall be deemed to constitute a conclusive determination by the Issuer that the provisions of neither (a) nor (b) of the preceding paragraph are to be availed of in any way with respect to such mandatory redemption payment and the Issuer's confirmation that moneys equal to the entire amount of such mandatory redemption payment will be paid at least one (1) business day prior to the next succeeding mandatory redemption payment date. In the event the then current mandatory redemption obligation shall be entirely satisfied in accordance with the provisions of (a) and/or (b) of the preceding paragraph, on behalf of the Issuer, the Bond Registrar shall not be required to give notice as provided in Section 3.05 of this Article.

The Issuer shall redeem, in the manner provided in Section 3.03 of this Article, such an aggregate principal amount of the Series 2020 Bonds maturing on any mandatory redemption date at a redemption price equal to the principal amount thereof plus the interest due thereon on the mandatory redemption date as will exhaust as nearly as practicable such cash mandatory redemption payment.

Section 3.03. Partial Redemption of Bonds. If the Bonds of this issue are called for redemption in part pursuant to Section 3.01 of this Article III, then any Bonds or principal installments of Bonds so called for redemption may be called in any order of maturity elected by the Issuer as directed by the City, and if less than a full maturity, by lot in such manner as shall be deemed reasonable by the Bond Registrar. If less than all of the Bonds of a single maturity are to be redeemed, any Bond of such maturity outstanding in a denomination greater than $5,000 may be called for partial redemption in the principal amount of $5,000 or any multiple thereof and for the purpose of designating the Bonds to be redeemed or the principal amount of any Bond to be partially redeemed, the Bond Registrar shall treat the entire principal amount of the Bonds of such maturity then outstanding as if same were separate Bonds of $5,000 each and shall assign separate numbers to each for the purpose of determining by lot the Bonds or the principal amount of any Bond in denominations greater than $5,000 to be redeemed. With respect to any Bond called for partial redemption, the registered owner thereof shall surrender such Bond to the Bond Registrar in exchange for one or more Bonds in any authorized denomination in the aggregate principal amount equal to the unredeemed principal amount of such Bond so surrendered.

Section 3.04. Certificate of Bond Registrar. The Bond Registrar shall furnish the Issuer on or before the forty-fifth (45th) day next preceding each redemption date with its certificate setting forth the Bonds that have been selected for redemption either in whole or in part on such date.

Section 3.05. Notice of Redemption. Not more than sixty (60) days and at least thirty (30) days before any date upon which any redemption is to be made a notice of intention so to redeem signed by the Trustee at the direction of the Issuer designating the redemption date and the Bonds to be redeemed (in whole or in part) shall be mailed, postage prepaid, to all registered owners of Bonds to be redeemed (in whole or in part) at the addresses which appear upon the Bond registration book. The Issuer shall give such direction to the Trustee in writing at least ten (10) days prior to the date of intended distribution of the redemption notice.

Section 3.06. Effect of Redemption Call. Notice having been given in the manner and under the conditions hereinabove provided, the Bonds of this issue so designated for redemption or the portion of the Bonds so designated for partial redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price hereinabove specified, and from and after the date of redemption, unless default shall be made in the payment of Bonds so designated for redemption or the portion of the Bonds so designated for partial redemption, interest on the principal amount of said Bonds so designated for redemption shall cease to accrue.

At least one (1) business day prior to the redemption date, sufficient moneys shall be deposited in the Bond Fund to pay the principal amount of the Bonds called for redemption and accrued interest thereon to the redemption date.

Section 3.07. Cancellation. All Bonds paid or purchased, either at or before maturity, shall immediately be cancelled and destroyed by the Trustee and shall not be reissued and a certificate evidencing such cancellation and destruction shall be furnished to the Issuer and the City.

Section 3.08. Refunding. In the event the Issuer shall determine that it is desirable to refund any Bonds and shall deposit irrevocably in trust sums which when invested in Government Obligations will be sufficient: (a) to pay the principal of and the interest on the Bonds as the same mature until the final maturity thereof; (b) to pay the principal of all Bonds at maturity; and (c) to pay all paying agents' fees due in connection with the payment of any such principal and interest, such Bonds shall thereafter have no right or lien under this Indenture other than the right to receive payment from said special fund and the privilege of registration and transfer of Bonds and the same shall not be considered to be outstanding hereunder for any purpose.

In addition, the defeasance of any Bonds shall require the delivery of the following items to the Trustee:

(a) An opinion of nationally recognized bond counsel to the effect (i) that the defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest on the Bonds or refunded bonds and (ii) that the Bonds are no longer "Outstanding" under this Indenture;

(b) A refunding trust or escrow agreement (the "Escrow Agreement") and an opinion of independent counsel regarding the validity and enforceability of the Escrow Agreement; and

(c) The Escrow Agreement shall provide that:

(i) Any substitution of securities shall require verification by an independent certified public accountant.

(ii) The Issuer will not exercise any optional redemption of Bonds secured by the Escrow Agreement or any other redemption other than mandatory redemptions unless (i) the right to make any such redemption has been expressly reserved in the Escrow Agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition of any such redemption there shall be provided to the Issuer a verification of an independent certified public accountant as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following such redemption.

ARTICLE IV
CUSTODY AND APPLICATION OF PROCEEDS OF BONDS

Section 4.01. Disposition of Accrued Interest. Upon the issuance and delivery of the Bonds there shall be paid into the Bond Fund hereinafter created all accrued interest, if any, derived from the sale of the Bonds.

Section 4.02. Application of Proceeds of Bonds. The proceeds to be derived from the sale of the Series 2020 Bonds, net of underwriter's discount, shall be deposited into the Project Fund created under Section 4.03 below.

Section 4.03. Project Fund. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "Gainesville and Hall County Development Authority Revenue Bond Project Fund, Series 2020" (the "Project Fund").

The Trustee is hereby further authorized and directed to issue its checks or other appropriate orders for transfer of funds for each disbursement required by the provisions of Section 4.05 and the Trustee shall be relieved of all liabilities with respect to making disbursements in accordance with said Section 4.05.

The Trustee shall maintain adequate records pertaining to the Project Fund and all disbursements therefrom and shall file an accounting thereof with the Issuer and with the City.

Section 4.04. [Reserved].

Section 4.05. Disbursements from the Project Fund. The Trustee shall, from time to time, pay out or permit the withdrawal of funds in the Project Fund as set forth in Section 4.03 hereof and as to Costs of Issuance to or upon the order of the City for the payment or reimbursement of the Costs of Issuance upon receipt by the Trustee of a requisition drawn on the Project Fund signed by the Authorized City Representative, accompanied by a certificate by the persons signing such requisition certifying:

(a) that an obligation in the stated amount has been properly incurred, that the same constitutes one of the Costs of Issuance and that the same has not been paid, specifying the purpose and circumstances of such obligation in reasonable detail and to whom such obligation is owed, accompanied by the bill or statement of account for such obligation or duplicates thereof; and

(b) that no default exists with respect to the Bonds or under this Indenture.

Section 4.06. Project Fund Audit. Upon request of the Issuer or the City, the Trustee shall cause an audit to be made (at the cost of the City) by an independent certified public accountant (or firm thereof) selected by the Issuer and the City covering all receipts and moneys then on deposit and the security held to the credit of the Project Fund, and the details of all disbursements made under Section 4.03 hereof and all disbursements made for the payment of any part of the Costs of Issuance, and copies of the audits so made shall be furnished to the Issuer, the City and upon request, to the designated representative of the original purchaser of the Bonds.

Section 4.07. [Reserved].

Section 4.08. Transfer of Project Fund Moneys. After payment of the Cost of Issuance and not later than thirty-six (36) months after the date of issuance of the Bonds, any funds remaining in the Project Fund shall be transferred to the general account in the Bond Fund. The Trustee shall apply any such moneys as directed by the City, and the City covenants and agrees that it will not direct the Trustee to make any use of such moneys which would result in the loss of the exemption from federal income taxation of the interest on the Bonds.

Section 4.09. Investment of Project Fund Moneys. Moneys in the Project Fund not required to pay current obligations and obligations anticipated by the Issuer and the City to be incurred and become due within thirty (30) days shall be invested and reinvested by the Trustee as directed by the City in Permitted Investments maturing not later than twelve (12) months from date of purchase. All increments from such investments and reinvestments shall be added to the Project Fund as provided in Section 6.01. The Trustee shall not be responsible for investing the Project Fund in the absence of instructions and shall not be responsible for any losses resulting from investment of the Project Fund.

Section 4.10. Agreement with respect to Exemption of Interest from Federal Income Taxation. The Trustee shall act in accordance with the provisions of this Indenture and pursuant to directions received from the City. The Issuer shall cause the City to covenant and agree that it will not direct the Trustee to take any action which would result in the loss of the exemption from Federal income taxation of the interest on the Bonds.

ARTICLE V
REVENUES AND FUNDS

Section 5.01. Source of Payment of Bonds. The Bonds herein authorized and all payments by Issuer hereunder are not general obligations of Issuer but are limited obligations payable solely from the payments received from the City under Section 5.2(a) of the Agreement.

The payments provided in Section 5.2(a) of the Agreement are to be remitted directly to the Trustee for the benefit of the Bondholders and from said payments the Trustee shall make timely payments into the Bond Fund in amounts sufficient to ensure the prompt payment of the principal of, premium, if any, and interest on the Bonds, all as provided in Section 5.03.

Section 5.02. Creation of Bond Fund. There is hereby created by Issuer and ordered established with the Trustee a trust fund to be designated "Gainesville and Hall County Development Authority Bond Fund, Series 2020," which shall be used to pay the principal of and interest on the Bonds. There shall be established as trust accounts within the Bond Fund a general account and a special account. Any reference in this Indenture to "Bond Fund" without further qualification or explanation shall constitute a reference to said general account.

Section 5.03. Application of Payments under Agreement and Payments into Bond Fund. There shall be deposited into the Bond Fund all accrued interest received, if any, at the time of the issuance, sale and delivery of the Bonds. In addition, there shall be paid into the Bond Fund, as and when received,

(a) any amount remaining in the Project Fund to the extent provided in Section 4.08 hereof;

(b) all payments specified in Section 5.2(a) of the Agreement,

(c) all moneys required to be so deposited pursuant to Section 3.06 hereof, and

(d) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement or this Indenture which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund.

The Issuer agrees that so long as any of the Bonds are outstanding it will pay, or cause to be paid, into the Bond Fund from the sources of payment described in Section 5.01 sufficient moneys to promptly pay the principal of and the interest on the Bonds as the same become due and payable.

Payments made by the City pursuant to Section 5.2(b) of the Agreement to cover fees and expenses of the Paying Agent and the Trustee shall be retained by the Trustee and used for the intended purposes.

Section 5.04. Use of Moneys in Bond Fund.

(a) Except as provided in Section 5.10, moneys in the Bond Fund shall be used solely for the payment of the principal of and interest on the Bonds. No part of the payments under the Agreement required to be paid into the Bond Fund shall be used optionally to redeem, prior to maturity, a portion of the Bonds; provided, that whenever the moneys held in the Bond Fund from any source whatsoever are sufficient to redeem all of the Bonds (including any redemption premium) and to pay interest accrued thereon prior to such redemption, the Issuer agrees to take and cause to be taken the necessary steps to redeem all of the Bonds on the next succeeding redemption date for which the required redemption notice can be given; and, provided further, that any moneys in the Bond Fund other than payments received by the Trustee under the Agreement may be used optionally to redeem the Bonds so long as the City is not in default with respect to any payments under the Agreement.

(b) At the maturity date or redemption date prior to maturity of each Bond and at the due date of each installment of interest on each Bond the Trustee shall transfer from the general account in the Bond Fund to the special account in the Bond Fund sufficient moneys to pay any principal, premium and/or interest then due and payable with respect to each such Bond. Moneys so transferred into said special account shall not thereafter be invested in any manner but shall be held by the Trustee without liability on the part of the Trustee or the Issuer for interest thereon until actually paid out for the purposes intended.

The Issuer hereby authorizes and directs the Trustee to withdraw, from time to time, sufficient moneys from the special account in the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable.

Section 5.05. Custody of the Bond Fund. The Bond Fund shall be held by the Trustee as a trust fund for the benefit of the Bondholders. The general account and the special account established in the Bond Fund shall also constitute trust accounts.

Section 5.06. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or at the redemption date, provided moneys sufficient to pay such Bond shall have been made available to the Trustee and are held in the special account in the Bond Fund for the benefit of the holder thereof, all liability of the Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, subject to Section 5.10 (b) hereof, in said special account, without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to moneys held in said special account for any claim of whatever nature on his part under this Indenture or on or with respect to such Bond.

Section 5.07. Trustee's, Bond Registrar's and Paying Agent's Fees, Charges and Expenses. The City, pursuant to Section 5.2(b) of the Agreement, has agreed to pay the Bond Registrar's, Paying Agent's and Trustee's fees and expenses. The Issuer agrees that it will cause the City to pay, promptly upon receipt of a statement therefor, the annual fee of the Trustee for its Ordinary Services rendered and its Ordinary Expenses incurred in connection with services rendered as Trustee, the reasonable fees and charges of the Trustee for acting as paying agent and/or Bond Registrar, the reasonable fees of the Trustee's Counsel, and the reasonable fees and charges of the Trustee for Extraordinary services rendered by it and Extraordinary Expenses incurred by it in connection with services rendered as Trustee.

Section 5.08. Moneys to be Held in Trust. All moneys paid over to the Trustee for the account of any fund under any provision of this Indenture shall be held in trust by the Trustee and, shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the trust created hereby and any lien, pledge or assignment granted with respect to the Trust Estate. The Trustee hereby covenants that all moneys held in any fund under this Indenture and any collateral securing such funds are a part of the Trust Estate, and that the rights and interests of the Owners in and to such moneys and collateral are and shall be superior to the claims of the creditors and depositors of the Trustee and of any other financial institution in which such moneys are deposited or which has provided or pledged such collateral.

Section 5.09. Insurance. The Issuer covenants that it will carry or will cause the City to carry adequate casualty and public liability insurance against accidents and casualties that may be suffered by visitors, workers or employees in, upon or about the Project and against claims for damages to person or property by virtue of the acquisition, construction and installation of the Project for which the City or the Issuer might in any event be liable. All of such insurance policies shall be with responsible insurance companies.

Section 5.10. Repayment to the Issuer from the Bond Fund.

(a) Any moneys remaining in the general account in the Bond Fund, after payment in full of all Bonds (taking into consideration that sufficient moneys or obligations such as are described in Section 7.02 have been transferred to and/or deposited in the special account in the Bond Fund to pay all principal of and interest then due and payable with respect to each Bond not yet presented for payment and to pay all principal and interest relating to each Bond which is not yet due and payable but with respect to which the lien of this Indenture has been defeased upon compliance with Article VII hereof), the fees, charges and expenses of the Trustee, the paying agent(s) and the Bond Registrar which have accrued and which will accrue and all other items required to be paid hereunder (other than items payable from the special account in the Bond Fund), shall be paid to the Issuer or the City, as agreed by the Issuer and the City. If no agreement is reached within ten (10) days of notice from the Trustee that it is prepared to distribute such funds, such moneys shall be paid to the Issuer.

(b) Any moneys held by the Trustee in the special account in the Bond Fund shall be retained by the Trustee for the payment or redemption of Bonds not yet presented for payment. If, through lapse of time or otherwise, the holders of certain Bonds shall no longer be entitled to enforce payment of such obligations, then it shall be the duty of the Trustee forthwith to return to the Issuer or the City, as agreed by the Issuer and the City, all moneys held by the Trustee in said special account for the purpose of paying or redeeming such Bonds. If no agreement is reached within ten (10) days of notice from the Trustee that it is prepared to distribute such funds, such moneys shall be paid to the Issuer.

ARTICLE VI
INVESTMENT OF MONEYS

Section 6.01. Project Fund Investments. Moneys held in the Project Fund or in any other trust fund or account held by the Trustee hereunder (except the Bond Fund or any account in the Bond Fund) shall be invested and reinvested by the Trustee in Permitted Investments as directed by the City pursuant to Section 4.09. Such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Project Fund or other pertinent trust fund and the interest accruing thereon and any profit resulting therefrom shall be credited to the Project Fund or other pertinent trust fund and any loss resulting therefrom shall be charged to the Project Fund or other pertinent trust fund. The Trustee is directed to sell and convert to cash a sufficient amount of such investments whenever the cash balance in the Project Fund or other pertinent trust fund is insufficient to pay a requisition when presented or to otherwise make a timely disbursement required to be made therefrom.

Section 6.02. Bond Fund Investments. Moneys held in the Bond Fund (other than moneys held in the special account in the Bond Fund) shall be invested and reinvested by the Trustee in Permitted Investments maturing not later than twelve (12) months from date of purchase as directed by the City. Such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the general account in the Bond Fund and the interest accruing thereon and any profit realized therefrom shall be credited to the general account in the Bond Fund and any loss resulting therefrom shall be charged to the general account in the Bond Fund. The Trustee is directed to sell and convert to cash a sufficient amount of such investments in the general account in the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of (whether at the maturity date or the redemption date prior to maturity) and interest on the Bonds when due. Any interest or gain received from such investments shall be credited to and held in the Bond Fund and any loss from such investments shall be charged against the Bond Fund and paid by the City. The Trustee shall not be responsible for investing the Bond Fund in the absence of instructions and shall not be responsible for any losses resulting from the investment of the Bond Fund.

Section 6.03. Special Arbitrage Covenants of the Issuer. Issuer covenants and certifies to and for the benefit of the purchasers and holders of the Series 2020 Bonds that no use will be made of the proceeds from the issue and sale of the Series 2020 Bonds, nor will use be made of moneys in the Bond Fund, or any other fund, which will cause the Series 2020 Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code, and any regulations promulgated thereunder. Pursuant to such covenant, Issuer obligates itself to comply throughout the term of the issue of the Series 2020 Bonds with the requirements of Section 148 of the Code, and any regulations promulgated thereunder.

ARTICLE VII
DISCHARGE OF LIEN

Section 7.01. Discharge of Lien. If Issuer shall pay or cause to be paid, or there shall be otherwise paid or provisions for payment made, to or for the holders and owners of the Bonds, the principal of, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein and herein, and if Issuer shall not then be in default in any of the other covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, and shall pay or cause to be paid to the Trustee and any paying agents all sums of money due or to become due according to the provisions hereof, then these presents and the Trust Estate shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and release, assign and deliver unto Issuer such instruments in writing as shall be required to cancel and discharge this Indenture, and reconvey to the Issuer, the Trust Estate, and assign and deliver to the Issuer so much of the Trust Estate as may be in its possession or subject to its control.

Section 7.02. Provision for Payment of Bonds. Bonds shall be deemed to have been paid within the meaning of Section 7.01 hereof (a) if the Trustee shall hold in the special account in the Bond Fund sufficient moneys, or (b) if the Trustee shall hold in the special account in the Bond Fund Government Obligations of such maturities and interest payment dates and bearing such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), be sufficient together with any moneys referred to in subsection (a) above, for the payment at their respective maturities or redemption dates prior to maturity of the principal thereof, and the interest to accrue thereon to such maturity or redemption dates, as the case may be; provided, that if any Bonds referred to in this Section are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or arrangements satisfactory to the Trustee shall have been duly made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee. As regards the Bonds, in order to determine whether sufficient U. S. Government Obligations have been deposited with the Trustee for purposes of this Section 7.02, the Issuer shall cause to be delivered to the Trustee a verification report of an independent certified public accountant.

Limitations elsewhere specified in this Indenture regarding the investment of moneys held by the Trustee in the special account in the Bond Fund shall not be construed to prevent the depositing and holding in said special account of the obligations described in the preceding paragraph for the purpose of defeasing the lien of this Indenture as to Bonds which have not yet become due and payable.

Section 7.03. Discharge of the Indenture. Notwithstanding the fact that the lien of this Indenture upon the Trust Estate may have been discharged and cancelled in accordance with Section 7.01 hereof, this Indenture and the rights granted and duties imposed hereby, to the extent not inconsistent with the fact that the lien upon the Trust Estate may have been discharged and cancelled, shall nevertheless continue and subsist until the principal of, premium, if any, and the interest on all of the Bonds shall have been paid in full or the Trustee shall have returned to the Issuer pursuant to this Indenture all funds theretofore held by the Trustee for payment of any Bonds not theretofore presented for payment.

ARTICLE VIII
GENERAL COVENANTS OF THE ISSUER

Section 8.01. Payment of Principal and Interest. Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on the Bonds at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof from the payments received from the City under Section 5.2 of the Agreement, which payments and the Revenues are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified.

THE BONDS AND THE PREMIUM, IF ANY, AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR GENERAL OBLIGATION OF THE STATE OF GEORGIA, HALL COUNTY, THE CITY OF GAINESVILLE, OR ANY POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, NOR A PLEDGE OF THE FAITH

AND CREDIT OF THE STATE OF GEORGIA, OR ANY POLITICAL SUBDIVISION THEREOF, AND SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE SAID STATE, COUNTY, CITY OR OTHER POLITICAL SUBDIVISION TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON THE BONDS. THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON THE BONDS ARE PAYABLE SOLELY FROM THE BOND FUND AND SPECIFICALLY FROM THE SPECIAL ACCOUNT ESTABLISHED THEREIN PURSUANT TO SECTION 5.02 HEREOF. NOTWITHSTANDING THE FOREGOING, THE CITY'S OBLIGATION TO MAKE THE PAYMENTS REQUIRED UNDER THE AGREEMENT IS A GENERAL OBLIGATION OF THE CITY FOR WHICH IT SHALL BE REQUIRED TO LEVY TAXES TO MAKE THE PAYMENTS AS SET FORTH IN THE AGREEMENT.

Section 8.02. Performance of Covenants; Issuer. Issuer covenants that it will faithfully perform at all times any and all covenants, agreements, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond, and in all of its proceedings pertaining thereto. Issuer covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds and to execute, deliver and perform this Indenture, to pledge the payments received from the City under Section 5.2 of the Agreement in the manner and to the extent therein set forth, that all action on its part for the issuance of the Bonds and the execution, delivery and performance of this Indenture has been duly and effectively taken; and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of Issuer according to the terms thereof and hereof.

Section 8.03. Instruments of Further Assurance. Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the payments and revenues pledged hereby to the payment of the principal of and interest on the Bonds.

Section 8.04. Priority of Pledge. The pledge herein made of the payments received from the City under Section 5.2 of the Agreement is a first and prior pledge thereof and shall not be impaired directly or indirectly by the Issuer or the Trustee and neither such payments and Revenues nor the Issuer's interest in the Agreement shall otherwise be pledged and no persons shall have any rights with respect thereto except as provided herein and in the Agreement.

Section 8.05. List of Bondholders. The Trustee will keep on file at its principal office a list of names and addresses of the registered holders of all Bonds as from time to time registered on the registration books maintained by the Trustee as Bond Registrar, together with the principal amount and numbers of such Bonds owned by each such owner. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the City or by Bondholders (or a designated representative thereof) of twenty per centum (20%) or more in principal amount of the Bonds, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 8.06. Rights under Agreement. The Agreement sets forth the respective obligations of the Issuer and the City relating to the Project. Reference is hereby made to the Agreement for a detailed statement of the obligations of the City thereunder, and the Issuer agrees that the Trustee in its own name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the City under and pursuant to the Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 8.07. Non-Arbitrage Covenants. The Issuer covenants that it will comply with all of the requirements of Code Section 148(f) and in particular covenants that it will cause to be paid to the United States any arbitrage rebate amounts required to be paid by the Issuer pursuant to Code Section 148(f) at the times and in the amounts as required by Code Section 148(f) and the regulations thereunder. The Issuer agrees to comply with the covenants of the Issuer contained in the Non-Arbitrage Certificate of the Issuer delivered by the Issuer upon issuance of the Series 2020 Bonds. The Issuer further covenants that it will comply throughout the term of the Series 2020 Bonds with the requirements of said Section 148 and any such applicable regulations to the end of preventing the Series 2020 Bonds from becoming "arbitrage bonds." Nothing contained in this Section shall be construed to impose contractual obligations on the Issuer which are more onerous or burdensome than the requirements (as they shall exist from time to time) of said Section 148 and any such applicable regulations which must be observed in order to prevent the Series 2020 Bonds from becoming "arbitrage" bonds.

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

Section 9.01. Events of Default and Actions Thereon. If one or more of the following events, herein called "events of default," shall happen, that is to say, in case:

(a) default shall be made in the payment of the principal of any Bond when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(b) default shall be made in the payment of any installment of interest on any Bond when the same shall become due and payable; or

(c) default shall be made in the performance of any obligation in respect to the Bond Fund and such default shall continue for thirty (30) days thereafter; or

(d) by a court of competent jurisdiction, an order or decree shall be made which will prevent or have the effect of preventing the Issuer from performing any of the covenants of this Indenture, or any voluntary action shall be taken by the Issuer or voluntary or involuntary action shall be taken by the City, which will prevent or have the effect of preventing the Issuer from performing such covenants; or

(e) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds, in this Indenture or in the Agreement on the part of the Issuer 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 Issuer by the Trustee (which shall give such notice at the written request of the holders of not less than a majority in principal amount of the Bonds then outstanding and affected by such default); or

(f) the occurrence of an "event of default" under the Agreement as provided in Section 9.1 thereof;

then in each and every such case the Trustee may, and upon the written request of the holders of a majority in outstanding principal amount of the Bonds then outstanding hereunder shall, upon receiving indemnity or security satisfactory to it, proceed to protect and enforce its rights and the rights of the holders of the Bonds by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or of any covenant or agreement contained in the Agreement or in aid or execution of any power herein granted or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by Counsel, shall deem most effective to protect and enforce the rights aforesaid.

Any receiver, assignee, or trustee in bankruptcy or reorganization is hereby authorized by each of the Bondholders to make payments to the Trustee and in the event that the Trustee shall consent to the making of payments directly to the Bondholders, to pay to the Trustee such amount as shall be sufficient to cover reasonable compensation to the Trustee, its agents, attorneys, and counsel and all other expenses and liabilities incurred and all advances made by the Trustee except as a result of its gross negligence or bad faith.

The Trustee shall immediately after the occurrence of a default specified in this Section 9.01(a) or (b), and immediately after receipt of written notice from the Issuer or the holders of a majority in aggregate principal amount of all Bonds then Outstanding of any other default, mail by first class mail, postage prepaid, to the registered holders of the Bonds notice of all events of default known to the Trustee unless such defaults shall have been cured before the giving of such notice; provided that except in the case of default in the payment of principal of (or premium, if any) or interest on any of the Bonds, the Trustee shall be protected in withholding such notice from the holders of the Bonds if and so long as the board of directors, the executive committee or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the best interests of the holders of the Bonds.

Section 9.02. Waiver of Default and Discontinuance of Proceedings by Trustee. The Trustee may in its discretion waive any event of default hereunder and rescind its consequences, and shall waive any event of default hereunder and its consequences, upon the written request of the owners of a majority in aggregate principal amount of all Bonds then Outstanding; provided, however that there shall not be waived any event of default resulting from failure to pay principal of or interest on the Bonds (a "Payment Default") unless prior to such waiver or rescission, all arrears of principal, premium, if any, and interest, with interest on such overdue amounts (to the extent permitted by law) at the rate borne by the Bonds, and all expenses of the Trustee in connection with such event of default, shall have paid or provided for. In the case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken. All waivers hereunder shall be in writing.

Section 9.03. Right of Bondholders to Direct Proceedings. The holders of a majority in principal amount of the Bonds then outstanding hereunder shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder in respect of the Bonds; provided that such direction shall not be otherwise than in accordance with law and the Trustee shall be indemnified to its satisfaction against the cost, expenses and liabilities to be incurred thereon or thereby.

Section 9.04. Restraint on Bondholders' Right of Action. No holder of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or for any other remedy hereunder or on said Bonds unless such holder previously shall have given to the Trustee written notice of an event of default as hereinabove provided, nor unless also the holder or holders of a majority in principal amount of the Bonds then outstanding shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its name, nor unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of the outstanding Bonds.

Nothing in this Article IX shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce the payment of the principal of and interest on its Bond out of the pledged Revenues or special funds provided for such payment, or the obligation of the Issuer to pay the same out of said pledged Revenues or special funds at the time and place in the Bonds expressed.

Section 9.05. Possession of Bonds By Trustee Not Required. All rights of action under this Indenture, or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds, or the production thereof on the trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the holders of the Bonds affected by such suit or proceeding, subject to the provisions of this Indenture.

Section 9.06. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or to 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 9.07. No Delay Shall Constitute a Waiver. No delay or omission of the Trustee or of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article to the Trustee and the Bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient.

Section 9.08. Application of Moneys. If at any time the moneys in the Bond Fund shall not be sufficient to pay the principal of or the interest on the Bonds as the same become due and payable, such moneys, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies in this Article provided for or otherwise, shall be applied as follows and in the following order:

(a) Expenses of Trustee - to the payment of the Ordinary Services, Ordinary Expenses, Extraordinary Services and Extraordinary Expenses of the Trustee (including without limitation collection fees, attorneys' fees and expenses and court costs);

(b) Principal or Redemption Price, and Interest - to the payment of the interest and principal or redemption price then due on the Bonds, as follows:

(i) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all interest then due, in the order of the due dates of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they became due, and, if the amounts available shall not be sufficient to pay the Bonds in full on any particular date, together with such interest, then to the payment first of such interest ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount due on such date, to the persons entitled thereto without any discrimination or privilege;

(ii) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the person entitled thereto without any discrimination or preference.

If the principal installments of all Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article IX then, subject to the provisions of Section 9.08(b)(ii) hereof, in the event that the principal of the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 9.08(b)(i) hereof.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for such application in the future. The deposit of such moneys with the paying agents, or otherwise setting aside such moneys in trust for the proper purpose shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the Issuer, to any Bondholder or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and of the endorsement to be entered on each Bond on which payment shall be made, and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement, or some other procedure deemed satisfactory to the Trustee.

ARTICLE X
TRUSTEE

Section 10.01. Acceptance of the Trusts. The Trustee accepts the trusts established by this Indenture, and agrees to perform said duties hereunder, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an event of default and after curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and shall not be answerable for other than its gross negligence or willful misconduct in the performance of such express duties. In case an event of default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as an ordinary prudent trustee would exercise or use.

(b) The Trustee may exercise any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be answerable for the conduct of the same appointed by it with due care, and shall be entitled to advice of Counsel concerning its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with its duties hereunder, and all such costs shall be considered Extraordinary Expenses of the Trustee. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for Issuer or the City) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds (except with respect to the authentication certificate of the Trustee endorsed on the Bonds), or for insuring the Trust Estate or collecting any insurance moneys, or for the validity of the execution by Issuer of this Indenture, or of any supplements thereto for instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value of or title in and to the Trust Estate or any part of the Project or otherwise as to the maintenance of the security hereof. The Trustee shall not be bound to perform, or to ascertain or inquire as to the performance or observance of, any covenants, conditions or agreements on the part of Issuer or on the part of the City under the Agreement, except as hereinafter set forth; but the Trustee may require of Issuer or the City full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the Trust Estate.

(d) The Trustee shall not be accountable for the use of the proceeds of any of the Bonds. The Trustee may become the holder of the Bonds with the same rights which it would have if it were not Trustee.

(e) Except as is otherwise provided in subsection (a) above:

(i) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request, authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in place thereof.

(ii) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by the Chairman or Vice Chairman of the Issuer and attested by the Secretary of the Issuer as sufficient evidence of the facts therein contained and, prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (e)(iv) of this Section, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of any of the officials of Issuer who have executed the Bonds under the seal of Issuer to the effect that a resolution in the form therein set forth has been adopted by Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(iii) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its gross negligence or willful misconduct.

(iv) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by Issuer to cause to be made any of the payments to the Trustee required to be made by Article V hereof unless the Trustee shall be specifically notified in writing of such default by Issuer or by the holders of at least a majority in outstanding principal amount of the Bonds. All notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(f) At any and all reasonable times, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books and records of Issuer pertaining to the Project and the Bonds, and to take such memoranda from and with regard thereto as may be desired.

(g) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(h) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, with respect to the authentication of the Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever, within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of Issuer to the authentication of the Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(i) Before taking such action hereunder the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any such action.

(j) All moneys received by the Trustee or any paying agent for the Bonds shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required herein or by law. Neither the Trustee nor any paying agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing. The Trustee shall not be liable to the Issuer, the City, the holders of the Bonds or any other person for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.01.

(k) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against risk or liability is not reasonably assured to it.

(l) The Trustee's immunities and protections from liability and its right to compensation and indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents and employees. Such immunities and protections and right to indemnification, together with the Trustee's right of compensation, shall survive the Trustee's resignation or removal and final payment of the Bonds.

(m) The Trustee shall have no responsibility for any information in any offering memorandum or other disclosure material distributed with respect to the Bonds, and the Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(n) The Trustee shall have no responsibility for any registration, filing, recording, re-registration or re-recording of this Indenture or any other document or instrument executed in connection with this Indenture and the issuance and sale of the Bonds including, without limitation, any financing statements or continuation statements with respect thereto.

(o) Notwithstanding any provision of this Indenture to the contrary, the Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code or any applicable Treasury regulation (the "Arbitrage Rules"). The Trustee shall have no responsibility for determining whether or not the investments made pursuant to the direction of the Issuer or any of the instructions received by the Trustee under this Indenture comply with the requirements of the Arbitrage Rules and shall have no responsibility for monitoring the obligations of the Issuer for compliance with the provisions of the Indenture with respect to the Arbitrage Rules.

Section 10.02. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its Ordinary Services rendered hereunder and all advances, Counsel fees and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, if it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, and to reimbursement for reasonable and necessary Extraordinary

Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by its gross negligence or willful misconduct, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent for the Bonds as hereinabove provided.

Section 10.03. Notice to Bondholders if Default Occurs. If a default occurs of which the Trustee is by subsection (e)(iv) of Section 10.01 hereof required to take notice or if notice of a default be given as in said subsection (e)(iv) provided, then the Trustee shall promptly give written notice thereof by registered or certified mail to the registered owners of the Bonds, and, as to defaults described in Section 9.01(e), to the Issuer.

Section 10.04. Intervention by Trustee. In any judicial proceeding to which Issuer is a party and which, in the opinion of the Trustee and its Counsel has a substantial bearing on the interest of the owner or owners of the Bonds, the Trustee may intervene on behalf of the Bondholders and shall do so if requested in writing by the holders of at least a majority in outstanding principal amount of the Bonds. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction if such approval is required by law as a condition to such intervention.

Section 10.05. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become Successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 10.06. Resignation by Trustee. The Trustee and any Successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days written notice by registered or certified mail to Issuer and the City, and by first class mail to each registered owner of the Bonds, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by Issuer.

Section 10.07. Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to Issuer and signed by the holders of a majority in principal amount of the Bonds.

Section 10.08. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in principal amount of the Bonds, by an instrument or concurrent instruments in writing signed by such holders, or by their attorneys in fact, duly authorized, a copy of which shall be delivered personally or sent by registered mail to Issuer. In case of any such vacancy, Issuer, by an instrument executed, attested and sealed by its officers, may appoint a temporary Trustee to fill such vacancy until a Successor Trustee shall be appointed by the Bondholders in the manner above provided; and such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank (having trust powers) in good standing, within or outside the State of Georgia, having an unimpaired capital and surplus of not less than Ten Million Dollars ($10,000,000), if there be such an institution willing, qualified and able to accept the trusts upon reasonable or customary terms. The Bond Insurer shall be furnished with written notice of the resignation, removal or dissolution of the Trustee and the appointment of any successor.

Section 10.09. Concerning any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of Issuer, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from Issuer be required by any Successor Trustee for more fully and certainly vesting in such Successor Trustee the rights, powers, trusts, estates and properties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article X, shall be filed or recorded by the Successor Trustee in each recording office where this Indenture shall have been filed or recorded.

Section 10.10. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment, governmental or other charge upon any part of the Trust Estate is not paid as required herein, the Trustee may pay such tax, assessment, governmental or other charge, without prejudice, however, to any rights of the Trustee or the Bondholders arising in consequence of such failure; and any amount at any time so paid under this Section 10.10, with interest thereon from the date of payment at the Prime Rate of Regions Bank plus two percent (2%) per annum, shall become additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over the principal of and interest on Bonds, and shall be paid out of the revenues and receipts from the Trust Estate, if not otherwise caused to be paid; but the Trustee shall not be under any obligation to make any such payment unless it shall have been requested to do so by the holders of at least a majority in principal amount of the Bonds then outstanding and shall have been provided with adequate funds for the purpose of making such payment.

Section 10.11. Trustee Protected in Relying Upon Resolutions, etc. The resolutions, opinions, certificates and other instruments provided for herein may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of moneys hereunder.

Section 10.12. Successor Trustee as Custodian of Funds, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or has been removed shall cease to be the holder of the Bond Fund and paying agent for the principal of and the interest on the Bonds and Bond Registrar, and the successor Trustee shall become such holder, paying agent and Bond Registrar.

Section 10.13. Trust Estate May Be Vested in Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any Jurisdiction (including particularly the laws of the State of Georgia) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement hereof upon the occurrence of an event of default, it may be necessary that the Trustee and the Issuer enter into a supplemental indenture to appoint an additional individual or institution as a separate Trustee or Co-Trustee as permitted in Section 12.01(e). The following provisions of this Section are adapted to these ends.

In the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers and trusts herein granted to the Trustee or to hold title to the Trust Estate or to take any other action which may be necessary or desirable in connection therewith, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by and vest in such separate Trustee or Co-Trustee to exercise such rights, powers and trusts, and every covenant and obligation necessary to the exercise thereof by such separate Trustee or Co-Trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate Trustee or Co-Trustee so appointed by the Trustee in order to more fully and certainly vest in and confirm to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate Trustee or Co-Trustee or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate Trustee or Co-Trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or a successor to such separate Trustee or Co-Trustee.

ARTICLE XI
MEETINGS OF BONDHOLDERS

Section 11.01. Purposes for Which Bondholders' Meetings May Be Called. A meeting of Bondholders may be called at any time and from time to time pursuant to this Article for any of the following purposes:

(1) to give any notice to the Issuer, the City or the Trustee, or to give any directions to the Trustee, or to consent to the waiving of any default under this Indenture and its consequences, or to take any other action authorized to be taken by Bondholders pursuant to Article IX hereof;

(2) to remove the Trustee pursuant to Section 10.07 hereof, and to appoint a successor trustee pursuant to Section 10.08 hereof;

(3) to consent to the execution of a supplemental indenture pursuant to Section 12.02 hereof, or to consent to the execution of an amendment, change or modification of the Agreement pursuant to Section 13.02 hereof; or

(4) to take any other action authorized to be taken by or on behalf of the holders of any specified aggregate principal amount of the Bonds under any other provision of this Indenture or under applicable law.

Section 11.02. Place of Meeting of Bondholders. Meetings of Bondholders may be held at such place or places as the Trustee or, in case of its failure to act, the Bondholders calling the meeting shall from time to time determine.

Section 11.03. Call and Notice of Bondholders' Meetings.

(a) The Trustee may at any time call a meeting of Bondholders to be held at such time and at such place as the Trustee shall determine. Notice of every meeting of Bondholders, setting forth the time and place of such meeting and in general terms the action proposed to be taken at such meeting, shall be given to the registered owners of the Bonds by first class mail not less than 20 or more than 180 days prior to the date fixed for such meeting.

(b) In case at any time the holders of at least 10% in aggregate principal amount of the Bonds outstanding shall have requested the Trustee to call a meeting of the Bondholders by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have made the first giving of the notice of such meeting within 20 days after receipt of such request, then such Bondholders may determine the time and the place for such meeting and may call such meeting to take any action authorized in Section 11.01 hereof by giving notice thereof as provided in subsection (a) of this Section 11.03.

Section 11.04. Persons Entitled to Vote at Bondholders' Meetings. To be entitled to vote at any meeting of Bondholders, a person shall be a holder of one or more Bonds outstanding, or a person appointed by an instrument in writing as proxy for a Bondholder by such Bondholder. The only persons who shall be entitled to be present or to speak at any meeting of Bondholders shall be the persons entitled to vote at such meeting and their Counsel and any representatives of the Trustee and its Counsel and any representatives of the City and its Counsel and any representatives of the Issuer and its Counsel.

Section 11.05. Determination of Voting Rights; Conduct and Adjournment of Meetings.

(a) Notwithstanding any other provisions of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Bondholders in regard to proof of the holding of Bonds and of the appointment of proxies and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem appropriate. Except as otherwise permitted or required by any such regulations, the holding of Bonds shall be proved in the manner specified in Section 14.01 and the appointment of any proxy shall be proved in the manner specified in Section 14.01 or by having the signature of the person executing the proxy witnessed or guaranteed by any bank, banker or trust company authorized by Section 14.01 to certify to the holding of Bonds. Such regulations may provide that written instruments appointing proxies, regular on their face, may be presumed valid and genuine without the proof specified in Section 14.01 or other proof.

(b) The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by Bondholders as provided in subsection (b) of Section 11.03, in which case the Bondholders calling the meeting shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the holders of a majority of the Bonds represented at the meeting and entitled to vote.

(c) At any meeting each Bondholder or proxy shall be entitled to one vote for each $5,000 principal amount of Bonds outstanding held or represented by him; provided, however, that no vote shall be cast or counted at any meeting in respect of any Bond challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote, except as a Bondholder or proxy.

(d) At any meeting of Bondholders, the presence of persons holding or representing Bonds in an aggregate principal amount sufficient under the appropriate provision of this Indenture to take action upon the business for the transaction of which such meeting was called shall constitute a quorum. Any meeting of Bondholders duly called pursuant to Section 11.03 may be adjourned from time to time by vote of the holders (or proxies for the holders) of a majority of the Bonds represented at the meeting and entitled to vote, whether or not a quorum shall be present; and the meeting may be held as so adjourned without further notice.

Section 11.06. Counting Votes and Recording Action of Meetings. The vote upon any resolution submitted to any meeting of Bondholders shall be by written ballots on which shall be subscribed the signatures of the Bondholders or of their representatives by proxy and the number or numbers of the Bonds outstanding held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record, at least in triplicate, of the proceedings of each meeting of Bondholders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was published or mailed as provided in Section 11.03. Each copy shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one such copy shall be delivered to the Issuer, another to the City and another to the Trustee to be preserved by the Trustee, which copy shall have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

Section 11.07. Revocation by Bondholders. At any time prior to (but not after) the evidencing to the Trustee, in the manner provided in Section 11.06, of the taking of any action by the holders of the percentage in aggregate principal amount of the Bonds specified in this Indenture in connection with such action, any holder of a Bond the number of which is included in the Bonds the holders of which have consented to such action may, by filing written notice with the Trustee at its principal office and upon proof of holding as provided in Section 14.01, revoke such consent so far as concerns such Bond. Except as aforesaid any such consent given by the holder of any Bond shall be conclusive and binding upon such holder and upon all future holders and owners of such Bond and of any Bond issued in exchange therefor or in lieu thereof, irrespective of whether or not any notation in regard thereto is made upon such Bond. Any action taken by the holders of the percentage in aggregate principal amount of the Bonds specified in this Indenture in connection with such action shall be conclusively binding upon the Issuer, the City, the Trustee and the holders of all the Bonds.

ARTICLE XII
SUPPLEMENTAL INDENTURES

Section 12.01. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture which shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture;

(b) to grant to or confer upon the Trustee for the benefit of Bondholders any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee or either of them;

(c) to subject to the lien and pledge of this Indenture additional revenues, receipts, properties or collateral;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) to evidence the appointment of a separate or Co-Trustee or the succession of a new Trustee or paying agent hereunder; or

(f) in connection with any other changes in this Indenture which do not prejudice the interests or the Trustee or the Bondholders.

Section 12.02. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than a majority in outstanding principal amount of the Bonds shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting (a) an extension of the maturity date on which the principal of, or the interest on, any Bond is, or is to become, due and payable, (b) a reduction in the principal amount of any Bond or the rate of interest thereon, (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the principal amount of the Bonds required for consent to such supplemental indenture.

If the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given by first class mail, postage prepaid, to the registered owners of the Bonds. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all Bondholders. If within sixty (60) days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the holders of not less than a majority in outstanding principal amount of the Bonds shall have consented to and approved the execution of such supplemental indenture as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be modified and amended in accordance therewith.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XII which affects any right of the City under the Agreement shall not become effective unless and until the City shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the City at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture. The City shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the City on or before 4:30 o'clock P.M., E.S.T., of the fifteenth (15th) day after the mailing of said notice and a copy of the proposed supplemental indenture.

ARTICLE XIII
AMENDMENT TO AGREEMENT

Section 13.01. Amendments, etc., to Agreement Not Requiring Consent of Bondholders. The Trustee shall without the consent of or notice to the Bondholders consent to any amendment change or modification of the Agreement as may be required (i) by the provisions of the Agreement or this Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission in the Agreement, (iii) in connection with additional real estate which pursuant to the Agreement is to become part of the Project, or (iv) in connection with any other change therein which does not materially prejudice the interests of the Trustee or the Bondholders.

Section 13.02. Amendments, etc., to Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 13.01, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Agreement without the giving of notice and the written approval or consent of the holders of not less than a majority in outstanding principal amount of the Bonds given and procured as in Section 12.02 provided. If at any time the Issuer and the City shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement, the Trustee shall upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided in Section 12.02 with respect to proposed supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal office of the Trustee for inspection by Bondholders. Notwithstanding the foregoing, nothing herein shall permit, or be constructed as permitting, any amendment, change or modification of the City's unconditional obligations to make payments under the Agreement, or the City's covenants with respect to the use of the proceeds of the Bonds.

ARTICLE XIV
MISCELLANEOUS

Section 14.01. Consents, etc. of Bondholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Bondholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Bondholders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Issuer and the City. Proof of execution of any such instrument or of a writing appointing any such agent, or of the holding by any person of any Bond not registered as to principal, shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee, the City and the Issuer if made in the manner provided in this Section.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or a member of a partnership on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority.

(c) The ownership of Bonds shall be proved by the registration books kept by the Trustee as Bond Registrar.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by any Bondholder shall bind every future holder of the same Bond in respect of anything done or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Bond.

Section 14.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to grant to any person or company other than the parties hereto, the City, the Insurer (as defined in Section 15.01) and the holders of the Bonds, any legal or equitable remedy or claim under or in respect to this Indenture or any covenants, agreements, conditions and provisions herein contained; this Indenture and all covenants, agreements, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the City, the Insurer and the holders of the Bonds as herein provided.

Section 14.03. Severability. If any provision of this Indenture 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 in this Indenture contained shall not affect the remaining portions of this Indenture or any part hereof.

Section 14.04. Notices. It shall be sufficient service of any notice, approval, consent, request, complaint, demand or other communication if the same shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to the Issuer: Gainesville and Hall County Development Authority
P. O. Box 3280
Gainesville, Georgia 30503
Attention: Chairman

(b) If to the City: City of Flowery Branch, Georgia
P. O. Box 757
Flowery Branch, Georgia 30542
Attention: Mayor

(c) If to Trustee: Regions Bank
1180 West Peachtree Street, Suite 1200
Atlanta, Georgia 30309
Attention: Corporate Trust Department

A duplicate copy of each notice, approval, consent, request, complaint, demand, certificate or other communication given hereunder by either the Issuer, the City or the Trustee to any one of the others shall also be given to all of the others. The Issuer, the Trustee, and the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests, complaints, demands, certificates or other communications shall be sent.

Section 14.05. Trustee as Paying Agent and Bond Registrar. The Trustee is hereby designated and agrees to act as paying agent and Bond Registrar for and in respect to the Bonds.

Section 14.06. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment, a Saturday, a Sunday or a legal holiday or a day on which banking institutions in such city are authorized by law to close, then payment of interest or principal need not be made on such date in such city but may be made on the next succeeding business day not a Saturday, a Sunday, a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 14.07. Counterparts. This Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 14.08. Laws Governing Indenture. The effect and meaning of this Indenture and the rights of all parties hereunder shall be governed by and construed according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be executed in its corporate name and its corporate seal to be affixed hereto and attested by its authorized officers, and to evidence its acceptance of the trusts hereby created the Trustee has caused this Indenture to be executed in its corporate name and its corporate seal to be affixed hereto and attested by its authorized officers, all as of the date first above written.

AS TO ISSUER, signed, sealed and delivered in the presence of:	**GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY**
______________________________ Unofficial Witness	By:______________________________ Chairman
______________________________ Notary Public	Attest:____________________________ Secretary
My Commission Expires:____________	(SEAL)
(NOTARIAL SEAL)	

AS TO TRUSTEE, signed, sealed and delivered in the presence of:	**REGIONS BANK, as Trustee**
______________________________ Unofficial Witness	By:______________________________ Title:______________________
______________________________ Notary Public	(SEAL)
My Commission Expires:____________	
(NOTARIAL SEAL)	

909278-2

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

AND

CITY OF FLOWERY BRANCH, GEORGIA

INSTALLMENT SALE AGREEMENT

Dated as of March 1, 2020

The interest of the Gainesville and Hall Development Authority ("Issuer") in this Installment Sale Agreement has been assigned (except for amounts payable to Issuer under Sections 8.2 and 9.4 hereof) to Regions Bank, as Trustee ("Trustee"), pursuant to an Indenture of Trust, dated as of the date hereof between the Issuer and the Trustee, and is subject to the security interest of the Trustee.

INSTALLMENT SALE AGREEMENT

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THIS INSTALLMENT SALE AGREEMENT, dated as of March 1, 2020, is made between the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY** ("Issuer") and the **CITY OF FLOWERY BRANCH, GEORGIA** ("City").

W I T N E S S E T H:

WHEREAS, the Issuer has been created under amendments to the Constitution of the State of Georgia (Ga. Laws 1964, page 866, et seq.; Ga. Laws 1986, page 4328, et seq.), duly ratified and proclaimed, and an act of the General Assembly of the State of Georgia (Ga. Laws 1964, page 2282, et seq.), as amended (collectively, the "Act"); and

WHEREAS, the Issuer was created for the purpose of promoting and expanding for the public good and welfare industry and trade within the City of Gainesville and Hall County, Georgia, and reducing unemployment to the greatest extent possible in Hall County, Georgia (the "County"), and the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer and otherwise in accordance with the applicable provisions of the Revenue Bond Law (O.C.G.A. §36-82-60 et seq., as amended), in furtherance of the public purpose for which it was created; and

WHEREAS, the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer, in furtherance of the public purpose for which it was created; and

WHEREAS, pursuant to the Act, the Issuer is authorized to undertake any "project" that is for any industrial, commercial, business, office, parking, public or other use, provided that the Issuer determines that the project and such use thereof would further the public purpose of the development of trade, commerce, industry and employment opportunities within Hall County; and

WHEREAS, purusant to the Revenue Bond Law, the Issuer has the power to undertake, construct, maintain and operate any "undertaking" and to issue and sell revenue bonds for the purpose of raising funds for the payment, in whole or in part, of the cost of any "undertaking" of the Issuer; and to exercise all the rights, powers and privileges, and be subject to all the duties and liabilities, which a local government may exercise and/or be subject to under the provisions of the Revenue Bond Law; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parks and playgrounds; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parking areas and public parking buildings; and

WHEREAS, the City of Flowery Branch, Georgia (the "City") is located in Hall County, Georgia; and

WHEREAS, the City desires to improve its historic downtown center, colloquially known as "Old Town," in order to attract investment, development and growth, which will in turn create employment opportunities for its citizens; and

WHEREAS, the City desires to (i) acquire, construct, and equip public parks on certain real property in Old Town and (ii) construct certain sidewalks, streetscapes, and parking in Old Town, all as more particularly described on Exhibit "A" attached hereto (collectively, the "Project"); and

WHEREAS, the City has requested that the Issuer assist in the financing of the Project; and

WHEREAS, the Issuer has been advised by the City that the estimated amount necessary to finance the Project, including expenses incidental thereto, is $5,400,000, and the Issuer has determined that the most feasible method of accomplishing said financing is through the issuance, sale and delivery of its revenue bonds in the aggregate principal amount of **[$5,400,000]** in order to acquire and finance the City's Project; and

WHEREAS, the Issuer has determined that such revenue bonds should be issued in one series denoted as "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020" (the "Series 2020 Bonds" or the "Bonds"); and

WHEREAS, after careful study and investigation the Issuer, in furtherance of the public purpose for which it was created, has agreed to issue the Bonds to finance the proposed acquisition, construction and equipping of the Project; and

WHEREAS, the Issuer has agreed to acquire, construct and equip the Project and then sell the Project to the City; and

WHEREAS, the Issuer proposes to enter into this Installment Sale Agreement with the City under the terms of which the Issuer will agree to sell the Project to the City, and the City will agree to pay the Issuer purchase payments sufficient to pay the principal of, redemption premium (if any), and interest on the Bonds as the same become due and payable; and

WHERAS, the Project is comprised of certain land, interests in land, buildings, facilities and other improvements, all operated as part of the system of streets, sidewalks, parks, and parking facilities in Old Town which are useful and necessary for trade, commerce and industry in the City and create directly and indirectly employment opportunities within Hall County, Georgia; and

WHEREAS, the Project constitutes a project as that term is defined in the Act that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer, and the Project constitutes an "undertaking" under the Revenue Bond Law that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer; and

WHEREAS, the Issuer has found and declared that the issuance of the Bonds by the Issuer for the purpose of financing the acquisition of the Project by the Issuer and the payment of all costs of the issuance of the Bonds (hereinafter sometimes referred to collectively as the "Undertaking") will achieve the lawful and valid public purpose for which the Issuer was created in that it will encourage and promote industry and trade in Hall County and will help reduce unemployment within Hall County; and

WHEREAS, the City has determined by resolution duly adopted on January 16, 2020, as supplemented by resolution adopted on ___________, 2020, that the issuance of the Bonds by the Issuer for the purpose of financing the Undertaking will achieve such lawful and valid public purpose for the benefit of the citizens of the City of Flowery Branch and the inhabitants thereof; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the Issuer for the sale to the City of the Project; and

WHEREAS, the Issuer, as permitted under the Act, has the power to acquire the Project and sell the Project to the City; and

WHEREAS, the Issuer has, pursuant to a resolution adopted on ___________, 2020, as supplemented by a resolution adopted on ___________, 2020 (collectively, the "Bond Resolution"), authorized the issuance of the Bonds and in order to secure the payment of the Bonds has duly authorized the execution and delivery of a Trust Indenture, dated as of March 1, 2020, between the Issuer and Regions Bank, as trustee, and the pledging of the revenues of the Issuer from the Project, which are primarily the payments to be made by the City pursuant to Section 5.2 of this Agreement; and

WHEREAS, all acts, conditions and things necessary or required by the Constitution and laws of the State of Georgia or otherwise to exist, happen and be performed precedent to and in the execution and delivery of this Agreement do exist, have happened and have been performed, and the execution, acknowledgment and delivery of this Agreement have been in all respects duly authorized; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

"Agreement" means this Installment Sale Agreement and any amendments or supplements hereto.

"Agreement Term" means the term of this Agreement as specified in Section 11.1 hereof.

“Bond Year” means a twelve month period beginning on April 2 of each year and ending April 1 of the following year during the term of the Bonds, with the first Bond Year ending on April 1, 2021.

“Business Day” means a day on which banking business is transacted in the city in which Trustee has its principal office.

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

“Force Majeure” means, without limitation, acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery; transmission pipes or canals; or any other cause or event not reasonably within the control of City. City agrees, however, to remedy with all reasonable dispatch the cause or causes preventing City from carrying out its agreement; provided, that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of City, and City shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of City unfavorable to City.

“Indenture” means the Indenture of Trust, dated as of March 1, 2020, between Issuer and Regions Bank, Atlanta, Georgia, as Trustee, which, among other things, authorizes the issuance of the Bonds.

“Independent Counsel” means an attorney duly admitted to practice law before the highest court of the State who is not a full-time employee of Issuer or City.

“Issuer” means the Gainesville and Hall County Development Authority, a public body corporate and a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

“Late Payment Rate” means the Prime Rate of Regions Bank plus two percent (2%) per annum.

“Net Proceeds,” when used with respect to any insurance proceeds from policies required by this Agreement means the amount remaining after deducting all expenses (including attorneys’ fees) incurred in the collection of such proceeds or award from the gross proceeds thereof.

“Permitted Encumbrances” means, as of any particular time, (i) liens for taxes and assessments not then delinquent or which Issuer may, pursuant to the provisions of Section 5.4 hereof, permit to remain unpaid, (ii) the Indenture, this Agreement and any financing statements naming Issuer or City as debtor and naming Trustee or Issuer as secured party filed to perfect the security interests granted by this Agreement and the Indenture, (iii) utility access and other easements and rights of way, restrictions and exceptions that Issuer Representative certifies will not interfere with or impair the Project, and (iv) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property similar in character to the Project and as do not, in the opinion of Independent Counsel, materially impair the property affected thereby for the purpose for which it was acquired or held by Issuer.

"Policy" means the municipal bond insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

"Project" means the (i) acquisition, construction, and equipping public parks on certain real property in Old Town and (ii) construction of certain sidewalks, streetscapes, and parking in Old Town. The real and personal property comprising the Project are more particularly described on **Exhibit "A"** attached hereto and by reference made a part hereof.

"Project Fund" means the fund created in Section 4.03 of the Indenture.

"State" means the State of Georgia.

In addition, all words and phrases defined in Article I of the Indenture shall have the same meaning in this Agreement.

ARTICLE II
REPRESENTATIONS

SECTION 2.1. **Representations of the City.** The City makes the following representations for the basis of the undertaking on its part herein contained:

(a) There exists a need in the City to provide buildings, facilities and services for the citizens in the City; and the acquisition of the Project as herein contemplated is a desirable method to meet the aforesaid need and will achieve valid public purposes for the benefit of the City and the inhabitants thereof.

(b) The City has determined that the best method of accomplishing and financing the proposed Undertaking is for the same to be accomplished by the Issuer with the cooperation of the City in the manner herein provided.

(c) The City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty (50) years with the Issuer for the acquisition by the City of the Project and has the power to pledge its taxing power to the extent necessary to pay the amounts required to be paid under any such contract.

(d) The City has the power to enter into this Agreement and to perform all obligations contained herein and has, by proper action, duly authorized the execution and delivery of this Agreement.

SECTION 2.2. **Representations of the Issuer.** The Issuer makes the following representations as the basis for the undertaking on its part herein contained:

(a) The Issuer is a public body corporate and politic of the State of Georgia, created under the Act of the General Assembly of Georgia hereinabove referred to.

(b) The Issuer has determined that the issuance of the Bonds and the financing of the Undertaking as contemplated herein is a lawful and valid public purpose in that it will further the public purpose for which the Issuer was created.

(c) The Issuer has the power to enter into this Agreement and perform all obligations contained herein and has, by proper action of its members, been duly authorized to execute and deliver this Agreement.

(d) The Issuer has found, determined and does hereby declare that the most feasible way to finance the Undertaking as herein contemplated and to achieve the public purpose hereinabove referred to is to issue the Bonds and to pledge to the payment of the principal and interest thereof the payments which the City has agreed to make pursuant to the provisions of Section 5.2 hereof to the Issuer.

ARTICLE III
SALE OF THE PROJECT

SECTION 3.l. **Sale of the Project.** In consideration of this Agreement, Issuer hereby sells to City and City hereby purchases from Issuer, all of the right, title and interest of Issuer in the Project, subject to Permitted Encumbrances.

Issuer agrees to execute a limited warranty deed to City and to deliver the same to City upon completion of the Project and no later than June 30, 2021. Said deed shall convey to City the fee simple title to the Project, free and clear from all encumbrances except Permitted Encumbrances. The Issuer shall execute such other instruments and documents as City may reasonably request to perfect the transfer of title to the Project to City.

SECTION 3.2 **Warranty of Title.** Issuer warrants and covenants that it shall convey to the City good and marketable title to the Project free from any encumbrances other than Permitted Encumbrances.

ARTICLE IV
ISSUANCE OF THE BONDS;
ACQUISITION, CONSTRUCTION AND
EQUIPPING OF THE PROJECT

SECTION 4. 1. <u>Agreement to Acquire the Project</u>.

(a) Issuer agrees that it will acquire, construct and equip the Project.

(b) The moneys credited to the Project Fund from the sale of the Series 2020 Bonds shall be used and applied for the purposes as provided in the Indenture.

(c) All payments from the Project Fund shall be made upon the terms and conditions set forth in the Indenture.

SECTION 4.2. [Reserved].

SECTION 4.3. <u>Agreement to Issue Bonds; Application of Bond Proceeds.</u> In order to provide funds for the Undertaking, the Issuer agrees that as soon as possible it will authorize, sell and cause to be delivered to the initial purchaser or purchasers thereof, the Bonds, bearing interest and maturing as set forth in Article II of the Indenture, at a price to be approved by the City plus accrued interest (if any) to the date of issuance and delivery of the Bonds, and it will thereupon deposit all accrued interest (if any) received upon the sale of the Bonds in the Bond Fund and will apply the balance of the proceeds from said sale as set forth in Section 4.02 of the Indenture.

SECTION 4.4. <u>Disbursements from the Project Fund.</u> The Issuer will in the Indenture authorize and direct the Trustee to use the moneys in the Project Fund for the purposes set forth in the Indenture.

In making any payment from the Project Fund the Trustee may rely on any requisition delivered to it pursuant to the Indenture and the Trustee shall be relieved of all liability with respect to making such payments in accordance with such requisitions.

The Issuer and the City agree for the benefit of each other and for the benefit of the holders of the Bonds that the proceeds of the Bonds will not be used in any manner which would result in the loss of the exemption from Federal income taxation of the interest on the Bonds.

SECTION 4.5. <u>City Required to Pay Costs if Project Fund Insufficient.</u> If the moneys in the Project Fund available for paying the costs of the Project and the Costs of Issuance should not be sufficient to pay such costs in full, the City agrees to pay all that portion of the costs of the Project and the Costs of Issuance as may be in excess of the moneys available therefor in the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Project Fund and which, under the provisions hereof, will be available for payment of the costs of the Project and the Costs of Issuance, will be sufficient to pay all the costs which will be incurred in that connection. The City agrees that if after exhaustion of the moneys in the Project Fund the City should pay any portion of the costs of the Project and the Costs of the Issuance pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor from the Issuer or from the Trustee or from the holders of any of the Bonds, nor shall it be entitled to any diminution in or postponement or abatement of the amounts payable under Section 5.2.

SECTION 4. 6. [Reserved].

SECTION 4.7. [Reserved].

SECTION 4.8. Investment of Project Fund Moneys Permitted. Any moneys held in the Project Fund shall be invested or reinvested by the Trustee upon the written request and direction of the City in Permitted Investments (as defined in the Indenture). Such investments shall be made upon written direction of the Authorized City Representative and shall mature in such amounts and at such times as may be necessary to provide funds when needed to make payments from the Project Fund. The Trustee may make any and all such investments through its own bond department. Any interest or gain received from such investments shall be credited to and held in the Project Fund and any loss from such investments shall be charged against the Project Fund and paid by the City.

SECTION 4.9. Furnishing Documents to Trustee. City agrees to cause such requisitions to be directed to Trustee as may be necessary to effect payments out of the Project Fund in accordance with the Indenture.

SECTION 4.10. Obligations Relating to Bonds. The City agrees to perform all such obligations as are contemplated by the Indenture to be performed by the City.

ARTICLE V
QUIET ENJOYMENT; PROVISIONS FOR PAYMENT

SECTION 5.1. Quiet Enjoyment. Issuer hereby covenants and agrees that it will not take any action, other than pursuant to Section 7.2 or Article IX of this Agreement to prevent City from having quiet and peaceable possession and enjoyment of the Project during the Agreement Term and will, at the request of City, and at City's cost, to the extent that it may lawfully do so, join in any legal action in which City asserts its right to such possession and enjoyment.

SECTION 5.2. Amounts Payable.

(a) City agrees to pay to Issuer the purchase price of the Project in installments as follows: on that day which is three (3) business days prior to each date on which principal of or interest on the Bonds is payable, an amount sufficient when added to funds on hand at such time in the Bond Fund to pay the amount of principal, premium, if any, and interest required to be paid with respect to the Bonds on such date.

(b) The City agrees to pay to the Trustee until the principal of and the interest on the Bonds shall have been paid in full (i) an amount equal to the annual fee of the Trustee for the Ordinary Services of the Trustee rendered and its Ordinary Expenses incurred under the Indenture, (ii) the reasonable fees and charges of the Trustee and any other paying agent for acting as paying agent and as Bond Registrar and the reasonable fees of Trustee's Counsel as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees and charges of the Trustee for Extraordinary Services rendered by it and Extraordinary Expenses incurred by it, as and when the same become due.

(c) In the event City should fail to make any of the payments required in this Section 5.2, the item or installment so in default shall continue as an obligation of City until the amount in default shall have been fully paid. The provisions of this Section 5.2 shall be subject to the provisions of Section 8.9.

(d) It is agreed by the parties hereto that any amounts remaining in the Bond Fund upon expiration or earlier termination of the Agreement Term, as provided in this Agreement, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), payment of the fees and expenses of Trustee and any paying agents in accordance with the Indenture shall belong to and be paid to Issuer or City, as agreed by Issuer and City, by Trustee as the return of an overpayment of payments. If agreement is not reached, such moneys shall be paid to Issuer.

SECTION 5.3. <u>Payment of Amounts Owed and Tax Levy to Pay Purchase Price Payments.</u>

(a) The payments provided in Section 5.2(a) hereof shall be remitted directly to the Trustee for the benefit of the Bondholders and from said payments the Trustee shall make timely payments into the Bond Fund in amounts sufficient to ensure the prompt payment of the principal of, premium, if any, and interest on the Bonds, all as provided in the Indenture. City covenants that it will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and it will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source.

(b) The obligation of the City to make the payments when due under Section 5.2 hereof, and to perform its other obligations hereunder, are absolute and unconditional contractual obligations of the City as herein provided, and the City hereby pledges its full faith and credit and taxing power to such payment and performance. The payments required under Section 5.2 shall be made first from any lawfully available funds, including monies from the Old Town and Commercial Gateways TAD Special Fund as provided in Section 5.3(e), and secondly from moneys derived pursuant to the levy of an ad valorem tax as hereinafter provided. In the event the amount of funds lawfully available is not sufficient to pay the payments under Section 5.2 when due in any year, the City shall levy an ad valorem tax on all taxable property located within the boundaries of the City subject to taxation for such purposes, at such rate or rates as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the City's obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due the obligations herein contracted to be paid by the City including specifically the obligation to make the payments under Section 5.2 as provided herein. The City hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to make the payments required pursuant to Section 5.2 hereof and such lien is superior to any that can hereafter be made.

(c) The City further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments under Section 5.2 that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City to make the payments under Section 5.2 shall constitute an unlimited contractual obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed as limiting the right of the City to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(d) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (c), 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 which 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 under Section 5.2 to the Trustee for deposit to the Bond Fund if for any reason the payment of such obligations shall not otherwise have been made.

(e) In accordance with the applicable provisions of the Redevelopment Powers Law (O.C.G.A. § 36-44-1, *et seq.*, as amended), the City created, by activating resolution, dated December 5, 2007 (the "TAD Resolution"), Tax Allocation District One – Flowery Branch Old Town and Commercial Gateways (the "Flowery Branch Old Town and Commercial Gateways TAD"), effective December 31, 2007. Ad valorem taxes levied by the City and Hall County on all taxable property within the Flowery Branch Old Town and Commercial Gateways TAD, as calculated pursuant to O.C.G.A. § 36-44-3(14), are collected and deposited into a separate fund of the City, designated as the Old Town and Commercial Gateways TAD Special Fund, to be used to improve economic and social conditions within the Redevelopment Area (as defined in the TAD Resolution). The Project is located within the Redevelopment Area and will improve the economic and social conditions within the Redevelopment Area. The City agrees to make the payments required under Section 5.2 first from the monies deposited into the Old Town and

Commercial Gateways TAD Special Fund to the extent there are sufficient monies available within such Fund to make such payments, and agrees that no payments for any other purpose will be made from such Fund during any Bond Year until there is on deposit in such Fund monies sufficient to make the payments required under Section 5.2 for the applicable Bond Year. The City hereby irrevocably pledges the Tax Allocation Increment to secure and pay the Bonds and to make the payments required under Section 5.2 hereof.

SECTION 5.4. **Obligations of City Hereunder Unconditional; Payments Assigned.** Subject to the provisions of Section 8.9, the obligations of City to make the payments required in Section 5.2 and other sections hereof and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by Issuer of any obligation to City, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to City by Issuer and until such time as the principal of, premium, if any, and interest on the Bonds shall have been fully paid, City (i) will not suspend or discontinue any payments provided for in Section 5.2 except to the extent the same have been prepaid, (ii) will perform and observe all other agreements contained in this Agreement, and (iii) except as provided in Section 10.1, will not terminate the Agreement Term for any cause including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Nothing contained in this Section shall be construed to release Issuer from the performance of any of the agreements on its part herein contained; and in the event Issuer should fail to perform any such agreement on its part, City may institute such action against Issuer as City may deem necessary to compel performance so long as such action does not abrogate the obligations of City contained in the first sentence of this Section. City may, however, at City's own cost and expense and in City's own name or in the name of Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which City deems reasonably necessary in order to secure or protect City's right of possession, occupancy and use hereunder, and in such event Issuer hereby agrees to cooperate fully with City and to take all action necessary to effect the substitution of City for Issuer in any such action or proceeding if City shall so request.

SECTION 5.5. **Maintenance and Modification of Project by City.** City agrees that at all times during the Agreement Term City will, at City's own expense, maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair, working order and condition, reasonable wear and tear excepted, and that City will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Issuer shall have no responsibility in any of these matters or for the making of improvements or additions to the Project.

In addition, City shall have the privilege of remodeling the Project or making substitutions, additions, modifications and improvements to the Project from time to time as City, in its discretion, may deem to be desirable for City's use for such purposes as shall be permitted by the Act, the cost of which remodeling, substitutions, additions, modifications and improvements shall be paid by City, and the same shall be the property of Issuer and be included under the terms of this Agreement as part of the Project; provided, however, that such remodeling, substitutions, additions, modifications and improvements shall not in any way damage the Project; and provided that the Project, as remodeled, improved or altered upon completion of such remodeling, substitutions, additions, modifications and improvements made pursuant to this Article, shall be of a value not less than the value of the Project immediately prior to the remodeling or making of such substitutions, additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by City in any manner and in the sole discretion of City. City will not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, improvements, repairs, renewals or replacements so made by City, provided that if City shall first notify Issuer of City's intention so to do, City may in, good faith contest any mechanic's or other lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Issuer or the Bondholders shall notify City that, in the opinion of their counsel, by nonpayment of any such items the lien of the Indenture as to the purchase payments and other amounts from the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event City shall promptly pay and cause to be satisfied and discharged all such unpaid items or City shall post bond or provide other surety to the extent necessary to adequately secure the Bondholders against loss due to such endangerment, loss or forfeiture. Issuer will cooperate fully with City in any such contest, upon the request and at the expense of the City.

SECTION 5. 6. **Utility Charges.** City will pay during the Agreement Term, as the same become due, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project.

In the event that City shall fail to pay any of the foregoing items required by this Section to be paid by City (unless City is contesting any such item in good faith) Issuer may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by Issuer shall become an additional obligation of City to the party making the advancement, which amounts, together with interest thereon at the Late Payment Rate per annum, City agrees to pay.

SECTION 5.7. **Casualty and Other Insurance.** City agrees to insure or cause to be insured the Project against loss or damage of the kinds usually insured against by companies similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State with uniform standard form of extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State, in amounts that are not less than full insurable value of the Project. The term "full insurable value" as used herein shall mean the actual replacement value, or at the option of City any lesser amount which is equal to or greater than the amount of the Bonds then outstanding. Alternatively, City may insure or cause to be insured such property under a blanket insurance policy or policies which cover not only such property but other properties in the amounts required by the previous sentence.

Any insurance policy issued pursuant to the preceding paragraph of this Section shall be so written or endorsed as to make losses, if any, payable to Issuer and City as their respective interests may appear. The Net Proceeds of the insurance required in this Section shall be applied as provided in Section 6.2 hereof. Each insurance policy provided for in Sections 5.7 and 5.8 hereof shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Issuer without first giving written notice thereof to Issuer at least ten (10) days in advance of such cancellation or modification. All insurance policies issued pursuant to Section 5.7 or 5.8 hereof, or certificates evidencing such policies, shall be deposited with Issuer.

SECTION 5.8. **Public Liability Insurance.** City agrees to carry or cause to be carried public liability insurance with respect to the Project with one or more reputable insurance companies in minimum amounts of $500,000 for the death of or personal injury to one person and $1,000,000 for personal injury or death for each occurrence in connection with the Project and $500,000 for property damage for any occurrence in connection with the Project. Issuer shall be made an additional insured under such policies. The insurance provided by this Section may be a blanket insurance policy or policies.

SECTION 5.9. **Worker's Compensation Coverage.** At all times from the date hereof until the end of the Agreement Term, City shall maintain worker's compensation coverage or cause the same to be maintained to the extent, if any, required by law of the State.

SECTION 5.10. **Advances.** In the event City shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project in good repair and operating condition, Issuer may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Issuer shall become an additional obligation of City to Issuer, which amounts, together with interest thereon at the Late Payment Rate per annum, City agrees to pay.

SECTION 5.11. **Prior Lien of the Bonds.** The Issuer will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenue derived from the Project and this Agreement superior to the lien created in the Indenture for the payment of the Bonds.

ARTICLE VI
DAMAGE AND DESTRUCTION; USE OF NET PROCEEDS

SECTION 6.1. **Damage and Destruction.** Unless Issuer shall have exercised its option to prepay the Bonds pursuant to the provision of Section 3.01 of the Indenture, if prior to full payment of the Bonds the Project or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, City shall be obligated to continue to pay the amounts specified in Section 5.2 hereof.

SECTION 6.2. **Application of Net Proceeds.** Unless the City shall have elected to exercise its option to terminate the Agreement Term under Section 10.1 and shall have purchased the Project pursuant to Section 10.2, if prior to payment in full of the Bonds the Project are damaged by fire or other casualty to such extent that the claim for loss (including any deductible amount pertaining thereto) resulting from such damage is not greater than $300,000, the City, or the Issuer at the City's direction,

(a) shall promptly replace, repair, rebuild or restore the property damaged to substantially the same condition as it existed prior to the event causing such damage, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the City and as will not impair the operating unity or productive capacity of the Project or change the character of the Project to such an extent that its ownership by the Issuer would not be permitted under the laws pursuant to which the Issuer exists, and

(b) shall apply for such purpose so much as may be necessary of any Net Proceeds of insurance resulting from claims for such losses, as well as any additional moneys of the City necessary therefor.

All Net Proceeds of insurance resulting from claims for such losses not in excess of the amount hereinabove specified in this paragraph and not used to pay expenses incurred under (a) above shall be paid into the Bond Fund. If payment in full of the Bonds has been made, all Net Proceeds shall be paid to the City.

Unless the City shall have elected to exercise its option to terminate the Agreement Term under Section 10.1 and shall have purchased the Project pursuant to Section 10.2, if prior to payment in full of the Bonds the Project are destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that the claim for loss resulting from such destruction or damage is in excess of the amount hereinabove specified, the City shall promptly give written notice thereof to the Trustee. In such an event all Net Proceeds of insurance resulting from claims for such losses shall be paid to and held by the Trustee in a trust account and invested in securities of the type referred to in Section 6.01 of the Indenture, whereupon

(i) the City, or the Issuer at the City's direction, shall proceed promptly to replace, repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the City and as will not impair operating unity or productive capacity of the Project or change the character of the Project to such an extent that its ownership by the Issuer would not be permitted under the laws pursuant to which the Issuer then exists, and

(ii) the Trustee shall apply so much as may be necessary of the Net Proceeds of such insurance to the payment of the costs of such replacement, repair, rebuilding or restoration, either on completion thereof or as the work progresses, as directed by the City.

Each such direction of the City shall be accompanied by a certificate of an architect or engineer (who shall be selected by the City and satisfactory to the Issuer) in charge of the replacement, repair, rebuilding or restoration, dated not more than thirty (30) days prior to such direction, setting forth in substance that

(A) the sum then directed to be applied either has been paid by the City, or is justly due, to contractors, subcontractors, materialmen, engineers, architects or other persons who shall have rendered services or furnished materials or improvements for the replacement, repair, rebuilding or restoration therein specified; the names of such persons; a brief description of such services or materials or improvements and the several amounts so paid or due to each of such persons; and a statement that none of the costs of the services or materials or improvements described in such certificate has been or is being made the basis, in any previous or then pending direction, for payment under this Section, and that the sum then directed to be applied does not exceed the value of the services or materials or improvements described in the certificate, and

(B) except for the-amount, if any, stated (pursuant to (A) preceding) in such certificate to be due for services or materials or improvements, there is not outstanding any indebtedness known to the persons signing such certificate which is then due for labor, services, material, supplies and/or equipment in connection with the replacement, repair, rebuilding or restoration which, if unpaid, might become the basis of liens of mechanics, materialmen, suppliers and vendors, or other similar liens (other than those being contested in good faith as permitted in Section 5.4) upon the Project or any part thereof.

The Trustee may conclusively rely upon such direction and shall have no liability or responsibility for payments made pursuant to this Section in reliance thereon. If said Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the City shall nonetheless complete the same and shall pay that portion of the costs thereof in excess of the amount of said Net Proceeds or shall advance to the Issuer and the Trustee the moneys necessary to complete said work, in which case the Issuer shall proceed so to complete the work. The City shall not, by reason of the payment of such excess costs (whether by direct payment thereof or advances to the Issuer or Trustee), be entitled to any reimbursement from the Issuer or any diminution in or postponement or abatement of the amounts payable under Section 5.2.

Any balance of said Net Proceeds remaining after payment of all the costs of such replacement, repair, rebuilding or restoration shall be paid into the Bond Fund. If payment in full of the Bonds has been made, all Net Proceeds shall be paid to the City.

SECTION 6.3. **Cooperation with City.** Issuer shall cooperate fully with City at the expense of City in filing any proof of loss with respect to any insurance policy covering the casualties described in Section 6.1 hereof and will, to the extent it may lawfully do so, permit City to litigate in any proceeding resulting therefrom in the name of and on behalf of Issuer. In no event will Issuer voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Project or any part thereof without the written consent of Authorized City Representative.

ARTICLE VII
SPECIAL COVENANTS

SECTION 7. 1. **No Warranty of Condition or Suitability by Issuer.** Issuer makes no warranty, either express or implied, as to the Project or the condition thereof, or that the Project will be suitable for the purposes or needs of the City.

SECTION 7.2. **Inspection of the Project.** City agrees that Issuer and its duly authorized agents shall have the right at all reasonable times during business hours of City to enter upon the Project and to examine and inspect the Project. City further agrees that Issuer and its duly authorized agents shall have such rights of access to the Project as may be reasonably necessary for the proper maintenance of the Project in the event of failure by City to perform its obligations under Section 5.5 hereof. Issuer and its duly authorized agents shall also be permitted, at all reasonable times during business hours of City, to examine the books, records, reports and other papers of City with respect to the Project.

SECTION 7.3. **Further Assurances and Corrective Instruments.** Issuer and City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for correcting any inadequate or incorrect description of the Project hereby sold or intended so to be for carrying out the expressed intention of this Agreement.

SECTION 7.4. **Issuer and City Representatives.** Whenever under the provisions of this Agreement the approval of Issuer or City is required or Issuer or City is required to take some action at the request of the other, such approval or such request shall be given for Issuer by Issuer Representative and for City by City Representative and any party hereto shall be authorized to act on any such approval or request.

SECTION 7.5. **Arbitrage Covenant.** The City covenants and agrees with the Issuer for the benefit of the holders of the Bonds that (i) the proceeds of the Bonds will be used as set forth in Section 4.02 of the Indenture; (ii) it will not permit any proceeds of the Bonds to be invested in such a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable regulations proposed or promulgated thereunder as of the date of such investment; (iii) it will comply with the requirements of Section 148(f) of the Code and the regulations promulgated thereunder and will pay on behalf of Issuer rebate, if any, required to be paid by Issuer; and (iv) it will expend the proceeds of the Series

2020 Bonds in compliance with the applicable provisions of Section 141 to 149, inclusive, of the Code.

SECTION 7.6. **Granting of Easements.** If no event of default shall have happened and be continuing, after obtaining the written consent of Issuer, City may at any time or times, grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the real property comprising the Project, or City may, after obtaining the written consent of Issuer, release existing easements, licenses, rights of way and other rights and privileges with or without consideration, and Issuer agrees that it shall execute and deliver and will cause and direct execution and delivery of any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way or other grant or privilege upon receipt of: (1) a copy of the instrument of grant or release, (2) a written application signed by Authorized City Representative requesting such instrument and stating (i) that such grant or release is not detrimental to the proper conduct of the business of City, and (ii) that such grant or release will not impair the effective use of, or interfere with the operation of, the Project, and (3) an opinion of City's counsel that such grant or release will not materially weaken, diminish or impair the security afforded by or under the Indenture.

SECTION 7.7. **Release of Certain Land.** Notwithstanding any other provisions of this Agreement, the parties hereto reserve the right, at any time and from time to time, to amend this Agreement for the purpose of effecting the release of and removal from this Agreement of (i) any unimproved part of the real estate comprising part of the Project (on which no Facilities building or other building or equipment owned by Issuer and essential to the continued operation of the Project is situated) or (ii) any part of the Land with respect to which Issuer and City would propose to convey fee title to a railroad, public utility or public body in order that railroad service, utility services or roads may be provided for the Project.

SECTION 7.8. **Continuing Disclosure Certificate.** The City hereby covenants and agrees that it will, to the extent allowed by applicable law, comply with and carry out all provisions of the Continuing Disclosure Certificate to be executed by the City and dated as of the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with its terms (the "Disclosure Certificate"). Notwithstanding any other provision of this Agreement, failure of the City to comply with the Disclosure Certificate shall not be considered a default hereunder, and under no circumstances shall such failure affect the validity or the security for the payment of the Bonds. It is expressly provided, however, that any beneficial owner of the Bonds may take such action, to the extent and in such manner as may be allowed by applicable law, as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section. The cost to the City of performing its obligations set forth in this Section shall be paid solely from the funds lawfully available for such purpose.

SECTION 7.9. **Use of Proceeds and Specific Tax Covenant.** The Series 2020 Bonds are being issued by Issuer in compliance with the conditions necessary for interest income on the Series 2020 Bonds to be excluded from gross income for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code relating to obligations of the State or political subdivisions thereof. It is the intention of Issuer and the City that the interest on the Series 2020 Bonds be and remain excludable from gross income for federal income tax purposes, and, to that end, the City hereby covenants with the holders of the Series 2020 Bonds that:

(a) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax exempt status of interest on the Series 2020 Bonds under Section 103 of the Code.

(b) It will not directly or indirectly use or permit the use of any of the proceeds of the Series 2020 Bonds or take or omit to take any action in a way that would cause the Series 2020 Bonds to be (i) "private activity bonds" within the meaning of Section 141 of the Code or (ii) obligations which are "federally guaranteed" within the meaning of Section 149(b) of the Code.

(c) It will not directly or indirectly use or permit the use of any proceeds of the Series 2020 Bonds or any other funds of the City or take or omit to take any action that would cause the Series 2020 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the City will comply with all requirements of Section 148 of the Code and any regulations promulgated thereunder to the extent applicable to the City. In the event that at any time the City or Issuer is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held under the Indenture, Issuer and the City shall take such action as may be necessary to effect the same.

(d) During the Agreement Term, the City shall restrict the extent and nature of the use of the Project deemed to be financed with proceeds of the Series 2020 Bonds for "private business use" as said term is defined in Section 141 of the Code so as to preserve the exclusion for federal income tax purposes applicable to the interest paid on the Series 2020 Bonds.

ARTICLE VIII
ASSIGNMENT, INDEMNIFICATION, MORTGAGING AND SELLING

SECTION 8.1. **Assignment.** This Agreement may not be assigned by City without the prior written consent of Issuer and Trustee. Any such assignment shall be subject to each of the following conditions:

(a) No assignment shall relieve the City from primary liability for any obligations hereunder, and in the event of any such assignment City shall continue to remain primarily liable for payment of the amounts specified in Section 5.2 hereof and for performance and observance of the other agreements on its part herein provided to be performed and observed by City to the same extent as though no assignment had been made.

(b) City shall, upon the request by Issuer or Trustee, furnish or cause to be furnished to Issuer and the Trustee a true and complete copy of each assignmen.

Consent by the Issuer and Trustee to one or more assignments shall not operate as a waiver of the obligation of obtaining their consent to any subsequent assignment.

SECTION 8.2. **Release and Indemnification Covenants.** To the extent permitted by law, City shall and hereby agrees to indemnify and save Issuer and the Trustee harmless against and from all claims, actions, proceedings, expenses, judgments, damages, penalties, fines, liabilities or other costs (including without limitation attorney's fees) relating to, resulting from or in connection with (i) any condition of the Project, (ii) any act, omission, breach or default on the part of City in the performance of any of its obligations under this Agreement, (iii) any act, omission or negligence of City or of any of its agents, contractors, servants, employees or licensees, (iv) any act, omission or negligence of any assignee or sublessee of City, or of any agents, contractors, servants, employees or licensees of any assignees or sublessees of City, or (v) the issuance, sale and administration of the Bonds. City shall indemnify and save Issuer and the Trustee harmless from any such claim arising as aforesaid from (i), (ii), (iii), (iv) and (v) above, or in connection with any action or proceeding brought thereon, and upon notice from Issuer or Trustee, City shall defend them or any of them in any such action or proceeding. In any such defense, City will use legal counsel reasonably satisfactory to Issuer and Trustee. The provisions of this Section 8.2 shall survive the termination of this Agreement.

SECTION 8.3. **Assignment of Interest in Agreement by Issuer.** Issuer shall assign its right, title and interest in, and all payments and revenues under, this Agreement to the Trustee by the Indenture as security for payment of the amounts payable under the Bonds. This Agreement shall be subject and subordinate to the Indenture.

SECTION 8.4. **Restrictions on Mortgage or Sale of Facilities by Issuer.** Issuer agrees that, except for any assignment or pledge of its interest in the payments hereunder to the Trustee pursuant to the Indenture and release pursuant to Section 7.7 hereof, Issuer will not mortgage, sell, assign, transfer or convey the Project or any portion thereof during the Agreement Term.

SECTION 8.5. **Installation of City's Own Machinery.** City may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in the Project or on the real property comprising the Project. All such machinery, equipment and other tangible property shall remain the sole property of City in which Issuer shall have no interest.

SECTION 8.6. **References to Bonds Ineffective After Bonds Paid.** Upon payment in full of the Bonds and all fees and charges of the Trustee, all references in this Agreement to the Bonds and Bondholders and Trustee shall be ineffective and neither the

Bondholders nor Trustee shall thereafter have any further rights hereunder, saving and excepting those that shall have theretofore vested.

SECTION 8.7. **<u>Redemption of Bonds.</u>** The Issuer or the Trustee, at the request at any time of the City and if the same are then redeemable, shall forthwith take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect redemption of all or any portion of the Bonds, as may be specified by the City, on the earliest applicable redemption date on which such redemption may be made under such applicable provisions. As long as the City is not in default hereunder and the Issuer is not obligated to call Bonds pursuant to the terms of the Indenture, neither the Issuer nor the Trustee shall redeem any Bond prior to its respective stated maturity unless requested to do so in writing by the City.

SECTION 8.8. **<u>Prepayment of Payments Hereunder.</u>** There is expressly reserved to the City the right, and the City is authorized and permitted, at any time it may choose, so long as it is not in default hereunder, to prepay all or any part of the payments payable under Section 5.2, and the Issuer agrees that the Trustee may accept such prepayment when the same is tendered by the City. All prepaid payments shall be credited on the payments specified in Section 5.2 in the chronological order of their due dates, or at the election of the City shall be used for the redemption or purchase of Bonds in the manner and to the extent provided in the Indenture.

SECTION 8.9. **<u>Payment Abatements If Bonds Paid Prior to Maturity.</u>** If at any time the moneys in the Bond Fund are sufficient to retire, in accordance with the terms of the Indenture, all of the outstanding Bonds and to pay all fees and charges of the Trustee due or to become due through the date on which the last of the Bonds is to be retired, under circumstances not resulting in termination of the Agreement Term, and if the City is not at the time otherwise in default hereunder, the City shall be entitled to abate the payment of amounts owed under Section 5.2 hereof.

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. **<u>Events of Default Defined.</u>** The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by City to pay the amounts required to be paid under Section 5.2 hereof at the time specified therein and the continuation of said failure for a period of two (2) business days;

(b) Failure by City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied given to City by Issuer, unless Issuer shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Issuer will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by City within the applicable period and diligently pursued until the default is corrected; or

(c) An “event of default” shall have occurred under the Indenture.

The foregoing provisions of subsection (b) of this Section are subject to the foregoing limitations: if by reason of Force Majeure City is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of the City contained in Article V hereof, City shall not be deemed in default during the continuance of such inability.

SECTION 9.2. **Remedies on Default.** Whenever any event of default referred to in Section 9.1 hereof shall have happened and be continuing, the Issuer, or the Bondholders as provided in the Indenture, may take any one or more of the following remedial steps:

(a) The Issuer or the Bondholders may seek the appointment of a receiver for the Project;

(b) The Issuer or the Bondholders may require the City to furnish copies of all books and records of the City pertaining to the Project;

(c) The Issuer or the Bondholders may take whatever action at law or in equity may appear necessary or desirable to collect the amounts payable under Section 5.2 then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement; and

(d) The Issuer or the Bondholders may exercise any remedies provided for in the Indenture or under the Revenue Bond Law.

Any amounts collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if payment in full of the outstanding Bonds has been made (or provision for payment thereof has been made in accordance with the provisions of the Indenture), to the City.

SECTION 9.3. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to Issuer is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article. Such rights and remedies as are given to the Issuer hereunder shall also extend to the Trustee, and the Trustee, subject to the provisions of the Indenture, shall be entitled to the benefit of all covenants and agreements herein contained.

SECTION 9.4. **Agreement to Pay Attorneys' Fees and Expenses.** In the event City should default under any of the provisions of this Agreement and Issuer or Trustee should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement or performance or observance of any obligation or agreement on the part of City herein contained, City agrees that it will on demand therefor pay to Issuer and Trustee the reasonable fees of such attorneys and such other reasonable expenses so incurred by Issuer.

SECTION 9.5. **No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X
OPTIONS IN FAVOR OF CITY; OBLIGATION TO PURCHASE

SECTION 10.1. **Options to Terminate the Agreement Term.** City shall have the following options to terminate the Agreement Term:

(a) before payment in full of the Bonds, City may terminate the Agreement Term by giving Issuer notice in writing of such termination and by paying to the Trustee an amount of money which, when added to the moneys in the Bond Fund, will be sufficient to pay, retire and redeem all of the outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal, interest to maturity or-earliest applicable redemption date, as the case may be, redemption premium, if any, expenses of redemption and the Trustee's and paying agent's fees and expenses), and, in case of redemption, making arrangements satisfactory to the Trustee for the giving of the required notice of redemption; or

(b) after payment in full of the Bonds, City may terminate the Agreement Term by giving Issuer notice in writing of such termination and such termination shall forthwith become effective.

SECTION 10.2. **Obligation to Purchase Facilities.** City agrees to purchase, and Issuer agrees to sell, the Project for Ten Dollars ($10.00) at the expiration or sooner termination of the Agreement Term following payment in full of the Bonds. The obligation specified in this Section shall be and remain prior and superior to the Indenture and may be exercised whether or not there exists an event of default hereunder provided that the existence of such event of default will not result in nonfulfillment of any condition to this obligation.

SECTION 10.3. **Conveyance on Purchase.** At the closing of the purchase pursuant to Section 10.2, Issuer will upon receipt of the purchase price deliver to City the following:

(a) if at such time the Indenture has not been satisfied in full, a release by the Trustee from the lien or security interest, if any, of the Indenture in the property with respect to which such purchase is being consummated; and

(b) documents conveying to City good and marketable fee simple title in and to the property with respect to which such purchase is being consummated, as such property then exists, subject to the following: (i) those liens, security interests and encumbrances (if any) to which such title in and to said property was subject when conveyed to Issuer, (ii) those liens, security interests and encumbrances created by City or to the creation or suffering of which City consented, (iii) those liens, security interests and encumbrances resulting from the failure of City to perform or observe any of its agreements contained herein, and (iv) Permitted Encumbrances other than the Indenture.

ARTICLE XI
MISCELLANEOUS

SECTION 11.1. **Agreement Term.** This Agreement shall become effective upon its execution and delivery and the Agreement Term shall then begin, and, subject to the other provision hereof (including particularly Article X), shall expire at midnight __________, 20___, or if at said time and on said date all of the Bonds have not been paid in full, then on such date as such payment shall have been made.

SECTION 11.2. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows:

If to Issuer: Gainesville and Hall County Development Authority
P. O. Box 3280
Gainesville, Georgia 30503
Attention: Chairman

If to City: City of Flowery Branch, Georgia
P. O. Box 99
Flowery Branch, Georgia 30566
Attention: Mayor

If to Trustee: Regions Bank
1180 West Peachtree Street, Suite 1200
Atlanta, GA 30309
Attention: Corporate Trust Department

Issuer, Trustee and City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 11.3. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Issuer and City and their respective successors and assigns, subject, however, to the limitations contained in Sections 8.1, 8.3 and 8.4 hereof.

SECTION 11.4. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.5. **Amendments, Changes and Modifications.** Subsequent to the issuance of the Bonds and prior to their payment in full, and except as otherwise expressly provided in the Indenture, this Agreement may not be effectively amended, changed, modified, altered or terminated.

SECTION 11.6. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.7. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 11.8. **Limit of Validity.** If from any circumstances whatsoever fulfillment of any provision of this Agreement, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Agreement that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity.

SECTION 11.9. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

IN WITNESS WHEREOF, Issuer and City have executed this Agreement in their respective corporate names with their respective authorized officers. All of the above occurred as of the date first above written.

AS TO SELLER, signed, sealed and delivered in the presence of:

____
Unofficial Witness

____
Notary Public

(NOTARY SEAL)

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By: ______________________________
Chairman

Attest: ______________________________
Secretary

(CORPORATE SEAL)

(SIGNATURES CONTINUED ON NEXT PAGE)

AS TO THE CITY, signed, sealed and delivered in the presence of:	**CITY OF FLOWERY BRANCH, GEORGIA**
______________________________ Unofficial Witness	By:______________________________ Mayor
______________________________ Notary Public	Attest:___________________________ City Clerk
(NOTARY SEAL)	(CORPORATE SEAL)

EXHIBIT "A"

DESCRIPTION OF THE PROJECT

1. The acquisition, construction and equipping of a public park, to be known as "Town Green Park," and all related facilities located on the following described property:

All that tract or parcel of land lying and being in Land Lot 112 of the 8th Land District, City of Flowery Branch, Hall County, Georgia, shown and delineated on a plat prepared by D. Keith Kilby, a Georgia Registered Land Surveyor; entitled, Survey For City of Flowery Branch; dated August 15, 2018; containing 0.453 acres and recorded in Plat Book 00876, Page 00077, of the Hall County Plat Records. Being described as follows:

Beginning at a number six rebar located at the right-of-way intersection of Mitchell Street (having a forty foot right-of-way), and Pine Street (having a forty five foot right-of-way); this being the True Point of Beginning; thence continuing along the right-of-way of Pine Street South 55 degrees 12 minutes 49 seconds East a distance of 208.30 feet to a point located at the right-of-way intersection of Pine Street (having a forty five foot right-of-way) and Church Street (having a forty foot right-of-way); thence continuing along the right-of-way of Church Street South 35 degrees 01 minutes 24 seconds West a distance of 96.44 feet to a point located on the right-of-way of Church Street, said point being North 55 degrees 02 minutes 21 seconds West a distance of 20.0 feet from a P/K nail located in the centerline of Church Street; thence leaving said right-of-way and running North 55 degrees 02 minutes 21 seconds West a distance of 202.09 feet along the lands now or formerly owned by Saint Clair Properties, LLC to a point located on the right-of-way of Mitchell Street (having a forty foot right-of-way), said point being South 55 degrees 02 minutes 21 seconds East a distance of 1.33 feet from a one-inch pipe located inside the right-of-way of Mitchell Street; thence continuing along the right-of-way of Mitchell Street North 31 degrees 18 minutes 49 seconds East a distance of 96.00 feet to a number six rebar located at the right-of-way intersection of Mitchell Street (having a forty foot right-of-way) and Pine Street (having a forty five foot right-of-way; which is the Point of Beginning.

2. The acquisition, construction and equipping of a public park, to be known as "Farmer's Market Pavilion Park," and all related facilities, including a pavilion, located on the following described property:

All that tract or parcel of land lying, situate and being in Land Lot 112, 8th District, City of Flowery Branch, Hall County, Georgia, being more fully shown on a survey for "Lee W. and Virginia Ann Bock," dated January 22, 1990, prepared by Henry Grady Jarrard, Georgia Registered Land Surveyor, being recorded in Plat Book 140, page 218, Hall County, Georgia Plat Records, and being more particularly described as follows:

BEGINNING at an iron pin located on the Western right-of-way of Railroad Avenue, said iron pin being located 207.0 feet as measured in a Northerly direction from the intersection of the

Western right-of-way of Railroad Avenue with the centerline of Martin Street; thence from said beginning iron pin running North 53 degrees 29 minutes 40 seconds West 139.50 feet to an iron pin; thence North 36 degrees 00 minutes 00 seconds East 128 feet to an iron pin; thence South 53 degrees 24 minutes 41 seconds East 133.50 feet to an iron pin located on the Western right-of-way of Railroad Avenue; thence South 33 degrees 18 minutes 50 seconds West 128 feet along said right-of-way of Railroad Avenue; thence South 33 degrees 18 minutes 50 seconds West 128 feet along said right-of-way to the beginning iron pin.

3. The acquisition, construction and installation of sidewalks, public parking, street lights, benches, trees and other decorative landscaping (collectively, the "Streetscapes") located on the following described easement:

A non-excusive perpetual right, privilege and easement upon, over, through, across, in and under (i) the section of Main Street between the intersection of Main Street and Church Street and the intersection of Main Street and Railroad Avenue, (ii) the section of Railroad Avenue between the intersection of Railroad Avenue and Main Street and the intersection of Railroad Avenue and Knight Drive, (iii) the section of Pine Street between the intersection of Pine Street and Gainesville Street and the intersection of Pine Street and Mitchell Street, (iv) and the section of Mitchell Street between the intersection of Mitchell Street and Main Street and the intersection of Mitchell Street and Pine Street, in the City of Flowery Branch, Hall County, Georgia (collectively, the "Streetscape Easement Area"), for the construction and installation of Streetscapes.

4. Street lights, benches, trees, prefabricated bridges, and other fixtures which shall be installed on the above described real property and easements as part of the construction, installation and equipping of Town Green Park, Farmer's Market Pavilion Park and the pavilion located therein and the Streetscapes.

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EXHIBIT "A"

DESCRIPTION OF THE PROJECT

1. The acquisition, construction and equipping of a public park, to be known as "Town Green Park," and all related facilities located on the following described property:

All that tract or parcel of land lying and being in Land Lot 112 of the 8th Land District, City of Flowery Branch, Hall County, Georgia, shown and delineated on a plat prepared by D. Keith Kilby, a Georgia Registered Land Surveyor; entitled, Survey For City of Flowery Branch; dated August 15, 2018; containing 0.453 acres and recorded in Plat Book 00876, Page 00077, of the Hall County Plat Records. Being described as follows:

Beginning at a number six rebar located at the right-of-way intersection of Mitchell Street (having a forty foot right-of-way), and Pine Street (having a forty five foot right-of-way); this being the True Point of Beginning; thence continuing along the right-of-way of Pine Street South 55 degrees 12 minutes 49 seconds East a distance of 208.30 feet to a point located at the right-of-way intersection of Pine Street (having a forty five foot right-of-way) and Church Street (having a forty foot right-of-way); thence continuing along the right-of-way of Church Street South 35 degrees 01 minutes 24 seconds West a distance of 96.44 feet to a point located on the right-of-way of Church Street, said point being North 55 degrees 02 minutes 21 seconds West a distance of 20.0 feet from a P/K nail located in the centerline of Church Street; thence leaving said right-of-way and running North 55 degrees 02 minutes 21 seconds West a distance of 202.09 feet along the lands now or formerly owned by Saint Clair Properties, LLC to a point located on the right-of-way of Mitchell Street (having a forty foot right-of-way), said point being South 55 degrees 02 minutes 21 seconds East a distance of 1.33 feet from a one-inch pipe located inside the right-of-way of Mitchell Street; thence continuing along the right-of-way of Mitchell Street North 31 degrees 18 minutes 49 seconds East a distance of 96.00 feet to a number six rebar located at the right-of-way intersection of Mitchell Street (having a forty foot right-of-way) and Pine Street (having a forty five foot right-of-way; which is the Point of Beginning.

2. The acquisition, construction and equipping of a public park, to be known as "Farmer's Market Pavilion Park," and all related facilities, including a pavilion, located on the following described property:

All that tract or parcel of land lying, situate and being in Land Lot 112, 8th District, City of Flowery Branch, Hall County, Georgia, being more fully shown on a survey for "Lee W. and Virginia Ann Bock," dated January 22, 1990, prepared by Henry Grady Jarrard, Georgia Registered Land Surveyor, being recorded in Plat Book 140, page 218, Hall County, Georgia Plat Records, and being more particularly described as follows:

BEGINNING at an iron pin located on the Western right-of-way of Railroad Avenue, said iron pin being located 207.0 feet as measured in a Northerly direction from the intersection of the

Western right-of-way of Railroad Avenue with the centerline of Martin Street; thence from said beginning iron pin running North 53 degrees 29 minutes 40 seconds West 139.50 feet to an iron pin; thence North 36 degrees 00 minutes 00 seconds East 128 feet to an iron pin; thence South 53 degrees 24 minutes 41 seconds East 133.50 feet to an iron pin located on the Western right-of-way of Railroad Avenue; thence South 33 degrees 18 minutes 50 seconds West 128 feet along said right-of-way of Railroad Avenue; thence South 33 degrees 18 minutes 50 seconds West 128 feet along said right-of-way to the beginning iron pin.

3. The acquisition, construction and installation of sidewalks, public parking, street lights, benches, trees and other decorative landscaping (collectively, the "Streetscapes") located on the following described easement:

A non-excusive perpetual right, privilege and easement upon, over, through, across, in and under (i) the section of Main Street between the intersection of Main Street and Church Street and the intersection of Main Street and Railroad Avenue, (ii) the section of Railroad Avenue between the intersection of Railroad Avenue and Main Street and the intersection of Railroad Avenue and Knight Drive, (iii) the section of Pine Street between the intersection of Pine Street and Gainesville Street and the intersection of Pine Street and Mitchell Street, (iv) and the section of Mitchell Street between the intersection of Mitchell Street and Main Street and the intersection of Mitchell Street and Pine Street, in the City of Flowery Branch, Hall County, Georgia (collectively, the "Streetscape Easement Area"), for the construction and installation of Streetscapes.

4. Street lights, benches, trees, prefabricated bridges, and other fixtures which shall be installed on the above described real property and easements as part of the construction, installation and equipping of Town Green Park, Farmer's Market Pavilion Park and the pavilion located therein and the Streetscapes.

910646-2

BOND RESOLUTION

A RESOLUTION OF THE
GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY
AUTHORIZING, INTER ALIA, THE ISSUANCE OF

NOT TO EXCEED $5,000,000
IN AGGREGATE PRINCIPAL AMOUNT OF
GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY
REVENUE BONDS
(CITY OF FLOWERY BRANCH OLD TOWN PROJECT),
SERIES 2020

Adopted ___________, 2020

Exhibit "A"	**Installment Sale Agreement, dated as of March 1, 2020**
Exhibit "B"	**Trust Indenture, dated as of March 1, 2020**

BOND RESOLUTION

WHEREAS, the Gainesville and Hall County Development Authority (the "Issuer") has been created by and under amendments to the Constitution of the State of Georgia (Ga. Laws 1964, page 866, et seq.; Ga. Laws 1986, page 4328, et seq.), duly ratified and proclaimed, and an act of the General Assembly of the State of Georgia (Ga. Laws 1964, page 2282, et seq.), as amended (collectively, the "Act"); and

WHEREAS, the Issuer was created for the purpose of promoting and expanding for the public good and welfare industry and trade within the City of Gainesville and Hall County, Georgia, and reducing unemployment to the greatest extent possible in Hall County, Georgia (the "County"), and the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer and otherwise in accordance with the applicable provisions of the Revenue Bond Law (O.C.G.A. §36-82-60 et seq., as amended) (the "Revenue Bond Law"), in furtherance of the public purpose for which it was created; and

WHEREAS, the Act specifically empowers the Issuer to issue its revenue obligations, bearing such rate or rates of interest and maturing in the years and in such amounts as determined by the Issuer, in furtherance of the public purpose for which it was created; and

WHEREAS, pursuant to the Act, the Issuer is authorized to undertake any "project" that is for any industrial, commercial, business, office, parking, public or other use, provided that the Issuer determines that the project and such use thereof would further the public purpose of the development of trade, commerce, industry and employment opportunities within Hall County; and

WHEREAS, pursuant to the Revenue Bond Law, the Issuer has the power to undertake, construct, maintain and operate any "undertaking" and to issue and sell revenue bonds for the purpose of raising funds for the payment, in whole or in part, of the cost of any "undertaking" of the Issuer; and to exercise all the rights, powers and privileges, and be subject to all the duties and liabilities, which a local government may exercise and/or be subject to under the provisions of the Revenue Bond Law; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parks and playgrounds; and

WHEREAS, the Revenue Bond Law provides that an "undertaking" includes public parking areas and public parking buildings; and

WHEREAS, the City of Flowery Branch, Georgia (the "City") is located in Hall County, Georgia; and

WHEREAS, the City desires to improve its historic downtown center, colloquially known as "Old Town," in order to attract investment, development and growth, which will in turn create employment opportunities for its citizens; and

WHEREAS, the City desires to (i) acquire, construct, and equip certain parks, streetscapes, and public parking facilities on real property the City now owns, or may hereafter acquire, in Old Town, and (ii) to enhance certain existing parks, streets, sidewalks, and parking facilities in Old Town (collectively, the "Project"); and

WHEREAS, the City has requested that the Issuer assist in the financing of the Project; and

WHEREAS, the Issuer has been advised by the City that the estimated amount necessary to finance the Project, including expenses incidental thereto, is **[$5,000,000]**, and the Issuer has determined that the most feasible method of accomplishing said financing is through the issuance, sale and delivery of its revenue bonds in the aggregate principal amount of $5,000,000 in order to acquire and finance the Project; and

WHEREAS, the Issuer has determined that such revenue bonds should be issued in one series denoted as "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020" (the "Series 2020 Bonds" or the "Bonds"); and

WHEREAS, after careful study and investigation the Issuer, in furtherance of the public purpose for which it was created, has agreed to issue the Bonds to finance the proposed acquisition, construction and equipping of the Project; and

WHEREAS, the Issuer has agreed to acquire, construct and equip the Project and then sell the Project to the City; and

WHEREAS, the Issuer proposes to enter into an installment sale agreement, dated as of March 1, 2020 (the "Agreement"), with the City under the terms of which the Issuer has agreed to sell the Project to the City, and the City has agreed to pay the Issuer purchase payments sufficient to pay the principal of, redemption premium (if any), and interest on the Bonds as the same become due and payable; and

WHEREAS, the Project constitutes a project as that term is defined in the Act that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer, and the Project constitutes an "undertaking" under the Revenue Bond Law that may be undertaken by the Issuer and that may be financed by the issuance of the Bonds by the Issuer; and

WHEREAS, the Issuer has found and does hereby declare that the issuance of the Bonds by the Issuer for the purpose of financing the acquisition, construction and equipping of the Project by the Issuer, and the payment of all costs of issuance of the Bonds (hereinafter sometimes referred to collectively as the "Undertaking") will achieve the lawful and valid public purpose for which the Issuer was created in that it will encourage and promote industry and trade in Hall County and will help reduce unemployment within Hall County; and

WHEREAS, the City has determined by resolution duly adopted on __________, 2020, that the issuance of the Bonds by the Issuer for the purpose of financing the Undertaking will achieve such lawful and valid public purpose for the benefit of the citizens of the City of Flowery Branch and the inhabitants thereof; and

WHEREAS, the City, as permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, has the power to contract for any period not exceeding fifty years with the Issuer for the sale to the City of the Project; and

WHEREAS, the Issuer, as permitted under the Act, has the power to acquire, construct and equip the Project and sell the Project to the City; and

WHEREAS, the Issuer proposes to authorize the issuance of the Bonds and in order to secure the payment of the Bonds proposes to authorize the execution and delivery of a Trust Indenture, dated as of March 1, 2020, between the Issuer and Regions Bank, as trustee (the "Indenture"), and the pledging of the revenues of the Issuer from the Project, which are primarily the payments to be made by the City pursuant to Section 5.2 of the Agreement, in accordance with the terms and provisions thereof; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

Section 2. Findings. It is hereby ascertained, determined and declared that:

(a) the Undertaking and the Project will achieve a lawful and valid public purpose for which the Issuer was created in that the Undertaking and the Project will encourage and promote industry and trade in Hall County and will help reduce unemployment within Hall County; and

(b) the payments to be received by the Issuer under the Agreement will be sufficient to pay the principal of, and the interest on, the Bonds as the same become due; and

(c) the Bonds will constitute only limited obligations of the Issuer and will be payable solely from the specific payments and revenues derived by the Issuer under the Agreement to be assigned and pledged to the payment thereof and will not constitute a debt or a general obligation or a pledge of the faith and credit of the State of Georgia, Hall County, the City of Gainesville, or any political subdivision of the State of Georgia, and will not directly, indirectly, or contingently obligate said State, County, City or other political subdivision of the State of Georgia to levy or to pledge any form of taxation whatever for the payment thereof. Notwithstanding the foregoing, the City's obligation to make the payments required under the Agreement is a general obligation of the City for which it shall be required to levy taxes to make the payments as set forth in the Agreement.

Section 3. Use of Proceeds. The proceeds of the Series 2020 Bonds shall be deposited into a Project Fund to be created under the terms of the Indenture and used to pay the costs of the Project and to pay the costs and expenses of issuance of the Series 2020 Bonds.

Section 4. Authorization of Series 2020 Bonds. For the purposes set forth above, the issuance of the Series 2020 Bonds is hereby approved. The Series 2020 Bonds shall be in one or more series in the aggregate principal amount not exceeding $5,000,000 to be denoted as "Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020." The Series 2020 Bonds shall be dated the date of issuance and delivery thereof, shall be initially issued in book-entry only form as fully registered bonds without coupons, shall be in the denomination of $5,000 or any integral multiple of $5,000 in excess thereof, shall be transferable to subsequent owners as therein provided, shall be numbered R-1 upward, shall bear interest at rates not exceeding 5.0% per annum, all interest payable semiannually on April 1 and October 1 in each year, commencing October 1, 2020, and shall have a final principal maturity date not later than April 1, 2039. The highest combined annual principal and interest requirements on the Series 2020 Bonds in any year shall not exceed $____________.

Prior to the issuance of the Series 2020 Bonds, the Authority will adopt a Supplemental Bond Resolution, which Supplemental Bond Resolution will specify the aggregate principal amount of the Series 2020 Bonds, the principal amount of the Series 2020 Bonds to mature in each year and the interest rate or rates of each maturity of the Series 2020 Bonds. The form of the Series 2020 Bonds and the provisions for dating, execution, authentication, payment, registration and redemption (optional and mandatory) shall be as set forth in the Trust Indenture hereinafter authorized and approved.

Section 5. Authorization of Agreement. The execution, delivery and performance of the Agreement is hereby authorized and approved. The Agreement shall be in substantially the form attached hereto as **Exhibit "A"** and the Chairman of the Issuer is authorized to sign the Agreement in the name of and on behalf of the Issuer, subject to such minor changes, insertions and omissions as may be approved by said Chairman. The execution of the Agreement by said Chairman shall be conclusive evidence of the approval of any such minor changes, insertions, or omissions. The seal of the Issuer shall be affixed to the Agreement by the Secretary of the Issuer. The Chairman is authorized to deliver the Agreement on behalf of the Issuer.

Section 6. Authorization of Indenture. In order to secure the payment of the principal of and the interest on the Bonds herein authorized, and in order to secure the performance and observance of all the agreements and conditions in the Bonds, the execution, delivery and performance of the Indenture by and between the Issuer and the Trustee be and the same are hereby authorized. The Indenture shall be in substantially the form attached hereto as **Exhibit "B,"** subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Issuer and the execution of the Indenture by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer as hereby authorized shall be conclusive evidence of such approval.

Section 7. Designation of Trustee. The Issuer hereby designates Regions Bank, Atlanta, Georgia, to serve as Trustee under the Indenture and as Paying Agent and Bond Registrar for the Bonds.

Section 8. Execution of Bonds. The Bonds shall be executed in the manner provided in the Indenture and the same shall be delivered to the Trustee for proper authentication and delivery to the purchaser or purchasers thereof with instructions to that effect as provided in the Indenture. Anything herein or in the Indenture to the contrary notwithstanding, the Vice Chairman of the Issuer is hereby authorized to execute the Bonds in the event of the absence or incapacity of the Chairman of the Issuer, and any Assistant Secretary of the Issuer is hereby authorized to attest the Bonds in the absence or incapacity of the Secretary of the Issuer.

Section 9. Validation of Bonds. In order to effect the issuance of the Bonds, the proceeds of which shall be used for the purposes hereinabove stated, and pursuant to the Constitution and laws of the State of Georgia, the Chairman or the Vice Chairman of the Issuer is hereby authorized and directed to conduct any necessary public hearings, to immediately notify the District Attorney of the Northeastern Judicial Circuit of the action taken by the Issuer, and to request said District Attorney to institute proper proceedings to confirm and validate the Bonds and to pass upon the security therefor, and said Chairman or Vice Chairman and Secretary or Assistant Secretary are further authorized to acknowledge service, make answer in such proceedings and take any and all further action and execute and deliver any and all other documents as may be necessary to effect the validation, issuance and delivery of the Bonds.

Section 10. Non-Arbitrage Certification. Any officer of the Issuer is hereby authorized to execute a non-arbitrage certification in order to comply with Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Income Tax Regulations thereunder.

Section 11. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Agreement or the Indenture shall be deemed to be a stipulation, obligation or agreement of any officer, member, agent or employee of the Issuer in his individual capacity, and no such officer, member, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 12. [Reserved].

Section 13. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, members, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things, and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Bonds and the execution and delivery of the Indenture and the Agreement.

The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are hereby authorized and directed to prepare and furnish to the purchaser or purchasers, when the Bonds are issued, certified copies of all the proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer as to the truth of all statements.

Section 14. Waiver of Performance Audit and Performance Review. The Issuer hereby waives the provisions of O.C.G.A. Section 36-82-100 requiring that a performance audit or performance review be conducted with respect to the Bonds. The notice of the hearing to validate the Bonds shall contain a specific waiver expressly stating that no performance audit or performance review shall be conducted with respect to the Bonds.

Section 15. Actions Approved and Confirmed. All acts and doings of officers of the Issuer which are in conformity with the purposes and intents of this Bond Resolution and in the furtherance of the issuance of the Bonds and the execution, delivery and performance of the Indenture and the Agreement, shall be, and the same hereby are, in all respects approved and confirmed.

Section 16. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof or of the Bonds authorized hereunder.

Section 17. Repealing Clause. All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 18. Effective Date. This Bond Resolution shall take effect immediately upon its adoption.

ADOPTED this ____ day of ____________, 2020.

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By:____
Chairman

Attest:_____________________________________
Secretary

(CORPORATE SEAL)

SECRETARY'S CERTIFICATE

I, T. Treadwell Syfan, Secretary of the Gainesville and Hall County Development Authority (the "Issuer"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to $5,000,000 in aggregate principal amount of Gainesville and Hall County Development Authority Revenue Bonds (City of Flowery Branch Old Town Project), Series 2020, constitute a true and correct copy of the Bond Resolution unanimously adopted on _______________, 2020, by the members of the Issuer in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Bond Resolution appears of record in the Minute Book of the Issuer which is in my custody and control.

Given under my hand and seal of the Gainesville and Hall County Development Authority, this ____ day of _______________, 2020.

____
Secretary, Gainesville and Hall County
Development Authority

(CORPORATE SEAL)

910495-1

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - Lease with Hill Wood Realty, LLC for 5412 Main Street

COUNCIL MEETING DATE: January 16, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve as presented

SAMPLE MOTION:
I make a motion to approve the lease agreement with Hill Wood Realty, LLC for 5412 Main Street and authorize the Mayor to execute the necessary documents.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- Hill Wood Realty Lease FIRST AMENDMENT.pdf
- Hill Wood Realty Lease Amendment Ex A.pdf

FIRST AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN
THE CITY OF FLOWERY BRANCH, GEORGIA AND HILL WOOD REALTY, LLC

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment"), is made and entered into effective the _____ day of January, 2020, by and between the City of Flowery Branch, Georgia (hereinafter referred to as "Landlord") and Hill Wood Realty, LLC, a Georgia limited liability company, (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into that certain lease agreement dated August 15, 2019 (the "Original Lease"), for that certain property commonly known as 5512 and 5514 Main Street, Flowery Branch, Georgia (the "Demised Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Original Lease, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, AND IN CONSIDERATION of the sum of One and No/100 Dollars ($1.00), each to the other paid, the receipt and adequacy and sufficiency of which is hereby acknowledge, and the mutual covenants flowing between the parties hereto, the Original Lease is hereby amended as follows:

1. Recitals. Each of the foregoing recitals and representations in this Amendment form a material part of this Amendment and are incorporated herein by this reference, and such recitals and representations and the Original Lease are hereby ratified.

2. Witnesseth. The WITNESSETH recital of the Original Lease is deleted in its entirety and replaced with the following: Landlord, in consideration of the rents, covenants and other payments hereinafter reserved by Landlord and if the covenants, agreements, provisions and conditions hereinafter set forth to be paid, observed, performed and fulfilled by Tenant, has demised and leased to Tenant and by these presents does hereby lease from Landlord the building erected on that property situated in Hall County, Georgia, commonly known as 5512 Main Street Avenue, Flowery Branch, Georgia, being approximately 3135 square feet as shown highlighted in yellow on Exhibit "A" which is incorporated by reference herein called the Demised Premises.

3. Rent and Term. Sections 1.00 and 1.02 of the Original Lease are deleted in their entirety and replaced with the following:

Section 1.00. The Lease shall extend for a term commencing on the 1st day of February, 2020 (the "Commencement Date") and expiring at midnight local Atlanta, Georgia time on the calendar day immediately preceding the 1st day of February 2021.

* * *

Section 1.02. For the term of this Lease, Tenant agrees to pay to Landlord without demand, deduction or setoff an annual rent of $7,800.00, payable in US Dollars. The first rent installment shall be $650.00 and shall be paid in advance of February 1, 2020. The remaining rent for the first term of the lease shall be paid in equal monthly installments of $650.00 in advance on the first day of each calendar month beginning March 1, 2020. If the Lease is renewed for a second one -year term, Tenant agrees to pay to Landlord without demand, deduction or setoff an annual rent of $7,800.00, payable in US Dollars, in equal monthly installments of $650.00, in advance on the first day of each calendar month beginning February 1, 2021.

4. Use, Maintenance and Repair of Demised Premises. The first sentence of Section 3.00 of the Original Lease is deleted in its entirety and replace with the following: Tenant shall have the right to use the Demised Premises only for the operation of a real estate sales office and for no other purposes.

EXCEPT AS HEREIN PROVIDED, all other terms and conditions of the Original Lease shall remain the same and the parties hereto do hereby ratify the Original Lease.

IN WITNESS WHEREOF, Landlord and Tenant have carefully read and reviewed this Amendment and each term and provision contained herein, and by the execution of this Amendment shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Amendment is executed, the terms of this Amendment are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Demised Premises.

This ______ day of January, 2020.

LANDLORD: CITY OF FLOWERY BRANCH, GEORGIA

By: ____________________________________
James M. Miller, Mayor

ATTEST:

____
Melissa McCain, City Clerk

Signatures Continued Next Page

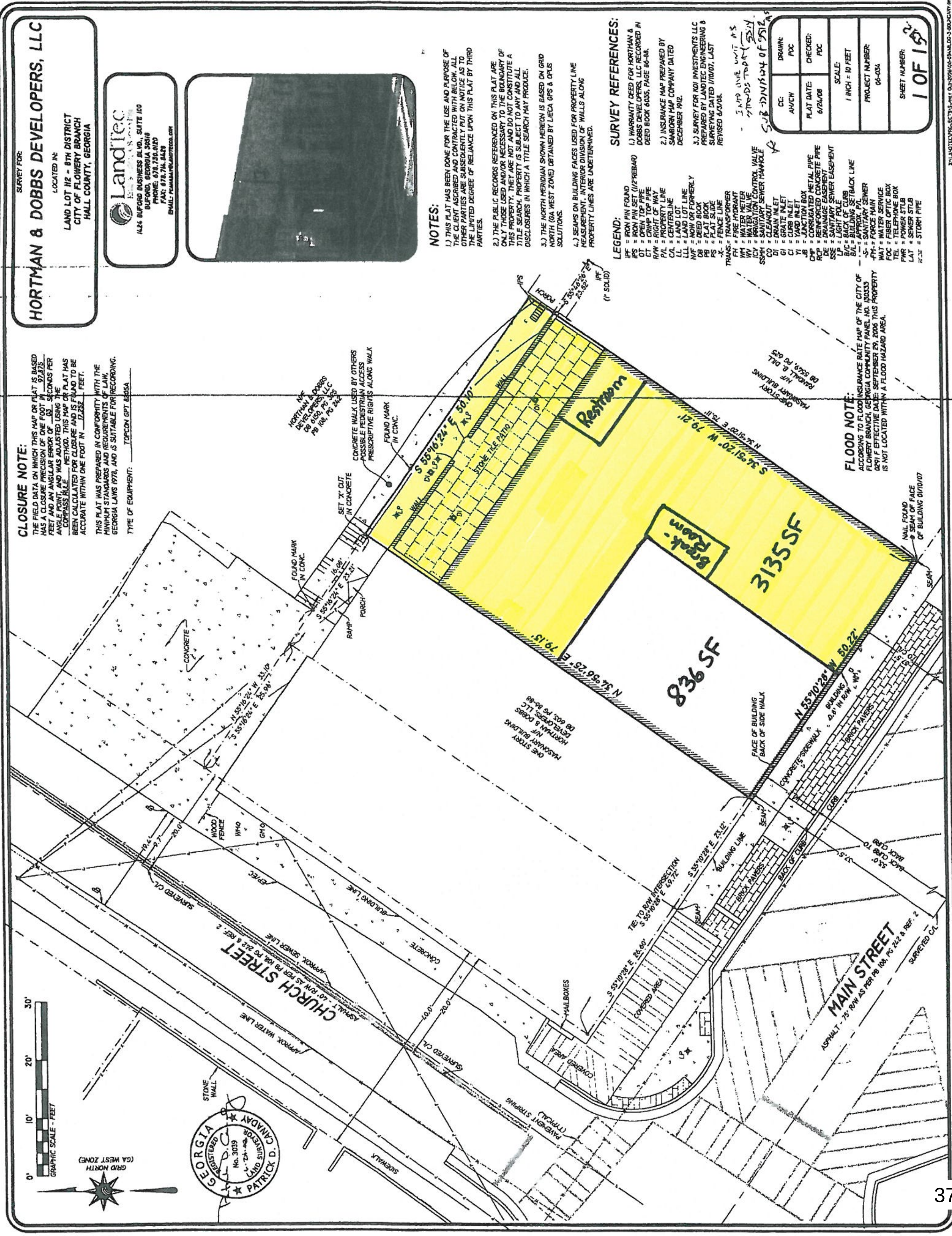
TENANT: HILL WOOD REALITY, LLC

By: ____
Casey Wood, Member

Sworn to and subscribed before me
this ____ day of January, 2020.

____
NOTARY PUBLIC
My commission expires: _________

EXHIBIT "A"



SURVEY FOR:
HORTMAN & DOBBS DEVELOPERS, LLC
LOCATED IN:
LAND LOT 112 - 8TH DISTRICT
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA
LandTec
1424 BUFORD BUSINESS BLVD., SUITE 100
BUFORD, GEORGIA 30518
NOTES:
1.) THIS PLAT HAS BEEN DONE FOR THE USE AND PURPOSE OF THE CLIENT ASCRIBED AND CONTRACTED WITH BELOW. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE UPON THIS PLAT BY THIRD PARTIES.
2.) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND/OR NECESSARY TO THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH. PROPERTY IS SUBJECT TO ANY AND ALL DISCLOSURES IN WHICH A TITLE SEARCH MAY PRODUCE.
3.) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON GRID NORTH (GA WEST ZONE) OBTAINED BY LIECA GPS & OPUS SOLUTIONS.
4.) SEAMS ON BUILDING FACES USED FOR PROPERTY LINE MEASUREMENT. INTERIOR DIVISION OF WALLS ALONG PROPERTY LINES ARE UNDETERMINED.
SURVEY REFERENCES:
1.) WARRANTY DEED FOR HORTMAN & DOBBS DEVELOPERS, LLC RECORDED IN DEED BOOK 6035, PAGE 86-88.
2.) INSURANCE MAP PREPARED BY SANBORN MAP COMPANY DATED DECEMBER 1912.
3.) SURVEY FOR KDI INVESTMENTS LLC PREPARED BY LANDTEC ENGINEERING & SURVEYING DATED 1/10/07, LAST REVISED 8/3/08.
CLOSURE NOTE:
THE FIELD DATA ON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 97,875 FEET AND AN ANGULAR ERROR OF 03 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 17,252 FEET.
THIS PLAT WAS PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW, GEORGIA LAWS 1978, AND IS SUITABLE FOR RECORDING.
TYPE OF EQUIPMENT: TOPCON GPT 8205A
FLOOD NOTE:
ACCORDING TO FLOOD INSURANCE RATE MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA COMMUNITY PANEL NO. 130335 0201 F EFFECTIVE DATE: SEPTEMBER 29, 2006 THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA.
Restroom
Break Room
3135 SF
836 SF
CHURCH STREET
MAIN STREET
S 55°16'24" E 50.10'
S 34°51'20" W 79.21'
N 34°56'25" E 79.15'
N 55°10'28" W 50.22'
STONE TILE PATIO
PLAT DATE: 6/24/08
SCALE: 1 INCH = 10 FEET
PROJECT NUMBER: 08-034
SHEET NUMBER: 1 OF 1
PATRICK D. CANADAY
LAND SURVEYOR
NO. 3039
GEORGIA REGISTERED

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider - Lease with Lend USA, LLC d/b/a American Eagle Mortgage for 5414 Main Street

COUNCIL MEETING DATE: January 16, 2020

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approve as presented

SAMPLE MOTION:
I make a motion to approve the lease agreement with Lend USA, LLC d/b/a American Eagle Mortgage for 5414 Main Street and authorize the Mayor to execute the necessary documents.

COLLABORATING DEPARTMENT:

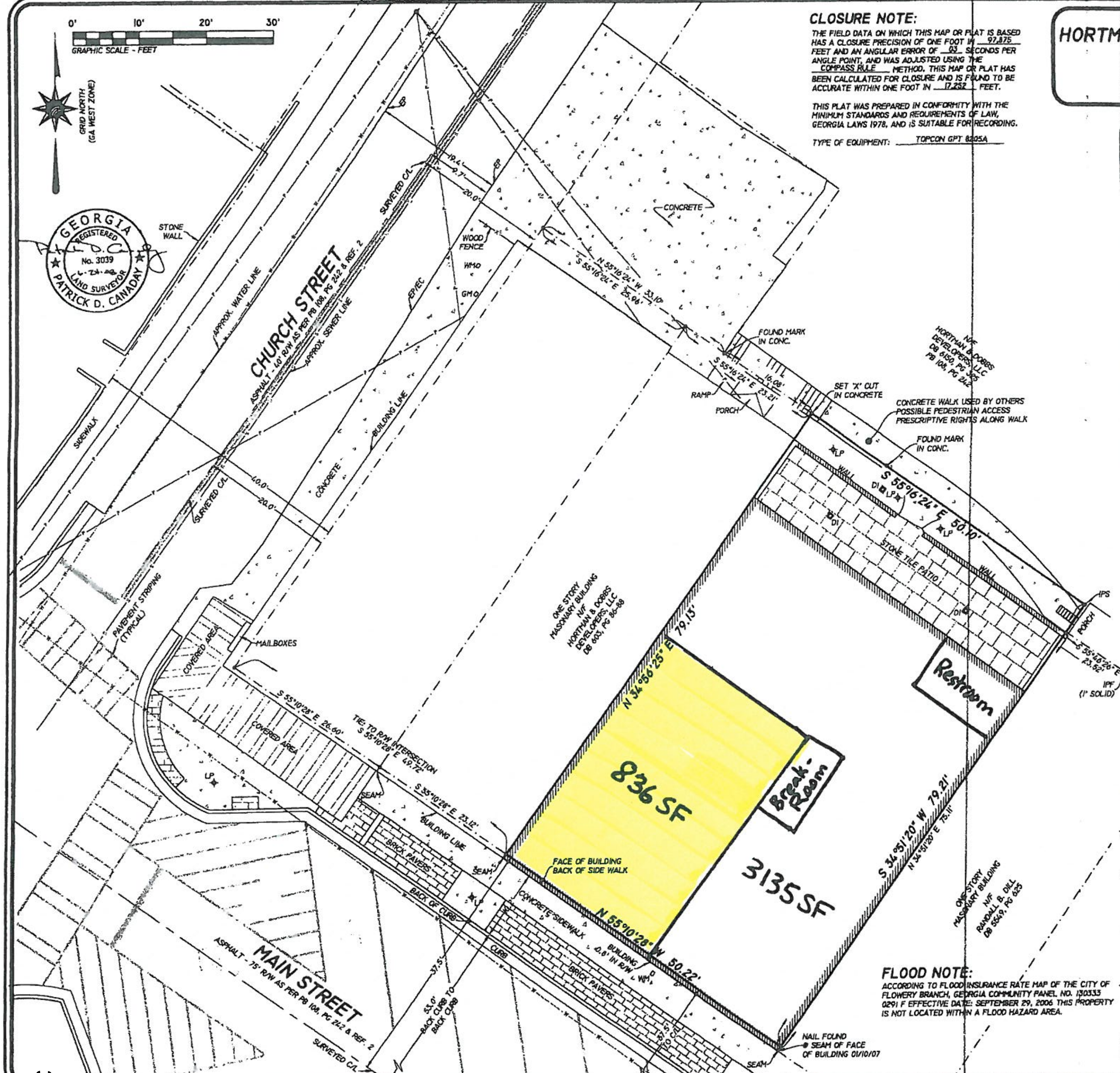
DEPARTMENT: Administration

Prepared by: Melissa McCain

ATTACHMENTS

- LendUS Lease Ex A.pdf
- LendUS Lease FINAL.doc

EXHIBIT A



CLOSURE NOTE:

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THIS PLAT WAS PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW, GEORGIA LAWS 1978, AND IS SUITABLE FOR RECORDING.

TYPE OF EQUIPMENT: TOPCON GPT 8205A

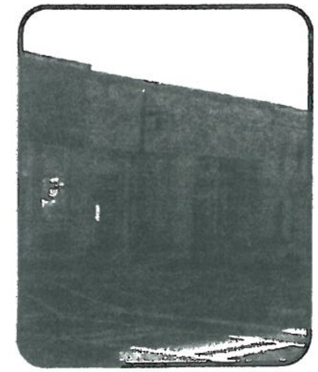
SURVEY FOR:

HORTMAN & DOBBS DEVELOPERS, LLC

LOCATED IN:

LAND LOT 112 - 8TH DISTRICT
CITY OF FLOWERY BRANCH
HALL COUNTY, GEORGIA

LandTec
1424 BUFORD BUSINESS BLVD., SUITE 100
BUFORD, GEORGIA 30518
PHONE: 678.730.0120
FAX: 678.714.8429
EMAIL: PCANADAY@LANDTECCO.COM



NOTES:

1.) THIS PLAT HAS BEEN DONE FOR THE USE AND PURPOSE OF THE CLIENT ASCRIBED AND CONTRACTED WITH BELOW. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE UPON THIS PLAT BY THIRD PARTIES.

2.) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND/OR NECESSARY TO THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH. PROPERTY IS SUBJECT TO ANY AND ALL DISCLOSURES IN WHICH A TITLE SEARCH MAY PRODUCE.

3.) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON GRID NORTH (GA WEST ZONE) OBTAINED BY LEICA GPS & OPUS SOLUTIONS.

4.) SEAMS ON BUILDING FACES USED FOR PROPERTY LINE MEASUREMENT. INTERIOR DIVISION OF WALLS ALONG PROPERTY LINES ARE UNDETERMINED.

LEGEND:

IPF = IRON PIN FOUND
IPS = IRON PIN SET (1/2"REBAR)
OT = OPEN TOP PIPE
CT = CRIMP TOP PIPE
R/W = RIGHT OF WAY
P/L = PROPERTY LINE
C/L = CENTERLINE
LL = LAND LOT
LLL = LAND LOT LINE
N/F = NOW OR FORMERLY
DB = DEED BOOK
PB = PLAT BOOK
PS = PLAT SLIDE
-X- = FENCE LINE
TRANS.= TRANSFORMER
FH = FIRE HYDRANT
WM = WATER METER
WV = WATER VALVE
ICV = IRRIGATION CONTROL VALVE
SSMH = SANITARY SEWER MANHOLE
CO = CLEANOUT
DI = DRAIN INLET
GI = GRATE INLET
CI = CURB INLET
YI = YARD INLET
JB = JUNCTION BOX
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONCRETE PIPE
DE = DRAINAGE EASEMENT
SSE = SANITARY SEWER EASEMENT
LP = LIGHT POLE
B/C = BACK OF CURB
B/L = BUILDING SETBACK LINE
~ = APPROX. P/L
-S- = SANITARY SEWER
-FM- = FORCE MAIN
WAT = WATER SERVICE
FOC = FIBER OPTIC BOX
TEL = TELEPHONE BOX
PWR = POWER STUB
LAT = SEWER STUB
= STORM PIPE

SURVEY REFERENCES:

1.) WARRANTY DEED FOR HORTMAN & DOBBS DEVELOPERS, LLC RECORDED IN DEED BOOK 6035, PAGE 86-88.

2.) INSURANCE MAP PREPARED BY SANBORN MAP COMPANY DATED DECEMBER 1912.

3.) SURVEY FOR KDI INVESTMENTS LLC PREPARED BY LANDTEC ENGINEERING & SURVEYING DATED 1/10/07, LAST REVISED 6/3/08.

Into one unit as stands today 5514
Sub-division of 5512

FLOOD NOTE:

ACCORDING TO FLOOD INSURANCE RATE MAP OF THE CITY OF FLOWERY BRANCH, GEORGIA COMMUNITY PANEL NO. 130333 0291 F EFFECTIVE DATE: SEPTEMBER 29, 2006 THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA.

CC: AH/CW	DRAWN: PDC
PLAT DATE: 6/24/08	CHECKED: PDC
SCALE: 1 INCH = 10 FEET	
PROJECT NUMBER: 06-034	
SHEET NUMBER: 1 OF 1 5512	

LEASE AGREEMENT BY AND BETWEEN THE CITY OF FLOWERY BRANCH, GEORGIA AND LENDUS, LLC D/B/A AMERICAN EAGLE MORTGAGE

STATE OF GEORGIA
COUNTY OF HALL

THIS LEASE is made as of the ____ day of January, 2020, between the City of Flowery Branch, Georgia (hereinafter referred to as "Landlord") and LendUS, LLC d/b/a American Eagle Mortgage (hereinafter referred to as "Tenant");

WITNESSETH:

Landlord, in consideration of the rents, covenants and other payments hereinafter reserved by Landlord and if the covenants, agreements, provisions and conditions hereinafter set forth to be paid, observed, performed and fulfilled by Tenant, has demised and leased to Tenant and by these presents does hereby lease from Landlord the building erected on that property situated in Hall County, Georgia, commonly known as 5514 Main Street, Flowery Branch, Georgia, being approximately 836 square feet as shown highlighted in yellow on Exhibit "A" which is incorporated by referenced herein (the "Demised Premises").

ARTICLE I
Rent and Term

Section 1.00. The Lease shall extend for a term commencing on the 1st day of February, 2020 (the "Commencement Date") and expiring at midnight local Atlanta, Georgia time on the calendar day immediately preceding the 1st day of February, 2021.

Section 1.01. Renewal is at the option of the Tenant and Landlord after the initial one-year term.

Section 1.02. For the term of this Lease, Tenant agrees to pay to Landlord without demand, deduction or setoff an annual rent of $15,600.00, payable in US Dollars. The first rent installment shall be $1,300.00 and shall be paid in advance of February 1, 2020. The remaining rent for the first term of the lease shall be paid in equal monthly installments of $1,300.00 in advance on the first day of each calendar month beginning March 1, 2020. If the Lease is renewed for a second one -year term, Tenant agrees to pay to Landlord without demand, deduction or setoff an annual rent of $15,600.00, payable in US Dollars, in equal monthly installments of $1,300.00, in advance on the first day of each calendar month beginning February 1, 2021.

Section 1.03. All monthly payments except for the first installment of the first term are due the lst day of the month, and are considered late on the 7th day of the month. If payment is received after the 7th, a ten percent (10%) late fee will be imposed and be immediately due. Upon execution of this Lease, Tenant shall pay the first rent installment of $1,300.00.

Section 1.04. All amounts payable under this Article, as well as other amounts payable from Tenant to Landlord under the terms of the Lease, shall be paid in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

ARTICLE 2
Alterations of Demised Premises

Section 2.00. If there is no continuing Event of Default, Tenant may make alterations, additions or improvements to the Demised Premises. Each such alteration, addition or improvement (i) must not, individually or in the aggregate, substantially lessen the fair market value of the Demised Premises or materially adversely affect the Demised Premises, (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all laws, all insurance requirements, (iii) shall become part of the Demised Premises, and (iv) must be pre-approved in writing by Landlord in accordance with Section 2.02 below.

Section 2.01. Alterations made by Tenant shall require prior written approval by the Landlord. Plans for alterations shall be sent to the Landlord. Alterations shall comply with all applicable laws, ordinances, and regulations, including, without limitation, the Americans with Disabilities Act of 1990. On completion, any alterations, additions, and improvements made by Tenant to the Demised Premises shall become the property of Landlord and subject to this Lease.

Section 2.02. Alterations made by Tenant shall require prior written approval by the Landlord. Plans for alterations shall be sent to the Landlord. Alterations shall comply with all applicable laws, ordinances, and regulations, including, without limitation, the Americans with Disabilities Act of 1990. On completion, any alterations, additions, and improvements made by Tenant to the Demised Premises shall become the property of Landlord and subject to this Lease.

ARTICLE 3
Use, Maintenance and Repair of Demised Premises

Section 3.00. Tenant shall have the right to use the Demised Premises only for the operation of a mortgage services business and for no other purposes. Tenant covenants and agrees that it will not use, or suffer, or permit any person, firm or corporation to use the Demised Premises, or any buildings or improvements at any time erected or placed thereon, or any portion thereof for purposes other than those permitted hereunder, or in violation of the laws of the United States, the State of Georgia, the ordinances or other regulations of Hall County, Georgia or of any department thereof, or of any other municipality or of any other lawful authorities.

Section 3.01. The Landlord agrees to keep in good condition the foundations and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its brokers, employees or invitees. Landlord shall maintain the grounds surrounding the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall provide timely notice in writing to Landlord regarding any defective condition known to it which Landlord is required to repair, and Tenant's failure to report any such conditions, shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

Section 3.02. Tenant accepts the Premises in their present condition and as suited for the use intended by Tenant. Tenant shall, throughout the Initial Term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, except those repairs expressly required to be made by Landlord hereunder. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

Section 3.03. The Landlord agrees to undertake and complete the following work prior to the Commencement Date: None.

Section 3.04. If there is no continuing Event of Default, Tenant may make additions or improvements to the Demised Premises. Each such addition or improvement (i) must not, individually or in the aggregate, substantially lessen the fair market value of the Demised Premises or materially adversely affect the Demised Premises, (ii) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all laws, all insurance requirements, (iii) shall become part of the Demised Premises, and (iv) must be pre-approved in writing by Landlord.

Section 3.05. No shopping cart, or other vehicle, or animal (other than those used for the disabled and leashed pets) shall be brought into the Premises of the Building by Tenant. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the Building shall not be covered or obstructed without Landlord's written consent.

Section 3.06. In order to maintain the outward professional appearance of the Building, all window coverings to be installed at the Premises shall be subject to Landlord's prior approval, not to be unreasonably withheld, delayed or conditioned.

Section 3.07. Tenant shall see that the windows and doors of the Premises are closed and securely locked before leaving the Building and Tenant shall exercise reasonable care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building so as to prevent waste or damage, and for any default or carelessness Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord.

Section 3.08. Tenant shall not use or keep in the Building any kerosene, gasoline, or inflammable fluid or any other illuminating material, or use any method of heating other than that supplied by Landlord.

ARTICLE 4

Condemnation - Destruction of, or Damage to, Premises

Section 4.00. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, then in either of said events this Lease shall terminate from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

Section 4.01. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are substantially damaged, but not wholly destroyed by any such casualties, Landlord may choose not to restore the Premises in which case he shall give Tenant notice of said intent within thirty (30) days of the date of the damage and this Lease shall terminate as of the date of destruction and rents shall be prorated. If the Premises are partially damaged by any such casualties, but are otherwise usable by the Tenant, rental shall abate in such proportion as use of the Premises has been destroyed and Landlord may, at his option, restore the Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

ARTICLE 5

Environmental Provisions

Section 5.00. For the purposes of this Article 5, the following terms shall have the following meanings: (i) the term "Hazardous Material" shall mean any material or substance in quantities that, whether by its nature or use, is subject to regulation under any Environmental Requirement, and (ii) the term "Environmental Requirements" shall collectively mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. '9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. '1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. '6901, et seq.), the Toxic Substances Control Act (15 U.S.C. '2601, et seq.), the Clean Air Act (42 U.S.C. '7401, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. '1251, et seq.), all as presently in effect and as the same may hereafter be amended, any regulation pursuant thereto, or any other present or future law, ordinance, rule, regulation, order or directive addressing environmental, health or safety issues of or by any governmental authority.

Section 5.01. Tenant shall comply in all respects with all Environmental Requirements, and will not generate, store, handle, process, dispose of or otherwise use Hazardous Materials at, in, on, or about the Demised Premises during Tenant's use or occupancy of the Demised Premises in a manner that would lead or is likely to lead to the imposition on Tenant, Landlord or the Demised Premises of any liability or lien of any nature whatsoever under any Environmental Requirement.

Section 5.02. Tenant will defend, indemnify, and hold harmless Landlord and its respective employees, agents, officers and directors, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising out of, or in any way related to, (i) any breach by Tenant of the covenants made in Section 5.01 above, (ii) the presence, disposal, spillage, discharge, emission, leakage, release or threatened release of any Hazardous Material that occurs during the term of this Lease, at, in, on or from the Demised Premises, or which arises at any time from Tenant's use or occupancy of the Demised Premises, including, without limitation, any damage or injury resulting from any such Hazardous Material to or affecting the Demised Premises or on any other property or otherwise in violation of any Environmental Requirement, (iii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Material, (iv) any lawsuit brought or threatened, settlement reached, or order or directive of or by any governmental authority relating to such Hazardous Material, or (v) any violation of any Environmental Requirement. The aforesaid indemnification shall not be applicable to any claim, demand, penalty, cause of action, fine, liability, settlement, damage, cost or other expense of any type whatsoever occasioned, arising and caused solely by the acts of Landlord or Landlord's employees or agents. The obligations and liabilities of Tenant under this Section 5.02 shall survive the expiration of this Lease.

ARTICLE 6
Indemnification of Landlord Against Liability

Section 6.00. Except for Landlord's sole negligence and/or sole intentional misconduct, Tenant shall indemnify and save harmless Landlord from and against any and all liability, penalties, damages, losses, expenses and judgments by reason of any injury or claim of injury to person or property, of any nature and howsoever caused, arising out of, but only to the extent and in proportion to, the use, repair, occupation, the tenantable condition of the Demised Premises, and control of the Demised Premises, by Tenant, its employees, agents, invitees, licenses, contractors, subtenant or assigns, at any time during the Demised Term, including those resulting from any work in connection with any alterations of the Demised Premises approved by Landlord. Tenant shall promptly notify Landlord of any claim asserted against Landlord on account of any such injury or claimed injury to persons or property and shall promptly deliver to Landlord the original or a true copy of any summons or other process, pleading or notice issued in any suit or other proceedings to assert or enforce any such claim.

Section 6.01. Tenant shall keep in force such insurance policies covering liability as will fully protect Tenant and Landlord, as their interest may appear, against claims of any and all persons for personal injury, death or property damage occurring in or about the Demised Premises or in or about any adjoining streets, sidewalks and passageways, such coverage to the limit of not less than $1,000,000.00 in respect to injury or death to a person(s) or to property. All such coverage shall be provided by reputable insurance companies duly licensed to issue insurance policies under the laws and regulations of the State of Georgia. In addition, Tenant shall furnish to Landlord certificates and paid receipts evidencing to Landlord that such insurance policies are in effect, and renewal certificates thereafter at least thirty (30) days prior to the expiration of any such policy together with paid receipts therefor. Such insurance policies shall provide that they shall not be terminated or canceled unless Landlord is furnished at least thirty (30) days prior written notice. In the event that Tenant shall fail to provide coverage via insurance policies, Landlord may (but shall not be obligated to) effect such coverage in the name of the Tenant and Landlord. Tenant shall pay on demand the amount properly paid by Landlord for such purpose, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof by Landlord, and in case of the failure of Tenant so to pay, Landlord shall have the same remedies for the collection thereof or otherwise as in the case of default of payment of the monthly rent hereby reserved.

ARTICLE 7
Utilities

Section 7.00. Tenant shall provide all utilities to Premises at no cost to Landlord.

ARTICLE 8
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ARTICLE 9
Surrender of Demised Premises

Section 9.00. Tenant shall, upon the expiration or other termination of this Lease, for any reason whatsoever, surrender to Landlord the Demised Premises, together with any buildings and structures which may then be standing thereon, together with all alterations and replacements thereof, normal wear and tear, casualty and condemnation excepted, and Landlord shall thereafter have all right, title and interest therein free of any claim thereto by Tenant.

Section 9.01. Trade fixtures, furniture and equipment and all personal property of Tenant located in the Demised Premises shall not become a part of the Demised Premises on the termination of this Lease and, so long as Tenant is not in default hereunder, may be removed by Tenant from the Demised Premises at any time prior to the end of the Demised Term; and Tenant shall, at its own cost and expense, repair any and all damage to the Demised Premises resulting from or caused by the removal thereof.

Section 9.02. No surrender of the Demised Premises by Tenant at any time other than the end of the Demised Term shall be valid or effective unless it be in writing and acknowledged in writing by Landlord and Tenant.

Section 9.03. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at the end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Section 1.02 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Section 1.02 above.

ARTICLE 10
Covenant of Quiet Enjoyment

Section 10.00. Landlord covenants and agrees that Tenant, on paying the rents and observing and keeping the covenants, agreements and stipulations of this Lease, on its part to be kept, shall, subject to the terms hereof, lawfully, peaceably and quietly hold, occupy and enjoy said Demised Premises during the Demised Term without hindrance, objection or molestation, from Landlord or anyone claiming by, through or under Landlord.

ARTICLE 11
Defaults and Remedies

Section 11.00.

(a) If Tenant shall fail to cure a default in the payment of rent and other sums and charges herein reserved, after ten days written notice by Landlord; or

(b) If Tenant shall be adjudicated bankrupt; or

(c) If Tenant shall file a petition in bankruptcy under any section or provision of the bankruptcy law; or

(d) If any involuntary petition in bankruptcy shall be filed against Tenant, and the same not be withdrawn or dismissed within sixty (60) calendar days from the filing thereof; or

(e) If a receiver or trustee shall be appointed for Tenant's property and the order appointing such receiver or trustee shall remain in force for thirty (30) calendar days after the entry of such order; or

(f) If, whether voluntarily or involuntarily, Tenant shall take advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; or

(g) If Tenant shall make an assignment for benefit of creditors; or

(h) If Tenant's effects shall be levied upon or attached under process against Tenant, and such levy or attachment not be satisfied or dissolved within thirty (30) calendar days after such levy or attachment; or

(i) If Tenant shall vacate or abandon the Premises for a period of more than thirty (30) days; or

(j) If Tenant shall default under any other covenant, agreement, or condition to be performed or kept by Tenant under the terms and provisions of this Lease and shall fail to cure such default within fifteen (15) calendar days of the date of written notice from Landlord to Tenant; then and in any such event Landlord shall have the right, at the option of the Landlord, then or at any time thereafter while such default or defaults shall continue, to elect to do any one or more of the following, in addition to, and not in limitation of, any other right or remedy available to Landlord at law or in equity or elsewhere under this Lease:

(1) to cure such default or defaults at the expense of Tenant and without prejudice to any other remedies which it might otherwise have, any payment made or expenses incurred by Landlord in curing such default with interest thereon at the rate of ten percent (10%) per annum, to be and become additional rent to be paid by Tenant with the next installment of rent falling due thereafter; and /or

(2) terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; and/or

(3) terminate Tenant's right of possession, without terminating this Lease, and Landlord may as agent for Tenant enter into and upon take possession of the Demised Premises, and Landlord may rent the Demised Premises upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Upon each such reletting, all rents received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of repairs; third, to the payment of rental and any other charges and sums then due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord to the extent of and for application in payment of future sums as the same may become due and payable hereunder. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord; and/or

(4) terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds) of the excess, if any, of (i)

the rental and all other charges and sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date of termination of the Lease term over (ii) the aggregate reasonable rental value of the Demised Premises for the same period, all of which present value of such excess sum shall be deemed immediately due and payable. In determining the aggregate rental value pursuant to item (ii) above, the parties hereby agree that all relevant factors shall be considered as of the time Landlord seeks to enforce such remedy, including, but not limited to, (A) the length of time remaining in the term of the Lease, (B) the then-current market conditions in the general area in which the Demised Premises are located, (C) the likelihood of reletting the Demised Premises for a period of time equal to the remainder of the term of the Lease, (D) the net effective rental rates (taking into account all concessions) then being obtained for premises of similar type and size in the general area in which the Demised Premises are located, (E) the anticipated duration of the period the Demised Premises will be unoccupied prior to reletting, (F) the anticipated cost of reletting, and (G) the current levels of new construction that will be completed during the remainder of the term of the Lease and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality premises in the general area in which the Demised Premises are located. Such payment shall be and constitute Landlord's liquidated damages, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. '13-6-7.

Section 11.01. Any installment of rent or other Tenant expenses due and owing after seven (7) calendar days of the due date therefore shall be subject to a late charge in an amount equal to ten percent (10%) of the amount due for each and every full or partial calendar month that said amount remains unpaid (but in no event shall the amount of such late charge exceed an amount based upon the highest legally permissible rate chargeable at any time by Landlord under the circumstances). In the event Tenant makes a partial payment of past due amounts, the amount of such partial payment shall be applied first to reduce all accrued and unpaid late charges, in inverse order of their maturity, and then to reduce all other past due amounts, in inverse order of their maturity.

ARTICLE 12

Rights of Landlord in Subleases

Section 12.00. In the event of any default under the terms of this Lease by Tenant, Landlord shall have the right at its option to take over any and all subleases of the Demised Premises, or any part thereof, made or granted by Tenant and approved by Landlord and, at its option, to succeed to all the rights and privileges of said subleases, or such of them as it may elect to take over and assume, and Tenant, upon any such default or recovery of possession by Landlord, hereby expressly assigns and transfers to Landlord such of the subleases as Landlord may elect to take over and assume and as may exist and be in force and effect at the time of such default or recovery of possession, and Tenant hereby further expressly covenants that it will, upon request of Landlord, execute, acknowledge and deliver to Landlord such further assignments and transfers as may be necessary, sufficient and proper to vest in Landlord the then existing subleases as above specified. Unless any such sublease is so taken over and assumed by Landlord in such event, the subtenant thereunder shall have no further interest of any nature in the Demised Premises and such sublease shall automatically be null and void.

ARTICLE 13
Cumulative Remedies of Landlord - No Waiver

Section 13.00. The specified remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord or Tenant may be lawfully entitled in case of any breach or threatened breach by Tenant or Landlord of any provision or provisions of this Lease.

Section 13.01. The failure of Landlord or Tenant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions, or agreements of this Lease shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provisions or agreement. A receipt by Landlord of rent or any other payment, or the acceptance of performance of anything required by this Lease to be performed with knowledge of the breach of the term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, and no waiver by Landlord of any term, covenant, condition, provision, or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

Section 13.02. In addition to the other remedies in this Lease provided, Landlord and Tenant shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the terms, covenants, conditions, provisions, or agreement of this Lease.

ARTICLE 14
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ARTICLE 15
Subordination

Section 15.00. At the option of Landlord, Tenant agrees that this Lease shall remain subject and subordinate to all present and future mortgages, deeds to secure debt or other security instruments (the "Security Deeds") effecting the Building or the Premises, and Tenant shall promptly execute and deliver to Landlord such certificate or certificates in writing as Landlord may request, showing the subordination of the Lease to such Security Deeds, and in default of Tenant so doing, Landlord shall be and is hereby authorized and empowered to execute such certificate in the name of and as the act and deed of Tenant, this authority being hereby declared to be coupled with an interest and to be irrevocable. Tenant shall upon request from Landlord at any time and from time to time execute, acknowledge and deliver to Landlord a written statement certifying as follows: (A) that this

Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (B) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (C) the date to which any rent and other charges have been paid in advance, if any, and (D) such other matters as Landlord may reasonably request. Tenant irrevocably appoints Landlord as its attorney-in-fact, coupled with an interest, to execute and deliver, for and in the name of Tenant, any document or instrument provided for in this paragraph.

ARTICLE 16
Intentionally Left Blank

ARTICLE 17
Without Power to Charge Reversion

Section 17.00. Tenant shall not have the power to do any act or make any contract which may create or be the foundation for any lien upon the present estate, reversion or other estate of Landlord in the Demised Premises or the buildings or improvements thereon.

ARTICLE 18
Captions and Miscellaneous

Section 18.00. The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provision of or the scope of intent of this Lease, nor in any way affect this Lease.

Section 18.01. Wherever the singular is used herein, it shall include the plural and the plural shall include the singular; the use of any gender shall include all other genders, all as the context and meaning of this instrument shall require.

ARTICLE 19
Writing Required for Modifications

Section 19.00. This Lease cannot be changed orally, but only by agreement in writing, signed by Landlord and Tenant.

ARTICLE 20
Notices

Section 20.00. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Lease shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given or served and shall be effective upon being personally delivered or upon being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to the other party at the address of such other party set forth below or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, demand, or request shall be addressed as follows:

Tenant Info: LendUS, LLC d/b/a American Eagle Mortgage
3240 Stone Valley Road West
Alamo, CA 94507
Attn: Rob Hirt, CEO with a copy to Christina Davis, Facilities Manager

Landlord Info: City of Flowery Branch
5410 Pine Street
Flowery Branch, GA 30542
Attn: City Manager

ARTICLE 21
Mechanic's Liens

Section 21.00. If any mechanic's or other liens or orders for the payment of money shall be filed against the Demised Premises or any building or improvement thereon by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for Tenant at the Demised Premises or for or by reason of any change or altercation, or the cost or expense thereof, or any contract relating thereto, or against Landlord as owner thereof, Tenant shall within thirty (30) days cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of Tenant, and shall also defend on behalf of Landlord at Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens, or orders.

Section 21.01. If Tenant shall fail to take such action as shall cause such lien to be discharged within thirty (30) days after notice to Tenant of the filing of such notice, Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, and in the event of such deposit or bonding proceedings, Landlord may require the lien or to prosecute an appropriate action to enforce the lienor's claim. In such case, Landlord may pay any judgment recovered on such claim. Any amount paid or expense incurred by Landlord, as herein provided, shall be due and payable by Tenant to Landlord on the first day of the next following month.

Section 21.02. It is covenanted and agreed that no authority is given by this Lease to Tenant, expressly or implied, to bind Landlord for the payment of any money in connection with repair or alteration work on the Demised Premises, nor is there any authority given Tenant by this Lease, directly or indirectly, to permit any mechanic's, material men's, or contractor's liens to arise against Landlord's interest in the Demised Premises, or the buildings or improvements thereon, or the appurtenances, equipment, machinery and fixtures therein, and Tenant expressly agrees that it will keep and save the Demised Premises and Landlord harmless from all costs and damages resulting from any such lien or liens of any character created through any action or thing done by Tenant.

ARTICLE 22
Time of Essence

Section 22.00. Time is of the essence in this Lease and all provisions hereof.

ARTICLE 23
No Estate in Land

Section 23.00. This contract shall create the relationship of Landlord and Tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's written consent.

ARTICLE 24
Covenants Binding

Section 24.00. It is understood and agreed that all the covenants, agreements, terms, conditions, provisions and undertakings in this Lease or in any renewals thereof contained, shall extend to and be binding upon the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed, and that the same shall be construed as covenants running with the land; and whenever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply also (whenever and wherever applicable) to the heirs, executors, administrators, successors and permitted assigns of such party, the same as if in each and every case so expressed.

ARTICLE 25
Signs

Section 25.00. Tenant may install signage on the Demised Premises so long as it complies with all legal requirements and is pre-approved by Landlord.

ARTICLE 26
Recording

Section 26.00. This Lease shall not be recorded by Tenant without Landlord's written consent endorsed hereon.

ARTICLE 27
Exemption

Section 27.00. Tenant hereby waives and renounces all homestead or exemption rights which Tenant may have under or by virtue of the Constitution and Laws of the United States, Georgia, or any other State as against any debt Tenant may owe Landlord under this Lease, and hereby transfers, conveys and assigns to Landlord all homestead or exemption rights which may be allowed or set apart to Tenant, including such as may be set apart in any bankruptcy proceeding, to pay any debt owing by Tenant to the Landlord hereunder.

ARTICLE 28
Severability

Section 28.00. If any clause or provision of this Lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during the Demised Term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby.

ARTICLE 29
Georgia Law and Jurisdiction

Section 29.00. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia, without resort to its conflict of law provisions. Disputes hereunder shall be resolved in the Superior Court of Hall County, Georgia, and each party hereby submits to and agrees that jurisdiction and venue are proper in Hall County, Georgia. As an alternative to the high cost of litigation, Landlord, at Landlord's option, may submit any default, dispute or controversy arising under this Lease, to binding arbitration in accordance with the Commercial Arbitration Code of the American Arbitration Association. Tenant agrees that said election by Landlord shall be binding upon it and that jurisdiction and venue for such arbitration shall be in Hall County, Georgia, or in such other place as the parties shall mutually agree.

ARTICLE 30
Force Majeure

Section 30.00. Landlord shall be excused from the performance of its obligations for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, inability to obtain any material or services, or acts of God.

ARTICLE 31
Rights of Landlord to Enter the Demised Premises

Section 31.00. Landlord and its agents, employees and contractors may enter the Demised Premises at such time with at least twenty-four (24) hours advance notice, to make repairs, additions, alterations, and improvements as Landlord desires to make to the Demised Premises, including, without limitation, the erection, use and maintenance of pipes and conduits, and to exhibit the Demised Premises to prospective purchasers or tenants.

ARTICLE 32
Waiver of Subrogation

Section 32.00. Notwithstanding anything to the contrary contained herein, Landlord and Tenant each hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to person or property caused by fire, or any other perils which are insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, and covenants that no insurer shall hold any right of subrogation against such other party.

ARTICLE 33
Security Deposit

Section 33.00. Landlord acknowledges that Tenant has deposited $1,300.00 as a security deposit which shall continue to be held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease of Tenant. If any of the rents or other charges or sums payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

ARTICLE 34
Intentionally Left Blank

ARTICLE 35
Counterparts

This Lease may be signed in counterparts.

IN WITNESS WHEREOF, Landlord and Tenant have carefully read and reviewed this Lease and each term and provision contained herein, and by the execution of this Lease show their informed and voluntary consent thereto. The parties hereby agree that, at the time this Lease is executed, the terms of this lease are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Demised Premises.

This ______ day of January, 2020.

LANDLORD: CITY OF FLOWERY BRANCH, GEORGIA

By: ________________________________

James M. Miller, Mayor

ATTEST:

____

Melissa McCain, City Clerk

Signatures Continued Next Page

TENANT: LENDUS, LLC D/B/A AMERICAN EAGLE MORTGAGE

By: ___________________________________

Ava Noack, President & CFO

Sworn to and subscribed before me
this ____ day of January, 2020.

____

NOTARY PUBLIC
My commission expires: _________