

**A BOND RESOLUTION TO PROVIDE FOR THE ISSUANCE BY THE CITY OF DECATUR PUBLIC FACILITIES AUTHORITY OF ITS REVENUE BONDS (CITY OF DECATUR PROJECT), SERIES 2017, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$42,000,000 TO PROVIDE FUNDS TO PAY OR TO BE APPLIED TOWARD THE COST OF FINANCING ALL OR A PORTION OF THE ACQUISITION OF CERTAIN REAL PROPERTY AND THE CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS THERETO AND TO PAY EXPENSES ASSOCIATED THEREWITH; TO PROVIDE FOR THE FORM OF THE SERIES 2017 BONDS; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO PROVIDE REMEDIES FOR THE OWNERS OF SAID BONDS; TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF DECATUR, GEORGIA; AND FOR OTHER PURPOSES.**

Adopted on

June 5, 2017

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BOND RESOLUTION

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**A BOND RESOLUTION TO PROVIDE FOR THE ISSUANCE BY THE CITY OF DECATUR PUBLIC FACILITIES AUTHORITY OF ITS REVENUE BONDS (CITY OF DECATUR PROJECT), SERIES 2017, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$42,000,000 TO PROVIDE FUNDS TO PAY OR TO BE APPLIED TOWARD THE COST OF FINANCING ALL OR A PORTION OF THE ACQUISITION OF CERTAIN REAL PROPERTY AND THE CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS THERETO AND TO PAY EXPENSES ASSOCIATED THEREWITH; TO PROVIDE FOR THE FORM OF THE SERIES 2017 BONDS; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO PROVIDE REMEDIES FOR THE OWNERS OF SAID BONDS; TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF DECATUR, GEORGIA; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Decatur Public Facilities Authority (the “Issuer”) is a political subdivision of the State of Georgia and a public corporation duly created and validly existing under and pursuant to an Act of the General Assembly of the State of Georgia entitled the “City of Decatur Public Facilities Authority Act” (SB 124, 154th Gen. Assemb., Reg. Sess. (Ga. 2017)) (the “Act”); and

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

**WHEREAS**, the Act authorizes the Issuer to acquire, construct, add to, extend, improve, equip, and dispose of “projects,” which are defined to mean and include (1) all buildings, facilities, and equipment necessary or convenient for the efficient operation of the City of Decatur, Georgia (the “City”) and (2) any undertaking permitted by Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the “Revenue Bond Law” (the “Revenue Bond Law”); and

**WHEREAS**, the Act also authorizes the Issuer (1) to acquire by purchase, lease, or otherwise and to hold, operate, maintain, lease, and dispose of real and personal property of every kind and character for its corporate purposes; (2) to acquire in its own name by purchase on such terms and conditions and in such manner as it may deem proper, real property or rights or easements therein, or franchises necessary or convenient for its corporate purposes, and to use the same so long as its corporate existence shall continue, and to lease or make contracts with respect to the use of or dispose of the same in any manner it deems to the best advantage of the Issuer; and (3) to execute contracts, leases, installment sale agreements, and other agreements and instruments necessary or convenient in connection with the acquisition, construction, addition, extension, improvement, equipping, operation, or maintenance of a project; and

**WHEREAS**, the Act also authorizes the Issuer (1) to borrow money for any of its corporate purposes and to issue revenue bonds, and to provide for the payment of the same and for the rights of the holders thereof; and (2) to pledge and allocate moneys received pursuant to an intergovernmental contract and the revenues, fees, tolls, charges, and earnings derived from any particular project or projects to the payment of the principal and interest on its revenue bonds; and

**WHEREAS**, the Issuer is authorized and empowered under and pursuant to the provisions of the Revenue Bond Law to issue revenue bonds to finance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of any “undertaking,” which includes recreational and educational facilities; and

**WHEREAS**, the City is a municipal corporation of the State of Georgia, legally created and validly existing under the laws of the State of Georgia; and

**WHEREAS**, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 authorizes the City and the Issuer to contract for any period not exceeding 50 years with any public agency or public corporation for joint services, for the provision of services, or for joint or separate use of facilities or equipment, if such contract deals with activities, services and facilities that the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, in furtherance of the purposes for which it was created, the Issuer proposes to issue not to exceed \$42,000,000 in original aggregate principal amount of its “City of Decatur Public Facilities Authority Revenue Bonds (City of Decatur Project), Series 2017” (the “Series 2017 Bonds”), in order to finance all or a portion of the costs of acquiring approximately 77 acres of property and certain improvements thereon (the “Acquired Premises”) from the United Methodist Children’s Home of the North Georgia Conference, Inc. (the “Seller”) and to construct and install certain improvements thereon for use by the City and its citizens in connection with the City’s lawful powers and purposes, including, but not limited to, the provision of greenspace and recreational, educational and administrative facilities for the citizens of the City (the “Project”) and to finance related costs, all in furtherance of the efficient operation of the City; and

**WHEREAS**, the City has entered into that certain Commercial Purchase and Sale Agreement, effective as of April 25, 2017 (the “Purchase Agreement”), with the Seller, pursuant to which the City has agreed to purchase the Acquired Premises, and the City desires to assigns all of its rights and interests in the Purchase Agreement to the Issuer in order to effect such acquisition pursuant to an Assignment and Assumption of Commercial Purchase and Sale Agreement by the City in favor of the Issuer; and

**WHEREAS**, in consideration of the issuance of the Series 2017 Bonds, the Issuer and the City propose to enter into an Intergovernmental Agreement, dated as of July 1, 2017 or the first date of the month of its execution and delivery (the “Contract”), pursuant to which the Issuer will agree, among other things, to issue the Series 2017 Bonds to finance the costs of all or a portion of the acquisition of the Project and to cause the acquisition, construction and installation of improvements to the Project; and in consideration of the facilities and services provided by the Issuer, the City will agree, among other things, (a) to make payments to the Issuer in amounts sufficient to enable the Issuer to pay, when due, the principal of, redemption premium, if any, and interest on the Series 2017 Bonds and other amounts due under this Bond Resolution and (b) will agree to levy an annual ad valorem tax on all taxable property located within the territorial limits of the City, at such rate or rates, within the 18 mill limit prescribed by the charter of the City, or within such greater millage as may hereafter be prescribed by applicable law, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Contract; and

**WHEREAS**, the Issuer proposes to authorize the marketing of the Series 2017 Bonds by means of a Preliminary Official Statement (the “Preliminary Official Statement”) and an Official Statement, to be dated the date of its execution and delivery (the “Official Statement”), both of which will contain information about the Issuer, the City, and the Project; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Decatur Public Facilities Authority, and it is hereby resolved by authority of the same, as follows:

## ARTICLE I

### DEFINITIONS AND FINDINGS

#### Section 101. Definitions of Certain Terms.

In addition to the words and terms elsewhere defined in this Resolution (including the preamble hereto), the following words and terms used in this Resolution shall have the following meanings:

“**Acquisition Fund**” means the City of Decatur Public Facilities Authority Acquisition Fund 2017 created in Section 501 of this Resolution, and includes the Series 2017 Capital Improvement Account.

“**Acquisition Fund Depository**” means the financial institution at the time serving as acquisition fund depository pursuant to Sections 501 and 701 of this Resolution; provided, however, the Acquisition Fund Depository shall at all times be a commercial bank.

“**Act**” means the City of Decatur Public Facilities Authority Act created by an Act of the General Assembly of the State of Georgia (SB 124, 154th Gen. Assemb., Reg. Sess. (Ga. 2017)).

“**Additional Bonds**” means any bonds of the Issuer ranking on a parity with the Series 2017 Bonds which are hereafter issued in accordance with the requirements of Section 607 hereof.

“**Agent Member**” means a member of, or participant in, the Securities Depository.

“**Assignment of Purchase Contract**” means the Assignment and Assumption of Commercial Purchase and Sale Agreement, dated on or before the date of issuance of the Series 2017 Bonds, by the City in favor of the Issuer with respect to the Purchase Agreement.

“**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 Acquisition Fund Depository, containing the specimen signature of such person and signed on behalf of the City by its Mayor or Mayor Pro Tempore.

“**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 Acquisition Fund Depository, containing the specimen signature of such person and signed on behalf of the Issuer by its Chairperson or Vice Chairperson. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

“**Authorized Denominations**” means (a) with respect to the Series 2017 Bonds, \$5,000 or any integral multiple thereof and (b) with respect to any Additional Bonds, the authorized denominations specified in the supplemental resolution authorizing such Additional Bonds.

“**Beneficial Owner**” means the owners of a beneficial interest in the Series 2017 Bonds registered in Book-Entry Form.

“**Bonds**” mean collectively the Series 2017 Bonds, any Additional Bonds and any bonds issued in substitution or exchange therefor.

“**Bond Registrar**” means the commercial bank appointed by the Issuer to maintain, in accordance with the provisions of this Resolution and any supplemental resolution, the registration books of the Issuer for the Series 2017 Bonds.

“**Book-Entry Form**” or “**Book-Entry System**” means, with respect to the Series 2017 Bonds and any Additional Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the Series 2017 Bonds and any Additional Bonds and bond service charges may be transferred only through book-entry and (b) physical Series 2017 Bonds and any Additional Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with physical Series 2017 Bonds and any Additional Bonds in the custody of a Securities Depository.

“**City**” means the City of Decatur, Georgia, a municipal corporation of the State of Georgia, and any successor thereto.

“**Code**” means the Internal Revenue Code of 1986, as amended and any applicable regulations thereunder.

“**Contract**” means the Intergovernmental Agreement, dated as of July 1, 2017 or the first day of the month in which the Series 2017 Bonds are issued and delivered, between the Issuer and the City with respect to the Series 2017 Bonds, as the same may be amended from time to time, a form of which is attached hereto as Exhibit B.

“**Event of Default**” means the occurrence of an event of default as described in Article IX.

“**Government Obligations**” means (a) obligations of the United States and of its agencies and instrumentalities, (b) obligations fully insured or guaranteed by the United States government or United States government agency, (c) obligations of any corporation of the United States government (including any obligations described in (a), (b) or (c) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or (d) tax-exempt municipal obligations that have been defeased with obligations described in (a), (b) or (c), which obligations, in any case, are rated in the highest rating category by Moody’s Investors Service, Inc. and S&P Global Ratings Inc.

“**Holders**” or “**Bondholders**” or “**owners**” mean the registered owners of the Series 2017 Bonds.

“**Interest Payment Date**” means (a) with respect to the Series 2017 Bonds, each February 1 and August 1, commencing February 1, 2018 and (b) with respect to any Additional Bonds, the interest payment date specified in the supplemental resolution authorizing such Additional Bonds.

“**Issuer**” means the City of Decatur Public Facilities Authority, a public corporation, created pursuant to the Act.

“**Outstanding Bonds**” mean all of the Bonds which have been issued pursuant to this Resolution, except:

- (a) Bonds canceled because of payment; and
- (b) Bonds for the payment of which funds shall have been theretofore deposited with the Paying Agent (whether upon or prior to the maturity of any such Bonds).



“**Paying Agent**” means the commercial bank appointed by the Issuer to serve, in accordance with the provisions of this Resolution and any supplemental resolution, as paying agent for the Series 2017 Bonds pursuant to Section 703 of this Resolution.

“**Permitted Investments**” means and includes any of the following securities if and to the extent the same are at the time legal for investment of Issuer funds:

(a) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated, as amended;

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

(c) bonds or other obligations of the United States or of subsidiary corporations of the United States government which are fully guaranteed by such government;

(d) obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank, Bank for Cooperatives and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(e) bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States government;

(f) certificates of deposit of national or state banks located within the State of Georgia 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 or savings and loan associations located within the State of Georgia which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit 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 of the proceeds of the Bonds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State of Georgia or other states or with a trust office located within the State of Georgia, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State of Georgia or other states or of any county or municipal corporation in the State of Georgia, obligations of the United States or subsidiary corporations referred to in paragraph (c) above, obligations of the agencies and instrumentalities of the United States government referred to in paragraph (d) above, or bonds, obligations, or

project notes of public housing agencies, urban renewal agencies, or municipalities referred to in paragraph (e) above;

(g) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(i) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referred to in paragraphs (c) and (d) above and repurchase agreements fully collateralized by any such obligations;

(ii) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(iii) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(iv) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State of Georgia; and

(h) interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys; and

(i) any other investments authorized by the laws of the State of Georgia from time to time.

“**Person**” means any natural person, firm, association, corporation, limited liability company, partnership, joint stock company, joint venture, trust, unincorporated organization or firm, or public body.

“**Pledged Revenues**” means all right, title and interest of the Issuer in, to and under the Contract (excluding the Unassigned Rights) and all payments to be received by the Issuer under the Contract and all amounts held in the Sinking Fund and the Acquisition Fund.

“**Prior Bonds**” means (i) the Urban Redevelopment Agency of the City of Decatur Revenue Bonds (City of Decatur, Georgia Projects), Series 2010A (Federally Taxable Recovery Zone Economic Development Bonds – Direct Payment), (ii) the Urban Redevelopment Agency of the City of Decatur Revenue Bond (City of Decatur, Georgia Project), Series 2010B (Taxable), (iii) the Urban Redevelopment Agency of the City of Decatur Revenue Bonds (City of Decatur, Georgia Projects), Series 2013A, (iv) the Urban Redevelopment Agency of the City of Decatur Revenue Bonds (City of Decatur,

Georgia Projects), Series 2013B, and (v) the Downtown Development Authority of the City of Decatur Taxable Revenue Bond (Scottish Rite Project), Series 2014.

**“Prior Contracts”** shall have the meaning set forth in the Contract.

**“Purchase Agreement”** means the Commercial Purchase and Sale Agreement, effective April 25, 2017, between the City and the Seller.

**“Project”** means the acquisition of all or a portion of approximately 77 acres of property and certain improvements thereon from the United Methodist Children’s Home of the North Georgia Conference, Inc. and constructing and installing certain improvements thereon for use by the City and its citizens in connection with the City’s lawful powers and purposes, including, but not limited to, the provision of greenspace and recreational, educational and administrative facilities for the citizens of the City.

**“Record Date”** means (a) with respect to the Series 2017 Bonds, the 15th day of the calendar month next preceding such Interest Payment Date and (b) with respect to any Additional Bonds, the record date specified in the supplemental resolution authorizing such Additional Bonds.

**“Resolution”** means this Bond Resolution, including any amendments or supplements hereto.

**“Securities Depository”** means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interest in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

**“Securities Depository Nominee”** means any nominee of a Securities Depository and shall initially mean Cede and Co., New York, New York, as nominee of The Depository Trust Company.

**“Seller”** means United Methodist Children’s Home of the North Georgia Conference, Inc.

**“Series 2017 Bonds”** means the Issuer’s Revenue Bonds (City of Decatur Project), Series 2017, in an aggregate principal amount not to exceed \$42,000,000, authorized to be issued pursuant to Article II of this Bond Resolution.

**“Sinking Fund”** means the City of Decatur Public Facilities Authority Sinking Fund 2017 created in Section 601 of this Resolution.

**“Sinking Fund Custodian”** means the financial institution at the time serving as sinking fund custodian pursuant to Sections 601 and 701 of this Resolution; provided that the Sinking Fund Custodian shall at all times be a commercial bank.

**“Sinking Fund Investments”** means (a) Government Obligations and forward purchase agreements and repurchase agreements with respect thereto, (b) demand deposits or certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State of Georgia or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured,

and (c) the local government investment pool established by Section 36-83-8 of the Official Code of Georgia Annotated.

“**Sinking Fund Year**” means the period commencing on February 2 of each year and extending through February 1 in the next year.

“**State**” means the State of Georgia.

“**Underwriter**,” with respect to the Series 2017 Bonds, means the winning bidder in the competitive sale of the Series 2017 Bonds to be identified in a supplemental resolution hereafter adopted by the Issuer..

“**Unassigned Rights**” means all of the rights of the Issuer to receive reimbursements and payments pursuant to Sections 5.03(b), 6.01, and 8.04 of the Contract, to give consents and approvals as provided under the Contract, and to be held harmless and indemnified pursuant to Section 6.01 of the Contract.

### **Section 102. Rules of Construction.**

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words “certificate,” “owner,” “holder,” and “person” shall include the plural, as well as the singular, number. The terms “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Resolution and not solely to the particular portion hereof in which any such term is used.

The titles preceding each Section hereof are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Resolution. Reference herein to an Article number or to a Section number should be construed to be in reference to the designated Article number or Section number hereof unless the context or use clearly indicates another or different meaning or intent.

### **Section 103. Findings.**

The financing of the Project by the issuance of the Series 2017 Bonds is hereby found and declared to be within the public purposes intended to be served by the Issuer and authorized under the Act. The Project is hereby found and declared to be a “project” within the meaning of the Act. The Project is “self-liquidating” within the meaning of the Act.

## **ARTICLE II**

### **AUTHORIZATION, FORM AND REGISTRATION OF BONDS**

#### **Section 201. Authorization and Terms of the Series 2017 Bonds.**

(a) Under the authority of the Act, there is authorized to be issued revenue bonds to be designated "City of Decatur Public Facilities Authority Revenue Bonds (City of Decatur Project), Series 2017," in an aggregate principal amount not to exceed \$42,000,000. The proceeds of the Series 2017 Bonds will be used for the purpose of (i) acquiring, constructing and installing the Project and (ii) paying the costs of issuing the Series 2017 Bonds.

(b) The Series 2017 Bonds shall be dated their date of original issue, shall be in the form of fully registered bonds without coupons numbered A-1 upward, shall be in Authorized Denominations, shall bear interest at the rates per annum to be specified in a supplemental resolution to be adopted by the Issuer (but which shall not in any event exceed a maximum rate per annum of 5.00%), payable initially on February 1, 2018, and semiannually thereafter on each February 1 and August 1, of each year and shall mature no later than February 1, 2048, in the years and amounts to be specified in a supplemental resolution to be adopted by the Issuer (provided the principal of and interest on the Series 2017 Bonds payable in any Sinking Fund Year shall not in any event exceed a maximum amount of \$2,500,000), unless earlier called for redemption.

(c) The Series 2017 Bonds shall bear interest (based on a 360-day year comprised of twelve 30-day months) from the Interest Payment Date next preceding their date of authentication to which interest has been paid (unless their date of authentication is an Interest Payment Date, in which case from such Interest Payment Date, unless their date of authentication is after a Record Date but before an Interest Payment Date, in which case from the next Interest Payment Date, or unless their date of authentication is before the first Interest Payment Date, in which case from their date of issue).

#### **Section 202. Payment of Principal and Interest; Execution of the Bonds.**

(a) Unless the Bonds are held in Book-Entry Form, the principal of the Bonds shall be payable by the Paying Agent upon presentation and surrender thereof at the designated corporate trust office of the Paying Agent. Unless the Bonds are held in Book-Entry Form, payments of interest on the Bonds shall be made by check or draft and mailed, by first class mail on the Interest Payment Date to the registered owner as shown on the bond registration book kept by the Bond Registrar at the close of business on the Record Date, notwithstanding any registration of transfer or exchange subsequent to such Record Date and prior to such Interest Payment Date. Notwithstanding the foregoing, interest on the Bonds shall be paid to any registered owner of more than \$1,000,000 in aggregate principal amount of a series of Bonds by wire transfer to such registered owner if written instructions are given to the Paying Agent prior to a Record Date, and interest shall continue to be so paid until such wire instructions are revoked in writing. While the Bonds are held in Book-Entry Form, principal and interest shall be payable as provided in Section 208 hereof. Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America.

(b) The Bonds shall not be valid unless a certificate of authentication printed on or attached to the Bonds shall have been executed by the manual signature of the Bond Registrar.

(c) The Bonds shall be signed by the manual or facsimile signature of the Chairperson or Vice Chairperson of the Issuer, and the corporate seal of the Issuer shall be affixed to or printed on the Bonds and attested by the manual or facsimile signature of the Secretary or Assistant

Secretary of the Issuer. All such facsimile signatures shall have the same force and effect as if such officers had manually signed each of the Bonds. In case any officer whose signature shall appear on any Bonds shall cease to be such officer after the execution but before delivery of such Bonds, such signatures shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(d) Only those Bonds which shall have endorsed thereon a certificate of authentication and registration substantially in the form contained in the form of the Bond attached as Exhibit A hereto, duly executed by the manual signature of an authorized officer of the Bond Registrar shall be entitled to any benefit or security under this Resolution and such certificate upon any of such Bonds when duly executed shall be conclusive evidence that such Bond has been duly authenticated, registered and delivered. It shall not be necessary that the same authorized signatory of the Bond Registrar sign the certificate of authentication and registration on all Bonds that may be issued hereunder at any one time. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and the payment of the principal amount, interest and premium, if any, shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including redemption premium, if any, and the interest thereon to the extent of the sums so paid.

### **Section 203. Registration; Transfer and Exchange.**

The Bond Registrar shall keep the bond registration book of the Issuer for the registration of the Bonds and for the registration of transfers of the Bonds as herein provided. Unless the Bonds are held in Book-Entry Form, the transfer of any Bond shall be registered upon the bond registration book upon the surrender and presentation of such Bond to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or attorney duly authorized in writing in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond or Bonds so surrendered, a new Bond or Bonds registered in the name of the transferee, in any Authorized Denomination, and in an aggregate principal amount equal to the aggregate principal amount of the Bond or Bonds so surrendered and of the same series, maturity and interest rate. Unless such Bonds are held in Book-Entry Form, any Bond, upon presentation and surrender thereof to the Bond Registrar, together with an assignment duly executed by the registered owner or duly authorized attorney, in such form as may be satisfactory to the Bond Registrar, may be exchanged, at the option of the registered owner, for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate of the Bond so surrendered and of any Authorized Denomination. The Bond Registrar may make a charge for every exchange or registration of transfer of the Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to the owner for the privilege of exchanging or registering the transfer of Bonds under this Resolution. While the Bonds are held in Book-Entry Form, exchanges and registrations of transfers shall be made in accordance with Section 209 hereof. The registered owner of the Bonds shall be treated as the owner of the Bonds for all purposes regardless of any actual knowledge to the contrary.

### **Section 204. Lost, Destroyed, Mutilated Bonds.**

If any of the Bonds shall become mutilated, the Bond Registrar in its discretion and at the expense of the owner of such Bond shall authenticate and deliver a new Bond of the same series and of like tenor registered in the name of the owner in exchange and substitution for such mutilated Bond. If any Bond shall become lost, destroyed or wrongfully taken, evidence of such loss, destruction or wrongful taking within a reasonable time thereafter may be submitted to the Issuer and if such evidence shall be satisfactory and indemnity of a character and in an amount satisfactory to the Issuer shall be

given, then the Issuer shall at the expense of the owner cause a new Bond of the same series and of like tenor registered in the name of the owner to be authenticated by the Bond Registrar and delivered to the registered owner.

**Section 205. Blank Bonds.**

The Issuer shall make all necessary and proper provisions for the transfer and exchange of the Bonds by the Bond Registrar and the Issuer shall deliver or cause to be delivered to the Bond Registrar a sufficient quantity of blank Bonds duly executed on behalf of the Issuer, as herein provided in order that the Bond Registrar shall at all times be able to register and authenticate the Bonds at the earliest practicable time in accordance with the provisions of this Resolution. All Bonds surrendered in any such exchange or registration of transfer shall be forthwith canceled by the Bond Registrar and a record thereof duly entered in the permanent records pertaining to such Bonds maintained by the Bond Registrar.

**Section 206. Limited Obligation.**

The principal of, premium (if any) and interest on the Bonds shall be paid from Pledged Revenues. The Bonds shall be special or limited and not general obligations of the Issuer giving rise to no pecuniary liability of the Issuer, shall be payable solely from the Pledged Revenues, and shall be a valid claim of the Bondholders only against the Pledged Revenues, which Pledged Revenues are specifically pledged and assigned for the payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Resolution and the Contract. The Bonds shall not constitute a general or moral obligation of the City nor a debt, indebtedness, or obligation of, or a pledge of the faith and credit or taxing power of, the City or the State or any political subdivision thereof, within the meaning of any constitutional or statutory provision whatsoever. No Bondholder shall ever have the right to compel the exercise of the taxing power of the State of Georgia, the City, or any other political subdivision of the State of Georgia, except to levy the ad valorem tax required by the Contract to pay the principal of the Bonds or the interest thereon, or to enforce payment of the Bonds against any property of the foregoing, other than the proceeds of the ad valorem tax required by the Contract, nor shall the Bonds constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the foregoing other than the Pledged Revenues. The Issuer has no taxing power. Neither the members of the Governing Body of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

**Section 207. Cancellation of Bonds.**

If a Bond is paid, purchased or redeemed in full, either at or before maturity, it shall be delivered to the Bond Registrar when such payment, purchase or redemption is made, and the Bond shall thereupon be cancelled and shall not be reissued. If a Bond is so cancelled, it shall be destroyed in accordance with the prevailing practice of the Bond Registrar and a permanent record of such destruction shall be kept by the Bond Registrar.

**Section 208. Form of the Series 2017 Bonds.**

The Series 2017 Bonds, the form of assignment, the form of authentication certificate and the certificate of validation shall be in substantially in the forms set forth in Exhibit A hereto, with such variations, omissions and insertions as are required or permitted by this Resolution.

**Section 209. Global Form; Securities Depository; Ownership of Series 2017**

**Bonds.**

(a) Upon the initial issuance, the ownership of each Series 2017 Bond shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Agent Members thereof. Initially, each maturity of the Series 2017 Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. The payment of principal of and interest on the Series 2017 Bonds, transfers of Series 2017 Bonds, the receipt of notices and all similar provisions will be governed by rules established by the Securities Depository from time to time. Beneficial Owners will not receive Series 2017 Bonds from the Paying Agent evidencing their ownership interests. Except as provided in subsection (c) of this Section 209, the Series 2017 Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the Issuer or to a nominee of such successor Securities Depository.

(b) With respect to Series 2017 Bonds registered in the name of the Securities Depository or the Securities Depository Nominee, the City, the Paying Agent and the Bond Registrar shall have no responsibility or obligation to any Agent Member or Beneficial Owner. Without limiting the foregoing, none of the Issuer, the City, the Paying Agent, the Bond Registrar nor their respective affiliates shall have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository, the Securities Depository Nominee or any Agent Member with respect to any beneficial ownership interest in the Series 2017 Bonds;

(ii) the delivery to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any notice with respect to the Series 2017 Bonds; or

(iii) the payment to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any amount with respect to the principal, premium, if any, or interest on the Series 2017 Bonds.

So long as any Series 2017 Bonds are registered in Book-Entry Form, the Issuer, the City and the Paying Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Series 2017 Bonds for all purposes whatsoever, including without limitation:

(i) the payment of principal of, premium, if any, and interest on such Series 2017 Bonds;

(ii) giving notices of redemption and other matters with respect to the Series 2017 Bonds;

(iii) registering transfers with respect to such Series 2017 Bonds;

(iv) the selection of Series 2017 Bonds for redemption; and

(v) voting and obtaining consents under this Resolution.



So long as any Series 2017 Bonds are registered in Book-Entry Form, the Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2017 Bonds only to the Securities Depository or the Securities Depository Nominee as shown in the bond register, and all such payments shall be valid and effective to fully discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2017 Bonds to the extent so paid.

(c) If at any time (i) the City determines that the Securities Depository is incapable of discharging its responsibilities described herein, (ii) if the Securities Depository notifies the Issuer and the City that it is unwilling or unable to continue as Securities Depository with respect to the Series 2017 Bonds, or (iii) if the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities Depository is not appointed by the City within 90 days after the City receives notice or becomes aware of such condition, as the case may be, then this Section 209 shall no longer be applicable and the Issuer shall execute and the Bond Registrar shall authenticate and deliver certificates representing the Series 2017 Bonds to the owners of the Series 2017 Bonds. Series 2017 Bonds issued pursuant to this subsection (c) shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Agent Member or otherwise, shall instruct the Bond Registrar. Upon exchange, the Bond Registrar shall deliver such certificates representing the Series 2017 Bonds to the persons in whose names such Series 2017 Bonds are so registered on the business day immediately preceding the date of such exchange.

## **ARTICLE III**

### **REDEMPTION OF THE SERIES 2017 BONDS**

#### **Section 301. Redemption of Series 2017 Bonds.**

The optional, mandatory and extraordinary redemption provisions relating to the Series 2017 Bonds shall be set forth in a supplemental resolution adopted by the Issuer prior to the issuance and delivery of the Series 2017 Bonds.

#### **Section 302. Reserved.**

#### **Section 303. Procedure and Notice of Redemption.**

Not more than 60 days and not less than 30 days before any date upon which any optional redemption is to be made a notice of redemption describing the conditions of the redemption call (if any) and designating the Bonds to be redeemed shall be mailed, postage prepaid, to all registered owners of the Bonds to be redeemed at addresses which appear upon the bond registration book as of the date of giving such notice. It is expressly provided, however, that the failure to receive any such notice or any defect therein shall not affect the validity of the proceedings for such redemption or cause the interest to continue to accrue on the principal amount of the Bonds so designated for redemption. Any notice of redemption may contain a statement that the redemption is conditional upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the registered owners of the Bonds called for redemption in the same manner as the original notice of redemption was given.

#### **Section 304. Selection of Bonds to be Redeemed.**

Bonds may be redeemed only in the principal amount of Authorized Denominations. No portion of a Bond may be redeemed that would result in a Bond which is smaller than the then permitted minimum Authorized Denomination. For this purpose, the Paying Agent shall consider each Bond in a denomination larger than the minimum Authorized Denomination permitted at the time to be separate Bonds each in the minimum Authorized Denomination. Provisions of this Resolution that apply to Bonds called for redemption also apply to portions of Bonds called for redemption.

Any Bond which is to be redeemed only in part shall be surrendered at the place of payment therefor (with, if the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Paying Agent duly executed by, the owner thereof or his attorney or legal representative duly authorized in writing) and the Paying Agent shall authenticate and deliver to the owner of such Bond, without service charge, a new Bond or Bonds of any Authorized Denomination or Denominations as requested by such owner of the same series and in the aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. If the owner of any such Bond shall fail to present such Bond to the Paying Agent for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the unit or units of principal amount in minimum Authorized Denominations called for redemption (and to that extent only).

The Paying Agent shall promptly notify the Issuer in writing of the Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

If less than all Bonds of a particular maturity are to be redeemed, the Bonds to be redeemed shall be selected by the Paying Agent by lot. Notwithstanding the foregoing, so long as the Bonds are held in Book-Entry Form, if less than all of the Bonds of a particular maturity are to be redeemed, the selection of Bonds to be redeemed shall be made in accordance with the Book-Entry System.

**Section 305. Purchase in Open Market.**

Nothing herein contained shall be construed to limit the right of the Issuer to purchase with any excess moneys Bonds in the open market at a price not exceeding the callable price. Any such Bonds so purchased cannot be reissued and shall be canceled.

**Section 306. Effect of Call for Redemption.**

Notice having been given in the manner and under the conditions hereinabove provided, the Bonds so designated for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price specified by the Issuer in a supplemental resolution adopted prior to the delivery of the Bonds, and from and after the date of redemption so designated, unless default shall be made in the payment of the Bonds so designated for redemption, interest on the Bonds so designated for redemption shall cease to accrue.

**Section 307. Effect of Additional Bonds.**

In the event Additional Bonds are hereafter issued by the Issuer, the Issuer covenants and agrees that it will not optionally redeem the Series 2017 Bonds, or any such Additional Bonds, from moneys in the Sinking Fund unless and until the Sinking Fund is at its proper balance. It is expressly understood and agreed that should the Issuer hereafter elect to issue any Additional Bonds, as herein authorized, it shall have the right to redeem the Bonds of any such future issue or issues before it redeems the Series 2017 Bonds, or it may redeem the Series 2017 Bonds before it redeems the Bonds of any such future issue or issues, or it may redeem some of the Series 2017 Bonds and some of the Bonds of any such future issue or issues at the same time.

## **ARTICLE IV**

### **ADVANCES AND APPLICATION OF BOND PROCEEDS**

#### **Section 401. Application of Bond Proceeds.**

The Underwriter shall retain its underwriting discount on the Series 2017 Bonds.

The remaining proceeds of the Series 2017 Bonds shall be deposited into the Series 2017 Capital Improvement Account of the Acquisition Fund to pay the costs of acquiring, constructing and installing the Project and the remaining costs of issuing the Series 2017 Bonds.

Notwithstanding the foregoing, if the Chairperson or Vice Chairperson of the Issuer shall determine that a different application of funds is required to carry out the intent of this Resolution, the different application of funds may be provided for in a supplemental resolution or the Chairperson may provide for such different application of funds in the authentication order to be delivered at the time of issuance of the Series 2017 Bonds.

## **ARTICLE V**

### **ACQUISITION FUND; ACQUISITION AND CONSTRUCTION OF PROJECT**

#### **Section 501. Creation of Acquisition Fund.**

There is hereby created a special trust fund to be designated the “City of Decatur Public Facilities Authority Acquisition Fund 2017” to be maintained by the Acquisition Fund Depository. Within the Acquisition Fund there shall be held the “Series 2017 Capital Improvement Account.” Upon the issuance of the Series 2017 Bonds, there shall be deposited into the 2017 Capital Improvement Account the moneys specified in Section 401. As to any issue of Additional Bonds providing moneys to fund the Project, the Acquisition Fund Custodian shall establish a separate account for the Acquisition Fund, each of which shall be designated as “Series \_\_\_\_ Capital Improvement Account” (a “Capital Improvement Account”).

All moneys deposited into the Acquisition Fund shall be held in trust by the Acquisition Fund Depository separate and apart from all other funds of the Issuer and withdrawn only in accordance with the provisions and restrictions set forth in this Article. The Issuer and the Acquisition Fund Depository will not cause or permit to be paid from the Acquisition Fund any sums except in accordance herewith; provided, however, that any moneys in the Acquisition Fund not needed at the time for the payment of current obligations during the course of the acquisition, construction and installation of the Project with respect to which such moneys were deposited, may, upon direction of the City in writing or by telephone and confirmed in writing, and subject to Section 803 hereof, be invested and reinvested by the Acquisition Fund Depository in Permitted Investments and shall be held by the Acquisition Fund Depository for the account of the Acquisition Fund until maturity or until sold, provided that no such investment shall be made unless the same shall mature or be subject to redemption at the Acquisition Fund Depository’s option on or before the date or dates on which the moneys so invested will be required to be used for construction purposes. At maturity or upon such sale, the proceeds received therefrom, including accrued interest and premium (if any) shall be immediately deposited by the Acquisition Fund Depository in the Acquisition Fund and shall be disposed of in the manner and for the purposes hereinafter provided or permitted.

#### **Section 502. Authorized Acquisition Fund Disbursements.**

Withdrawals from the Acquisition Fund (and any Capital Improvement Account therein) may be made for the purpose of paying (including the reimbursing of the Issuer or the City for advances from their other funds to accomplish the purposes hereinafter described) the cost of the Project, including the purchase of such property and equipment as may be useful in connection therewith, provided that such withdrawal will not violate the Act. Without intending thereby to limit or to restrict or to extend any proper definition of such cost contained in the Act, as it has been amended and as it may hereafter be amended, the cost of the Project shall include:

- (a) payment of (i) the cost of the preparation of plans and specifications (including any preliminary study or planning of the Project or any aspect thereof), (ii) the cost of acquisition, construction, equipping and installation of the Project and all construction, acquisition, equipping and installation expenses required to provide utility services or other facilities and all real or personal properties deemed necessary in connection with the Project (including development, architectural, engineering, and supervisory services with respect to any of the foregoing) and (iii) any other costs and expenses relating to the Project;

(b) payment of the purchase price of any component of the Project, including all costs incident thereto, payment for labor, services, materials, and supplies used or furnished in site improvement and in the construction of the Project, including all costs incident thereto, payment for the cost of the construction, acquisition, installation, equipping of utility services or other facilities, payment for all real and personal property deemed necessary in connection with the Project, payment of consulting and development fees, and payment for the miscellaneous expenses incidental to any of the foregoing items including the premium on any surety bond;

(c) payment of the costs of issuing the Series 2017 Bonds or any Additional Bonds;

(d) payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor or their surety in respect of any default under a contract relating to the Project;

(e) payment of the fees or out-of-pocket expenses of the City or the Issuer, if any, relating to the Project, including, but not limited to, architectural, engineering, and supervisory services with respect to the Project;

(f) payment of the fees, or out-of-pocket expenses, if any, of those providing services with respect to the Project, including, but not limited to, architectural, engineering, legal, accounting, and supervisory services;

(g) payment to the City or the Issuer of such amounts, if any, as shall be necessary to reimburse the City or the Issuer in full for all advances and payments made by either of them for any of the items set forth in clauses (a) through (e) above; and

(h) payment of any other costs and expenses (including administrative fees and expenses of the Issuer) relating to the Project permitted to be paid by the Issuer under the Act.

Upon completion of the Project and after payment of all expenses with respect thereto, all moneys credited to a Capital Improvement Account of the Acquisition Fund shall be credited to the Sinking Fund and used to pay principal on the Bonds. Prior to such application, the Issuer shall receive an opinion of counsel of recognized expertise in matters pertaining to municipal bonds to the effect that such application will not violate the Act.

### **Section 503. Requisition Procedure.**

(a) Except as specifically provided herein, all payments from the Acquisition Fund shall be made by wire transfer or checks signed by the Acquisition Fund Depository or an Authorized City Representative upon receipt by the Acquisition Fund Depository of a requisition and certification in substantially the form of Exhibit C attached hereto for such payment signed by an Authorized City Representative and an Authorized Issuer Representative. The Acquisition Fund Depository shall retain a record of all such requisitions.

(b) In the event the Acquisition Fund Depository shall receive a written direction from the City to transfer moneys in the Acquisition Fund to the Sinking Fund, the Acquisition Fund Depository is authorized to make such transfer without the necessity of receiving any other requisition or certificate hereunder.

**Section 504. Completion of the Project.**

When the acquisition, construction and installation of the Project has been completed, said fact shall be evidenced by a certificate signed by an Authorized City Representative and Authorized Issuer Representative as provided in Section 4.06 of the Contract. Should there be any balance in the Acquisition Fund, such balance shall be applied as provided in Section 502.

**Section 505. Transfer Upon Event of Default.**

Upon the occurrence of an Event of Default, no further moneys shall be disbursed from the Acquisition Fund, except that all moneys in the Acquisition Fund shall be transferred, as soon as practicable, to the Sinking Fund and used to pay principal of the Bonds.

## ARTICLE VI

### SINKING FUND AND ADDITIONAL BONDS

#### **Section 601. Source of Payment of Bonds; Pledge of Revenues.**

The Bonds, together with the interest thereon, and all payments required of the Issuer hereunder are not and shall never become general or moral obligations of the Issuer but are special, limited obligations payable solely and only from the Pledged Revenues. Payments under the Contract are required to be sufficient in amount to pay the principal of, premium, if any, and interest on, the Bonds.

All Pledged Revenues shall be and are hereby pledged by the Issuer to the prompt payment of the principal of, premium, if any, and interest on the Bonds. Such moneys shall immediately be subject to the lien of this pledge for the benefit of the Bondholders without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against the Issuer and against all other persons having claims against the Issuer, whether such claims shall have arisen in tort, contract, or otherwise and irrespective of whether such parties have notice thereof. This pledge shall rank superior to all other pledges that may hereafter be made of any of the funds and accounts pledged in this Resolution. The Issuer hereby covenants and agrees that it will not create any lien or security interest upon said revenues, except the lien created herein.

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

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

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



**Section 602. Sinking Fund.**

(a) There is hereby created a special trust fund to be designated as the “City of Decatur Public Facilities Authority Sinking Fund 2017” to be maintained by the Sinking Fund Custodian. The Issuer shall continue to maintain or cause to be maintained the Sinking Fund separate and apart from its other funds so long as the Bonds remain outstanding under this Resolution.

(b) There shall be deposited into the Sinking Fund, as and when received, the payments specified in Section 5.03(a) of the Contract, and all other moneys received by the Sinking Fund Custodian under and pursuant to any of the provisions of the Contract, if any, when accompanied by written directions from the Issuer or the City that such moneys are to be paid into the Sinking Fund.

The Issuer hereby covenants and agrees that, so long as any of the Bonds are Outstanding, it will deposit, or cause to be deposited, promptly into the Sinking Fund sufficient sums from payments received pursuant to the Contract, if any, to pay the principal of, premium, if any, or interest on, the Bonds as and when the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use or to provide any funds or revenues from any source other than the sources herein provided.

(c) Moneys in the Sinking Fund shall be used solely as a fund for the payment of the principal of, premium, if any, and interest, on the Bonds, for the redemption of the Bonds at or prior to maturity, and to purchase Bonds in the open market pursuant to Section 305 of this Resolution. Except as provided in Article III hereof or any corresponding article in a resolution supplemental hereto, no part of payments in the Sinking Fund shall be used to redeem, prior to maturity, a part of the Bonds Outstanding; provided, that whenever the amount in the Sinking Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding hereunder, to pay interest to accrue thereon to such redemption date, and to pay all costs and expenses accrued and to accrue to such redemption date, the Issuer, at the direction of the City, covenants and agrees to take, and cause to be taken, the necessary steps to redeem all of said Bonds on the next succeeding redemption date for which the required redemption notice may be given; and, provided further that any moneys in the Sinking Fund, other than payments received pursuant to the Contract, may be used to redeem a part of the Bonds Outstanding on the next succeeding redemption date for which the required notice of redemption may be given or to purchase the Bonds pursuant to Section 305 of this Resolution to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases where such Bonds have not been presented for payment.

**Section 603. Repayment to the City from the Sinking Fund.**

Any amounts remaining in the Sinking Fund after payment in full of all Bonds (taking into consideration that sufficient monies or obligations such as are described in Section 1001 hereof must be retained in the Sinking 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 Resolution has been defeased upon compliance with Article X hereof), and after payment of all of the fees, charges, and expenses of the Paying Agent, Bond Registrar, the Sinking Fund Custodian and the Acquisition Fund Depository which have accrued and which will accrue and all other items required to be paid hereunder, if any, shall be paid to the City upon the expiration or sooner termination of the term of the Contract as provided in the Contract.

**Section 604. Transfers from the Sinking Fund.**

The Issuer covenants and agrees that all transfers from the Sinking Fund, and all payments from said fund into another fund, or to other sources shall be made by checks signed by the Sinking Fund Custodian or by bank wire, as directed by the Issuer or by the City, as appropriate.

**Section 605. Investments of Sinking Fund Moneys.**

Moneys on deposit in the Sinking Fund shall be invested in Sinking Fund Investments as directed by the City in writing or by telephone confirmed in writing. Any such securities so purchased shall be held by the Sinking Fund Custodian in trust until paid at maturity or sold, and all income therefrom shall be immediately deposited to the credit of the fund from which the moneys to make such investment were derived. All investments in the Sinking Fund shall mature not later than the date on which such moneys will be needed to pay the principal of and interest on the Bonds.

**Section 606. Lien on Funds.**

Pursuant to Section 601 hereof, the Issuer hereby pledges to owners of the Bonds all the moneys and securities held in the Sinking Fund and the Acquisition Fund. Said moneys and securities shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against the Issuer, and against all parties having claims of any kind against the Issuer, whether such claims shall have arisen in contract, tort or otherwise and irrespective of whether or not such parties have notice thereof.

**Section 607. Additional Bonds.**

(a) By a resolution or resolutions supplemental to this Resolution and in accordance with the provisions of this Resolution, the Issuer may from time to time provide for the issuance of Additional Bonds for the purpose of refunding any Bonds and financing the cost of completing the acquisition, construction, installation and equipping of the Project.

(b) Such Additional Bonds shall be in fully registered form and have such identifying designation, shall be dated such date, shall mature at such time or times, shall bear interest at such rate or rates, shall be subject to redemption prior to maturity at such times and prices and shall contain such other provisions not inconsistent with this Resolution as the resolution of the Issuer providing for the issuance thereof shall fix and determine.

(c) The Issuer may issue Additional Bonds for the purposes specified above provided that all of the following conditions are met:

(1) A certificate executed by an Authorized City Representative (i) approving the terms, conditions, manner of issuance, purchase price, delivery and contemplated disposition of the proceeds of the sale of such Additional Bonds, and (ii) certifying that no Event of Default has occurred and is continuing under the Contract or, to the best of such person's knowledge, this Resolution;

(2) A copy, duly certified by the Secretary of the Issuer, of the resolution adopted by the Issuer authorizing the issuance of such Additional Bonds and the execution and delivery of the supplemental resolution providing for the terms and conditions under which such Additional Bonds shall be issued, together with an executed counterpart of such supplemental resolution;

(3) An executed counterpart of an amendment of the Contract providing for an adjustment in the payments of the City to provide payments sufficient to pay the principal of and interest on such Additional Bonds and providing for the use of the proceeds of the sale of such Additional Bonds;

(4) A certificate of the City to the effect that the amount then capable of being produced by the levy of an ad valorem tax within the maximum millage then prescribed by the City's charter on all taxable property within the territorial limits of the City, as shown by the latest tax digest available immediately preceding the issuance of such Additional Bonds, is at least equal to the maximum combined amount payable in any future Fiscal Year with respect to debt service on the outstanding Prior Bonds, the Series 2017 Bonds and any such Additional Bonds;

(5) An opinion of a firm of nationally recognized bond attorneys to the effect that (i) the issuance of such Additional Bonds has been duly authorized and the terms thereof comply with the requirements of this Resolution and the Act; and (ii) such Additional Bonds are valid and binding obligations of the Issuer entitled to the benefits of and secured by this Resolution; and

(6) A written request, order and authorization to the Bond Registrar on behalf of the Issuer and signed by the Chairperson or Vice Chairperson and Secretary of the Issuer to authenticate and deliver such Additional Bonds to the purchaser or purchasers therein identified upon payment for the account of the Issuer, of the sum specified in such request and authorization plus accrued interest (if any) on such Additional Bonds to the date of delivery thereof.

(d) If the proceeds of Additional Bonds are to be used to finance expenditures relating to the Project, the proceeds of such Additional Bonds shall be deposited with the Acquisition Fund Depository into a Capital Improvement Account and held and disbursed by the Acquisition Fund Depository as provided in the supplemental resolution providing for the issuance of such Additional Bonds.

(e) Each of such Additional Bonds of whatever series shall rank equally and on a parity with the Series 2017 Bonds and shall be equally and ratably secured under this Resolution with the Series 2017 Bonds and all other series of Additional Bonds, if any, without preference, priority or distinction of any of the aforesaid Bonds, or any coupons appertaining thereto, over any other thereof. The Issuer shall not incur any indebtedness or issue any bonds or other obligations of any kind (other than the Series 2017 Bonds and any Additional Bonds) secured by a pledge of the Pledged Revenues.

## ARTICLE VII

### DEPOSITORIES OF MONEYS AND SECURITIES FOR DEPOSIT; DESIGNATION OF AUTHENTICATING AGENT; PAYING AGENT AND BOND REGISTRAR

#### Section 701. Depositories.

(a) All moneys received by the Issuer under the terms hereof shall, subject to the giving of security as hereinafter provided, be deposited with the proper depository or with the Sinking Fund Custodian in the name of the Issuer and shall be deposited in banks insured by the Federal Deposit Insurance Corporation, or any successor thereto. All moneys on deposit in the funds created herein shall constitute trust funds to be applied in accordance with the terms and for the purposes as set forth in this Resolution and shall not be subject to lien or attachment by any creditor of the Issuer or the City.

(b) No moneys belonging to any of the funds created hereunder shall be deposited or remain on deposit with any depository or custodian in an amount in excess of the amount guaranteed or insured by the Federal Deposit Insurance Corporation or other federal agency, unless such institution shall have pledged for the benefit of the Issuer and the Bondholders as collateral security for the moneys deposited, direct obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America, or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits.

(c) Regions Bank, Atlanta, Georgia is hereby designated as Sinking Fund Custodian and Regions Bank, Atlanta, Georgia is hereby designated as the Acquisition Fund Depository. The Issuer may, from time to time, designate a successor custodian or depository of any of the funds created hereunder; provided such custodian or depository complies with all of the provisions of this Article. In the event any custodian or depository shall resign or fail to perform its duties hereunder, the Issuer shall appoint a new custodian or depository for such fund.

(d) In the event the Sinking Fund Custodian and the Paying Agent are the same bank acting in both capacities, then the Sinking Fund Custodian shall, without any further direction on the part of or any further authorization from the Issuer, use, invest and disburse the moneys in the Sinking Fund as required by this Resolution; except that, if, as provided under Article III of this Resolution, it redeems or buys any Bonds with moneys in the Sinking Fund, then proper authorization from the Issuer and the City shall be furnished for such use and disbursement. If the Sinking Fund Custodian and the Paying Agent are not the same bank, the Sinking Fund Custodian shall transfer to the Paying Agent from moneys held in the Sinking Fund, in immediately available funds, moneys in amounts and at or before such times as shall be required to pay the principal of and interest on the Bonds as and when the same are payable.

#### Section 702. Administrative Fees and Expenses.

The Issuer shall pay, or cause the City to pay, to the custodians and depositories appointed in accordance with Section 701 of this Resolution, and to their successors and assigns, and to the Paying Agent and Bond Registrar and to their respective successors and assigns from time to time, as the same are due and payable their reasonable fees and reasonable expenses for serving under this Resolution. The Issuer's obligation to pay such fees and expenses shall be limited to the moneys it receives pursuant to the Contract.

**Section 703. Appointment of Paying Agent and Bond Registrar.**

(a) Regions Bank, Atlanta, Georgia is hereby designated as the Paying Agent and Bond Registrar. The Issuer may, from time to time, designate a successor Paying Agent or Bond Registrar. In the event the Paying Agent or the Bond Registrar shall resign or fail to perform its duties hereunder, the Issuer shall appoint a new Paying Agent or Bond Registrar, as appropriate.

(b) Not less than two business days prior to any Interest Payment Date, the Paying Agent shall ascertain whether amounts sufficient to make the payment due on such Interest Payment Date are on deposit in the Sinking Fund and, if so, shall make appropriate arrangements with the Sinking Fund Custodian and the City for the transfer of such sufficient amount to the Paying Agent in order to effect timely payment of the Bonds on such Interest Payment Date in accordance with the terms hereof.

**Section 704. Employment of Attorneys, Agents, Etc.**

The Acquisition Fund Depository, Sinking Fund Custodian and Paying Agent and Bond Registrar may execute any of the powers hereof and perform any of their duties by or through attorneys, agents, receivers or employees, but shall not be answerable for the conduct of the same if appointed with due care, and shall be entitled to advice of counsel concerning their 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 the exercise of powers hereunder. The Acquisition Fund Depository, Sinking Fund Custodian, Paying Agent and Bond Registrar may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer) selected by the Acquisition Fund Depository, Sinking Fund Custodian, Paying Agent, and Bond Registrar in the exercise of reasonable care. The Acquisition Fund Depository, Sinking Fund Custodian, Paying Agent, and Bond Registrar shall not be responsible for any loss or damage resulting from any action or inaction taken or not taken, as the case may be, in good faith in reliance upon such opinion or advice.

**Section 705. Reliance on Documents.**

The Acquisition Fund Depository, Sinking Fund Custodian, Paying Agent, and Bond Registrar 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.

**Section 706. Evidence of Facts.**

As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Acquisition Fund Depository, Sinking Fund Custodian, Paying Agent, and Bond Registrar shall be entitled to rely upon a certificate signed by an Authorized Issuer Representative or an Authorized City Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an event of default, 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.

**Section 707. Release of Liability.**

The Issuer hereby releases the Acquisition Fund Depository, Sinking Fund Custodian, Paying Agent and Bond Registrar and covenants not to sue any of them for any loss or damage suffered or caused directly or indirectly by the Acquisition Fund Depository, Sinking Fund Custodian, Paying

Agent and Bond Registrar or their agents or employees and arising out of or related to the performance of the duties of the Acquisition Fund Depository, Sinking Fund Custodian, Paying Agent and Bond Registrar under this Resolution or the Contract; provided, however, that this release and covenant not to sue shall not cover acts of gross negligence or willful misconduct.

## ARTICLE VIII

### PARTICULAR COVENANTS AND FINDINGS

#### **Section 801. Payment of Bonds.**

The Issuer covenants that it will promptly pay the principal of and interest on each and every Bond at the place, on the dates and in the manner herein, and in the Bonds specified, and any premium required for the redemption of the Bonds, according to the true intent and meaning thereof. The principal of, interest on, redemption premium (if any) are payable solely out of moneys in the Sinking Fund, which shall be sufficient to make all payments required to be made.

#### **Section 802. Books and Records.**

The Issuer covenants that it will keep the funds and accounts created hereunder separate from all other funds and accounts of the Issuer, or any of its departments, and of the revenues collected from the Contract and the application thereof. Such records and accounts shall be open to the inspection of all interested persons at reasonable times and upon reasonable request.

#### **Section 803. Tax Covenants.**

(a) The Issuer shall not use or knowingly permit the use of any proceeds of the Series 2017 Bonds, any Additional Bonds or any other funds of the Issuer, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the Issuer in any manner, and shall not take or permit to be taken any other action or actions, that would cause any Series 2017 Bond or any Additional Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code. If at any time the Issuer is of the opinion that for purposes of this subsection (a) it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Acquisition Fund Depository or other custodian of funds under this Resolution, the Issuer shall so instruct such custodian in writing, and the custodian shall take such action as may be necessary in accordance with such instructions.

(b) The Issuer shall not use or permit the use of any proceeds of Series 2017 Bonds, any Additional Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Series 2017 Bonds or Additional Bonds being treated as a “private activity bond,” as defined in Section 141 of the Code.

(c) Reference is made to the tax compliance and non-arbitrage certificate by the Issuer delivered concurrently with the issuance of the Series 2017 Bonds; the representations and covenants made therein are hereby incorporated by reference as if contained herein and shall constitute part of this Resolution.

#### **Section 804. No Diminishment of Lien Granted.**

So long as any of the Bonds shall be outstanding, the Issuer shall not hereafter create, or cause to be created, any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien hereof and of the Bonds upon the Pledged Revenues.

**Section 805. Maintenance of Existence.**

The Issuer will undertake reasonable efforts to maintain its existence or assure the assumption of its obligations hereunder and under the Contract by any corporation or political subdivision succeeding to its powers under the Act.

**Section 806. Issuer will not Cancel Contract.**

The Issuer agrees that so long as any of the Bonds shall be Outstanding, it will not consent or agree to any change, amendment, modification or termination of the Contract except as provided in Sections 1103 and 1104 hereof; that it will promptly, faithfully and satisfactorily perform all of the agreements and obligations made and undertaken by it pursuant to the Contract and that it will enforce Section 5.03 of the Contract in accordance with its terms.



## ARTICLE IX

### EVENTS OF DEFAULTS; REMEDIES

#### Section 901. Events of Default.

An "Event of Default" shall mean the occurrence of any one or more of the following events:

(a) payment of any installment of principal on the Bonds, either at maturity or by proceedings for redemption or otherwise, shall not be made when the same shall become due and payable;

(b) payment of any installment of interest on the Bonds shall not be made when the same become due and payable;

(c) an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver, or receivers, of the Issuer, or any proceedings shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors, pursuant to any federal or state statute now or hereafter enacted, or if such order or decree, having been entered without the consent and acquiescence of the Issuer, shall not be vacated or discharged or stayed on appeal within 60 days after entry thereof, or if such proceeding, having been instituted without the consent or acquiescence of the Issuer, shall not be withdrawn, or any orders entered shall not be vacated, discharged or stayed on appeal within 60 days after the institution of such proceedings, or the entry of such orders;

(d) the Issuer shall fail to duly and punctually perform any other of the covenants, conditions, agreements or provisions contained in the Bonds or in this Resolution, on the part of the Issuer to be performed, and such failure shall continue for a period of 30 days after written notice, specifying such failure and requiring same to be remedied, shall have been given to the Issuer by any Bondholder; or

(e) the Issuer shall, for any reason, be rendered incapable of fulfilling its obligations hereunder; or

(f) an Event of Default shall occur under the Contract.

#### Section 902. Reserved.

#### Section 903. Remedies.

Upon the happening and continuance of any Event of Default, then and in every such case any Bondholder may proceed, subject to the provisions of Section 905, to protect and enforce the rights of the Bondholders hereunder by a suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or in the Contract or in aid or execution of any power herein granted, or for the enforcement of any proper legal or equitable remedy as the Bondholders shall deem most effectual to protect and enforce the rights aforesaid, insofar as such may be authorized by law.

**Section 904. Abandonment of Proceedings.**

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

**Section 905. Limitation of Actions by Bondholders; Equal Benefit.**

No one or more owners of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided. All proceedings at law or in equity shall be instituted for the equal benefit of all owners of outstanding Bonds.

**Section 906. Non-Exclusivity of Remedies.**

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

**Section 907. Delays.**

No delay or omission of any Bondholder to exercise any right or power accruing upon any Event of Default occurring and continuing, as aforesaid, shall impair any Event of Default or be construed as an acquiescence therein and every power and remedy given by this Article to the Bondholders may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE X**

### **DEFEASANCE**

#### **Section 1001. Payment and Defeasance.**

If (a) the Issuer shall pay or cause to be paid to the Bondholders the principal of and the interest to become due on the Bonds at the times and in the manner stipulated therein and herein, (b) all fees, charges and expenses of the Paying Agent, Bond Registrar, depositories and custodians shall have been paid or provision for such payment has been made, and (c) the Issuer shall keep, perform and observe all of its agreements in the Bonds and herein expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be discharged; provided, however, that no such discharge shall affect the Issuer's obligations under Section 803 hereof.

The Bonds shall be deemed to be paid within the meaning of this Resolution if (a) either (i) sufficient moneys shall have been irrevocably deposited with the Paying Agent to pay the same when they become due or (ii) there shall have been irrevocably deposited with the Paying Agent moneys or Government Obligations, which, without any reinvestment thereof or of the interest thereon, will produce moneys sufficient to pay the same when they become due (whether upon or prior to the stated maturity of the Bonds), (b) a report of an independent firm of nationally recognized certified public accountants or such other accountant verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or redemption date ("Verification") shall be delivered to the Issuer, (c) the Issuer shall execute an escrow deposit agreement if the escrow period exceeds 90 days, and (d) an opinion of nationally recognized bond counsel shall be delivered to the Issuer and the City to the effect that the Bonds are no longer Outstanding under this Resolution. Each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Issuer and the City. Any such deposit is subject to Section 803 hereof. In the event the Issuer shall have made a deposit of moneys or Government Obligations, the Issuer shall retain the right to substitute Government Obligations for those previously pledged provided that such Government Obligations will provide sufficient moneys in a timely fashion (without any reinvestment as described above) to make the required payments of principal and interest on the Bonds. The Issuer, at the direction of the City, may defease all of the Bonds or any portion of the Bonds as it may elect.

#### **Section 1002. Termination of Liability.**

If the Issuer shall determine that it is desirable to terminate the rights and liens hereunder of the Bondholders (pursuant to a refunding or otherwise) and shall cause the Bonds to be deemed to be paid within the meaning of Section 1001 hereof, then the Bonds shall thereafter have no right or lien under this Resolution other than the right to receive payment from said special fund and the same shall not be considered to be Outstanding hereunder for any purpose.

## ARTICLE XI

### SUPPLEMENTAL RESOLUTIONS AND AMENDMENT OF CONTRACT

#### **Section 1101. Supplemental Resolutions Not Requiring Consent of Bondholders.**

The Issuer may, without the consent of, or notice to, any of the Bondholders, adopt a resolution or resolutions supplemental to this Resolution for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Resolution;
- (b) to grant to or confer for the benefit of the Bondholders any additional rights, remedies, powers, or authorities that may lawfully be granted to or conferred upon the Bondholders;
- (c) to subject to the lien and pledge of this Resolution additional rents, revenues, receipts, properties, or collateral;
- (d) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended, or any similar federal statute hereafter in effect, in either case lawfully made applicable to this Resolution;
- (e) to add, delete or revise provisions required in connection with the issuance of bond insurance or any other credit facility with respect to the Bonds;
- (f) to make the Bonds eligible for acceptance by The Depository Trust Company or any similar holding institution or to permit issuance of the Bonds or interests therein in book-entry form;
- (g) to obtain, maintain or upgrade a rating on the Bonds;
- (h) to provide for the issuance of Additional Bonds; or
- (i) in connection with any other changes hereto that in the opinion of counsel are not materially adverse to the interests of the Bondholders.

#### **Section 1102. Supplemental Resolutions Requiring Consent of Bondholders.**

Exclusive of supplemental resolutions covered by Section 1101 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than a majority in principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption by the Issuer of such other resolution or resolutions supplemental hereto as shall be deemed necessary or 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 Resolution or in any supplemental resolution; provided, however, that nothing in this Section shall permit, or be construed as permitting:

- (i) an extension of the maturity date or due date of any mandatory sinking fund redemption on which the principal of or the interest on any Bond is, or is to become, due and payable,

- (ii) a reduction in the principal amount of any Bond or Bonds or the rate of interest thereon,
- (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds,
- (iv) a reduction in the principal amount of the Bonds required for consent to any supplemental resolution,
- (v) an alteration of the date fixed in any of the Bonds for the payment of the principal of or interest on any Bond or other modification of the terms of payment of the principal at maturity of or interest on any Bond or imposition of any conditions with respect to such payment or adversely affecting the right of the owner of any Bond, which is absolute and unconditional, to institute suit for the enforcement of any such payment as provided herein,
- (vi) any action affecting the rights of the owners of less than all of the Bonds then outstanding, or
- (vii) the creation of any lien or charge on any of the Pledged Revenues prior to or superior to the lien or charge created on the Pledged Revenues as security for the payment of the Bonds.

If the Issuer shall desire to adopt any such supplemental resolution for any of the purposes of this Section, it shall cause notice of the proposed adoption of such supplemental resolution to be given in writing by registered or certified mail postage prepaid to the registered owners of all Outstanding Bonds. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies thereof are on file at the principal office of the Issuer 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 principal amount of the Bonds shall have consented to and approved the adoption of such supplemental resolution as herein provided, no holder of any Bond shall have the 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 Issuer from adopting the same or from taking any action pursuant to the provisions thereof. Upon the adoption of any such supplemental resolution as in this Section permitted and provided, this Resolution shall be modified and amended in accordance therewith.

Anything herein to the contrary notwithstanding, a supplemental resolution under this Article XI which affects any right of the City under the Contract shall not become effective unless and until the City shall have consented to the execution and delivery of such supplemental resolution. In this regard, the Issuer shall cause notice of the proposed execution and delivery of any such supplemental resolution together with a copy of the proposed supplemental resolution to be delivered to the City at least fifteen (15) days prior to the proposed date of adoption of any such supplemental resolution.

**Section 1103. Amendments, etc., to Contract Not Requiring Consent of Bondholders.**

The Issuer and the City shall without the consent of, or notice to, the Bondholders consent to any amendment, change or modification of the Contract (a "Contract amendment") as may be required (i) by the provisions of the Contract or this Resolution (including as may be required in connection with the issuance of Additional Bonds), (ii) for the purpose of curing any ambiguity or formal defect or omission in the Contract or (iii) in connection with any other change therein which, in the

judgment of the City, is not contrary to or inconsistent with the Contract and is not to the prejudice of the bondholders.

**Section 1104. Amendments, etc., to Contract Requiring Consent of Bondholders.**

Except for the amendments, changes or modifications as provided in Section 1103 hereof, neither the Issuer nor the City shall consent to any other amendment, change or modification of the Contract without the mailing of notice and the written approval or consent of the holders of not less than a majority in principal amount of the Bonds then Outstanding given and procured as provided in Section 1102 hereof; provided, however, that nothing contained in this Article shall permit, or be construed as permitting, any amendment, change or modification of the City's unconditional obligation to make payments under the Contract or the City's covenants with respect to the use of the proceeds of the Bonds. If the Issuer or the City, as the case may be, shall request the consent of the bondholders to any such proposed amendment, change or modification of the Contract, the Bond Registrar shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be mailed in the manner as provided by Section 1102 hereof with respect to proposed supplemental resolutions. 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 Bond Registrar for inspection by bondholders.

**Section 1105. Legal Action.**

(a) Any action or proceeding in any court objecting to such supplemental resolution or Contract amendment or to any of the terms and provisions therein contained or the operation thereof, or in any manner questioning the propriety of the adoption thereof or the execution by any bondholder of any instrument purporting to approve the adoption of such supplemental resolution or Contract amendment, or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof, must be commenced within 30 days after the Issuer shall have determined that the adoption of such supplemental resolution or Contract amendment has been duly approved.

(b) Upon the expiration of such 30-day period, or, if any such action or proceedings shall be commenced, upon any judgment or decree sustaining such supplemental resolution or Contract amendment becoming final, this Resolution, any supplemental resolutions, the Contract and any Contract amendment shall be, and be deemed to be, modified and amended in accordance with such supplemental resolution or Contract amendment, and the respective rights, duties and obligations under this Resolution and any supplemental resolution and all owners of Outstanding Bonds shall thereafter be determined, exercised and enforced hereunder, subject, in all respects, to such modifications and amendments.

**Section 1106. Incorporation.**

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

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

#### **Section 1201. Tax Authorizations.**

The Chairperson or Vice Chairperson of the Issuer is authorized and directed on behalf of the Issuer (i) to execute and deliver a certificate as to the reasonable expectations of the Issuer regarding the amount and use of the proceeds of the Series 2017 Bonds, such certificate to be based upon representations of the City, (ii) to execute and file with the Internal Revenue Service Internal Revenue Service Form 8038-G, as required by Section 149(e) of the Code, and (iii) to execute and make all other certifications and filings required under Section 103 of the Code and the applicable Treasury Regulations promulgated thereunder.

#### **Section 1202. Severability.**

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

#### **Section 1203. Resolution as a Contract.**

(a) The provisions of this Resolution shall constitute a contract by and between the Issuer and the Bondholders, and after the issuance of the Bonds this Resolution shall not be repealed, revoked, supplemented rescinded or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds, nor shall the Issuer pass any proceedings in any way adversely affecting the rights of such owners, so long as any of the Bonds authorized by this Resolution, or the interest thereon, shall remain unpaid. This covenant shall not be construed as prohibiting modifications hereof or amendments hereto to the extent and in the manner as provided in Article XI hereof.

(b) The provisions of this Resolution and every appropriate sentence hereof shall be construed as including and as being applicable to any Additional Bonds issued by the Issuer, as well as to the Series 2017 Bonds and any Additional Bonds issued by the Issuer shall be treated for all intents and purposes, unless otherwise specifically stated, just as if they had been issued together with the Series 2017 Bonds and pursuant to the terms of this Resolution.

(c) Any subsequent proceedings authorizing the issuance of Additional Bonds issued by the Issuer as provided in this Resolution shall in no way conflict with the terms and conditions of this Resolution, but shall, for all legal purposes, reaffirm all of the applicable covenants, agreements and provisions of this Resolution for the equal protection and benefit of all bondholders.

#### **Section 1204. Payments Due on Saturdays, Sundays and Holidays.**

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

**Section 1205. Resolution Constitutes Trust Indenture.**

This Resolution has been duly authorized, executed and delivered by the Issuer and is not subject to qualification under the Trust Indenture Act of 1939, as amended.

**Section 1206. Applicable Provisions of Law.**

This Resolution shall be governed by and construed and enforced in accordance with the laws of the State.

**Section 1207. Repeal of Conflicting Resolutions.**

Any and all resolutions, or parts of resolutions in conflict with this Resolution are hereby repealed, and this Resolution shall be in full force and effect from and after its adoption.

**Section 1208. Authorization of Contract and Assignment of Purchase Contract.**

The execution, delivery and performance of the Contract, a copy of which is attached hereto as Exhibit B, are hereby authorized. The execution, delivery and performance of the Assignment of Purchase Contract in the form presented at this meeting are hereby authorized. The Contract and the Assignment of Purchase Contract shall be executed by the Chairperson or the Vice Chairperson of the Issuer and attested by the Secretary or Assistant Secretary of the Issuer, and the seal of the Issuer shall be impressed thereon. The Contract shall be in substantially the form attached hereto, with such changes, insertions or omissions as may be approved by the Chairperson or Vice Chairperson of the Issuer, and the execution and delivery by the Issuer of the Contract as hereby authorized shall be conclusive evidence of the approval of any such changes, omissions or insertions. The Assignment of Purchase Contract shall be in substantially the form presented at this meeting, with such changes, insertions or omissions as may be approved by the Chairperson or Vice Chairperson of the Issuer, and the execution and delivery by the Issuer of the Assignment of Purchase Contract as hereby authorized shall be conclusive evidence of the approval of any such changes, omissions or insertions.

**Section 1209. Approval and Authentication of Offering Documents.**

The use and distribution of the Preliminary Official Statement and the Official Statement with respect to the Series 2017 Bonds are hereby authorized, approved, ratified and confirmed. The execution, use and distribution of the Official Statement are hereby authorized, approved, ratified and confirmed. The Chairperson or Vice Chairperson is hereby authorized and directed to ratify, confirm, approve, execute, and deliver the Official Statement on behalf of the Issuer, and the execution of an Official Statement by the Chairperson or Vice Chairperson shall constitute conclusive evidence of the Chairperson or Vice Chairperson's ratification, confirmation, approval, and delivery thereof on behalf of the Issuer.

**Section 1210. No Individual Responsibility of Members and Officers of Issuer.**

No stipulations, obligations or agreements of any member or of any officer of the Issuer shall be deemed to be stipulations, obligations or agreements of any such member or officer in his or her individual capacity.



### **Section 1211. General Authority.**

The Issuer, at the direction of and in consultation with the City, shall execute and deliver a tax compliance and non-arbitrage certificate and all other documents and certificates necessary to effectuate the transactions contemplated by this Resolution. All actions heretofore taken and all documents heretofore executed in connection with the issuance of the Series 2017 Bonds are hereby ratified and approved. It is hereby ratified and approved that the Chairperson and any other proper officers, members, agents and employees of the Issuer hereby are 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 this Resolution and further are authorized to take any and all further actions and execute and deliver any and all other certificates, papers and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers and documents shall be in such form and contain such terms and conditions as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers and documents shall be in such form and contain such terms and conditions as may be approved by the Chairperson or Vice Chairperson or the Issuer, and the execution of such other certificates, papers and documents by the Chairperson or Vice Chairperson of the Issuer as herein authorized shall be conclusive evidence of any such approval. The Secretary/Treasurer or any Assistant Secretary of the Issuer is hereby authorized to attest the signature of the Chairperson or Vice Chairperson of the Issuer and impress, imprint or otherwise affix the seal of the Issuer on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary/Treasurer or Assistant Secretary or the Issuer's seal on any such other certificates, papers and documents shall not affect the validity or enforceability of the Issuer's obligations thereunder.

### **Section 1212. Consents of Bondholders.**

(a) Any request, demand, authorization, direction, notice, consent, waiver, or other action provided by this Resolution 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 their agents 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 Issuer, and, where it is expressly required, to the Issuer and the City. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Resolution and conclusive 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 proof of his authority.

(c) The fact and date of execution of any such instrument or writing may also be proved in any other manner which the Issuer deems sufficient, and the Issuer or the Paying Agent, as the case may be, may in any instance require further proof with respect to any of the matters referred to in this Section.

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

(e) 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 any Paying Agent, Bond Registrar or the Issuer in reliance thereon, whether or not notation of such action is made upon such Bond.

**Section 1213. Limitation of Rights.**

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bonds is intended or shall be construed to give to any person or company other than the Issuer and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect of this Resolution or any covenants, contracts, conditions, and provisions herein contained; this Resolution and all of the covenants, contracts, conditions and provisions hereof being intended to be and being for the sole exclusive benefit of the City and the holders of the Bonds as herein provided.

**Section 1214. Notices.**

All notices, certificates, and other communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent to any party hereto at the following addresses or to such other address as any party hereto shall have specified in writing to the other party:

If to the Issuer:

City of Decatur Public Facilities Authority  
509 North McDonough St.  
Decatur, Georgia 30030  
Attention: Secretary/Treasurer

With a copy to the City.

If to the City:

City of Decatur  
509 North McDonough St.  
Decatur, Georgia 30030  
Attention: City Manager

If to the Paying Agent:

Regions Bank  
Attn: Corporate Trust Services  
201 Milan Parkway, 2<sup>nd</sup> Floor  
Birmingham, Alabama 35211

A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer, the City, or the Paying Agent to any one of the others shall also be given to all of the others.

**Section 1215. Acknowledgment of Acceptance of Contract.**

The Issuer accepts the terms of the Contract and agrees that it will effectively carry out the purpose and intention of the Contract and has accepted the Contract for and on behalf of itself and for and on behalf of all Bondholders.

**Section 1216. Waiver of Bond Audit.**

The Issuer hereby approves the publication of the requisite legal notice waiving the performance audit and performance review requirements of Section 36-82-100 of the Official Code of Georgia Annotated.

**Section 1217. Requirements and Conditions Met.**

The Issuer agrees that all the terms, conditions, requirements of all acts and things required to be done, both under the Constitution of the State of Georgia and the Act, have been done as required, and the Issuer agrees to take any and all necessary steps to comply with each and every requirement and condition referred to herein.

**Section 1218. Validation.**

The Series 2017 Bonds shall be validated in the manner provided in the Revenue Bond Law, and to that end notice of the adoption of this Resolution and a certified copy thereof shall be immediately served on the District Attorney of the Stone Mountain Judicial Circuit in order that proceedings for the confirmation and validation of the Series 2017 Bonds by the Superior Court of DeKalb County may be instituted by said District Attorney.

**Section 1219. Approval of Tax Policy of the Issuer.**

The Tax Policy presented at this meeting and attached hereto as Exhibit D is hereby authorized and approved.

Adopted and approved this \_\_\_\_\_ day of June, 2017.

CITY OF DECATUR PUBLIC FACILITIES  
AUTHORITY

(SEAL)

By: \_\_\_\_\_  
Chairperson

Attest:

\_\_\_\_\_  
Secretary/Treasurer

EXHIBIT A

(FORM OF THE SERIES 2017 BONDS)

No. R-\_\_

\$\_\_\_\_\_

**STATE OF GEORGIA  
CITY OF DECATUR PUBLIC FACILITIES AUTHORITY  
REVENUE BOND (CITY OF DECATUR PROJECT), SERIES 2017**

<b>BOND DATE</b>	<b>INTEREST RATE</b>	<b>MATURITY DATE</b>	<b>CUSIP</b>
July __, 2017	_____%	February 1, _____	_____

**FOR VALUE RECEIVED**, the City of Decatur Public Facilities Authority, a public corporation duly created and validly existing under the Constitution and the laws of the State of Georgia (the “Issuer”), hereby promises to pay solely from the special fund provided therefor, as hereinafter set forth, to Cede & Co., as nominee of The Depository Trust Company, or registered assigns, the principal sum of

\_\_\_\_\_ **DOLLARS**

in lawful money of the United States of America, on the date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender hereof at the designated corporate trust office of Regions Bank, Atlanta, Georgia, Paying Agent and Bond Registrar, and to pay to the registered owner hereof solely from the special fund interest on the principal amount from the Interest Payment Date (hereinafter defined) next preceding the date of authentication of this bond to which interest has been paid, unless the date of authentication hereof is an Interest Payment Date to which interest has been paid, then from the date hereof, or unless no interest has been paid hereon, then from \_\_\_\_\_, 2017; provided, however, that if the date of authentication of this bond is after a Record Date (hereinafter defined) and prior to the next succeeding Interest Payment Date, then interest hereon shall be paid from such Interest Payment Date, at the rate per annum specified above, on February 1, 2018 and semiannually thereafter on the 1st days of February and August in each year (each an “Interest Payment Date”), until payment of the principal amount hereof. 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 Bond Registrar at the close of business on the fifteenth day of the calendar month next preceding each Interest Payment Date (a “Record Date”) and such interest payments shall be mailed to such registered owner at the address shown on the bond registration book. Notwithstanding the foregoing, so long as this bond is registered in the name of the Securities Depository or the Securities Depository Nominee, payment of principal and interest on this bond shall be made by wire transfer to the Securities Depository.

This bond is one of a duly authorized issue in the aggregate principal amount of \$\_\_\_\_\_ of like tenor, except as to numbers, denominations, interest rates and dates of maturity (the “Series 2017 Bonds”), issued for the purpose of financing (a) the acquisition of approximately 77 acres of property and certain improvements thereon from the United Methodist Children’s Home of the North Georgia Conference, Inc. and constructing and installing certain improvements thereon for use by the City and its citizens in connection with the City’s lawful powers and purposes, including, but not limited to, the provision of greenspace and recreational, educational and administrative facilities for the citizens of the City (the “Project”) and (b) paying the costs of issuing the Series 2017 Bonds. The Series 2017 Bonds

are issued under the authority of the Constitution and laws of the State of Georgia and pursuant to a resolution of the Issuer adopted on \_\_\_\_\_, 2017, as supplemented on \_\_\_\_\_, 2017 (the "Resolution"). Reference to the Resolution is hereby made for a complete description of the fund charged with, and pledged to, the payment of the principal of and the interest on the Series 2017 Bonds, the nature and extent of the security therefor, a statement of rights, duties and obligations of the Issuer, and the rights of the owners of the Series 2017 Bonds, to all the provisions of which the owner hereof, by the acceptance of this bond, assents.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until this bond shall have been authenticated and registered upon the bond registration book of the Issuer kept for that purpose by the Bond Registrar, which authentication and registration shall be evidenced by the execution by the manual signature of a duly authorized signatory of the Bond Registrar of the certificate hereon.

The Series 2017 Bonds are being issued by means of a Book-Entry System, with actual Series 2017 Bonds immobilized at The Depository Trust Company, New York, New York, or its successor as Securities Depository, evidencing ownership of the Series 2017 Bonds in principal amounts of \$5,000 or integral multiples thereof, and with transfers of Beneficial Ownership effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository. Actual Series 2017 Bonds are not available for distribution to the Beneficial Owners, except under the limited circumstances set forth in the Resolution. The principal and interest on the Series 2017 Bonds are payable by the Paying Agent to Cede & Co., as nominee of the Securities Depository. Transfer of principal and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal and interest to Beneficial Owners by participants of the Securities Depository will be the responsibility of such participants and other nominees of Beneficial Owners. The Issuer and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants. If the Series 2017 Bonds are no longer registered to a Securities Depository or its nominee, this bond may be registered as transferred only upon the registration books kept for that purpose at the designated corporate trust office of the Bond Registrar by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon presentation and surrender to the Bond Registrar of this bond duly endorsed for registration of transfer or accompanied by an assignment duly executed by the registered owner or his or her 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. In addition, if the Series 2017 Bonds are no longer registered to a Securities Depository, this bond may be exchanged by the registered owner hereof or his or her duly authorized attorney upon presentation at the designated corporate trust office of the Bond Registrar for an equal aggregate principal amount of Series 2017 Bonds of the same maturity and in any authorized denominations in the manner, subject to the conditions and upon payment of charges, if any, provided in the Resolution.

Pursuant to an Intergovernmental Agreement (the "Contract"), dated as of \_\_\_\_\_ 1, 2017, between the Issuer and the City of Decatur, Georgia (the "City"), the City (1) agreed to make payments to the Issuer in amounts sufficient to enable the Issuer to pay the principal of and interest on the Series 2017 Bonds when due, and (2) agreed to levy an annual ad valorem tax on all taxable property located within the territorial limits of the City, at such rates, within the 18 mill limit prescribed by the City's charter, or within such greater limit that may hereafter be prescribed by law, as may be necessary to produce in each year revenues that are sufficient to fulfill the City's obligations under the Contract. Pursuant to the Resolution, the Issuer has pledged the Contract and all amounts due thereunder (except certain Unassigned Rights) to secure the payment of the principal of, premium, if any, and interest on the Series

2017 Bonds. The Issuer may issue additional bonds secured on a parity with the Series 2017 Bonds upon meeting certain conditions set forth in the Resolution.

THIS SERIES 2017 BOND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE STATE OF GEORGIA, THE CITY, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION WHATSOEVER, NOR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF ANY OF THE FOREGOING, NOR SHALL ANY OF THE FOREGOING BE SUBJECT TO ANY PECUNIARY LIABILITY HEREON. THE ISSUER HAS NO TAXING POWER. THIS SERIES 2017 BOND SHALL NOT BE PAYABLE FROM NOR A CHARGE UPON ANY FUNDS OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT HEREOF AND SHALL BE A LIMITED OR SPECIAL OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE RESOLUTION, INCLUDING THE PROCEEDS OF THE HEREINABOVE DESCRIBED AD VALOREM TAX, WHICH THE CITY IS OBLIGATED TO LEVY. NO OWNER OF THIS SERIES 2017 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF GEORGIA, THE CITY, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, EXCEPT TO LEVY THE HEREINABOVE DESCRIBED AD VALOREM TAX, TO PAY THE PRINCIPAL OF THIS SERIES 2017 BOND OR THE INTEREST OR ANY PREMIUM HEREON, OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE FOREGOING, OTHER THAN THE PROCEEDS OF THE HEREINABOVE DESCRIBED AD VALOREM TAX, NOR SHALL THIS SERIES 2017 BOND CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE FOREGOING OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT HEREOF. NEITHER THE MEMBERS OF THE GOVERNING BODY OF THE ISSUER NOR ANY PERSON EXECUTING THIS SERIES 2017 BOND SHALL BE LIABLE PERSONALLY ON THIS SERIES 2017 BOND BY REASON OF THE ISSUANCE HEREOF.

To the extent permitted by the Resolution, modifications or alterations of the Resolution and the Contract may be made by the Issuer. As provided in the Resolution, certain modifications may only be made with the consent of the owners of at least a majority in aggregate principal amount of the Series 2017 Bonds and any additional bonds then outstanding.

The Series 2017 Bonds maturing on February 1, \_\_\_\_\_ and thereafter are subject to redemption prior to maturity by the Issuer at the direction of the City, on or after February 1, \_\_\_\_\_, in whole or in part at any time (in any order of maturity and by lot within a maturity), at a redemption price equal to the principal amount of the Series 2017 Bonds to be redeemed, plus accrued interest to the redemption date.

The Series 2017 Bonds maturing on February 1, \_\_\_\_\_ are subject to mandatory sinking fund redemption prior to their maturity at a redemption price equal to 100% of the principal amount thereof being redeemed, plus accrued interest, on February 1 of the following years and in the following amounts (the February 1, \_\_\_\_\_ amount to be paid rather than redeemed).

<u>Year</u>	<u>Amount</u>
-------------	---------------

At its option, to be exercised on or before the 45<sup>th</sup> day next preceding each such scheduled maturity redemption date, the Issuer, may (a) receive a credit with respect to its scheduled mandatory

redemption obligation for any Series 2017 Bonds subject to scheduled mandatory redemption which are delivered to the Paying Agent for cancellation and not theretofore applied as a credit against a scheduled mandatory redemption obligation or (b) receive a credit with respect to its scheduled mandatory redemption obligation for any Series 2017 Bonds which prior to said date have been redeemed (otherwise than through scheduled mandatory redemption) and canceled by the Paying Agent and not theretofore applied as a credit against said scheduled mandatory redemption obligation. Each Series 2017 Bond so delivered or previously redeemed shall be credited by the Paying Agent, at the principal amount thereof to the obligation of the Issuer on such scheduled mandatory redemption date and the principal amount of the Series 2017 Bonds to be redeemed by operation of such scheduled mandatory redemption on such date shall be accordingly reduced.

**[Add extraordinary redemption language]**

Not more than 60 days and not less than 30 days before any date upon which any such optional redemption is to be made a notice of redemption designating the Series 2017 Bonds to be redeemed shall be mailed, postage prepaid, to all registered owners of the Series 2017 Bonds to be redeemed at addresses which appear upon the bond registration book as of the date of giving such notice. It is expressly provided, however, that the failure to receive any such notice or any defect therein shall not affect the validity of the proceedings for such redemption or cause the interest to continue to accrue on the principal amount of the Series 2017 Bonds so designated for redemption.

This bond is issued with the intent that the laws of the State of Georgia shall govern its construction. In case of default, the owner of this bond shall be entitled to the remedies provided by the Resolution and the Revenue Bond Law and any amendments thereto and the Act. This Series 2017 Bond is not a general obligation of the Issuer but is payable solely from the Pledged Revenues (as defined in the Resolution). Pursuant to the provisions of the Contract, payments sufficient for the prompt payment when due of the principal of and interest on this Series 2017 Bond are to be paid to the Sinking Fund for the account of the Issuer and have been and are hereby again duly pledged for that purpose. This Series 2017 Bond is issued by the Issuer to aid in the financing of a "project," as such term is defined in the Act, to accomplish the public purposes of the Act.

It is hereby recited and certified that all acts, conditions and things required to be done precedent to and in the issuance of this bond have been done, have happened and have been performed in due and legal form as required by law, and that provision has been made for the allocation from the City's payments under the Contract of amounts sufficient to pay the principal of and the interest on all of the Series 2017 Bonds as same mature and that such payments are irrevocably allocated and pledged to the payment thereof and the interest thereon.



**IN WITNESS WHEREOF**, the City of Decatur Public Facilities Authority has caused this bond to be executed by the manual signature of its Chairperson and its official seal to be impressed hereon and attested by the manual signature of its Secretary.

**CITY OF DECATUR PUBLIC FACILITIES  
AUTHORITY**

(SEAL)

By: \_\_\_\_\_  
Chairperson

Attest:

\_\_\_\_\_  
Secretary/Treasurer

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This bond is one of the Series 2017 Bonds described in the Resolution of the City of Decatur Public Facilities Authority, adopted \_\_\_\_\_, 2017, as supplemented \_\_\_\_\_, 2017.

**REGIONS BANK**, as Bond Registrar

By: \_\_\_\_\_  
Authorized Officer

\* \* \* \* \*

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF DEKALB

The undersigned Clerk of the Superior Court of DeKalb County, State of Georgia, DOES HEREBY CERTIFY that this bond was confirmed and validated by judgment of the Superior Court of DeKalb County, Georgia, on the \_\_\_ day of July, 2017, that no intervention or objection was filed thereto and that no appeal has been prosecuted therefrom.

WITNESS my manual or facsimile signature and the seal of the Superior Court of DeKalb County, Georgia.

---

Clerk, Superior Court  
DeKalb County, Georgia

(SEAL)

\* \* \* \* \*

**ASSIGNMENT**

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer this bond on the bond registration book kept for such purpose by the Bond Registrar, with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
NOTE: 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:

\_\_\_\_\_  
Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

(END OF BOND FORM)

R-17-PFA-02

EXHIBIT B

FORM OF CONTRACT

EXHIBIT C

FORM OF REQUISITION

Regions Bank  
Attn: Londi Roberts  
201 Milan Parkway, 2<sup>nd</sup> Floor  
Birmingham, Alabama 35211  
Fax: 205-261-4600  
Phone: 205-420-5516  
Email: [londi.roberts@regions.com](mailto:londi.roberts@regions.com)

Re: Direction to Make Disbursement from the Acquisition Fund for the City of Decatur Public Facilities Authority Revenue Bonds (City of Decatur Project), Series 2017

To the Addressee:

Pursuant to the resolution of the City of Decatur Public Facilities Authority (the "Issuer") adopted on \_\_\_\_\_, 2017, as supplemented on \_\_\_\_\_, 2017 (the "Resolution"), you are hereby directed to disburse from the Acquisition Fund (as defined in the Resolution) the amount set forth below in accordance with the instructions set forth below:

1. This requisition should be paid from the Series 2017 Capital Improvement Account of the Acquisition Fund.

2. This is requisition number \_\_\_\_\_ from the Series 2017 Capital Improvement Account of the Acquisition Fund.

3. The name and address of the person, firm or corporation to whom the disbursement is due is as follows:

4. The amount to be disbursed is \$\_\_\_\_\_.

5. The purpose of the payment is as follows:

6. In connection herewith, the undersigned hereby certifies as follows:

a. That an obligation in the stated amount has been incurred, that the same is a proper charge against the Series 2017 Capital Improvement Account of the Acquisition Fund and has not been paid, and that the bill or statement of account for such obligation is attached hereto;

b. That no notice of any vendors, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or any security interest, which should be satisfied or discharged before such payment is made;

c. That this requisition contains no item representing payment on account or any retained percentages which the City or the Issuer is, at the date of such certificate, entitled to retain;

d. That insofar as such obligation was incurred for work, materials, supplies or equipment in connection with the undertaking, such work was actually performed, or such materials, supplies or equipment were actually installed in or about the construction or delivered at the site of the work for that purpose; and

This requisition shall be retained by the Acquisition Fund Depository, subject at all times to inspection by any officer of the City, the Issuer or any bondholder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF DECATUR, GEORGIA

By: \_\_\_\_\_  
Authorized Representative

CITY OF DECATUR PUBLIC FACILITIES  
AUTHORITY

By: \_\_\_\_\_  
Authorized Representative

EXHIBIT D

FORM OF TAX POLICY

POLICY WITH RESPECT TO TAX-EXEMPT DEBT  
OF THE CITY OF DECATUR PUBLIC FACILITIES AUTHORITY

**OBJECTIVE**

To comply with all applicable federal laws, rules and regulations related to the issuance of tax-exempt debt (the “Debt”).

**SCOPE**

This policy (this “Policy”) applies to all Debt issued by the City of Decatur Public Facilities Authority (the “Authority”) for the benefit of any other entity (the “Beneficiary”).

**POLICY**

The Authority shall require the Beneficiary to adopt written policies and procedures for complying with all federal and state laws, rules and regulations related to the issuance of the Debt (the “Beneficiary’s Policy”). The Beneficiary shall covenant in the applicable loan agreement or other financing document to comply with the Beneficiary’s Policy.

**MONITORING AND ENFORCEMENT OF BENEFICIARY’S POLICY**

The Authority shall not be responsible for monitoring or enforcing the Beneficiary’s Policy.

**DISSEMINATION AND TRAINING**

This Policy shall be disseminated to all relevant Authority personnel and to the Authority’s auditor. The Chairperson shall provide appropriate training to all relevant Authority personnel to ensure they comply with the provisions of this Policy. The Chairperson shall consult as appropriate with qualified attorneys with respect to the content of such training.

**REVIEW**

This Policy shall be reviewed from time to time and, if necessary, revised by the Chairperson. After any revision, the Chairperson shall redistribute this Policy to all relevant Authority personnel and the auditor.



SECRETARY/TREASURER'S CERTIFICATE

STATE OF GEORGIA

CITY OF DECATUR, GEORGIA

The undersigned Secretary/Treasurer of the City of Decatur Public Facilities Authority (the "Issuer") and keeper of the records and seal thereof, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution adopted by the Issuer in a meeting duly called and assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, which meeting was open to the public and at which a quorum was presenting and acting throughout, the original of which Resolution has been duly recorded in the Minute Book of the Issuer which is in my custody and control.

WITNESS my official hand and seal of the Issuer, this \_\_\_\_\_ day of \_\_\_\_\_,  
2017.

---

Secretary

(SEAL)