
After recording return to:

James R. Woodward
Gray, Pannell & Woodward LLP
336 Hill Street
Athens, Georgia 30601

INSTALLMENT SALE AGREEMENT

Dated as of July 25, 2023

between the

GEORGIA MUNICIPAL ASSOCIATION, INC.

as Seller

and

CITY OF DALLAS, GEORGIA

as Purchaser

THE RIGHTS OF THE GEORGIA MUNICIPAL ASSOCIATION, INC. HEREUNDER (WITH CERTAIN LIMITED EXCEPTIONS) HAVE BEEN ASSIGNED TO WESTSIDE BANK.

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INSTALLMENT SALE AGREEMENT

THIS INSTALLMENT SALE AGREEMENT (the “Installment Sale Agreement”), dated as of July 25, 2023, by and between the GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia nonprofit corporation, as seller (the “Originator”), and the CITY OF DALLAS, GEORGIA, a municipal corporation of the State of Georgia, as purchaser (the “City”).

W I T N E S S E T H

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

WHEREAS, after publishing notice of public sale of the Property (as more fully described in Exhibit B hereto and hereinafter referred to as the “Property”) on June 29, 2023, as required by O.C.G.A. Section 36-37-6, as amended, and after receipt of sealed bids on July 14, 2023, the Mayor and City Council of the City have determined that it is in the best interest of the City to sell the Property at public sale to the Originator; and

WHEREAS, the City has the power, pursuant to the laws of the State of Georgia, including particularly Section 36-60-13 of the Official Code of Georgia Annotated (“O.C.G.A.”), as amended, to enter into purchase or lease purchase contracts of all kinds for the acquisition and construction of goods, materials, real and personal property, services and supplies; and

WHEREAS, the Originator agrees to acquire, construct and install certain renovations to the existing city hall for the City located on the Property, as more fully described in Exhibit C hereto (the “Facilities” and together with the Property, the “Project”); and

WHEREAS, the City agrees to purchase the Project from the Seller in accordance with this Installment Sale Agreement; and

WHEREAS, the obligations of the City to make payments hereunder shall be payable only from funds lawfully appropriated by the City for such purpose and shall not constitute a pledge of the full faith and credit of the City within the meaning of any constitutional debt limitations; and

WHEREAS, the taxing power of the City is not and may not be pledged in any way, directly, indirectly, or contingently, to secure any moneys due under this Installment Sale Agreement; and

WHEREAS, the Originator and the City have duly authorized the execution and delivery of this Installment Sale Agreement; and

WHEREAS, the term of this Installment Sale Agreement expires June 1, 2029, subject to the City’s right to terminate this Installment Sale Agreement effective as of each June 30th during the term of this Installment Sale Agreement; and

WHEREAS, at the request of the City, the Originator proposes to assign this Installment Sale Agreement to Westside Bank, a division of The Piedmont Bank, a Georgia state banking corporation (the “Lender”);

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

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions and Rules of Construction.

Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Installment Sale Agreement, have the meanings specified herein. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Installment Sale Agreement, refer to this Installment Sale Agreement as a whole.

“Authorized City Representative” means that person at the time designated to act on behalf of the City by written certificate furnished to the Seller and the Lender containing the specimen signature of such person or persons and signed on behalf of the City by the Mayor, which shall include, but not be limited to, the Execution, No-Litigation and Incumbency Certificate, dated as of July 25, 2023, provided to the Lender on the date hereof.

“Calendar Year” means the twelve-month period extending from January 1 to the next succeeding December 31.

“City” means City of Dallas, Georgia, and its successors and assigns.

“City Documents” means the Warranty Deed, this Installment Sale Agreement and the Environmental Agreement.

“Closing Date” means the date of the execution and delivery of this Installment Sale Agreement.

“Completion Date” means that date determined in accordance with Section 4.2(g) of this Installment Sale Agreement.

“Environmental Agreement” means the Agreement Regarding Environmental Activity of even date herewith by and among the City, the Originator and the Lender.

“Escrow Agent” means Westside Bank, a division of The Piedmont Bank, its successors and assigns.

“Escrow Fund” means the fund created pursuant to Section 3.3(a) hereof.

“Event of Non-appropriation” means a nonrenewal by the City of this Installment Sale Agreement for an Installment Sale Year for which this Installment Sale Agreement has not previously been renewed, determined by (i) the City’s failure, on or before the 20th day before each Fiscal Year, to appropriate the Minimum Annual Appropriated Amount, or (ii) actual written notice from the City to the Seller prior to the first business day of the next Fiscal Year that the City will terminate this Installment Sale Agreement at the end of the current Fiscal Year. The Seller, in its sole discretion, may waive an Event of Non-appropriation upon request by the City.

“Facilities” means those facilities described in Exhibit C hereto, and by this reference incorporated herein.

“Fiscal Year” means July 1 through June 30, or such other fiscal year as the City may designate.

“Installment Payment” means a Principal Payment and the corresponding Interest Payment. The principal component of and the interest component of the Installment Payments are described in Exhibit A Schedule 2 hereto.

“Installment Sale Amount” means the amount as set forth in Exhibit A Schedule 1 attached hereto and hereby incorporated herein, representing the amount advanced by the Seller for the financing of the Project.

“Installment Sale Year” means a Fiscal Year or portion thereof within the Term of this Installment Sale Agreement.

“Interest Payment” means a payment required by Section 4.4(a)(ii) hereof, representing interest on the Installment Sale Amount.

“Lender” means Westside Bank, a division of The Piedmont Bank, a Georgia state banking corporation, and its successors and assigns.

“Minimum Annual Appropriated Amount” means an amount equal to the sum of (i) the Principal Payments coming due in such Fiscal Year as set forth in this Installment Sale Agreement; (ii) the Interest Payments coming due in such Fiscal Year as set forth in this Installment Sale Agreement; and (iii) any amounts owing or expected to come due during the Fiscal Year pursuant to Section 5.1(c) hereof.

“Originator” means Georgia Municipal Association, Inc. and its successors and assigns.

“Originator Documents” means this Installment Sale Agreement, the Security Deed and the Transfer Agreement.

“Permitted Encumbrances” means those exceptions to title described in Exhibit D to the Security Deed, which exceptions are acceptable to the Lender.

“Principal Payment” means a payment required by Section 4.4(a)(i) hereof, representing a scheduled principal payment of the Installment Sale Amount.

“Project” means collectively, the Facilities and the Property.

“Property” means that real property more particularly described in Exhibit B hereto, and by this reference incorporated herein.

“Purchase Price” means the unpaid Principal Payments and accrued Interest Payments as set forth in Exhibit A to this Installment Sale Agreement.

“Qualified Investments” means the following:

(i) Bonds or obligations of counties, municipal corporations, school districts, political subdivisions, authorities, or bodies of the State or other states;

(ii) Bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government;

(iii) Obligations of and obligations guaranteed by agencies or instrumentalities of the United States Government, including those issued by the Federal Land Bank, Federal Home Loan Bank, 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;

(iv) 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;

(v) Certificates of deposit of national or state banks located within the state which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan associations located within this state 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 depositary, custodian, or trustee for any such bond proceeds. 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 or with a trust office within the State, of one or more the following securities in an aggregate principal amount equal at least to the amount of such excess; direct and general obligations of the State or other states or of any county or municipal corporation in this state, obligations of the United States or subsidiary corporations included in paragraph (ii) hereof, obligations of the agencies and instrumentalities of the United States Government included in paragraph (iii) hereof, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in paragraph (iv) hereof;

(vi) 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:

(a) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in paragraphs (ii) and (iii) hereof and repurchase agreements fully collateralized by any such obligations;

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

(c) 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

(d) 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;

(vii) 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

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

(ix) any other investments authorized by the laws of the State of Georgia.

“Security Deed” means the Deed to Secure Debt and Security Agreement of even date herewith with respect to the Project made by the Originator in favor of the Lender.

“Seller” means the Originator and its successors and assigns, including after the Closing Date, the Lender.

“State” means the State of Georgia.

“Term” shall have the meaning specified in Section 4.3 hereof.

“Transfer Agreement” means that certain Assignment and Transfer Agreement of even date herewith to be executed by the Originator and the Lender pursuant to which certain interests of the Originator in this Installment Sale Agreement shall be transferred to the Lender.

“Warranty Deed” means the Warranty Deed, dated as of July 25, 2023, from the City in favor of the Seller.

Section 1.2. Exhibits.

The following Exhibits are attached to, and by reference made a part of, this Installment Sale Agreement:

- Exhibit A: Schedule 1: Basic Terms
- Schedule 2: Installment Payment Amounts
- Exhibit B: Description of Property
- Exhibit C: Description of Facilities
- Exhibit D: Certificate of Appropriation
- Exhibit E: Requisition

ARTICLE II.

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the City.

The City represents, covenants and warrants to the Seller as follows:

(a) Due Organization and Existence. The City is a municipal corporation of the State, duly organized and existing under the Constitution and laws of the State and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) No Violations. Neither the execution and delivery of the City Documents and each of the other documents entered into by the City in connection herewith, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or, except as provided in the City Documents, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the City, or upon the Project. The City is not in default under any indenture, loan agreement, mortgage, deed of trust or similar document relating to the borrowing of moneys or any other material contract, lease, or commitment to which it is a party or by which it is bound.

(c) Execution and Delivery. The City has duly authorized and executed the City Documents in accordance with the Constitution and laws of the State.

(d) No Litigation. There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the City, which singly or in the aggregate, if adversely determined, would adversely affect the validity or enforceability of the City Documents or any of the other related agreements or would adversely affect the City's ability to satisfy its obligations hereunder or thereunder in a timely manner.

(e) Compliance with Laws and Regulations. The execution and delivery by the City of the City Documents, all of the other related agreements and the performance of the City's obligations hereunder and thereunder are not in contravention of any laws, orders, regulations or ordinances. The City is in compliance with all laws, orders, regulations and ordinances of all federal and state authorities, the failure to comply with would have a material adverse effect on the enforceability of the City Documents or its ability to satisfy its obligation hereunder or thereunder in a timely manner.

(f) Tax Covenants. This Installment Sale Agreement is being entered into by the City in compliance with the conditions necessary for the Interest Payments payable by the City to be excluded from the gross income of the Lender for federal income tax purposes pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") relating to obligations of the State or political subdivisions thereof. It is the intention of the City

that the Interest Payments be and remain excluded from gross income for federal income tax purposes, and, to that end, the City hereby covenants as follows:

(i) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion of the Interest Payments from income under Section 103 of the Code.

(ii) It will not directly or indirectly take or omit to take any action in a way that would cause this Installment Sale Agreement to be a “private activity bond” within the meaning of Section 141 of the Code.

(iii) It will not directly or indirectly use or permit the use of the Installment Sale Amount, or any other funds of the City or take or omit to take any action that would cause this Installment Sale Agreement to be an “arbitrage bond” within the meaning of Section 148 of the Code. To that end, the City will comply with all requirements of Section 148 of the Code, including without limitation Section 148(f) thereof, to the extent applicable to this Installment Sale Agreement.

(iv) This Installment Sale Agreement is not and shall not be “federally guaranteed” as defined in Section 149(b) of the Code.

(v) The City does hereby designate this Installment Sale Agreement as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code. The City hereby represents, covenants and warrants to the Seller that the aggregate face amount of all tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code) issued by the City and any entities with whom aggregation is required pursuant to Section 265(b)(3)(E) of the Code during the Calendar Year in which this Installment Sale Agreement is entered into is not reasonably expected to exceed \$10,000,000. In the event this Installment Sale Agreement is determined not to be a “qualified tax-exempt obligation” within the meaning of Section 265(b) of the Code, the City agrees that the Interest Payments shall be adjusted as reasonably determined by the Lender as necessary to compensate the Lender for any change in its “Allowable Deduction Percentage.” The “Allowable Deduction Percentage” shall mean the percentage of interest paid on indebtedness incurred or continued (or deemed for federal income tax purposes to have been incurred or continued) to purchase or carry investments the earnings or interest on which investments is excludable from income from time to time by a financial institution for federal income tax purposes.

(g) Due Authorization. The City has duly authorized and approved all of the terms and conditions of the Transfer Agreement and the Security Deed.

(h) Reporting Requirements. The City will cause the following documents or information to be delivered to the Seller and the Lender:

(i) immediately upon becoming aware thereof, notice of the occurrence of any Event of Default specified in Section 8.1 hereof; and

(ii) within 270 days of each Fiscal Year end, commencing with Fiscal Year 2023, the audited financial statements of the City, which audit shall be conducted by an accountant (or a firm thereof) acceptable to the Lender; and

(iii) such other information as the Lender shall reasonably request.

(j) No Pecuniary Interest. No employee of the City has any direct or indirect pecuniary interest in, or will receive or has agreed to receive any compensation with respect to, any contract, lease, purchase, sale, or employment made or to be made in connection with the proposed transaction contemplated by the performance of this Installment Sale Agreement.

(k) Bidding Requirements. All requirements have been, or will be, met and procedures have occurred, or will occur, in order to ensure the enforceability of this Installment Sale Agreement, and the City has complied or will comply with such public bidding requirements as may be applicable to this Installment Sale Agreement and the acquisition, construction and installation by the City (in its capacity as agent for the Seller) of the Project.

(l) Government Use. During the term hereof, the Project will be used for the purpose of performing one or more essential governmental or proprietary functions of the City, consistent with the permissible scope of the City's authority.

(m) Party Walls. The Facilities are either separate or completely severable from any existing buildings or other improvements to real property owned by the City, with the result that the Facilities would be marketable independent from any other real or personal property.

(n) Environmental Condition of Project. The City hereby represents and warrants to the Lender and the Originator, and each of their successors and assigns, that to the best of its knowledge: (i) the Project is now or upon disbursement of any funds from the Escrow Fund of the City for the acquisition thereof will be, and will continue to be in full compliance in all material respects with all federal, state and local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96510, 94 Stat. 2767, 42 USC 9601 *et seq.*, and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613, and (ii)(A) as of the date hereof or the date of said disbursement, there were no hazardous materials, substances, wastes or other environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, except as fully disclosed to the Lender in writing, or (B) the City has fully disclosed to the Lender in writing the existence, extent and nature of any such hazardous materials, substances, wastes or other environmentally regulated substances, which the City is legally authorized and empowered to maintain on, in or under the Project or use in connection therewith, and the City has obtained or will obtain, and will maintain, all material licenses, permits and approvals required with respect thereto, and is in all material respects in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.

The City further warrants and represents that it will promptly notify the Lender and the Originator of any change in the nature or extent of any hazardous materials, substances or wastes

maintained on, in or under the Project or used in connection therewith, and will transmit to the Lender and the Originator copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Project.

(o) Obligations Under Security Deed. The City hereby covenants and agrees to perform and discharge each obligation that the Originator has agreed to cause the City to perform or discharge in the Security Deed.

(p) Compliance with O.C.G.A. Section 36-60-13. The principal amount of all contracts executed pursuant to O.C.G.A. Section 36-60-13 (the "Act"), when added to the amount of debt incurred by the City pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, does not exceed 10% of the assessed value of all taxable property within the City. The property being financed pursuant to this Installment Sale Agreement has not been the subject of a referendum which failed to receive the approval of the voters of the City within the immediately preceding four Calendar Years. A public hearing has been held by the City regarding the Project and the financing thereof pursuant to this Installment Sale Agreement. A notice of the public hearing was published once a week for two weeks prior to the hearing in a newspaper of general circulation within the City. The average annual payments on the aggregate of all contracts executed pursuant to the Act with respect to real property do not exceed 7.5% of the governmental fund revenues of the City for the Calendar Year preceding the delivery of this Installment Sale Agreement. The outstanding principal balance on the aggregate of all contracts executed pursuant to the Act with respect to real property does not exceed \$25,000,000.

Section 2.2. Representations, Covenants and Warranties of the Originator.

The Originator represents, covenants and warrants to the City as follows:

(a) Due Organization and Existence. The Originator is a duly created nonprofit corporation of the State and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) No Violations. Neither the execution and delivery of the Originator Documents and each of the other documents entered into by the Originator in connection herewith, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Originator is now a party or by which the Originator is bound, or constitutes a default under any of the foregoing, or, except as provided in the Originator Documents, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Originator, or upon the Project. The Originator is not in default under any indenture, loan agreement, mortgage, deed of trust or similar document relating to the borrowing of moneys or any other material contract, lease, or commitment to which it is a party or by which it is bound.

(c) Execution and Delivery. The Originator has duly authorized and executed the Originator Documents in accordance with the Constitution and laws of the State.

(d) No Litigation. There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Originator, which singly or in the aggregate, if adversely determined, would adversely affect the validity or enforceability of the Originator Documents or any of the other related agreements or would adversely affect the Originator's ability to satisfy its obligations hereunder or thereunder in a timely manner.

(e) Compliance with Laws and Regulations. The execution and delivery by the Originator of the Originator Documents, all of the other related agreements and the performance of the Originator's obligations hereunder and thereunder are not in contravention of any laws, orders, regulations or ordinances. The Originator is in compliance with all laws, orders, regulations and ordinances of all federal and state authorities, the failure to comply with would have a material adverse effect on the enforceability of the Originator Documents or its ability to satisfy its obligation hereunder or thereunder in a timely manner.

(f) Title. The Originator has fee simple title to the Project.

ARTICLE III.

SALE OF PROJECT

Section 3.1. Sale of the Project; Title.

In consideration of the representations and undertakings of the City in this Installment Sale Agreement, the Originator hereby agrees to sell to the City, and the City hereby agrees to purchase from the Originator, in accordance with the provisions of this Installment Sale Agreement, all the Originator's right, title and interest in and to the Project, and each and every component thereof, as the same may be affected by Permitted Encumbrances; provided, however, that the title to the Project and every component thereof shall be subordinate and subject to the prior lien and encumbrance of the Security Deed until all Installment Payments hereunder, or the Purchase Price, shall have been paid in full, together with all other obligations arising hereunder and any other amounts secured by the Security Deed ("Payment in Full"). Until Payment in Full shall occur, title to the Project shall remain in the Originator. If an Event of Default or an Event of Non-appropriation with respect to this Installment Sale Agreement occurs, the City will then (or, in the case of an Event of Non-appropriation, on the date through which City has paid, or appropriated moneys sufficient to pay the applicable Installment Payments) surrender peaceably possession of the Project to the Seller in good condition and repair, normal wear and tear excepted. The Seller will have all legal and equitable rights and remedies to enforce its rights, including but not limited to, the right to take possession of the Project, and to sell or relet same. On request, the City shall execute and deliver to Seller such instruments as necessary or desirable to vest or confirm in the Seller or its assignee all right, title and interest of City in the Project. After Payment in Full, the Originator shall transfer the Project to the City by limited warranty deed and bill of sale. After Payment in Full, upon the request of the City, the Lender will cancel or cause to be cancelled of record the Security Deed. The City agrees that it will pay all expenses and taxes, if any, applicable to or arising from any transfer of title as herein provided. Notwithstanding anything herein to the contrary, this Installment Sale Agreement, said limited warranty deed and the rights of the City hereunder and thereunder are expressly made subject and subordinate to the prior lien and encumbrance of the Security Deed.

Section 3.2. Warranties.

THE SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY, AS TO THE CONDITION OF THE PROJECT OR THAT IT WILL BE SUITABLE FOR THE CITY'S PURPOSES OR NEEDS.

Section 3.3. Escrow Fund.

(a) There is hereby created a special segregated account to be known as the "City of Dallas, Georgia 2023 Installment Sale Agreement Escrow Fund" (the "Escrow Fund"). [ESCROW AGENT] is hereby designated as the custodian of the Escrow Fund. On the date hereof, the Lender shall deposit the Installment Sale Amount into the Escrow Fund. The moneys and securities on deposit in the Escrow Fund shall be held separate and apart from all other funds of the City and the Lender and will be held in trust by the Escrow Agent.

(b) For so long as the Escrow Agent is [ESCROW AGENT], the Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Fund in a public funds money rate savings account. Otherwise, the Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Fund in Qualified Investments. The Escrow Agent shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund, and the City agrees to and does hereby release the Escrow Agent, the Originator and the Lender from any such liability, cost, expenses, loss or claim. Interest on the Escrow Fund shall become part of the Escrow Fund, and gains and losses on the investment of the moneys on deposit in the Escrow Fund shall be borne by the Escrow Fund.

(c) Unless the Escrow Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Fund shall be disbursed by the Escrow Agent in payment of amounts described in Section 4.2(b) hereof upon receipt of written authorization(s) from the Seller, as is more fully described in Section 4.2 hereof. If the amounts in the Escrow Fund are insufficient to pay such amounts, the City shall provide any balance of the funds needed to complete the acquisition, construction and installation of the Project.

(d) The Escrow Fund shall be terminated at the earliest of: (i) the final distribution of amounts in the Escrow Fund; (ii) written notice given by the Seller of the occurrence of an Event of Default or an Event of Non-appropriation by the City under this Installment Sale Agreement is received by the Escrow Agent; or (iii) the termination of this Installment Sale Agreement. Upon an Event of Default or an Event of Non-appropriation, the moneys on deposit in the Escrow Fund shall, at the option of the Lender, be applied to (i) the Principal Payments or (ii) the Project.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, the City agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Installment Sale Agreement; and in connection therewith, does indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. The Escrow Agent shall be vested with a lien on and is hereby granted a security interest in all property deposited hereunder, for indemnification, for reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other expense, fees or charges of any character or nature, which may be incurred by the Escrow Agent by reason of disputes arising between the City and the Seller as to the correct interpretation of this Installment Sale Agreement and instructions given to the Escrow Agent hereunder, or otherwise,

with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

(g) If the City and the Seller shall be in disagreement about the interpretation of this Installment Sale Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be reimbursed by the City for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Installment Sale Agreement until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) [Intentionally omitted.]

(j) If an amount shall be held in the Escrow Fund from and after the third anniversary of the Closing Date, the City shall direct the Escrow Agent to invest such amount only in (i) obligations described in Section 103 of the Code (excluding "private activity bonds," as defined in Section 141 of the Code) or (ii) securities for which there is an established market, including U.S. Treasury Obligations, State and Local Government Series and for which market price is paid, such securities to have a yield not in excess of the yield on this Installment Sale Agreement, unless the City receives an opinion of Bond Counsel to the effect that investment at a higher rate will not cause this Installment Sale Agreement to become an "arbitrage bond" within the meaning of Section 148 of the Code and will not otherwise adversely affect the exclusion of Interest Payments on this Installment Sale Agreement from gross income for federal income tax purposes.

(k) So long as no Event of Non-appropriation or Event of Default occurs hereunder, moneys on deposit in the City's Escrow Fund shall be subject to the interest of the Escrow Agent described in paragraph (f) above, and then to the beneficial interest of the City as provided herein.

(l) The Escrow Agent will apply any amounts remaining in the Escrow Fund after the Completion Date (the "Excess Funds") to the prepayment of the Installment Sale Agreement, as follows: (X) first, to interest accrued and unpaid to the prepayment date, and (Y) then to the prepayment, in inverse order of maturity and without premium, of the outstanding principal components of the Installment Payments. Such prepayment, however, will not affect any other City payment obligation under this Installment Sale Agreement. The Escrow Agent will notify the City of any withdrawal from the Escrow Fund made under this Section 3.3(c) with respect to Excess Funds and in the notice will describe its application of the funds withdrawn.

ARTICLE IV.

DEPOSIT TO THE ESCROW FUND; AGREEMENT TO ACQUIRE, CONSTRUCT AND INSTALL THE PROJECT; TERMINATION OF INSTALLMENT SALE AGREEMENT; INSTALLMENT PAYMENTS; APPROPRIATION

Section 4.1. Deposit to Escrow Fund.

The Originator will transfer this Installment Sale Agreement to the Lender pursuant to the Transfer Agreement upon payment of the Installment Sale Amount, and will cause the Installment Sale Amount to be deposited in the Escrow Fund. Upon satisfaction of the requirements of Sections 4.2(c) and (i) hereof, the Escrow Agent will apply the amounts in the Escrow Fund for costs related to the Project. The City agrees to pay any such costs of the Project and costs of issuance in excess of amounts available therefor in the Escrow Fund. Neither the Lender nor the Originator have any obligation for any costs and expenses incurred by the City with respect to the Project or the financing thereof.

Section 4.2. Acquisition and Construction of Project.

(a) Acquisition, Construction and Installation Contracts. The Originator hereby appoints the City as its agent for purposes of acquiring, constructing, and installing the Project. Such appointment is irrevocable and is coupled with an interest. The City will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition, construction, and installation of the Project, with moneys available in the Escrow Fund. The City represents the estimated costs of the Project are within the funds estimated to be available therefor, and the Seller makes no warranty or representation with respect thereto. Prior to a disbursement from the Escrow Fund, there shall be filed with the Escrow Agent a requisition containing the information specified in Section 4.2(c). Neither the Originator, the Escrow Agent nor the Lender shall be liable under any of the acquisition, construction or installation contracts, if applicable. The City shall obtain all necessary permits and approvals, if any, for the acquisition, construction, and installation of the Project, and the operation and maintenance thereof, which may hereafter become applicable to the Project.

(b) Authorized Escrow Fund Disbursements. Disbursements from the Escrow Fund may be made for the purpose of paying (said term to include the reimbursement of the City for advances from its other funds to accomplish the purposes hereinafter described) the cost of acquiring, constructing, and installing the Project, including the purchase of the Property, and shall also include:

- (i) the cost of indemnity and fidelity bonds to insure the faithful completion of any construction contract pertaining to the Project;
- (ii) fees and expenses of architects for the preparation of plans and supervising the acquisition, construction, and installation of the Project, if applicable;

(iii) all payments, including those for labor, contractors, builders and materialmen, incurred under the terms of a construction contract for the acquisition, construction, and installation of the Project;

(iv) all costs of engineering and architectural services, including the costs of the City incurred in connection with test borings and environmental assessments, if any, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper construction of the Project, if applicable; and

(v) costs of issuance associated with this Installment Sale Agreement.

(c) Requisition Procedure. No disbursement from the Escrow Fund shall be made unless and until the Seller has approved such requisition. Prior to disbursement from the Escrow Fund there shall be filed with the Escrow Agent a requisition for such payment in the form of Exhibit E hereto. Each such requisition submitted by the City shall include or similar forms approved by the Lender itemizing all costs to be paid with the requisitioned advance and copies of bills, invoices or other documents supporting the payments requested and shall be signed by an Authorized City Representative and approved by the Lender and shall contain a certificate of the City to the effect that:

(i) insofar as such obligation was incurred for work, material, supplies or equipment in connection with the Facilities, such work was actually performed, or such material, supplies or equipment was actually installed in or about the Facilities or delivered at the site of the work for that purpose;

(ii) an obligation in the stated amount has been incurred by the City, and that the same is a proper charge against the Escrow Fund and has not been paid, and stating that the bill, invoice or statement of account for such obligation, or a copy thereof, is on file with the City;

(iii) the Authorized City Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interests which should be satisfied or discharged before such payment is made;

(iv) such requisition contains no item representing payment on account, or any retained percentages which the City is, at the date of such certificate, entitled to retain; and

(v) the Project is insured in accordance with the Installment Sale Agreement.

(d) Construction. The City shall cause the construction to be carried on continuously in a good and workman like manner in accordance with the plans and specifications, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over the same. The City shall cause the Facilities to be constructed entirely on the Property and will ensure (i) that the Facilities do not encroach upon nor overhang any easement or right of way, and (ii) the Facilities, when constructed, will be wholly within the

building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants, ordinances or restrictions. The City shall cause all utility lines, septic systems and streets serving the Facilities to be completed in accordance with health department standards and other applicable regulations of any governmental agency having jurisdiction. The City will promptly correct any structural defect in the improvements or any departure from the plans and specifications.

(e) [Reserved.]

(f) Right of Entry and Inspection. The Lender and its representatives and agents shall have the right to enter upon the Property and inspect the Project and the improvements thereto from time to time, and the City will cause any contractor or sub-contractor, if any, to cooperate with the Lender and its representatives and agents during such inspections. No right of inspection or approval contained herein shall be deemed to impose upon the Lender any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by the Lender shall be deemed to impose upon the Lender any duty or obligation whatsoever to identify or correct any defects in the improvements or to notify any person with respect thereto, and no liability shall be imposed upon the Lender, and no warranties (either express or implied) are made by the Lender as to the quality or fitness of any improvement, any such inspection and approval being made solely for the benefit of the Lender.

(g) Completion of Project. The City shall use its best efforts to cause the acquisition, construction, and installation of the Project to be completed without undue delay, unforeseeable delays beyond the reasonable control of the City only excepted. Upon completion of the acquisition, construction, and installation of the Project, the City shall deliver to the Lender, (a) a certificate of the City stating the fact and date of such completion and stating that all of the costs of said acquisition, construction, and installation have been determined and paid (or that all of such costs have been paid less specified claims which are subject to dispute and for which a retention in the Escrow Fund is to be maintained in the full amount of such claims until such dispute is resolved), (b) a certificate of a duly authorized officer or agent of the architects, engineers or supervising contractors selected and hired by the City in connection with the construction of the Facilities stating the fact and date of completion, (c) a copy of the certificate(s) of occupancy, (d) an as-built survey and (e) proof of insurance coverage with respect to the Project required by this Installment Sale Agreement.

(h) Payment and Performance Bonds. Each contractor entering into a contract for the construction of the Facilities shall be required to furnish a performance bond and a labor and material payment bond as required by O.C.G.A. Section 36-91-1 *et seq.*, as amended, or other applicable provisions of law. In the event of any material default by a contractor under any construction contract or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the City shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against such contractor and/or against each surety of any bond securing the performance of such construction contract. The net proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including, without limitation, attorney's fees and costs), and after reimbursement to the City of any amounts theretofore paid by

the Lender and not previously reimbursed to the City for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid to the Escrow Agent for deposit into the Escrow Fund and (i) used as agreed by the City and the Seller to remedy any damage, omission, or defect, or (ii) if the City and the Seller agree that no such remedial work is required, used as provided in Section 4.4(a)(i) hereof.

(i) Conditions to Disbursement. Without limitation of the other conditions described herein, the Seller shall not be obligated to authorize any requisition of amounts from the Escrow Fund until it has been provided with and approved (if appropriate) (A) a file stamped copy of the Security Deed, (B) evidence that the insurance required by Section 5.2 hereof has been obtained, (C) adequate assurances that there have been deposited in the Escrow Fund sufficient monies to complete the Facilities, and (D) any other documents that the Seller may reasonably request, each in form and substance satisfactory to the Seller and its counsel. No disbursement from amounts from the Escrow Fund alone shall serve to alter these conditions.

Section 4.3. Term of Installment Sale Agreement.

The Term of this Installment Sale Agreement shall commence on the date hereof and shall end on June 1, 2029, subject to the City's right to terminate this Installment Sale Agreement. This Installment Sale Agreement shall renew automatically from year to year until there occurs an Event of Default or Event of Non-appropriation. This Installment Sale Agreement may be terminated only in accordance with the following paragraph.

The Term of this Installment Sale Agreement will terminate upon the earliest of any one of the following events:

(i) Purchase Option. Upon the exercise by the City of its option to prepay the Purchase Price of the entire Project as provided in Section 4.5 and to terminate the Installment Sale Agreement pursuant to Section 4.7, and the payment of the Purchase Price and any other amounts owing hereunder.

(ii) Payment in Full. Payment in full of the Installment Payments on June 1, 2029.

(iii) By City's Election to Terminate the Installment Sale Agreement Upon Non-appropriation. The occurrence of an Event of Non-appropriation.

The parties intend that this Section 4.3 operate in conformity with, and not in contravention of, O.C.G.A. Section 36-60-13, as amended. In the event that any provision of this Section 4.3 is determined to conflict with O.C.G.A. Section 36-60-13, as amended, this Section 4.3 shall be interpreted and implemented in a manner consistent with said statute.

In the event of the occurrence of an Event of Non-Appropriation, the City agrees to surrender peaceably possession of the Project to the Seller or its assignee or transferee on the date of such default or termination in good condition and repair, normal wear and tear excepted, and the City, upon the demand of the Seller, shall transfer the Project to the Seller or its assignee by

limited warranty deed. The Seller and its transferees and assignees will have all legal and equitable rights and remedies to enforce their respective rights, including but not limited to, the right to take possession of the Project, free of rent.

Section 4.4. Installment Payments.

(a) Obligation to Pay. Certain payments due hereunder shall be made as follows:

(i) Principal Payments. Principal Payments specified in Exhibit A Schedule 2 hereto shall be paid by the City on each date specified therein during the term of this Installment Sale Agreement to the Lender.

(ii) Interest Payments. Interest Payments specified in Exhibit A Schedule 2 hereto shall be paid by the City on each date specified therein during the term of this Installment Sale Agreement to the Lender.

If an Installment Payment date is not a business day, the foregoing payments shall be made on the next succeeding business day; provided, however, interest shall continue to accrue on the Principal Payments until the Installment Payments are actually received by the Lender. Notwithstanding Exhibit A Schedule 2, the last Payment shall be in the amount needed to pay all Principal Payments and Interest Payments due hereunder. All payments shall be made in immediately available funds by check or wire transfer in accordance with written directions provided by the Lender.

(b) Unconditional Obligation. The obligations of the City to make the payments required in Section 4.4(a) hereof or otherwise due hereunder and to perform and observe the other agreements on its part contained herein shall not be affected by any abatements, reductions, set-offs, diminutions, defenses, counterclaims and recoupments for or on account of any claims which City may have, any insolvency, bankruptcy, reorganization or similar proceedings by or against the City, or any other circumstance, happening or event similar to any of the foregoing; nor except as otherwise expressly provided herein, shall this Installment Sale Agreement terminate. Until expiration or termination of the Term, the City (i) will not suspend or discontinue any payments provided for in Section 4.4(a) hereof, (ii) will perform and observe all of its other agreements contained in this Installment Sale Agreement, and (iii) will not terminate the Term for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, any defects in any component of the Project, any obsolescence of any component of the Project for any reason whatsoever, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either or any failure of the Seller to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Installment Sale Agreement. Nothing contained in this Section shall be construed to release the Seller from the performance of any of the agreements on its part herein contained; and if the Seller should fail to perform any such agreement, the City may institute such action against the Seller as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not impair or affect the agreements on the part of the City contained in the preceding sentence and to make the payments specified in Section 4.4(a) hereof or otherwise

due hereunder. The City may, however, at its own cost and expense and in its own name or in the name of the Seller, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to insure the acquisition, construction and installation of the Project or to secure or protect its right of possession, occupancy and use hereunder, and in such event the Seller hereby agrees to cooperate fully with the City and to take all lawful action which is required to effect the substitution of City for the Seller in any such action or proceeding if the City shall so request.

(c) Sale and Transfer. The City understands and agrees that pursuant to the Transfer Agreement, the Originator will sell and transfer the Installment Sale Agreement and all of its rights, title and interest hereunder to the Lender, and the City assents to such transfer.

(d) Current Obligation Only. The provisions of this Section 4.4(d) apply notwithstanding any provisions to the contrary in this Installment Sale Agreement. The Installment Payments and all other payments due hereunder constitute expenses of the City, and the City's obligations hereunder are from year to year only and do not constitute a mandatory payment obligation of the City in any ensuing Installment Sale Year beyond the Installment Sale Year for which this Installment Sale Agreement has last been renewed, and are not in contravention of O.C.G.A. Section 36-60-13, as amended. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of the City or the State within the meaning of any constitutional or statutory debt limitation. Neither the execution, delivery, and performance of this Installment Sale Agreement nor the transfer thereof directly or indirectly obligates the City to make any payments hereunder beyond those coming due in the Installment Sale Year for which this Installment Sale Agreement has last been renewed. No judgment may be entered against the City or the State of Georgia for failure to pay any amounts due hereunder, except to the extent that the City has theretofore incurred liability to pay any such amounts through its actual use of the Project or through its lawful appropriations or budgeting of such amounts. Nothing in this Installment Sale Agreement shall require the City to levy a tax to make payments under this Installment Sale Agreement.

Section 4.5. Accelerated Purchase Option.

Upon five (5) days' prior written notice from the City to the Seller and the Lender, and provided that there is then existing no Event of Default or event which with notice or lapse of time, or both, could become an Event of Default or no Event of Non-appropriation, the City will have the right to prepay on any date, all, but not less than all, of the outstanding Principal Payments by paying to the Lender, as assignee of the Seller, the amount of Principal Payments to be prepaid, plus accrued interest.

Section 4.6. Covenant as to Appropriation.

In the event this Installment Sale Agreement is not otherwise terminated, the City covenants and agrees that it will cause the appropriate officers of the City (i) to request that the governing body appropriate, or determine not to appropriate, no later than the twentieth (20th) day before the end of the then current Fiscal Year, the Minimum Annual Appropriated Amount for the succeeding Fiscal Year, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to make all payments

due hereunder, including all such actions for such purpose as may be required under O.C.G.A. Section 36-60-13, as amended. The City will provide a Certificate of Appropriation in the form of Exhibit D attached hereto, or a notice that no such appropriation has been made, to the Seller by the twentieth (20th) day before the end of the Fiscal Year. To the extent permitted by law, the City hereby agrees that if it intends to terminate this Installment Sale Agreement, its governing body shall adopt a resolution specifically making a determination to terminate this Installment Sale Agreement; provided, however, failure to adopt such resolution shall not be deemed to mean that this Installment Sale Agreement has not been terminated if an Event of Non-appropriation otherwise has occurred.

Section 4.7. Termination of Installment Sale Agreement on Prepayment.

Upon the exercise by the City of its option to prepay all Principal Payments pursuant to Section 4.5 hereof with respect to the Project, the satisfaction of all conditions set forth in Section 4.5 and the payment of all other amounts due hereunder, the City shall be deemed to have terminated this Installment Sale Agreement.

Section 4.8. Tax Treatment of Installment Payments.

(a) This Installment Sale Agreement is entered into on the basis that the interest portion of the Installment Payments is not includable in the gross income of Lender for federal income tax purposes and that the Installment Sale Agreement is a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

(b) For the purposes of this Section 4.8, the following terms are defined as follows:

“Adjusted Rate” means that rate of interest that must be applied so as to preserve the same after-tax economic yield with respect to the interest portion of Installment Payments as Lender would have received, had the interest portion been excludable from gross income for federal income tax purposes and had the Installment Sale Agreement been a qualified tax-exempt obligation.

“Event of Taxability” means a determination by the Internal Revenue Service, any court of competent jurisdiction, or bond counsel acceptable to Lender that the interest portion of Installment Payments is includable in gross income for Federal income tax purposes or that the Installment Sale Agreement is not a qualified tax-exempt obligation.

(c) Following the occurrence of an Event of Taxability: (i) the City shall pay to Lender within thirty days of billing a sum equal to (A) the increase in the Interest Payments when computed at the Adjusted Rate for the period from the effective date of the Event of Taxability to the effective date of the modification described in (ii) below, and (B) all interest, penalties and other similar charges payable by Lender to the Internal Revenue Service as a result of the Event of Taxability; and (ii) Lender shall modify the Interest Payments component of the Installment Payments under the Payment Schedule for all future periods to reflect the Adjusted Rate, and provide notice thereof to the City, which adjusted Installment Payments the City shall thereafter pay.

(d) Lender's determinations of adjustments or amounts under this Section 4.8 shall be conclusive.

ARTICLE V.

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance and Operation. During the term of this Installment Sale Agreement, the City shall, at its own expense, maintain, manage and operate the Project and all the improvements therein in good order, condition and repair, ordinary wear and tear excepted. The Seller shall not be responsible to provide security service, custodial service, janitor service, power, gas, telephone, light, heating, water, or any other public utility services. It is understood and agreed that in consideration of the payment by the City of the Installment Payments herein provided for, the Seller is only obligated to provide for the financing of the Project in the manner and to the extent herein provided, and neither the Lender nor the Originator shall have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Project during the term of this Installment Sale Agreement.

(b) Alterations. The City will not make any alterations, additions or improvements to the Project without Seller's prior written consent; provided, however, that if such alterations, additions or improvements shall not diminish the value or utility of the Project, or impair the condition thereof, below the value, utility or condition thereof immediately prior to such alteration, addition or improvement (assuming the Project was then of the value or utility and in the condition required to be maintained by the terms of this Installment Sale Agreement), such written consent shall not be unreasonably denied. All property incorporated or installed in or attached to or added to the Project, as the result of such alteration, addition or improvement shall, without further act, be subject to the Security Deed. The City may, at any time, remove and not replace such property, if no Default or Event of Default has occurred and is continuing and such property (i) is in addition to, and not in replacement of or substitution for, any property originally incorporated or installed in or attached to the Project on the date hereof or any part in replacement of, or substitution for, any such property, (ii) is not required to be incorporated or installed in or attached or added to the Project pursuant to this Section 5.1, and (iii) can be removed from the Project without diminishing or impairing the value, utility or condition which the Project would have had at such time had such alteration, addition or improvement not occurred.

(c) Liens and Taxes. The City shall keep the Project free and clear of all levies, liens, mortgages and encumbrances except for Permitted Encumbrances and those created under this Installment Sale Agreement, the Security Deed and the Transfer Agreement. The City shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the leasing, rental, sale, purchase, possession, ownership or use of the Project, whether imposed upon or payable by the Lender, the Originator or the City. If the City fails to pay said charges and taxes when due, the Seller shall have the right, but shall not be obligated, to pay said charges and taxes. If the Seller pays any charge or tax for which the City is responsible or liable

under this Installment Sale Agreement, the City shall reimburse the Seller therefor plus interest on any unreimbursed amounts from the date of payment by the Seller until the date of reimbursement.

Section 5.2. Insurance.

The City will, at its expense, maintain at all times during the Term, (i) fire, vandalism, malicious mischief, and extended coverage and property damage insurance with respect to the Project in an amount equal to the full insurable value of the Project, (ii) single limit comprehensive general liability insurance in an amount satisfactory to the Seller, and (iii) flood insurance (if applicable). All such insurance policies shall have deductible amounts acceptable to the Seller, and shall be issued by such insurers as the City shall deem appropriate and satisfactory to the Seller. If in furtherance of its obligation under the preceding sentence the City procures an insurance policy, or participates in an “interlocal risk management agency,” as such term is defined in O.C.G.A. Section 36-85-1, or causes the Project to be covered under an existing policy, each such insurance policy or pool will name the City as an insured and the Seller or their respective assigns as a loss payee, and will contain a clause requiring the insurer to give and the Seller at least thirty (30) days’ prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such insurance policies will be payable to the City, the Seller, or their respective assigns, as their interests may appear.

In the event of any loss, theft, destruction, damage, vandalism, injury or accident involving the Project or in the event that title to, or the temporary or permanent use of, the Project or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, prior to the payment of all the Installment Payments specified in the Installment Sale Agreement for the Project, the City will (i) promptly provide the Seller with written notice thereof, pay the net proceeds of the insurance or condemnation to the Escrow Agent for the Escrow Fund and make available to the Seller all information and documentation relating thereto, (ii) promptly requisition from the Escrow Fund and use the net insurance proceeds received in connection with such casualty if any, together with other funds (including the City’s own funds as described in this Section) (A) to repair or restore the Project to its condition prior to such casualty; or (B) to exercise its purchase option with respect to the Project under Section 4.5 hereof and (iii) promptly upon satisfaction of the requirement set forth in clause (ii)(A) above certify to the Seller in writing that any restored facility is as valuable as the Project. In the event of any loss, damage, theft, vandalism or destruction of the Project or any part thereof prior to the payment in full of the unpaid Installment Payments specified in the Installment Sale Agreement, and the proceeds of any insurance maintained hereunder are insufficient to repair or replace the Project so damaged, the City shall (i) exercise its purchase option under Section 4.5 hereof or (ii) fully repair the Project to its condition prior to such loss, theft, damage, vandalism or destruction or replace it using its own funds. The Seller shall not be responsible for the sufficiency of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise, or settlement of any loss agreed to by the Seller.

ARTICLE VI.

DISCLAIMER OF WARRANTIES; CERTAIN PAYMENT OBLIGATIONS

Section 6.1. Disclaimer of Warranties.

NEITHER THE ORIGINATOR NOR THE LENDER MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROJECT. In no event shall the Originator or the Lender be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Installment Sale Agreement for the existence, furnishing, functioning of the City's use and possession of the Project.

Section 6.2. City's Right to Enforce Warranties.

The Originator hereby irrevocably appoints the City its agent and attorney-in-fact during the Term of this Installment Sale Agreement, so long as the City shall not be in default hereunder and so long as there is no Event of Non-appropriation hereunder, to assert from time to time whatever claims and rights, including without limitation, warranty claims, claims for indemnification and claims for breach of any representations respecting the Project which the Seller may have against any vendor or contractor. The City's sole remedy for the breach of any such warranty, indemnification or representation shall be against the vendor or contractor with respect thereto, and not against the Seller, nor shall such matter have any effect whatsoever on the rights and obligations of the Seller with respect to this Installment Sale Agreement, including the right to receive full and timely Installment Payments and all other payments due hereunder. The City shall be entitled to retain any and all amounts recovered as a result of the assertion of any such claims and rights, provided, that the City shall apply such amounts as may be required to the repair of defects or omissions in the Project that occasioned such claims. The Seller shall, upon the City's request and at the City's expense, do all things and take all such actions as the City may request in connection with the assertion of any such claims and rights.

Section 6.3. Certain Payment Obligations.

To the extent permitted by law, the City shall and hereby agrees to pay to the Originator, the Escrow Agent, the Lender and any successors, assigns, directors, officers, agents or subrogees the amounts of any and all claims, losses, damages, actions, proceedings, expenses, or liabilities, including reasonable legal fees and expenses and court costs, arising out of or in connection with their services in assisting with the provision or financing of the Project, but not due to the gross negligence or wrongful acts of such parties or breach of their obligations hereunder, including but not limited to claims, losses, damages, actions, proceedings, expenses, or liabilities arising out of (i) the use, maintenance, condition or management of, the Project by the City, (ii) any breach or default on the part of the City in the performance of any of its obligations under this Installment Sale Agreement, (iii) any act or negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Project, (iv) any act or negligence of any assignee or sublessee of the City with respect to the Project, (v) the acquisition, construction, and installation of the Project or the authorization of payment of the costs thereof by the City, (vi) the breach by

the City of any representation or warranty of the City contained in this Installment Sale Agreement or made by the City in connection herewith, or (vii) their enforcing any covenants of the City in this Installment Sale Agreement.

In case any action is brought against any party that may be entitled to payment in connection with any matter contemplated under this Section 6.3, and it notifies the City of the commencement thereof, the City will be entitled to participate in, and, to the extent that it chooses to do so, to assume the defense thereof (including the employment of counsel), and the City shall assume the payment of all fees and expenses relating to such defense and shall have the right to negotiate and consent to settlement thereof. Notwithstanding the foregoing, if the defendants in any such action include such an indemnified party and the City, or include more than one indemnified party, and there are legal defenses available to such an indemnified party that are different from or additional to those available to the City or another defendant indemnified party, and which are likely to cause a conflict of interest between the City and such indemnified party, or between other defendant indemnified parties, such indemnified party shall have the right to employ separate counsel in such action (and the City shall not be entitled to assume the defense thereof on behalf of such indemnified party), and in such event the reasonable fees and expenses of such counsel shall be borne by the City. Nothing contained in this Section 6.3 shall preclude any indemnified party, at its own expense, if indemnity is available, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the City hereunder.

The provision of this Section 6.3 shall survive termination of this Installment Sale Agreement for any reason to the extent that the obligation arose during the Term hereof.

ARTICLE VII.

SUCCESSORS, ASSIGNMENT, PLEDGING, SALE AND AMENDMENT

Section 7.1. Assignment by the Originator.

Except for the absolute assignment to the Lender as provided herein, the Originator will not sell the Project and will not assign this Installment Sale Agreement, or its right to receive Installment Payments from the City, without an opinion of Bond Counsel to the effect that the proposed sale or assignment will not adversely affect the exclusion from gross income for federal income tax purposes of the Interest Payments and without the written consent of the Lender. In addition, no such other assignment or reassignment of the right to receive payments under this Installment Sale Agreement shall be effective unless and until the City shall have received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of each such assignee. The City hereby acknowledges receipt of the Transfer Agreement for purposes of this Section. During the term hereof, the City shall keep, or cause to be kept, a complete and accurate record of all such assignments and reassignments received in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder.

Upon the Originator's assignment of this Installment Sale Agreement to the Lender, all references herein to the Seller shall be deemed to be references to the Lender and the Lender shall have the right to proceed directly against the City for all payments due hereunder.

Section 7.2. Assignment and Sublease by the City.

Except with the consent of the Lender, this Installment Sale Agreement may not be assigned by the City, and the Originator may not sell, encumber or sublease the Project or enter into any rental agreement with respect thereto unless the Lender shall consent to such sale or sublease and the City shall deliver an opinion of Bond Counsel to the effect that such sale or sublease will not adversely affect the exclusion from gross income for federal income tax purposes of the Interest Payments.

ARTICLE VIII.

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined.

The following shall be “Events of Default” under this Installment Sale Agreement and the terms “Events of Default” and “Default” shall mean, whenever they are used in this Installment Sale Agreement, any one or more of the following events:

- (i) Failure by the City to make any payment required to be paid hereunder and to be received by the Seller on or before the date required for such payment.
- (ii) Failure by the City to observe and perform any of its obligations under Sections 4.6, 5.1 or 5.2 hereof.
- (iii) An Event of Non-appropriation.
- (iv) Failure by the City to observe and perform any other covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto, other than as referred to in clause (i) or (ii) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Seller.
- (v) Failure by the City generally to pay its debts as the same become due, or the subsection of any right or interest of the City under this Installment Sale Agreement to any execution, garnishment or attachment, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the filing of a petition applicable to the City in any insolvency proceedings.
- (vi) An event of default under the Security Deed.

Section 8.2. Remedies on Default and Non-appropriation.

Whenever any Event of Default referred to in Section 8.1 hereof shall have occurred and is continuing, or an Event of Non-appropriation shall have occurred, the Seller may take any one or more of the following remedial steps:

- (a) The Seller may declare all unpaid installments of amounts payable under Section 4.4(a) hereof through the last Installment Sale Year for which this Installment Sale Agreement has been renewed to be immediately due and payable, whereupon the same shall become immediately due and payable. If payments are accelerated pursuant to this Section 8.2(a), subject to the provisions of Section 4.4(d) hereof, the amount then due and payable by the City shall be the sum of (1) the aggregate unpaid Principal Payments due in the last Installment Sale Year for which this Installment Sale Agreement has been renewed, (2) the aggregate unpaid Interest Payments due in the last Installment Sale Year for which this Installment Sale Agreement has been renewed, (3)

any other amounts which may be owing to the Seller pursuant to this Installment Sale Agreement for the last Installment Sale Year for which this Installment Sale Agreement has been renewed;

(b) With or without terminating this Installment Sale Agreement, retake possession of the Project wherever situated, without any court order or other process of law and without liability for entering the premises, and lease, sublease, or make other disposition of the Project for use over a term in a commercially reasonable manner; provided that the City shall remain directly liable for the amount actually appropriated for the purchase or rental of the Project and unpaid by the City during the then current Installment Sale Year;

(c) The Seller may exercise its remedies under the Security Deed;

(d) The Seller may require the City to furnish copies of all books and records of the City pertaining to the Project; and

(e) The Seller may take whatever action at law or in equity which may appear necessary or desirable to collect the amounts due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Installment Sale Agreement.

NOTWITHSTANDING ANYTHING HEREIN OR IN THE OTHER DOCUMENTS OR CLOSING DOCUMENTS TO THE CONTRARY, THE LIABILITY OF ORIGINATOR WITH RESPECT TO ITS OBLIGATIONS HEREUNDER OR THEREUNDER SHALL BE LIMITED TO ITS INTEREST IN THE PROJECT, AND NO PERSONAL LIABILITY OR RESPONSIBILITY, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, IS ASSUMED BY ORIGINATOR, NOR SHALL ANY PERSONAL LIABILITY OR RESPONSIBILITY BE ASSERTED OR ENFORCEABLE AGAINST THE ORIGINATOR, ALL SUCH PERSONAL LIABILITY OR RESPONSIBILITY BEING HEREBY EXPRESSLY WAIVED BY THE CITY AND BEING EXPRESSLY WAIVED BY THE LENDER PURSUANT TO THE SECURITY DEED.

In the event that a Default or an Event of Default shall occur, the interest shall accrue on the outstanding principal balance and any other amounts owed hereunder at the "Prime Rate." The Prime Rate is the rate of interest so denominated and set by the Lender from time to time as an interest rate basis for borrowing. The Prime Rate is but one of several interest rate bases used by the Lender which lends at rates above and below the Prime Rate. For purposes of calculating the Prime Rate in connection with a Default or an Event of Default, such interest rate shall be adjusted automatically on the effective date of any change in the Prime Rate.

Section 8.3. Non-appropriation.

Upon an Event of Non-appropriation, the City shall not be obligated to make the Installment Payments and other payments provided for herein beyond the last day of the last Installment Sale Year for which this Installment Sale Agreement has been renewed.

Section 8.4. No Remedy Exclusion.

No remedy conferred herein upon or reserved to the Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Installment Sale Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Seller to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 8.5. Agreement to Pay Attorneys' Fees and Expenses.

In the event that the City should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the City contained herein, the City agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

Section 8.6. No Additional Waiver Implied by One Waiver.

In the event any agreement contained in this Installment Sale Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE IX.

MISCELLANEOUS

Section 9.1. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in certified form, postage prepaid, at the following addresses:

If to the City:	City of Dallas Dallas City Hall 129 East Memorial Drive Dallas, Georgia 30132 Attention: Mayor
with a copy to:	Darrin Keaton, City Attorney 129 East Memorial Drive Dallas, Georgia 30132
If to the Originator:	Georgia Municipal Association, Inc. 201 Pryor Street Atlanta, Georgia 30303 Attention: Director, Financial and Operational Services
with a copy to:	Counsel to Georgia Municipal Association, Inc. 201 Pryor Street Atlanta, Georgia 30303 Attention: Rusi Patel, Esq.
If to the Lender:	Westside Bank 56 Hiram Drive Hiram, Georgia 30141 Attention: Ford Thigpen

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 9.2. Binding Effect.

This Installment Sale Agreement shall inure to the benefit of and shall be binding upon the Seller and the City and their respective successors and the assigns of Seller.

Section 9.3. Severability.

In the event any provision of this Installment Sale Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4. Amendments, Changes and Modifications.

This Installment Sale Agreement may not be amended or any of its terms modified without the written consent of the Lender.

Section 9.5. Further Assurances and Corrective Instruments.

The Seller and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto or to the Security Deed and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby agreed to be sold or intended so to be or for carrying out the expressed intention of this Installment Sale Agreement.

Section 9.6. Execution in Counterparts.

This Installment Sale Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 9.7. Applicable Law.

This Installment Sale Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.8. Survival.

The provisions of this Installment Sale Agreement shall survive the Closing Date and the transfer and sale of the Project.

Section 9.9. Security Agreement.

The City hereby grants the Seller a security interest in its rights under this Installment Sale Agreement and the architect contracts and construction contracts relating to the Project. Upon an Event of Default or any Event of Non-appropriation (but only upon such events), the Lender shall be entitled to exercise the City's rights under this Installment Sale Agreement.

Section 9.10. Limited Liability.

Notwithstanding anything herein or in the Security Deed, Transfer Agreement, Environmental Agreement or closing documents to the contrary, the liability of Seller and Lender with respect to their obligations hereunder or thereunder shall be limited to their interest in the Project, and no personal liability, whether express, implied, or arising by operation of law, is assumed by Seller and Lender, nor shall any personal liability or responsibility be asserted or

enforceable against Seller and Lender, all such personal liability or responsibility being hereby expressly waived by City.

IN WITNESS WHEREOF, the City and the Originator have caused this Installment Sale Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

Signed, sealed and delivered
in the presence of:

GEORGIA MUNICIPAL ASSOCIATION, INC.

Unofficial Witness

By: _____
Executive Director

Notary Public

[SEAL]

My Commission Expires:

Attest:

[NOTARIAL SEAL]

By: _____
Name: Darin Jenkins
Title: Director, Corporate Engagement

Signed, sealed and delivered
in the presence of:

CITY OF DALLAS, GEORGIA

Unofficial Witness

By: _____
Mayor

Notary Public

[SEAL]

My Commission Expires:

Attest:

[NOTARIAL SEAL]

By: _____
Clerk

EXHIBIT A

SCHEDULE 1

BASIC TERMS:

INSTALLMENT SALE AMOUNT: \$2,205,000

INTEREST RATE: 3.50%*

* Based upon a 360-day year comprised of twelve thirty-day months.

SCHEDULE 2

INSTALLMENT PAYMENT AMOUNTS

[See Attached]

EXHIBIT B

DESCRIPTION OF PROPERTY

All that tract or parcel of land lying in Land Lot 275, 2nd District, 3rd Section, Paulding County, Georgia, being situated within the city limits of Dallas, Georgia and being more particularly described as follows:

Commencing at a point, said point being the intersection of the rights-of-way of the southerly margin of West Memorial Drive and the westerly margin of Main Street if the straight tangents of said margins were extended to an intersection point; Thence from afore described intersection point, South 16 degrees 21 minutes 30 seconds East, a distance of 97.47 feet to a point on the westerly margin of Main Street and the TRUE POINT OF BEGINNING; Thence continuing South 16 degrees 21 minutes 30 seconds East, a distance of 78.62 feet to a point; Thence leaving said westerly margin of Main Street and running South 75 degrees 33 minutes 47 seconds West, a distance of 118.73 feet to a point; Thence North 13 degrees 54 minutes 29 seconds West, a distance of 173.39 feet to a point on the southerly margin of West Memorial Drive; Thence running along the southerly margin of West Memorial Drive and the westerly margin of Main Street the following courses and distances: North 74 degrees 13 minutes 22 seconds East, a distance of 32.45 feet to a point; Thence running along a curve to the right an arc distance of 31.06 feet (said arc being subtended by a chord with a bearing of North 79 degrees 10 minutes 32 seconds East, a chord distance of 31.01 feet and having a radius distance of 152.11 feet) to a point; Thence running along a curve to the right an arc distance of 22.68 feet (said arc being subtended by a chord with a bearing of South 83 degrees 51 minutes 47 seconds East, a chord distance of 22.53 feet and having a radius distance of 57.22 feet) to a point; Thence running along a curve to the right an arc distance of 18.91 feet (said arc being subtended by a chord with a bearing of South 63 degrees 17 minutes 30 seconds East, a chord distance of 18.82 feet and having a radius distance of 56.20 feet) to a point; Thence running along a curve to the right an arc distance of 17.52 feet (said arc being subtended by a chord with a bearing of South 42 degrees 17 minutes 41 seconds East, a chord distance of 17.48 feet and having a radius distance of 67.98 feet) to a point; Thence running along a curve to the right an arc distance of 27.60 feet (said arc being subtended by a chord with a bearing of South 26 degrees 49 minutes 19 seconds East, a chord distance of 27.56 feet and having a radius distance of 149.99 feet) to a point; Thence running along a curve to the right an arc distance of 31.02 feet (said arc being subtended by a chord with a bearing of South 17 degrees 39 minutes 48 seconds East, a chord distance of 31.00 feet and having a radius distance of 247.98 feet) to a point and the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 0.440 acres and being more fully shown on that certain survey for The City of Dallas, Georgia as prepared by Carlton Rakestraw & Associates and dated June 20, 2023.

EXHIBIT C

DESCRIPTION OF FACILITIES

The Facilities will consist of the following:

The existing city hall of the City including the renovations made thereto to be financed with the proceeds of this Installment Sale Agreement.

EXHIBIT D

CERTIFICATE OF APPROPRIATION

Re: Installment Sale Agreement, dated as of July 25, 2023 (the “Installment Sale Agreement”) between City of Dallas, Georgia and Georgia Municipal Association, Inc.

The undersigned officers of City of Dallas, Georgia (the “City”) hereby certify that the Minimum Annual Appropriated Amount for the current fiscal year, that is, Installment Payments of \$_____, (as such terms are defined in the referenced Installment Sale Agreement), are within such City’s operating budget or budgets for the fiscal year ending June 30, 20____, and an appropriation of funds for such fiscal year has been made and is available therefor.

Dated: _____

CITY OF DALLAS, GEORGIA

By: _____
Mayor

By: _____
Clerk

EXHIBIT E

FORM OF REQUISITION

In accordance with the terms of the Installment Sale Agreement, dated as of July 25, 2023 (the "Installment Sale Agreement"), between City of Dallas, Georgia (the "City") and Georgia Municipal Association, Inc., the undersigned hereby requests that [ESCROW AGENT], as Escrow Agent (the "Escrow Agent") pay the following persons the following amounts from the Escrow Fund created under the Installment Sale Agreement (the "Escrow Fund") for the following purposes.

<u>Payee's Name and Address</u>	<u>Invoice Number</u>	<u>Dollar Amount</u>	<u>Purpose</u>
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The undersigned hereby certifies as follows:

(i) Insofar as such obligation was incurred for work, material, supplies or equipment in connection with the Project, such work was actually performed, or such material, supplies or equipment was actually installed in or about the Project was delivered at the site of the work for that purpose.

(ii) An obligation in the stated amount has been incurred by the City, and the same is a proper charge against the City's Escrow Fund and has not been paid. The bill, invoice or statement of account for such obligation, or a copy thereof, is on file with the City.

(iii) The undersigned, as Authorized City Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

This requisition contains no item representing payment on account, or any retained percentages which the City is, at the date hereof, entitled to retain.

(iv) The Project is insured in accordance with the Installment Sale Agreement.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

Dated: _____

CITY OF DALLAS, GEORGIA

By: _____
Kendall Smith, City Manager and Authorized
City Representative