
Urban Redevelopment Agency of the City of Forest Park

\$9,590,000
Revenue Bond (City of Forest Park, Georgia Projects), Series 2021A

\$32,520,000
Revenue Bond (City of Forest Park, Georgia Projects), Series 2021B

BOND PURCHASE AGREEMENT

Dated May ___, 2021

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URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK
Forest Park, Georgia

BOND PURCHASE AGREEMENT

May ____, 2021

Truist Bank
Atlanta, Georgia

Ladies and Gentlemen:

The Urban Redevelopment Agency of the City of Forest Park (the “**Issuer**”), a public corporation created and existing under the laws of the State of Georgia, agrees with you, Truist Bank, a banking corporation organized and existing under the laws of the State of North Carolina, as follows:

SECTION 1. ISSUANCE OF THE BONDS.

Section 1.1. Authorization of the Bonds. The Issuer has duly authorized the issuance and sale of (1) \$9,590,000 in original principal amount of its Revenue Bond (City of Forest Park, Georgia Projects), Series 2021A (the “**Series 2021A Bond**,” such term to include any such bond issued in substitution therefor pursuant to Section 10 of this Agreement) and (2) \$32,520,000 in original principal amount of its Revenue Bond (City of Forest Park, Georgia Projects), Series 2021B (the “**Series 2021B Bond**,” such term to include any such bond issued in substitution therefor pursuant to Section 10 of this Agreement). The Series 2021A Bond and the Series 2021B Bond (each a “**Bond**” and collectively the “**Bonds**”) shall be substantially in the form set out in Exhibit A, with such changes therefrom, if any, as may be approved by you and the Issuer. Certain capitalized terms used in this Agreement are defined in Section 17 of this Agreement; references to an “**Exhibit**” are, unless otherwise specified, to an Exhibit attached to this Agreement.

Section 1.2. Terms of the Series 2021A Bond. The Series 2021A Bond shall be dated the date of the Closing and shall be designated “Urban Redevelopment Agency of the City of Forest Park Revenue Bond (City of Forest Park, Georgia Projects), Series 2021A.” The Series 2021A Bond shall be issued as a single, fully registered bond without coupons in the principal amount of \$9,590,000 and shall be numbered RA-1.

The Series 2021A Bond shall bear interest from the dates advances are made under this Agreement on the outstanding principal amount thereof at the rate of 1.20% per annum, computed on the basis of a 360-day year consisting of twelve 30-day months.

Interest on the Series 2021A Bond shall be payable on September 1, 2021 and semi-annually thereafter on March 1 and September 1 of each year. Principal of the Series 2021A Bond shall be payable, without option of prior redemption, on March 1, in the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2022	\$1,565,000	2025	\$1,605,000
2023	1,565,000	2026	1,625,000
2024	1,585,000	2027	1,645,000

Upon the occurrence of a Determination of Taxability, the interest rate per annum borne by the Series 2021A Bond shall be increased to the rate of 1.52% per annum (computed on the basis of a 360-day year consisting of twelve 30-day months) as of, from, and after the Date of Taxability. An amount equal to the difference between the interest paid on the Series 2021A Bond at the rate per annum of 1.20% during the Inclusion Period and the interest that would have accrued on the Series 2021A Bond during the Inclusion Period had the interest rate on the Series 2021A Bond during the Inclusion Period been equal to the rate per annum of 1.52%, which amount shall be owed retroactively on the Series 2021A Bond as a result of the occurrence of a Determination of Taxability, shall be payable by the Issuer thirty (30) days after the date of the Determination of Taxability, and shall be apportioned among each Bondholder during the Inclusion Period according to the ratio of the number of days it was a Bondholder during the Inclusion Period to the total number of days within the Inclusion Period. Retroactive interest payable on the Series 2021A Bond as a result of the occurrence of a Determination of Taxability shall be paid by check or draft mailed to each Bondholder during the Inclusion Period at its address as it appears on the registration books of the Issuer. Upon an increase in the interest rate on the Series 2021A Bond caused by the occurrence of a Determination of Taxability, such fact shall be clearly marked on the face of the Series 2021A Bond, together with the fact that a Determination of Taxability has occurred.

The Series 2021A Bond shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the rate per annum of 18%.

Section 1.3. Terms of the Series 2021B Bond. The Series 2021B Bond shall be dated the date of the Closing and shall be designated “Urban Redevelopment Agency of the City of Forest Park Revenue Bond (City of Forest Park, Georgia Projects), Series 2021B.” The Series 2021B Bond shall be issued as a single, fully registered bond without coupons in the principal amount of \$32,520,000 and shall be numbered RB-1.

The Series 2021B Bond shall bear interest from the dates advances are made under this Agreement on the outstanding principal amount thereof at the rate of 2.55% per annum, computed on the basis of a 360-day year consisting of twelve 30-day months.

Interest on the Series 2021B Bond shall be payable on September 1, 2021 and semi-annually thereafter on March 1 and September 1 of each year. Principal of the Series 2021B Bond shall be payable on March 1, in the years and in the amounts as follows, unless earlier called for redemption:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2022	\$1,260,000	2030	\$ 1,550,000
2023	1,295,000	2031	1,590,000
2024	1,330,000	2032	1,630,000
2025	1,360,000	2033	1,670,000
2026	1,400,000	2034	1,715,000
2027	1,435,000	2035	1,760,000
2028	1,470,000	2036	11,545,000
2029	1,510,000		

Upon the occurrence of a Determination of Taxability, the interest rate per annum borne by the Series 2021B Bond shall be increased to the rate of 3.23% per annum (computed on the basis of a 360-day year consisting of twelve 30 day months) as of, from, and after the Date of Taxability. An amount equal to the difference between the interest paid on the Series 2021B Bond at the rate per annum of 2.55% during the Inclusion Period and the interest that would have accrued on the Series 2021B Bond during the Inclusion Period had the interest rate on the Series 2021B Bond during the Inclusion Period been equal to the rate per annum of 3.23%, which amount shall be owed retroactively on the Series 2021B Bond as a result of the occurrence of a Determination of Taxability, shall be payable by the Issuer thirty (30) days after the date of the Determination of Taxability, and shall be apportioned among each Bondholder during the Inclusion Period according to the ratio of the number of days it was a Bondholder during the Inclusion Period to the total number of days within the Inclusion Period. Retroactive interest payable on the Series 2021B Bond as a result of the occurrence of a Determination of Taxability shall be paid by check or draft mailed to each Bondholder during the Inclusion Period at its address as it appears on the registration books of the Issuer. Upon an increase in the interest rate on the Series 2021B Bond caused by the occurrence of a Determination of Taxability, such fact shall be clearly marked on the face of the Series 2021B Bond, together with the fact that a Determination of Taxability has occurred.

The Series 2021B Bond shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the rate per annum of 18%.

Section 1.4. Security for the Bonds. Contemporaneously with the issuance of the Bonds, as security for the payment of the Bonds, the Issuer shall execute and deliver the Assignment.

Section 1.5. Limited Obligations. The Bonds and the Issuer's other obligations under the Bond Documents shall be special or limited and not general obligations of the Issuer giving rise to no pecuniary liability of the Issuer, shall be payable solely from the Security, and shall be valid claims of the Bondholder only against the Security, which Security is hereby again specifically pledged and assigned for the payment of the Bonds and the Issuer's other obligations under the Bond Documents and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and the Issuer's other obligations under the Bond Documents, except as may be otherwise expressly authorized in the Bond Documents. The Bonds shall not constitute general or moral obligations of the City of Forest Park, Georgia nor a debt, indebtedness, or obligation of, or a pledge of the faith and credit or taxing power of, the City of Forest Park, Georgia or the State of Georgia or any political subdivision thereof, within the meaning of any constitutional or statutory

debt limitation whatsoever. Neither the faith and credit nor the taxing power of the State of Georgia, the City of Forest Park, Georgia, or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Issuer has no taxing power. Neither the members of the Governing Body nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

SECTION 2. SALE AND PURCHASE OF THE BONDS; ADVANCES.

Subject to the terms and conditions of this Agreement, the Issuer shall issue and sell to you and you shall purchase from the Issuer, at the Closing provided for in Section 3, the Bonds at the purchase price of 100% of the principal amount thereof. You shall pay the purchase price of each Bond by making advances to the Issuer, from time to time on or prior to May ___, 2021, at the request of the Issuer, up to 100% of the principal amount of such Bond. All advances shall be immediately deposited in the Projects Fund and shall be held, invested, and disbursed as provided in this Agreement. The purchase price of each Bond may be disbursed in one or more advances, not to exceed four advances, but your obligation to pay the purchase price of each Bond shall be reduced by each advance hereunder, and any purchase price advanced hereunder may not be repaid and then re-advanced hereunder. No advance shall be requested or made in an amount less than \$250,000. Your obligation hereunder to make advances of the purchase price of each Bond shall expire on May ___, 2021. All advances by you of purchase price of each Bond under this Agreement shall constitute principal advanced under such Bond, shall bear interest at the rate provided in Section 1.2 or Section 1.3, as applicable, from the dates of the advances until paid, and shall be secured as provided in Section 1.4. All of your rights under each Bond and the Bond Documents shall continue in full force and effect with respect to all such advances.

The principal represented by all advances of purchase price of each Bond hereunder, including the date and amount of principal represented by each advance, shall be endorsed by you on the Schedule of Advances attached to such Bond; provided, however, that any failure by you to endorse such information on such Schedule or any error therein shall not in any manner affect the obligation of the Issuer to make payments of principal and interest in accordance with the terms of such Bond. The Issuer hereby irrevocably authorizes and directs you to enter on the Schedule of Advances attached to each Bond the date and amount of principal represented by each advance of purchase price of such Bond.

SECTION 3. CLOSING.

The sale and purchase of the Bonds shall occur at the offices of the Issuer, 745 Forest Parkway, Forest Park, Georgia, at 10:00 a.m., local time, at a closing (the "Closing") on May ___, 2021, or on such other Business Day thereafter on or prior to May 31, 2021 as may be agreed upon by the Issuer and you and the Purchaser. At the Closing the Issuer shall deliver to you (1) the Series 2021A Bond duly executed in the form of a single, fully registered bond without coupons in a denomination of \$9,590,000 and (2) the Series 2021B Bond duly executed in the form of a single, fully registered bond without coupons in a denomination of \$32,520,000, each dated the date of the Closing and registered in your name (or in the name of your nominee), against delivery by you to the Issuer or its order of immediately available funds in the amount of the initial advance of the purchase price therefor, which shall be immediately deposited in the Projects Fund. If at the Closing the Issuer shall fail to tender the Bonds to you as provided above in this Section 3, or any of the

conditions specified in Section 4 shall not have been fulfilled to your satisfaction, you shall, at your election, be relieved of all further obligations under this Agreement, without thereby waiving any rights you may have by reason of such failure or such nonfulfillment.

SECTION 4. CONDITIONS TO CLOSING.

Your obligation to purchase and pay for the Bonds at the Closing is subject to the fulfillment to your satisfaction, prior to or at the Closing, of the following conditions:

Section 4.1. Representations and Warranties. The representations and warranties of the Issuer and the Purchaser in the Contract shall be correct when made and at the time of the Closing.

Section 4.2. Performance; No Default. The Issuer and the Purchaser shall have performed and complied with all agreements and conditions contained in the Bond Documents required to be performed or complied with by them prior to or at the Closing, and after giving effect to the issue and sale of the Bonds (and the application of the proceeds thereof as contemplated by this Agreement) no Default or Event of Default under this Agreement or the Contract shall have occurred and be continuing.

Section 4.3. Compliance Certificates. (a) Issuer's Certificate. The Issuer shall have delivered to you a closing certificate, dated the date of the Closing, (i) incorporating a copy of the Bond Resolution, certified by the Secretary or the Assistant Secretary of the Issuer, and (ii) certifying that the conditions applicable to the Issuer specified in Sections 4.1 and 4.2 have been fulfilled.

(b) Purchaser's Certificate. The Purchaser shall have delivered to you a closing certificate, dated the date of the Closing, (i) incorporating copies of the resolutions of the City Council of the Purchaser (A) declaring the necessity of the Purchaser to exercise powers under the Urban Redevelopment Law, (B) designating the area encompassing the Premises as an urban redevelopment area, (C) approving the urban redevelopment plan for the Projects, (D) activating the Issuer, and (E) authorizing and approving the execution and delivery of the Contract and all other documents to be delivered by the Purchaser in connection with the transactions contemplated by such instruments, each certified by the City Clerk of the Purchaser, and (ii) certifying that the conditions applicable to the Purchaser specified in Sections 4.1 and 4.2 have been fulfilled.

Section 4.4. Opinions of Counsel. You shall have received opinions in form and substance satisfactory to you, dated the date of the Closing, (a) from Thompson O'Brien Kemp & Nasuti, P.C., counsel for the Issuer, substantially in the form set forth in Exhibit B, (b) from Thompson O'Brien Kemp & Nasuti, P.C., counsel for the Purchaser, substantially in the form set forth in Exhibit C, and (c) from Nelson Mullins Riley & Scarborough LLP, Bond Counsel, substantially in the form set forth in Exhibit D, each opinion covering such other matters incident to the transactions contemplated hereby as you or your counsel may reasonably request.

Section 4.5. Purchase Permitted By Applicable Law, etc. On the date of the Closing, your purchase of the Bonds shall (i) be permitted by the laws and regulations of each jurisdiction to which you are subject; (ii) not violate any applicable law or regulation (including, without limitation, Regulation G, T, or X of the Board of Governors of the Federal Reserve System); and (iii) not

subject you to any tax, penalty, or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof.

Section 4.6. Security Documents. You shall have received in form and substance satisfactory to you original duly executed counterparts of the Contract and the Assignment.

Section 4.7. Lien Documents. You shall have received in form and substance satisfactory to you (a) evidence to the effect that all appropriate filings and other steps then necessary for perfection of the liens and security interests created by the Assignment and in the Security, as against third party creditors of and purchasers for value in good faith from the Issuer have been taken, and (b) certified copies of Requests for Information or Copies (Form UCC-11), or equivalent reports, listing all effective financing statements that name the Issuer as debtor and that are filed in Clayton County, Georgia, together with copies of such financing statements, none of which shall cover the collateral purported to be covered by the Assignment, except as shall be terminated on the date of the Closing.

Section 4.8. Validation Order. You shall have received a certified copy of an order of the Superior Court of Clayton County, Georgia validating and confirming the Bonds and the security therefor.

Section 4.9. Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated by this Agreement and the other Bond Documents and all documents and instruments incident to such transactions shall be satisfactory to you and your counsel, and you and your counsel shall have received all such counterpart originals or certified or other copies of such documents and instruments as you or they may reasonably request.

SECTION 5. PROJECTS FUND.

Section 5.1. Creation of the Projects Fund. There is hereby created by the Issuer and ordered established with the Depository a trust fund in the name of the Issuer to be designated the "Projects Fund." All advances of purchase price of the Bonds shall be immediately deposited into the Projects Fund.

The Issuer hereby grants a security interest in the moneys and investments in the Projects Fund held by the Depository for the benefit of the Bondholder, and this Agreement shall be deemed a security agreement with respect to the security interest so created. The Depository shall be deemed to be (1) the secured party under the Uniform Commercial Code of Georgia, as representative of the Bondholder, or (2) a bailee, which under the Uniform Commercial Code of Georgia holds collateral for the benefit of the Bondholder as secured party, in either case with an obligation to use moneys in the Projects Fund solely as provided herein. Upon the occurrence of an Event of Default under this Agreement, the Depository shall, upon the written direction of the Bondholder, apply all moneys in the Projects Fund to the payment of the amounts due on the Bonds, and for no other purpose. Any such application shall reduce and discharge the amount then due and payable on the Bonds to the extent of such application. The Depository shall promptly notify the Purchaser and the Issuer of the amount of such reduction.

Section 5.2. Disbursements. Moneys in the Projects Fund shall be expended in accordance with the provisions of the Contract, particularly Sections 4.03 and 4.04 thereof. The

Depository is hereby authorized and directed to issue its checks for, or to pay by wire transfer, each disbursement required by the aforesaid provisions of the Contract. The Depository shall keep and maintain adequate records pertaining to the Projects Fund and all disbursements therefrom, and the Depository shall, if requested by the Purchaser, file an accounting thereof with the Issuer and the Purchaser.

Section 5.3. Investments. The Depository shall invest and reinvest any moneys held in the Projects Fund at the written direction of the Purchaser as provided in the Contract, particularly Section 4.10 thereof. The Depository shall not be required to invest or reinvest any moneys in the Projects Fund or any earnings therefrom unless directed in writing by the Purchaser. The Depository shall not be liable for interest upon any moneys held in the Projects Fund during any period of time that such moneys are uninvested. Such investments shall be held by or under the control of the Depository and shall be deemed at all times a part of the Projects Fund, and the interest accruing thereon and any profit realized therefrom shall be credited as set forth below, and any loss therefrom shall be charged against the Projects Fund. The Depository is directed to sell and convert to cash a sufficient amount of such investments whenever the cash held in the Projects Fund is insufficient for the uses prescribed for moneys held in the Projects Fund. Neither the Depository nor the Issuer shall be liable or responsible for any loss resulting from any such investment or resulting from the redemption or sale of any such investment as herein authorized.

In computing the assets of the Projects Fund, investments and accrued interest thereon shall be deemed a part thereof. Such investments shall be valued at the face value or the cost thereof, whichever is lower. Moneys in the Projects Fund shall be invested only in obligations maturing or redeemable at the option of the holder in such amounts and on such dates as may be necessary to provide moneys to meet the payments from such fund. Interest and profits from the investment of moneys held in the Projects Fund shall be retained in the Projects Fund.

Section 5.4. Depository. Truist Bank, _____, Georgia, is hereby designated as Depository of the Projects Fund. The Issuer and the Bondholder may, from time to time, with the prior written consent of the Purchaser, designate a successor Depository; provided, that any such successor Depository shall be a bank or trust company having trust powers, shall be duly authorized to exercise trust powers in the State, and shall have an unimpaired capital and surplus of not less than \$20,000,000. All moneys received by the Depository under this Agreement shall, until used or applied as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Agreement or by law. In making any disbursement or payment from the Projects Fund as provided herein, the Depository may rely upon all requisitions, certificates, and other items submitted to it pursuant to this Agreement, and the Depository shall be relieved of all liability with respect to disbursements or payments made in accordance with this Agreement. The Depository shall be protected in acting upon any requisition, certificate, or other item believed to be genuine and correct and to have been signed or sent by the proper person or persons.

The duties of the Depository hereunder shall be entirely administrative and not discretionary. The Depository shall be obligated to act only in accordance with written directions or written instructions received by it as provided in this Agreement. The Issuer hereby waives any suit, claim, demand, or cause of action of any kind, which it may have or may assert against the Depository arising out of or relating to the execution or performance by the Depository of this Agreement,

unless such suit, claim, demand, or cause of action is based upon the negligence or willful misconduct of the Depository.

SECTION 6. REPRESENTATIONS OF THE BOND BUYER.

You represent that you are purchasing the Bonds for your own account or for one or more separate accounts maintained by you for investment purposes or for your loan portfolio and not with a present view to the distribution thereof, provided that the disposition of your property shall at all times be within your control. You agree (1) to execute and deliver to the Issuer and the Purchaser an Investment Letter substantially in the form attached hereto as Exhibit E, at or prior to the Closing, and (2) that the Bonds may not be resold, except as provided in Section 16, unless the purchaser of the Bonds executes and delivers to the Issuer and the Purchaser an Investment Letter substantially in the form attached hereto as Exhibit E, at or prior to such resale.

SECTION 7. REDEMPTION OF THE BONDS.

Section 7.1. Redemption at Option of Issuer. (a) The Series 2021A Bond shall not be subject to optional redemption prior to maturity. The Series 2021B Bond shall be subject to optional redemption by the Issuer upon the written request of the Purchaser prior to March 1, 2026, in whole or in part on any Business Day, and if in part in amounts not less than \$10,000, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date and plus premium calculated as provided in Section 7.1(b), unless the aggregate principal amount of the Series 2021B Bond that has been and is being redeemed to such redemption date during any calendar year is less than fifteen percent (15%) of the unpaid principal amount of the Series 2021B Bond as of January 1 of such calendar year, in which event no premium or penalty shall be payable with respect to such redemption of the Series 2021B Bond. The Series 2021B Bond shall be subject to optional redemption on or after (but not earlier than) March 1, 2026 by the Issuer upon the written request of the Purchaser prior to maturity, in whole or in part on any Business Day, and if in part in amounts not less than \$10,000, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date, but without premium or penalty. As a condition precedent to each optional redemption under this Section 7.1, the Bondholder shall receive written notice of such optional redemption not less than two Business Days and not more than 60 days prior to the date fixed for such redemption. Each such notice shall specify the date of redemption, the principal amount of the Series 2021B Bond to be redeemed on such date, and the accrued interest and premium (if the same can be calculated) to be paid on the redemption date with respect to the principal amount being redeemed.

(b) The premium payable pursuant to Section 7.1(a) shall be equal to the present value of the difference between (1) the amount that would have been realized by the Bondholder on the prepaid amount for the remaining term of the Series 2021B Bond at the Federal Reserve H.15 Statistical Release rate for fixed-rate payers in interest rate swaps for a term corresponding to the term of the Series 2021B Bond, interpolated to the nearest month, if necessary, that was in effect three Business Days prior to the issuance date of the Series 2021B Bond, and (2) the amount that would be realized by the Bondholder by reinvesting such prepaid funds for the remaining term of the Series 2021B Bond at the Federal Reserve H.15 Statistical Release rate for fixed-rate payers in interest rate swaps, interpolated to the nearest month, that was in effect three Business Days prior to the redemption

date; discounted at the same interest rate utilized in determining the applicable amount in clause (2). Should the present value have no value or a negative value, the Issuer may redeem the Series 2021B Bond with no additional fee or redemption premium. Should the Federal Reserve no longer release rates for fixed-rate payers in interest rate swaps, the Bondholder may substitute the Federal Reserve H.15 Statistical Release with another similar index. The Bondholder shall provide the Issuer and the Purchaser with a written statement explaining the calculation of the premium due, which statement shall, in absence of manifest error, be conclusive and binding. The application of such fee or redemption premium is not intended to, and shall not be deemed to be, an increase in the interest rate on the Series 2021B Bond.

Section 7.2. Partial Redemption. Any partial redemptions of the Series 2021B Bond shall be applied to the periodic principal payments due on the Series 2021B Bond in the inverse order of their maturities.

Section 7.3. Maturity. In the case of each redemption of the Series 2021B Bond pursuant to this Section 7, the principal amount of the Series 2021B Bond to be redeemed shall mature and become due and payable on the date fixed for such redemption, together with interest on such principal amount accrued to such date and the applicable premium, if any. From and after such date, unless the Issuer shall fail to pay such principal amount when so due and payable, together with the interest and premium, if any, as aforesaid, interest on such principal amount shall cease to accrue.

SECTION 8. COVENANTS.

Section 8.1. Payment of Principal, Interest, and Premium. The Issuer covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on the Bonds at the place, on the dates, and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, but solely from the Security. The principal of, premium, if any, and interest on the Bonds are payable solely from the Security, which Security is hereby specifically pledged to the payment thereof in the manner and to the extent specified in the Assignment and this Agreement, and nothing in the Bonds or in this Agreement shall be construed as pledging any other funds or assets of the Issuer.

Section 8.2. Performance of Covenants; Authority of the Issuer. The Issuer covenants that it shall faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the Bond Documents, in the Bonds, and in all proceedings pertaining thereto. The Issuer represents that it is duly authorized under the Constitution and statutes of the State, including particularly the Urban Redevelopment Law, to issue the Bonds and to execute this Agreement, and to pledge the Security pledged in the manner and to the extent set forth in the Assignment, that all action required on its part for the issuance of the Bonds and the execution and delivery of this Agreement have been duly and effectively taken, and that the Bonds in the hands of the Bondholder are and will be the valid and enforceable obligations of the Issuer according to the import thereof.

Section 8.3. Instruments of Further Assurance. The Issuer agrees that the Bondholder may defend its rights to the payments and other amounts due under the Contract against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered such

agreements and such further acts, instruments, and transfers as the Bondholder may reasonably require for the better assuring, transferring, conveying, pledging, assigning, and confirming unto the Bondholder the Security. The Issuer covenants and agrees that, except as herein and in the Assignment provided, it has not and will not sell, transfer, convey, assign, pledge, encumber, grant a security interest in, or otherwise dispose of, or create or suffer to be created any lien, encumbrance, security interest, or charge upon, any part of the Security or the income and revenues therefrom or of its rights under the Contract, or enter into any contract or take any action by which the rights of the Bondholder may be impaired.

Section 8.4. Inspection of Books Relating to Projects. The Issuer covenants and agrees that all books and documents in its possession relating to the Projects and the income and revenues derived from the Projects shall at all reasonable times be open to inspection by such employees, accountants, or other agents as the Bondholder may from time to time designate.

Section 8.5. Rights Under and Possession of the Contract. The Contract, a duly executed original or counterpart of which has been filed with you, sets forth the covenants and obligations of the Issuer and the Purchaser, including provisions that subsequent to the initial issuance of the Bonds and prior to their payment in full, the Contract may not be effectively amended, changed, modified, altered, or terminated (other than as provided therein) without the written consent of the Bondholder, and reference is hereby made to the Contract for a detailed statement of such covenants and obligations of the Purchaser under the Contract, and the Bondholder in its own name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Purchaser under and pursuant to the Contract, whether or not the Issuer is in default hereunder.

So long as either Bond remains unpaid, and for such longer period when required by the Bond Documents, the Issuer shall faithfully and punctually perform and observe all obligations and undertakings on its part to be performed and observed under the Contract. The Issuer covenants to maintain, at all times, the validity and effectiveness of the Contract and (except as expressly permitted thereby) shall take no action, shall permit no action to be taken by others, and shall not omit to take any action or permit others to omit to take any action, which action or omission might release the Purchaser from its liabilities or obligations under the Contract or result in the surrender, termination, amendment, or modification of, or impair the validity of, the Contract.

The Issuer covenants to diligently enforce all covenants, undertakings, and obligations of the Purchaser under the Contract, and the Issuer hereby authorizes and directs the Bondholder to enforce any and all of the Issuer's rights under the Contract on behalf of the Issuer.

Section 8.6. Recording and Filing. The security interest of the Bondholder created by the Assignment shall be perfected by the filing of financing statements required to be filed pursuant to the State of Georgia Uniform Commercial Code, by the taking of possession of appropriate collateral, or by establishing control of any deposit account or securities account constituting Security pursuant to the State of Georgia Uniform Commercial Code. Such financing or continuation statements shall be filed from time to time, and the appropriate parties shall take or maintain possession or control of appropriate collateral, as is necessary to preserve the security interest of the Assignment.

Section 8.7. Maintenance of Existence; Compliance with Laws. The Issuer shall at all times maintain its corporate existence or assure the assumption of its obligations under the Bond Documents by any other entity succeeding to its powers. The Issuer shall comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body known to it to be applicable to the Bond Documents.

SECTION 9. EVENTS OF DEFAULT AND REMEDIES.

Section 9.1. Events of Default. (a) If any of the following events occur, it is hereby defined as and declared to be and to constitute a default and an “**Event of Default**”:

(1) default in the due and punctual payment of any interest on either Bond;

(2) default in the due and punctual payment of any principal of either Bond (or premium thereon, if any), whether at the stated maturity thereof, on any principal payment date, or upon proceedings for redemption thereof;

(3) any material breach by the Issuer of any representation or warranty made in any Bond Document or default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Issuer in any Bond Document or in either Bond contained, subject to the provisions of subsection (b) of this Section 9.1;

(4) the issuance of an order of relief by the Bankruptcy Court of the United States District Court having valid jurisdiction, granting the Issuer relief under federal bankruptcy law, or the issuance by any other court having valid jurisdiction of an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Issuer or any substantial part of its property, affairs, or assets, and the continuance of any such decree or order unstayed and in effect for a period of sixty consecutive days;

(5) the consent by the Issuer to the institution of proceedings in bankruptcy against it, or to the institution of any proceeding against it under any federal or state insolvency laws, or to the filing of any petition, application, or complaint seeking the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Issuer or of any substantial part of its property, affairs, or assets; or

(6) the occurrence of an “**Event of Default**” under any of the Bond Documents.

(b) Anything herein to the contrary notwithstanding, no default under Section 9.1(a)(3) shall constitute an Event of Default until actual written notice of such default by registered or certified mail shall be given by the Bondholder to the Issuer and the Purchaser, and the Issuer and the Purchaser shall have had thirty (30) days after receipt of such notice to correct such default or cause such default to be corrected and shall not have corrected such default or caused such default to be corrected within the applicable period; provided, however, if such default be such that it cannot with due diligence be cured within the applicable period but can be wholly cured within a period of time not materially detrimental to the rights of the Bondholder, to be determined conclusively by the Bondholder, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Purchaser, as the case may be, within the applicable period and diligently pursued until the

default is corrected in accordance with and subject to any directions or limitations of time established by the Bondholder.

With regard to any alleged default concerning which notice is given to the Purchaser under the provisions of this Section 9.1(b), the Issuer hereby grants the Purchaser full authority for the account of the Issuer to perform any covenant or obligation alleged in such notice to constitute a default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

In addition, the Bondholder shall give written notice of all other Events of Default by registered or certified mail to the Purchaser, provided, however, such notice shall not be a condition precedent to the Bondholder exercising any right or remedy granted to it hereunder.

Section 9.2. Remedies. Upon the occurrence of an Event of Default, you may, in your discretion, by written notice to the Issuer and the Purchaser, terminate your remaining commitment (if any) hereunder to make any further advances of purchase price of the Bonds, whereupon any such commitment shall terminate immediately.

If any Event of Default has occurred and is continuing, and irrespective of whether either Bond has become due and payable, the Bondholder may exercise any right, power, or remedy permitted to it by law or under the terms of the Bond Documents and may proceed to protect and enforce the rights of the Bondholder by an action at law, suit in equity, or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained herein, in the other Bond Documents, or in either Bond, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

Section 9.3. No Waivers or Election of Remedies; Expenses. No course of dealing and no delay or omission on the part of the Bondholder in exercising any right, power, or remedy shall operate as a waiver thereof or otherwise impair or prejudice the Bondholder's rights, powers, or remedies, but any such right, power, or remedy may be exercised from time to time and as often as may be deemed expedient. No right, power, or remedy conferred by this Agreement, by any other Bond Document, or by the Bonds upon the Bondholder shall be exclusive of any other right, power, or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute, or otherwise, but each and every such right, power, or remedy shall be cumulative and shall be in addition to every other right, power, or remedy given under this Agreement, any other Bond Document, or the Bonds or now or hereafter existing at law, in equity, by statute, or otherwise. Without limiting the obligations of the Issuer under Section 12, the Issuer shall pay to the Bondholder on demand, but solely from the Security, such further amount as shall be sufficient to cover all costs and expenses of the Bondholder incurred in any enforcement or collection under this Section 9, including, without limitation, reasonable attorneys' fees, expenses, and disbursements actually incurred.

SECTION 10. REGISTRATION; TRANSFER; SUBSTITUTION OF THE BONDS.

Section 10.1. Registration of the Bonds. The Issuer shall keep at its office a register for the registration and registration of transfers of the Bonds. The name and address of the Bondholder, each transfer thereof, and the name and address of each transferee of either Bond shall be registered in such register. Prior to due presentment for registration of transfer, the Person in whose name either Bond shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof (including the receipt of payments of principal of, premium, if any, and interest on such Bond), whether or not such Bond shall be overdue, and the Issuer shall not be affected by any notice or knowledge to the contrary.

Section 10.2. Transfer of the Bonds. Upon surrender of either Bond at the office of the Issuer for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner of such Bond or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of such Bond, the Issuer shall execute and deliver, at the Issuer's expense (except as provided below), a new Bond of the same series in exchange therefor, in a principal amount equal to the unpaid principal amount of the surrendered Bond. Each such new Bond shall be payable to such Person as the former Bondholder may request and shall be issued as a single, fully registered bond substantially in the form of Exhibit A. Each such new Bond shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Bond or dated the date of the surrendered Bond if no interest shall have been paid thereon. The Issuer may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of either Bond. Neither Bond shall be transferred in a denomination of less than the unpaid principal amount of the surrendered Bond. Except as permitted by Section 16 of this Agreement, no transfer of either Bond shall be made until (1) the transferring Bondholder has assigned all of its right, title, and interest in this Agreement, the Contract, and the Assignment to such transferee and (2) the transferee has assumed in writing your obligations under this Agreement and has executed and delivered to the Issuer and the Purchaser an Investment Letter substantially in the form of Exhibit E. The Issuer shall not be required to transfer either Bond until the certificate of validation on any new Bond shall have been properly executed by the Clerk of the Superior Court of Clayton County.

Section 10.3. Replacement of the Bonds. Upon receipt by the Issuer of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction, or mutilation of either Bond, and

(a) in the case of loss, theft, or destruction, of indemnity reasonably satisfactory to it (provided that if the Bondholder is, or is a nominee for, you or another Bondholder with a minimum net worth of at least \$25,000,000, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory); or

(b) in the case of mutilation, upon surrender and cancellation thereof;

the Issuer at its own expense shall execute and deliver, in lieu thereof, a new single, fully registered Bond of the same series, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed, or mutilated Bond or dated the date of such lost, stolen, destroyed, or mutilated Bond if no interest shall have been paid thereon.

SECTION 11. PAYMENTS ON THE BONDS.

All sums becoming due on the Bonds for principal, premium, if any, and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the Bondholder in writing to the Issuer and the Purchaser, without the presentation or surrender of either Bond or the making of any notation thereon, except that upon written request of the Issuer made concurrently with or reasonably promptly after payment or redemption in full of either Bond, you shall surrender such Bond for cancellation, reasonably promptly after any such request, to the Issuer. Prior to any sale or other disposition of either Bond held by you or your nominee you shall endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon.

All payments of principal of each Bond (whether at maturity, on any principal payment date, or upon redemption), including the date and amount of each payment, shall be endorsed by you on the Schedule of Payments and Redemptions attached to such Bond; provided, however, that any failure by you to endorse such information on such Schedule or any error therein shall not in any manner affect the obligation of the Issuer to make payments of principal and interest in accordance with the terms of such Bond. The Issuer hereby irrevocably authorizes and directs you to enter on the Schedule of Payments and Redemptions the date and amount of each payment of principal of each Bond.

You shall permit the Issuer or the Purchaser at any time during regular business hours to make at your office where the original Bonds are held an appropriate notation on each Bond of payments of principal thereof, if at least five days prior thereto the Issuer or the Purchaser shall have given written notice of its intention to do so and if it shall not have received from you a written confirmation that the requested notation has been made.

In the event that on any date the Issuer shall pay less than the amount then due on the Bonds, such partial payment shall be applied to the amounts then due in the following order of priority: (i) reimbursable expenses and indemnities, (ii) accrued interest and premium, if any, on the Bonds, ratably, (iii) principal of the Bonds, ratably, and (iv) any other amounts due under the Bonds, ratably, or the Bond Documents.

SECTION 12. EXPENSES, INDEMNITY, ETC.

Section 12.1. Transaction Expenses. Whether or not the transactions contemplated hereby are consummated, the Issuer shall pay all costs and expenses (including reasonable attorneys' fees of a counsel and, if reasonably required, local or other counsel) incurred by the Bondholder in connection with such transactions and in connection with any amendments, waivers, or consents under or in respect of this Agreement, the other Bond Documents, or the Bonds (whether or not such amendment, waiver, or consent becomes effective), including, without limitation: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement, the other Bond Documents, or the Bonds, or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement, the other Bond Documents, or the Bonds, or by reason of being the Bondholder; (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Issuer or the Purchaser or in connection with any work-out or restructuring of the

transactions contemplated hereby, by the other Bond Documents, and by the Bonds; and (c) the costs and expenses incurred by any Bondholder or any former Bondholder in connection with a Determination of Taxability, including interest, penalties, charges, attorneys' fees, court costs, the costs of amending tax returns and defending audits by the Internal Revenue Service, and other out-of-pocket expenses.

Section 12.2. Indemnity. In addition to the other amounts payable by the Issuer under this Agreement (including, without limitation, Section 12.1), the Issuer hereby agrees to pay and indemnify the Bondholder from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Bondholder may (other than as a result of the negligence or willful misconduct of the Bondholder) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Bonds or the Purchaser's or the Issuer's entering into or performing under any Bond Document; (ii) any breach by the Purchaser or the Issuer of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, this Agreement or any of the other Bond Documents, including without limitation all reasonable attorney's fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default; or (iii) any suit, investigation, or proceeding as to which the Bondholder is involved as a consequence, directly or indirectly, of its execution of this Agreement or any of the other Bond Documents, the purchase of either Bond, or any other event or transaction contemplated by this Agreement or any of the other Bond Documents. The indemnity contained in this Section 12.2 shall not apply to any claim, liability, loss, cost, or expense for which the Issuer or the Purchaser may assert the defense of sovereign immunity.

Section 12.3. Survival. The obligations of the Issuer under this Section 12 shall survive the payment or transfer of the Bonds; the enforcement, amendment, or waiver of any provision of this Agreement, any of the other Bond Documents, or the Bonds; and the termination of this Agreement.

SECTION 13. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Bonds, the purchase or transfer by you of the Bonds or interest therein and the payment of the Bonds, and may be relied upon by any subsequent Bondholder, regardless of any investigation made at any time by or on behalf of you or any other Bondholder. All statements contained in any certificate or other instrument delivered by or on behalf of the Issuer pursuant to this Agreement shall be deemed representations and warranties of the Issuer under this Agreement. Subject to the preceding sentence, this Agreement, the other Bond Documents, and the Bonds embody the entire agreement and understanding between you and the Issuer and supersede all prior agreements and understandings relating to the subject matter hereof.

SECTION 14. AMENDMENT AND WAIVER.

Section 14.1. Requirements. This Agreement, the Assignment, and the Bonds may be amended, changed, and modified, and the observance of any term hereof or of the Assignment or the Bonds may be waived (either retroactively or prospectively), by the written agreement of the parties hereto, with (and only with) the prior written consent of the Purchaser.

Section 14.2. Binding Effect, etc. Any amendment, change, modification, or waiver consented to as provided in this Section 14 shall be binding upon you and upon each future Bondholder and upon the Issuer without regard to whether either Bond has been marked to indicate such amendment, change, modification, or waiver. No such amendment, change, modification, or waiver will extend to or affect any obligation, covenant, agreement, or Event of Default not expressly amended, changed, modified, or waived or impair any right consequent thereon. No course of dealing between the Issuer and any Bondholder nor any delay in exercising any rights hereunder or under the Bonds shall operate as a waiver of any rights of any Bondholder.

Section 14.3. Contract. The Issuer shall not terminate, amend, change, or modify the Contract, or waive the observance of any term thereof or any Event of Default thereunder, without the prior written consent of the Bondholder.

SECTION 15. NOTICES.

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

Issuer: Urban Redevelopment Agency of the
 City of Forest Park
 745 Forest Parkway
 Forest Park, Georgia 30297
 Attention: Chairman

Bondholder: Truist Bank
 1155 Peachtree Street, N.E.
 Suite 900
 Atlanta, Georgia 30309
 Attention: Not-For-Profit & Government Banking

Notices under this Section 15 will be deemed given only when actually received. A duplicate copy of each notice, certificate, or other communication given hereunder shall also be given to the Purchaser at the address specified in the Contract.

SECTION 16. SUBSTITUTION OF BOND BUYER.

You shall have the right to substitute any one of your Affiliates as the purchaser of the Bonds, by written notice to the Issuer and the Purchaser, which notice shall be signed by both you and such Affiliate, shall contain such Affiliate's agreement to be bound by this Agreement, and shall contain a confirmation by such Affiliate of the accuracy with respect to it of the representations set forth in Section 6. Upon receipt of such notice, wherever the word "you" is used in this Agreement (other than in this Section 16), such word shall be deemed to refer to such Affiliate in lieu of you. In the event that such Affiliate is so substituted as a purchaser hereunder and such Affiliate thereafter

transfers to you the Bonds then held by such Affiliate, upon receipt by the Issuer and the Purchaser of notice of such transfer, wherever the word “you” is used in this Agreement (other than in this Section 16), such word shall no longer be deemed to refer to such Affiliate, but shall refer to you, and you shall again have all the rights of the original Bondholder under this Agreement.

SECTION 17. INTERPRETATION.

Section 17.1. Definitions. Certain words and terms used in this Agreement shall have the meaning given them in Section 1.01 of the Contract, which by this reference is incorporated herein. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings set forth below. When used herein, such words and terms shall have the meanings given to them by the language employed in Section 1.01 of the Contract and in this Section 17.1 defining such words and terms, unless the context or use clearly indicates otherwise.

“**Affiliate**” means any Person directly or indirectly controlling, controlled by, or under common control with another Person or any Person controlling ten percent (10%) or more of the voting securities or equity or membership interest of such Person or any officer, director, or partner of such Person and if such Person is an officer, director, or partner, any entity for which such Person acts in any such capacity. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or an equity interest, by contract, or otherwise.

“**Bond Counsel**” means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, selected by the Issuer and reasonably acceptable to the Bondholder.

“**Business Day**” means any day other than a Saturday, a Sunday, or a day on which commercial banks in Atlanta, Georgia are required or authorized to be closed.

“**Closing**” is defined in Section 3.

“**Contract**” means the Agreement of Sale, dated as of May 1, 2021, between the Issuer and the Purchaser, as the same may be amended from time to time in accordance with the terms thereof.

“**Date of Taxability**” means the earliest effective date as of which the interest payable on either Bond becomes includable in the gross income for federal income tax purposes of any Bondholder or former Bondholder as a result of the occurrence of a Determination of Taxability.

“**Default**” means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

“**Determination of Taxability**” means a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining that interest paid or payable on either Bond is or was includable in the gross income of any Bondholder or former Bondholder for federal income tax purposes; provided, however, that no such decree, judgment, or action will be considered final for this purpose unless the Issuer and the Purchaser have been given written notice and, if it is so desired and is legally allowed, have been afforded the opportunity to contest the same, either directly or in the name of any Bondholder or former Bondholder, and until the conclusion of any appellate

review, if sought. In no event, however, shall a Determination of Taxability be deemed to have occurred unless it is the direct result of the breach by the Issuer or the Purchaser of its covenants contained in Sections 4.11, 4.12, or 6.04 of the Contract.

“**Event of Default**” is defined in Section 9.

“**Inclusion Period**” means the period that commences on the Date of Taxability and ends on the date of the Determination of Taxability.

“**Security**” means any of the property subject to the operation of the assignment and pledge and grant of liens and security interests contained in the Assignment and this Agreement.

Section 17.2. Construction of Certain Terms. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

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

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

(3) The terms defined in this Section include the plural as well as the singular.

Section 17.3. Table of Contents; Titles and Headings. The table of contents, the titles of the sections, and the headings of the subdivisions of this Agreement are solely for convenience of reference; are not a part of this Agreement; and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

SECTION 18. MISCELLANEOUS.

Section 18.1. Successors and Assigns. All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent Bondholder) whether so expressed or not.

Section 18.2. Payments Due on Non-Business Days. Anything in this Agreement or the Bonds to the contrary notwithstanding, any payment of principal of or premium or interest on the Bonds that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day.

Section 18.3. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such

prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Section 18.4. Construction. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

For the avoidance of doubt, all Exhibits attached to this Agreement shall be deemed to be a part hereof.

Section 18.5. Counterparts This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

Section 18.6. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of Georgia excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

Section 18.7. No Liability of Issuer's Officers. No recourse under or upon any obligation, covenant, or agreement contained in this Agreement, in any other Bond Document, or in the Bonds, or for any claim based thereon, or under any judgment obtained against the Issuer, or by the enforcement of any assessment or penalty or otherwise or by any legal or equitable proceeding by virtue of any constitution, rule of law or equity, or statute or otherwise or under any other circumstances, under or independent of this Agreement, shall be had against any incorporator, member, commissioner, or officer, as such, past, present, or future, of the Issuer, or any incorporator, member, commissioner, or officer of any successor corporation, as such, either directly or through the Issuer or any successor corporation, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the Bondholder or otherwise, of any sum that may be due and unpaid by the Issuer under this Agreement, under any other Bond Document, or upon the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, commissioner, or officer, as such, to respond by reason of any act or omission on his part or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the Bondholder or otherwise, of any sum that may remain due and unpaid under this Agreement, under any other Bond Document, or upon the Bonds, is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement and the issuance of the Bonds.

Section 18.8. Third Party Beneficiary. The Purchaser is and shall be deemed to be a third party beneficiary of this Agreement.

Section 18.9. Term. The term of this Agreement shall commence with the execution and delivery hereof and shall extend until 91 days after the principal of, premium, if any, and interest on

the Bonds and all other amounts payable under this Agreement have been paid in full. The obligations of the Issuer set forth in Section 12 hereof shall survive the termination of this Agreement.

[Signatures and Seals to Follow]

SIGNATURES AND SEALS

If you are in agreement with the foregoing, please sign the form of agreement on the accompanying counterpart of this Agreement and return it to the Issuer, whereupon the foregoing shall become a binding agreement between you and the Issuer.

Very truly yours,

**URBAN REDEVELOPMENT AGENCY
OF THE CITY OF FOREST PARK**

By: _____
Chairman

(SEAL)

Attest:

Secretary

The foregoing is hereby accepted and agreed to as of the date hereof.

TRUIST BANK, as Bond Buyer

By: _____
Senior Vice President

TRUIST BANK, as Depository

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

[Attached]

EXHIBIT B

FORM OF OPINION OF COUNSEL FOR THE ISSUER

[Attached]

EXHIBIT C

FORM OF OPINION OF COUNSEL FOR THE PURCHASER

[Attached]

EXHIBIT D

FORM OF OPINION OF BOND COUNSEL

[Attached]

EXHIBIT E

FORM OF INVESTMENT LETTER

[Attached]