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April 19, 2022

COUNCIL AGENDA
PERRY EVENTS CENTER
1121 MACON ROAD, PERRY, GA 31069

6:00 PM

To join the meeting by Facebook: Use this URL - facebook.com/cityofperryga
This will allow you to view and hear the meeting.

1. Call to Order: Mayor Randall Walker, Presiding Officer.
2. Roll.
3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker
4. Appointment(s):
 - 4a. Post 2 – District 1 Appointment.
 - Perry Planning Commission – Mr. Christopher A. Ross
5. Community Partner(s) Update(s):
6. Citizens with Input.
7. Review of Minutes: Mayor Randall Walker
 - 7a. Council’s Consideration – Minutes of the April 4, 2022 work session, April 5, 2022 pre council meeting, and April 5, 2022 council meeting.
8. Old Business: Mayor Randall Walker
 - 8a. Mayor Randall Walker
 - 8b. Council Members
 - 8c. City Attorney Brooke Newby
 - 8d. City Manager Lee Gilmour
 - 8e. Assistant City Manager Robert Smith
9. New Business: Mayor Randall Walker
 - 9a. Matters referred from April 18, 2022 work session and April 19, 2022 pre council meeting.
 - 9b. Ordinance(s) for First Reading(s) and Introduction:
 1. Ordinance to amend the City Code, Section 1-10, General penalty;

continuing violations – Ms. B. Newby.

9c. Resolution(s) for Introduction and Adoption:

1. Resolution authorizing an Intergovernmental contract between the City of Perry and Perry Public Facilities Authority for the issuance of bonds to fund additions and improvements to the water and sewer systems of the City, approving a bond purchase agreement, and approving the bond resolution adopted by the PPFA – MS. B. Newby.

9d. Approval to amend the Expense Reimbursement Guidelines - Ms. B. Newby.

9e. Approval of Request for Group Insurance Amendment with the Standard Insurance Company to amend our Short-Term Disability Policy – Ms. B. Newby.

9f. Guardrail repair projects – Todd Road and Valley Drive – Ms. A. Fitzner.

10. Council Members Items:

11. Department Heads/Staff Items:

12. General Public Items:

13. Mayor Items:

14. Adjourn.

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Perry City Council Agenda and supporting material for each item is available on-line through the City's website at www.perry-ga.gov.



Where Georgia comes together.

Memorandum

To: Mayor and Council
From: Bryan Wood, Community Development Director
Date: April 14, 2022
Re: Planning Commission Appointments

Councilman King, Holly Wharton, and I interviewed four candidates for the current vacancy on the Planning Commission. All had unique qualities making them excellent candidates. Councilman King is nominating Chris Ross to fill the Planning Commission seat which expires on December 31, 2023.

Appointee	Home Address	Time on Commission	Employer	Staff Comments
Christopher A. Ross	1100 Tucker Rd.	New appointee	RAFB and owns a lawn service	Mr. Ross has served on the Perry Housing Team for about 2 years. When approached about serving, he attended a Planning Commission meeting for context and met with staff to gain more knowledge of the Commission. During his interview, he asked several questions which showed he had given the opportunity much thought. Staff supports Councilman King's nomination.

APPLICANT INFORMATION

complete the following information for consideration...

Thank you for your interest in serving our community! Please select which of the active boards, authorities, commissions or committees you are interested in serving with and return this form to the City of Perry.

Each entity will review the Statements of Interest as current members roll off or resign, creating an opening. For further information, you may contact the Staff Liaison designated for each entity as provided.

Name: Christopher A. Ross

Email: chr3ross.sr@gmail.com

Home Address: 1100 Tucker Road Perry, GA 31068

Business: Lawn works of Perry

Title/Position: Owner / operator

Business Address: Home Based

Organization Memberships: N/A

Interest, hobbies, talents, & skills: Property Restoration

ATV Riding, ATV Restoration, Fishing, Drone Pilot

I'm interested in serving because: I would like to be a part of the community in an influential way. Listen to viewpoints, share ideas.

COMMITMENT FORM

complete the following information for consideration...

I, Christopher A. Ross, wish to serve as a member of a City of Perry Authority, Board, Committee, and/or Commission and understand that as a member of any entity, I have an ethical responsibility to ensure that the committee does the best work possible in pursuit of its goals. I believe in the purpose and the mission of the City of Perry, and will act responsibly as its steward. As part of my responsibilities, I will:

Attend and actively participate in my entity's meetings and events. Any absence should be reported to the Chairperson or Staff Liaison prior to the meeting. Missing more than three meetings will result in removal from the organization.

Be an advocate for your organization in the community.

Be knowledgeable about the work of your group, asking questions and sharing ideas, understanding that your participation has an important impact on the City.

Attend all training required by your organization and participate in additional opportunities.

Understand that you are part of a team, working harmoniously to accomplish the mission.

Signature: Christopher A. Ross

Printed Name: Christopher A. Ross

Date: 14 March 2022

DESCRIPTIONS

for City of Perry boards, authorities, commissions,
and committees...(continued)

PLANNING COMMISSION

This commission makes recommendations to City Council on the following applications: Annexation, Rezoning, Text Amendment and Special Exception. The Commission makes final decisions on preliminary plats, variances, and appeals.

*Meets second Monday of each month
Staff Liaison: Bryan Wood, Community Development Director
Email: Bryan.Wood@perry-ga.gov.*

RETURN COMPLETED FORM TO:

ANNIE WARREN, CITY OF PERRY CITY CLERK

ADDRESS: 1121 WASHINGTON STREET, PERRY GA 31069

EMAIL: ANNIE.WARREN@PERRY-GA.GOV

QUESTIONS?

Call or email the staff liaison assigned to the board you are interested in.

COUNCIL WORK SESSION

Minutes, April 4, 2022

1. Call to Order: Mayor Randall Walker, Presiding Officer called to order the work session held April 4, 2022 at 5:00pm.
2. Roll: Mayor Randall Walker; Mayor Pro Tempore Willie King, and Council Members Darryl Albritton, Phyllis Bynum-Grace, Riley Hunt, Robert Jones, and Joy Peterson.

City Staff: Lee Gilmour – City Manager, Robert Smith - Assistant City Manager, Brooke Newby – City Attorney, Annie Warren – City Clerk, Bryan Wood- Community Development Director, Brenda King – Director of Administration, Ashley Hardin – Economic Development Administrator, Holly Wharton – Community Planner, Chief Lee Parker – Fire & Emergency Services, Capt. Alan Everidge – Police Department, Ansley Fitzner – Public Works Superintendent, Mitchell Worthington - Director of Finance, Sedrick Swan – Director of Leisure Services, Tabitha Clark – Communications Administrator and Alicia Hartley – Downtown Manager.

Guests: Will Oliver – Houston Home Journal, Charles Housel, Brandon Miller, John Patel, Anjebhal Patel, Brandon Miller, Becky Wilson and Allision Hamsley.

3. Items of Review/Discussion: Mayor Randall Walker

3a. Appear(s):

1. Request to park a concession trailer behind Houston Lodge #35 building

Mr. Charles Housel with Houston Lodge advised they had been searching for a location to park the concession trailer and is requesting to be allowed to do so behind their building on Jernigan Street. The location would be on their property and not block access to the parking lot or surrounding tenants. Mr. Housel provided pictures of other businesses with trailers parked on their property. Mayor Walker asked Mr. Gilmour Administration's position. Mr. Gilmour advised the history of the others pointed out by Mr. Housel would need to be reviewed; he noted Monster BBQ on Carroll Street is allowed as their business is there and is part of the use. Councilmember Peterson inquired if the lodge had considered parking at a storage facility; Mr. Housel advised they had not as the proceeds from the concession trailer go back into their operating funds. Councilmember Peterson asked if he had spoken with the neighbors; Mr. Housel advised he had not as it is their property.

2. Great Inn redevelopment options

Mr. John Patel advised he was seeking the opinion of Mayor & Council on the redevelopment of properties at 200 Valley Drive and 1004-1006 St. Patrick's Drive. The recent rezoning denial for the St. Patrick's Drive property was perhaps the incorrect rezoning request on their part and he wanted to solicit input and provided their proposed options on the properties. Mr. Patel advised for St. Patrick's Drive they were proposing a new retail center and renovation of the back three buildings for rent only dwellings. For Valley Drive renovate the current restaurant and bar to include recreational space, guest laundry and gym and modernize the rooms for rent only dwellings. Mr. Patel provided conceptual photos of the concepts for both properties. He noted for the St. Patrick's property to work it needs to have increased density. His

company is taking on this project as there is a need for housing for corporate America and the mixed-use development. An alternative option for Valley Drive would be a mix of low-income housing and regular dwellings and the St. Patrick's property the same and marketed towards the trucking community. Mayor Walker inquired as to how this was brought forth to Council; Mr. Wood advised on the St. Patrick's property it had completed the zoning requested and had been denied by Council, but the applicant has come back with an alternate proposal and there is a six-month requirement for refileing and Mr. Patel is asking for suggestions on how to proceed.

Mr. Patel advised he was not aware at the second public hearing he had an opportunity to speak and his company to date has expended man hours and monies for the denied application and again stressed he is looking for guidance on how to proceed. Mayor Walker advised it is not the position of Council to provide that. Mr. Gilmour advised he had spoken with Mr. Patel and suggested he come before Council with their options and regarding the denial of the PUD application and Council's concern with apartments near Walmart, but the petitioner does have to wait the six months to file the application again. Regarding Valley Drive application can be made now for the density variance and goes through the Planning Commission; Mr. Wood noted the proposal for a trucker's lodge is a permitted use and there would be no action required of Council. Councilmember Peterson asked staff if they are seeking workforce housing in lieu of a trucker stop; Mr. Wood advised yes. Mr. Patel advised if the current plan was pursued some of the housing units would be Section 8. Mr. Patel reiterated again; he was there seeking an opinion on which direction to proceed. Councilmember King noted as part of the process it must go through the Planning Commission; Mr. Patel advised he would follow the process for the refileing.

3. Presentation of revamped historic sites tour

Ms. Becky Wilson with the Perry Convention & Visitors Bureau provided an update on the revamped historic tour, which is posted live on the Visit Perry website. The tour is broken down by Downtown, Historic Homes, and Churches. Information includes photographs of the locations and facts. The project is still a work in progress with more information being collected on the churches and an audio component to be added.

3b. Department of Community Development

1. Strategic Planning Areas

Ms. Wharton advised the current strategic planning areas are being revamped to coincide with the updated census blocks. Ms. Wharton presented a PowerPoint depicting the various districts and the adjustments being proposed. Mayor Walker inquired if the change would exclude certain areas from grants; Ms. Wharton advised it would not. It was the consensus of Council to proceed with the changes presented.

3c. Office of the City Manager

1. Department impact when 24% of the local workforce work from home.

a. Department of Community Development

Mr. Wood presented the impact could increase permits for new homes with extra bedrooms and/or office space, increase in permits for accessory structures, additions, pools, and other home improvements to accommodate for separate workspaces and other lifestyle changes. Potential increase in code compliance complaints and possible increase in the number of home occupation and residential business permits.

b. Fire and Emergency Services Department

Chief Parker reviewed the statistics of EMS responses beginning in 2020 when the pandemic began, which showed a decrease. Once the stay-at-home orders were lifted there was an increase and continues to do so at the present time. Further research indicates people are continuing to work from home and the trend is likely to continue. The impact could be interruption of non-emergency duties (training, hydrant testing, public education events), more wear and tear on apparatus, increased fuel consumption, increase mutual aid request.

c. Department of Public Works

Ms. Fitzner presented the impact could show an increased interaction with staff and residents with the observation of trash & debris collection routes and patterns, volume increase of residential trash collection, bulk & yard debris accumulation, stormwater flows and how it impacts their property and residents are able to observe the city services being completed. Trash pickup has increased since the beginning of lockdowns, including the consumption of residential water and sewer.

d. Department of Leisure Services

Mr. Swan presented studies show people would like a work/life balance and will have an estimated 105 hours of free time and will increase leisure travel, volunteering and community and more interest in productive activities. A strategic approach to this would be more programming for adults, seniors and youth and more outdoor recreation activities. Promotion of existing facilities and enhancement would be needed.

e. Police Department

Capt. Everidge presented statistics on response calls for 2020 when the pandemic lockdown began. If more people work from home certain service calls such as mental health issues, family issues, neighbor disputes, could increase and the potential for a decrease in burglaries and thefts from residential areas.

2. DDA approved draft of RFP for Ball/Main Street lot

Mr. Smith reviewed the draft RFP the DDA has recommended for approval on the Ball/Main Street lot which would solicit proposals from the criteria outlined, and per Council's direction last fall to obtain the highest and best use for the property. The DDA was suggesting a mixed-use development. Should a proposal be received and it is a viable project the DDA will come back before Council to request the lot be formerly transferred to them to move forward. Councilmember Albritton inquired to why an

RFP was needed; Mr. Smith advised since this is the DDA's first time soliciting proposals this avenue is the best practice to achieve that. Councilmember Peterson asked why the same procedure that was used on the Commodore Street lot would not be followed; Mr. Smith advised the DDA is electing to work with a developer to achieve a beneficial downtown project and this route will allow for the selection of the type of development. Councilmember Peterson asked if a project is found would the lot be sold to a developer; Mr. Smith advised it could be or leased, but there are various structuring options. Mr. Gilmour advised the DDA does not want to move forward if Council does not support; the Commodore Street lot the DDA owned at the time and had the authority to do as they saw fit. There had been a previous project brought forth by the DDA and Council was not comfortable with, so this route will allow for the best use of the property and be brought forth for review and support before a commitment is made. Councilmember Peterson asked if a bond project could be considered; Mr. Smith advised no and further noted the DDA is soliciting what is palpable for the market. Councilmember Peterson felt the parcel was too valuable a spot to lose for parking and access to the downtown shops. Mr. Gilmour advised there is ample parking in downtown and the upcoming parking study will confirm, but the days of parking directly in front of a business are no longer feasible. Mr. Smith noted, the DDA will review any proposals received and if there is viable project it will be brought forth to Council. Mayor Walker agreed with Mr. Gilmour on the parking, it is not being utilized as it should be and there is a constant problem with shop employees parking in customer spaces, and there is more than enough public parking. Council Member Bynum-Grace stated Council has to allow the DDA to pursue this opportunity. On conclusion of discussion, it was the consensus of Council to allow the DDA to move forward with the RFP for the Ball/Main Street lot.

*Councilmember Bynum-Grace left the meeting at 7:28pm.

3. DDA approved draft of Incentive Policy

Mr. Smith reviewed the policy which is used to promote the beneficial and managed development in the downtown district. It was noted any of the listed financial mechanisms noted are not a guarantee, but a tool the DDA can use in development. Mayor Walker noted any financing requests would be brought before Council. Council concurred and approved the incentive policy as reviewed.

4. Consider establishing City of Perry Youth Advisory Council

Mr. Smith advised in an effort to continue with the continuous communication platforms the City has it is suggested a youth advisory council be established and provides this demographic a voice in their community and encourages them Perry is the place for them and in the future. Mr. Smith reviewed the resolution outlining the establishment of the advisory council; after suggestion it will be targeted to junior and senior high school youth.

4. Council Member Items- None

5. Department Head/Staff Items: - None, but Capt. Everidge announced Michael Hamsley will retire after 43 years of service in April.

6. Adjourn: there being no further business to come before Mayor & Council; Councilmember Jones motioned to adjourn the April 4, 2022, work session; Councilmember Peterson seconded; all in favor and the work session was adjourned at 7:36pm.

MINUTES
PRE COUNCIL MEETING
OF THE PERRY CITY COUNCIL
April 5, 2022
5:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the pre council meeting held April 5, 2022 at 5:00 p.m.

2. Roll:

Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Willie King, and Council Members Phyllis Bynum-Grace, Joy Peterson, Robert Jones and Riley Hunt and Darryl Albritton.

Elected Official Absent: none

City Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, Assistant City Manager Robert Smith, and Recording Clerk Annie Warren.

Departmental Staffing: Brenda King – Director of Administration, Bryan Wood – Director of Community Development, Captain Alan Everidge – Police Department, Chief Lee Parker - Fire and Emergency Services Department, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Holly Wharton – Community Planner, and Tabitha Clark – Communications Administrator.

Media: William Oliver – Houston Home Journal

3. Items of Review/Discussion: Mayor Randall Walker

3a. Discussion of April 5, 2022 council meeting agenda.

4a. Recognition of Perry University graduates. Ms. Clark stated the city has eleven participants graduating this evening.

7a. SUSE-004-2022. Ms. Wharton stated this is a special exception request to operate a short-term residential rental. The property is located at 1107 Sunset Alley. The Planning Commission recommends approval with their standard conditions that are associated with these types of special exceptions.

10a (1). Resolution establishing City of Perry Youth Advisory Council. Mr. Smith stated this is a follow up to last evening discussion of the city establishing a Youth Advisory Council to advise Council as to preferences, initiatives, etc. as it pertains to that demographic.

10c (1). Resolution adopting the 2023-2027 City of Perry Strategic Plan. Mr. Smith stated this is a resolution to adopt the strategic plan that the city has been

working on since September 2020. Ms. Mathis from Middle Georgia Regional Commission will be present this evening to answer questions anyone may have.

10d. Selection of a voting delegate for the Municipal Gas Authority of Georgia Annual Election. Mr. Gilmour stated the Municipal Gas Authority of Georgia is having its annual meeting in May. Mayor Walker has been the voting delegate and Mayor Pro Tempore King has been the alternate delegate. Mayor Pro Tempore King will not be able to attend the meeting this year. Council Member Peterson volunteered to serve as the alternate delegate.

10e. Approval of Professional Services Agreement with GWES for Infrastructure Expansion 2022-2023 Program Management. Ms. Newby stated this is a professional service agreement with GWES; this follows the approval of the Sewer Master Plan. The professional services agreement will have GWES serve as the city's Infrastructure Expansion Program Manager.

4. Council Member Items:

Council Member Albritton inquired about complaints relative to the new access road at Chick-Fil-A. Mr. Gilmour stated GDOT is aware of the problem.

Mr. Gilmour had discussion points relative to the Convention and Visitors Bureau Historic Site Tour.

Council Member Albritton shared with Council his observations relative to Pine Needle Park: 1) people are using old t-boxes and hitting drivers and 2) people are pulling their cars pass the parking lot to fish.

5. Adjourn: There being no further business to come before Council in the pre council meeting held April 5, 2022, Mayor Pro Tempore King motioned to adjourn the meeting at 5:35 p.m. Council Member Jones seconded the motion and it carried unanimously.

MINUTES
REGULAR MEETING OF THE PERRY CITY COUNCIL
April 5, 2022
6:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the regular meeting of the Perry City Council held April 5, 2022 at 6:00 p.m.

2. Roll.

Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Willie King, and Council Members Phyllis Bynum-Grace, Joy Peterson, Robert Jones and Riley Hunt and Darryl Albritton.

Elected Official Absent: none

City Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, Assistant City Manager Robert Smith, and Recording Clerk Annie Warren.

Departmental Staffing: Brenda King – Director of Administration, Bryan Wood – Director of Community Development, Captain Alan Everidge – Police Department, Chief Lee Parker - Fire and Emergency Services Department, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Holly Wharton – Community Planner, and Tabitha Clark – Communications Administrator.

Media: William Oliver – Houston Home Journal

Guest(s)/Speaker(s): Laura Mathis (MGRC) and Robbin Jackson

3. Invocation and Pledge of Allegiance to the Flag: Mayor Pro Tempore King rendered the invocation and Council Member Jones led the pledge of allegiance to the flag.

4. Recognition(s) / Presentation(s): Mayor Randall Walker

4a. Recognition of Perry University graduates – Mayor Walker and Ms. T. Clark.

Mayor Walker and Ms. Clark recognized graduates of the Perry University with certificates. The graduates were: Allison Bearden, Zandi Blythe, Susan Dagit, Lisa Franklin, Brandy Green, Sarah Sullivan, Tina Ward, and Dawn Scott.

5. Community Partner(s) Update(s): none

6. Citizens with Input.

Mr. Robbin Jackson inquired about the timeframe of completion for the Houston Lake Drive / Sunshine Avenue project. Mr. Gilmour stated the project

should be completed by the end of April. Mr. Jackson asked if any homes would be destroyed, Mr. Gilmour advised no.

7. PUBLIC HEARING CALLED TO ORDER AT 6:11 P.M. Mayor Randall Walker called to order a public hearing at 6:11 p.m. to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 36-66-4.

- 7a. SUSE-004-2022. Applicant, Lannette Tomlin, request a special exception to allow a short-term residential rental. The property is located at 1107 Sunset Alley; Tax Map No. oP0090 060000 – Ms. H. Wharton.

Staff Report: Ms. Wharton reviewed the Special Exception request to allow short-term rental. The Planning Commission and staff recommends approval of the special exception with the following conditions: 1) The special exception is limited to the current owners of the subject property, Lannette and Michael Tomlin, and is not transferable, 2) the special exception is limited to short-term rental of the existing house for up to six (6) guests at any given time, 3) the property owner must obtain and maintain an annual City of Perry Occupational Tax Certificate for the duration of time in which the subject property is offered for short-term rental, 4) the property owner shall remit all required taxes and fees associated with the short-term rental as required by law, and 5) failure of the property owner and its guests to comply with all applicable local, state, and federal laws may result in the suspension or revocation of this special exception.

Public Input: Mayor Walker called for any public input for or against the application.

For: Michael Tomlin, 1006 North Davis, spoke in favor of the Special Exception

Against: none

PUBLIC HEARING CLOSED AT 6:18 P.M. Mayor Walker closed the public hearing at 6:18 p.m.

8. Review of Minutes: Mayor Randall Walker

- 8a. Council's Consideration – Minutes of the March 14, 2022 work session, March 15, 2022 pre council meeting, March 15, 2022 council meeting and March 22, 2022 strategic plan meeting. (*Mayor Pro Tempore King was absent from the March 22, 2022 strategic plan meeting*)

Council Member Bynum-Grace motioned to approve the minutes as submitted. Council Member Peterson seconded the motioned and it carried with Mayor Pro Tempore King abstaining from the March 22, 2022 meeting.

9. Old Business: Mayor Randall Walker

- 9a. Mayor Randall Walker - none
9b. Council Members - none

- 9c. City Attorney Brooke Newby - none
- 9d. City Manager Lee Gilmour - none
- 9e. Assistant City Manager Robert Smith - none

10. New Business: Mayor Randall Walker

10a. Matters referred from April 4, 2022 work session and April 5, 2022 pre council meeting.

- 1. Resolution establishing City of Perry Youth Advisory Council – Mr. R. Smith.

Adopted Resolution No. 2022-20 establishing City of Perry Youth Advisory Council. Council Member Jones motioned to adopt the resolution as presented; Council Member Peterson seconded the motion and it carried unanimously. (*Resolution No. 2022-20 has been entered into the City's official book of record*).

10b. Special Exception Application 004-2022 – Mr. B. Wood.

Council Member Peterson motioned to approve with the conditions outlined by the Planning Commission; Council Member Jones seconded the motion and it carried unanimously.

10c. Resolution(s) for Consideration and Adoption:

- 1. Resolution adopting the 2023-2027 City of Perry Strategic Plan – Mr. R. Smith.

Adopted Resolution No. 2022-21 the 2023-2027 City of Perry Strategic Plan. Council Member Bynum-Grace motioned to adopt the resolution as presented; Council Member Jones seconded the motion and it carried unanimously. (*Resolution No. 2022-21 has been entered into the City's official book of record*).

10d. Selection of a voting delegate for the Municipal Gas Authority of Georgia Annual Election – Mr. L. Gilmour.

Adopted Resolution No. 2022-22 appointing Mayor Walker as the voting delegate and Council Member Peterson as the alternate to the 2022 Municipal Gas Authority of Georgia Annual Election Committee. Mr. Gilmour stated each year Council is requested to designate a voting delegate and an alternate to the Municipal Gas Authority of Georgia Annual Election Committee. Administration recommends Council follow the standard process and designate the Mayor as the voting delegate and Council Member Peterson as the alternate since Mayor Pro Tempore King cannot attend this year. Mayor Walker entertained a motion to approve the resolution as outlined by Administration. Council Member Jones motioned to approve the resolution as outlined; Mayor Pro Tempore King seconded the motion and it carried unanimously.

(Resolution No. 2022-22 has been entered into the City's official book of record).

- 10e. Approval of Professional Services Agreement with GWES for Infrastructure Expansion 2022-2023 Program Management - Ms. B. Newby.

Council Member Jones motioned to approve the Professional Services Agreement with GWES for Infrastructure Expansion 2022-2023 Program Management as presented; Mayor Pro Tempore King seconded the motion and it carried unanimously.

11. Council Members Items:

Council had no reports.

Mr. Gilmour, Ms. Newby, and Mr. Smith had no reports.

12. Department Heads/Staff Items:

Mr. Wood thanked Ms. Clark, Ms. Turpin, Ms. Wharton, Mr. Hicks, Ms. Fitzner and staff, and the volunteers for all of their work with the Perry Trash Dash.

Mr. Swan advised Council of the survey for Middle/High School students of what they want to do this summer.

13. General Public Items: none

14. Mayor Items:

- April 9-10, Dogwood Festival
- April 16, Special Needs Egg Hunt / Police Department Pop-up Event
- April 18, Work Session
- April 19, Pre Council & Council

15. Adjournment: There being no further business to come before Council in the regular meeting held on April 5, 2022, Council Member Jones motioned to adjourn the meeting at 6:36 p.m. Mayor Pro Tempore King seconded the motion, and it carried unanimously.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF PERRY, GEORGIA, FOR THE PURPOSE OF AMENDING CHAPTER 1, GENERAL PROVISIONS; SECTION 1-10, GENERAL PENALTY; CONTINUING VIOLATIONS, TO AMEND THE FINE AND IMPRISONMENT SPECIFICATIONS.

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the Perry Code is amended as follows:

1.

By amending **Section 1-10(a)** to read as follows;

Sec. 1-10. General penalty; continuing violations.

(a) Whenever in this Code any act is prohibited or is made or declared to be unlawful or an offense, or whenever the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding sixty (60) days, or both. In lieu of a fine, imprisonment or fine and imprisonment, a person convicted of violating this Code may be sentenced to labor for the city on the streets, sidewalks, squares or other public places for a period not exceeding sixty (60) days.

SO ENACTED this 3rd day of May, 2022.

CITY OF PERRY, GEORGIA

By: _____
Randall Walker, Mayor

Attest: _____
Annie Warren, City Clerk

1st Reading: April 19, 2022

2nd Reading: May 3, 2022

BOND RESOLUTION

A BOND RESOLUTION OF THE PERRY PUBLIC FACILITIES AUTHORITY (THE “AUTHORITY”) TO PROVIDE FOR THE ISSUANCE OF THE PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2022, IN THE AGGREGATE PRINCIPAL AMOUNT OF [\$_____] (THE “SERIES 2022 BONDS”); SAID SERIES 2022 BONDS TO PROVIDE FUNDS FOR ADDITIONS AND IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE CITY OF PERRY, GEORGIA (THE “CITY”) (THE “PROJECTS”); TO PROVIDE THAT PAYMENT OF THE SERIES 2022 BONDS SHALL BE SECURED BY A FIRST AND PRIOR PLEDGE OF AND CHARGE OR LIEN ON THE REVENUES RECEIVED BY THE AUTHORITY PURSUANT TO AN INTERGOVERNMENTAL CONTRACT WITH THE CITY; TO PROVIDE FOR THE EXECUTION OF SAID CONTRACT WITH THE CITY; TO PROVIDE FOR THE ISSUANCE OF BONDS ON A PARITY WITH THE SERIES 2022 BONDS; TO PROVIDE FOR THE CREATION OF A CERTAIN FUND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS (AS DEFINED HEREIN); TO PROVIDE FOR THE VALIDATION OF THE BONDS; AND FOR OTHER PURPOSES.

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Exhibit A: Form of Intergovernmental Contract

BOND RESOLUTION

THIS BOND RESOLUTION (this “**Resolution**”), adopted this April 19, 2022, by the Perry Public Facilities Authority, a body corporate and politic and a public corporation which is deemed to be a political subdivision of the State of Georgia (the “**Authority**”);

WITNESSETH:

WHEREAS, the Authority has been created pursuant to an act of the General Assembly of the State of Georgia, the Perry Public Facilities Authority Act, Ga. Laws 2015, p. 4167 *et seq.* (the “**Act**”), and is deemed to be a political subdivision of the State of Georgia and a public corporation and instrumentality of the State of Georgia; and

WHEREAS, the Authority was created by the Act for the general purpose of undertaking any project in connection with the acquisition, construction, reconstruction, improvement, betterment, or extension of all buildings, facilities, equipment, and other real and personal property necessary or beneficial for the operation of the City of Perry, Georgia (the “**City**”), or any department, agency, division, or commission thereof; and

WHEREAS, under the Act, the Authority is authorized to acquire, construct, and equip any “project” described in the Act, which includes buildings, facilities, equipment, and other real and personal property necessary or beneficial for the efficient operation of the City, or any department, agency, division, or commission thereof, or any undertaking of the City permitted pursuant to the Revenue Bond Law, and to issue revenue bonds for the purpose of paying all or any part of the cost of any project of the Authority; and

WHEREAS, under the Act, the Authority is further empowered to make contracts for the construction of projects or contracts with respect to the use of projects and to contract with any political subdivision of the State of Georgia upon such terms and for such purposes as may be deemed advisable; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, any municipal corporation or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities and equipment, provided such contracts deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; however, under Georgia law, the City may obligate itself to make the payments required under such contract from money received from taxes and from any other source without creating a debt within the meaning of Article IX, Section V, Paragraph I of said Constitution; and

WHEREAS, the City and the Authority are each a “governmental body” as defined by the Revenue Bond Law of Georgia, codified in Official Code of Georgia Annotated (“**O.C.G.A.**”) § 36-82-60 through § 36-82-85, as amended, and are authorized to finance any revenue “undertaking” described therein and to issue revenue bonds to finance any undertaking; and

WHEREAS, the City of Perry, Georgia (the “**City**”) has requested that the Authority issue its revenue bonds in the aggregate principal amount of [\$ _____], as authorized by the

Act, to be secured by an intergovernmental contract with the City, to provide funds to finance (i) certain additions and improvements to the water and sewer system of the City (the “**Projects**”), and (ii) to pay certain costs of issuing the hereinafter described Series 2022 Bonds, all in accordance with the plans and specifications on file with the City and which by this reference thereto are incorporated herein and made a part hereof as fully as if set forth herein in their entirety; and

WHEREAS, in furtherance of its public purposes and pursuant to said request of the City, the Authority proposes to provide funds to finance the acquisition, construction, and equipping of the Projects, the title to which shall be vested in the City through the issuance of the Authority’s REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2022, in the aggregate principal of [\$ _____] (the “**Series 2022 Bonds**”), pursuant to this Resolution; and

WHEREAS, in consideration for the Authority’s issuance of the Series 2022 Bonds, the City has agreed to enter into an intergovernmental contract with the Authority, to be dated as of the date of issuance and delivery of the Series 2022 Bonds (the “**Contract**”), the form of which is attached hereto as Exhibit A, which Contract will provide, among other provisions, for payment by the City to the Sinking Fund (as defined herein), for the account of the Authority, of amounts sufficient to pay the principal of and interest on the Series 2022 Bonds and any bonds issued hereafter on a parity therewith, and to pay the reasonable charges and fees, if any, of the Paying Agent and Bond Registrar (as defined herein), and other expenses more fully and clearly referenced by the terms and provisions contained in the Contract; and

WHEREAS, the City is authorized pursuant to the Constitution of the State of Georgia to levy taxes, and to expend tax money of the City and other available funds and to obligate the City to make payment thereof to the Authority of the amounts provided for in the Contract; and

WHEREAS, the Act provides that revenue bonds issued by the Authority shall not be deemed to constitute a debt of the State of Georgia or any political subdivision thereof, but any political subdivision contracting with the Authority may obligate itself to make the payments required under such contract from money received from taxes levied for such purpose and from any other source, and such obligation shall constitute a general obligation and a pledge of the full faith and credit of the obligor but shall not constitute a debt within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, and when the obligation is made to make such payments from taxes to be levied for that purpose, then the obligation shall be mandatory to levy and collect such taxes from year to year in an amount sufficient to fulfill and fully comply with the terms of such obligation.

NOW, THEREFORE, BE IT RESOLVED by the Perry Public Facilities Authority in public meeting properly and lawfully called and assembled, and it is hereby resolved by authority of the same, as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions. Unless the context clearly requires otherwise, all terms used herein shall have the meanings set forth in this Article I.

“**Act**” means Ga. Laws 2015, p. 4167 *et seq.*

“**Authentication Agent**” means The Bank of New York Mellon Trust Company, N.A., or such other bank or trust company so designated by the Authority for the Series 2022 Bonds.

“**Authorized Newspaper**” means a newspaper or financial journal of general circulation in New York, New York which carries financial news, is printed in the English language and is customarily published on each Business Day.

“**Authority**” means the Perry Public Facilities Authority and its successors.

“**Bond Counsel**” means an attorney at law or a firm of attorneys, designated by the Authority, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“**Bond Date**” means the date of issuance and delivery of the Series 2022 Bonds or such other date as the Authority shall approve.

“**Bond Year**” means the period beginning on April 2 of each calendar year and ending on April 1 of the following calendar year.

“**Bondholder,**” “**Bondholders,**” “**Holder,**” or “**owner of Bonds**” means the registered owner of any Bond.

“**Bond Registrar**” means The Bank of New York Mellon Trust Company, N.A., or such other bank or trust company so designated by the Authority for the Series 2022 Bonds.

“**Bonds**” means the outstanding Series 2022 Bonds and, from and after the issuance of any Parity Bonds, unless the context clearly indicates otherwise, such Parity Bonds.

“**Business Day**” means a day which is not (a) a Saturday, a Sunday, or a legal holiday on which banking institutions in the State of Georgia, the State of New York, or the state in which is located the designated office of the Paying Agent (if a bank or trust company) are authorized by law or executive order to close or (b) a day on which the New York Stock Exchange is authorized or obligated by law or executive order to close.

“**Cede & Co.**” means Cede & Co., the nominee of DTC or any successor nominee of DTC.

“**City**” means the City of Perry, Georgia, a municipal corporation of the State.

“City Representative” means the person or persons at the time designated to act on behalf of the City by written certificate furnished to the Authority, containing the specimen signature of each such person.

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

“Construction Fund” means the fund authorized to be established by Section 503 of this Resolution.

“Construction Fund Custodian” means such bank or trust company to be designated in accordance with Section 602(c).

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed by an officer of the City and dated the date of issuance and delivery of the Series 2022 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Contract” means the intergovernmental contract, to be dated as of the date of issuance and delivery of the Series 2022 Bonds, between the Authority and the City, as the same may be amended or supplemented.

“Cost” or “Costs” in connection with the Projects, means all expenses which are properly chargeable thereto under generally accepted accounting principles or which are incidental to the financing, acquisition, construction, or installation of the Projects, or which otherwise may be financed under the Act, including, without limiting the generality of the foregoing:

(a) amounts payable to contractors and costs incident to the award and performance of contracts;

(b) cost of labor, materials, facilities, and services furnished by the City, and its employees or others, materials and supplies purchased by the City or others, and permits and licenses obtained by the City or others;

(c) engineering, architectural, legal, accounting, and other professional and advisory fees, as well as the fees and expenses, if any, of the Bond Registrar and Paying Agent;

(d) costs, fees, and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;

(e) costs of equipment;

(f) amounts required to repay temporary loans or advances of the City’s funds made to finance preliminary expenditures relating to the Projects, such as engineering, architectural, surveying, and similar costs; and

(g) costs of site improvements, including demolition, performed in anticipation of the Projects.

“Costs of Issuance” means the reasonable and necessary costs and expenses incurred by the Authority and the City with respect to the issuance of a series of Bonds, the Contract, this Resolution, and any transaction or event contemplated by the Contract or this Resolution, including fees and expenses of engineers, accountants, attorneys, and underwriters, and financial fees and expenses, advertising, recording, validation and printing expenses, and all other expenses incurred in connection with the issuance of a series of Bonds.

“Costs of Issuance Account” means the account authorized to be established by Section 502 of this Resolution.

“Counsel” means an attorney at law duly admitted to practice law before the highest court in any state.

“DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, or its nominee, or any other person, firm, association or corporation designated in any resolution of the Authority supplemental hereto to serve as securities depository for a series of Bonds.

“DTC Participant” means securities brokers and dealers, banks, trust companies, clearing corporation, and certain other corporations which have access to the DTC system.

“Event of Default” shall have the meaning given such term in Section 801 of this Resolution.

“Federal Tax Certificate” means a certificate executed by the appropriate officer of the Authority, dated the date of issuance and delivery of a series of Bonds, to the effect that on the basis of facts and estimates set forth therein, which may be provided by the City and relied on by the Authority, (A) it is not expected that the proceeds of the series of Bonds will be used in a manner that would cause the said Bonds to be “arbitrage bonds” within the meaning of § 148 of the Code and applicable regulations thereunder, and (B) to the best knowledge and belief of said officer, such expectations are reasonable.

“Interest Payment Date” shall have the meaning given such term in Section 202 of this Resolution.

“O.C.G.A.” means Official Code of Georgia Annotated.

“Outstanding under this Resolution,” “Outstanding hereunder,” or “Outstanding,” when used in reference to the Bonds means, as at any particular date, the aggregate of all Bonds authenticated and delivered under this Resolution except:

(a) Bonds canceled after purchase in the open market or because of payment at maturity or redemption prior to maturity;

(b) Bonds otherwise deemed to be paid in accordance with Article VII of this Resolution; and

(c) Bonds in lieu of or in exchange or substitution for which other Bonds shall have been authenticated and delivered pursuant to this Resolution unless proof is presented that such Bonds are held by a bona fide purchaser.

“Parity Bonds” means any revenue bonds of the Authority which may be issued hereafter on a parity with the Series 2022 Bonds in accordance with the terms of this Resolution.

“Paying Agent” means The Bank of New York Mellon Trust Company, N.A., or such other bank or trust company so designated by the Authority for the Series 2022 Bonds.

“Person” or **“persons,”** unless the context shall otherwise indicate, shall include any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

“Plans and Specifications” means the plans and specifications for the Projects prepared by or at the request of the City and on file with the City, as the same may be amended or revised from time to time as authorized in Section 4.05 of the Contract.

“Record Date” shall have the meaning given such term in Section 202 of this Resolution.

“Projects” shall have the meaning given such term in the Preamble to this Resolution.

“Resolution” means this Bond Resolution, as the same may be amended or supplemented.

“Revenues” means all money paid to the Authority by the City pursuant to Section 5.02(a) of the Contract, and all receipts of the Paying Agent credited under the provisions of this Resolution against such payments.

“Series 2022 Bonds” means the PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2022 authorized to be issued pursuant to the terms of this Resolution.

“Sinking Fund” means the fund authorized to be established by Section 507 of this Resolution.

“Sinking Fund Custodian” means The Bank of New York Mellon Trust Company, N.A., or such other bank or trust company so designated by the Authority for the Series 2022 Bonds.

“State” means the State of Georgia.

“Underwriter” means, with respect to the Series 2022 Bonds, Raymond James & Associates, Inc., in Atlanta, Georgia.

Section 102. Rules of Construction. The definitions set forth herein shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” and other equivalent words refer to this Resolution and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Resolution unless otherwise specified.

[END OF ARTICLE I]

ARTICLE II

AUTHORIZATION, TERMS, AND FORM OF BONDS

Section 201. Authorization and Designation of Bonds. Revenue bonds of the Authority designated PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2022, in the aggregate principal amount of [\$ _____] (the “**Series 2022 Bonds**”), are hereby authorized to be issued pursuant to the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 through § 36-82-85, as amended, the Constitution of the State, the general laws of the State, the laws of the State relating to the Authority, and pursuant to this Resolution, and all the covenants, agreements, and provisions of this Resolution shall be for the equal and proportionate benefit and security of all owners of the Bonds without preference, priority or distinction as to the charge, lien, or otherwise of any one Bond over any other Bond.

Section 202. Maturity, Interest Rates, Payment Dates, Date, Redemption Provisions, and Other Particulars of the Bonds.

(a) The Series 2022 Bonds shall bear interest at the rates set forth below, calculated on the basis of a 360-day year of twelve 30-day months, payable on April 1 and October 1 (each an “**Interest Payment Date**”) in each year, beginning October 1, 2022, and shall mature and be paid on April 1 in the years and principal amounts as follows:

(April 1) <u>Year</u>	Principal Amount <u>Maturing</u>	Interest <u>Rate</u>
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		

[*subject to optional and scheduled mandatory redemption as provided in Article III.]

(b) The Series 2022 Bonds are subject to redemption prior to maturity as provided by Article III herein.

(c) The Series 2022 Bonds as originally issued shall be lettered and numbered from R-1 upward in order of maturity according to the records maintained by the Bond Registrar.

(d) The Series 2022 Bonds shall be dated the date of their issuance and delivery or such other date as the Authority shall approve (the “**Bond Date**”).

(e) Except as provided in this Section, each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of such Bond to which interest on the Bonds has been paid, unless (i) such date of authentication is an Interest Payment Date to which

interest has been paid, in which case from such Interest Payment Date, (ii) such date of authentication of such Bond is after the Record Date with respect to an Interest Payment Date and prior to such Interest Payment Date, in which case from such Interest Payment Date, or (iii) no interest has been paid on the Bonds, in which case from the Bond Date.

(f) The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding any registration of transfer or exchange subsequent to such Record Date and prior to such Interest Payment Date. The term “**Record Date**” as used in this Section with respect to any Interest Payment Date means the 15th day of the calendar month next preceding such Interest Payment Date; provided, however, that if and to the extent a default shall occur in the payment of interest due on such Interest Payment Date, such past due interest shall be paid to the persons in whose name Outstanding Bonds are registered on a subsequent date of record established by notice given by mail by the Bond Registrar to the Holders of the Bonds not less than 30 days preceding such subsequent date of record.

(g) The principal of and redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of the Bonds shall be payable upon the presentation and surrender of the Bonds to the Paying Agent. The interest on the Bonds shall be paid by check or draft mailed by the Paying Agent by first class mail to the respective owners of the Bonds at their addresses as they appear on the bond register kept by the Bond Registrar (or by wire transfer to the registered owner of Bonds in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five business days prior to an Interest Payment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary).

(h) The Series 2022 Bonds shall be issued as fully registered bonds, without coupons, in the denomination of \$5,000 in principal amount or any integral multiple thereof.

(i) The Bonds are authorized to be issued in either certificated form distributed to the purchaser thereof or book-entry only form, with no physical distribution of Bonds made to the public.

If Bonds are issued as book-entry bonds, the following procedures shall apply thereto:

The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity, in the aggregate principal amount of such maturity, and will be held by the Bond Registrar on behalf of DTC.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants (which include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations), which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (a

“Beneficial Owner”) is in turn to be recorded on the records of the Direct Participants and others such as U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The registration of the Bonds in the name of Cede & Co., or such other DTC nominee, do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Principal and interest payments on the Bonds will be made by the Paying Agent to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the Authority or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC’s records. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Authority determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the Authority or the Beneficial Owners of the Bonds, the Authority shall discontinue the book-entry system with DTC. If the Authority fails to identify another qualified securities depository to replace DTC, the Authority will cause the Paying Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

If the book-entry system of evidence and transfer of ownership of the Bonds set forth in this Paragraph (g) of this Section is discontinued, the Bonds shall be delivered solely as fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple

thereof, shall be lettered "R" and numbered separately from 1 upward, the principal of the Bonds shall be payable upon the presentation and surrender of the Bonds at the designated corporate trust office of the Paying Agent, and the interest on the Bonds shall be paid by check or draft mailed by the Paying Agent by first class mail to the respective owners of the Bonds at their addresses as they appear on the bond register kept by the Bond Registrar (or by wire transfer to the registered owner of Bonds in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five business days prior to an Interest Payment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary), and shall be executed, authenticated, registered, exchanged, and canceled pursuant to the further provisions of Article II hereof. In addition, the Authority will pay all costs and fees associated with the printing of the Bonds and issuance of the same in certificated form.

So long as Cede & Co. or such other DTC nominee, as nominee for DTC, is the sole Bondholder, the Authority and the Bond Registrar will treat Cede & Co. or such other nominee as the only owner of the Bonds for all purposes under this Resolution, including receipt of all principal of and interest on the Bonds, receipt of notices, voting, and requesting or directing the Authority or the Paying Agent to take or not to take, or consenting to, certain actions under this Resolution. The Authority has no responsibility or obligation to the Direct or Indirect Participants or the beneficial owners with respect to (a) the accuracy of any records maintained by DTC or any Direct or Indirect Participant; (b) the payment by any Direct or Indirect Participant of any amount due to any beneficial owner in respect of the principal of and interest on the Bonds; (c) the delivery or timeliness of delivery by any Direct or Indirect Participant of any notice to any beneficial owner which is required or permitted under the terms of this Resolution to be given to Bondholders; or (d) other action taken by DTC or Cede & Co. or such other DTC nominee, as owner.

If a series of Bonds is issued as book-entry only, the form of said series of Bonds shall contain the following text:

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

THE AUTHORITY HAS ESTABLISHED A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THIS BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE HEREINAFTER DEFINED RESOLUTION, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, WILL BE THE REGISTERED OWNER AND WILL HOLD THIS BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER

OF THIS BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS BOND, WILL BE TREATED AS THE OWNER OF THIS BOND FOR ALL PURPOSES.

Section 203. Execution of Bonds. The Bonds will be executed on behalf of the Authority with the manual or facsimile signature of its Chairperson or Vice Chairperson and shall have printed or impressed thereon the official seal of the Authority and be attested with the manual or facsimile signature of its Secretary or Assistant Secretary. In case any officer of the Authority whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 204. Authentication of Bonds. Each Bond shall bear thereon a certificate of authentication substantially in the form hereinafter prescribed, executed by the Authentication Agent with a manually executed signature. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Authentication Agent, and such certificate of the Authentication Agent shall be conclusive evidence that such Bond so authenticated has been duly authenticated, registered, and delivered, and that the owner thereof is entitled to the benefits of this Resolution. The Authentication Agent's certificate of authentication on any Bond shall be deemed to have been executed by the Authentication Agent if signed manually by the Authentication Agent or its authorized representative, but it shall not be necessary that the same signatory or authorized signatory sign the certificate of authentication on all of the Bonds.

Section 205. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Bond is mutilated, lost, stolen, or destroyed, the Authority shall execute and the Authentication Agent shall authenticate and deliver a new bond of like date, maturity, and denomination to that mutilated, lost, stolen, or destroyed bond; provided that, in the case of any mutilated bond, such mutilated bond first shall be surrendered to the Authority or the Bond Registrar, and in the case of any lost, stolen, or destroyed bond, there first shall be furnished to the Authority and the Bond Registrar evidence of such loss, theft, or destruction satisfactory to the Authority and the Bond Registrar, together with an indemnity satisfactory to them. If any such bond shall have matured, instead of issuing a duplicate bond, the Paying Agent may pay the same without surrender thereof making such requirements as it deems fit for its protection, including a lost instrument bond. In executing a new bond, the Authority may rely conclusively upon a representation of the Bond Registrar that the Bond Registrar is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft, or destruction of any Bond.

Section 206. Validation Certificate. A validation certificate of the Clerk of Superior Court of Houston County, State of Georgia, bearing the manual signature or the engraved, imprinted, stamped, or otherwise reproduced facsimile signature of such Clerk and the impressed, imprinted, or otherwise reproduced seal of said court will be endorsed on each Bond and will be essential to its validity.

Section 207. Paying Agent and Bond Registrar; Authentication Agent. The Bond Registrar, Paying Agent, and Authentication Agent for a series of Bonds will keep proper

registration, exchange, and transfer records in which it shall register the name and address of the owner of each Bond for which it serves as Bond Registrar, Paying Agent, and Authentication Agent.

Section 208. Interchangeability of Bonds. The Bonds, upon surrender thereof to the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or such owner's duly authorized attorney, may be exchanged, at the option of the registered owner and upon payment by such registered owner of any charges which the Bond Registrar may make as provided in Section 210, for an equal aggregate principal amount of Bonds of any other authorized denominations.

Section 209. Transfer and Registration of Bonds. Bonds shall be transferable only upon the books of the Authority (which shall be kept for that purpose by the Bond Registrar) by the registered owner thereof in person or by such owner's attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or such owner's duly authorized attorney. Upon the transfer of any such registered Bond the Authority shall issue in the name of the transferee a new fully registered Bond, without coupons, of the same aggregate principal amount and maturity as the surrendered Bond.

Section 210. Regulations With Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Authority shall execute and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions hereof. All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Bond Registrar and canceled or retained by the Bond Registrar. No service charge shall be made to any Bondholder for any registration of transfer or exchange of Bonds, but for every such exchange or transfer the Authority or the Bond Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge, if any, required to be paid with respect to such exchange or transfer. The Bond Registrar shall not be required (i) to issue, transfer, or exchange any Bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing or (ii) to register the transfer of or exchange of any Bond so selected for redemption in whole or in part.

Section 211. Form of Bonds. The Series 2022 Bonds and the certificate of validation and certificate of authentication to be endorsed thereon will be in substantially the following terms and form, with such variations, omissions, and insertions as may be required to complete properly each respective Series 2022 Bond and as may be approved by the officer or officers executing each Series 2022 Bond by manual or facsimile signature, which approval shall be conclusively evidenced by such execution:

[FORM OF SERIES 2022 BONDS]

Unless this Series 2022 Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Perry Public Facilities Authority or its agent for registration of transfer, exchange, or payment, and any Series 2022 Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R-

UNITED STATES OF AMERICA
STATE OF GEORGIA

PERRY PUBLIC FACILITIES AUTHORITY
REVENUE BOND (CITY OF PERRY PROJECTS), SERIES 2022

Maturity Date: _____, 20____ CUSIP:
Interest Rate: _____%
Principal Amount: \$ _____
Bond Date: [Date of Issuance and Delivery]
Registered Owner: Cede & Co.

The Perry Public Facilities Authority (the "Authority"), a body corporate and politic, duly created and existing pursuant to the Constitution and laws of the State of Georgia, particularly an act of the General Assembly of Georgia (Ga. Laws 2015, p. 4167 *et seq.*) (the "Act"), for value received hereby promises to pay or cause to be paid to the registered owner named above, or registered assigns, the principal amount specified above, on the maturity date specified above, upon presentation and surrender of this Series 2022 Bond ("this Bond") to The Bank of New York Mellon Trust Company, N.A., at its designated corporate trust office, as Bond Registrar and Paying Agent, in lawful money of the United States of America, and to pay to the registered owner hereof by check or draft mailed by first class mail to such owner at such owner's address as it shall appear on the bond register kept by the Bond Registrar (or by wire transfer to the registered owner of Series 2022 Bonds in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five days prior to an Interest Payment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary), interest on such principal sum, at the interest rate per annum specified above, payable on April 1 and October 1 (each an "Interest Payment Date") of each year, beginning October 1, 2022, from the Bond Date, or from the most recent Interest Payment Date to which interest has been paid until payment is made of such principal sum in full.

The interest so payable on any such Interest Payment Date will be paid to the person in whose name this Bond is registered at the close of business on the 15th day of the calendar

month preceding such Interest Payment Date; provided, however, that if and to the extent a default shall occur in the payment of interest due on said Interest Payment Date, such past due interest shall be paid to the persons in whose names outstanding Series 2022 Bonds are registered on a subsequent date of record established by notice given by mail by the Paying Agent to the Holders of the Series 2022 Bonds not less than 30 days preceding such subsequent date of record. Both the principal of and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the duly authorized series of bonds designated PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2022, in the aggregate principal amount of [\$_____] (the "Series 2022 Bonds"), issued under and secured by a bond resolution adopted by the Authority on April 19, 2022 (the "Resolution"). The Series 2022 Bonds are being issued to provide funds to finance (i) certain additions and improvements to the water and sewer system of the City, and (ii) to pay certain costs of issuing the Series 2022 Bonds.

Pursuant to an intergovernmental contract, dated as of the date hereof (the "Contract"), between the Authority and the City, a municipal corporation of the State of Georgia, the City is obligated to pay the principal of and redemption premium, if any, and interest on the Series 2022 Bonds and any additional Parity Bonds (as hereinafter defined) (collectively, the "Bonds") as the same shall become due in accordance with their terms and provisions and to pay all fees and expenses as provided for in the Resolution. The City is to pay the payments due under the Contract directly to the Sinking Fund Custodian for the account of the Authority and deposited in the PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS, SERIES 2022 SINKING FUND (the "Sinking Fund").

Payment of the Series 2022 Bonds is secured by a first and prior pledge of and charge or lien on the revenue to be derived by the Authority pursuant to the Contract and the money on deposit in the Sinking Fund. In addition to the Series 2022 Bonds, the Authority, under certain conditions as provided in the Resolution, may issue additional revenue bonds ("Parity Bonds") which, if issued in accordance with such provisions, will rank *pari passu* with the Series 2022 Bonds with respect to the pledge of and the charge or lien on the revenue pledged to the payment thereof. Any such Parity Bonds may be redeemed in whole or in part before the maturity of the Series 2022 Bonds, subject to the requirements of the Resolution.

This Bond shall not constitute a debt or a pledge of the faith and credit of the State of Georgia or of any political subdivision thereof, but this Bond shall be payable solely from certain revenues and other funds of the authority as provided in the Resolution. The issuance of this Bond shall not obligate the State of Georgia or any political subdivision thereof, including the City or the Authority, to levy or pledge any form of taxation whatever for the payment hereof. No holder hereof or receiver or trustee in connection herewith shall have the right to enforce payment hereof against any property of the State of Georgia or any political subdivision thereof, including the City, or against any property of the Authority (other than the funds specifically pledged therefor pursuant to the Resolution), nor shall this Bond constitute a charge, lien, or encumbrance, legal or equitable, upon any such property. No recourse shall be had for the payment of the principal of or the interest on this Bond against any officer, director, or member of the Authority. The Authority has no taxing power.

Terms defined in the Resolution and used but not defined herein, shall, unless the context otherwise requires, have the meanings ascribed to such terms in the Resolution.

THE AUTHORITY HAS ESTABLISHED A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THE SERIES 2022 BONDS. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE HEREINAFTER DEFINED RESOLUTION, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, WILL BE THE REGISTERED OWNER AND WILL HOLD THIS BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY, OR TRANSFER, EACH BENEFICIAL OWNER OF THIS BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS BOND, WILL BE TREATED AS THE OWNER OF THIS BOND FOR ALL PURPOSES.

The Series 2022 Bonds maturing on April 1, 20__, and thereafter are subject to redemption by the Authority, at the direction of the City, in whole or in part, at any time, beginning April 1, 20__ (if less than all of the Series 2022 Bonds of a maturity are to be redeemed, the actual Series 2022 Bonds of such maturity shall be selected by lot in such manner as may be designated by DTC while the Series 2022 Bonds are held as book-entry bonds and by the Paying Agent if the Bonds are no longer held as book-entry bonds), in such order as may be designated by the Authority, at the direction of the City, at a redemption price of 100% of the principal amount of the Series 2022 Bonds called for redemption plus accrued interest to the redemption date.

The Series 2022 Bonds maturing on April 1, 20__, are subject to scheduled mandatory redemption prior to maturity in part *pro rata* among the Bondholders of the mandatory Series 2022 Bonds to be redeemed (rounded to the nearest \$5,000 of the principal amount of each Bond) at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of such redemption, in the following principal amounts and on the dates set forth below (the April 1, 20__, amount to be paid at maturity rather than redeemed):

<u>Year</u>	<u>Principal Amount</u>
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The Series 2022 Bonds maturing on April 1, 20__, are subject to scheduled mandatory redemption prior to maturity in part *pro rata* among the Bondholders of the mandatory Series 2022 Bonds to be redeemed (rounded to the nearest \$5,000 of the principal amount of each Bond) at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of such redemption, in the following principal amounts and on the dates set forth below (the April 1, 20__, amount to be paid at maturity rather than redeemed):

<u>Year</u>	<u>Principal Amount</u>
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Except as otherwise provided in the Resolution, this Bond is transferable, as provided in the Resolution, only upon the books of the Bond Registrar, upon presentation at said office of this Bond with the written request of the registered owner hereof or such owner's attorney duly

authorized in writing, and a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

Upon such transfer, a new registered Series 2022 Bond or Series 2022 Bonds of the same series and the same maturity and of authorized denomination or denominations for the proper principal amount shall be authenticated and delivered by the Authentication Agent. The Authority and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Authority nor the Paying Agent shall be affected by any notice to the contrary.

The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered owner shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid. This Bond is registrable as transferred by the owner hereof in person or by such owner's attorney duly authorized in writing at the office of the Bond Registrar, all subject to the terms and conditions of the Resolution.

The Series 2022 Bonds shall be issued as fully registered bonds in the denomination of \$5,000 in principal amount or any integral multiple thereof. This Bond, upon the surrender thereof to the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar executed by the owner or the owner's attorney duly authorized in writing, may be exchanged, at the option of the owner, for an equal aggregate principal amount of Series 2022 Bonds of the same maturity and interest rate of any other authorized denomination. No service charge shall be made for any such exchange or registration of transfer, but the Bond Registrar may require payment of such charges as shall be sufficient to cover any tax or other governmental charge, if any, which may be payable in connection therewith.

To the extent and in the manner permitted by the Resolution, modifications or alterations of the provisions thereof or of any supplement thereto or of the Series 2022 Bonds may be made by the Authority with the consent of the owners of a majority in principal amount of the Series 2022 Bonds then outstanding without necessity for notation hereon or reference thereto.

No covenant or agreement contained in this Bond or the Resolution shall be deemed to be a covenant or agreement of any official, officer, agent or employee of the Authority in his or her individual capacity, and neither the members of the Authority nor any official executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

The Authority has designated the Series 2022 Bonds as "qualified tax-exempt obligations" for purposes of § 265(b)(3) of the Internal Revenue Code of 1986, as amended.

It is hereby certified and recited that all conditions, acts, and things required by law and the Resolution to exist, to have happened, and to have been performed precedent to and in the issuance of this Bond, do exist, have happened, and have been performed and that this Bond complies in all respects with the Act and with all applicable laws of the State of Georgia.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Authentication Agent of the certificate of authentication hereon.

IN WITNESS WHEREOF, the Perry Public Facilities Authority has caused this Bond to be executed with the manual or facsimile signature of its Chairperson, and its corporate seal to be hereunto reproduced or impressed and attested with the manual or facsimile signature of its Secretary, as of the day first above written.

PERRY PUBLIC FACILITIES AUTHORITY

(S E A L)

By: _____ (FORM)
Chairperson

Attest: _____ (FORM)
Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2022 Bonds duly authorized by the within mentioned Resolution.

Date of Authentication: [Date of Issuance and Delivery]

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Authentication Agent

By: _____ (FORM)
Authorized Signatory

* * * * *

STATE OF GEORGIA)
)
HOUSTON COUNTY)

VALIDATION CERTIFICATE

I, the undersigned Clerk of Superior Court of Houston County, State of Georgia, keeper of the records and seal thereof, hereby certify that this Series 2022 Bond was validated and confirmed by judgment of the Superior Court of Houston County, Georgia, on _____, 2022.

IN WITNESS WHEREOF, I hereunto have set my hand or caused my official signature and the seal of the Superior Court of Houston County, Georgia, to be reproduced hereon in facsimile.

(S E A L)

_____ (FORM)
Clerk of Superior Court
Houston County, Georgia

ASSIGNMENT

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

Social Security Number or
Other Identifying Number of Assignee:

Please print or type name and address
(including postal zip code) of Assignee:

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ as Agent to transfer the within bond on the
books kept for registration thereof, with full power of substitution in the premises.

(FORM)
Assignor

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

Date: _____, 20__

Signature Guaranteed:

(FORM)

NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP, or MSP signature guarantee medallion programs.

[END OF FORM OF SERIES 2022 BOND]

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF BONDS BEFORE MATURITY;
PURCHASE OF BONDS IN MARKET

Section 301. Redemption of Series 2022 Bonds. The Series 2022 Bonds maturing on April 1, 20__, and thereafter are subject to redemption by the Authority, at the direction of the City, in whole or in part, at any time, beginning April 1, 20__ (if less than all of the Series 2022 Bonds of a maturity are to be redeemed, the actual Series 2022 Bonds of such maturity shall be selected by lot in such manner as may be designated by DTC while the Series 2022 Bonds are held as book-entry bonds and by the Paying Agent if the Series 2022 Bonds are no longer held as book-entry bonds), in such order as may be designated by the Authority at a redemption price of 100% of the principal amount of the Series 2022 Bonds called for redemption plus accrued interest to the redemption date.

The Series 2022 Bonds shall be called for redemption by the Bond Registrar pursuant to this Section 301 upon receipt by the Bond Registrar at least 30 days prior to the redemption date of a certificate of the Authority directing such redemption. Such certificate shall specify the maturity or maturities of the Series 2022 Bonds to be redeemed, the redemption date, the principal amount of the Series 2022 Bonds or portions thereof so to be called for redemption, the applicable redemption price or prices, and the provision or provisions of this Resolution pursuant to which such Series 2022 Bonds are to be called for redemption.

Section 302. Scheduled Mandatory Redemption. The Series 2022 Bonds maturing on April 1, 20__, are subject to scheduled mandatory redemption prior to maturity in part *pro rata* among the Bondholders of the mandatory Series 2022 Bonds to be redeemed (rounded to the nearest \$5,000 of the principal amount of each Bond) at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of such redemption, in the following principal amounts and on the dates set forth below (the April 1, 20__, amount to be paid at maturity rather than redeemed):

<u>Year</u>	<u>Principal Amount</u>
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The Series 2022 Bonds maturing on April 1, 20__, are subject to scheduled mandatory redemption prior to maturity in part *pro rata* among the Bondholders of the mandatory Series 2022 Bonds to be redeemed (rounded to the nearest \$5,000 of the principal amount of each Bond) at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of such redemption, in the following principal amounts and on the dates set forth below (the April 1, 20__, amount to be paid at maturity rather than redeemed):

<u>Year</u>	<u>Principal Amount</u>
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The *pro rata* redemption provided for in this Section 302 shall be made by redeeming from each Bondholder of the maturity to be redeemed that principal amount which bears the same proportion to the principal amount of such stated maturity registered in the name of such Bondholder as the total principal amount of such stated maturity to be redeemed on any date of scheduled mandatory redemption bears to the aggregate principal amount of such stated maturity Outstanding prior to redemption. If the Paying Agent cannot make a strict *pro rata* redemption among the Bondholders of a stated maturity, the Paying Agent will redeem more or less than a *pro rata* portion from one or more Bondholders of such stated maturity in such manner as the Paying Agent deems fair and reasonable. In connection with any such redemption prior to maturity, the Paying Agent will make appropriate entries in the Bond Register to reflect a portion of any Bond so redeemed and the amount of the principal remaining outstanding. The Paying Agent's notation in the Bond Register shall be conclusive as to the principal amount of any Outstanding Bond at any time.

Section 303. Notice of Redemption. The Bond Registrar shall give notice of redemption pursuant to this Article III one time not less than 30 days nor more than 45 days prior to the date fixed for redemption to the Holders of each of the Series 2022 Bonds being called for redemption by first class mail (electronically while the Series 2022 Bonds are held as book-entry bonds) at the address shown on the register of the Bond Registrar. Said notice may be a conditional notice under such terms as specified in the notice and shall contain the complete official name of the Series 2022 Bonds being redeemed, CUSIP number, certificate numbers, amounts called of each certificate (for partial calls), redemption date, redemption price, the Paying Agent's name and address (with contact person and phone number), date of issue of the Series 2022 Bonds, interest rate, and maturity date. Said notice shall also be given not less than 30 days nor more than 45 days prior to the date fixed for redemption, to the Electronic Municipal Market Access system ("EMMA") operated by the Municipal Securities Rulemaking Board or such other securities depository registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, which disseminate redemption notices. No transfer or exchange of any Bond so called for redemption shall be allowed. If any Holder of any Bond being redeemed pursuant to the provisions of this Article shall fail to present for redemption any such Bond within 60 days after the date fixed for redemption, a second notice of the redemption of such Bond shall be given to said Owner at the address of said Owner as shown on the bond register of the Bond Registrar within 90 days after the date fixed for redemption. The failure of the Bond Registrar to give such notice shall not affect the validity of the proceedings for the redemption of any Bond as to which no such failure occurred. Any notice mailed or delivered as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Holder receives the notice.

Section 304. Manner of Redemption. Series 2022 Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. In the case of the Series 2022 Bonds of denominations greater than \$5,000, if less than all of such Series 2022 Bonds of a single maturity then outstanding are to be called for redemption then for all purposes in connection with redemption, each \$5,000 of face value shall be treated as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all of the \$5,000 units of face value represented by any Bond are to be called for redemption, then upon notice of the intention to redeem such \$5,000 unit or units, the Owner of such Bond shall forthwith surrender such Bond to the Paying Agent for payment of the redemption price (including the redemption

premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units of face value called for redemption and there shall be issued to the Holder thereof, without charge therefor, fully registered Series 2022 Bonds for the unredeemed balance of the principal amount thereof, in any of the authorized denominations. If the Owner of any such Bond of a denomination greater than \$5,000 shall fail to present such Bond to the Paying Agent for payment in exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such \$5,000 unit or units of face value on and after the date fixed for redemption and (funds sufficient for the payment of the redemption price having been deposited with the Paying Agent and being available for the redemption) such Bond shall not be entitled to the benefit and security of this Resolution to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption) represented by such \$5,000 unit or units

Section 305. Effect of Redemption Call. Notice having been given in the manner and under the conditions prescribed herein, and money for the payment of the redemption price being held by the Paying Agent, all as provided in this Resolution, the Series 2022 Bonds or the portion thereof so called for redemption shall become and be due and payable on the redemption date designated in such notice at the redemption price provided for redemption of such Series 2022 Bonds on such date. Interest on the Series 2022 Bonds or the portion thereof so called for redemption shall cease to accrue from and after the date fixed for redemption unless default shall be made in payment of the redemption price thereof upon presentation and surrender thereof. Such Series 2022 Bonds shall cease to be entitled to any lien, benefit or security under this Resolution and the Owners of such Series 2022 Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bond or the portion thereof so called shall not be considered to be outstanding. Upon surrender of such Bond paid or redeemed in part only, the Authority shall execute and the Bond Registrar shall deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of the same type, of authorized denominations in the aggregate principal amount equal to the unpaid or unredeemed portion of the Bond.

Section 306. Purchase of Series 2022 Bonds in Market. Nothing herein contained shall be construed to limit the right of the Authority to purchase Series 2022 Bonds in the open market, at a price not exceeding the then applicable redemption price of the Series 2022 Bonds to be acquired, or at par and accrued interest for Series 2022 Bonds not then subject to redemption, from funds in the Sinking Fund. Any such Series 2022 Bonds so purchased shall not be reissued and shall be cancelled.

Section 307. Redemption of Parity Bonds. Additional Parity Bonds may be made subject to redemption either mandatorily or at the option of the Authority prior to maturity at the times and upon such terms and conditions as may be prescribed in the respective resolutions of the Authority supplemental to this Resolution relating to such Parity Bonds. If Parity Bonds are issued hereafter, such Parity Bonds of any such future issue or issues may be redeemed in whole or in part before the maturity of the Series 2022 Bonds, subject to the Sinking Fund requirements herein prescribed, and subject to the call provisions of such future Parity Bond series; provided, however, the Authority is not restricted hereby from acquiring as a whole, by redemption or

otherwise, all Outstanding Bonds of all such issues from any money which may be available for that purpose.

[END OF ARTICLE III]

ARTICLE IV

GENERAL AUTHORIZATIONS AND AGREEMENTS; PARITY BONDS; NON-ARBITRAGE AND TAX COVENANTS

Section 401. Payment of Principal and Interest; Limited Obligation. The Authority agrees that it will promptly pay the principal of 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 hereof and thereof. The Bonds shall not constitute a debt or a pledge of the faith and credit of the State of Georgia or of any political subdivision thereof, including the City, or of the Authority, but shall be payable from Revenues as provided herein. The issuance of the Bonds shall not obligate the State or any political subdivision thereof, including the City, to levy or pledge any form of taxation whatever for the payment thereof. No Holder of the Bonds or receiver or trustee in connection therewith shall have the right to enforce payment thereof against any property of the State or any political subdivision thereof, including the City, or against any property of the Authority (other than the funds specifically pledged therefor pursuant to this Resolution), nor shall the Bonds constitute a charge, lien or encumbrance, legal or equitable, upon any such property. No recourse shall be had for the payment of the principal of or interest on the Bonds against any officer, director, or member of the Authority. The Authority has no taxing power.

Section 402. Performance of Covenants; Authority. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and in the Contract, in any and every Bond executed, authenticated, and delivered hereunder and in all of its proceedings pertaining hereto. The Authority covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to adopt this Resolution and to execute the Contract, that all action on its part for the execution and delivery of this Resolution has been duly and effectively taken, and that the Bonds in the hands of the owners thereof will be valid and enforceable obligations of the Authority according to the terms thereof and hereof.

Section 403. Instruments of Further Assurance. The Authority will execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered, such resolutions supplemental hereto and such further acts and instruments for the better assuring, pledging, and confirming the amounts pledged hereby to the payment of the principal of and redemption premium, if any, and interest on the Bonds. The Authority, except as herein and in the Contract provided, will not encumber any part of its interest in the Revenues payable under the Contract or its rights under the Contract.

Section 404. Priority of Pledge; Parity Bonds.

(a) The pledge made in Section 508 hereof of the Revenues payable under the Contract and on deposit in the Sinking Fund constitutes a first and prior pledge of and lien on said Revenues. No other bonds or obligations of any kind or nature will be issued hereafter which are payable from or enjoy a lien on the Revenues prior to the lien created thereon for the payment of the Bonds.

(b) Parity Bonds may be issued by the Authority from time to time, ranking as to the lien on the Revenues *pari passu* with the Series 2022 Bonds for the specific purpose of completing the financing of the Projects or financing improvements or additions, real or personal, to any portion of the Projects, provided all the following conditions are met:

(1) The payments covenanted to be made hereunder have been and are being made as required.

(2) The Authority and the City shall enter into a contract or an amendment to contract, reaffirming and extending through the final maturity of the Parity Bonds then proposed to be issued all applicable covenants, terms, and provisions of the Contract. Under the terms of such contract or amendment to contract, the City shall obligate itself to pay directly to the Sinking Fund Custodian, for credit to the Sinking Fund, amounts sufficient to pay the principal of and the interest on the Bonds then outstanding and on the Parity Bonds then proposed to be issued, and for the payment of the reasonable fees and charges, if any, of the Paying Agent and Bond Registrar, less the interest and principal requirements on any bonds or obligations to be paid or redeemed from any or all of the funds to be made available by the sale of the Parity Bonds proposed to be issued.

(3) The Authority shall pass proper proceedings reciting that all of the above requirements have been met and authorizing the issuance of such Parity Bonds and shall provide in such proceedings, among other things, for the date, the rate or rates of interest, maturity dates, and redemption provisions, if any, which such Parity Bonds shall bear. The interest on any such Parity Bonds shall fall due on the Interest Payment Dates in each year, and the Parity Bonds shall mature in annual installments on either Interest Payment Date, but not necessarily in each year or in equal installments. Any such proceeding or proceedings shall require that the payments then being made for deposit into the Sinking Fund to be increased to the extent necessary to pay the principal of and interest on the Outstanding Bonds and on the Parity Bonds proposed to be issued, less the principal and interest requirements on any bonds or obligations to be redeemed from any or all of the funds to be made available by the sale of the Parity Bonds proposed to be issued. Any such proceeding or proceedings shall restate and reaffirm by reference all of the applicable terms, conditions, and provisions of this Resolution.

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

Section 405. Authorization of Contract. The execution, delivery, and performance of the Contract by and between the Authority and the City are hereby authorized. The Contract shall be in substantially the form attached hereto as Exhibit A, with such changes, insertions, or omissions as may be approved by the Chairperson or Vice Chairperson of the Authority. The Contract shall be executed by the Chairperson or Vice Chairperson of the Authority and attested by the Secretary or Assistant Secretary of the Authority.

Section 406. Authorization for Validation of Bonds. In order to carry out the issuance of the Series 2022 Bonds, and pursuant to the Constitution and laws of the State, including the Act, any officer of the Authority is hereby authorized and directed to immediately notify the

District Attorney of the Houston Judicial Circuit of the adoption of this Resolution by the Authority, to request said District Attorney to file a petition and complaint to confirm and validate the Series 2022 Bonds and to pass upon the security therefor, and any such officer is further authorized to acknowledge service and make answer in such proceeding.

Section 407. [Reserved].

Section 408. General Authorization. The proper officers of the Authority are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and the Contract, and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2022 Bonds and the execution and delivery of the Contract and all other documents authorized hereby.

Section 409. Non-Arbitrage and Tax Covenants.

(a) The Authority covenants and agrees for the benefit of the purchasers and owners of the Bonds from time to time outstanding that so long as any of the Bonds remain outstanding, it will not intentionally cause any proceeds of the Bonds to be used to acquire higher yielding investments, except as may be otherwise permitted by § 148 of the Code, and that, at the written request of the City, it will comply with, and take such action and make such payments as may be permitted or required by § 148(f) of the Code, to insure that the Bonds do not constitute “arbitrage bonds” within the meaning of § 148(a) of the Code.

(b) The Authority hereby covenants and agrees that it will cause the proceeds from the sale of the Bonds to be expended and will take such action as may be requested of it by the City so that the interest on the Bonds will be and will remain excludable from the gross income of the owners thereof for federal income tax purposes, including, without limitation, compliance with provisions of §§ 141-149 of the Code, as applicable. In furtherance of this covenant, for the benefit of the Bondholders, the Authority and City agree to comply with the provisions of a Federal Tax Certificate to be executed by the Authority, and acknowledged by the City, and delivered concurrently with the issuance and delivery of the Bonds.

Section 410. Designation of the Series 2022 Bonds as Qualified Tax-Exempt Obligations. The Authority has designated the Series 2022 Bonds as “qualified tax-exempt obligations” within the meaning of § 265(b)(3) of the Code.

Section 411. Continuing Disclosure. No financial or operating data concerning the Authority is material to an evaluation of the offering of the Bonds or to any decision to purchase, hold or sell the Series 2022 Bonds and the Authority will not provide any such information. The Authority shall have no liability to the beneficial owners of the Series 2022 Bonds or any other person with respect to Securities and Exchange Commission Rule 15c2-12(b)(5). Pursuant to Section 2.02 of the Contract, the City has undertaken all responsibility for compliance with continuing disclosure requirements, and the Authority shall have no liability to the Bondowners or any other person with respect to Securities and Exchange Commission Rule 15c2-12.

[END OF ARTICLE IV]

ARTICLE V

APPLICATION OF BOND PROCEEDS; CONSTRUCTION FUND; COSTS OF ISSUANCE ACCOUNT; SINKING FUND; PLEDGE OF REVENUES

Section 501. Application of Bond Proceeds. The proceeds derived from the sale of the Series 2022 Bonds shall be applied by the Authority, concurrently with the delivery of the Series 2022 Bonds to the initial purchaser or purchasers thereof, as follows:

- (i) all Costs of Issuance of the Series 2022 Bonds shall be paid at closing directly to those persons who shall be entitled to the same, or a portion of the proceeds estimated to be sufficient to pay all or a portion of the Costs of Issuance may be deposited in a Costs of Issuance Account to be created by the Authority and disbursed in accordance with Section 502 hereof; and
- (ii) the balance of the proceeds of the Series 2022 Bonds shall be deposited into the Construction Fund for use in payment of the Costs of the Projects.

Section 502. Costs of Issuance Account.

(a) A special account is hereby authorized to be created and established prior to the issuance and delivery of the Series 2022 Bonds, said fund to be designated the PERRY PUBLIC FACILITIES AUTHORITY, SERIES 2022 COSTS OF ISSUANCE ACCOUNT (the “**Costs of Issuance Account**”). If created and established, said fund shall be held separate and apart from all other deposits or funds, and any money deposited into the Costs of Issuance Account pursuant to Section 501(a) shall be disbursed to pay, or reimburse the City for, all or a portion of the Costs of Issuance.

(b) The Authority hereby appoints the City as agent of the Authority to make disbursements from the Costs of Issuance Account. Such disbursements shall not require the hereinafter described requisition and certificate but shall require an invoice for such payment; however, the City shall keep and maintain adequate records pertaining to the Costs of Issuance Account and all disbursements therefrom.

(c) Money on deposit in the Costs of Issuance Account may be invested, pending disbursement or use, in accordance with Section 601.

Section 503. Construction Fund. A construction fund is hereby authorized to be established prior to or concurrently with the issuance and delivery of the Series 2022 Bonds, said fund to be designated the PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS, SERIES 2022 CONSTRUCTION FUND (the “**Construction Fund**”). Proceeds from the sale of the Series 2022 Bonds as set forth in Section 501(ii) of this Resolution and any other funds received by grant, donation or otherwise to finance the Projects, shall be deposited to the credit of the Construction Fund. Such money as are deposited in the Construction Fund shall be held by the Construction Fund Custodian and withdrawn only in accordance with the provisions and restrictions set forth in this Resolution, and the City as agent of the Authority, will not cause or permit to be paid therefrom any sums except in accordance herewith; provided, however, that any money in the Construction Fund not needed at the time for the payment of the current obligations during the

course of the acquisition, construction, and equipping of the Projects, may be invested and reinvested by the Construction Fund Custodian, upon direction of the City, as agent for the Authority, in such investments as are set forth in Section 601(a) of this Resolution. Any such investments shall mature not later than such times as shall be necessary to provide money when needed for payments to be made from the Construction Fund, and shall be held by said Custodian for the account of the Construction Fund until maturity or until sold, and at maturity or upon such sale, the proceeds received therefrom, including accrued interest and premium, if any, shall be immediately deposited by said Custodian in the Construction Fund and shall be disposed of in the manner and for the purposes hereinafter provided. All money in and securities held for the Construction Fund shall be subject to a lien and charge in favor of the Holders of the Series 2022 Bonds and shall be held for the security of such Holders until disbursed as hereinafter provided for the payment of Costs of the Projects.

Section 504. Requisition Procedure.

(a) The Authority hereby appoints the City as agent of the Authority to make disbursements from the Construction Fund. All payments from the Construction Fund shall be made upon checks signed by an officer of the City properly authorized to sign in its behalf (the “**City Representative**”), but before such officer shall sign any such checks (other than checks issued in payment for Costs of Issuance which shall not require the hereinafter described requisition and certificate but shall require an invoice for such payment) there shall be filed with the City a requisition and certificate signed by the City Representative certifying:

(i) each amount to be paid and the name of the person, firm, or corporation to whom payment thereof is due;

(ii) that an obligation in the stated amount has been incurred by the City, that the same is a proper charge against the Construction 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 in the office of the City Representative;

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

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

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

(b) The City shall retain all requisitions filed pursuant to this Section, subject at all times to inspection by any officer of the Authority or any owner of a Bond, upon reasonable request.

Section 505. Other Disbursements from the Construction Fund.

(a) If the United States of America or the State, or any department, agency, or instrumentality of either, agrees to allocate money to be used to defray any part of the cost of acquiring, constructing, and equipping the Projects upon the condition that the City appropriate a designated amount of money for said specified purpose or purposes, and the City is required to withdraw any sum so required from the Construction Fund for deposit in a special account, the City shall have the right to withdraw any sum so required from the Construction Fund by appropriate transfer and to deposit the same in a special account for that particular purpose; provided, however, that all payments thereafter made from said special account may be made only in accordance with the requirements set forth in this Article.

(b) Withdrawals for investment purposes only (including authorized deposits with other banks) may be made by the Construction Fund Custodian to comply with written directions from an authorized officer of the City without any requisition other than said direction.

Section 506. Completion of the Projects. When the acquisition, construction, and equipping of the Projects has been completed substantially in accordance with the Plans and Specifications therefor, said fact shall be evidenced by a certificate to the Authority, the City, and the Construction Fund Custodian from the City Representative to such effect and specifying the date of completion. Should there be any balance in the Construction Fund which is not needed to defray proper unpaid charges against said fund, such balance shall be transferred to the Sinking Fund, or otherwise applied in accordance with State law.

Section 507. Creation of Sinking Fund; Use of Money Therein.

(a) There is hereby authorized to be established a special trust fund in the name of the Authority to be designated PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS, SERIES 2022 SINKING FUND (the “**Sinking Fund**”). The Sinking Fund shall be in the custody of the Sinking Fund Custodian, but in the name of the Authority.

(b) Except as otherwise provided in this Section 507 and in Sections 510 and 601, money in the Sinking Fund shall be used solely for the payment of the principal of and premium, if any, and interest on the Bonds, whether at maturity, by redemption or otherwise. The Authority hereby authorizes and directs the Paying Agent to withdraw sufficient funds from the Sinking Fund during each Bond Year to pay the principal of and interest on the Bonds as the same shall become due and payable, whether at maturity or otherwise. Any money held as a part of the Sinking Fund shall be invested and reinvested in accordance with the provisions of Section 601 hereof.

(c) Any amount in the Sinking Fund at the close of business of the Sinking Fund Custodian on the day immediately preceding any Interest Payment Date shall be credited against the obligations of the City to make payments under the Contract on such Interest Payment Date.

Section 508. Revenues to be Paid to Sinking Fund Custodian; Pledge of Revenues; Collateral Assignment to Bondholders.

(a) The Revenues (including the payments provided for in Section 5.02(a) of the Contract) are to be paid directly to the Sinking Fund Custodian for the account of the Authority, and deposited in the Sinking Fund. Said Revenues shall be sufficient in amount to pay the principal of and interest on the Bonds.

(b) The Authority hereby covenants and agrees that so long as any of the Bonds issued hereunder are Outstanding it will cause to be deposited in the Sinking Fund, pursuant to the Contract, sufficient sums from the Revenues to meet and pay promptly the principal of and interest on the Bonds as the same become due and payable.

(c) All Revenues payable under the Contract and on deposit in the Sinking Fund shall be and are hereby pledged by the Authority to the prompt payment of the principal of and interest on the Bonds. Such money shall immediately be subject to the lien of this pledge for the benefit of the Bondholders without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against the Authority and against all other persons having claims against the Authority, whether such claims shall have arisen in tort, contract, or otherwise and irrespective of whether such parties have notice thereof. This pledge shall rank superior to all other pledges which hereafter may be made of any of the funds and accounts pledged in this Resolution.

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

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

(f) The Authority covenants to enforce all covenants, undertakings, and obligations of the City under the Contract, and the Authority hereby authorizes and directs the Bondholders

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

(g) The Authority shall not create or suffer to be created any lien, security interest, or charge upon the Revenues or the Contract, other than the pledge and assignment created by this Resolution.

Section 509. Deposits into Sinking Fund. There shall be paid into the Sinking Fund, as and when received: (i) all payments under the Contract which are required to be paid into the Sinking Fund, (ii) any other money required to be deposited therein pursuant to this Resolution, and (iii) all other money received by the Sinking Fund Custodian when accompanied by directions that such money is to be paid into the Sinking Fund. There also shall be retained in the Sinking Fund interest and other income received on investments of money in the Sinking Fund, to the extent provided in Section 601 hereof.

Section 510. Bonds Not Presented When Due. If any Bonds shall not be presented for payment when the principal thereof and premium, if any, become due, either at maturity or otherwise, if money sufficient to pay such Bonds are on deposit in the Sinking Fund for the benefit of the Holders thereof, all liability of the Authority to the Holders thereof for the payment of such Bonds shall cease forthwith, terminate, and be completely discharged, and it shall be the duty of the Paying Agent to segregate and hold such money in trust, without liability for interest thereon, for the benefit of Holders of such Bonds who thereafter shall be restricted exclusively to such fund or funds for the satisfaction of any claim of whatever nature on their part under this Resolution or relating to said Bonds. Such segregated funds shall not be subject to investment.

Any money deposited with the Paying Agent in trust for the payment of the principal of and premium, if any, or interest on any Bond and remaining unclaimed for five years after such principal, premium, if any, or interest has become due and payable shall, upon the City's request to the Paying Agent, be paid to the City. After the payment of such unclaimed money to the City, the Bondholder thereafter shall look only to the City for the payment thereof, and any liability of the Paying Agent with respect to such money shall thereupon cease.

Section 511. Fees, Charges, and Expenses. Pursuant to the Contract, during such time as the Bond Registrar, Paying Agent, and Authentication Agent is a bank or trust company, the City is to pay, during such time, the reasonable and necessary fees and expenses of the Bond Registrar and Paying Agent, as and when the same become due, upon the submission by the Bond Registrar and Paying Agent of invoices therefor.

[END OF ARTICLE V]

ARTICLE VI

INVESTMENT OF MONEY;
DESIGNATION OF DEPOSITORIES

Section 601. Authorized Investments.

(a) Construction Fund Money. Subject to the provisions of this Resolution, money in the Construction Fund may be invested and reinvested by the Construction Fund Custodian at the direction of the City Representative in any of the following investments allowed by O.C.G.A. § 36-82-7, if and to the extent the same are at the time legal for investment of bond proceeds:

(i) the local government investment pool created in O.C.G.A. § 36-83-8; or

(ii) the following securities and no others:

(A) bonds or other obligations of the Authority, or bonds or obligations of the State or other states or of counties, municipal corporations, and political subdivisions of the State;

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

(C) 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 nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(D) 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 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;

(E) 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 or savings and loan associations located within the 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 depository, custodian or trustee for any proceeds of the Bonds; provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, 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 of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or other states or any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in subparagraph (B) above, obligations of the agencies and instrumentalities of the United States government included in subparagraph (C) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in subparagraph (D) above;

(F) 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:

(1) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in subparagraph (B) and (C) above and repurchase agreements fully collateralized by any such obligations;

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

(3) 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

(4) 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; and

(G) 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 money so placed to be available for use at the time provided with respect to the investment or reinvestment of such money.

(b) Sinking Fund and Costs of Issuance Money. Money in the Sinking Fund and the Costs of Issuance Account, if any, may be invested by the custodian of said funds, at the direction of the City Representative, in such investments as are authorized by law at the time the investment is made, including specifically investments pursuant to O.C.G.A. § 36-80-3 and O.C.G.A. § 36-83-4, if and to the extent the same are at the time legal for investment of such money.

Pursuant to O.C.G.A. § 36-80-3, the City Representative may invest and reinvest money in the Sinking Fund and the Costs of Issuance Account in:

1. obligations of the United States and of its agencies and instrumentalities, or obligations fully insured or guaranteed by the United States government or by one of its agencies.
2. bonds or certificates of indebtedness of the State and of its agencies and instrumentalities.
3. certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured.

Pursuant to O.C.G.A. § 36-83-4, the City Representative may invest and reinvest money subject to its control and jurisdiction in:

1. obligations of the State or of other states;
2. obligations issued by the United States government;
3. obligations fully insured or guaranteed by the United States government or by one of its agencies;
4. obligations of any corporation of the United States government;
5. prime bankers' acceptances;
6. the local government investment pool established by O.C.G.A. § 36-83-8;

7. repurchase agreements; and
8. obligations of other political subdivisions of the State of Georgia.

Section 602. Designation of Bond Registrar, Paying Agent, Authentication Agent, and Fund Custodians.

(a) The Bank of New York Mellon Trust Company, N.A., is designated as Bond Registrar, Paying Agent, and Authentication Agent for the Series 2022 Bonds.

(b) The Bank of New York Mellon Trust Company, N.A., is designated as Sinking Fund Custodian for the Series 2022 Bonds.

(c) SunMark Community Bank, in Perry, Georgia, is designated as the Construction Fund Custodian for the Series 2022 Bonds.

Section 603. Bank or Trust Company as Bond Registrar, Paying Agent, and Authentication Agent.

(a) During such time as the Bond Registrar, Paying Agent, and Authentication Agent is a bank or trust company, any presentation and surrender of Bonds to the Paying Agent or Bond Registrar as required herein shall be to the designated corporate office of said bank or trust company.

(b) During such time as the Bond Registrar and Paying Agent is a bank or trust company, any corporation into which the Bond Registrar and Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Bond Registrar and Paying Agent shall be a party, or any corporation to which substantially all the corporate trust business of the Bond Registrar and Paying Agent may be transferred, shall, subject to the terms of this Resolution, be Bond Registrar and Paying Agent under this Resolution without further act.

[END OF ARTICLE VI]

ARTICLE VII
DEFEASANCE

Section 701. Defeasance.

(a) Bonds shall be deemed to have been paid in full and the lien of this Resolution shall be discharged:

(i) after there shall have been irrevocably deposited with the Paying Agent for that purpose, either (A) sufficient money or (B) obligations of, or guaranteed as to principal and interest by, the United States of America, or certificates of an ownership interest in the principal or interest of obligations of or guaranteed as to principal and interest by the United States of America, which shall not contain provisions permitting the redemption thereof prior to their stated maturity, the principal of and the interest on which when due, will be sufficient, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), together with any money deposited therewith, for the payment at the respective maturities or redemption dates of the Bonds to be defeased, of the principal thereof and the redemption premium, if any, and the interest to accrue thereon to such maturity or redemption date, as the case may be;

(ii) there shall have been paid to the Bond Registrar and Paying Agent all fees and expenses due or to become due in connection with the payment or redemption of the Bonds to be defeased or satisfactory arrangements have been made with the Bond Registrar and Paying Agent to make said payments; and

(iii) unless all Outstanding Bonds are to mature or be redeemed within the next 60 days, the Authority shall have given the Bond Registrar and Paying Agent irrevocable instructions to give notice, as soon as practicable, to the owners of the Outstanding Bonds to be defeased, by first class mail, postage prepaid, at their last addresses appearing upon the books of registration, that the deposit required by (i) above has been made with the Bond Registrar and Paying Agent and that said Bonds are deemed to have been paid in accordance with this Section 701 and stating such maturity date or redemption date upon which money is to be available for the payment of the principal or redemption price of said Bonds. The Bond Registrar and Paying Agent may also give such notice by publication in an Authorized Newspaper but such publication shall not be a condition precedent to payment in full of the Bonds and failure so to publish any such notice shall not affect the validity of the proceedings for the payment in full of the Bonds to be defeased.

(b) In addition to the foregoing provisions of this Article VII, the lien of this Resolution shall only be discharged pursuant to this Article VII if the City delivers to the Authority an opinion of Bond Counsel providing that all conditions precedent to the discharge of the lien of this Resolution pursuant to this Article VII have been satisfied and such deposit and discharge will not adversely affect the exclusion of the interest on the Bonds from federal income taxation.

(c) It is contemplated that any Bonds issued and secured pursuant to this Resolution may be paid, or deemed to be paid in full as aforesaid, and any other Bonds not paid, or not deemed to be paid in full as aforesaid, shall remain Outstanding hereunder. Upon payment in full of any Bonds as provided in this Section 701, the Owners of such Bonds shall no longer be entitled to the benefits of the security afforded by this Resolution and, except for the purposes of registration, exchange, and transfer, shall no longer be deemed outstanding hereunder.

(d) Whenever all Bonds issued hereunder shall be deemed to have been paid pursuant to this Section 701, any balances remaining in the Sinking Fund shall be retained by the City and used for any lawful purpose.

[END OF ARTICLE VII]

ARTICLE VIII

DEFAULT PROVISIONS AND REMEDIES OF BONDHOLDERS

Section 801. Defaults; Events of Default. If any of the following events occur, it is hereby declared to constitute an “Event of Default”:

(a) default in the due and punctual payment of the principal of or premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity or by proceedings for redemption prior to maturity, or otherwise; or

(b) default in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or

(c) default in the performance or observance of any of the other covenants, agreements, or conditions on the part of the Authority in this Resolution or in the Bonds contained and failure to remedy the same within 30 days after written notice specifying such default and requiring the same to be remedied shall have been received by the Authority and the City from the owner of any Bond; unless, however, action to remedy such failure shall have been undertaken and more than 30 days is reasonably required for its completion, in which event the Authority and the City may permit such failure to remain unremedied during the lesser of 90 days or the time required for the completion of such action and any appeal therefrom, irrespective of whether such period extends beyond the 30 day period after the receiving of notice, unless by such action the lien or charge hereof on any part of the Revenues shall be materially endangered, in which event, such failure shall be promptly remedied.

(d) the dissolution or liquidation of the City or the voluntary initiation by the City of any proceeding under any law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the City of any such proceeding which shall remain undismissed for 60 days, 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 failure generally by the City to pay its debts as they become due; or

(e) the occurrence and continuance of any event of default as described in Section 8.01 of the Contract.

Section 802. [Reserved].

Section 803. Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the owners of not less than a majority in principal amount of the Bonds Outstanding may pursue any available remedy (other than the remedy of acceleration) provided by the Contract as well as any available remedy at law or in equity to enforce the payment of the principal of and premium, if any, and interest on the Bonds.

If an Event of Default shall have occurred the owners of not less than a majority in principal amount of Bonds Outstanding may exercise such one or more of the rights and powers conferred by this Section 803, including the right to secure specific performance by the

Authority of any covenant or agreement herein contained; the right to protect and enforce the rights of the owners of the Bonds by suit, action or special proceedings in equity or at law in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy deemed most effectual to protect and enforce such rights; and the right to enforce remedies afforded to the Authority under the Contract.

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

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; such right or power may be exercised from time to time as often as may be deemed expedient.

Section 804. Right of Bondholders to Direct Proceedings. The Holders of a majority in principal amount of the Bonds Outstanding shall have the right to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Resolution, or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Resolution.

Section 805. Waiver by Authority. Upon the occurrence of an Event of Default, to the extent that such rights may then lawfully be waived, neither the Authority, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, or redemption laws of any jurisdiction now or hereafter in force, in order to prevent or hinder the enforcement of this Resolution, and the Authority, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 806. Application of Money. After payment of the costs and expenses of the proceedings resulting in the collection of money and of the expenses, liabilities, and advances incurred or made pursuant to any right given or action taken under the provisions of this Article, all money received shall be deposited in the Sinking Fund and all money in the Sinking Fund shall be applied to or in connection with the payment of Bondholders in respect of all accrued and unpaid interest and unpaid principal, or unpaid premium due on redemption, which has become due on such Bonds, and, if the amount available shall not be sufficient to pay in full any amount owed on the Bonds, then to the payment, according to the amount due respectively, for principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority of principal or premium over interest, or of interest over principal or premium, if any, or of any installments of interest over any other installments of interest or of any Bonds over any other Bonds, ratably, according to the amount due, respectively, of principal and interest to the persons entitled thereto without any discrimination or privilege.

Section 807. Limitation on Rights and Remedies of Bondholders. No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Resolution, for the execution of any trust thereof or to enforce any other

right or remedy hereunder, unless a default has occurred nor unless also such default shall have become an Event of Default and the Holders of not less than a majority in principal amount of Bonds Outstanding shall have instituted an action, suit or proceeding in its, his or their own name or names, it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Resolution by its, his or their action or to enforce any right or remedy hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Holders of all Bonds Outstanding. Nothing in this Resolution contained shall affect or impair, however, the right of any Bondholder to enforce the payment of the principal of and premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the Authority to pay the principal of and premium, if any, and interest on each of the Bonds issued hereunder to the respective Holders thereof at the time and place, from the source, and in the manner expressed in the Bonds.

Section 808. Termination of Proceedings. In case any proceedings taken by the owner of any Bond on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Authority and the owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the owners of the Bonds shall continue as if no such proceedings had been taken.

[END OF ARTICLE VIII]

ARTICLE IX

SUPPLEMENTAL RESOLUTIONS;
AMENDMENTS TO CONTRACT

Section 901. Supplemental Resolutions Not Requiring Consent of Bondholders. The Authority, with the consent of the City, but without the consent of, or notice to, any of the Bondholders, may adopt such resolution or resolutions supplemental to this Resolution as shall be consistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission or inconsistent provision in this Resolution;
- (b) to grant to or confer upon the Bondholders any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Bondholders;
- (c) to subject to the lien and pledge of this Resolution additional revenues, properties, or collateral; or
- (d) to provide for the issuance of Parity Bonds in accordance with the provisions of this Resolution.

Section 902. Supplemental Resolutions Requiring Consent of Bondholders.

(a) Exclusive of supplemental resolutions covered by Section 901 hereof, and subject to the terms and provisions contained in this Section 902, and not otherwise, the owners of a majority in principal amount of the Bonds Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve, in writing, the adoption by the Authority of such other resolution or resolutions supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution, provided, that without the written consent of owners of all the Bonds Outstanding the Authority may not adopt any supplemental resolution that has the effect of permitting a change in the terms of redemption (other than changes in the procedures for redemption) or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or redemption price thereof or in the rate of interest thereon without the consent of the Holder of such Series 2022 Bond, or shall reduce the percentages of Series 2022 Bonds the consent of the Holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Bond Registrar or Paying Agent without its written assent thereto.

(b) If at any time the Authority shall seek to adopt any such supplemental resolution for any purposes of this Section, it shall notify the City and the Bond Registrar, and the Bond Registrar shall cause notice of the proposed execution of such supplemental resolution to be mailed by first class mail to the registered owners of the Bonds, but no failure to mail any such notice nor any defect in any notice shall affect the right of the Authority to effect the validity of

such supplemental resolution if all necessary consents are obtained. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy of the same is on file with the Bond Registrar. If the owners of a majority in aggregate principal amount of the Bonds Outstanding hereunder at the time of the execution of any such supplemental resolution shall have consented to and approved the execution thereof as herein provided, no Bondholder shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Authority from adopting the same or from taking any action pursuant to the provisions thereof. Upon the adoption of any such supplemental resolution as in this Section 902 permitted and provided, this Resolution shall be deemed to be modified and amended in accordance therewith.

(c) Anything herein to the contrary notwithstanding, a supplemental resolution adopted under this Article IX shall not become effective unless and until the City shall have consented in writing to the adoption and delivery of such supplemental resolution. In this regard, the Authority shall cause notice of the proposed adoption and delivery of any such supplemental resolution to which the City has not already consented, together with a copy of the proposed supplemental resolution and a written consent form to be signed by the City to be hand delivered to the City at least 30 days prior to the proposed date of adoption and delivery of any such supplemental resolution.

Section 903. Amendments to Contract Not Requiring Consent of Bondholders. The Authority and the City, without the consent of or prior notice to the Bondholders, may amend the Contract for the following purposes:

- (a) to cure any ambiguity or formal defect or omission or inconsistent provisions of the Contract;
- (b) to reaffirm all applicable covenants, terms, and provisions of the Contract and extend its term through the final maturity of Parity Bonds then proposed to be issued; or
- (c) any other purpose which does not adversely affect the interest of the Bondholders.

Section 904. Amendments to Contract Requiring Consent of Bondholders. Except for the amendments as provided in Section 903 hereof, neither the Authority nor the City may amend the Contract whereby such amendment would operate to affect adversely the interest of the Holders of the Outstanding Bonds unless written consent is obtained of (A) all the Holders of the Bonds Outstanding or (B) in the case less than all of the Bonds then outstanding are affected by the amendment, the Holders of all the Outstanding Bonds which are so affected. No such amendment shall ever affect the obligations of the City to make payments under the Contract or the City's covenants with respect to the use of the proceeds of the Bonds.

Section 905. Notice of Supplemental Resolutions and Amendments. To the extent herein not otherwise required, a copy of each supplemental resolution or amendment to the Contract, made or entered into in accordance with the preceding Sections of this Article IX, shall be furnished to each of the Authority, the City, and the Bondholders.

Section 906. Effect of Supplemental Proceeding. Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article thereafter shall form a part of this Resolution, and all the terms and conditions contained in any such supplemental resolution as to any provision authorized to be contained therein shall be a part of the terms and conditions of this Resolution and shall be effective as to all Owners of the then Outstanding Bonds and of any Parity Bonds, and no notation or legend of such modifications and amendments shall be required to be made on any such outstanding Bonds.

Section 907. Resolution Constitutes Contract. The provisions, terms, and conditions of this Resolution shall constitute a contract by and between the Authority and the Owners of Outstanding Bonds, and, after the issuance of the Series 2022 Bonds, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the Owners of the Bonds nor shall the Authority adopt any resolution or ordinance in any way ever adversely affecting the rights of such Owners so long as any of the Bonds or the interest thereon shall remain unpaid; provided, however, that the provisions of this Section shall not be construed to restrict or impair any rights reserved to the Authority by the provisions of this Article IX.

Section 908. Subsequent Proceedings Consistent with Resolution. Any subsequent proceeding or proceedings authorizing the issuance of Parity Bonds as permitted under the provisions of this Resolution shall in nowise conflict with the terms and conditions of this Resolution, but, for all legal purposes, shall contain all the covenants, agreements, and provisions of this Resolution for the equal protection and benefit of all Owners of Bonds.

[END OF ARTICLE IX]

ARTICLE X

MISCELLANEOUS

Section 1001. Consents of Bondholders. Any consent, request, direction, approval, objection, or other instrument required by this Resolution to be signed and executed by the Bondholders may be in any number of concurrent documents and may be executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection, or other instrument or of the written appointment of any such agent or the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution; and

(b) The fact of ownership of Bonds and the amount or amounts, numbers, and other identification of such Bonds, and the date of holding the same shall be provided by the registration books of the Authority maintained by the Bond Registrar pursuant to Section 207.

Section 1002. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto and the owner of any Bonds any legal or equitable right, remedy, or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Holders of the Bonds as herein provided.

Section 1003. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

Section 1004. Immunity of Members, Officers, and Employees of the Authority. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the Authority contained in this Resolution or in the Bonds or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise, or agreement of the Authority contained in the Contract, against any member, officer, or employee, as such, in his individual capacity, past, present, or future, of the Authority or of any successor corporation, either directly or through the Authority or any successor corporation, whether by virtue of any constitutional provision, statute, or rule of law or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Resolution, the Bonds, and the Contract are solely corporate obligations, and that no personal liability whatsoever shall attach to or be incurred by any member, officer or employee as such, past, present or future, of the Authority or of any successor corporation, either directly or by reason of the obligations,

covenants, promises, or agreements entered into between the Authority and the City to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer, and employee is, by the adoption of this Resolution and the issuance of the Bonds, and as a condition of, and as a part of the consideration for, the adoption of this Resolution and execution of the Bonds, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section 1004 shall survive the termination of this Resolution.

Section 1005. Communications. All communications provided for herein shall be in writing and shall be sufficiently given and served upon the Authority and the City if sent by facsimile with the original to follow by United States registered mail, return receipt requested, postage prepaid (unless otherwise required by the specific provisions hereof in respect of any matter) and addressed as follows:

If to the Authority: Perry Public Facilities Authority
1211 Washington Street
P. O. Box 2030
Perry, Georgia 31069
Phone: (478) 988-2700
Fax: (478) 988-2705
Attention: Secretary

With a copy to: City Attorney, City of Perry
1211 Washington Street
P.O. Box 2030
Perry, Georgia 31069
Phone: (478) 988-2750
Fax: (478) 988-2705
Attention: Brooke P. Newby, Esq.

If to the City: City of Perry
1211 Washington Street
P. O. Box 2030
Perry, Georgia 31069
Phone: (478) 988-2700
Fax: (478) 988-2705
Attention: City Manager

With a copy to: City Attorney, City of Perry
1211 Washington Street
P.O. Box 2030
Perry, Georgia 31069
Phone: (478) 988-2750
Fax: (478) 988-2705
Attention: Brooke P. Newby, Esq.

A copy of each communication given hereunder by the Authority or the City also shall be given to any registered owner of a majority in principal amount of Outstanding Bonds.

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

Section 1006. Payments Due on Day Other than a Business Day. When the date on which any payment is due hereunder shall not be a Business Day, then such payment may be made on the next succeeding Business Day with the same force and effect as if made on the date fixed for such payment and no additional interest shall accrue because of such payment occurring on said next Business Day.

Section 1007. Laws Governing Resolution. The effect and meaning of this Resolution and the rights of all parties hereunder shall be governed by and construed according to the laws of the State.

Section 1008. Performance Audit. Unless specifically waived pursuant to the publication of such waiver in compliance with the provisions of O.C.G.A. § 36-82-100, the Authority will select a certified public accountant or an outside auditor, consultant or provider for the purpose of providing for a continuing performance audit or performance review of the expenditure of bond proceeds and otherwise complying with the provisions of O.C.G.A. § 36-82-100, the cost of which performance audit or performance review shall be paid by the funds of the City.

Section 1009. Bond Purchase Agreement. The Chairperson or Vice Chairperson and the Secretary or Assistant Secretary of the Authority are authorized to execute on behalf of the Authority a Bond Purchase Agreement with Raymond James & Associates, Inc., Atlanta, Georgia, as Underwriter of the Bonds, in the form submitted to the Authority at the time of adoption of this Resolution.

Section 1010. Official Statement. The Authority has caused to be prepared and distributed a Preliminary Official Statement with respect to the Series 2022 Bonds and shall prepare, execute, and deliver an Official Statement for the Series 2022 Bonds in final form, and the execution and delivery of said Official Statement Bonds in final form are hereby authorized and approved. The use and distribution of a Preliminary Official Statement with respect to the Series 2022 Bonds be and the same is hereby ratified and confirmed, and the Chairperson or Vice Chairperson of the Authority is duly authorized to “deem final” the Preliminary Official Statement within the meaning of Securities Exchange Act Rule 15c2-12. The Chairperson or Vice Chairperson of the Authority is hereby authorized to execute and deliver the Official Statement for and on behalf of the Authority and said Official Statement shall be in substantially the form of the Preliminary Official Statement, subject to such changes, insertions, or omissions as may be approved by the Chairperson and the execution of said Official Statement by the Chairperson or Vice Chairperson as hereby authorized shall be conclusive evidence of any such approval. The distribution of the Preliminary Official Statement and Official Statement for and on behalf of the Authority is hereby authorized and approved.

Section 1011. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or Sections of this Resolution.

Section 1012. Repealer. Any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

Section 1013. General Authority. The proper officers, agents, and employees of the Authority hereby are authorized to take any and all further actions and execute and deliver any and all other certificates and documents as may be necessary or desirable in connection with the issuance of a the Series 2022 Bonds and the execution and delivery of the Contract, the federal tax certificate, the official statement, and the carrying out of the purposes and intent of this Resolution. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, agents, and employees of the Authority hereby are authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed.

[END OF ARTICLE IX]

APPROVED AND ADOPTED this April 19, 2022.

PERRY PUBLIC FACILITIES AUTHORITY

By: _____
Chairperson

Exhibit A

FORM OF INTERGOVERNMENTAL CONTRACT

[Attached.]

SECRETARY'S CERTIFICATE

The undersigned Secretary of the Perry Public Facilities Authority (the "Authority") DOES HEREBY CERTIFY that the foregoing constitutes a true and correct copy of a resolution adopted on April 19, 2022, by a majority of the entire membership of the Authority in a meeting duly called and assembled and open to the public at which a quorum of members was present and acting throughout, and that the original of said resolution appears of record in the minute book of the Authority, which is in my possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of Official Code of Georgia Annotated.

(S E A L)

Secretary

A RESOLUTION OF THE CITY OF PERRY, GEORGIA (THE "CITY"), AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY AND THE PERRY PUBLIC FACILITIES AUTHORITY (THE "AUTHORITY") TO SECURE PAYMENT OF THE AUTHORITY'S REVENUE BONDS, SERIES 2022, IN THE AGGREGATE PRINCIPAL AMOUNT OF [\$_____], FOR THE PURPOSE OF PROVIDING FUNDS FOR ADDITIONS AND IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE CITY; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT RELATING TO SUCH BONDS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Perry, Georgia (the "City"), has requested that the Perry Public Facilities Authority (the "Authority") issue its PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2022 (the "Series 2022 Bonds") to provide funds to finance (i) certain additions and improvements to the water and sewer system of the City (the "Projects"), and (ii) certain costs of issuing the Series 2022 Bonds, all in accordance with the plans and specifications on file with the City and which by this reference thereto are incorporated herein and made a part hereof as fully as if set forth herein in their entirety; and

WHEREAS, the Series 2022 Bonds will be secured under the provisions of an intergovernmental contract (the "Intergovernmental Contract") between the Authority and the City, pursuant to which the City will agree to pay amounts sufficient to pay the principal of and interest on the Series 2022 Bonds, together with any fees or charges in connection therewith, and pursuant to which the Authority may pledge for the payment of the Series 2022 Bonds all contractual payments to be derived from the Intergovernmental Contract, together with such other funds or proceeds as may be established by the Bond Resolution (hereinafter defined) and the Intergovernmental Contract; and

WHEREAS, on April 19, 2022, the Authority adopted a bond resolution (the "Bond Resolution"), which authorizes the issuance of the Series 2022 Bonds and the final principal amounts, maturities, interest rates, and redemption provisions of the Series 2022 Bonds; and

WHEREAS, the Authority and the City have negotiated the sale of the Series 2022 Bonds to Raymond James & Associates, Inc., Atlanta, Georgia, (the "Underwriter"), in accordance with the provisions of a Bond Purchase Agreement (the "Bond Purchase Agreement"), the execution of which must be authorized by the City; and

WHEREAS, in order to enhance the marketability of the Series 2022 Bonds, it is necessary that the City allocate to the Authority a portion of the City's qualified small issuer exemption under § 265(b)(3) of the Internal Revenue Code, as amended; and

WHEREAS, it is proper that the City approve (i) the Bond Purchase Agreement, (ii) the Bond Resolution, and (iii) the Intergovernmental Contract.

NOW, THEREFORE, BE IT RESOLVED by the City of Perry, Georgia, as follows:

1. The City hereby approves the Bond Purchase Agreement, a copy of which has been presented to the City at this meeting and considered by the City and which is on file and of

record with the City Clerk. The Mayor is authorized to execute and deliver the Bond Purchase Agreement.

2. The Bond Resolution, and the form of the Intergovernmental Contract, which are on file and of record with the City Clerk, have been considered by the City, and the issuance of the Series 2022 Bonds in the principal amounts, in the principal maturities, at the interest rates, and the redemption provisions contained in the Bond Resolution are hereby approved in all respects.

3. The Preliminary Official Statement having been deemed final by the Mayor, the officials of the City are authorized and directed to provide such information as shall be necessary in connection with the preparation and delivery of the final Official Statement relating to the Series 2022 Bonds and the Mayor is authorized to execute the final Official Statement.

4. Prior to the execution of the Intergovernmental Contract and such closing papers or other documents relating to the Series 2022 Bonds, the Mayor, with the advice of the City Attorney, may approve any exhibits thereto and such other changes or additions as may be necessary and desirable in such officer's discretion to effect the purposes of this resolution, and the execution of said contract and such closing papers or other documents by the Mayor shall be conclusive evidence of such approval to provide for the issuance of the Series 2022 Bonds in accordance with the Bond Resolution and to fulfill the obligations of the City pursuant to the Intergovernmental Contract.

5. The City, pursuant to § 265(b)(3) of the Internal Revenue Code, as amended (the "Code"), does hereby irrevocably allocate to the Authority such amount of the City's [\$_____] qualified small issuer exemption under § 265(b)(3) of the Code as equals the aggregate par amount of the Series 2022 Bonds when issued; provided, however, said allocation shall only be applied to obligations which qualify as "qualified tax-exempt obligations" pursuant to § 265(b)(3) of the Code. This allocation is for and in consideration of the benefits the City is to be received pursuant to the Intergovernmental Contract. The City hereby certifies that the reasonably anticipated amount of qualified tax-exempt obligations which it will issue during calendar year 2022 will not exceed \$10,000,000.

6. The City Clerk is authorized and directed to furnish a certified copy of this resolution to the Authority with the request that it proceed with such actions as are necessary to issue the Series 2022 Bonds at the earliest possible time.

APPROVED AND ADOPTED this April 19, 2022.

CITY OF PERRY, GEORGIA

(S E A L)

By: _____
Mayor

Attest: _____
City Clerk

CLERK'S CERTIFICATE

I, the undersigned Clerk of the City of Perry, Georgia (the "City"), keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of the Mayor and Council of the City in public meeting assembled on April 19, 2022, the original of which resolution has been entered in the official records of said political subdivision under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

City Clerk

INTERGOVERNMENTAL CONTRACT

by and between

PERRY PUBLIC FACILITIES AUTHORITY

and

CITY OF PERRY, GEORGIA

Dated _____, 2022

Relating to the \$_____ in aggregate principal amount of
PERRY PUBLIC FACILITIES AUTHORITY
REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2022

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Exhibit A - DESCRIPTION OF THE PROJECTS

INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract, dated _____, 2022 (the “**Contract**”), made and entered into by and between the PERRY PUBLIC FACILITIES AUTHORITY, which is deemed to be a political subdivision of the State of Georgia and a public corporation and instrumentality of the State of Georgia (the “**Authority**”), and the CITY OF PERRY, GEORGIA (the “**City**”), a municipal corporation of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority has been created as a body corporate and politic pursuant to an act of the General Assembly of Georgia, the Perry Public Facilities Act, Ga. Laws 2015, p. 4617 *et seq.* (the “**Act**”); and

WHEREAS, the Authority was created by the Act for the general purpose of undertaking any project in connection with the acquisition, construction, reconstruction, improvement, betterment, or extension of all buildings, facilities, equipment, and other real and personal property necessary or beneficial for the operation of the City or any department, agency, division, or commission thereof; and

WHEREAS, under the Act, the Authority is authorized to acquire, construct, and equip any “project” described in the Act, which includes buildings, facilities, equipment, and other real and personal property necessary or beneficial for the efficient operation of the City, or any department, agency, division, or commission thereof, or any undertaking of the City permitted pursuant to the Revenue Bond Law, and to issue revenue bonds for the purpose of paying all or any part of the cost of any project of the Authority; and

WHEREAS, under the Act, the Authority is further empowered to make contracts for the construction of projects or contracts with respect to the use of projects and to contract with any political subdivision of the State of Georgia upon such terms and for such purposes as may be deemed advisable; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, any municipality or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities and equipment, provided such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; however, under Georgia law, the City may obligate itself to make the payments required under such contract from money received from taxes and from any other source without creating a debt within the meaning of Article IX, Section V, Paragraph I of said Constitution; and

WHEREAS, in furtherance of its public purposes and at the request of the City, the Authority proposes to provide funds, through the issuance of its PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2022, in the aggregate principal amount of \$ _____ (the “**Series 2022 Bonds**”), authorized to be issued pursuant to a bond resolution adopted by the Authority on April 19, 2022 (the “**Resolution**”), to provide funds to finance (i) certain additions and improvements to the water and sewer system of the City (the

“Projects”), and (ii) to pay certain Costs of Issuance, which Projects are a service or facility which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Series 2022 Bonds shall contain such terms and provisions as provided in the Resolution; and

WHEREAS, the City is authorized pursuant to the Constitution of the State of Georgia to levy taxes and to expend tax moneys of the City and other available funds and to obligate the City to make payment thereof to the Authority of the amounts provided for in the Contract; and

WHEREAS, the Act provides that revenue bonds issued by the Authority shall not be deemed to constitute a debt of the State of Georgia or any political subdivision thereof, but any political subdivision contracting with the Authority may obligate itself to make the payments required under such contract from moneys received from taxes levied for such purpose and from any other source, and such obligation shall constitute a general obligation and a pledge of the full faith and credit of the obligor but shall not constitute a debt within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, and when the obligation is made to make such payments from taxes to be levied for that purpose, then the obligation shall be mandatory to levy and collect such taxes from year to year in an amount sufficient to fulfill and fully comply with the terms of such obligation; and

WHEREAS, following study and investigation, the City has determined that it is in the best interest of the City to enter into this Contract with the Authority for the benefit of the City and its residents.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, and agreements hereinafter set forth, the Authority and the City hereby agree as follows; provided, that in the performance of the covenants and agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Authority but shall be payable solely out of the proceeds derived from the sale of the Series 2022 Bonds and the revenues and receipts derived from this Contract.

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. All words and phrases defined in Section 101 of the Resolution, unless the context clearly indicates otherwise, which shall have the same meanings in this Contract.

Section 1.02. Rules of Construction. The definitions referred to in Section 1.01 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” “this Contract,” and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

[END OF ARTICLE I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01. Representations, Warranties, and Agreements of the Authority. The Authority represents, warrants, and agrees that:

(a) The Authority is a public body corporate and politic created and existing under the Act and, unless otherwise required by law, shall maintain its corporate existence so long as any Bonds are Outstanding. Under the provisions of the Act, the Authority is authorized to enter into and carry out the transactions contemplated by this Contract and the Resolution;

(b) The Authority and the City heretofore have agreed that the Authority will finance Costs of the Projects and the Costs of Issuance by issuing the Series 2022 Bonds pursuant to the provisions of the Resolution;

(c) There is no litigation or proceeding pending or, to the knowledge of the Authority, threatened against the Authority or against any other party which would have a material adverse effect on the right of the Authority to execute this Contract or the ability of the Authority to comply with any of its obligations under the Series 2022 Bonds, this Contract, the Resolution, or any other documents contemplated to be executed by the Authority in connection with the issuance and delivery of the Series 2022 Bonds;

(d) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the Authority in accordance with its terms, and performance by the Authority of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under any agreement or instrument to which the Authority is a party or by which the Authority is bound;

(e) The Authority has not made, done, executed, or suffered, and warrants that it will not make, do, execute, or suffer, any act or thing whereby the Authority's or the City's title to or interest in the Projects will or may be impaired or encumbered in any manner except as permitted herein and the Resolution and except for acts or things done or permitted by the City; and

(f) Except as herein and in the Resolution provided, the Authority will not encumber any part of its interest in the Projects or in the Revenues payable by the City under this Contract or its rights under this Contract. The pledge made of the Revenues payable under this Contract constitutes a first and prior pledge of and lien on said Revenues for the payment of the Bonds and said pledge shall at no time be impaired by the Authority.

Section 2.02. Representations, Warranties, and Agreements of the City. The City represents, warrants, and agrees as follows:

(a) The City is a municipal corporation of the State, having power to enter into and execute, deliver, and perform this Contract, and, by proper action of its governing body has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract and the Resolution, and no approval or other action by any

governmental authority, agency, or other person is required in connection with the delivery and performance of this Contract by it except as shall have been obtained as of the date hereof.

(b) There is no litigation or proceeding pending or, to the knowledge of the City, threatened against or affecting the City, nor to the best of the knowledge of the City is there any basis therefor wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Contract or which in any way would adversely affect the validity or enforceability of the Series 2022 Bonds, this Contract, the Resolution, or any other documents contemplated to be executed in connection with the issuance and delivery of the Series 2022 Bonds.

(c) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the City enforceable in accordance with its terms, and performance by the City of its obligations hereunder will not violate or result in a breach of any of the provisions to or constitute a default under any agreement or instrument to which the City is a party or by which the City is bound.

(d) No actions will be taken by the City which shall in any way impair the exclusion of interest on any of the Series 2022 Bonds from federal income taxation.

(e) The City will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Contract, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default under the Resolution or this Contract; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to or to dispose of ownership of any Series 2022 Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries) or (b) is treated as the owner of any Series 2022 Bonds for federal income tax purposes.

[END OF ARTICLE II]

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. The Series 2022 Bonds. The Authority, in accordance with the Act, will issue the Series 2022 Bonds for the purposes set forth in the Preamble hereof, and all of the covenants, agreements, and provisions hereof, to the extent provided herein and in the Resolution, shall be for the equal and proportionate benefit and security of the owner or owners of the Bonds without preference, priority, or distinction as to the charge, lien, or otherwise of any one Bond over any other Bond, so that every owner of the Bonds shall have the same rights, privileges, and lien by virtue hereof.

Section 3.02. Date, Denomination, and Maturities. The Series 2022 Bonds will be issued in registered form and will mature and be paid pursuant to the provisions of Article II of the Resolution. Interest on the Series 2022 Bonds will be paid to the Bondholders in the manner stated in the Series 2022 Bonds and in the Resolution, until the obligation of the Authority with respect to the payment of the principal of the Series 2022 Bonds shall be discharged in accordance therewith.

Section 3.03. Obligations Relating to the Resolution and the Bonds. The City agrees to perform all such undertakings and obligations which are contemplated or required to be performed by the City pursuant to the provisions of the Resolution.

Section 3.04. Application of Bond Proceeds. At and upon the delivery of and payment for the Series 2022 Bonds, the proceeds received therefrom shall be applied in the manner set forth in Section 501 of the Resolution.

[END OF ARTICLE III]

ARTICLE IV

FINANCING OF THE PROJECTS; CONSTRUCTION

Section 4.01. Title to the Projects; Financing of the Projects. The City has acquired title to those portions of the Projects which presently exist and are under construction, and will acquire title to the remaining portions of the Projects as they are acquired, constructed, and installed. The Authority hereby agrees to issue the Series 2022 Bonds to finance the Costs of the Projects on behalf of and for the use of the City and thereby cause the Projects to be acquired, constructed, and installed in accordance with the provisions hereof and of the Act, and the City agrees to make the payments provided for in Section 5.02 in accordance with the provisions of this Contract.

Section 4.02. Acquisition, Construction, and Installation of the Projects. The Authority hereby authorizes the City, as exclusive agent of the Authority, subject to the terms and conditions set forth in this Contract, to provide for the acquisition, construction, and equipping of the Projects in accordance with the Plans and Specifications, and the City hereby agrees to undertake and complete such acquisition, construction, and installation with due diligence.

Section 4.03. Use of Bond Proceeds in the Construction Fund. The City will apply the proceeds of the Series 2022 Bonds held in the Construction Fund solely for the financing of or to reimburse the City for the Costs of the Projects. The City agrees to provide a requisition containing the information and certifications required by Section 504 of the Resolution for each disbursement from the Construction Fund.

Section 4.04. Amendments to the Projects Description. If the City determines not to acquire, construct, or install any portion of the Projects as described on Exhibit A, or determines to acquire, construct, or install the Projects and equipment in addition to or different than such Projects, or if the Costs of the Projects prove to be more or less than the anticipated costs as of the date of issuance of the Series 2022 Bonds, the City may amend the description of the Projects attached hereto as Exhibit A or provide for additions to or deletions from such description of the Projects (consistent with the terms of this Contract and the Resolution). Prior to any amendment of the description of the Projects set forth on Exhibit A, the City shall deliver such proposed amendment to the Authority, together with an opinion of Bond Counsel to the effect that the Projects, as amended, may be financed under the Act and that such amendment, by itself, would not cause the interest on the Series 2022 Bonds to be includable in gross income of the Holders thereof for federal income tax purposes. Nothing in this Section shall restrict the investment or use of the moneys in the Construction Fund as provided in the Resolution.

Section 4.05. Plans and Specifications. The Plans and Specifications are on file with the Authority and the City, and any amendments thereto shall be filed with the Authority and the City. The City may revise the Plans and Specifications at any time and from time to time prior to the completion date established in Section 506 of the Resolution, provided that no such change shall render inaccurate any of the representations contained in this Contract.

[END OF ARTICLE IV]

ARTICLE V

CONTRACT PAYMENTS BY THE CITY

Section 5.01. Bond Proceeds Made Available by the Authority. The Authority agrees to make the proceeds from the sale of the Series 2022 Bonds available to the City, and the City agrees to accept said proceeds in accordance with and subject to the provisions of this Contract.

Section 5.02. Contract Payments by the City. Pursuant to this Contract, the City agrees to make payments sufficient in amount to pay the following:

(a) the principal of, premium (if any) and interest due on the Bonds, upon maturity, redemption, or otherwise. All such payments shall be made in lawful money of the United States of America in immediately available funds on or before the date on which due;

(b) the reasonable fees and expenses, if any, of the Paying Agent and Bond Registrar as provided in the Resolution. Said fees and expenses shall be paid when due directly to the Paying Agent and Bond Registrar for its own account; and

(c) any payments which may be required by Section 6.08(c) of this Contract.

Each payment to be made by the City hereunder is to be made on a parity with every other payment hereunder.

Section 5.03. Credits. Any amounts in the Sinking Fund at the close of business of the Sinking Fund Custodian on the day immediately preceding any Interest Payment Date or date fixed for redemption of the Series 2022 Bonds shall be credited against the payments due by the City under this Contract on such Interest Payment Date or date of redemption.

If the Bonds are called for redemption, any funds held in the Construction Fund shall be deposited in the Sinking Fund and said funds together with all other amounts in the Construction Fund and the Sinking Fund one Business Day prior to the redemption date shall be credited against the payments due by the City under Section 5.02(a).

Section 5.04. Place of Payments. The payments to be made pursuant to Section 5.02(a) hereof shall be paid directly to the Sinking Fund Custodian, for credit to the Sinking Fund, as required by the Resolution. The payments to be made pursuant to subsections (b) and (c) of Section 5.02 hereof shall be paid directly to the party to whom such payment is to be made for its own use.

Section 5.05. City's Obligations Unconditional.

(a) The obligations of the City to make payments required in this Article V on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement, or otherwise. Until such time as the principal of and interest on the Series 2022 Bonds shall have

been paid or provision for such payment shall have been made in accordance with the Resolution, the City (i) will not suspend or discontinue any payments for which provision is made in Section 5.02 hereof, (ii) will perform and observe all of its other covenants and agreements contained in this Contract, and (iii) will not terminate this Contract for any cause including, without limiting the generality of the foregoing, impossibility, or illegality of performance on the part of the Authority of any of its obligations hereunder or under the Resolution, any acts or circumstances that may constitute failure of consideration, *force majeure*, destruction of or damage to the Projects or any part thereof, frustration of purpose, the unavailability for use by the City on the date hereof or on any date hereafter of the Projects, any change in the tax or other laws of the United States of America or the State or any political subdivision thereof, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract or out of the Resolution.

(b) The City will bear all risk of damage to or destruction in whole or in part of the Projects or any part thereof, including without limitation any loss, complete or partial, or interruption in the use or operation thereof or any manner or thing which for any reason interferes with, prevents, or renders burdensome the use thereof or the compliance by the City with any of the terms of this Contract.

Section 5.06. City's Remedies. If the Authority fails to perform any of its agreements in this Contract, the City may institute such action against the Authority as the City may deem necessary to compel such performance so long as such action shall not affect, impair, or diminish the obligation of the City to make the payments provided for herein, which obligation shall be absolute, unconditional, and irrevocable. The City, at its own cost and expense and in its own name, may prosecute or defend any action or proceedings against third parties or take any other action which the City deems reasonably necessary to secure or protect its rights of possession and use of the Projects, in which event the Authority agrees to cooperate fully with the City.

Section 5.07. Tax Levy to Make Payments. The City will exercise its power of taxation, which is not limited as to rate or amount, to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. The City, in order to make such funds available for such purpose in each fiscal year, will in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Contract, include sums sufficient to satisfy the payments required to be made under this Contract, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligation of the City to make the payments provided for pursuant to the terms of this Contract shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation.

Section 5.08. Prior Lien of the Series 2022 Bonds; Parity Bonds.

(a) The Authority will not issue hereafter any other bonds or obligations of any kind or nature payable from or enjoying a lien on the Revenues superior to the lien created in the

Resolution for the payment of the Series 2022 Bonds. Nothing contained herein, however, shall restrict the issuance of bonds or obligations from time to time payable from the Revenues and secured by a lien thereon junior and subordinate to the lien created to secure the payment of the Bonds.

(b) Parity Bonds may be issued by the Authority from time to time, ranking as to the lien on the Revenues *pari passu* with the Series 2022 Bonds for the specific purpose of completing the financing of the Projects or financing further improvements or additions, real or personal, to the Projects, provided all the provisions of Section 404(b) of the Resolution are met.

{END OF ARTICLE V}

ARTICLE VI

SPECIAL COVENANTS; TAX COVENANT

Section 6.01. Ownership and Use of the Projects. The Authority acknowledges that it shall not be vested with any interest in the Projects and that the Projects will not constitute any part of the security for the Bonds.

Section 6.02. Use of Bond Proceeds. The City agrees that it shall cause the proceeds of the Bonds to be applied exclusively to the acquisition, construction, and installation of the Projects and the payment of all or a portion of the Costs of Issuance of the Bonds.

Section 6.03. No Warranty of Condition or Suitability by the Authority. The Authority makes no warranty, either express or implied, as to the Projects or that it will be suitable for the City's purposes or needs.

Section 6.04. Further Assurances. The Authority and the City agree that, from time to time, they will execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Contract.

Section 6.05. Authority of the Authorized City Representative. Whenever under the provisions of this Contract the approval of the City is required or the Authority is required to take some action at the request of the City, such approval or such request shall be made by the City Representative unless otherwise specified in this Contract, and the Authority is authorized to act on any such approval or request. The City shall have no complaint against the Authority as a result of any such action taken.

Section 6.06. Redemption of Bonds. The Authority, at the request at any time of the City and if the Bonds are then redeemable, shall forthwith take all steps that may be necessary under the applicable redemption provisions of the Resolution to effect redemption of all or any portion of the Bonds as may be specified by the City, on the earliest redemption date on which such redemption may be made under such applicable provisions or upon the date set for such redemption by the City pursuant to Section 9.02 hereof. So long as the City is not in default hereunder and the Authority is not obligated to redeem Bonds pursuant to the terms of the Resolution, the Authority shall not redeem Bonds prior to their respective maturities unless requested in writing by the City.

Section 6.07. City's Performance Under the Resolution; Amendments. The City covenants and agrees for the benefit of the Bondholders to comply with the representations, warranties, and agreements set forth in this Contract, and to do and perform all acts and things contemplated in this Contract and in the Resolution to be done or performed by it. The Authority agrees that it shall not execute or permit any amendment or supplement to the Resolution which affects any rights, powers, and authority of the City under this Contract or requires a revision of this Contract without the prior written consent of the City and a majority of the owners of the Bonds.

Section 6.08. Tax Covenants. The City hereby covenants and represents to the Authority for the benefit of each Holder of the Bonds that:

(a) It will not expend the proceeds from the sale of the Bonds nor take any other action which would cause the interest on the Bonds to be included in the gross income of the owners thereof for federal income tax purposes.

(b) It will not make or permit any use of the proceeds from the issue and sale of the Bonds which would cause the Bonds to be classified as “arbitrage bonds” within the meaning of § 148(a) of the Code and any Treasury Regulations promulgated thereunder as such provisions may apply to obligations issued as of the date of issuance of the Bonds.

(c) It will comply with, and take such action and make such payments as may be permitted or required by, § 148(f) of the Code to ensure that the Bonds do not constitute “arbitrage bonds” within the meaning of § 148(a) of the Code.

[Section 6.09. Series 2022 Bonds as Qualified Tax-Exempt Obligations. The Authority acknowledges that the City, pursuant to § 265(b)(3) of the Code, heretofore has irrevocably allocated to the Authority such amount of the City’s \$10,000,000 qualified small issuer exemption under § 265(b)(3) of the Code as equals the par amount of the Series 2022 Bonds when issued. The Authority and the City agree that said allocation was made for and in consideration of and bears a reasonable relationship to the respective benefits said parties are to receive pursuant to this Contract.]

[END OF ARTICLE VI]

ARTICLE VII

INDEMNITY

Section 7.01. Indemnification; Immunity of Members of the Authority.

(a) During the term of this Contract, the City, at its own expense, shall handle to conclusion all claims and pay all judgments obtained against the City or the Authority by reason of any failure, breach, or default on the part of the City in the performance of or compliance with any of the obligations of the City under the terms of this Contract, the Projects, or the Bonds provided, however, that the indemnity provided by this Section 7.01 shall be effective only to the extent that the amount of liability arising from any such loss shall exceed the proceeds available therefor obtained from insurance carried with respect to such loss.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this Contract or the undertakings required of the Authority hereunder by reason of the issuance of the Series 2022 Bonds, the adoption of the Resolution, or the performance of any act requested of the Authority by the City, nevertheless, if the Authority should incur any such pecuniary liability, then in that event, the City shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Authority, the City shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this Contract or in the Series 2022 Bonds or the Resolution for any claim based hereon or thereon against any member, officer, or employee of the Authority or of any successor thereto, in his or her individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute, or rule of law. This Contract, the Series 2022 Bonds, and the Resolution are solely corporate obligations, and no personal liability shall attach to or be incurred by, any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the City, and all personal liability of any character against every such member, officer, and employee is, by the execution of this Contract, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section 7.01 shall survive the termination of this Contract.

[END OF ARTICLE VII]

ARTICLE VIII

DEFAULT; REMEDIES

Section 8.01. Events of Default Defined. The following shall be “events of default” under this Contract and the term “event of default,” whenever used in this Contract, shall mean any one of the following events:

(a) Failure by the City to pay when due any amount required to be paid under Section 5.02(a) hereof.

(b) The City shall fail to perform any of the other agreements, conditions, covenants, or terms herein required to be performed by the City and such default shall continue for a period of 30 days after written notice has been given to the City by the Authority, the Paying Agent, or the Bondholders specifying such default and requesting that it be remedied, unless, however, action to remedy such failure shall have been undertaken and more than 30 days is reasonably required for its completion, in which event such failure may be permitted to remain unremedied during the lesser of 180 days or the time required for the completion of such action and any appeal therefrom, irrespective of whether such period extends beyond the 30 day period after the receiving of notice, unless by such action the lien or charge hereof on any part of the Revenues shall be materially endangered, in which event, such failure shall be promptly remedied; provided, however, that if, by reason of *force majeure*, the City is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payments to be made under Section 5.02(a) hereof), the City shall not be deemed in default during the continuance of such inability to perform.

The term *force majeure* shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the City. The City, however, will use its best efforts to remedy, with all reasonable dispatch, the cause or causes preventing the City from carrying out such obligation; provided, that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the City and the City shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City.

(c) An “Event of Default” shall have occurred under the Resolution.

Section 8.02. Remedies on Default.

(a) If an event of default referred to in Section 8.01(a) occurs and is continuing, then the Authority, by written notice to the City, may take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of the obligation, agreement, or covenant of the City then in default under this Contract, whether for specific

performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted. No remedy conferred upon or reserved to the Authority in this subsection (a) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract and now or hereafter existing at law or in equity or by statute, subject to the provisions of the Resolution.

(b) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bondholders to exercise any respective remedy reserved to them in this Article VIII, it shall not be necessary to give any notice, other than any notice required herein.

(c) Any amounts collected pursuant to action taken under subsection (a) of this Section 8.02 shall be applied in accordance with the Resolution to the extent the provisions of the Resolution relate to such amounts.

Section 8.03. Attorneys' Fees and Expenses. If the City should default under any of the provisions of this Contract and the owners of a majority in principal amount of the Bonds Outstanding shall employ attorneys or incur other expenses for the collection of the amounts payable hereunder or the enforcement, performance, or observance of any obligation or agreement on the part of the City herein contained, the City, on demand therefor, will pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 8.04. No Waiver of Breach. If any agreement contained herein 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.

Section 8.05. City Authorized to Cure Default of the Authority. With regard to any default on the part of the Authority under this Contract or under the Resolution, the Authority hereby vests the City with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 8.06. Failure to Enforce Agreement Not a Waiver. The failure of the Authority or the Bondholders to enforce any agreement, condition, covenant, or term by reason of any default or breach by the City shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant, or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VIII]

ARTICLE IX

PREPAYMENT

Section 9.01. Optional Prepayments. The City shall have and is hereby granted the option to prepay all or any portion of its obligations under Section 5.02 at any time by taking the actions required by the Resolution to (i) discharge the lien of the Resolution with respect to the Bonds in accordance with Article VII of the Resolution or (ii) effect a redemption, in whole or in part, of the Bonds to the extent permitted by the Resolution.

Section 9.02. Exercise of Optional Prepayment.

(a) To exercise an option granted in Section 9.01 hereof, the City shall:

(i) give written notice to the Authority, which, if a redemption of Bonds is to be effected, shall be received by the Authority at least seven Business Days prior to the date on which the Bond Registrar is required to give notice of such proposed redemption and shall specify thereon (a) the proposed redemption date, (b) the principal amount of the Bonds to be called for redemption, (c) the applicable redemption price or prices, and (d) the provision or provisions of the Resolution pursuant to which such Bonds are called for redemption; and

(ii) furnish to the Bond Registrar a proposed form of notice of redemption as required by the Resolution. The exercise of an option in Section 9.01 hereof is revocable by the City at any time before the mailing by the Bond Registrar of notice of the redemption of such Bonds.

(b) Upon receipt of a notice furnished pursuant to this Section 9.02, the Authority and the Bond Registrar, as provided in the Resolution, shall forthwith take or cause to be taken all actions necessary under the Resolution to discharge the lien of the Resolution with respect to those Bonds being redeemed or effect the redemption of Bonds in accordance with such notice, as the case may be.

[END OF ARTICLE IX]

ARTICLE X

TERM OF CONTRACT; MISCELLANEOUS

Section 10.01. Term of Contract. This Contract shall be in full force and effect from the date of delivery hereof until such time as the Bonds shall have been paid or provision for such payment shall have been made in accordance with the Resolution and all payments due or to become due to the Paying Agent and Bond Registrar have been made.

Section 10.02. Communications. Except as otherwise specifically provided herein, all notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be sufficiently given and served when delivered or mailed as provided in Section 1005 of the Resolution.

Section 10.03. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns.

Section 10.04. Severability. If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.05. Amounts Remaining in Funds and Accounts. The parties hereto agree that any amounts remaining in any fund or account created pursuant to the Resolution, after payment in full of the principal of and premium, if any, and interest on the Bonds (or provision for payment shall have been made as provided for in the Resolution), the fees, charges, and expenses of the Paying Agent and Bond Registrar, and all other amounts required to be paid under the Resolution, shall be paid to the City.

Section 10.06. Delegation of Duties by the Authority. It is agreed that under the terms of this Contract and also under the terms of the Resolution the Authority has delegated certain responsibilities to the City. The fact of such delegation shall be deemed a sufficient compliance by the Authority to satisfy the responsibilities so delegated and the Authority shall not be liable in any way by reason of acts done or omitted by the City or the City Representative. The Authority shall have the right at all times to act in reliance upon the authorization, representation, or certification of the City Representative.

Section 10.07. Amendments, Changes, and Modifications. Subsequent to the initial issuance of Bonds and prior to the payment in full of the Bonds, this Contract may not be amended, changed, modified, or altered except as provided in Article IX of the Resolution.

Section 10.08. Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.09. Captions. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

Section 10.10. Law Governing Construction of Contract. This Contract shall be governed by and construed in accordance with the laws of the State.

[END OF ARTICLE X]

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

PERRY PUBLIC FACILITIES AUTHORITY

By: _____
Chairperson

Attest: _____
Secretary

(S E A L)

Signed, sealed, and delivered in the presence of:

Witness

Notary Public

(NOTARY SEAL)

CITY OF PERRY, GEORGIA

By: _____
Mayor

(S E A L)

Attest: _____
City Clerk

Signed, sealed, and delivered in the
presence of:

Witness

Notary Public

(NOTARY SEAL)

Exhibit A

DESCRIPTION OF THE PROJECTS

Proceeds of the Series 2022 Bonds will be used by the City for capital projects consisting of additions, extensions, upgrades and improvements to the City's existing water and sewer system, to include, without limitation, water main extensions and upgrades, pumping improvements, construction of an elevated tank, gravity sewer extensions, gravity sewer replacements, pipe bursting, pumping improvements, and force main installations.

BOND PURCHASE AGREEMENT

relating to the

[\$ _____]

PERRY PUBLIC FACILITIES AUTHORITY
REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2022

April 19, 2022

Perry Public Facilities Authority
Perry, Georgia

City of Perry, Georgia
Perry, Georgia

To the Addressees:

On the basis of the representations, warranties, and covenants contained in this Bond Purchase Agreement, and upon the terms and conditions contained in this Bond Purchase Agreement (“**Agreement**”), the undersigned, Raymond James & Associates, Inc. (the “**Underwriter**”), hereby offers to purchase [\$ _____] in aggregate principal amount of PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2022 (the “**Bonds**”), from the Perry Public Facilities Authority (the “**Authority**”), and hereby offers to enter into this Agreement with the Authority and the City of Perry, Georgia (the “**City**”), which will become binding upon the parties hereto upon the validly authorized acceptance by execution of this Agreement and its delivery to the Underwriter on April 19, 2022. Capitalized terms used herein and not defined shall have the meaning assigned to such terms in the Resolution (hereinafter defined).

SECTION 1. BACKGROUND.

The Bonds. Pursuant to a bond resolution duly adopted by the Authority on April 19, 2022 (the “**Resolution**”), the Authority has authorized the issuance, delivery, and sale of the Bonds. The Bonds will be issued under and secured by the Resolution. The proceeds from the sale of the Bonds will be used by the Authority to provide funds to pay for (i) certain additions and improvements to the water and sewer system of the City (the “**Projects**”), and (ii) certain costs of issuing the Bonds.

Pursuant to an intergovernmental contract, to be dated the date of closing and delivery of the Bonds (the “**Contract**”), between the Authority and the City, the City is obligated to pay the principal of, premium (if any), and interest on the Bonds as the same shall become due in accordance with their terms and provisions and to pay all other amounts provided for in the Resolution.

Public Offering Document. With the consent of the Authority and the City, the Underwriter, in connection with the marketing of the Bonds, has distributed a Preliminary

Official Statement, dated April 12, 2022 (the “**Preliminary Official Statement**”), relating to the Bonds. The Bonds will be offered for sale by the Underwriter pursuant to a definitive Official Statement, dated the date hereof (the “**Official Statement**”), relating to the Bonds.

Continuing Disclosure. Pursuant to a Continuing Disclosure Certificate to be executed the date of issuance and delivery of the Bonds (the “**Continuing Disclosure Certificate**”), the City will undertake to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission, (i) certain annual financial information and operating data and (ii) timely notice of the occurrence of certain material events with respect to the Bonds. The Continuing Disclosure Certificate is included as an appendix to the Preliminary Official Statement and will also be included in the Official Statement.

SECTION 2. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE AUTHORITY.

By the Authority’s acceptance hereof, it hereby represents and warrants to, and covenants and agrees with, the Underwriter and the City that:

(a) The Authority has been created pursuant to the Perry Public Facilities Authority Act, Ga. Laws 2015, p. 4167 *et seq.* (the “**Act**”), and is now existing and operating as a public body corporate and politic. The Authority is authorized by virtue of the Constitution and laws of the State of Georgia, including specifically the Act and the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 *et seq.*, to issue the Bonds for the purposes hereinabove described and to take all actions contemplated by the Resolution.

(b) The Authority has complied with all provisions of the Constitution and laws of the State of Georgia with respect to the consummation of, and has full power and authority to consummate, all transactions contemplated by this Agreement, the Bonds, the Resolution, the Contract, and any and all other agreements relating thereto and to issue, sell, and deliver the Bonds to the Underwriter as provided herein.

(c) By the Resolution duly adopted by the Authority at a meeting duly called and held, it has duly and validly authorized the issuance and sale of the Bonds and the execution and delivery of this Agreement, the Contract, and any other agreements relating thereto.

(d) All information furnished to the Underwriter for use in connection with the marketing of the Bonds and the information contained in the Preliminary Official Statement and in the Official Statement, and in any amendment or supplement that may be authorized for use by the Underwriter with respect to the Bonds, is, and as of the Closing Time (as hereinafter defined in Section 4) and the End of the Underwriting Period (as determined in Section 10 hereof) will be, complete, accurate, true, and correct, and the Preliminary Official Statement and the Official Statement do not contain and will not contain any untrue statement of a material fact and do not omit and will not omit to state a material fact required to be stated therein or necessary in order to make the statements therein made, in light of the circumstances under which they were made, not misleading.

(e) The Authority has duly and validly authorized all necessary action to be taken by it for: (1) the issuance and sale of the Bonds upon the terms set forth herein and in the Resolution; (2) the passage and approval of the Resolution providing for the issuance of and security for the Bonds; (3) the execution, delivery, receipt, and due performance of this Agreement, the Bonds, the Contract, the Resolution, and any and all such other agreements and documents as may be required to be executed, delivered or received by the Authority in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Resolution; (4) the approval of the Preliminary Official Statement and the Official Statement and their use by the Underwriter in the public offering and sale of the Bonds and the execution of the Official Statement by the Chairperson, Vice Chairperson, or other authorized officer of the Authority; and (5) the carrying out, giving effect to, and consummation of the transactions contemplated hereby and by the Resolution and the Official Statement. This Agreement and the Contract, when executed by the parties hereto, will have been duly and validly executed and delivered by the Authority, will be in full force and effect as to the Authority, and will constitute the legal, valid, binding, and enforceable obligations of the Authority, enforceable in accordance with their respective terms, except as limited by judicial discretion regarding usual equity principles. The Bonds, when issued, delivered, and paid for as set forth herein and in the Resolution, will have been duly and validly authorized and issued and will constitute valid and binding special or limited obligations of the Authority enforceable in accordance with their terms and provisions and entitled to the benefits and security of the Resolution. Original executed counterparts of this Agreement and the Contract, certified copies of the Resolution, and executed counterparts of the Official Statement will be delivered to the Underwriter by the Authority at the Closing Time (as hereinafter defined).

(f) There is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board, or body pending or, to the knowledge of the Authority, after making due inquiry with respect thereto, threatened against or affecting the Authority (or to its knowledge, after making due inquiry with respect thereto, any basis therefor) wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the Official Statement, the existence, power, or authority of the Authority, the issuance and sale of the Bonds, or the validity of this Agreement, the Resolution, the Contract, or any other agreement or instrument to which the Authority is a party or by which the Authority is bound and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or which affects the information in the Official Statement.

(g) The Authority is not in violation of any material provision of its organic documents, any statute, court, or administrative rule or regulation, decree, judgment, or order (the “**Authority’s Legal Requirements**”) to which it is a party or by which it or its property is subject or bound, or in breach of or default under any agreement, note, resolution, ordinance, indenture, mortgage, deed of trust, lease, indebtedness, lien, instrument, plan, or other restriction (the “**Authority’s Contractual Requirements**”) to which it is a party or by which it or its property is subject or bound which materially and adversely affects the transactions contemplated hereby and by the Official Statement. The consent to the use of the Official Statement and the execution and delivery of this Agreement, the Contract, and the Bonds, the adoption of the Resolution, and the other agreements contemplated hereby and by the Resolution or the Contract, and the compliance with the provisions thereof will not conflict with or violate

or constitute on the Authority's part a breach of or a default under any of the Authority's Legal Requirements or Contractual Requirements to which it is a party or by which it or its property is subject or bound. No approval, authorization, consent, or other action by any governmental authority is required in connection with the execution and delivery by the Authority of the Bonds, the Contract, and this Agreement, the adoption of the Resolution, or in connection with the performance by it of its obligations hereunder or thereunder, which has not been previously obtained or accomplished, except for proceedings to validate the Bonds.

(h) The Authority will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Resolution or the Contract or which would cause the interest on the Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

(i) The Authority has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(j) Any certificate signed by any of the Authority's authorized officers and delivered to the Underwriter shall be deemed a representation and warranty by the Authority to the Underwriter under this Agreement as to the statements made therein.

(k) The Authority will cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter shall designate; provided, however, the Authority shall not be required to register as a dealer or broker in any such jurisdiction, nor execute a general consent to service of process or qualify to do business in connection with any such qualification of the Bonds in any such jurisdiction.

(l) The Authority will notify the Underwriter for the period from the date hereof until the expiration of the earlier of (x) 90 days after the End of the Underwriting Period (as determined in Section 10 hereof) or (y) the time when the Official Statement is available to any person from the Municipal Securities Rulemaking Board, but in no event less than 25 days after the End of the Underwriting Period, of any event which occurs and comes to the Authority's attention, which event materially and adversely affects the Authority or the City, or the transactions contemplated by the Official Statement and which would cause the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact which should be included therein for the purposes for which the Official Statement was to be used or which is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If in the opinion of the Underwriter, a change in the information contained in the Official Statement is required in order to make the statements therein made true and not misleading or to make the Official Statement comply with any applicable state securities law in connection with the offering of the Bonds, the Authority will make such change and supply the corrected information to the Underwriter in sufficient quantity for distribution to the purchasers of the Bonds. If such change occurs subsequent to the Closing Time, the Authority shall furnish to the Underwriter such legal opinions, certificates, instruments

and documents as the Underwriter may reasonably request to evidence the truth and accuracy of such corrected information. Thereafter, this Agreement shall refer to such corrected information.

(m) Prior to the execution of this Agreement, the Authority delivered to the Underwriter copies of the Preliminary Official Statement which the Authority “deemed final” as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, except for the permitted omissions described in paragraph (b)(1) of Rule 15c2-12.

(n) To the best knowledge of the Authority, no legislation, ordinance, rule, or regulation has been enacted by any governmental body, department, or agency of the State of Georgia nor has any decision been rendered by any court of competent jurisdiction in the State of Georgia which would materially and adversely affect the transactions contemplated by the Official Statement.

(o) Subsequent to the respective dates as of which information is given in the Official Statement, and prior to the Closing Date, except as set forth in or contemplated by the Official Statement, no legal or governmental proceeding affecting the Authority or the transactions contemplated by this Agreement has been or will have been instituted or threatened which is material.

(p) The Authority acknowledges and agrees that these representations and warranties are made to induce the Underwriter to purchase the Bonds, and that such representations and warranties and any other representations and warranties made by the Authority to the Underwriter are made for the benefit of the ultimate purchasers of the Bonds and may be relied upon by such purchasers.

SECTION 3. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE CITY.

By the City’s acceptance hereof, the City hereby represents and warrants to, and covenants and agrees with, the Underwriter and the Authority that:

(a) The City is a municipal corporation of the State of Georgia and has complied with all provisions of the Constitution and laws of the State of Georgia with respect to the consummation of, and has full power and authority to consummate, all transactions contemplated by this Agreement, the Contract, the Continuing Disclosure Certificate, and any and all other agreements relating thereto.

(b) By resolution duly adopted by the City at a meeting duly called and held on April 19, 2022, the City has duly and validly authorized the execution and delivery of the Contract, this Agreement, and any other agreements relating thereto.

(c) All information furnished to the Underwriter for use in connection with the marketing of the Bonds and the information contained in the Preliminary Official Statement and in the Official Statement related to the City, including the financial statements of the City and related notes and schedules contained in Appendix A thereto, and in any amendment or supplement that may be authorized for use by the Underwriter with respect to the Bonds, is and, as of the Closing Time and the End of the Underwriting Period, will be complete, accurate, true, and correct; and the Preliminary Official Statement and the Official Statement do not contain and

will not contain any untrue statement of a material fact related to the City and do not omit and will not omit to state a material fact required to be stated therein or necessary in order to make the statements therein made, in light of the circumstances under which they were made, not misleading.

(d) The City has duly and validly authorized all necessary action to be taken by the City for: (1) the execution and due performance of this Agreement, the Contract, the Continuing Disclosure Certificate, and any and all such other agreements and documents as may be required to be executed by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby; (2) the approval of the Preliminary Official Statement and the Official Statement and their use by the Underwriter in the public offering and sale of the Bonds and the execution of the Official Statement by the City; and (3) the carrying out, giving effect to, and consummation of the transactions contemplated hereby and by the Official Statement. This Agreement, when executed by the Mayor, will have been duly and validly executed and delivered by the City, will be in full force and effect as to the City, and will constitute the legal, valid, binding, and enforceable obligation of the City, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency, or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity affecting remedies.

(e) There is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board, or body pending or, to the knowledge of the City, after making due inquiry with respect thereto, threatened against or affecting the City (or to its knowledge, after making due inquiry with respect thereto, any basis therefor), to restrain or enjoin the issuance or sale of the Bonds, or wherein an unfavorable decision, ruling, or finding would adversely affect the issuance or sale of the Bonds, the transactions contemplated hereby or by the Official Statement, the City's existence or powers or its right to enter into this Agreement, the Continuing Disclosure Certificate, the Contract, or any other agreement or instrument to which the City is a party or by which the City is bound and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement or which might result in a material adverse change in the operations, properties, assets, liabilities, or condition (financial or otherwise) of the City, or which affects the information in the Official Statement.

(f) The City is not in violation of any material provision of its organic documents, any statute, court, or administrative rule or regulation, decree, judgment, or order (the "**City's Legal Requirements**") to which it is a party or by which it or its property is subject or bound, or in breach of or default under any agreement, note, ordinance, resolution, indenture, mortgage, deed of trust, lease, indebtedness, lien, instrument, plan, or other restriction (the "**City's Contractual Requirements**") to which it is a party or by which it or its property is subject or bound, which materially and adversely affects the transactions contemplated hereby and by the Official Statement. The consent to the use of the Official Statement and the execution and delivery of this Agreement, the Contract, the Continuing Disclosure Certificate, and the other agreements contemplated hereby and by the Contract and the compliance with the provisions thereof will not conflict with or violate or constitute on the City's part a breach of or a default under any of the City's Legal Requirements or the City's Contractual Requirements to which it is a party or by which it or its property is subject or bound. No other approval, authorization,

consent, or other action by any governmental authority is required in connection with the execution and delivery by the City of this Agreement, the Contract, or the Continuing Disclosure Certificate, or in connection with the performance by it of its obligations hereunder or thereunder, which has not been previously obtained or accomplished.

(g) The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in Contract, or which would cause the interest on the Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

(h) Any certificate signed by the City's authorized officers or representatives and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter under this Agreement as to the statements made therein.

(i) The City will notify the Underwriter for the period from the date hereof until the expiration of the earlier of (x) 90 days after the End of the Underwriting Period or (y) the time when the Official Statement is available to any person from the Municipal Securities Rulemaking Board, but in no event less than 25 days after the End of the Underwriting Period, until the expiration of 90 days after the End of the Underwriting Period of (i) any material adverse change in the operations, properties, or condition (financial or otherwise) of the City and (ii) any event which occurs and comes to the City's attention, which event materially and adversely affects the City or the transactions contemplated by the Official Statement and which would cause the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact which should be included therein for the purposes for which the Official Statement was to be used or which is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If in the opinion of the Underwriter, a change in the information contained in the Official Statement is required in order to make the statements therein made true and not misleading or to make the Official Statement comply with any applicable state securities law in connection with the offering of the Bonds, the City will make such change and supply the corrected information to the Underwriter in sufficient quantity for distribution to the purchasers of the Bonds. If such change occurs subsequent to the Closing Time, the City shall furnish to the Underwriter such legal opinions, certificates, instruments, and documents as the Underwriter may reasonably request to evidence the truth and accuracy of such corrected information. Thereafter, this Agreement shall refer to such corrected information.

(j) Prior to the execution of this Agreement, the City "deemed final" the Preliminary Official Statement as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, except for the permitted omissions described in paragraph (b)(1) of Rule 15c2-12.

(k) To the best knowledge of the City, no legislation, ordinance, rule, or regulation has been enacted by any governmental body, department, or agency of the State of Georgia nor has any decision been rendered by any court of competent jurisdiction in the State of Georgia, which would materially and adversely affect the transactions contemplated by the Official Statement.

(l) Subsequent to the respective dates as of which information related to the City is given in the Official Statement, and prior to the Closing Date, except as set forth in or contemplated by the Official Statement, (1) the City has not incurred and shall not have incurred any material liabilities or obligations relating to its financial affairs, direct or contingent, except in the ordinary course of business; (2) there has not been and will not have been any increase in the long-term debt payable from the City's *ad valorem* taxes; (3) there has not been and will not have been any material change in the business or the financial position or results of operations of the City; (4) no loss or damage (whether or not insured) to the properties of the City has been or will have been sustained which materially and adversely affects the operations of the City; and (5) no legal or governmental proceeding affecting the City or the transactions contemplated by this Agreement has been or will have been instituted or threatened which is material.

(m) The City will furnish to the Underwriter, upon request, for so long as the Bonds remain outstanding, annual audited financial statements of the City as soon as such financial statements become available.

(n) The City acknowledge and agree that these representations and warranties are made to induce the Authority to issue the Bonds and the Underwriter to purchase the Bonds, and that such representations and warranties and any other representations and warranties made by the City to the Authority and the Underwriter are made for the benefit of the ultimate purchasers of the Bonds and may be relied upon by such purchasers.

SECTION 4. PURCHASE, SALE, AND DELIVERY OF THE BONDS.

On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, the Underwriter hereby agrees to purchase from the Authority at the Closing Time and the Authority hereby agrees to sell to the Underwriter at the Closing Time the Bonds at a price of \$_____, which represents the par amount of the Bonds, \$_____, less underwriter's discount of \$_____, and [plus net original issue premium] in the amount of \$_____.

The Underwriter, in its discretion, may permit other securities dealers who are members of the Financial Industry Regulatory Authority ("FINRA") to assist in selling the Bonds. If the Underwriter permits other securities dealers who are members of FINRA to assist in selling the Bonds, the Underwriter shall enter into selected dealers agreements or selling agreements with such other securities dealers.

The Bonds shall have the maturities and interest rates as shown in Exhibit A attached hereto. The Bonds shall be issued under and secured as provided in the Resolution and otherwise shall be as described and as set forth in the Resolution and the Official Statement.

Payment of the purchase price for the Bonds shall be made by wire or check in immediately available funds payable to the order of Perry Public Facilities Authority at 10:00 a.m., local time, on _____, 2022, or such other time or date as shall be mutually agreed upon by the City, the Authority, and the Underwriter, against delivery of the Bonds to the Underwriter or the persons designated by the Underwriter. The date of such delivery and payment for the Bonds is herein called the "Closing Date," and the hour and date of such

delivery and payment is herein called the “Closing Time.” The Bonds shall be delivered by means of a book-entry-only system administered by The Depository Trust Company (“DTC”), New York, New York, bearing CUSIP numbers (provided neither the printing of the wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) and duly executed and authenticated, and registered in the name of Cede & Co., as nominee and registered owner for DTC. The Bonds shall be available for examination by the Underwriter or its representative at least 24 hours prior to the Closing Time. The Bonds shall remain in the Paying Agent’s custody subject to the provisions of the Fast Automated Securities Transfer (FAST) Balance Certificate Agreement currently in effect between the Paying Agent and DTC.

SECTION 5. CONDITIONS TO THE UNDERWRITER’S OBLIGATIONS.

The Underwriter’s obligations hereunder shall be subject to the due performance in all material respects by the Authority and the City of their obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of, and compliance with, in all material respects the representations and warranties contained herein, as of the date hereof and as of the Closing Time, and also are subject to receipt of the following evidence and documents and satisfaction of the following conditions, as appropriate, at or prior to the Closing Time:

(a) The Resolution shall have been duly adopted and the Bonds, and the Contract shall have been duly authorized and executed or delivered in the forms heretofore approved by the Underwriter with only such changes therein as shall be mutually agreed upon by the parties thereto and the Underwriter, and shall be in full force and effect on the Closing Date.

(b) There shall not have occurred, in the sole opinion of the Underwriter, any material adverse change, or any material adverse development involving a prospective change, in or affecting the business, condition (financial or other), results of operations, prospects, or properties of the Authority or the City.

(c) At or before the Closing Time, the Underwriter shall receive:

(1) The opinions, dated as of the Closing Date, of:

(A) Brooke P. Newby, Esq., Counsel for the Authority, in substantially the form attached hereto as Exhibit D;

(B) Brooke P. Newby, Esq., Counsel for the City, in substantially the form attached hereto as Exhibit E;

(C) Gray Pannell & Woodward LLP, Bond Counsel, in substantially the form attached to the Official Statement;

(D) Gray Pannell & Woodward LLP, Disclosure Counsel, in substantially the form attached hereto as Exhibit F.

All of said opinions as may be in form and substance satisfactory to, and approved by, the Underwriter and its Counsel.

(2) A closing certificate of the Authority, satisfactory in form and substance to the Underwriter, executed by the Chairperson or Vice Chairperson of the Authority, dated as of the Closing Date, to the effect that: (A) the Authority has duly performed and satisfied hereunder or complied with all of its obligations and conditions to be performed and satisfied hereunder at or prior to the Closing Time and each of its representations and warranties contained herein has not been amended, modified, or rescinded and is in full force and effect and is true and correct in all material respects as of the Closing Time; (B) the Authority has duly authorized, by all necessary action, the execution, delivery, receipt, and due performance of the Bonds, the Resolution, the Contract, this Agreement, and any and all such other agreements and documents as may be required to be executed, delivered, received, and performed by the Authority to carry out, give effect to, and consummate the transactions contemplated hereby and by the Resolution, the Contract, and the Official Statement; (C) no litigation is pending, or, to such officer's knowledge after making due inquiry with respect thereto, threatened against the Authority, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Resolution, the Contract, or the Authority's existence or powers or its right to use the proceeds of the Bonds as contemplated in the Resolution; (D) all information furnished to the Underwriter for use in connection with the marketing of the Bonds and the information contained in the Preliminary Official Statement and the Official Statement relating to the Authority were, as of the respective dates thereof and are as of the Closing Date, true in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; and (E) the execution, delivery, receipt, and due performance of the Bonds, the Resolution, the Contract, this Agreement, and the other agreements contemplated hereby and by the Resolution, the Contract, and the Official Statement under the circumstances contemplated hereby and thereby and the Authority's compliance with the provisions thereof will not conflict with or be in violation of or constitute on the Authority's part a breach of or a default under any of the Authority's Legal Requirements or the Authority's Contractual Requirements to which the Authority is a party or by which it or its property may be subject or bound.

(3) A closing certificate of the City, satisfactory in form and substance to the Underwriter, executed by the Mayor, dated as of the Closing Date, to the effect that: (A) the City has duly performed and satisfied hereunder or complied with all of its obligations and conditions to be performed and satisfied hereunder at or prior to the Closing Time and each of its representations and warranties contained herein has not been amended, modified, or rescinded and is in full force and effect and is true and correct in all material respects as of the Closing Time; (B) the City has duly authorized, by all necessary action, the execution and due performance of this Agreement, the Contract, the Continuing Disclosure Certificate, and any and all such other agreements and documents as may be required to be executed and performed by the City to carry out, give effect to, and consummate the transactions contemplated hereby and by the Contract and the Official Statement; (C) no litigation is pending, or, to such person's knowledge

after making due inquiry with respect thereto, threatened against the City to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Contract, or the City's existence or powers, or its right to use the proceeds of the Bonds as contemplated by the Contract; (D) all information furnished to the Underwriter for use in connection with the marketing of the Bonds and the information contained in the Preliminary Official Statement and the Official Statement relating to the City were, as of the respective dates thereof and are as of the Closing Date, true in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; and (E) the execution and due performance of the this Agreement, the Contract, the Continuing Disclosure Certificate, and the other agreements contemplated hereby and the Official Statement under the circumstances contemplated hereby and thereby and the City's compliance with the provisions thereof will not conflict with or be in violation of or constitute on the City's part a breach of or a default under any of the City's Legal Requirements or the City's Contractual Requirements to which the City is a party or by which it or its property may be subject or bound.

(4) A letter confirming the "Aa3" rating of Moody's Investors Service, Inc. with respect to the Bonds.

(5) The Continuing Disclosure Certificate of the City, in substantially the form attached to the Official Statement, evidencing that the City has made the continuing disclosure undertaking set forth herein.

(6) Certification that the Authority is in compliance with the Local Government Authorities Registration Act.

(7) Such additional certificates and other documents, agreements, and opinions as the Underwriter and its Counsel may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby and by the Resolution, the Contract, and the Official Statement, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

All such opinions, letters, certificates, and documents shall be in compliance with the provisions hereof only if they are in all material respects satisfactory in form and substance to the Underwriter and its Counsel, as to which both the Underwriter and its Counsel shall act reasonably. If any condition of the Underwriter's obligation hereunder to be satisfied prior to the Closing Time is not so satisfied, this Agreement may be terminated by the Underwriter by notice to the Authority in writing sent by facsimile with the original to follow by United States registered mail, return receipt requested, postage prepaid. The Underwriter may waive in writing compliance by the Authority of any one or more of the foregoing conditions or extend the time for their performance.

SECTION 6. THE UNDERWRITER'S RIGHT TO CANCEL.

The Underwriter shall have the right to cancel its obligations hereunder (and such cancellation shall not constitute a default of the Underwriter for purposes of this Agreement) by notifying the Authority and the City of its election so to do between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time any of the following events occur:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States of America (the "United States") shall have pending before it legislation, or a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be passed by, the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or an announcement or a proposal for any such legislation shall be made by a member of the House of Representatives or the Senate of the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in or proposes the imposition of federal income taxation, upon revenues or other income of the general character to be derived by state and local governmental units or by any similar body or upon interest received on obligations of the general character of the Bonds, which, in the Underwriter's opinion, materially and adversely affects the market price of the Bonds.

(b) Any legislation, ordinance, rule, or regulation shall be introduced in or be enacted or imposed by any governmental body, department, or agency of the United States or of any state, or a decision by any court of competent jurisdiction within the United States or any state shall be rendered which, in the Underwriter's sole opinion, materially and adversely affects the market price of the Bonds.

(c) A stop order, ruling, regulation, or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of obligations of the general character of the Bonds, or the issuance, offering, or sale of the Bonds, including all the underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provisions of the federal securities laws, including without limitation the registration provisions of the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect.

(d) Legislation shall be introduced by amendment or otherwise in, or to be enacted by, the Congress of the United States, or a decision by a court of the United States shall be rendered to the effect that obligations of the general character of the Bonds, or the Bonds,

including all the underlying obligations, are not exempt from registration under or from other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and then in effect, or that the Resolution is not exempt from qualification under or from other requirements of the Trust Indenture Act of 1939, as amended and as then in effect, or with the purpose or effect of otherwise prohibiting the issuance, offering, or sale of obligations of the general character of the Bonds, or the Bonds, as contemplated hereby or by the Resolution, the Contract, or the Official Statement.

(e) Any event shall have occurred, or information becomes known, which, in the Underwriter's sole opinion, makes untrue in any material respect any statement or information furnished to the Underwriter by the Authority for use in connection with the marketing of the Bonds or any material statement or information contained in the Preliminary Official Statement or the Official Statement as originally circulated contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that the Authority shall be granted a reasonable amount of time in which to cure any such untrue or misleading statement or information.

(f) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the net capital requirements of, the Underwriter.

(h) A general banking moratorium shall have been established by federal, New York, or Georgia authorities or the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets.

(i) A default has occurred with respect to the obligations of, or proceedings have been instituted under the federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city or county located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a state, city, or county.

(j) Any proceeding shall be pending or, to the knowledge of the Underwriter, threatened to restrain, enjoin, or otherwise prohibit the issuance, sale, or delivery of the Bonds by the Authority or the purchase, offering, sale, or distribution of the Bonds by the Underwriter, or for any investigatory or other proceedings under any federal or state securities laws or the rules and regulations of FINRA relating to the issuance, sale or delivery of the Bonds by the Authority or the purchase, offering, sale, or distribution of the Bonds by the Underwriter.

(k) There shall have occurred (whether or not foreseeable) any (a) outbreak or escalation of hostilities, including without limitation an act of terrorism; (b) declaration by the

United States of a national emergency or war or other calamity or crisis, including but not limited to an escalation of hostilities that existed prior to the date hereof; or (c) any material or adverse change in the financial or economic conditions affecting the United States, the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Bonds as contemplated by the Final Official Statement (exclusive of any amendment or supplement thereto).

(l) Moody's Investors Service, Inc. shall withdraw or lower its rating on the Bonds prior to the Closing Time or there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Authority's or the City's obligations.

(m) The Authority shall fail to provide certification that it is in compliance with the Local Government Authorities Registration Act.

(n) The City shall fail to deliver the Continuing Disclosure Certificate.

SECTION 7. CONDITIONS OF THE OBLIGATIONS OF THE AUTHORITY AND THE CITY.

The obligations of the Authority and the City hereunder are subject to the Underwriter's performance of its obligations hereunder. The Underwriter represents that it is duly authorized to execute and deliver this Agreement and that upon execution and delivery of this Agreement by the other parties hereto, this Agreement shall constitute a legal, valid, and binding agreement of the Underwriter enforceable in accordance with its terms. The Authority and the City covenant to use their best efforts to accomplish, or cause to be accomplished, the conditions set forth herein to the Underwriter's obligations. To the extent to which the Authority and the City are not in breach of this covenant, the Authority and the City shall not be liable to the Underwriter for its lost profits, if any.

SECTION 8. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS TO SURVIVE DELIVERY.

All of the representations, warranties, and agreements of the Authority and the City shall remain operative and in full force and effect (unless expressly waived in writing by the Underwriter), regardless of any investigations made by the Underwriter or on their behalf, and shall survive delivery of the Bonds to the Underwriter and the placement or purchase by the Underwriter of the Bonds.

SECTION 9. PAYMENT OF EXPENSES.

Whether or not the Bonds are sold by the Authority, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the obligations hereunder of either the Authority or the City. Unless the Authority, the City, and the Underwriter otherwise agree, all costs incurred in connection with the issuance or attempted issuance of the Bonds and all expenses and costs to effect the authorization, preparation, issuance, delivery, distribution, and sale of the Bonds (including, without limitation, attorneys' and accountants' fees, rating agencies' fees, bond registrar's and paying agent's initial fees, and the expenses and costs for the

preparation, printing, photocopying, execution, and delivery of the Bonds, the Resolution, the Contract, this Agreement, the Preliminary Official Statement and any amendments or supplements thereto, the Official Statement and any amendments or supplements thereto, and all other agreements and documents contemplated hereby) shall be paid out of the proceeds of the Bonds or, if the Bonds are not sold by the Authority or if the proceeds of the Bonds are not sufficient, shall be paid by the City.

SECTION 10. DELIVERY AND USE OF OFFICIAL STATEMENT.

The Authority and the City authorize the use and distribution of, and will make available, the Preliminary Official Statement and the Official Statement for the use and distribution by the Underwriter in connection with the sale of the Bonds.

The Authority and the City shall deliver, or cause to be delivered, to the Underwriter copies of the Preliminary Official Statement in sufficient quantity in order for the Underwriter to comply with Rule 15c2-12(b)(2) promulgated under the Securities Exchange Act of 1934.

The Authority and the City shall deliver, or cause to be delivered, to the Underwriter copies of the final Official Statement in sufficient quantity in order for the Underwriter to comply with Rule 15c2-12(b)(4) promulgated under the Securities Exchange Act of 1934, as amended, and the rules of the Municipal Securities Rulemaking Board, upon the earlier of (1) seven business days after this Agreement is executed and delivered or (2) the date which will allow such final Official Statement to accompany any confirmation that requests payment from any customer.

The End of the Underwriting Period shall be the date on which the Bonds are issued and delivered to the Underwriter or to persons designated by the Underwriter.

SECTION 11. LIMITED OBLIGATIONS.

The Underwriter acknowledges that the Authority has no taxing power and that the Bonds and the pecuniary obligations of the Authority under this Agreement do not constitute a debt or a pledge of the faith and credit or the taxing power of the City or the State of Georgia or any political subdivision thereof, but are the Authority's special and limited obligations, and that the Bonds are secured by certain contract payments to be made by the City to the Authority pursuant to the Contract.

SECTION 12. NOTICE.

Any notice or other communication to be given to the Authority under this Agreement may be given by mailing or delivering the same in writing to: Perry Public Facilities Authority, 1211 Washington Street, Perry, Georgia 31069, Attention: Chairperson. Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to: City of Perry, 1211 Washington Street, Perry, Georgia 31069, Attention: Mayor. Any notice or other communication to be given to the Underwriter under this Agreement may be given by mailing or delivering the same in writing to: Raymond James & Associates, Inc., Two Buckhead Plaza, Suite 702, 3050 Peachtree Road, N.W., Atlanta, Georgia 30305, Attention: William J. Camp, Managing Director.

SECTION 13. APPLICABLE LAW; NONASSIGNABILITY.

This Agreement shall be governed by the laws of the State of Georgia. This Agreement shall not be assigned by the Authority or the City.

SECTION 14. PARTIES IN INTEREST.

This Agreement shall be binding upon, and has been and is made for the benefit of, the Authority, the City, and the Underwriter, and to the extent expressed, any person controlling the Authority or the City or the Underwriter and their successors and assigns, and no other person shall acquire or have any right or interest under or by virtue hereof. The term “successors and assigns” shall not include any purchaser, as such, of any Bond.

SECTION 15. ARM’S-LENGTH TRANSACTION.

The Authority and the City each acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s-length commercial transaction between the Authority, the City, and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Authority or the City; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Authority or the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Authority or the City on other matters) nor has it assumed any other obligation to the Authority or the City except the obligations expressly set forth in this Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Authority and the City; and (v) the Authority and the City have each consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

SECTION 16. ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Exhibit C attached hereto, the Authority will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Agreement, the Underwriter shall report to the Authority the price or process at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided

that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Authority or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A attached to Exhibit B hereto, except as otherwise set forth therein. Exhibit C sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (1) the close of the fifth (5th) business day after the sale date; or (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member

of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public); and

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

SECTION 17. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,

RAYMOND JAMES & ASSOCIATES,
INC.

By: _____
William J. Camp
Managing Director

Accepted as of the date first above written:

PERRY PUBLIC FACILITIES AUTHORITY

By: _____
Chairperson

CITY OF PERRY, GEORGIA

By: _____
Mayor

Exhibit A

MATURITY SCHEDULE

Exhibit B

FORM OF ISSUE PRICE CERTIFICATE

[at least 10% of each maturity actually sold at single price]

\$ _____
PERRY PUBLIC FACILITIES AUTHORITY (GEORGIA)
REVENUE BONDS (CITY OF PERRY PROJECTS),
SERIES 2022

The undersigned, on behalf of Raymond James & Associates, Inc., Atlanta, Georgia (“Raymond James”), on behalf of itself, hereby certifies as set forth below, based upon the information available to it, with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. Sale of the Bonds. As of the date of this Certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. Defined Terms.

(a) *Issuer* means the Perry Public Facilities Authority.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James’ interpretation of any laws, including specifically §§ 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by

the Issuer with respect to certain of the representations set forth in the Non-Arbitrage and Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gray Pannell & Woodward LLP in connection with rendering its opinion that the interest on the Bonds is excludable from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, the Underwriter is not engaged in the practice of law. Accordingly, the Underwriter makes no representation as to the legal sufficiency of the factual matters set forth herein.

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Dated: _____, 2022

FORM OF ISSUE PRICE CERTIFICATE

[combination of 10% general rule and hold the offering price maturities]

\$ _____

PERRY PUBLIC FACILITIES AUTHORITY (GEORGIA)
REVENUE BONDS (CITY OF PERRY PROJECTS),
SERIES 2022

The undersigned, on behalf of Raymond James & Associates, Inc., Atlanta, Georgia (“Raymond James”), on behalf of itself, hereby certifies as set forth below, based upon the information available to it, with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. Sale of the General Rule Maturities. As of the date of this Certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the 10% Maturities was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) Raymond James offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, Raymond James has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. Defined Terms.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of

the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Raymond James has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the Perry Public Facilities Authority.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Certificate generally mean any two or more persons who have greater than 50% common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James' interpretation of any laws, including specifically §§ 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Non-Arbitrage and Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gray Pannell & Woodward LLP in connection with rendering its opinion that the interest on the Bonds is excludable from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, the Underwriter is not engaged in the practice of law. Accordingly, the Underwriter makes no representation as to the legal sufficiency of the factual matters set forth herein.

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Dated: _____, 2022

Schedule A

SALE PRICES

[Attached.]

Schedule B

PRICING WIRE

Exhibit C

HOLD THE PRICE MATURITIES
[IF ANY]

Exhibit D

FORM OF OPINION OF COUNSEL TO THE AUTHORITY

[Date of Closing]

Perry Public Facilities Authority
Perry, Georgia

City of Perry
Perry, Georgia

Gray Pannell & Woodward LLP
Savannah, Georgia

Re: \$ _____ PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2022 (the "Bonds")

To the Addressees:

I have acted as counsel to the Perry Public Facilities Authority (the "Authority") in connection with the issuance and delivery by the Authority of the above referenced Bonds. The Bonds are authorized to be issued under the provisions of Ga. Laws 2015, 4167 *et seq.* (the "Act"). The Bonds have been authorized to be issued and delivered pursuant to a resolution of the Authority adopted on April 19, 2022 (the "Resolution").

Pursuant to the Intergovernmental Contract (the "Contract"), dated as of the date hereof, between the Authority and the City of Perry, Georgia (the "City"), the City has agreed to make contract payments sufficient to pay the principal of and interest on the Bonds, whether at maturity, upon redemption, or otherwise.

In connection with the opinions rendered herein, I have examined and relied upon the following:

- (a) the Constitution and the laws of the State of Georgia, including specifically the Act;
- (b) certified copies of proceedings of the Authority, including the Resolution;
- (c) fully-executed counterparts of the Contract;
- (d) the Bond Purchase Agreement, dated April 19, 2022 (the "Bond Purchase Agreement"), among the Authority, the City, and Raymond James & Associates, Inc., as Underwriter (the "Underwriter");

(e) the Preliminary Official Statement, dated April 12, 2022 (the "Preliminary Official Statement"), and the final Official Statement (the "Official Statement"), dated April 19, 2022, relating to the Bonds;

(f) certified transcripts of the validation proceedings in the Superior Court of Houston County, Georgia, validating the Bonds and the security therefore; and

(g) such other instruments and proofs as I have deemed necessary or advisable.

Based on the foregoing, it is my opinion that:

1. The Authority is a body corporate and politic created pursuant to the Act as an instrumentality of the State of Georgia and a public corporation thereof, and has all requisite power and authority under the Constitution and laws of the State of Georgia, particularly the Act (a) to issue, sell, and deliver the Bonds for the purposes described in the Resolution and the Official Statement; (b) to adopt the Resolution; (c) to enter into and execute the Contract; (d) to execute and deliver the Official Statement; (e) to pledge certain of the revenues to be derived from the Contract to the payment of the principal of, premium, if any, and interest on the Bonds as provided in the Resolution; and (f) to perform the transactions contemplated on its part by the Resolution, the Contract, and the Official Statement.

2. The Resolution, the Bond Purchase Agreement, the Contract, and the Official Statement have been duly authorized by all necessary action on the part of the Authority and have been duly executed and delivered by the Authority and the Resolution, the Bond Purchase Agreement, and the Contract constitute legal, valid, and binding obligations of the Authority enforceable in accordance with their terms, except as the enforceability thereof may be limited or affected by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights generally or principles of equity applicable to the availability of specific performance or other equitable relief.

3. The Bonds have been duly authorized, executed, and delivered by the Authority under and pursuant to the Resolution and constitute valid and binding special limited obligations of the Authority payable by the Authority solely from the proceeds of the Contract pledged to the payment thereof.

4. The form of the Preliminary Official Statement and the Official Statement have been duly authorized, executed, and delivered by the Authority.

5. The adoption of the Resolution by the Authority, the execution and delivery by the Authority of the Bond Purchase Agreement, the Bonds, and the Contract, and the compliance by the Authority with the provisions thereof under the circumstances contemplated thereby, and the execution and delivery by the Authority of the Official Statement, do not and will not conflict with or constitute on the part of the Authority a violation of, breach of, or default under the Act pursuant to which the Authority is organized, any agreement or other instrument to which the Authority is a party or by which it is bound and of which I have knowledge, or any other

constitutional provisions, statute, or law, or any rule, regulation, order, or decree to which the Authority is subject.

6. All consents, approvals, authorizations, and orders of any governmental or regulatory authorities (other than in connection with or in compliance with the provisions of the securities or "blue sky" laws of any jurisdiction, as to which I express no opinion) that are required to be obtained by the Authority as of the date hereof in connection with the issuance, sale, and delivery of the Bonds, the execution, delivery, and performance of the Contract, the adoption of the Resolution, the use and distribution of the Preliminary Official Statement and the Official Statement, and the carrying out and consummation of the transactions contemplated by the Official Statement have been duly obtained and remain in full force and effect.

7. To best of my knowledge and after making due inquiry, there is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board, or body pending or threatened against or affecting the Authority nor, to my knowledge, is there any meritorious basis therefor wherein an unfavorable decision, ruling, or finding would materially and adversely affect the Authority or the transactions contemplated by the Official Statement or adversely affect the validity or enforceability of the Bond Purchase Agreement, the Bonds, the Resolution, or the Contract.

8. Neither the Securities and Exchange Commission nor any state securities commission has issued or, to the best of my knowledge, threatened to issue any order preventing or suspending the use and distribution of the Official Statement.

9. To the best of my knowledge, the Authority has not been, and is not as of the date hereof, in default in the payment of the principal of, redemption premium (if any), or interest on any indebtedness of the Authority.

10. As counsel to the Authority, I have rendered legal advice and assistance to the Authority, which advice and assistance involved, among other things, discussions and inquiries concerning various legal matters, review of various documents, and participation in conferences during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed. Based upon such advice and assistance, nothing has come to my attention that causes me to believe that any portion of the Official Statement pertaining to the Authority contains any untrue statement of a material fact or omits to state a material fact necessary to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Very truly yours,

Exhibit E

FORM OF OPINION OF COUNSEL TO THE CITY

[Date of Closing]

City of Perry
Perry, Georgia

Perry Public Facilities Authority
Perry, Georgia

Gray Pannell & Woodward LLP
Savannah, Georgia

Re: \$ _____ PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2022

To the Addressees:

I have acted as counsel for the City of Perry, Georgia (the "City"), a municipal corporation of the State of Georgia, in connection with the authorization and issuance by the Perry Public Facilities Authority (the "Authority") of \$ _____ in aggregate principal amount of PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF PERRY PROJECTS), SERIES 2022 (the "Bonds"). In such capacity, I have examined such documents, instruments, and proceedings of the City as I have considered necessary to render the opinions set forth including, but not limited to, the following:

(a) the resolution of the City of Perry (the "City"), adopted on April 19, 2022 (the "Resolution");

(b) the Intergovernmental Contract, dated as of the date hereof, with respect to the Bonds between the Authority and the City (the "Contract");

(c) the Bond Purchase Agreement, dated April 19, 2022 (the "Bond Purchase Agreement"), among the Authority, the City, and Raymond James & Associates, Inc., as Underwriter (the "Underwriter");

(d) the Preliminary Official Statement of the Authority dated April 12, 2022, and the Official Statement of the Authority, dated April 19, 2022 (together, the "Official Statement"), relating to the Bonds;

(e) the Continuing Disclosure Certificate, dated as of the date hereof (the "Continuing Disclosure Certificate");

- (f) certified transcripts of the validation proceedings in the Superior Court of Houston County, Georgia, validating the Bonds and the security therefore; and
- (g) such other instruments and proofs as I have deemed necessary or advisable.

I have also examined and relied upon the original, certified, conformed, or photographic copies of such other documents, records, agreements, and certificates as I have considered necessary or appropriate to enable me to render the opinions expressed herein. In all such examinations, I have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to me as certified, conformed, or photographic copies, and as to certificates of public officials, I have assumed the same to have been properly given and to be accurate.

Based on the foregoing, I am of the opinion that as of this date:

1. The City is a municipal corporation of the State of Georgia, duly created and validly existing.
2. The City has all necessary power and authority to (i) adopt the Resolution; (ii) execute, deliver, and perform its obligations under the Contract, the Continuing Disclosure Certificate, and the Bond Purchase Agreement (collectively, the "City Documents"); (iii) execute and deliver the Official Statement; and (iv) carry out and consummate all of the transactions contemplated by the City Documents and by the Official Statement.
3. The Resolution has been duly adopted.
4. The City Documents have been duly authorized, executed, and delivered by the City, and (assuming that they are the respective legal, valid, binding, and enforceable obligations of the other parties thereto) constitute legal, valid, and binding obligations of the City, legally enforceable against the City in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other similar laws affecting the enforcement of creditors' rights generally and principles of equity applicable to the availability of specific performance and other equitable relief, and except as the validity, binding effect, or enforceability of the indemnification and contribution provisions of the Bond Purchase Agreement may be limited by federal or state securities laws.
5. The use and distribution of the Preliminary Official Statement and the Official Statement have been duly authorized by the City. The Official Statement has been duly executed by the Mayor of the City.
6. To the best of my knowledge and after making due inquiry, there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body pending or threatened against or affecting the City (or, to the best of my knowledge, any meritorious basis therefor) (a) attempting to limit, enjoin, or otherwise restrict or prevent the City

from functioning or contesting or questioning the existence of the City or the titles of the present officers of the City to their offices; (b) wherein an unfavorable decision, ruling, or finding would have a materially adverse effect on (i) the financial position of the City or the security for the Bonds, (ii) the powers of the City or the validity or enforceability of the City Documents or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the City Documents and by the Official Statement, or (iii) the transactions contemplated by the City Documents and by the Official Statement.

7. The execution, delivery, and performance by the City of the City Documents, the use and distribution of the Preliminary Official Statement and the Official Statement, the execution and delivery of the Official Statement, and the carrying out and consummation of the transactions contemplated by the City Documents and by the Official Statement will not conflict with or constitute on the part of the City a violation of, breach of, or default under (i) any governing instrument; (ii) any indenture, mortgage, lease, resolution, note agreement, or other agreement or instrument to which the City is a party or by which the City is bound; or (iii) any constitutional provisions statute, order, rule, or regulation of any court or governmental agency or body having jurisdiction over the City or any of its activities or properties; provided, however, I express no opinion as to compliance with the securities or "blue sky" laws of any jurisdiction.

8. All consents, approvals, authorizations, and orders of any governmental or regulatory authorities (other than in connection with or in compliance with the provisions of the securities or "blue sky" laws of any jurisdiction as to which I express no opinion) that are required to be attained by the City as of the date hereof in connection with the execution, delivery, and performance of the City Documents, the use and distribution of the Official Statement, the execution and delivery of the Preliminary Official Statement and the Official Statement and the carrying out and consummation of the transactions contemplated by the City Documents and by the Official Statement have been duly obtained and remain in full force and effect.

9. Neither the Securities and Exchange Commission nor any state securities commission has issued or, to the best of my knowledge, threatened to issue, any order preventing or suspending the use and distribution of the Official Statement.

10. To the best of my knowledge, the City has not been, and is not as of the date hereof, in default in the payment of the principal of, redemption premium, if any, or interest on any indebtedness of the City.

11. As counsel to the City, I have rendered legal advice and assistance to the City, which advice and assistance involved, among other things, discussions and inquiries concerning various legal matters, review of various documents, and participation in conferences during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed. Based upon such advice and assistance, nothing has come

City of Perry, et al.
[Date of Closing]
Page 4

to my attention that causes us to believe that any portion of the Official Statement pertaining to the City contains any untrue statement of a material fact or omits to state a material fact necessary to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Very truly yours,

Exhibit F

FORM OF OPINION OF DISCLOSURE COUNSEL

[Date of Closing]

Perry Public Facilities Authority
Perry, Georgia

City of Perry
Perry, Georgia

Raymond James & Associates, Inc.
Atlanta, Georgia

Re: \$ _____ PERRY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (CITY OF
PERRY PROJECTS), SERIES 2022

To the Addressees:

We have acted as disclosure counsel to the Perry Public Facilities Authority (the "Authority") and to the City of Perry, Georgia (the "City") in connection with the issuance of the above captioned bonds (the "Bonds"). In such capacity, we have rendered legal advice and assistance to the Authority in the course of its preparation of the Official Statement, dated April 19, 2022, with respect to the Bonds (the "Official Statement"). Rendering such assistance involved, among other things, our participation in discussions and inquiries concerning various legal matters, our review of various legal documents and our participation in conferences with representatives of the Authority and its counsel, the City and its counsel, and Raymond James & Associates, Inc., as the Underwriter for the Bonds, during which conferences the contents of the Official Statement and related matters were discussed and reviewed.

The scope of our engagement as disclosure counsel with respect to the issuance of the Bonds was not to establish factual matters and, because of the wholly or partially non-legal character of many of the determinations involved in the preparation of the Official Statement, we are not passing on and do not assume any responsibility for, except as set forth in the following paragraph, the accuracy or completeness of the contents of the Official Statement (including, without limitation, any appendices, schedules and exhibits thereto), and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements contained in the Official Statement.

On the basis of the information that was developed in the course of the performance of the services referred to above, considered in light of our understanding of the applicable law and the experience we have gained through our practice thereunder, we advise you that nothing has come to our attention that causes us to believe that the Official Statement (other than the information concerning The Depository Trust Company and the book-entry system for the

Perry Public Facilities Authority, et al.

[Date of Closing]

Page 2

Bonds, the statistical and financial data included therein, and the report of Mauldin & Jenkins, LLC attached thereto as Appendix A, as to all of which we express no view), as of the date of the Official Statement and the date of this letter, contained or contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The statements in the Official Statement under the headings "INTRODUCTION" and "THE SERIES 2022 BONDS" (other than the information under the subheading "Book-Entry Only System of Delivery of the Series 2022 Bonds" as to which we express no view) and under the subheadings "Litigation," and "Legal Proceedings," under the heading "LEGAL MATTERS," and under the heading "TAX STATUS," insofar as such statements constitute a summary of the matters or documents referred to therein, such information is correct in all material respects and fairly present the information purported to be shown.

This letter is furnished solely for your benefit. No other person or entity shall be entitled to rely upon the opinions expressed herein without our written consent. This letter is rendered as of the date hereof. We disclaim the obligation to supplement this letter to reflect any facts or circumstances that may come to our attention or any changes in the law that may occur hereafter.

Yours very truly,

GRAY PANNELL & WOODWARD LLP

By: _____
A Partner

Attachment A

City of Perry Expense Reimbursement Guidelines

The City of Perry recognizes the value and necessity of employee participation in professional development opportunities, including attendance at training events, conferences, seminars, and other job-related meetings and forums. The City of Perry's expense reimbursement guidelines detail the authorized expenditures for all departments under the authority of the Mayor and City Council. An Elected Official, City Manager, City employee, or appointed member of a City authority, board or commission [hereafter collectively referred to as "employee"] who is required to travel on City business is entitled to reimbursement of reasonable training and related travel expenses as detailed in this policy. Any exceptions to this policy must be approved by the City Manager.

1. Appropriation

In conjunction with the annual budget process, the City Council shall authorize department appropriations for training expenses consistent with the annual adopted operating budgets. Departments shall not incur training expenditures unless an appropriation is available, or budget amendment/adjustment has been completed and approved.

2. Expenditure Approval

All expenditures relating to travel shall be processed consistent with these guidelines. The Finance Department will reimburse expenses only upon submission of proper documentation of the expenses from the incurring departments. To be considered for reimbursement, all expenses relating to travel shall be submitted to the Finance Department within a reasonable time, but no later than 30 calendar days following the return date from the trip.

3. Settlement of Disputed Reimbursement Claims

The Finance Department shall review expenditure documents for compliance and appropriateness with all City policies and procedures. Expenditure reimbursement requests that are not in compliance with these policies and procedures shall be returned to the originating department with Finance Department recommendations for changes. In the event the originating department does not agree with the Finance Department's recommendations, the City Manager shall make the final decision regarding whether to authorize the reimbursement.

4. Travel & Training Expenses

4.1. Overview. The City shall reimburse eligible expenses incurred for travel relating to official business of the City. Expenditures that are authorized under this policy include those for attending education and/or training sessions, conferences, conventions, events, and business meetings with third parties (including other governmental entities and vendors soliciting current or future business from the City).

It is vital that an employee obtains receipts for all expenses exclusive of per diem. If a receipt is not provided to verify the expense, the expense may not be considered legitimate and could be denied payment or reimbursement by the City.

4.2. Travel Advance. An advance can be obtained for approved travel not to exceed the estimated per diem payout for the trip. Standard proper documentation must be

submitted after the event. The employee must repay the City any positive difference between the advance and the document total. Failure to settle within 30 days following the notice from Finance of the amount due will result in this amount being deducted from the employee's paycheck. Any negative difference between the advance and the documented total will be paid to the employee.

4.3. FLSA Requirements. The City of Perry will compensate an employee for travel and training time in compliance with Fair Labor Standards Act requirements. An employee requesting reimbursement is responsible for accurately reporting the details of their travel and training on the City's Travel Reimbursement Request Form.

4.4. Working While Traveling. The City of Perry does not expect nor authorize any employee to perform work while traveling, unless approved in advance by the City Manager.

4.5. Family Participation. Family members are permitted to accompany an employee but the employee must pay for all costs associated with the participation of the family member(s), to include registration, group trips, the cost difference associated with a larger rental car (if necessary and provided a rental car is authorized), the increased cost of lodging if the expense increases due to additional occupants as compared to the single occupant rate, etc. If a spouse accompanies an employee on an authorized business trip, only those expenses that can be directly attributed to the employee will be reimbursed.

4.6. Advance Payment. An employee is encouraged to pay as many of the individual costs associated with an event as possible ahead of time through the standard payment process. Examples of costs that may be paid in advance include conference registration, hotel reservations, and certain travel costs. Whenever possible, an employee is expected to take advantage of early registration discounts for all seminars, conferences, and other training.

4.7. Lodging.

4.7.1. An employee shall minimize the expense associated with hotel/motel costs by procuring a government rate for qualified stays. When traveling in the State of Georgia, an employee must use the hotel/motel tax-exempt status form. Sales and occupancy taxes charged for lodging within the State of Georgia may not qualify as eligible reimbursable travel expenses subject to the approval of management.

4.7.2. Lodging reimbursements will be made for actual lodging expenses only, based on rates supported by the final statement/receipt. Reimbursement will only cover nights during which the event occurs. If travel and event schedules require that an employee arrive the evening prior or depart the morning following the event, the City will pay for reasonable extra lodging.

4.8. City Vehicle & Personal Vehicle Transportation.

4.8.1. Approved modes of transportation include vehicle, air, rail, rideshare, taxi, and public transportation. Employees are to use the most economical but practical mode of transportation available to arrive safely and on time for the scheduled training. If a City vehicle is available, it should be used in lieu of a personal vehicle.

4.8.2. If no City vehicle is available or else impractical in the judgement of the Department Head, an employee may use their own vehicle for transportation to and from a training event. In such a case, mileage shall be calculated using the employee's place of work as the origination point, so long as the employee reported to work prior to departing to the destination. In the event the employee does not report to work prior to traveling to the destination, mileage shall be reimbursed from the employee's origin, less the employee's normal commute to the workplace.

4.8.3. The City will reimburse mileage for the cost of a direct round trip. For trips requiring an overnight stay, the City will add an additional 25 miles to the sum of the direct round trip mileage in order to account for mileage accrued in a personal vehicle at the destination. Side or personal trips shall be excluded from the mileage reimbursement request. An employee using their personal vehicle for City business will be reimbursed at the current reimbursement rate designated by the Internal Revenue Service. The mileage request must be submitted on the current form and approved by the employee's supervisor or department head. The Mayor or City Manager may approve Councilmember requests. Requests by the Mayor will be approved by the Mayor Pro Tempore or the City Manager. The City Manager will be approved by the Mayor or Mayor Pro Tempore.

4.8.4. The City assumes no liability for property damage incurred as a result of operation of personal vehicles. Therefore, if an accident occurs on City business in the employee's personal vehicle, the employee should report the accident to their personal automobile insurance carrier.

4.8.5. Miles traveled in City-owned vehicles shall not be subject to reimbursement to the traveler.

4.9. Rental Cars. Expenses associated with rental cars, i.e., rental expense and fuel, will be paid at cost, as long as receipts are provided. Employees shall rent midsize or smaller vehicles, or an appropriate vehicle size based upon the number of employees needing transportation. Expenses associated with exceeding this car class will be the responsibility of the traveler. A vehicle may only be rented when it would be more advantageous to the City than any other means of ground transportation (hotel/motel/airport shuttle, public transportation, taxi, rideshare). Prior approval by the employee's Department Head is necessary before renting a vehicle and the reservation should be made in advance to ensure the most economic rate.

4.10. Air/Rail Travel. Transportation provided by major airlines or railroads shall be paid at cost to the traveler. Travel will be limited to coach/economy classes of service. In the event the traveler chooses a class higher than coach/economy (business or first class) or to extend the trip and change departure or arrival dates, the difference of the expense shall be the responsibility of the traveler. Any reduction in the expense associated with transportation costs because of extended or modified travel dates for personal benefit shall not be provided back to the traveler. Assuming travel in the employee's personal vehicle, mileage for one round trip will be reimbursed between the City or employee's home (whichever is applicable) and the airport, terminal location, or off-site parking location.

4.11. Local Transportation. Reasonable expenses associated with local transportation, such as taxi or rideshare fare, plus reasonable gratuity, will be deemed eligible expenses provided receipts are provided.

4.12. Laundry/Dry Cleaning. When travel is scheduled for more than five (5) consecutive days, reimbursement for laundry and dry-cleaning expenses will be allowed. Expenses shall be paid at the cost of the services provided.

4.13. Training Materials. The cost of books and materials required for training purposes will be paid for by the City provided documentation of the requirement is submitted with the expense report. All books and/or materials paid for by the City become City property.

5. Per Diem (Meals)

5.1. Per Diem Rates. An employee traveling overnight will be paid a per diem amount based on the U.S. General Services Administration (USGSA) Per Diem Rates, which are designated to cover the cost of three meals per day, including all taxes and tips. The City will include incidental expenses as part of the per diem. If the destination city or county is not included within the USGSA Per Diem Rates, then the standard continental U.S. location rate will apply. The current USGSA Per Diem Rate Table is available at <https://www.gsa.gov/travel/plan-book/per-diem-rates>

5.2. Per Diem on First & Last Day of Travel. The City will abide by the practice of prorating the per diem for the first and last day of travel at 75% of total meals and incidental expenses for the destination.

5.3. Per Diem Exclusions. Meals included in the cost of registration will not be included as part of the per diem amount. For example, an employee attending a conference that provides lunch to all attendees will not receive the lunch rate in the day's per diem, unless dietary restrictions preclude consumption of all provided meal options.

5.4. Per Diem Payment. Per diem will be paid in total following the completion of travel unless a travel advance is requested. Receipts are not required for per diem expenses.

5.5. Local Travel Exclusion. Per diem will not apply to local travel, which is defined as travel inside a 50-mile radius of the City or the employee's home, whichever is applicable. In the case of local travel, the City will pay meal costs only if the meal is included in the registration fee or is a part of the official program and with proper receipts. The cost per meal is not to exceed the USGSA per diem rate for the specific meal. Similarly, the City will not reimburse for meals during the course of a normal work day. Therefore, if the local travel is such that the employee would normally provide their own meal, no reimbursement will be made. Examples where meals will not be reimbursed include, but are not limited to, brown-bag lunch and learns, ribbon cuttings for City projects, continuing education or training courses held in Warner Robins or Macon, travel to visit another middle Georgia government, or conducting a site visit for a project.

6. Non-Reimbursable Expenses

6.1. Direct Costs. Only costs directly associated with attending an event, such as registration fees, hotel/motel charges, parking, and local transportation are eligible for reimbursement. Costs such as entertainment viewing, pet hotel fees/boarding fees, toiletries, ATM fees, etc. are not reimbursable, in addition to those listed below. If there is a question as to whether an expense is eligible, the determination will be made by the City Manager.

6.2. Excluded Expenses. *The following list is not all-inclusive.*

1. Tips and gratuities (these are factored into the allowed daily per diem rate), excluding reasonable gratuities for local transportation (rideshare/taxi).
2. Alcoholic beverages
3. Tobacco products
4. Medications
5. Entertainment, such as in-flight headset or movie purchases, theater, museum, concert, or sporting event tickets, etc.
6. Souvenirs and unauthorized gifts or donations
7. Courtesy bar items
8. Parking tickets, fines, fees, or penalties, or court costs associated with traffic or parking violations or any police action
9. Additional automobile insurance through a rental car company
10. Postage for non-work-related items
11. Items for personal use, including books, magazines, newspapers, as well as toiletries and personal care expenses (i.e., haircuts)
12. Gym, club, or recreational fees
13. Lost, stolen, or damaged personal property
14. Room service in excess of per diem
15. Air travel and other personal trip insurance
16. Repair, maintenance, washing, or insurance on personal vehicles
17. Bank charges, including charges for ATM withdrawals.

7. State and Federal Requirements

This travel policy is designed to comply with certain Internal Revenue Code (IRC) purposes and the laws of the state of Georgia, specifically O.C.G.A. § 36-35-4. Given the design of this travel policy as an “accountable” policy per IRC definition, payments made pursuant to this plan will not be considered salary or compensation and will not be subject to income tax withholding, or payment of Social Security and Medicare taxes.



Select Start to begin



DocuSign Envelope ID: 9CD0526F-11C8-40BA-B1FA-0B4AB2A316CC



Request for Group Insurance Amendment

Standard Insurance Company
900 SW Fifth Avenue
Portland, OR 97204-1282

Employee Benefits Consultant: Ben Singer
Employee Benefits Service Representative: Tim Payne
Employee Benefits Sales and Service Office: Atlanta

Policyholder: City of Perry
Group Number: 751871

As an authorized representative of the Employer, I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

Add 100% Backdoor Integration.

I request that the amendment become effective on 04/01/2022. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence of Insurability or a Pre-existing Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

Sign Name: Title:
Authorized Representative

Print Name: KAREN BYCENSKI Date: 3/24/2022

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

CERTIFICATE

GROUP SHORT TERM DISABILITY INSURANCE

Policyholder:	City of Perry
Policy Number:	751871-B
Effective Date:	May 1, 2014

The Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. If the terms of this Certificate differ from the terms of your Employer's coverage under the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide the Employer with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

"You" and "your" mean the Member. "We", "us" and "our" mean Standard Insurance Company. Other defined terms appear with the initial letters capitalized. Section headings, and references to them, appear in boldface type.



Chairman, President and CEO

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COVERAGE FEATURES

This section contains many of the features of your short term disability (STD) insurance. Other provisions, including exclusions, limitations, and Deductible Income appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number: 751871-B
Policyholder: City of Perry
Employer(s): City of Perry
Group Policy Effective Date: May 1, 2014
Policy Issued in: Georgia

Member means:

1. A regular employee of the Employer;
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition: None

SCHEDULE OF INSURANCE

Eligibility Waiting Period: You are eligible on one of the following dates, but not before the Group Policy Effective Date:

If you are a Member on the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 30 consecutive days as a Member.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 30 consecutive days as a Member.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

Your Eligibility Waiting Period will be reduced by any continuous period as an employee of the Employer immediately prior to the date you become a Member.

STD Benefit: 66 2/3% of the first \$1,500 of your Predisability Earnings, reduced by Deductible Income.

Maximum: \$1,000 before reduction by Deductible Income.

Minimum: \$15

Benefit Waiting Period:

For Disability caused by accidental Injury: None

For Disability caused by Physical Disease, Pregnancy or Mental Disorder: 7 days

Extended Benefit Waiting Period: Does not apply to Noncontributory insurance.

For Disability caused by accidental Injury: None

For Disability caused by Physical Disease, Pregnancy or Mental Disorder: 60 days. The Extended Benefit Waiting Period applies only for the 12-month period beginning on the most recent date your insurance becomes effective. Thereafter for any period of continuous coverage only the Benefit Waiting Period will apply. See **When Your Insurance Becomes Effective and Reinstatement Of Insurance.**

Enrollment Period for Contributory insurance: The 31-day period beginning on the date you become eligible.

Maximum Benefit Period: 180 days. However, STD Benefits will end on the date long term disability benefits become payable to you under a group plan provided by your Employer, even if that occurs before the end of the Maximum Benefit Period.

If you are Disabled for less than one full week, we will pay one-seventh of the STD Benefit for each day of Disability.

PREMIUM CONTRIBUTIONS

Insurance is: Noncontributory

INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay STD Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

ST.IC.OT.1

BECOMING INSURED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

1. A regular employee of the Employer;
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

(VAR MBR DEF) ST.BI.OT.1

WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

Subject to the **Active Work Provisions**, your insurance becomes effective as follows:

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

a. Noncontributory Insurance

Noncontributory insurance becomes effective on the date you become eligible.

b. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance becomes effective on:

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply after the date you become eligible.

Note: If you do not apply during the Enrollment Period, then an Extended Benefit Waiting Period will apply. The Enrollment Period and Benefit Waiting Periods are shown in **Coverage Features**.

B. Takeover Provisions

1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
2. An Extended Benefit Waiting Period will apply if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured. The applicable Benefit Waiting Periods are shown in **Coverage Features**.

ACTIVE WORK PROVISIONS

A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

ST.AW.OT.1

CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

The STD Benefit payable for a period of continuous Disability beginning before you meet the Active Work requirement will be:

1. The weekly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

There is no Minimum STD Benefit if there is a reduction by benefits payable under the Prior Plan.

(NOPREEX) ST.CC.OT.1

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
 - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
 - b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.

- c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
- d. During the Benefit Waiting Period and while STD Benefits are payable.

ST.EN.OT.1

REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a Disability that is not covered solely because of the exclusion for work related Disabilities, your insurance will end. However, if you become a Member again immediately after workers' compensation temporary benefits end, the Eligibility Waiting Period will be waived.
2. If your insurance ends because you cease to be a Member for any reason other than item 1 above, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you fail to make a required premium contribution, the Eligibility Waiting Period will be waived and until you have been insured for 12 consecutive months an Extended Benefit Waiting Period will apply. The applicable Benefit Waiting Periods are shown in **Coverage Features**.
4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. In no event will insurance be retroactive.

(EBWP_NONOCC) ST.RE.OT.4

DEFINITION OF DISABILITY

You are Disabled if you meet the following Own Occupation definition of Disability.

You are required to be Disabled only from your Own Occupation. You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

You may work in another occupation while you meet the Own Occupation definition of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation exceed 80% of your Predisability Earnings.

Your Work Earnings may be Deductible Income. See **Return To Work Provisions and Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of

professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation, that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

(WITH 40 WITH PARTI) ST.DD.OT.1

RETURN TO WORK PROVISIONS

A. Return To Work Responsibility

No STD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Predisability Earnings, but you elect not to work.

B. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation definition of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if STD Benefits are payable on that date.

Your Work Earnings will be Deductible Income as determined in 1., 2. and 3.

1. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
2. Determine 100% of your Predisability Earnings.
3. If 1. is greater than 2., the difference will be Deductible Income.

C. Work Earnings Definition

Work Earnings means your gross weekly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available in your Own Occupation. Work Earnings includes sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than weekly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from week to week, we may determine your Work Earnings by averaging your earnings over the most recent four-week period. You will no longer be Disabled when your average Work Earnings over the last four weeks exceed 80% of your Predisability Earnings.

ST.RW.OT.1

REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit in an amount agreed to by us, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

ST.RA.OT.1

TEMPORARY RECOVERY

You may temporarily recover from your Disability during the Maximum Benefit Period, and then become Disabled again from the same cause or causes, without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable allowable period. See **Definition Of Disability**.

A. Allowable Period

The allowable period of recovery during the Maximum Benefit Period is: a total of 90 days of recovery.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Period, the following will apply.

1. The Predisability Earnings used to determine your STD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
3. No STD Benefits will be payable for the period of Temporary Recovery.
4. No STD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

ST.TR.OT.2

WHEN STD BENEFITS END

Your STD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date long term disability benefits become payable to you under a group long term disability policy, even if that occurs before the end of the Maximum Benefit Period.

5. The date benefits become payable to you under any other disability insurance plan under which you become insured through employment during a period of Temporary Recovery.
6. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.

(REV LTD LIM) ST.BE.OT.3

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings will not affect your Predisability Earnings.

Predisability Earnings means your weekly rate of earnings from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.
5. Stock options or stock bonuses.
6. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
7. Any other extra compensation.

If you are paid on an annual contract basis, your weekly rate of earnings is one fifty-second (1/52nd) of your annual contract salary.

If you are paid hourly, your weekly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, but not more than 40 hours. If you do not have regular work hours, your weekly rate of earnings is based on the average number of hours you worked per week during the preceding 52 weeks (or during your period of employment if less than 52 weeks), but not more than 40 hours.

(BASE_NO STOCK) ST.PD.OT.1

DEDUCTIBLE INCOME

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Your Work Earnings, as described in the **Return To Work Provisions**.
2. Any amount you receive or are eligible to receive because of your disability under a state disability income benefit law or similar law.
3. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.

4. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.

If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.

5. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.
6. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
7. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
8. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(PUB_NONOCC_WITH RTW_NO OTHER OFFST_WITH 3RD) ST.DLOT.1

EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
4. Benefits from any individual disability insurance policy.
5. Group credit or mortgage disability insurance benefits.
6. Accelerated death benefits paid under a life insurance policy.
7. Benefits from the following:
 - a. Profit sharing plan.
 - b. Thrift or savings plan.
 - c. Deferred compensation plan.
 - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
 - e. Individual Retirement Account (IRA).
 - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
 - g. Stock ownership plan.
 - h. Keogh (HR-10) plan.

(PUB_NO OTHER OFFST) ST.ED.OT.1

RULES FOR DEDUCTIBLE INCOME

A. Weekly Equivalents

Each week we will determine your STD Benefit using the Deductible Income for the same weekly period, even if you actually receive the Deductible Income in another week.

If you are paid Deductible Income in a lump sum or by a method other than weekly, we will determine your STD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your STD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any STD Benefits until we have been repaid in full. In the meantime, any STD Benefits paid, including the Minimum STD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

ST.RU.OT.1

SUBROGATION

If STD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of STD Benefits, and such notice shall constitute a lien on any judgment recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of STD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

ST.SG.OT.1

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay STD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive STD Benefits will not be affected by:

1. Any amendment to the Group Policy that is effective after you become Disabled; or
2. Termination of the Group Policy after you become Disabled.

ST.BA.OT.1

EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while STD Benefits are payable, STD Benefits will continue while you remain Disabled. However, 1 and 2 below will apply.

1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Group Policy, including the **Disabilities Excluded From Coverage** and **Limitations** sections, will apply to the new cause of Disability.

ST.ND.OT.1

DISABILITIES EXCLUDED FROM COVERAGE

A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

C. Work Related

You are not covered for a Disability arising out of or in the course of any employment for wage or profit.

D. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

E. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

(NONOCC) ST.XD.OT.1

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No STD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Occupational Benefits

No STD Benefits will be paid for any period when you are eligible to receive benefits for your Disability under a workers' compensation law or similar law. If your claim for these benefits

is accepted, compromised or settled (whether disputed or undisputed), you must repay us for the full amount of any payments we make to you while your claim for occupational benefits is pending.

C. Paid Sick Leave Or Other Salary Continuation

No STD Benefits will be paid for any period when you are receiving paid sick leave pay, annual or personal leave pay, or other salary continuation, including donated amounts, (but not vacation pay) from your Employer.

D. Imprisonment

No STD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

E. Return To Work Responsibility

No STD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Predisability Earnings, but you elect not to work.

F. Rehabilitation Program

No STD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

(NONOCC_RTW RSP_MAND REHB) ST.LM.GA.1

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If you do not receive our forms within 10 days after you ask for them, you may submit your claim in a letter to us. The letter should include the date Disability began, and the cause and nature of the Disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to STD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend STD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

We will pay STD Benefits within 30 days after you satisfy Proof Of Loss.

STD Benefits will be paid to you at the end of each week you qualify for them. STD Benefits remaining unpaid at your death will be paid to your estate.

G. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.

H. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

I. Assignment

The rights and benefits under the Group Policy are not assignable.

(REV PUB WRDG) ST.CL.GA.2

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in its administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
 - a. Eligibility for insurance;
 - b. Entitlement to benefits;
 - c. The amount of benefits payable;
 - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

ST.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

ST.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement you make to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any person claiming benefits a copy of the signed written instrument which contains your misrepresentation.

After insurance has been in effect for two years, during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

B. Incontestability Of The Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

ST.IN.OT.1

CLERICAL ERROR, AGENCY AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the amount paid and the amount which would have been paid if the age had been correctly stated.

ST.CE.OT.1

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

ST.TA.OT.1

DEFINITIONS

Benefit Waiting Period includes the Benefit Waiting Period and the Extended Benefit Waiting Period if it applies to you, and means the period you must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period or the Extended Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group STD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

Injury means an injury to the body.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

Maximum Benefit Period means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

Physical Disease means a physical disease entity or process that produces structural or functional changes in your body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group short term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

STD Benefit means the weekly benefit payable to you under the terms of the Group Policy.

(EBWF) ST.DF.OT.1

GA/STDC2000

FW: Backdoor Integration language

Hofmann, Danielle <dhofmann@mcgriff.com>

Tue 3/29/2022 9:30 AM

To: Karen Bycenski <karen.bycenski@perry-ga.gov>

Cc: Matt White <matt.white@perry-ga.gov>; Eikrem, Debbie <DEikrem@mcgriff.com>

Hi Karen,

Thanks again for your call yesterday. I spoke with Tim, and he had the contracts team provide the exact language that will be in the policy. I think this should clarify the definition for your attorney, but please do not hesitate to let me know if you do not think this is clear enough or not the right wording.

Thanks,

Please note I will be out of the office next Wednesday, 4/6 through Friday, 4/8.

**Danielle Hofmann**

Account Manager

P: 678-566-8039 | C: 770-807-4859 | E: DHofmann@McGriff.com2520 Northwinds Parkway, Suite 600, Alpharetta, GA 30009 | McGriff.com

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From: Tim Payne <Tim.Payne@standard.com>**Sent:** March 29, 2022 9:00 AM**To:** Hofmann, Danielle <dhofmann@mcgriff.com>**Subject:** FW: Backdoor Integration language

Danielle,

I received the following from my Contracts Analyst. The first paragraph deals with Deductible Income.

Let me know if this helps.

Thanks,

Tim

Tim Payne | Employee Benefits Client Manager**The Standard****Standard Insurance Company****One Glenlake Parkway, Suite 925 | Atlanta, GA 30328****Phone 770.391.8054 | Toll-free 800.962.1672 ext. 3734****Fax: 770.434.1797****Cell: 404.641.6818****Tim.Payne@standard.com | www.standard.com**

Below are the two sections that pertain to 100% Backdoor Integration language in our STD policies.

DEDUCTIBLE INCOME

Deductible Income means:

- 1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.**
 - a. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.**
 - b. Determine 100% of your Predisability Earnings.**
 - c. If a. is greater than b., the difference will be Deductible Income.**
- 2. Your Work Earnings, as described in the Return To Work Provisions.**
- 3. Any amount you receive or are eligible to receive because of your disability under a state disability income benefit law or similar law.**
- 4. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.**
- 5. Any disability or retirement benefits you receive under your Employer's retirement plan.**
- 6. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.**
- 7. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.**
- 8. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.**
- 9. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.**

(PRIV_NONOCC_WITH RTW_100% SL_NO OTHR OFFST_WITH JRD) ST.DLOT.1

Please be advised insurance coverage cannot be altered, bound or cancelled by voicemail, email, fax, or online via our website and insurance coverage is not effective until confirmed in writing by a licensed agent. The information in this transmission may contain proprietary and non-public information of McGriff Insurance Services, Truist, or their affiliates and may be subject to protection under the law. The message is intended for the sole use of the individual or entity to which it is addressed. If you are not the intended recipient, you are notified that any use, distribution or copying of the message is strictly prohibited. If you received this message in error, please delete the material from your system without reading the content and notify the sender immediately of the inadvertent transmission.

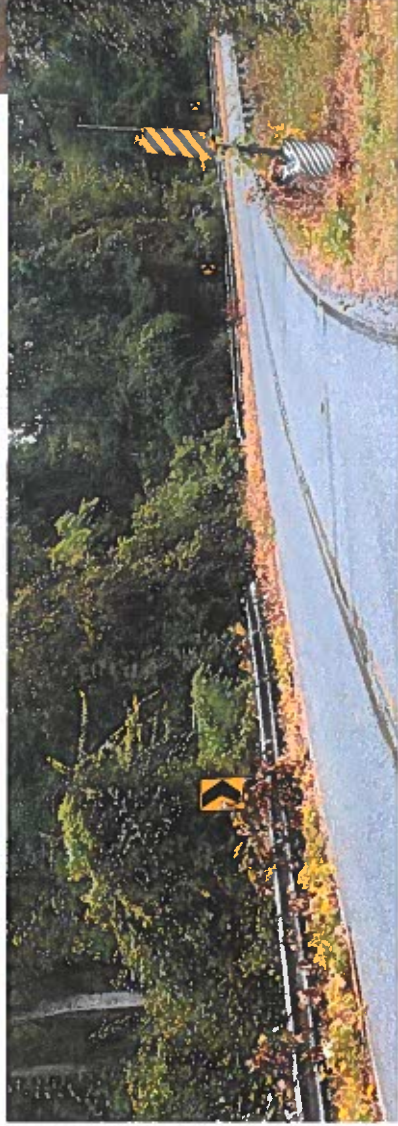
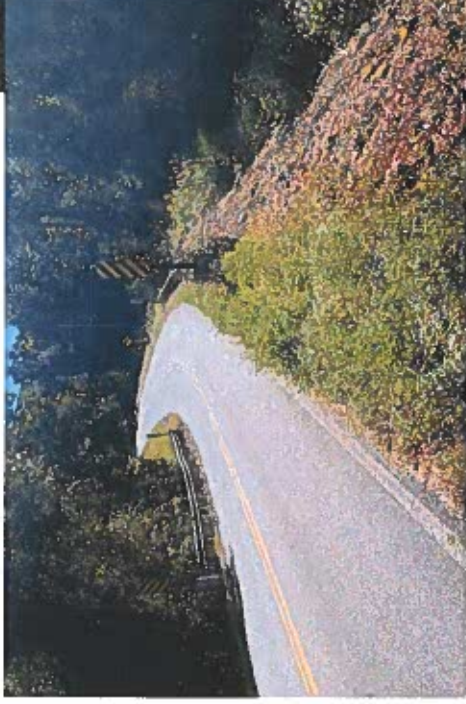
Any information, analyses, opinions and/or recommendations contained herein relating to the impact or the potential impact of coronavirus/COVID-19 on insurance coverage or any insurance policy is not a legal opinion, warranty or guarantee, and should not be relied upon as such. As insurance agents, we do not have the authority to render legal advice or to make coverage decisions, and you should submit all claims to your insurance carrier for evaluation as they will make the final determination. Given the on-going and constantly changing situation with respect to the coronavirus/COVID-19 pandemic, this communication does not necessarily reflect the latest information regarding recently-enacted, pending or proposed legislation or guidance that could override, alter or otherwise affect existing insurance coverage. At your discretion, please consult with an attorney at your own expense for specific advice in this regard.

Todd Road

Section damaged in collision incident on
May 26, 2021

Repair of damaged section requires entire span
to be brought into compliance

- End treatments for guardrail sections on both sides of road
- Replace entire span of guardrail on one side





**MARTIN-ROBBINS
FENCE CO., INC.**
2025 Westside Court
Smyrna, Georgia 30078
Austin@MartinRobbins.com

Date: April 13, 2022

Ph: 770-972-8141

To: RONNIE KENT
OCMULGEE ENGINEERS LLC

RE: TODD ROAD GUARDRAIL
CITY OF PERRY

Ph: 478-972-2274

QUOTE VALID FOR 30 DAYS FROM TODAY

Item	Description	Unit	Quantity	Unit Price	Total
	GUARDRAIL LOCATIONS AS IDENTIFIED IN PRIOR EMAIL				
1	LOCATION #1 EAST SIDE - REPLACE ENTIRE RUN PER CURRENT GDOT STANDARDS - 1 TP 12 ANCHOR, 1 TP 1 ANCHOR, WITH 325' W BEAM GUARDRAIL WITH EXTRA LENGTH POSTS ON SLOPE	LS	1	\$18,750.00	\$ 18,750.00
2	LOCATION #1 WEST SIDE - REPLACE BOTH END TREATMENTS WITH TYPE 12 ANCHOR AT APPROACH, TP 1 ANCHOR AT TRAIL	LS	1	\$6,300.00	\$ 6,300.00
3	TRAFFIC CONTROL	LS	1	\$1,500.00	\$ 1,500.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Notes: To furnish all labor, material, and equipment needed for installation.					
Price excludes any grading, grassing, concrete, asphalt, or earth work.					
All posts are to be driven using a truck mounted pounder and assumes no conflicts with utilities.					
Location #1 West Side is contingent on award of Location #1 East Side.					
Price includes traffic control.					
DATE:					AMOUNT \$ 26,550.00
ACCEPTED:					TAX
					Shipping
					TOTAL \$ 26,550.00

DATE:

AMOUNT \$ 26,550.00

ACCEPTED:

TAX

Shipping

TOTAL \$ 26,550.00

Estimate authorized by

Name Austin Martin

Date: April 13, 2022

Title: Project Manager / Estimator

Signature:

Guardrail on each side of road curve section

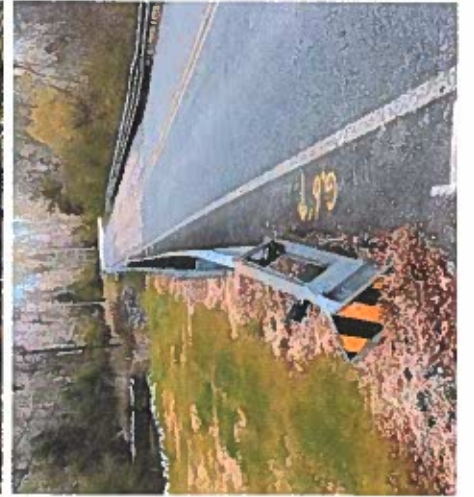
Location #1
Replace entire span of guardrail and end anchors (to include missing section)

Location #2
Replace end anchors

\$26,550.00

Valley Drive

End anchors have been damaged and need replacement



Guardrail on each side of
 the road at Bay Creek
 crossing

Replace 2 damaged end
 anchors to GDOT standard

\$9,800.00

QUOTATION


MARTIN-ROBBINS FENCE CO., INC.
 2025 Westside Court
 Sneelsville, Georgia 30078
 Ph: 770-972-8141 Email: Austin@MartinRobbins.com

Date: April 13, 2022

To: **RONNIE KENT**
OCHULGEE ENGINEERS LLC

RE: **VALLEY DRIVE**
CITY OF PERRY

Ph: 478-973-2274

QUOTE VALID FOR 30 DAYS FROM TODAY

Item	Description	Unit	Quantity	Unit Price	Total
1	REPLACE 2 DAMAGED TP 12 ANCHORS AT CURRENT GDOT STANDARD.	LS	1	\$9,800.00	\$ 9,800.00
					\$ -
					\$ -
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Notes: To furnish all labor, material, and equipment needed for installation.
 Price excludes any grading, grassing, concrete, asphalt, or earth work.
 All posts are to be driven using a truck mounted pounder and assumes no conflicts with utilities.
 Traffic control is included in price.

DATE: _____

AMOUNT \$ 9,800.00
 TAX _____
 Shipping _____
ACCEPTED: _____
TOTAL \$ 9,800.00

Estimate authorized by _____

Name: Austin Martin Date: April 13, 2022
 Title: Project Manager / Estimator Signature: 