

DESIGNATION OF DISSEMINATION AGENT AGREEMENT

Raymond James & Associates, Inc., ("Raymond James")
Memphis, TN

Date: February 13, 2023

Pam Conner, City Manager
Powder Springs (City of)
4426 Marietta St
Powder Springs, GA 30127

Regarding:

- 1. \$5,560,000 Powder Springs Downtown Development Authority (Georgia) Revenue Bonds, Series 2021A, dated March 9, 2021. Listed maturity is February 1, 2041. (CUSIP6: 738871) (the "Series 2021A Bonds").**
- 2. \$3,665,000 Powder Springs Downtown Development Authority (Georgia) Revenue Bonds, Federally Taxable, Series 2021B, dated March 9, 2021. Listed maturity is February 1, 2037. (CUSIP6: 738871) (the "Series 2021B Bonds" and together with the above, the "Issues").**

Ms. Conner:

The City of Powder Springs, Georgia (herein referred to as the "City"), has executed and delivered a Continuing Disclosure Certificate (the "Disclosure Certificate") in connection with the issuance of the above referenced Issues. Pursuant to the applicable sections of the Disclosure Certificate detailing the appointment of a dissemination agent, the City hereby designates, appoints and engages Raymond James, or its successor in interest, as dissemination agent (the "Dissemination Agent" as defined in the Disclosure Certificate) to assist it in carrying out its dissemination obligations (the "Services") pertaining to the Disclosure Certificate while they remain outstanding (the "Engagement Term").

The Dissemination Agent's Services will include assisting in the preparation and filing of such filings, reports, and event notices as may be needed to bring the City into compliance with SEC Rule 15c2-12 for any of the previous five years (the "Remediation Effort"); this work will be initiated upon engagement. Ongoing Services will include assisting in the compilation and filing of an annual report (the "Annual Report") that is due that is due no later than one year following the City's (currently June 30) fiscal year close, which is June 30th. The Services will also include properly filing the Annual Report and any event notices provided by the City on the Municipal Securities Rulemaking Board's (the "MSRB") Electronic Municipal Market Access ("EMMA") system as required by Securities and Exchange Commission (the "SEC") Rule 15c2-12.

The Dissemination Agent shall have only such duties as are specifically set forth in the Disclosure Certificate. The Dissemination Agent's obligation to deliver the information at the times and with the contents described therein shall be limited to the extent the City has provided such information to the Dissemination Agent. The Dissemination Agent shall have no duty or obligation to review or verify the information in any Annual Report, Audited Financial Statements, Listed Events or any other information, disclosures or notices provided to it by the City and shall not be deemed to be acting in any fiduciary capacity for the City, the Holders of the above-listed Issues or any other party. The Dissemination Agent shall have no responsibility for the City's failure to report a Listed Event to the Dissemination Agent. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the City

has complied with the Disclosure Certificate. The Dissemination Agent may conclusively rely on certifications of the City at all times. The issuance of additional debt or other action by the City resulting in a change to the dissemination obligations of the City shall be subject to review and could result in revised terms of engagement and/or compensation, to be agreed upon in writing at such time.

The City agrees to pay Raymond James \$3,500 for its Services detailed herein each year, due within 30 days following the Annual Report filing deadline (currently each June 30) detailed in the Disclosure Certificate; provided, however, the aggregate amount payable to Raymond James each year for the performance of its Services as Dissemination Agent under the Disclosure and as Dissemination Agent under any other Disclosure Certificate executed by the City in connection with the issuance of other general obligation backed debt of the City shall not exceed \$4,000, plus out-of-pocket expenses, or such other amount agreed upon in writing by the City and Raymond James. Although the Dissemination Agent does not expect to incur any extraordinary out-of-pocket expenses in conjunction with the execution of its duties, the City agrees to reimburse the Dissemination Agent for any such expenses if the Dissemination Agent receives the City's prior consent to incur such expenses.

The City agrees to indemnify and save the Dissemination Agent and its respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the City set forth herein shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the above-listed Issues. The Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement, or question as to the construction of any of the provisions hereof or its respective duties hereunder, and the Dissemination Agent shall in no event incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the City.

Raymond James' designation as Dissemination Agent will be concluded with respect to the Services at the end of the Engagement Term, unless (i) the City and Raymond James agree to extend the term of the engagement described herein on such terms as may subsequently be agreed to by the City and Raymond James, OR (ii) this agreement is terminated by any party to this agreement upon thirty (30) days' written notice of termination delivered to the other party or parties to this agreement, and provided the City shall have paid to Raymond James its fees due hereunder to and including the effective date of such termination of this agreement. In the event that Raymond James is asked to provide additional services outside the scope of the Services herein described, we will notify you of the services and costs in advance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

If the foregoing is satisfactory to you, you may so indicate by having the following acceptance executed by your duly authorized officer and by returning a copy to us. Please retain the original for your files.

Date: _____ 2023

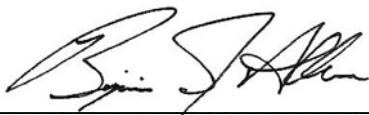
CITY OF POWDER SPRINGS, GEORGIA

By: _____

Al Thurman

Mayor

RAYMOND JAMES & ASSOCIATES, INC.

By:  _____

Benjamin J. Allen

Vice President, Continuing Disclosure