

**POWDER SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY
REVENUE BOND, SERIES 2005**

SUPPLEMENTAL TAX CERTIFICATE

I, **AL THURMAN**, hereby certify that I am the duly appointed, qualified, and acting Mayor of the City of Powder Springs, Georgia (the “City”) and that I have the authority necessary to execute this Certificate on behalf of the City, and I hereby certify for and on behalf of the City that:

1. In General

1.1. Reference is made to the Tax Certificate, dated March 30, 2005 (the “Original Certificate”), executed and delivered by the City in connection with the issuance by the Powder Springs Downtown Development Authority (the “Authority”) of \$4,895,000 in original aggregate principal amount of its revenue bond designated “Powder Springs Downtown Development Authority Revenue Bond, Series 2005” (the “Bond”) on March 30, 2005 (the “Issue Date”), a portion of the proceeds of which were used by the Authority to finance the costs of acquiring 1.47 acres of land and a building located thereon used by the City as its City Hall (the “Property”), which the Authority sold to the City pursuant to the terms of an Agreement of Sale, dated as of March 1, 2005 (the “Sale Agreement”), between the Authority and the City.

1.2. Certain terms that are used herein and that are defined or used in the Internal Revenue Code of 1986, as amended (the “Code”), or in the Treasury Regulations issued thereunder are explained in general terms in Exhibit I attached to the Original Certificate and made a part hereof. These terms have been marked with an asterisk.

2. Sale of Property

2.1. The Authority proposes to sell the Property, as part of a sale of 6.41 acres, to NGI Acquisitions, LLC (the “Purchaser”), pursuant to the terms of a Purchase and Sale Agreement, dated May 21, 2021, as supplemented and amended by a First Amendment to Purchase and Sale Agreement, dated August 18, 2021, a Second Amendment to Purchase and Sale Agreement, dated September 20, 2021, a Third Amendment to Purchase and Sale Agreement, dated March 2022, a Fourth Amendment to Purchase and Sale Agreement, dated March 24, 2022, and a Fifth Amendment to Purchase and Sale Agreement, dated April 2022 (collectively the “Purchase Agreement”), between the Authority and the Purchaser.

2.2. The purchase price to be paid by the Purchaser to the Authority pursuant to the Purchase Agreement will be \$3,600,000, of which \$825,585.02 will be allocable to the Property, which is the product of \$3,600,000 multiplied by the quotient obtained by dividing the acreage of the Property (1.47 acres) by the total acreage sold pursuant to the Purchase Agreement (6.41 acres).

2.3. Accordingly, the amount to be derived from the sale of property financed with the proceeds of the Bond will be \$825,585.02 (the “Disposition Proceeds”).

3. Satisfaction of Conditions to Taking Remedial Action

3.1. The Authority and the City reasonably expected on the Issue Date that the Bond would not meet the private activity bond test set forth in Section 2 of the Original Certificate for the entire term of the Bond.

3.2. The weighted average maturity of the Bond was not greater than 120 percent of the average reasonably expected economic life of the property financed with the proceeds of the Bond as of the Issue Date.

3.3. The terms of the Purchase Agreement are bona fide and arm's-length, and the Purchaser will pay fair market value for the use of the Property (determined in a manner that takes into account restrictions on the use of the Property that serve a bona fide governmental purpose).

3.4. The Authority and the City will treat any Disposition Proceeds as gross proceeds for purposes of Section 148 of the Code. In particular, the Authority and the City will hold the Disposition Proceeds in a separate segregated account and subject the Disposition Proceeds to the requirements of Sections 4.11 and 4.12 of the Sale Agreement.

3.5. The proceeds of the Bond were expended on a governmental purpose before the date of the sale of the Property.

4. Alternative Use of Disposition Proceeds

4.1. The sale of the Property is a disposition for which the consideration is exclusively cash.

4.2. The Authority reasonably expects to expend the Disposition Proceeds within two years of the date of the sale of the Property.

4.3. The Disposition Proceeds are treated as proceeds of the Bond and will be used in a manner that does not cause the Bond to meet the private activity bond test set forth in Section 2 of the Original Certificate, and neither the Authority nor the City will take any action subsequent to the date of the sale of the Property to cause this test to be met.

4.4. If the Authority does not use all of the Disposition Proceeds for an alternative use described in this Section 4, the Authority will use those remaining Disposition Proceeds for a remedial action that meets the requirements of Treasury Regulation Section 1.141-12(d).

To the best of my knowledge, information, and belief, there are no other facts, estimates, or circumstances that would materially change any of the foregoing certifications. The representations contained in this Certificate are made for the benefit of Nelson Mullins Riley & Scarborough LLP, Bond Counsel, and others and may be relied upon by Bond Counsel and others in determining whether or not the interest on the Bond is subject to income taxation by the United States or the State of Georgia under existing statutes, regulations, and decisions.

WITNESS my manual signature as the Mayor of the City, this 31st day of May 2022, being the date of sale of the Property by the Authority to the Purchaser.

CITY OF POWDER SPRINGS, GEORGIA

By: _____
Mayor