

MURRAY BARNES FINISTER LLP

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May 31, 2019

Mr. Patrick Bryant
City Manager
City of Avondale Estates, Georgia
21 North Avondale Plaza
Avondale Estates, GA 30002

Re: Creation of the Urban Redevelopment Agency of the City of Avondale Estates, Georgia and the Issuance of Urban Redevelopment Agency of the City of Avondale Estates, Georgia Bond Anticipation Note, Series 2019

Dear Patrick:

This letter is intended to set forth the details relating to our engagement as bond counsel to the City of Avondale Estates, Georgia (the "City") with respect to the captioned transaction.

Description of Transaction

We will assist with the creation of an urban redevelopment agency for the City of Avondale Estates, Georgia (the "Agency"). The Agency will approve the issuance of a bond anticipation note (the "Note") pursuant to a bond resolution (the "Bond Resolution"). Proceeds of the Note will be used to fund stormwater and park improvements. The Note will be secured by proceeds of take-out bonds to be issued by the Agency. The take-out bond will be secured by an intergovernmental contract between the City of Avondale Estates, Georgia (the "City") and the Agency.

Scope of Engagement

In this engagement, we would expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Note, the source of payment and security for the Note, and the excludability of interest on the Note from gross income for federal and state of issue income tax purposes.
2. Render additional legal opinions with respect to (a) the exemption of the Note from the registration provisions of the Securities Act of 1933, as amended, and (b) the exemption of the Bond Resolution under the Trust Indenture Act of 1939, as amended.

3. Prepare and review the documents necessary or appropriate for the exercise of urban redevelopment powers and the creation of the Agency, including the (a) organizing resolution of the Agency, (b) resolution designating the urban redevelopment areas, (c) the Urban Redevelopment Plans of the City, (d) resolutions adopting the Urban Redevelopment Plans of the City and (e) Activating Resolution of the Agency. Attend all meetings of the City in connection with the exercise of urban redevelopment powers, creation of the Agency and the financing.
4. Prepare and review the documents necessary or appropriate for the authorization, issuance and delivery of the Note, including the Bond Resolution and intergovernmental agreement, and coordinate the authorization and execution of such documents.
5. Assist the City in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Note.
6. Review legal issues relating to the structure of the Note issue.
7. Pursue validation proceedings.

The scope of our engagement as bond counsel will not include the rendition of any opinions or the preparation of any documents not referred to above. We would expect such opinions and documents to be within the scope of counsel to the other parties in the transaction. Among other things, our duties do not include:

1. Preparing requests for tax rulings from the Internal Revenue Service or state officials, or no action letters from the Securities and Exchange Commission.
2. Drafting state constitutional or legislative amendments.
3. Except as described in paragraph 6 above, pursuing test cases or other litigation, such as contested validation proceedings.
4. Making any investigation or expressing any view as to the creditworthiness of the Agency, the Note or any credit enhancer or liquidity provider with respect to the Note.
5. Assisting in the preparation of, or reviewing, any interest rate lock, swap, forward purchase agreement, or other similar instrument relating to the Note or the investment of the proceeds thereof.

6. Representing the Agency in or responding to Internal Revenue Service investigations or Securities and Exchange Commission investigations.
7. After the closing, providing continuing advice to the Agency, or to any other party concerning any actions necessary to assure that the interest paid on the Note will continue to be excluded from gross income for federal income tax purposes, including specifically, but without limitation, any advice which may relate to the obligation of the Agency to calculate and pay any rebate due to the Internal Revenue Service with respect to the Note.

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. However, our services as bond counsel are limited to those contracted for herein, and we are not assuming a general representation of the City as a result of accepting this engagement, but rather our engagement is expressly limited as set forth herein. We understand that Stephen Quinn serves as City Attorney and is expected to negotiate on behalf of the City any business or financial terms of the transaction and any indemnity, covenants or similar provisions. We assume that all other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our representation of the City as described herein and the attorney-client relationship created by this engagement letter will be concluded upon the issuance of the Note. Your execution of this engagement letter will constitute an acknowledgment of all of the foregoing limitations.

Conflict Waiver

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Note. We do not believe such representation, if it occurs, will adversely affect our ability to represent the City as provided in this letter, either because such matters will be sufficiently different from the issuance of the Note so as to make such representations not adverse to our representation of the City, or because of potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Note. Your execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

Fee

Based upon (i) our current understanding of the terms, structure, size and schedule for this financing, (ii) the duties we have agreed to undertake pursuant to this engagement letter,

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(iii) the time we anticipate devoting to this financing and (iv) the responsibilities we have agreed to assume as set forth in this letter, we propose a fixed fee estimated at \$65,000. In addition, we will submit a statement to you for all client charges made on your behalf, such as any travel costs, photocopying, deliveries, long-distance telephone and telecopier charges, filing fees, computer-assisted research and other out-of-pocket expenses. Our fee may vary if the principal amount of the Note issued differs significantly from the amount stated above, if material changes of the structure of the financing occur, the transaction is delayed beyond the normal time period for transactions such as this one, or if unusual or unforeseen circumstances arise which require a significant increase in our responsibility with respect to this transaction. If, at any time, we believe that the circumstances require an adjustment of our original fee, we will consult with you. Our fee is usually paid at the Closing. We do not customarily submit any statements until the Closing unless there is a substantial delay in completing the financing. If for any reason the financing is not consummated, we would expect to be compensated for our work related to the issuance of the Note at our hourly rate.

Miscellaneous

At your request, any papers or property furnished by the City to us in connection with this matter will be returned promptly upon payment of all of our outstanding fees and reimbursement of our expenses as described above. Our own files, including lawyer work product, pertaining to this transaction will be retained by us. For various reasons, including avoiding unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please indicate your acceptance of these terms by signing and returning to me this engagement letter. If we do not receive from you a signed copy of this engagement letter within 14 days after the date of this letter, and you proceed forward with this transaction, you will be deemed to have accepted this engagement letter regardless of whether a signed copy is returned to us.

We look forward to working with you on this transaction.

Sincerely,


Teresa P. Finister

cc: Stephen Quinn, Esq.

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Accepted as of the date set forth above:

CITY OF AVONDALE ESTATES, GEORGIA

By: _____
Patrick Bryant
City Manager