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FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT

THIS FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT (this “Amendment”), by and between the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY**, a public body corporate duly organized and existing under the laws of the State of Georgia (the “Issuer”), and **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the “County”).

RECITALS

WHEREAS, the Issuer heretofore issued its \$9,940,000 Refunding Revenue Bonds (Hall County Facilities Project), Series 2020 (the “Series 2020 Bonds”); and

WHEREAS, the Series 2020 Bonds were issued pursuant to a Trust Indenture, dated as of March 1, 2020 (the “Indenture”), between the Issuer and Wells Fargo Bank, National Association, as Trustee, and subsequently Computershare Trust Company, National Association (the “Trustee”) became the Successor Trustee under the Indenture in place of Wells Fargo Bank, National Association; and

WHEREAS, in connection with the issuance of the Series 2020 Bonds, the Issuer and the County entered into an Installment Sale Agreement, dated as of March 1, 2020 (the “Agreement”), recorded in Deed Book 8476, pages 512-549, Hall County Deed Records; and

WHEREAS, the Projects (as defined in the Agreement) consist of a public safety facility of the County occupied by the Georgia State Patrol and the sewage treatment facility of the County, each of which is more particularly described on Exhibit “A” attached to the Agreement (said sewage treatment facility being hereinafter referred to as the “Sewage Treatment Facility”); and

WHEREAS, the Issuer and the County desire to release from the property comprising the Sewage Treatment Facility a 21.528-acre tract of unimproved real property (the “Released Property”), which Released Property is more particularly described as Tract 2 on that certain plat dated June 23, 2026, entitled Minor Plat of Spout Springs Wastewater Facility, recorded in Plat Book 889, page 365, Hall County, Georgia Plat Records, and which Released Property shall be

subject to the reservation by the Issuer of a treated wastewater outfall easement as shown on said plat; and

WHEREAS, Section 7.7 of the Agreement provides that the Agreement may be amended at any time and from time to time “for the purpose of affecting the release of and removal from this Agreement of (i) any unimproved part of the real estate comprising part of either Project (on which no State Patrol Post building, sewer treatment facility building, or other building or equipment owned by Issuer and essential to the continued operation of the applicable Project is situated);” and

WHEREAS, Section 13.01 of the Indenture provides that the Trustee may consent to any amendment to the Agreement without the consent of or notice to the Bondholders provided such amendment is permitted by the provisions of the Agreement; and

WHEREAS, the Issuer and the County wish to amend the Agreement to reflect the removal of the Released Property from the real property comprising the Sewage Treatment Facility; and

WHEREAS, the Issuer and the County have determined that this Amendment is permitted under the terms of the Agreement and the Indenture;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements set forth in this Amendment, the Issuer and the County covenant and agree as follows:

1.

All capitalized terms not defined in this Amendment shall have the same meaning as set forth in the Agreement.

2.

The Description of the Projects attached to the Agreement as Exhibit “A” is hereby amended by deleting therefrom the paragraph entitled “The Series 2013 Project” and substituting in lieu thereof the following:

The Series 2013 Project

All land, improvements, equipment, sewer lines, and pump stations comprising the sewage treatment facility of Hall County described as follows:

27.431 acres of land located on Spout Springs Road in Hall County, Georgia, more particularly described on **Exhibit A-2** attached hereto, a wastewater treatment plant thereon, approximately 17,500 feet of sewer line (including a force main pump station and pump station site described on **Exhibit A-2** attached

hereto, and other pump stations and other pump station sites described on **Exhibit A-2** attached hereto) constituting the collection system for the wastewater treatment plant, approximately 9,000 feet of reuse water distribution line to be used in connection therewith and a reuse water production and distribution facility at the wastewater treatment plant. The Projects includes certain improvements to the reuse water production and distribution facility at the wastewater treatment plant, certain improvements to various pump stations which are part of the collection system for the wastewater treatment plant, and certain odor-controlling facilities at the wastewater treatment plant, all of which improvements and facilities the acquisition, equipping and construction of which was refinanced with proceeds of the Series 2013 Bonds.

2.

The Released Property is hereby removed from the property designated as Tract One on Exhibit A-2 of the Agreement. From and after the date of this Amendment, the Released Property shall no longer be considered a part of the Projects or the 2013 Project for any purpose under the Agreement and the Indenture.

3.

The legal description of the property designated as Tract One on Exhibit A-2 of the Agreement is hereby deleted in its entirety, and the legal description attached hereto as **Exhibit A-2 (Tract One)** and by reference made a part hereof is substituted in its stead.

4.

The Trustee is executing this Amendment to evidence its consent to this Amendment.

5.

The Agreement shall remain in full force and effect, except as specifically amended by this Amendment.

6.

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

7.

This Amendment shall be governed by and construed in accordance with the laws of the State.

8.

This Amendment is binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the Issuer and the County have caused this Amendment to be executed under seal by their duly authorized officers, as of _____, 2026.

AS TO THE ISSUER:

**GAINESVILLE AND HALL COUNTY
DEVELOPMENT AUTHORITY**

Signed, sealed and delivered in the presence of:

By: _____
Chairman

Unofficial Witness

Attest: _____
Secretary

Notary Public

(AUTHORITY SEAL)

(NOTARIAL SEAL)

My Commission Expires: _____

[signatures continued on next page]

AS TO THE COUNTY:

HALL COUNTY, GEORGIA

Signed, sealed and delivered in the
presence of:

By: _____
Chairman, Board of Commissioners

Unofficial Witness

Attest: _____
Clerk, Board of Commissioners

Notary Public

(COUNTY SEAL)

(NOTARIAL SEAL)

My Commission Expires: _____

CONSENT OF TRUSTEE

The foregoing Amendment is consented to by the Trustee, as of the _____ day of _____, 2026.

COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee
under the Indenture of Trust dated
as of March 1, 2020

By: _____

Name: _____

Title: _____

Exhibit A-2

(Tract One)

All that tract or parcel of land lying and being in Friendship G.M.D. 1419, Hall County, Georgia, fronting on Spout Springs Road and consisting of 27.431 acres and denoted as Tract 1 as shown on a plat of survey dated June 23, 2026, entitled Minor Plat of Spout Springs Wastewater Facility, prepared by Columbia Engineering, recorded in Plat Book 889, page 365, Hall County, Georgia Plat Records. Said plat is hereby incorporated by reference for a more complete description of the property.