

RESOLUTION OF HALL COUNTY

WHEREAS, the Gainesville and Hall County Development Authority (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 Hall County, Georgia (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

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, be it and it is hereby resolved by the Board of Commissioners of Hall County as follows:

1. The County hereby approves the amendment of the Agreement upon the terms of the First Amendment to Installment Sale Agreement attached hereto as **Exhibit "A,"** and by reference made a part hereof.

2. The Issuer is hereby requested to prepare, execute, and deliver all documents and certificates deemed necessary or desirable in order to carry out and comply with the terms and provisions of this Resolution.

3. The Chairman of the Board of Commissioners, and any other officer of the Board of Commissioners, are hereby authorized to execute and deliver on behalf of Hall County the First Amendment to Installment Sale Agreement, substantially in the form attached hereto as **Exhibit "A,"** subject to such minor changes, insertions and omissions as may be approved by the Chairman of the Board of Commissioners, and the execution of the First Amendment to Installment Sale Agreement by said Chairman as hereby authorized shall be conclusive evidence of any such approval.

4. The proper officers and employees of the County 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 said First Amendment to Installment Sale Agreement and said officers are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary to carry out and comply with the provisions of this resolution.

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

6. Except as specifically amended as provided herein, the Agreement is in all other respects ratified and affirmed.

7. This Resolution shall be effective immediately upon its adoption.

Adopted this 9th day of July, 2026.

HALL COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Attest: _____
Clerk, Board of Commissioners

(SEAL)

CLERK'S CERTIFICATE

I, Jennifer Rivera, DO HEREBY CERTIFY that I am the Commission Clerk for the Board of Commissioners of Hall County, Georgia. As such, I keep its official records, and in that capacity, do hereby certify that the foregoing constitutes a true and correct copy of a resolution duly adopted by the Board of Commissioners of Hall County, that the original of said resolution appears of record in the meeting file of July 9, 2026, which is in my custody and control, and that same has not been amended or repealed.

Given under my hand and the seal of Hall County, Georgia, this the 9th day of July, 2026.

Jennifer Rivera, Clerk of the
Hall County Commission

(SEAL)