

CLOSING MEMORANDUM

FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT
BETWEEN ACCG AND FULTON COUNTY, GEORIGIA

- I. **Closing Date:** The closing will be conducted via mail on November 15, 2023 (the “Closing Date”).
- II. **Delivery of Loan Proceeds:** DNT Asset Trust (the “Lender”) will advance \$10,914,307.60 to Fulton County, Georgia (the “County”) pursuant to the First Amendment to Installment Sale Agreement on the Closing Date. The County will disburse the amount advanced pursuant to this Closing Memo.

III. Sources and Uses of Funds:

Sources of Funds:

Par Amount	<u>\$10,914,307.60</u>
Total Sources	<u>\$10,914,307.60</u>

Uses of Funds:

Project	\$10,806,057.60
Estimated Closing Costs	<u>108,250.00</u>
Total Uses	<u>\$10,914,307.60</u>

- IV. **Disbursement of Funds:** On or before 9:30 a.m. Central Time on the Closing Date, the Lender shall wire \$10,914,307.60 to the County in accordance with the wire transfer instructions set forth below:

Account name: Fulton County Board of Commissioners
Bank: Wells Fargo
Routing number: 121000248
Account number: 2079900413519

The County shall pay the closing costs listed on Exhibit A and the costs of the Project improvements.

- V. **Recording of Documents:** As soon as funds are received by the County, John Bell (the "Real Estate Attorney") shall (a) record First Amendment to Installment Sale Agreement, the First Amendment to Assignment and Transfer Agreement and the First Amendment to Deed to Secure Debt and Security Agreement (collectively the "Real Estate Documents") in real property records and (b) send an email confirmation to the working group that the Real Estate Documents have been recorded together with marked-up commitment for title insurance endorsements. The Real Estate Attorney shall send Murray Barnes Finister LLP ("MBF") file-stamped copies of all recorded Real Estate Documents together with the final title insurance endorsements as soon as they are available.
- VI. **Transcripts:** After the foregoing has been carried out and MBF has received file-stamped copies of the recorded Real Estate Documents and the final title insurance endorsements from the Real Estate Attorney, a loose original transcript will be sent to the Lender and the County. Everyone (including the Lender and the County) will receive a transcript on a CD or a thumb.

FULTON COUNTY, GEORGIA

By: 
Robert L. Pitts, Chairman



ITEM # LB-0720 RCS 10 18 23
RECESS MEETING

EXHIBIT A

Closing Costs

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>	<u>Instructions</u>
Murray Barnes Finister LLP	Legal Fee and Expenses *	\$51,490.44	See attached invoice
ACCG	Issuance Fee	10,914.31	See attached invoice
John W. Bell, P.C.	Title Premiums, Title Binder and Recording Fees	30,845.25	See attached invoice
Butler Snow LLP	Legal Fee	15,000.00	See attached invoice

*A supplemental bill for expenses will be sent after the transcripts are distributed and all expenses are posted.

REVISED

1 **A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO AN INSTALLMENT**
3 **SALE AGREEMENT APPROVED IN 2019; AND FOR OTHER PURPOSES.**

4 **WHEREAS**, pursuant to the terms of an Installment Sale Agreement, dated as of
5 November 1, 2019 (the "Original Installment Sale Agreement"), between Association
6 County Commissioners of Georgia (the "Seller") and Fulton County, Georgia (the
7 "County"), the Seller sold certain land together with a building located thereon to the
8 County as approved for execution by the Fulton County Board of Commissioners in
9 Agenda Item 19-0856; and

10 **WHEREAS**, the Seller's right to receive installment payments was assigned to
11 DNT Asset Trust (the "Lender"); and

12 **WHEREAS**, the County has determined that it needs additional funds to make
13 improvements to the building; and

14 **WHEREAS**, the Lender has agreed to provide such additional funds, and the
15 Seller and the County have agreed to enter into a First Amendment to Installment Sale
16 Agreement (the "Amendment"); and

17 **WHEREAS**, under the terms of the Amendment, the Seller and the County will,
18 among other things, replace Exhibit A to the Original Installment Sale Agreement in
19 order to (a) change the basic terms and (b) provide new installment payment amounts.

20 **NOW, THEREFORE, THE FULTON COUNTY BOARD OF COMMISSIONERS**
21 **(the "Board of Commissioners") HEREBY RESOLVES**, and it is hereby resolved by
22 the authority of the same, as follows:

1 1. Authorization of the Amendment. The execution, delivery, and performance of
2 the Amendment are hereby authorized. The Amendment shall be executed by the
3 Chairman or the Vice Chairman. The Clerk to the Commission may attest the same, and
4 the seal may be impressed on the Amendment. The Amendment shall be in
5 substantially the form attached hereto as Exhibit A, subject to such changes, insertions
6 and omissions as may be approved by the person executing the same (after
7 consultation with the County Attorney), and the execution of the Amendment by such
8 person shall be deemed conclusive evidence of the approval of same as authorized
9 under this Resolution. The Amendment is by this reference thereto incorporated into the
10 minutes.

11 2. General Authority. The Chairman, the Vice Chairman, the Clerk to the
12 Commission, the County Attorney, the County Manager, the Chief Financial Officer, the
13 County Finance Director and all other officers, employees and agents of the County as
14 delegated or duly appointed are hereby authorized, empowered and directed to do all
15 such acts and things and to execute all such documents and certificates as may be
16 necessary to carry out and comply with the provisions of the documents herein
17 authorized and as may be necessary to carry out the purposes and intents of this
18 Resolution.

19 3. Ratification of Prior Acts. All acts and doings of the Board of Commissioners,
20 the Clerk to the Commission, the County Attorney, the County Manager, the Chief
21 Financial Officer for the County, the County Finance Director and other officers,
22 employees and agents of the County which are in conformity with the purposes and
23 intents of this Resolution are hereby ratified, approved and confirmed.

1 4. Repealing Clause. Any and all resolutions or parts of resolutions in conflict
2 with this Resolution are hereby repealed, but solely as and to the extent of such conflict.

3 5. Effective Date. This Resolution shall take effect immediately upon its adoption
4 by a majority vote of the Board of Commissioners.

5 **SO PASSED AND ADOPTED**, this 18th day of October, 2023.

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FULTON COUNTY BOARD OF COMMISSIONERS



Robert L. Pitts

Robert L. Pitts, Chairman

ATTEST:

Dawn Peterson

DAWN PETERSON
CHIEF DEPUTY CLERK TO THE COMMISSION

APPROVED AS TO FORM:

Y. Soo Jo

Y. Soo Jo, County Attorney

REVISED

CLERK'S CERTIFICATE

The undersigned Clerk of the Fulton County Board of Commissioners (the "Board of Commissioners") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to a First Amendment to Installment Sale Agreement constitute a true and correct copy of the Resolution adopted by the Board of Commissioners on October 18, 2023, as Agenda Item 23-0720, in a regular meeting duly called and lawfully assembled and at which a quorum was present and acting throughout and that the original of said Resolution appears of record in the minute book of the Board of Commissioners, which is in my custody and control.

WITNESS my hand and the official seal of the Board of Commissioners, this 18th day of October, 2023.



DAWN PETERSON
CHIEF DEPUTY CLERK TO THE COMMISSION

ITEM # 23-0720 RCS 10/18/23
RECESS MEETING

REVISED

EXHIBIT A

FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT



-----Space Above This Line for Recorder's Use-----

Tax Parcel No. 12-3130-0859-073-1

After recording, please return to:
The Law Office of John W. Bell, P.C.
12600 Deerfield Parkway, Suite 100
Alpharetta, GA 30004
File No. J1211.006.1

Cross Reference:
Deed Book: 60816
Page: 168

STATE OF GEORGIA
COUNTY OF FULTON

FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT

This FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT (this "Amendment") is dated November 15, 2023 and is entered into by and between ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA (the "Seller") and FULTON COUNTY, GEORGIA (the "County").

WITNESSETH:

WHEREAS, the Seller and Fulton County, Georgia (the "County") entered into an Installment Sale Agreement, dated as of November 1, 2019 (the "Original Installment Sale Agreement"), pursuant to which the Seller sold certain land together with a building located thereon and equipment located therein to the County; and

WHEREAS, the Seller's right to receive installment payments was assigned to DNT Asset Trust (the "Lender") pursuant to an Assignment and Transfer Agreement, dated as of November 1, 2019, executed by the Seller in favor of the Lender; and

WHEREAS, the Lender required that the Seller execute a Deed to Secure Debt and Security Agreement, dated as of November 1, 2019, in favor the of Lender in order to secure certain of the Seller's obligations; and

WHEREAS, the County has determined that it needs additional funds to make improvements to the building; and

WHEREAS, the Lender has agreed to provide such additional funds on the condition that (a) the Seller and the County enter into this Amendment, (b) the Seller and the Lender enter into a

First Amendment to Assignment and Transfer Agreement and (c) the Seller and the Lender enter into a First Amendment to Deed to Secure Debt and Security Agreement.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Replacement of Exhibit A. Exhibit A of the Original Installment Sale Agreement shall be replaced with Exhibit A attached hereto.

2. Reporting Requirements. Section 2.1(h) is replaced with the following:

Reporting Requirements. The County will cause the following documents or information to be delivered to the Lender if such documents or information are not available on the County's website:

(i) immediately upon becoming aware thereof, notice of the occurrence of any Event of Default specified in Section 8.1 hereof; and

(ii) on or before the date which is the last day of the eighth month following the end of each Fiscal Year (the "Reporting Date"), the audited financial statements of the County, which audit shall be conducted by an accountant (or a firm thereof) acceptable to the Lender; and

(iii) such other information as the Lender shall reasonably request.

Notwithstanding the foregoing, if the audited financial statements are not available by the Reporting Date, the County shall provide the Lender the unaudited financial statements on the Reporting Date and the audited financial statements when available.

3. Ratification of Other Terms. All other terms contained in the Original Installment Sale Agreement are hereby ratified and reaffirmed.

4. Execution of Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

REVISED

IN WITNESS WHEREOF, the Seller and the County have caused this Amendment to be executed by their duly authorized officers and their seals to be impressed hereon, all as of the day and year first above written.

ASSOCIATION COUNTY
COMMISSIONERS OF GEORGIA

(SEAL)

By: _____
Executive Director and Secretary

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

REVISED

FULTON COUNTY, GEORGIA



By: *Robert L. Pitts*

Robert L. Pitts
Chairman
Fulton County Board of Commissioners

Attest:

Dawn Peterson

DAWN PETERSON
CHIEF DEPUTY CLERK TO THE COMMISSION



Signed, sealed and delivered in the presence of:

Alvin Bally
Unofficial Witness

Kimberly Hue
Notary Public

My Commission Expires: March 15, 2027



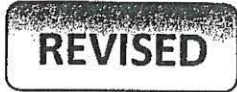
(NOTARIAL SEAL)

APPROVED AS TO FORM:

By: *Y. Soo Jo*
Y. Soo Jo
Fulton County Attorney

ITEM # 23-0720 RCS 10/18/23
REGRESS MEETING

(First Amendment to Installment Sale Agreement)



ACKNOWLEDGED AND CONSENTED TO:

DNT ASSET TRUST

By: _____
Authorized Officer

Signed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)



EXHIBIT A

SCHEDULE 1

BASIC TERMS:

INSTALLMENT SALE AMOUNT: \$25,000,000

INTEREST RATE: 3.07% (the "Regular Rate")

All rates shall be computed on the basis of a 360-day year comprised of twelve, thirty-day months.

Notwithstanding the foregoing, the interest rate shall increase from the Regular Rate to the Default Rate upon an Event of Default and from the Regular Rate to the Taxable Rate upon a Determination of Taxability. The foregoing terms shall have the meanings set forth below:

"Default Rate" means the then applicable rate plus 4.0%.

"Determination of Taxability" means a determination by the Internal Revenue Service or any court of competent jurisdiction that an action of the County caused the Supplemental Payments to be includable in the Lender's gross income for federal income tax purposes, which determination is not being contested by the County.

"Taxable Rate" means 4.00%.

Furthermore, in connection with a Determination of Taxability, the County shall pay the Lender within 30 days all interest, penalties and other similar charges payable by the Lender as a result of the Determination of Taxability.

PREPAYMENT PREMIUM

In connection with the pre-payment of all or a portion of the Purchase Price, the County shall pay the Lender the "prepayment premium." For purposes of the foregoing, the term "pre-payment premium" shall mean the sum of the differences between (a) each scheduled Supplemental Payment which would have been made on the prepaid amount if such pre-payment had not occurred and (b) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the Lender shall be deemed to have entered into as of the date of such pre-payment (the "Replacement Swap") covering its payment obligations under an interest rate swap which the Lender shall be deemed to have entered into when the pre-paid amount was originally funded, with each such difference discounted to a present value as of the date of pre-payment using the fixed interest rate of the Replacement Swap as the applicable discount rate. The County acknowledges that the Lender might not fund or hedge its fixed-rate loan portfolio or any pre-payment thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a

REVISED

reasonable and appropriate method of calculating liquidated damages for any pre-payment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the loan evidenced by this Installment Sale Agreement. All calculations and determinations by the Lender of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

REVISED

SCHEDULE 2

INSTALLMENT PAYMENT AMOUNTS

Bond Amortization Table 10/17/2023 JP Morgan Chase Bank, N.A.				
Date	Principal	Interest	Outstanding Amount	Annual Debt Service
11/15/2023	\$ -	\$ -	\$ 25,000,000.00	\$ -
5/15/2024	\$ 963,885.39	\$ 383,750.00	\$ 24,036,114.61	
11/15/2024	\$ 978,681.03	\$ 368,954.36	\$ 23,057,433.57	\$ 2,695,270.79
5/15/2025	\$ 993,703.79	\$ 353,931.61	\$ 22,063,729.78	
11/15/2025	\$ 1,008,957.14	\$ 338,678.25	\$ 21,054,772.64	\$ 2,695,270.79
5/15/2026	\$ 1,024,444.63	\$ 323,190.76	\$ 20,030,328.01	
11/15/2026	\$ 1,040,169.86	\$ 307,465.53	\$ 18,990,158.15	\$ 2,695,270.79
5/15/2027	\$ 1,056,136.47	\$ 291,498.93	\$ 17,934,021.68	
11/15/2027	\$ 1,072,348.16	\$ 275,287.23	\$ 16,861,673.52	\$ 2,695,270.79
5/15/2028	\$ 1,088,808.71	\$ 258,826.69	\$ 15,772,864.82	
11/15/2028	\$ 1,105,521.92	\$ 242,113.47	\$ 14,667,342.90	\$ 2,695,270.79
5/15/2029	\$ 1,122,491.68	\$ 225,143.71	\$ 13,544,851.22	
11/15/2029	\$ 1,139,721.93	\$ 207,913.47	\$ 12,405,129.29	\$ 2,695,270.79
5/15/2030	\$ 1,157,216.66	\$ 190,418.73	\$ 11,247,912.63	
11/15/2030	\$ 1,174,979.93	\$ 172,655.46	\$ 10,072,932.70	\$ 2,695,270.79
5/15/2031	\$ 1,193,015.88	\$ 154,619.52	\$ 8,879,916.82	
11/15/2031	\$ 1,211,328.67	\$ 136,306.72	\$ 7,668,588.15	\$ 2,695,270.79
5/15/2032	\$ 1,229,922.57	\$ 117,712.83	\$ 6,438,665.58	
11/15/2032	\$ 1,248,801.88	\$ 98,833.52	\$ 5,189,863.71	\$ 2,695,270.79
5/15/2033	\$ 1,267,970.99	\$ 79,664.41	\$ 3,921,892.72	
11/15/2033	\$ 1,287,434.34	\$ 60,201.05	\$ 2,634,458.38	\$ 2,695,270.79
5/15/2034	\$ 1,307,196.46	\$ 40,438.94	\$ 1,327,261.92	
11/15/2034	\$ 1,327,261.92	\$ 20,373.47		\$ 2,695,270.79

-----Space Above This Line for Recorder's Use-----

Tax Parcel No. 12-3130-0859-073-1

After recording, please return to:
The Law Office of John W. Bell, P.C.
12600 Deerfield Parkway, Suite 100
Alpharetta, GA 30004
File No. J1211.006.1

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STATE OF GEORGIA
COUNTY OF FULTON

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WITNESSETH:

WHEREAS, the Seller and Fulton County, Georgia (the “County”) entered into an Installment Sale Agreement, dated as of November 1, 2019 (the “Original Installment Sale Agreement”), pursuant to which the Seller sold certain land together with a building located thereon and equipment located therein to the County; and

WHEREAS, the Seller’s right to receive installment payments was assigned to DNT Asset Trust (the “Lender”) pursuant to an Assignment and Transfer Agreement, dated as of November 1, 2019, executed by the Seller in favor of the Lender; and

WHEREAS, the Lender required that the Seller execute a Deed to Secure Debt and Security Agreement, dated as of November 1, 2019, in favor the of Lender in order to secure certain of the Seller’s obligations; and

WHEREAS, the County has determined that it needs additional funds to make improvements to the building; and

WHEREAS, the Lender has agreed to provide such additional funds on the condition that (a) the Seller and the County enter into this Amendment, (b) the Seller and the Lender enter into a

First Amendment to Assignment and Transfer Agreement and (c) the Seller and the Lender enter into a First Amendment to Deed to Secure Debt and Security Agreement.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Replacement of Exhibit A. Exhibit A of the Original Installment Sale Agreement shall be replaced with Exhibit A attached hereto.

2. Reporting Requirements. Section 2.1(h) is replaced with the following:

Reporting Requirements. The County will cause the following documents or information to be delivered to the Lender if such documents or information are not available on the County's website:

(i) immediately upon becoming aware thereof, notice of the occurrence of any Event of Default specified in Section 8.1 hereof; and

(ii) on or before the date which is the last day of the eighth month following the end of each Fiscal Year (the "Reporting Date"), the audited financial statements of the County, which audit shall be conducted by an accountant (or a firm thereof) acceptable to the Lender; and

(iii) such other information as the Lender shall reasonably request.

Notwithstanding the foregoing, if the audited financial statements are not available by the Reporting Date, the County shall provide the Lender the unaudited financial statements on the Reporting Date and the audited financial statements by the end of the eleventh month following the end of the Fiscal Year.

3. Ratification of Other Terms. All other terms contained in the Original Installment Sale Agreement are hereby ratified and reaffirmed.

4. Execution of Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Seller and the County have caused this Amendment to be executed by their duly authorized officers and their seals to be impressed hereon, all as of the day and year first above written.

ASSOCIATION COUNTY
COMMISSIONERS OF GEORGIA

(SEAL)

By: _____
Executive Director and Secretary

Signed, sealed and delivered in the
presence of:

Unofficial Witness

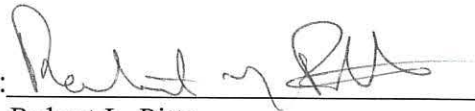
Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

FULTON COUNTY, GEORGIA

(SEAL)

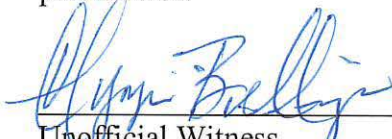
By: 
Robert L. Pitts
Chairman
Fulton County Board of Commissioners

Attest:


Nikki Peterson
Clerk to the Commission



Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public

My Commission Expires: March 15, 2027

(NOTARIAL SEAL)

APPROVED AS TO FORM:



By: 
Y. Soo Jo
Fulton County Attorney

ITEM # 23-0720 RCS 10/18/23
RECESS MEETING

ACKNOWLEDGED AND CONSENTED TO:

DNT ASSET TRUST

By: _____
Authorized Officer

Signed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

Witness my hand this 15th day of November, 2023.

FULTON COUNTY, GEORGIA

By: 
Chairman



ITEM # 23-0720 RCS 10 18 23
RECESS MEETING

(Closing Certificate of the County)

INCUMBENCY CERTIFICATE OF THE COUNTY

The undersigned Clerk of Fulton County, Georgia (the "County") DOES HEREBY CERTIFY, as follows:

1. I am the duly acting Clerk of the County and have the authority to execute this certificate. The County is a political subdivision of the State of Georgia.

2. The official seal of the County, being the only seal used by the County in the execution of contracts and other instruments, is the seal an impression of which is affixed opposite my signature hereto.

3. The below-named person has been duly elected and this day is the Chairman of the Board of Commissioners of the County, and the signature set forth below is his genuine signature.

NAME

SIGNATURE

Robert L. Pitts



WITNESS my hand and the official seal of the County, this 15th day of November, 2023.

(SEAL)



DAWN PETERSON
CHIEF DEPUTY CLERK TO THE COMMISSION



ITEM # 23-0720 RCS 10/18/23
RECESS MEETING

INCUMBENCY CERTIFICATE OF THE COUNTY

The undersigned Clerk of Fulton County, Georgia (the "County") DOES HEREBY CERTIFY, as follows:

1. I am the duly acting Clerk of the County and have the authority to execute this certificate. The County is a political subdivision of the State of Georgia.

2. The official seal of the County, being the only seal used by the County in the execution of contracts and other instruments, is the seal an impression of which is affixed opposite my signature hereto.

3. The below-named person has been duly elected and this day is the Chairman of the Board of Commissioners of the County, and the signature set forth below is his genuine signature.

NAME

SIGNATURE

Robert L. Pitts



WITNESS my hand and the official seal of the County, this 15th day of November, 2023.

(SEAL)



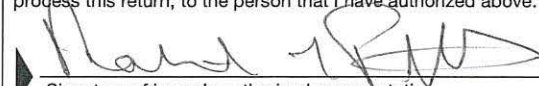
DAWN PETERSON
CHIEF DEPUTY CLERK TO THE COMMISSION



ITEM # 23-0720 RCS 10/18/23
RECESS MEETING

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input checked="" type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input checked="" type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
		<u>10/31/2022</u>	Robb Pitts, Chairman		
	Signature of issuer's authorized representative	Date	Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed	PTIN
	Roger E. Murray				P01269134
	Firm's name ▶ Murray Barnes Finister LLP	Firm's EIN ▶ 80-0084586		Firm's address ▶ 3525 Piedmont Road NE, Suite 5-515, Atlanta, GA 30305	
				Phone no. 678-999-0350	



ITEM # 22 0720 RCS 10 18 23
 RECESS MEETING

IN WITNESS WHEREOF, this Certificate has been executed on behalf of the County by the undersigned this November 15, 2023.

FULTON COUNTY, GEORGIA

By: 
Chairman



ITEM # 23-0720 RCS 10/18/23
RECESS MEETING


(Tax and Non-Arbitrage Certificate)

The County shall pay the closing costs listed on Exhibit A and the costs of the Project improvements.

V. **Recording of Documents:** As soon as funds are received by the County, John Bell (the "Real Estate Attorney") shall (a) record First Amendment to Installment Sale Agreement, the First Amendment to Assignment and Transfer Agreement and the First Amendment to Deed to Secure Debt and Security Agreement (collectively the "Real Estate Documents") in real property records and (b) send an email confirmation to the working group that the Real Estate Documents have been recorded together with marked-up commitment for title insurance endorsements. The Real Estate Attorney shall send Murray Barnes Finister LLP ("MBF") file-stamped copies of all recorded Real Estate Documents together with the final title insurance endorsements as soon as they are available.

VI. **Transcripts:** After the foregoing has been carried out and MBF has received file-stamped copies of the recorded Real Estate Documents and the final title insurance endorsements from the Real Estate Attorney, a loose original transcript will be sent to the Lender and the County. Everyone (including the Lender and the County) will receive a transcript on a CD or a thumb.

FULTON COUNTY, GEORGIA

By: 

County Manager

9. That, to Affiant's information, knowledge and belief without a duty to investigate, County is a resident of the State of Georgia, and this sale or transfer is not subject to withholding tax pursuant to O.C.G.A. §48-7-128. County understands that this affidavit may be disclosed to the Commissioner of Revenue of the State of Georgia; and
10. That, to Affiant's information, knowledge and belief without a duty to investigate, County is in exclusive possession of the Property and that no other parties have any claim to possession of the Property.


Under penalty of perjury, Affiant declares that he/she has examined the foregoing Affidavit and hereby certifies that it is true, correct and complete. This Affidavit is made for the purpose of inducing First American Title Insurance Company, its agents, successors and assigns to issue title coverage.

Sworn to and subscribed before me
this 15th day of November, 2023.



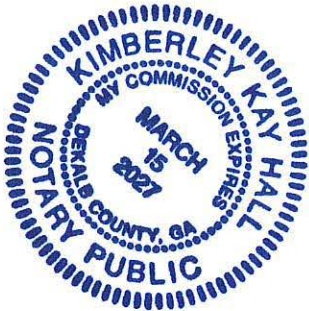
Notary Public

[NOTARIAL SEAL]

 11.15.23

Affiant's Signature

Printed Name: Richard Anderson



with respect to the indemnification provisions contained in any of the Installment Sale Agreement.

4. The execution, delivery and performance of the County's obligations under the Installment Sale Agreement will not conflict with or constitute on the part of the County a violation of, breach of or default under any (a) indenture, mortgage, lease, resolution, note agreement or other agreement or instrument known to me to which the County is a party or by which the County or its property is bound; or (b) constitutional provision, statute, rule, regulation or order of any governmental body or court having jurisdiction over the County or its property.

5. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental body, pending or, to my knowledge, threatened against or affecting the County (a) attempting to limit, enjoin or otherwise restrict or prevent the County from functioning or contesting or questioning the existence of the County or the titles of the present officers to their offices or (b) wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the existence or powers of the County, (ii) the validity or enforceability of the Installment Sale Agreement, (iii) the transactions contemplated by the Installment Sale Agreement or (d) the financial condition or results of operations of the County.

6. All consents, approvals, authorizations and orders of governmental or regulatory authorities or of others that are required to be obtained by the County as of the date hereof in connection with the execution, delivery and performance of its obligations under the Installment Sale Agreement have been duly obtained and remain in full force and effect; provided, however, no opinion is given with respect to any securities laws.

The enforceability of the Installment Sale Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases.

November 15, 2023

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I am a member of the State Bar of Georgia. The opinions herein are limited to the laws of the State of Georgia and any applicable federal laws of the United States. This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters so stated. This opinion is intended solely for the use of the addressees and their permitted successors and/or assigns and may not be relied upon by any other person for any purpose without my prior written consent in each instance. I expressly disclaim any duty to update this opinion in the future for any changes of fact or law that may affect any of the opinions expressed herein.

Respectfully submitted,

By: 

Fulton County Attorney