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

3. 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:

Tonya R. Grier
Clerk to the Commission

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

APPROVED AS TO FORM:

By: _____
Y. Soo Jo
Fulton County Attorney

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: [Interest Rate]% (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 [Taxable Rate]%.

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

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.

SCHEDULE 2

INSTALLMENT PAYMENT AMOUNTS

<u>Date</u>	(Basic Payments) <u>Principal</u>	(Supplemental Payments) <u>Interest</u>	<u>Total Payment</u>	<u>Balance</u>
05/15/2024				
11/15/2024				
05/15/2025				
11/15/2025				
05/15/2026				
11/15/2026				
05/15/2027				
11/15/2027				
05/15/2028				
11/15/2028				
05/15/2029				
11/15/2029				
05/15/2030				
11/15/2030				
05/15/2031				
11/15/2031				
05/15/2032				
11/15/2032				
05/15/2033				
11/15/2033				
05/15/2034				
11/15/2034				
Total				