

**SUPPLEMENTAL PRICING RESOLUTION
OF THE BOARD OF COMMISSIONERS OF FULTON COUNTY, GEORGIA
AUTHORIZING, AMONG OTHER THINGS, THE
ISSUANCE AND SALE OF GENERAL FUND TAX ANTICIPATION NOTES
IN THE AGGREGATE PRINCIPAL AMOUNT OF \$325,000,000 (THIS “NOTE
RESOLUTION”)**

WHEREAS, the Board of Commissioners of Fulton County, Georgia (the “**Board of Commissioners**”) is charged with the duties of contracting debts and managing the affairs of Fulton County, Georgia (the “**County**”); and

WHEREAS, the Board of Commissioners has determined that it is in the best interest of the County to borrow money to pay current expenses for calendar year 2026 in anticipation of the receipt of taxes levied or to be levied for the General Fund, and in this connection adopted the initial resolution on March 18, 2026 authorizing, among other things, the issuance and sale of the herein defined Notes(the “**Initial Note Resolution**”), which Initial Note Resolution is being supplemented by this Note Resolution; and

WHEREAS, the County is authorized by Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 (the “**State Constitution**”) and Section 36-80-2 of the Official Code of Georgia Annotated, to borrow money to pay current expenses during any calendar year and to evidence such borrowing by issuing tax anticipation notes in anticipation of the receipt of taxes levied or to be levied for the General Fund for expenses payable in such calendar year; and

WHEREAS, the County is authorized by Article IX, Section IV, Paragraph I of the State Constitution to levy and collect taxes; and

WHEREAS, the County proposes to issue its General Fund Tax Anticipation Notes in the aggregate principal amount of \$325,000,000 (the “**Notes**”) to pay the current expenses of the County and the costs of issuing the Notes; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County, Georgia, as follows:

Section 1. Findings. The Board of Commissioners hereby finds and determines as follows: (a) the aggregate principal amount of the Notes herein authorized (\$325,000,000) does not exceed \$626,107,947, being 75% of the total gross income from taxes collected by the County in calendar year 2025 for the General Fund (\$834,810,596); (b) the aggregate principal amount of the Notes, together with other contracts, notes, warrants or obligations of the County for current expenses in calendar year 2026 for the General Fund, does not exceed the total anticipated tax revenues of the County for the General Fund for calendar year 2026; (c) no temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2025 or any prior calendar year remains unpaid as of the date hereof; and (d) a need exists for the County to borrow \$325,000,000 to pay current expenses of the County in

1 calendar year 2026 prior to the receipt of sufficient revenues from taxes levied or to be levied for
2 the General Fund for 2026.

3 **Section 2. Authorization of Notes.** There is hereby authorized to be issued tax
4 anticipation notes of the County in the aggregate principal amount of \$325,000,000 which shall be
5 designated “Fulton County, Georgia General Fund Tax Anticipation Notes, Series 2026” (the
6 “Notes”). The Notes shall be dated as of the date of delivery thereof to or upon the instruction of
7 the Purchaser (as defined herein); shall bear interest at the rate of []% per annum, calculated on
8 the basis of a 360-day year comprised of twelve 30-day months, all as provided in, and in
9 accordance with, the Purchaser’s winning bid; shall be payable as to principal and interest by wire
10 transfer upon surrender of the Notes to the persons who are registered owners on December 30,
11 2026 and shall be payable as to principal and interest in lawful money of the United States of
12 America; shall be issued in \$5,000 denominations or any integral multiple of \$5,000 in excess
13 thereof; shall be numbered R-1 upward; and shall mature and interest shall be payable on
14 December 30, 2026. The Notes shall be issued in the form of fully registered notes. The Notes
15 shall be executed by the manual or facsimile signature of the Chairman of the Board of
16 Commissioners and by the manual or facsimile signature of the Clerk thereof, and the corporate
17 seal of the County shall be impressed or imprinted thereon. In case any officer whose signature
18 shall be affixed to the Notes or who shall have sealed any of the Notes shall cease to be such officer
19 before the Notes so signed and sealed shall have been actually delivered, the Notes, nevertheless,
20 shall be valid Notes of the County and may be delivered as such notwithstanding the fact that such
21 officer or officers may have ceased to be such officer or officers of the County when the Notes
22 shall be actually delivered.

23 Notwithstanding the foregoing, if the Notes are issued in Book-Entry Form, the
24 Notes shall be payable as provided in Section 14 hereof.

25 **Section 3. Approval of Form of Notes.** The Notes as initially issued shall be
26 issued in substantially the form attached hereto as Exhibit A subject to such minor changes,
27 insertions or omissions as may be approved by the Chairman of the Board of Commissioners, and
28 the execution and delivery of the Notes shall be conclusive evidence of such approval.

29 **Section 4. Designation of Note Registrar, Paying Agent and**
30 **Authentication Agent.** The County hereby designates U.S. Bank Trust Company, National
31 Association as the Note Registrar, Paying Agent, and Authentication Agent with respect to the
32 Notes, and hereby authorizes the Chief Financial Officer, in consultation with the County
33 Attorney, to negotiate, execute and deliver any and all documents, agreements and certificates in
34 connection with the foregoing appointment of U.S. Bank Trust Company, National Association.

35 **Section 5. Tax Revenues Used to Repay Notes.** The County agrees to use for
36 payment of the Notes and the interest thereon a sufficient portion of the revenues received by the
37 County from taxes levied or to be levied for calendar year 2026 for the General Fund and other
38 funds legally available for such purpose.

39 **Section 6. Authentication of Notes.** Only such Notes as shall have endorsed
40 thereon a certificate of authentication substantially in the form attached hereto as Exhibit A duly
41 executed by the Authentication Agent shall be deemed to be validly issued hereunder. No Notes

1 shall be valid or obligatory for any purpose unless and until such certificate of authentication shall
2 have been executed by the Authentication Agent, and such executed certificate of the
3 Authentication Agent upon any such Note shall be conclusive evidence that such Note has been
4 authenticated and delivered hereunder. Said certificate of authentication on any Note shall be
5 deemed to have been executed by the Authentication Agent, but it shall not be necessary that the
6 same authorized signatory sign the certificate of authentication on all of the Notes.

7 **Section 7. Transfer and Exchange of Notes.** The Note Registrar shall cause
8 to be kept books for the registration of transfer of the Notes. Notes may be registered and
9 transferred on the books of registration by the registered owner thereof in person or by his or her
10 duly authorized attorney, upon surrender thereof, together with a written instrument of transfer
11 executed by the owner or his or her duly authorized attorney. Upon surrender for registration of
12 transfer of any Note at the principal corporate office of the Note Registrar, the Chairman of the
13 Board of Commissioners shall execute, and the Authentication Agent shall authenticate and deliver
14 in the name of the transferee or transferees, a new Note or Notes of the same aggregate principal
15 amount and tenor and of any authorized denomination or denominations, numbered consecutively
16 in order of issuance according to the records of the Note Registrar.

17 The Notes may be exchanged at the principal corporate office of the Note Registrar
18 for an equal aggregate principal amount of Notes of the same aggregate principal amount and tenor
19 and of any authorized denomination or denominations. The Chairman of the Board of
20 Commissioners shall execute, and the Authentication Agent shall authenticate and deliver, Notes,
21 which the owner of the Notes making such exchange is entitled to receive, bearing numbers not
22 contemporaneously then outstanding.

23 Such transfers of registration or exchanges of Notes shall be without charge by the
24 County to the owner of such Notes, but any tax or other governmental charge, required to be paid
25 with respect to the same shall be paid by the owner of the Note requesting such transfer or exchange
26 as a condition precedent to the exercise of such privilege.

27 All Notes surrendered upon any transfer provided for in this Note Resolution shall
28 be promptly cancelled by the Note Registrar and shall not be reissued. Upon request of the County
29 a certificate evidencing such cancellation shall be furnished by the Note Registrar to the County.

30 Notwithstanding the foregoing, if the Notes are issued in Book-Entry Form, the
31 Notes shall be transferred and exchanged as provided in Section 14 hereof.

32 **Section 8. Registered Owners.** The person in whose name any Note shall be
33 registered shall be deemed and regarded as the absolute owner thereof for all purposes, and
34 payment of or on account of either principal or interest shall be made only to or upon the order of
35 the registered owner thereof or his/her/its duly authorized attorney, but such registration may be
36 changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and
37 discharge the liability upon such Note to the extent of the sum or sums so paid.

38 **Section 9. Mutilated or Destroyed Notes.** In case any Note shall become
39 mutilated or be destroyed or lost, the County may cause to be executed, authenticated and delivered
40 a new Note of like date and tenor in exchange or substitution for any such Note upon, in the case

1 of a mutilated Note, surrender of such Note, or in the case of destroyed or lost Note, the owners
2 filing with the Paying Agent, acting for the County, and the Note Registrar evidence satisfactory
3 to them that such Note was destroyed or lost and providing indemnity satisfactory to them. If any
4 such Note shall have matured, instead of issuing a new Note, the County may pay the same.

5 **Section 10. Redemption.** The Notes are not subject to redemption prior to
6 maturity as is more fully provided in the form thereof.

7 **Section 11. Tax Covenants and Representations.** The Notes are being issued
8 by the County for the governmental purpose of providing funds for the current expenses of the
9 County for calendar year 2026, in compliance with the conditions necessary for the interest income
10 on the Notes to be excludable from gross income for federal income taxation pursuant to the
11 provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the “Code”). It
12 is the intention of the County that the interest on the Notes be and remain excludable from gross
13 income for federal income tax purposes, and, to that end, the County hereby covenants with the
14 holders of the Notes, as follows:

15 (a) It will not take any action, or fail to take any action, if any such action or
16 failure to take action would adversely affect the tax-exempt status of the interest on the Notes
17 under Section 103 of the Code.

18 (b) It will not directly or indirectly use or permit the use of any proceeds of the
19 Notes or any other funds of the County or take or omit to take any action in a way that would cause
20 the Notes to be (i) “private activity bonds” within the meaning of Section 141 of the Code, (ii)
21 obligations which are “federally guaranteed” within the meaning of Section 149 of the Code or
22 (iii) “hedge bonds” within the meaning of Section 149 of the Code. Without limiting the foregoing,
23 the County will not allow 10% or more of the proceeds of the Notes to be used in the trade or
24 business of any private business and will not loan 5% or more of the proceeds of the Notes to any
25 nongovernmental units.

26 (c) It will not directly or indirectly use or permit the use of any proceeds of the
27 Notes or any other funds of the County or take or omit to take any action that would cause the
28 Notes to be “arbitrage bonds” within the meaning of Section 148 of the Code. The County
29 anticipates that no rebate of any investment earnings to the Department of Treasury of the United
30 States will be required by Section 148(f) of the Code at any time while the Notes are outstanding.
31 However, in the event that such rebate is required, the County hereby covenants to comply with
32 all requirements of Section 148 of the Code to the extent applicable to the Notes.

33 (d) The County will cause to be completed the Internal Revenue Service the
34 information required by Section 149(e) of the Code (Treasury Form 8038-G), prior to or
35 simultaneously with the issuance of the Notes and will cause the same to be filed as soon as
36 practicable thereafter (but no later than the date required by Section 149 of the Code).

37 **Section 12. Approval of Tax Documents.** The Chairman of the Board of
38 Commissioners and the Chief Financial Officer of the County, or either of them, are hereby
39 authorized to execute on behalf of the County a Non-Arbitrage Certificate and Tax Covenants to
40 assure the owners of the Notes and McGuireWoods LLP, Note Counsel, that the interest on the

1 Notes will remain excludable from gross income for federal income tax purposes and that the
2 proceeds of the Notes will not be used in a manner which would result in the Notes being “arbitrage
3 bonds” within the meaning of Section 148 of the Code.

4 **Section 13. General Authority.** From and after the date of adoption of this Note
5 Resolution, any member of the Board of Commissioners and the proper officers and employees of
6 the County are hereby authorized to do such acts and things, and to execute and deliver all such
7 certificates or agreements as may be necessary or desirable in connection with the issuance of the
8 Notes, consistent with the authorizations in this Note Resolution. All actions of the Board of
9 Commissioners, officers, employees or agents of the County taken in connection therewith,
10 including the actions taken pursuant to the Initial Note Resolution, prior to the date hereof are
11 hereby ratified and confirmed.

12 **Section 14. Global Form; Securities Depository; Ownership of Notes.**

13 (a) Upon the initial issuance of the Notes, the ownership of each Note shall be
14 registered in the name of the Securities Depository or the Securities Depository Nominee, and
15 ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the
16 account of the Agent Members thereof. Initially, each Note shall be registered in the name of Cede
17 & Co., as the nominee of The Depository Trust Company. Beneficial Owners will not receive
18 Notes from the Note Registrar evidencing their ownership interests. Except as provided in
19 subsection (c) of this Section 14, the Notes may be transferred, in whole but not in part, only to
20 the Securities Depository or the Securities Depository Nominee, or to a successor Securities
21 Depository selected or approved by the County or to a nominee of such successor Securities
22 Depository.

23 (b) With respect to Notes registered in the name of the Securities Depository or
24 the Securities Depository Nominee, the County, the Paying Agent, the Note Registrar, or the
25 Authentication Agent shall have no responsibility or obligation to any Agent Member or Beneficial
26 Owner. Without limiting the foregoing, neither the County, the Paying Agent, the Note Registrar,
27 the Authentication Agent, nor their respective affiliates, shall have any responsibility or obligation
28 with respect to:

29 (i) the accuracy of the records of the Securities Depository, the Securities
30 Depository Nominee or any Agent Member with respect to any beneficial ownership
31 interest in the Notes;

32 (ii) the delivery to any Agent Member, any Beneficial Owner or any other
33 person, other than the Securities Depository or the Securities Depository Nominee, of any
34 notice with respect to the Notes; or

35 (iii) the payment to any Agent Member, any Beneficial Owner or any other
36 person, other than the Securities Depository or the Securities Depository Nominee, of any
37 amount with respect to the principal or interest on the Notes.

38 So long as the Notes are registered in Book-Entry Form, the County, the Paying
39 Agent, the Note Registrar, and the Authentication Agent, may treat the Securities Depository as,

1 and deem the Securities Depository to be, the absolute owner of such Notes for all purposes
2 whatsoever, including without limitation:

- 3 (i) the payment of principal of and interest on such Notes;
- 4 (ii) giving notices of redemption (if applicable) and other matters with respect
5 to such Notes;
- 6 (iii) registering transfers with respect to such Notes; and
- 7 (iv) the selection of Notes (if applicable) for redemption.

8 So long as the Notes are registered in Book-Entry Form, the Paying Agent shall pay
9 all principal of and interest on the Notes only to the Securities Depository or the Securities
10 Depository Nominee as shown in the note register, and all such payments shall be valid and
11 effective to fully discharge the County's obligations with respect to payment of principal of and
12 interest on the Notes to the extent so paid.

13 (c) If at any time (i) the County determines that the Securities Depository is
14 incapable of discharging its responsibilities described herein, (ii) the Securities Depository notifies
15 the County that it is unwilling or unable to continue as Securities Depository with respect to the
16 Notes, or (iii) the Securities Depository shall no longer be registered or in good standing under the
17 Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities
18 Depository is not appointed by the County within 90 days after the County receives notice or
19 becomes aware of such condition, as the case may be, then this Section 14 shall no longer be
20 applicable, and the County shall execute and the Authentication Agent shall authenticate and
21 deliver notes representing the Notes to the owners of the Notes. Notes issued pursuant to this
22 subsection (c) shall be registered in such names and authorized denominations as the Securities
23 Depository, pursuant to instructions from the Agent Member or otherwise, shall instruct the Note
24 Registrar. Upon exchange, the Note Registrar shall deliver such notes representing the Notes to
25 the persons in whose names such Notes are so registered on the business day immediately
26 preceding the date of such exchange.

27 (d) For purposes of this Note Resolution, the following terms shall have the
28 meanings set forth below:

29 "Agent Member" means a member of, or participant in, the Securities Depository.

30 "Beneficial Owner" means the owners of a beneficial interest in the Notes
31 registered in Book-Entry Form.

32 "Book-Entry Form" or "Book-Entry System" means, with respect to the Notes, a
33 form or system, as applicable, under which (i) the ownership of beneficial interests in the Notes
34 may be transferred only through book-entry and (ii) physical Notes in fully registered form are
35 registered only in the name of a Securities Depository or its nominee as holder, with physical Notes
36 in the custody of a Securities Depository.

1 “Securities Depository” means any securities depository that is a “clearing
2 corporation” within the meaning of the New York Uniform Commercial Code and a “clearing
3 agency” registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934,
4 operating and maintaining, with its participants or otherwise, a Book-Entry System to record
5 ownership of beneficial interest in bonds or notes and bond or note service charges, and to effect
6 transfers of bonds or notes in Book-Entry Form, and means, initially, The Depository Trust
7 Company (a limited purpose trust company).

8 “Securities Depository Nominee” means any nominee of a Securities Depository
9 and shall initially mean Cede and Co., New York, New York, as nominee of The Depository Trust
10 Company.

11 **Section 15. Sale of Notes.** The sale of the Notes to [_____] (the
12 “Purchaser”) for a price of [\$____,____,____] (par, [plus a premium] [less a discount] of
13 [\$____,____,____], less underwriter’s discount of [\$_____] at a rate of [____%], which results in
14 an arbitrage yield of [____%], a true interest cost (TIC) of [____%] and total interest of
15 [\$____,____,____] is hereby authorized.

16 **Section 16. Tax Levy for Payment of Note.** For the purpose of providing funds
17 for the payment of the principal of and interest on the Notes, there shall be and hereby is assessed
18 and levied and there shall hereafter be collected a direct tax upon all real and personal property
19 now or hereafter subject to taxation within the corporate limits of Fulton County, Georgia, the net
20 proceeds of which will be in a sufficient amount to produce such sums as are required to pay the
21 principal and interest thereon. Said sums are irrevocably pledged and appropriated to the payment
22 of the principal and interest, when due on the Notes, and the provisions to meet the requirements
23 of this Note Resolution shall hereafter be made in due time and manner so that the Notes, including
24 both principal and interest, shall be fully paid at maturity.

25 **Section 17. Post Issuance Tax Compliance.** The County has in place Post-
26 Issuance Tax Compliance Policies and Procedures as required by the Internal Revenue Service in
27 connection with filing Form 8038-G for the Notes and other tax-exempt obligations of the County.

28 **Section 18. Custody and Application of Proceeds of Notes.** Upon the issuance
29 and delivery of the Notes, the Paying Agent is hereby authorized and directed to pay the costs of
30 preparing the Notes, including the fees and expenses of the Financial Advisor, Note Counsel,
31 Disclosure Counsel and expenses of printing and posting the Notice of Sale, the Preliminary
32 Official Statement and the Official Statement (each as defined herein) and obtaining a CUSIP
33 Number, if required, and all other customary costs of issuance of the Notes in an amount approved
34 by the Chief Financial Officer. The balance of the proceeds of the sale of the Notes shall be
35 deposited in the operating account of the County to be applied toward the payment of its current
36 expenses in calendar year 2026.

37 **Section 19. Approval and Ratification of Certain Documents and Actions.**
38 The actions of the Chief Financial Officer, the financial advisor to the County, and the other
39 officers, employees and agents of the County, in causing information with respect to the Notes to
40 be distributed to potential investors, including the use of the Notice of Sale, dated [April __, 2026]
41 (the “Notice of Sale”) and the Preliminary Official Statement, dated [April __, 2026] and any

1 supplements thereto (the “**Preliminary Official Statement**”), which is attached hereto as Exhibit
2 B, are hereby authorized, ratified and confirmed.

3 **Section 20. Rule 15c2-12 Certificate.** The Chief Financial Officer is hereby
4 authorized to execute and deliver a certificate “deeming final” the Preliminary Official Statement
5 on behalf of the County in accordance with Rule 15c2-12 promulgated by the U.S. Securities and
6 Exchange Commission under the Securities and Exchange Act of 1934, as amended.

7 **Section 21. Continuing Disclosure Undertaking.** The Chief Financial Officer
8 is hereby authorized to execute and deliver a Continuing Disclosure Certificate in substantially
9 similar form as attached hereto as Exhibit C, with such changes, filling of blanks and other
10 modifications as the Chief Financial Officer, after consultation with the County Attorney and
11 Disclosure Counsel, shall deem necessary or appropriate. Notwithstanding anything contained in
12 this Note Resolution or the Continuing Disclosure Certificate to the contrary, the continuing
13 disclosure undertaking set forth in the Continuing Disclosure Certificate is for the benefit of the
14 holders of the Notes (the “**Noteholders**”). Unless otherwise required by law, no Noteholder shall
15 be entitled to damages resulting from the County’s noncompliance with its continuing disclosure
16 undertaking; however, Noteholders may take action to require performance of such obligation by
17 any judicial proceeding available. Breach of the continuing disclosure undertaking of the County
18 does not constitute an event of default under this Note Resolution or the Notes, and any rights and
19 remedies provided in this Note Resolution or in the Notes, in the event of default, are not applicable
20 to a breach of the continuing disclosure undertaking of the County as set forth in such Continuing
21 Disclosure Certificate.

22 **Section 22. Delivery of Final Official Statement.** The Chairman of the Board
23 of Commissioners is authorized to execute and deliver to the purchasers of the Notes a final
24 Official Statement and any supplements thereto (the “**Official Statement**”) in substantially the
25 form of the Preliminary Official Statement, subject to such changes and modifications as may be
26 necessary to conform to the provisions of this Note Resolution and SEC Rule 15c2-12.

27 **Section 23. Effective Date.** This Note Resolution shall be in full force and effect
28 immediately upon its adoption.

29 **Section 24. Severability of Invalid Provisions.** If any one or more of the
30 covenants, agreements or provisions herein contained shall be held contrary to any express
31 provision of law or contrary to the policy of express law, though not expressly prohibited, or
32 against public policy, or shall for any reason whatsoever be held invalid, then such covenants,
33 agreements or provisions shall be null and void and shall be deemed separable from the remaining
34 covenants, agreements and provisions and shall in no way affect the validity of any of the other
35 agreements and provisions hereof.

36
37 **Section 25. Counterparts; Electronic Signatures.** The Chairman of the Board
38 of Commissioners, the Chief Financial Officer or such other duly authorized representative of the
39 County are hereby authorized to execute the Official Statement, the Paying Agent and Note
40 Registrar Agreement and any and all other documents and certificates related thereto, by means of
41 electronic or digital signature, including an emailed PDF of a digitized image of the actual
42 signature page or by other electronic means provided that such other means utilize electronic

1 signature software that has the capability to audit or authenticate the signature, and such electronic
2 pages shall constitute an original signature and shall be of the same legal effect, validity or
3 enforceability as a manually executed, physically delivered or paper-based signature, as the case
4 may be, and it is further found and determined that such electronic signatures are expressly
5 permitted under the Uniform Electronic Transactions Act (O.C.G.A. § 10-12-1, et seq.).
6

7 **Section 26. Conflicts.** All resolutions or parts thereof of the County in conflict
8 with the provisions herein contained are, to the extent of such conflict, hereby amended,
9 superseded and repealed, but solely as and to the extent of any such conflict.
10

11
12 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Adopted and approved this ____ day of May, 2026.

Approved:

[SEAL]

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

ATTEST:

Tonya R. Grier, Clerk to the Commission
Board of Commissioners of Fulton County, Georgia

Approved as to Form:

Y. Soo Jo, Esq.
County Attorney

CLERK'S CERTIFICATE

I, Tonya R. Grier, Clerk to the Commission of the Board of Commissioners of Fulton County, Georgia, DO HEREBY CERTIFY that the foregoing pages of typewritten material constitute a true and correct copy of a resolution duly adopted by the Board of Commissioners of Fulton County at a duly called and constituted meeting of said Board held on May __, 2026, which meeting was open to the public and at which a quorum was present and acting throughout, that all notices of such meeting required by any open meetings law to be given were duly given, 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.

I further certify that said resolution has not been amended, modified or repealed.

WITNESS my official signature and the corporate seal of Fulton County, Georgia as of the __ day of _____, 2026.

[SEAL]

Tonya R. Grier, Clerk to the Commission
Board of Commissioners of Fulton County,
Georgia

EXHIBIT A
FORM OF THE NOTES
UNITED STATES OF AMERICA
STATE OF GEORGIA
FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2026

Number R-__

<u>Maturity Date</u> December 30, 2026	<u>Date of Original Issue</u> May __, 2026	<u>CUSIP</u> []
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Principal Amount: _____ DOLLARS and ___/100 CENTS
(\$_____)

Registered Owner: CEDE & CO.

KNOW ALL MEN BY THESE PRESENTS: FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “**County**”), for value received, hereby promises to pay the principal amount set forth above, together with interest thereon at the rate of ___% per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months), in immediately available funds, on the Maturity Date set forth above, to the Registered Owner hereof.

Both principal hereof and interest hereon are payable by wire transfer by U.S. Bank Trust Company, National Association, as paying agent, note registrar and authenticating agent (the “**Paying Agent**”), to the person who is the registered owner hereof as of December 30, 2026, upon surrender hereof. Both principal hereof and interest hereon are payable in lawful money of the United States of America. Notwithstanding the foregoing, so long as this Note is registered in the name of the Securities Depository or the Securities Depository Nominee, payment of principal of, redemption premium (if any) and interest on this Note shall be made by wire transfer to the Securities Depository as described more fully below. The County also promises to pay any and all amounts owed by the County as arbitrage rebate pursuant to Section 148 of the Internal Revenue Code of 1986, as amended and any amounts expended by any owner of this Note in connection with the collection of amounts owed hereunder, including, but not limited to attorney fees.

This Note is one of a series of tax anticipation notes in the aggregate principal amount of \$325,000,000 authorized by an initial resolution duly adopted by the Board of Commissioners of Fulton County, Georgia (the “**Board of Commissioners**”) on March 18, 2026 (the “**Initial Resolution**”), as supplemented by a Supplemental Pricing Resolution duly adopted

by the Board of Commissioners on May ____, 2026 (the “**Supplemental Pricing Resolution**” and, together with the Initial Resolution, the “**Resolution**”), in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 and Section 36-80-2 of the Official Code of Georgia Annotated, for the purpose of making a temporary loan to pay current expenses of the County in calendar year 2026.

This Note is issued in anticipation of the receipt of taxes levied or to be levied for the General Fund in calendar year 2026. The principal amount of this Note together with all other temporary loans, notes, warrants or similar obligations does not exceed 75% of the total gross income from taxes collected by the County in calendar year 2025 and the aggregate principal amount of the Notes, together with other contracts, notes, warrants and obligations of the County does not exceed the total anticipated tax revenues of the County for the General Fund for calendar year 2026. No temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2025 or any prior calendar year remains unpaid as of the date hereof.

The Notes are being issued by means of a Book-Entry System, with actual Notes immobilized at The Depository Trust Company, New York, New York, or its successor as Securities Depository, evidencing ownership of the Notes in principal amounts of \$5,000 and any integral multiple of \$5,000 in excess thereof, and with transfers of Beneficial Ownership effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository. Actual Notes are not available for distribution to the Beneficial Owners, except under the limited circumstances set forth in the Resolution. The principal and interest on the Notes are payable by the Paying Agent to Cede & Co., as nominee of the Securities Depository. Transfer of principal of and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal and interest to Beneficial Owners by participants of the Securities Depository will be the responsibility of such participants and other nominees of Beneficial Owners. The County and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by, the Securities Depository, its participants or persons acting through such participants.

This Note is not subject to redemption prior to maturity.

If the Notes are no longer registered to a Securities Depository, this Note may be registered as transferred by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, but only in the manner, subject to the limitations specified in the Resolution, and upon surrender and cancellation of this Note. Upon such registration of transfer, a new note or notes of the same aggregate principal amount and tenor and of any authorized denomination or denominations will be issued to the transferee in exchange therefor.

If the Notes are no longer registered to a Securities Depository, this Note may be exchanged for an equal aggregate principal amount of Notes of the same aggregate principal amount and tenor of any authorized denomination or denominations, in the manner and subject to the conditions provided in the Resolution. No service charge shall be made for any registration of transfer or exchange hereinbefore referred to, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge as a condition precedent to the exercise of such privilege.

The person in whose name this Note is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered owner shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Georgia to be done precedent to or as a condition to the issuance of this Note have been properly done, have happened and have been performed in the manner required by the Constitution and laws of the State of Georgia; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the County will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest hereon; and that this Note, together with all other indebtedness of the County, is within every debt or other limit provided by the Constitution and laws of the State of Georgia.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Resolution.

IN WITNESS WHEREOF, the County acting by and through the Board of Commissioners, has caused this Note to be executed in its corporate name by the manual or facsimile signature of the Chairman of the Board of Commissioners, and attested by the manual or facsimile signature of the Clerk of the Board of Commissioners and the corporate seal of the County to be impressed or imprinted hereon, all as of the date of original issue as shown above.

FULTON COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
Fulton County, Georgia

(SEAL)

ATTEST

Clerk, Board of Commissioners
Fulton County, Georgia

CERTIFICATE OF AUTHENTICATION

This is one of the Notes described in the within mentioned Initial Resolution adopted on March 18, 2026 and Supplemental Pricing Resolution adopted on May ____, 2026, and is hereby authenticated.

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**

By: _____

Name:

Title:

Date of Authentication: May ____, 2026

* * * * *

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

the within Note of Fulton County, Georgia and does hereby constitute and appoint _____ attorney to transfer the said Note on the books of the Note Registrar, with full power of substitution in the premise.

Date:

In the presence of: _____
Noteholder

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

* * * * *

EXHIBIT B

PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C

FORM OF CONTINUING DISCLOSURE CERTIFICATE