

**EXHIBIT A**

**FORM OF NOTE**

**[ATTACHED]**

**UNITED STATES OF AMERICA**  
**STATE OF GEORGIA**  
**FULTON COUNTY, GEORGIA**  
**GENERAL FUND TAX ANTICIPATION NOTES,**  
**SERIES 2025**

**Number R-1**

**Maturity Date**

[\_\_\_\_\_]

**Date of Original Issue**

[\_\_\_\_, \_\_, 2025]

**CUSIP**

[\_\_\_\_\_]

**Principal Amount: [TWO HUNDRED TWENTY-FIVE MILLION DOLLARS AND NO/100 CENTS (\$275,000,000)]**

**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 the 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 [\_\_\_\_, \_\_, 2025], upon surrender hereof. Both principal hereof and interest 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, 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 \$275,000,000 authorized by resolutions (the “**Resolution**”) duly adopted by the Board of Commissioners of Fulton County, Georgia (the “**Board of Commissioners**”) on March 5, 2025, in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia 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 2025.

This Note is issued in anticipation of the receipt of taxes levied or to be levied for the General Fund in calendar year 2025. The principal amount of this Note together with

all other temporary loans, notes, warrants or similar obligations does not exceed 75% of the total revenues from taxes collected for the General Fund by the County in calendar year 2024 and does not exceed, together with other contracts, notes, warrants and obligations of the County for calendar year 2025 payable from the General Fund, the total anticipated revenues from taxes of the County for the General Fund for calendar year 2025. No temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2024 or any prior calendar year remains unpaid.

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 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 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 prepayment 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 City 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 signature of the Chairman of the Board of Commissioners, and attested by the manual 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 authorizing resolution of Fulton County, Georgia adopted on [\_\_\_\_ \_\_, **2025**], and is hereby authenticated.

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Note Registrar**

By: \_\_\_\_\_  
Authorized Signatory

Date of Authentication: [\_\_\_\_ \_\_, **2025**]

\* \* \* \* \*

**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.

\* \* \* \* \*