

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "Modification") dated September 1, 2016, by and between WALTON COUNTY WATER AND SEWERAGE AUTHORITY, Georgia, a Georgia public body corporate and politic (the "Borrower"), and the Georgia Environmental Finance Authority, a Georgia public corporation (the "Lender").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated FEBRUARY 25, 2013, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated JANUARY 18, 2013, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. Amendments of Note. Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the second paragraph of the Note is hereby amended and restated as follows:

"The unpaid principal balance of this Note shall not bear any interest until the earlier of (1) the Completion Date of the Project or (2) August 1, 2019. Thereafter, the unpaid principal balance of this Note shall bear simple interest at a rate per annum equal to **ONE PERCENT (1%)**, calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter."

2. Amendments of Loan Agreement. Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, page 3 of 3 of Exhibit A is amended and restated to read as written in the attached Exhibit A.

3. No Other Waivers or Amendments. Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

4. Representations and Warranties. To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

5. Conditions Precedent to Effectiveness of this Modification. The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

6. Counterparts. This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof

WALTON COUNTY WATER AND SEWERAGE AUTHORITY

Approved as to form:

By: Charles M. Furgerson Jr.
Borrower's Attorney

Signature: Brag Johnson
Print Name: BRAG JOHNSON
Title: CHAIRMAN NCWSA



(SEAL)

Attest Signature: Shirley Huff
Print Name: Shirley Huff
Title: Secretary

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Signature: Kevin Clark
Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: WALTON COUNTY WATER AND SEWERAGE AUTHORITY

Loan Number: WS12L21WR

ACTION	DATE
Complete Project Planning	2008
Initiated Design	2008
Plans and Specs Submitted to EPD	2009
Bid Opening (first component)	November 2012
Notice of Award (first component)	December 2012
Notice to proceed with construction (first component)	February 2013
Initiation of construction (first component)	February 2013
Completion of construction (final component)	July 31, 2019

ATTORNEYS AT LAW
118 COURT STREET
MONROE, GA 30655

August 22, 2016

Georgia Environmental Finance Authority
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Ladies and Gentlemen:

A legal opinion from Atkinson & Cullen, LLC was delivered to you, dated January 18, 2013 (the "Closing Opinion), relating to the Loan Agreement (the "Loan Agreement"), dated February 25, 2013 between WALTON COUNTY WATER AND SEWERAGE AUTHORITY (the "Borrower") and the Georgia Environmental Finance Authority (the "Lender"), and the Promissory Note (the "Note"), dated January 18, 2013, of the Borrower. As counsel for the Borrower, I have examined the original of the Modification of Promissory Note and Loan Agreement (the "Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

ATKINSON FERGUSON, LLC



Charles M. Ferguson, Jr.

RESOLUTION OF GOVERNING BODY

Recipient: Walton County Water and Sewerage Authority

Loan Number: WS12L21WR

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 17th day of May, 2016, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed \$20,000,000 from the Georgia Environmental Finance Authority (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated February 25, 2013, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated January 18, 2013, of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Note and the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.


Brad Johnson, Chairman


Shirlene Huff, Secretary

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: August 22, 2016


Shirlene Huff, Secretary

(SEAL)

