

- (i) The County is a political subdivision duly created and organized under the constitution of the State of Georgia;
- (ii) The governing authority of the County is duly authorized to execute, deliver, and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 4th day of November, 2025, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be reimposed on all sales and uses within the special district of Lowndes County for a period of six years to raise an estimated \$230,000,000 to be used for funding the projects specified in Exhibit A attached hereto.

B. Each Municipality makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;
- (ii) The governing authority of the Municipality is duly authorized to execute, deliver, and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of the Municipality;
- (iv) The Municipality is a qualified municipality as defined in OCGA § 48-8-110(4); and
- (v) The Municipality is located entirely within the geographic boundaries of the special tax district created in the County.