

hereby certifies to the Underwriter that the Preliminary Official Statement (other than information in the sections labeled “INTRODUCTION – The Issuer”; “THE ISSUER” and “MISCELLANEOUS”), as of its date, was designated as a “deemed final” Preliminary Official Statement as of its date as required by Rule 15c2-12 (the “Rule”) of the Securities Exchange Act of 1934, as amended the “1934 Act”). The Authority hereby certifies to the Underwriter that the information in the Preliminary Official Statement in the section labeled “THE ISSUER,” as of the date of the Preliminary Official Statement, was “deemed final” in accordance with the Rule. As such, the Preliminary Official Statement, as of its date, was final except for information concerning the offering prices, aggregate principal amount, principal amounts per maturity, interest rates, ratings, selling compensation, delivery date and other matters related to the offering prices. Each of the Authority and the County hereby agrees to furnish the Underwriter with a final Official Statement (the “Official Statement”), dated the date hereof and substantially in the form of the Preliminary Official Statement, with only such changes therein or modifications thereof (including, without limitation, any changes in or modifications of any of the appendices thereto) as shall have been accepted and approved by the Underwriter in its discretion, within seven business days of the date hereof (but no later than the date of Closing) and in time to accompany any confirmation that requests payment from any customer, and in sufficient quantity to comply with the Rule and the rules of the Municipal Securities Rulemaking Board (the “MSRB”). The preparation, use and distribution of the Preliminary Official Statement and the Official Statement are hereby authorized and approved by the Authority and the County. Each of the Authority and the County hereby authorizes the use of copies of the Official Statement and other pertinent documents in connection with the offering and sale of the Bonds. The Underwriter hereby agrees not to distribute or make any use of any official statement relating to the Bonds other than the Official Statement.

6. Representations and Warranties of the Authority. The Authority hereby represents and warrants to and covenants with the Underwriter and the County as follows:

(a) The Authority is, and at the date of Closing will be, a public body corporate and politic duly created, organized and validly existing under the Constitution and laws of the State of Georgia, including an Amendment to the Constitution of the State of Georgia, Ga. Laws 1960, p. 1359 et seq., as supplemented by an Act of the Georgia General Assembly, Ga. Laws 1960, p. 2786 et seq. and as continued by an Act of the Georgia General Assembly, Ga. Laws 1985, p. 3710, et seq., as amended (collectively, the “Act).

(b) The Authority is authorized under the laws of the State of Georgia, including the Revenue Bond Law (O.C.G.A. Section 36-82-60 *et seq.*, as amended) and the Act, (i) to finance the Projects, (ii) to adopt the Resolution, (iii) to pledge the revenues realized by the Authority under the Contract to secure the payment of the Bonds, (iv) to issue, execute, deliver and perform its obligations under the Bonds for the purposes described in Section 3 hereof, (v) to execute, deliver and perform its obligations under this Purchase Agreement and the Disclosure Certificate, (collectively, the “Authority Documents”), (vi) to execute and deliver the Official Statement, and (vii) to carry out and consummate all of the transactions contemplated on its part hereby and by the aforementioned documents. Items (ii) through (vii) above are collectively referred to herein as the “Transactions.”