

(c) The Authority has duly adopted and authorized all actions required to be taken by it in connection with the Transactions.

(d) The Authority Documents, when executed and delivered, will constitute valid and legally binding obligations of the Authority, enforceable in accordance with their respective terms. The Contract creates a lien in favor of the Authority on any and all revenues realized by the County from such tax, to make the payments that are required under the Contract, which lien is superior to any that can hereafter be made; provided, however, the County has created a lien on parity with the lien created under the Contract in connection with the Authority's Economic Development Taxable Revenue Bonds, Series 2019 Bonds and may create a lien on a parity with the lien created herein in connection with the issuance of Additional Bonds (as defined in the Contract). Except for the aforementioned lien, the Authority has not created any other lien related to the Contract. The Bonds will not constitute a general obligation of the State of Georgia, the Authority, the County or any political subdivision of the State of Georgia within the meaning of any constitutional or statutory limitation upon indebtedness. However, the County's taxing power, subject to the Tax Funding Limit, has been pledged to the payment of the Contract Payments.

(e) The Authority will apply the proceeds from the sale of the Bonds as specified in Section 3 hereof.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from (A) issuing the Bonds, or (B) functioning; (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices; or (iii) wherein an unfavorable decision, ruling or finding would adversely affect (A) the powers of the Authority, (B) validity or enforceability of the Bonds, the Authority Documents or any other agreement or instrument to which the Authority is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Authority Documents and the Official Statement, (C) security for the Bonds, or (D) the Transactions.

(g) The adoption and performance of the Resolution and the Transactions will not conflict with or constitute on the part of the Authority a violation of, breach of or default under (i) the Act, its by-laws or any other organizing document, (ii) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the Authority is a party or by which the Authority is bound or (iii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Authority or any of its properties.

(h) All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Authority in connection with the execution and delivery of the Authority Documents and the Official Statement, and