

the consummation of the transactions contemplated on its part hereby and by the aforementioned documents, have been duly obtained and remain in full force and effect, except for those items which are not required as of the date hereof, and except that no representation is made as to compliance with any applicable state securities or "Blue Sky" laws.

(i) The Authority agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under securities or "blue sky" laws of such jurisdictions of the United States of America as the Underwriter may request.

(j) The information contained in the Preliminary Official Statement was, and such information contained in the Official Statement will be, at all times subsequent hereto to and including the date of the Closing, true and correct in all material respects and does not contain and, at all such times, will not contain any untrue statement of material fact and does not omit, at all such times, will not omit, to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(k) Neither the Authority nor anyone acting on its behalf has, directly or indirectly, offered the Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Underwriter.

(l) Neither the Securities and Exchange Commission nor any state securities commission has issued, or to the best of the Authority's knowledge, threatened to issue, any order preventing or suspending the use of the Preliminary Official Statement or the Official Statement.

(m) Any certificate signed by an authorized officer of the Authority delivered to the Underwriter shall be deemed a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(n) To the best of the Authority's knowledge, the Authority has not defaulted in the payment of principal or interest on any of its bonds, notes or other securities.

7. Representations and Warranties of the County. In order to induce the Underwriter to enter into this Purchase Agreement, the County represents and warrants to the Underwriter and the Authority as follows:

(a) The County is, and at the date of Closing will be, a political subdivision of the State of Georgia duly created, organized and validly existing under the Constitution and laws of the State of Georgia.

(b) The County is authorized under the laws of the State of Georgia (i) to execute, deliver and perform its obligations under this Purchase Agreement, the Contract and the Disclosure Certificate (collectively, the "County Documents"), (ii) to execute and