

deliver the Official Statement, and (iii) to carry out and consummate all of the transactions contemplated on its part hereby and by the aforementioned documents.

(c) Other than information in the sections labeled "INTRODUCTION – The Issuer," "THE ISSUER" and "MISCELLANEOUS," the Preliminary Official Statement was, and the Official Statement will be, correct and complete in all material respects and does not, and will not, contain any untrue statement of a material fact or omit to state any material fact which should be included therein for the purpose for which the document was, and is to be, used, or which was, or is, necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. The County has reviewed the Preliminary Official Statement and consents to its use by the Underwriter to offer and sell the Bonds.

(d) On or before the date of the Closing referred to in Section 1 hereof, the County will have duly authorized all actions required to be taken by it for (i) the execution, delivery and due performance of the County Documents, (ii) the execution and delivery of the Official Statement, and (iii) the execution, delivery and due performance of any and all other agreements and documents as may be required to be executed, delivered or performed by the County in order to carry out, give effect to and consummate the transactions contemplated on its part hereby and by each of the aforementioned documents.

(e) The County Documents, when executed and delivered, will constitute valid and legally binding obligations of the County, enforceable in accordance with their respective terms (subject to usual principles of equity and to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect). The Bonds will not constitute a general obligation of the State of Georgia, the County, the Authority or any political subdivision of the State of Georgia within the meaning of any constitutional or statutory limitation upon indebtedness. However, the County has covenanted and agreed that it will cause to be levied, to the extent necessary, an ad valorem property tax, subject to the Tax Funding Limit, on all property located within the boundaries of the County, subject to such tax, as may be necessary to make the payments to the Authority for its services as called for by the Contract.

(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 County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the County from functioning or contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would adversely affect (A) the financial position of the County or the security for the Bonds, (B) the powers of the County or the validity or enforceability of the Bonds, the County Documents or any agreement or instrument to which the County is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby or by the aforementioned documents, or (C) the transactions contemplated hereby or by the aforementioned documents.