

(n) The Authority and the County shall deliver a final Official Statement within the time period and in adequate format to comply with the Rule and the rules of the MSRB, and the County shall deliver a continuing disclosure undertaking complying with the requirements set forth in the Rule.

8. Closing. At 10:00 a.m., Atlanta, Georgia time, on June ___, 2026 (the “Closing”), or at such other time or at such other date as shall have been mutually agreed upon by the Authority, the County and the Underwriter, the Authority will deliver, or cause to be delivered, to or upon the order of the Underwriter the Bonds, and the Underwriter will pay the purchase price of the Bonds. Payment for the Bonds shall be made in immediately available funds by check or by bank wire transfer payable to the order of the Authority (or as otherwise directed by the Authority prior to Closing). If the Authority fails to deliver the Bonds to the Underwriter as provided herein, or if, at the Closing, any of the conditions specified in Section 9 hereof shall not have been fulfilled to the satisfaction of the Underwriter, the Underwriter may elect to be relieved of any further obligations under this Purchase Agreement without thereby waiving any other rights the Underwriter may have under this Purchase Agreement.

The Closing shall be held at the offices of Pope Flynn, LLC (“Bond Counsel”), 336 Hill Street, Athens, Georgia 30601, except that physical delivery of the Bonds shall be made to, or for the account of, The Depository Trust Company (“DTC”). The Bonds shall be issued in book-entry form. Each maturity of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC.

9. Conditions to Closing. The Underwriter’s obligation hereunder shall be subject to (i) the performance by the Authority and the County of their respective obligations to be performed hereunder at and prior to the Closing or such earlier time as may be specified herein; (ii) the accuracy of the respective representations and warranties of the Authority and the County contained herein as of the date hereof and as of the time of the Closing, as if made at and as of the time of the Closing; and (iii) the following condition, including the respective delivery by the Authority of the County of such documents as are contemplated hereby in form and substance satisfactory to the Underwriter:

(a) At the time of Closing (i) the Resolution shall be in full force and effect and shall not have been amended, modified, repealed or supplemented, except as may have been agreed to in writing by the Underwriter; (ii) the Authority and the County shall have duly adopted and there shall be in full force and effect resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and (iii) the Bonds shall have been duly confirmed and validated by judgement of the Superior Court of Lowndes County, and no such appeal shall be pending with respect to such decree.

(b) At or prior to Closing, the Underwriter shall have received the following documents:

(i) An opinion of Bond Counsel to the Authority and the County, dated the date of Closing and in substantially the form attached to the Preliminary Official