

Statement as Appendix D.

(ii) A supplemental opinion of Bond Counsel, dated the date of Closing, in substantially the form set forth in Exhibit A hereto.

(iii) An opinion of Pope Flynn, LLC, as disclosure counsel, in substantially the form set forth in Exhibit B hereto.

(iv) An opinion of Elliott Blackburn PC, Valdosta, Georgia, counsel to the County, dated the date of Closing and addressed to the Underwriter in the form and substance satisfactory to the Underwriter, in substantially the form set forth in Exhibit C hereto.

(v) An opinion of Coleman Talley, LLP, Valdosta, Georgia, counsel to the Authority, dated the date of the Closing, addressed to the Underwriter and in the form and substance satisfactory to the Underwriter, in substantially the form set forth in Exhibit D hereto.

(vi) The Underwriter shall have received a certificate of the Authority, dated the date of Closing, signed by the Chairman of the Authority, to the effect that:

(a) The Authority has duly performed and satisfied or complied with all of its obligations and conditions to be performed and satisfied hereunder at or prior to the Closing, and each of its representations and warranties contained herein has not been amended, modified, or rescinded and is in full force and effect and is true and correct in all material respects as of the Closing; and

(b) Since the date hereof, there has not been any material adverse change in the business, properties, financial position or results of operations of the Authority, whether or not arising from transactions in the ordinary course of business, other than as previously disclosed in writing to the Underwriter and as disclosed in the Official Statement, and, except in the ordinary course of business, the Authority has not suffered or incurred any material liability, other than as previously disclosed in writing to the Underwriter and as disclosed in the Official Statement.

(vii) The Underwriter shall have received a certificate of the County, dated the date of Closing, signed by the Chairman of the Board of Commissioners Lowndes County, Georgia, to the effect that:

(a) The County has duly performed and satisfied or complied with all of its obligations and conditions to be performed and satisfied hereunder at or prior to the Closing, and each of its representations and warranties contained herein has not been amended, modified, or rescinded and is in full force and effect and is true and correct in all material respects as of the