

its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026B Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2026B Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026B Bonds.

(f) The Underwriter acknowledges that sales of any Series 2026B Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2026B Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026B Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026B Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026B Bonds to the public); and

(iii) a purchaser of any of the Series 2026B Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

15. Cost of Issuance. The Cost of Issuance are the Authority’s expenses and shall be paid from the proceeds of the Bonds. A portion of the proceeds of the Bonds estimated to equal the costs of issuance shall be deposited into a fund held by Regions Bank, Atlanta, Georgia, as Costs of Issuance Fund Custodian, and used to pay costs of issuance as directed by the Authority. Costs of issuance shall mean all costs of issuing and selling the Bonds, including, but not limited to, the following: (i) the costs of the preparation, reproduction, printing, distribution, mailing, execution, delivery, filing and recording, as the case may be, of this Purchase Agreement, the Bond Resolution, the Preliminary Official Statement, the Official Statement, the Blue Sky Memoranda (if any) and all other agreements and documents required in connection with the consummation of the transactions contemplated hereby and by the aforementioned documents; (ii) the costs of the