

preparation, engraving, printing, execution and delivery of the definitive Bonds; (iii) the fees and disbursements of Bond Counsel, counsel for the Underwriter, counsel for the Authority, counsel for the County, any accountants and any other experts and/or agents retained by the Authority or the County; (iv) the fees of the Registrar and the Paying Agent; (v) any fees charged by any rating agency for the proposed and/or received ratings of the Bonds; (vi) bond insurance premiums (if any), (vii) any fees of the Securities Industry and Financial Markets Association in connection with the issuance of the Bonds; (viii) the cost of qualifying the Bonds and determining their eligibility for investment under the law of such jurisdictions as the Underwriter may designate, including filing fees and fees and disbursements of counsel for the Underwriter in connection with such qualification and determination and the preparation of Blue Sky Memoranda (if any); (ix) the cost of obtaining a CUSIP number assignment for the Bonds; (x) the cost of validation of the Bonds; (xi) the costs of preparing and publishing all advertisements (if any) relating to the Bonds upon commencement of the offering of the Bonds; and (xii) expenses (included in the expense component of the underwriter's discount) incurred on behalf of the Authority's or County's employees, directors or agents which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees.

16. No Fiduciary Relationship. Each of the Authority and the County acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction among the Authority, County and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Authority or the County, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Authority or the County with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the Authority or the County on other matters) and the Underwriter has no obligation to the Authority or the County with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Authority and the County, and (v) the Authority and the County have consulted their own legal, financial, and other advisors to the extent it has deemed appropriate. The Authority and the County acknowledge that they have received a copy of the required disclosures by the Underwriter pursuant to MSRB Rule G-17.

17. Successors and Assigns. This Purchase Agreement is made solely for the benefit of the Authority, the County and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements of the Authority and the County shall remain operative and in full force and effect and shall survive delivery of and payment for the Bonds hereunder and regardless of any investigation made by the Underwriter or on its behalf.

18. Notices. Any notice or other communication to be given to the Authority and the County under this Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to: