

**A RESOLUTION OF THE FAYETTE COUNTY BOARD OF COMMISSIONERS
AUTHORIZING, INTER ALIA, THE EXECUTION OF AN
INTERGOVERNMENTAL CONTRACT AND A BOND PURCHASE AGREEMENT
RELATING TO THE ISSUANCE OF THE FAYETTE COUNTY PUBLIC
FACILITIES AUTHORITY'S REVENUE BONDS (FAYETTE COUNTY
PROJECTS), SERIES 2024**

WHEREAS, the Fayette County Public Facilities Authority (the "Authority") was duly created and is validly existing pursuant to an Act of the General Assembly of the State of Georgia entitled the "Fayette County Public Facilities Authority Act" (1978 Ga. L., p. 3377, *et seq.*, as amended) (the "Act"); and

WHEREAS, pursuant to the Act, the Authority has the power to (a) make contracts ... with respect to the use of "projects" (as defined in the Act), including contracts with Fayette County, Georgia (the "County"), (b) construct, erect, acquire, own, repair, remodel, maintain, add to, extend, improve, equip, operate and manage projects and (c) issue revenue bonds pursuant to and in conformity with Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the "Revenue Bond Law" (the "Revenue Bond Law"), for the purpose of paying the costs of any project with the proceeds of revenue bonds issued by the Authority; and

WHEREAS, "project" is defined in the Act as the acquisition construction, equipping, maintenance and operation of buildings and the usual facilities, furnishings, equipment and real and personal property related thereto, and extensions and improvements of such buildings, equipment, facilities and property, the acquisition of the necessary property therefor, both real and personal and the lease and sale of any part of all of such buildings, facilities, furnishings and equipment, including real and personal property, so as to assure the efficient and proper development, maintenance and operation of such facilities and areas deemed by the Authority to be necessary, convenient or desirable and such term shall also be deemed to mean and include the acquisition, construction, equipping, maintenance, and operation of facilities constituting a storm-water management system; and

WHEREAS, the County is a political subdivision of the State of Georgia, legally created and validly existing under the laws of the State of Georgia; and

WHEREAS, Article IX, Section II, Paragraph III(a)(1) of the Georgia Constitution authorizes any county to exercise certain powers and provide certain services, including police protection; and

WHEREAS, paragraph 5 of Chapter 9 of Title 36 of the Official Code of Georgia Annotated provides that it is the duty of county governing authorities to erect or repair, when necessary, their respective courthouses and jails and all other necessary county buildings and to furnish each with all the furniture necessary for the different rooms, offices, or cells; and

WHEREAS, the Revenue Bond Law authorizes the Authority and the County to issue revenue bonds to finance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of any "undertaking," which includes buildings to be used for amusement purposes and systems, plants, works, instrumentalities, and properties used or useful in connection with the collection, treatment, and disposal of storm water, together with all parts of any such undertaking and all appurtenances thereto, including lands, easements, rights in land, water rights, contract rights, franchises, approaches, dams, reservoirs, generating stations, sewage disposal plants, intercepting sewers, trunk connecting and other water and sewer mains, filtration works, pumping stations, and equipment; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority has authorized the issuance of its Revenue Bonds (Fayette County Projects), Series 2024 (the “Bonds”) in an aggregate principal amount of \$[Par Amount] for the purpose of (a) financing the acquisition, construction and equipping of all or a portion of (i) a recreation multi-use facility, (ii) a backup E-911 Center, (iii) Justice Center renovations, and (iv) stormwater improvement projects (collectively, the “Projects”) and (b) paying the costs of issuing the Bonds, pursuant to a resolution of the Authority adopted on January 11, 2024 (the “Resolution”); and

WHEREAS, the Authority and the County propose to enter into an Intergovernmental Contract, dated as of February 1, 2024 (the “Contract”), pursuant to which the Authority will agree to, among other things, issue the Bonds, and the County will agree to, among other things, (a) construct the Project, (b) pay the Authority amounts sufficient to enable the Authority to pay the debt service on the Bonds (the “Contract Payments”) and (c) levy an ad valorem property tax, unlimited as to rate or amount, on all property in the County subject to such tax in order to make such Contract Payments; and

WHEREAS, the Bonds will be secured by a first lien on the Contract, the Contract Payments and the moneys and investments on deposit in the funds created in the Resolution; and

WHEREAS, the County also proposes to ratify the distribution of a Preliminary Official Statement, dated January 4, 2024 (the “Preliminary Official Statement”) and authorize the execution and distribution of an Official Statement, dated January 11, 2024 (the “Official Statement”) related to the Bonds; and

WHEREAS, the Authority, the County and Stifel, Nicolaus & Company, Incorporated, as underwriter (the “Underwriter”), also propose to enter into a Bond Purchase Agreement, dated January 11, 2024 (the “Bond Purchase Agreement”), pursuant to which the Underwriter will buy the Bonds from the Authority and resell them to the purchasers of the Bonds; and

WHEREAS, the County also proposes to execute a Continuing Disclosure Certificate, dated January 11, 2024 (the “Disclosure Certificate”) in order to enable the Underwriter to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the “Rule”); and

WHEREAS, the Authority, the County and U.S. Bank Trust Company, National Association also propose to enter into a Custodial Agreement, dated as of February 1, 2024 (the “Custodial Agreement”); and

WHEREAS, the Authority, the County and U.S. Bank Trust Company, National Association also propose to enter into a Paying Agency Agreement, dated as of February 1, 2024 (the “Paying Agency Agreement”); and

NOW, THEREFORE, BE IT RESOLVED by the FAYETTE COUNTY BOARD OF COMMISSIONERS, as follows:

Section 1. Authorization Financing of the Projects. The financing of the Projects as described above is hereby authorized.

Section 2. Authorization of Bonds. The issuance of the Bonds by the Authority is hereby authorized to the extent necessary.

Section 3. Acknowledgement of Resolution. The County hereby acknowledges the receipt and terms of the Resolution.

Section 4. Authorization of the Contract. The execution, delivery and performance of the Contract are hereby authorized. The Contract shall be executed by the Chairman or Vice Chairman. The Clerk may attest the same and the seal may be impressed thereon. The Contract shall be in substantially the form attached hereto as Exhibit "A," subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Contract shall be conclusive evidence of any such approval. The Contract is by this reference thereto spread upon the minutes.

Section 5. Authorization of the Bond Purchase Agreement. The execution, delivery and performance of the Bond Purchase Agreement are hereby authorized. The Bond Purchase Agreement shall be executed by the Chairman or Vice Chairman. The Clerk may attest the same and the seal may be impressed thereon. The Bond Purchase Agreement shall be in substantially the form attached hereto as Exhibit "B," subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Bond Purchase Agreement shall be conclusive evidence of any such approval. The Bond Purchase Agreement is by this reference thereto spread upon the minutes.

Section 6. Authorization of Official Statements. The distribution of the Preliminary Official Statement is hereby ratified and approved. The execution and delivery of the certificate deeming the Preliminary Official Statement final as required by the Rule is hereby ratified and approved. The execution and distribution of the Official Statement are hereby authorized. The Official Statement shall be executed by the Chairman or Vice Chairman. The Official Statement shall be in substantially the same form as the Preliminary Official Statement presented at this meeting, subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Official Statement shall be conclusive evidence of any such approval.

Section 7. Authorization of Disclosure Certificate. The execution, delivery and performance of the Disclosure Certificate are hereby authorized. The Disclosure Certificate shall be executed by the Chairman or Vice Chairman. The Clerk may attest the same and the seal may be impressed thereon. The Disclosure Certificate shall be in substantially the form attached to the hereto as Exhibit "C," subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Disclosure Certificate shall be conclusive evidence of any such approval. The Disclosure Certificate is by this reference thereto spread upon the minutes.

Section 8. Authorization of Custodial Agreement. The execution, delivery and performance of the Custodial Agreement are hereby authorized. The Custodial Agreement shall be executed by the Chairman or Vice Chairman. The Clerk may attest the same and the seal may be impressed thereon. The Custodial Agreement shall be in substantially the form attached to the hereto as Exhibit "D," subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Custodial Agreement shall be conclusive evidence of any such approval. The Custodial Agreement is by this reference thereto spread upon the minutes.

Section 9. Authorization of Paying Agency Agreement. The execution, delivery and performance of the Paying Agency Agreement are hereby authorized. The Paying Agency Agreement shall be executed by the Chairman or Vice Chairman. The Clerk may attest the same and the seal may be impressed thereon. The Paying Agency Agreement shall be in substantially the form attached to the hereto as Exhibit "E," subject to such changes, insertions and omissions as may be approved by the person executing the same, and the execution of the Paying Agency Agreement shall be conclusive evidence of any such approval. The Paying Agency Agreement is by this reference thereto spread upon the minutes.

Section 10. Validation of Bonds. All actions taken in connection with the validation of the Bonds are hereby ratified and approved. The execution and filing of an answer are hereby authorized. The verification of the answer shall be executed by the Chairman or Vice Chairman.

Section 11. Tax and Non-Arbitrage Certificate. Any officer of the County is hereby authorized to execute a tax and non-arbitrage certificate with respect to the Bonds in order to comply with Section 148 of the Internal Revenue Code of 1986, as amended.

Section 13. General Authority. The officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things, including, but not limited to making covenants on behalf of the County, and to execute all such documents and certificates as may be necessary to carry out the transactions contemplated by this Resolution.

Section 14. Actions Approved and Confirmed. All acts and doings of the officers, employees and agents of the County which are in conformity with the purposes and intent of this Resolution are hereby authorized and approved.

Section 15. Repealing Clause. Any and all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 16. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

ADOPTED on January 11, 2024.

FAYETTE COUNTY BOARD OF
COMMISSIONERS

(SEAL)

By: _____
Chairman

Attest:

Clerk

EXHIBIT "A"

FORM OF CONTRACT

INTERGOVERNMENTAL CONTRACT

between

FAYETTE COUNTY PUBLIC FACILITIES AUTHORITY

and

FAYETTE COUNTY, GEORGIA

Dated as of February 1, 2024

This document was prepared by:
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Exhibit A- Form of Completion Certificate

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT is entered into as of February 1, 2024 (this “Contract”), by and between the FAYETTE COUNTY PUBLIC FACILITIES AUTHORITY (the “Authority”), a body corporate and politic of the State of Georgia, and the FAYETTE COUNTY, GEORGIA (the “County”), a political subdivision of the State of Georgia.

W I T N E S S E T H:

WHEREAS, the Authority was duly created and is validly existing pursuant to an Act of the General Assembly of the State of Georgia entitled the “Fayette County Public Facilities Authority Act” (1978 Ga. L., p. 3377, *et seq.*, as amended) (the “Act”); and

WHEREAS, pursuant to the Act, the Authority has the power to (a) make contracts ... with respect to the use of “projects” (as defined in the Act), including contracts with Fayette County, Georgia (the “County”), (b) construct, erect, acquire, own, repair, remodel, maintain, add to, extend, improve, equip, operate and manage projects and (c) issue revenue bonds pursuant to and in conformity with Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the “Revenue Bond Law” (the “Revenue Bond Law”), for the purpose of paying the costs of any project with the proceeds of revenue bonds issued by the Authority; and

WHEREAS, “project” is defined in the Act as the acquisition construction, equipping, maintenance and operation of buildings and the usual facilities, furnishings, equipment and real and personal property related thereto, and extensions and improvements of such buildings, equipment , facilities and property, the acquisition of the necessary property therefor, both real and personal and the lease and sale of any part of all of such buildings, facilities, furnishings and equipment, including real and personal property, so as to assure the efficient and proper development, maintenance and operation of such facilities and areas deemed by the Authority to be necessary, convenient or desirable and such term shall also be deemed to mean and include the acquisition, construction, equipping, maintenance, and operation of facilities constituting a storm-water management system; and

WHEREAS, Article IX, Section II, Paragraph III(a)(1) of the Georgia Constitution authorizes any county to exercise certain powers and provide certain services, including police protection; and

WHEREAS, paragraph 5 of Chapter 9 of Title 36 of the Official Code of Georgia Annotated provides that it is the duty of county governing authorities to erect or repair, when necessary, their respective courthouses and jails and all other necessary county buildings and to furnish each with all the furniture necessary for the different rooms, offices, or cells; and

WHEREAS, the Revenue Bond Law authorizes the Authority and the County to issue revenue bonds to finance, in whole or in part, the cost of the acquisition, construction,

reconstruction, improvement, betterment, or extension of any “undertaking,” which includes buildings to be used for amusement purposes and systems, plants, works, instrumentalities, and properties used or useful in connection with the collection, treatment, and disposal of storm water, together with all parts of any such undertaking and all appurtenances thereto, including lands, easements, rights in land, water rights, contract rights, franchises, approaches, dams, reservoirs, generating stations, sewage disposal plants, intercepting sewers, trunk connecting and other water and sewer mains, filtration works, pumping stations, and equipment; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority proposes to issue its Revenue Bonds (Fayette County Projects), Series 2024 (the “Bonds”) in an aggregate principal amount not to exceed \$[Par Amount] for the purpose of (a) financing the acquisition, construction and equipping of all or a portion of (i) a recreation multi-use facility, (ii) a backup E-911 Center, (iii) Justice Center renovations, and (iv) stormwater improvement projects (collectively, the “Projects”) and (b) paying the costs of issuing the Bonds; and

WHEREAS, the Authority and the County propose to enter into this Contract, pursuant to which the Authority will agree to, among other things, issue the Bonds and the County will agree to, among other things, (a) construct the Projects, (b) pay the Authority amounts sufficient to enable the Authority to pay the debt service on the Bonds (the “Contract Payments”) and (c) levy an ad valorem property tax, unlimited as to rate or amount, on all property in the County subject to such tax in order to make such Contract Payments; and

WHEREAS, the Bonds will be secured by a first lien on the Contract, the Contract Payments and the moneys and investments on deposit in the funds created in the resolution of the Authority adopted on January 11, 2024 (the “Resolution”).

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the County, hereto agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Definitions.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Resolution. The following words and terms shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

“Completion Date” means the date that the Projects are completed.

“Disclosure Certificate” means the written undertaking executed by the County in connection with the issuance of the Bonds as required by the Rule.

“Rule” means Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended.

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations by the Authority.

The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a body corporate and politic duly created and validly existing under the Constitution and laws of the State. The Authority is authorized and has the power to (i) adopt the Resolution and perform its obligations thereunder, (ii) issue, execute, deliver and perform its obligations under the Bonds and (iii) execute, deliver and perform its obligations under this Contract. The Resolution has been duly adopted and has not been modified or repealed. The Authority has duly authorized the (i) issuance, execution, delivery and performance of its obligations under the Bonds and (ii) the execution, delivery and performance of its obligations under this Contract. The Resolution, the Bonds and this Contract are valid, binding and enforceable obligations of the Authority.

(b) No approval or other action by any governmental authority or agency or other person is required to be obtained by the Authority as of the date hereof in connection with the (i) adoption of the Resolution and the performance of its obligations thereunder, (ii) issuance, execution, delivery and performance of its obligations under the Bonds or (iii) execution, delivery and performance of its obligations under this Contract; provided, however, no representation is given with respect to any “blue sky” laws.

(c) The adoption of the Resolution and the performance of its obligations thereunder, the issuance, execution delivery and performance of its obligations under the Bonds and the execution, delivery and performance of its obligations under this Contract do not (i) violate the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Authority or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the Authority is a party or by which it or its property is subject.

(d) 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 Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Bonds, (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (iii) wherein an unfavorable decision, ruling or finding would adversely affect the (1) enforceability of the Bonds, the Resolution or this Contract, (2) financial condition or results of operations of the Authority or (3) the transactions contemplated by this Contract.

(e) The Authority is not (i) in violation of the Act or the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the Authority or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the Authority is a party or by which it or its property is subject.

(f) The issuance of the Bonds is within the public purposes intended to be served by the Authority.

The Authority makes no representation or warranty with respect to the (a) condition or workmanship of any part of the Projects, (b) suitability of the Projects for the County's purposes, (c) sufficiency of the Bond proceeds to pay the costs of the Projects or (d) the financial condition of the County.

Section 2.2. Representations by the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision duly created and validly existing under the Constitution and laws of the State. The County is authorized to and has the power to execute, deliver and perform its obligations under this Contract. The County has duly authorized the execution, delivery and performance of its obligations under this Contract. This Contract is a valid, binding and enforceable obligation of the County.

(b) No approval or other action by any governmental authority or agency or other person is required to be obtained by the County as of the date hereof in connection with the execution, delivery and performance of its obligations under this Contract except as shall have been obtained; provided, however, no representation is given with respect to any "blue sky" laws.

(c) The execution, delivery and performance of its obligations under this Contract do not (i) violate the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the County or its property is subject or (ii) constitute a breach of or a default under or any agreement, indenture, mortgage, lease, note or other instrument to which the County is a party or by which it or its property is subject.

(d) 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 Authority from issuing the Bonds or the County from constructing and equipping the Projects, (ii) contesting or questioning the existence of the County or the titles of the present officers of the County to their respective offices or (iii) wherein an unfavorable decision, ruling or finding would adversely affect the (1) enforceability of

this Contract, (2) financial condition or results of operations of the County or (3) transactions contemplated by this Contract.

(e) The County is not (i) in violation of the laws or Constitution of the State or any existing court order, administrative regulation, or other legal decree to which the County or its property is subject or (ii) in breach of or default under any agreement, indenture, mortgage, lease, note or other instrument to which the County is a party or by which it or its property is subject.

The County makes no representation or warranty with respect to the financial condition of the Authority.

ARTICLE III.

ISSUANCE OF THE BONDS; APPLICATION OF BOND PROCEEDS

Section 3.1. Agreement to Issue Bonds.

The Authority agrees that it will validate and issue the Bonds. The Authority shall deliver a certified copy of the Resolution to the County promptly upon adoption thereof.

Section 3.2. Application of Bond Proceeds.

The proceeds from the sale of the Bonds shall be applied as provided in Article IV, Section 1 of the Resolution, and the County hereby approves the issuance of the Bonds and the application of proceeds.

ARTICLE IV.

COMMENCEMENT AND COMPLETION OF THE PROJECTS

Section 4.1. Agreement to Construct and Equip the Projects.

The County shall be solely responsible for the construction and equipping of the Projects.

The County shall obtain all necessary approvals from any and all governmental agencies requisite to the construction and equipping of the Projects. The Projects shall be constructed and equipped in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. The County will take such action and institute such proceedings as it shall deem appropriate to assure that the construction and equipping of the Projects will proceed in an efficient and workmanlike manner.

The County shall construct and equip the Projects with all reasonable dispatch and shall use its best efforts to cause the construction and equipping of the Projects to be completed as soon as may be practical, delays incident to strikes, riots, acts of God or the public enemy beyond the reasonable control of the County excepted.

The County shall prepare the Requisitions required by the Resolution.

The Projects shall be titled in the name of the County.

Section 4.2. Establishment of Completion Date.

The Completion Date shall be evidenced to the Project Fund Custodian and the County by a completion certificate signed by an Authorized County Representative substantially in the form attached hereto as Exhibit A

Section 4.3. In Event Bond Proceeds Insufficient.

The Authority does not make any warranty, either express or implied, that the proceeds derived from the sale of the Bonds will be sufficient to pay all the costs of the Projects. In the event that the proceeds derived from the sale of the Bonds are insufficient to pay all the costs of Projects intended to be financed with Bond proceeds, the County shall pay the remaining costs.

ARTICLE V.

EFFECTIVE DATE AND DURATION OF THIS CONTRACT; PAYMENT PROVISIONS; TAX LEVY AND LIENS

Section 5.1. Effective Date of this Contract; Duration of Contract Term.

This Contract shall become effective as of the execution and delivery of this Contract, and the obligations created by this Contract shall then begin, and, subject to the other provisions of this Contract, shall expire July 1, 2029, or if at said time and on said date all of the Bonds have not been paid in full then on such date as such payment shall have been made, but in no event in excess of 50 years from the date hereof.

Section 5.2. Contract Payments.

The County agrees to pay the Contract Payments at least one day before the applicable Interest Payment Date. The Authority has assigned the Contract Payments to the owners of the Bonds, and the County consents to such assignment. The Authority hereby directs the County to make the Contract Payments directly to the Sinking Fund Custodian. In the event the County should fail to make any of the Contract Payments, the item or installment so in default shall continue as an obligation of the County until the amount in default shall have been fully paid, and the County agrees to pay the same with interest thereon at the rate borne by the Bonds, to the extent permitted by law, from the date thereof.

Section 5.3. Prepayment of Contract Payments.

The County may prepay the Contract Payments in whole or in part at any time and may elect to apply such prepayments to redeem Bonds in accordance with the provisions of the Resolution.

Section 5.4. Obligations of County Hereunder Absolute and Unconditional.

The obligations of the County to make the Contract Payments and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. Until such time as the principal of and interest on the Bonds outstanding under the Resolution shall have been paid in full or provision for the payment thereof shall have been made in accordance with the Resolution, the County (a) will not suspend or discontinue any Contract Payments except to the extent the same can be and have been prepaid, (b) will perform and observe all of its other agreements contained in this Contract and (c) will not terminate the Contract for any cause, including, without limiting the generality of the foregoing, failure of the County to complete the Projects, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Projects, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or

connected with this Contract or the Resolution. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part herein contained; and if the Authority should fail to perform any such agreement, the County may institute such action against the Authority as the County may deem necessary to compel performance as long as such action shall not do violence to or adversely affect the agreements on the part of the County contained in the preceding sentence and to make the Contract Payments.

Section 5.5. Tax Levy to Pay Contract Payments.

The County covenants that it will (a) exercise its power of taxation to the extent necessary to make the Contract Payments and (b) make available and use for such Contract Payments all taxes levied and collected for that purpose. The County further covenants and agrees that it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely make the Contract Payments.

ARTICLE VI.

SPECIAL COVENANTS OF COUNTY

Section 6.1. Operation of the Projects.

The County shall operate the Projects or shall cause the Project to be operated and shall pay all costs of operating the Projects or shall cause all costs of operating the Projects to be paid, including, without limitation, salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Projects, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses and such other charges as may properly be made for the purpose of operating the Project in accordance with sound business practice.

Section 6.2. Insurance.

The County shall insure the Projects or shall cause the Projects to be insured in accordance with the customary insurance practices of agencies and governmental authorities operating similar facilities.

Section 6.3. Paying Agent, Bond Registrar and Custodians.

The County shall pay the Paying Agent, the Bond Registrar, the Project Fund Custodian and the Sinking Fund Custodian for their services under the Resolution.

Section 6.4. Indemnification.

To the extent permitted by law, the County hereby agrees to release the Authority from and to indemnify the Authority (and its members, officers and employees) for any and all liabilities and claims against the Authority arising from the County's, construction, equipping, ownership and operation of the Projects, including without limitation, (a) any condition of the Projects, (b) any act or negligence of the County or of any of its agents, contractors, servants, employees or licensees or (c) any act or negligence of any assignee or lessee of the County, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the County.

If any such claim is asserted, the Authority or any individual indemnified herein, as the case may be, will give prompt written notice to the County, and the County will promptly assume the defense thereof, including the employment of counsel and payment of all expenses of such defense, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Authority shall have the right to approve in writing all counsel engaged by the County to conduct such defense, which approval shall not be unreasonably withheld.

The Authority shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the County shall not be required to pay the fees and expenses of such separate counsel unless the separate counsel is employed with the approval of the County, or the Authority determines that it has defenses that are different from the County. The County shall not unreasonably withhold its approval of such separate counsel.

Notwithstanding anything in this Contract to the contrary, the provisions of this Section 6.4 shall survive the termination of this Contract.

ARTICLE VII.

SPECIAL COVENANTS OF AUTHORITY AND COUNTY

Section 7.1. Further Assurances and Corrective Instruments, Recordings and Filings.

The Authority and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Contract.

Section 7.2. Tax Covenants.

The Authority and the County agree to do all things necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and not to do anything that would adversely affect such exclusion.

Section 7.3. Compliance with Resolution.

The Authority shall comply with all of its obligations under the Resolution.

Section 7.4. Disclosure Certificate.

The County shall comply with its obligations under the Disclosure Certificate; provided, however, a failure of the County to comply with its obligations under the Disclosure Certificate shall not constitute a default or an event of default and the only action that be taken hereunder is an action for specific performance.

ARTICLE VIII.

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined.

The following shall be “events of default” under this Contract and the terms “event of default” or “default” shall mean, whenever they are used in this Contract, any one or more of the following events:

(a) Failure by the County to make the Contract Payments; or

(b) Failure by the County or the Authority to observe and perform any covenant, condition or agreement of this Contract on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the County or the Authority, as appropriate, by the non-defaulting party or the bondholders, unless the non-defaulting party and the bondholders shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the 30-day period, the non-defaulting party and the bondholders will not unreasonably withhold their consent to an extension of such time if it is possible to correct such failure and corrective action is instituted within the applicable period and diligently pursued until the default is corrected; or

(c) Any representation in this Contract shall be untrue.

(d) An “Event of Default” shall have occurred under the Resolution.

Section 8.2. Remedies on Default.

Whenever any event of default referred to in Section 8.1 hereof shall have happened and be existing, the non-defaulting party or the owner of any of the Bonds may take any action and pursue any remedy available under the Resolution and the laws of the State of Georgia, including, without limitation, bringing an action for specific performance.

Section 8.3. No Remedy Exclusive.

No remedy herein conferred is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the bondholders, and the bondholders shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 8.4. Agreement to Pay Attorneys' and Consultant's Fees and Expenses.

If an event of default shall occur hereunder and the non-defaulting party should employ attorneys or consultants or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the County or the Authority herein contained, the defaulting party agrees that it shall on demand therefor pay to the non-defaulting party or the bondholders the reasonable fee of such attorneys and consultants and such other reasonable expenses so incurred by the non-defaulting party and the bondholders.

Section 8.5. No Additional Waiver Implied by One Waiver.

If any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE IX.

MISCELLANEOUS

Section 9.1. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, sent by a reputable overnight delivery service or mailed by registered or certified mail, return receipt requested, postage prepaid.

Section 9.2. Binding Effect.

This Contract shall inure to the benefit of and shall be binding upon the Authority and the County.

Section 9.3. Severability.

If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4. Third-Party Beneficiaries.

The owners of the Bonds secured by this Contract are third-party beneficiaries hereof.

Section 9.5. Amendments, Changes and Modifications.

This Contract may be amended, changed and modified without the consent of the owner of the Bonds to (a) cure any ambiguity or formal defect or omission in this Contract; (b) grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon bondholders by the County; (c) further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof; (d) conform to supplements to the Resolution; or (e) make any other amendments, changes and modifications that in the opinion of counsel are not materially adverse to the interest of the bondholders. Any other amendments, changes and modification in this Contract will become effective only with the consent of the owners of a majority in aggregate principal amount of the Bonds secured hereby. In no event, however, may any such amendments, changes and modifications permit (a) the reduction of Contract Payments required to be made to ensure the payment of the Bonds and the other obligations secured by the Resolution; or (b) the reduction of the percentage of the principal amount of the Bonds required for consent to any such amendment, change or modification.

Section 9.6. Execution Counterparts.

This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.7. Captions.

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

Section 9.8. Law Governing Construction of Contract.

This Contract shall be governed by, and construed in accordance with, the laws of the State.

IN WITNESS WHEREOF, the Authority and the County have caused this Contract to be executed in their respective corporate names by their duly authorized officers and their respective seals to be hereunto affixed, all as of the date first above written.

**FAYETTE COUNTY PUBLIC FACILITIES
AUTHORITY**

(Seal)

By: _____
Chairman

Attest:

Secretary

FAYETTE COUNTY, GEORGIA

(Seal)

By: _____
Chairman

Attest:

Clerk

EXHIBIT A

COMPLETION CERTIFICATE

U.S. Bank Corporate Trust,
National Association
Atlanta, Georgia

Fayette County, Georgia
Fayetteville, Georgia

Re: Fayette County Public Facilities Authority Revenue Bonds (Fayette County Projects), Series 2024

To the Addressees:

The proceeds of the above-captioned bonds (the “Bonds”) were used to finance certain projects (the “Projects”) for the benefit of Fayette County, Georgia (the “County”). The Fayette County Public Facilities Authority and the County entered into an Intergovernmental Contract, dated as of February 1, 2024 (the “Contract”) relating to the Bonds. Capitalized terms used, but not defined herein, shall have the meanings assigned to them in the Contract.

The undersigned Authorized County Representative hereby certifies as follows:

1. The Projects have been completed.
2. Except for amounts retained by the County to pay any costs of the Projects not then due and payable, all costs of labor, services, materials and supplies have been paid.

The foregoing certifications have been made without prejudice to any rights against third parties which exist at the date of this certificate or which may subsequently come into being.

[Include the following only if there are excess moneys in the Project Fund]

You are hereby directed to transfer all moneys in the Project Fund to the Sinking Fund.

FAYETTE COUNTY, GEORGIA

By: _____
Authorized County Representative

EXHIBIT "B"

FORM OF BOND PURCHASE AGREEMENT

STIFEL

BOND PURCHASE AGREEMENT

**[\$33,100,000]
REVENUE BONDS (FAYETTE COUNTY PROJECTS),
SERIES 2024**

January 11, 2024

Fayette County, Georgia
Attention: Chairman, Board of Commissioners
140 Stonewall Ave. W., Suite 100
Fayetteville, GA 30214

Fayette County Public Facilities Authority
Attention: Chairman, Board
140 Stonewall Ave. W., Suite 100
Fayetteville, GA 30214

To the Addressee:

The undersigned, Stifel, Nicolaus & Company, Incorporated (“Underwriter”), hereby offers to enter into this Bond Purchase Agreement (“Purchase Agreement”) with Fayette County Public Facilities Authority (“Issuer”) duly organized and validly existing under and pursuant to the laws of the State of Georgia (“State”) and Fayette County, Georgia (“County”) whereby the Underwriter will purchase and the Issuer will sell the Bonds (as defined and described below). The Underwriter is making this offer subject to the acceptance by the Issuer at or before [8:00 P.M.], Eastern Time, on the date hereof. If the Issuer accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriter. The Underwriter may withdraw this Purchase Agreement upon written notice delivered by the Underwriter to the appropriate, authorized representative of the Issuer at any time before the Issuer accepts this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Indenture (as defined below).

1. PURCHASE AND SELL. Upon the terms and conditions in reliance upon the representations, warranties, and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all but not less than all, of the Issuer’s \$[.00 in aggregate principal amount of the Fayette County Public Facilities Authority Revenue Bonds (Fayette County Projects), Series 2024 (collectively, “Bonds”), at a purchase price of \$[] (which is equal to par, [plus][less] [net][, aggregate] original issue [premium][discount] of \$[] and less Underwriter’s discount of \$[]). The Underwriter intends to make an initial bona fide public offering of the Bonds at a price or prices described in Schedule I hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in their sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Section 5 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices or yields greater than the yields set forth therein (but in all cases subject to the requirements of Section 5 hereof).

The Issuer acknowledges and agrees that with respect to the transaction contemplated hereby: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriter, as an underwriter, is to purchase

securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriter has to the Issuer expressly are set forth in this Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate

2. DESCRIPTION AND PURPOSE OF THE BONDS. The Bonds have been authorized by, and secured pursuant to a resolution of the Issuer, adopted January [11], 2024 ("Bond Resolution") and a consent resolution adopted by the Fayette County Board of Commissioners on January [], 2024. The Bonds are special limited obligations of the Authority payable solely from payments to be made by the County pursuant to an Intergovernmental Contract, dated as of February 1, 2024 ("Contract"), between the Issuer and the County. Under the terms of the Contract, the County has agreed to pay the Authority amounts sufficient to pay the debt service on the Bonds (the "Contract Payments"). The County intends to make the Contract Payments with moneys derived from a one percent local option sales and use tax (the "Sales and Use Tax"); however, the County has not created a lien on or pledged the Sales and Use Tax as security for the Bonds. In the event that the proceeds of the Sales and Use Tax, or other legally available funds are insufficient to make the Contract Payments, the County has agreed to levy an ad valorem property tax, unlimited as to rate or amount, on all property in the County subject to taxation for such purposes in order to make the Contract Payments. The Bonds do not constitute a charge, lien or encumbrance, legal or equitable, on any other property of the Issuer. The Issuer has no taxing power.

The Bonds are being issued for the purpose of (a) financing the acquisition, construction and equipping of all or a portion of (i) a recreation multi-use facility, (ii) a backup E-911 Center, (iii) Justice Center renovations, and (iv) stormwater improvement projects (collectively, the "Projects") for the benefit of the County and (b) paying the costs of issuing the Bonds.

The Bonds are special limited obligations of the Authority payable solely from the Contract Payments. The Authority has no taxing power and no other sources of revenue. The Bonds are not secured by any lien on or pledge of the Project or any other real estate. The Bonds do not constitute an obligation of the State, the County or any political subdivision or municipal corporation of the State within the meaning of any constitutional or statutory limitation upon indebtedness. No owner of the Bonds shall ever have the right to compel the exercise of the taxing power of the State, the County or any political subdivision or municipal corporation of the State to pay the same or the interest thereon. However, the County's taxing power has been pledged to the payment of the Contract Payments. The Bonds shall bear interest at the rates and shall mature in the amounts set forth in Schedule I attached hereto. All other terms of the Bonds are described in the hereinafter-defined Official Statement.

3. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement dated January [], 2024, which, including the cover page and all appendices thereto, is herein referred to as "Preliminary Official Statement." It is acknowledged by the Issuer that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet and in printed paper form. The Issuer deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

(b) Within seven (7) business days from the date hereof, and in any event not later than the Closing Date, the Issuer shall deliver to the Underwriter a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, and all appendices attached thereto,

together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel, Disclosure Counsel and the Underwriter, is referred to herein as “Official Statement”) and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the MSRB and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Markets Access (“EMMA”) system, if required by MSRB Rule G-32. The Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Issuer hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (“SEC”) including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms, and consents to and approves the use and distribution by the Underwriter before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriter of the Official Statement and the Indenture in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the County will undertake, pursuant to a Continuing Disclosure Certificate (“Disclosure Certificate”), to provide annual financial information and notices of the occurrence of specified events. A description of the Disclosure Certificate is set forth in, and a form of the Disclosure Certificate is attached as an appendix to, the hereinafter-defined Preliminary Official Statement.

4. ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit A, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except for the maturities set forth in Schedule I attached hereto, the Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (“10% Test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the Issuer or bond counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that the Underwriter has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (“initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering

price to the public of each such maturity as of the sale date as the issue price of that maturity (“hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter, and

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or dealer and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with

the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that [each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that the Underwriter shall not be liable for the failure of any other Underwriter, or 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 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledge that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the 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 to an underwriter,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 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 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 Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 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), (ii) 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 (iii) 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.

5. REPRESENTATIONS OF THE ISSUER. The Issuer hereby represents to and agrees with the Underwriter and the County as follows:

(a) The Issuer is a public body corporate and politic organized and existing under the constitution and laws of the State, including specifically an act of the General Assembly of the State (“Act”).

(b) The Issuer is authorized under the laws of the State, including the Revenue Bond Law (O.C.G.A. Section 36-82-60 *et seq.*, as amended), (i) to adopt the Bond Resolution and perform its obligations thereunder, (ii) to pledge the revenues realized by the Issuer under the Contract to secure the payment of the Bonds, (iii) to issue, execute, deliver, and perform its obligations under the Bonds to the Underwriter pursuant to the Bond Resolution, and (iv) to execute, deliver and perform its obligations, as the case may be, under the Bond Resolution, the Bonds, this Purchase Agreement,

the Contract, the Disclosure Certificate, and any other applicable agreements to which the Issuer is a party (collectively, "Issuer Documents"), (vi) to execute and deliver the Official Statement and (vii) to perform and consummate all obligations and transactions required or contemplated on its part hereby and by each of the Issuer Documents and the Official Statement. Items (ii) through (vii) above are collectively referred to herein as "Issuer Transactions."

(c) The Bond Resolution approving and authorizing the execution and delivery by the Issuer of the Issuer Documents and the offering, issuance, and sale of the Bonds upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(d) The Bond Resolution and the Bonds conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement and the Bonds, when duly issued and authenticated, in accordance with the Bond Resolution, and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Bond Resolution, and payable from the sources therein specified.

(e) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Issuer Transactions. Each of the Issuer Transactions constitutes, or will, as of the Closing Date, constitute, a legal, valid, and binding obligation of the Issuer enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. Each of the Issuer Transactions has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(f) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Bond Resolution, the issuance, delivery and sale of the Bonds and the execution and delivery of the Issuer Transactions and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Issuer Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Act, the Bond Resolution, and the Issuer Transactions).

(g) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Issuer Transactions have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(h) Any certificates executed by any officer of the Issuer and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty

of the Issuer as to the accuracy of the statements therein made and as to the authority of the representative to deliver such certificates and make such representation.

(i) Between the date hereof and the time of the Closing, the Issuer shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes, or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the information contained in the Preliminary Official Statement (excluding therefrom the information under the captions “THE COUNTY,” “COUNTY FINANCIAL INFORMATION,” “COUNTY DEBT STRUCTURE,” “COUNTY AD VALOREUM TAXATION,” and “MISCELLANEOUS” as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom the information under the captions “THE COUNTY,” “COUNTY FINANCIAL INFORMATION,” “COUNTY DEBT STRUCTURE,” “COUNTY AD VALOREUM TAXATION,” and “MISCELLANEOUS” as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from “end of the underwriting period” as defined in Rule 15c2-12 (unless the Underwriter notifies the Issuer by the Closing Date of an unsold balance, in which case “underwriting period” shall be deemed to end on the Closing Date), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of any of the Issuer Documents, (iii) which is

in any way contesting the creation, existence, or powers of the Issuer or the validity or effect of the Bond Resolution or the Act or any provision thereof or the application of the proceeds of the Bonds, (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Issuer Documents. The Issuer shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale, or distribution of the Bonds.

(o) If required in accordance with Rule 15c2-12, the Issuer has provided or will undertake to provide certain annual financial information and other information and notices of the occurrence of certain events. Except as described in the Official Statement, during the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) Except as described in the Official Statement, the Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Bonds.

6. REPRESENTATIONS OF THE COUNTY. The County represents and warrants to the Underwriter and the Issuer as follows:

(a) The County is, and at the Closing Date will be, a political subdivision of the State duly created, organized and validly existing under the Constitution and laws of the State.

(b) The County is authorized under the laws of the State (i) to execute, deliver, and perform its obligations under this Purchase Agreement, the Contract, the [Paying Agency Agreement], and the Disclosure Certificate (collectively, "County Documents"), (ii) to execute and deliver the Official Statement, and (iii) to perform and consummate all obligations and transactions required or contemplated on its part hereby and County Documents and the Official Statement. Items (i) through (iii) above are collectively referred to as "County Transactions".

(c) The Bonds conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement and the Bonds, when duly issued and authenticated and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Indenture and payable from the sources therein specified.

(d) The County has executed and delivered, or will execute and deliver on or before the Closing Date, each of the County Documents. Each of the County Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid, and binding obligation of the Issuer enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. Each of the County Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The County is not in any material respect in breach of or default under any

constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the issuance, delivery and sale of the Bonds and the execution and delivery of the County Documents and compliance with and performance of the County's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the County Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the County is a party or to which the County or any of its property or assets is otherwise subject (including, without limitation the County Transactions).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the County of its obligations hereunder and under the County Documents have been obtained; provided, that the County makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer and/or official of the County and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the County as to the accuracy of the statements therein made and as to the authority of the representative to deliver such certificates and make such representation.

(h) Between the date hereof and the time of the Closing, the County shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes, or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the County or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the County as of June 30, 2023, fairly represent the receipts, expenditures, assets, liabilities, and cash balances of such amounts and insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the County or in its operations since June 30, 2023 and there has been no occurrence, circumstance, or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the information contained in the Preliminary Official Statement (excluding therefrom the information under the captions "THE AUTHORITY," and "MISCELLANEOUS" as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom the information under the captions "THE AUTHORITY," and "MISCELLANEOUS" as to which no representations or warranties are made) up to and including

the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from “end of the underwriting period” as defined in Rule 15c2-12 (unless the Underwriter notifies the County by the Closing Date of an unsold balance, in which case “underwriting period” shall be deemed to end on the Closing Date), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the County shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the County) a reasonable number of copies of an amendment or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the County or against any other party of which the County has notice or, to the knowledge of the County, threatened against the County: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of any of the County Documents, (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the County or the validity or effect of the Indenture or the Act or any provision thereof or the application of the proceeds of the Bonds, (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the County Documents. The County shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale, or distribution of the Bonds.

(o) If required in accordance with Rule 15c2-12, the County has provided or will undertake to provide certain annual financial information and other information and notices of the occurrence of certain events. Except as described in the Official Statement, during the last five years, the County has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) Except as described in the Official Statement, the County, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest

All representations, warranties and agreements of the County shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Bonds.

7. UNDERWRITER'S REPRESENTATIONS.

By entering into this Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

8. CLOSING.

(a) At [10:00 A.M.], Eastern Time, on [], 2024, or at such other time or date as the Underwriter and the Issuer may mutually agree upon as the date and time of the Closing ("Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Murray Barnes Finister LP ("Bond Counsel"), 3525 Piedmont Road, 5 Piedmont Center, Suite 515, Atlanta, GA 30305, or at such other place as the Underwriter and the Issuer may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 8. At the Closing, (a) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer and (b) the Issuer shall deliver or cause to be delivered the Bonds to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriter at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

9. CONDITIONS PRECEDENT.

The Underwriter has entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer and the County contained herein and the performance by the Issuer and the County of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) The representations of the Issuer and the County contained herein shall be true, complete, and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Bond Resolution, the Issuer Documents, and the County Documents shall be in full force and effect and shall not have been amended, modified, or supplemented except as may have been agreed to in writing by the Underwriter.

(c) The Issuer and the County shall perform or have performed all of their obligations required under or specified in the Bond Resolution, the Issuer Documents, the County Documents, and the Official Statement to be performed at or prior to the Closing.

(d) The Issuer and the County shall have delivered to the Underwriter final Official Statements by the time, and in the numbers, required by Section 4 of this Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer and the County relating to the Issuer Documents, the County Documents, and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified, or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the County, the Act, the Bond Resolution, the Issuer Documents or the County Documents as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds.

(g) At or prior to the Closing, the Underwriter shall receive the following documents (in each case with only such changes as the Underwriter shall approve):

- i. The approving opinion of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix C to the Official Statement, and, if not otherwise directly addressed to the Underwriter, a reliance letter with respect thereto addressed to the Underwriter;
- ii. The supplemental opinion of Bond Counsel, addressed to the Underwriter, dated the Closing Date, in customary and satisfactory form;
- iii. A letter, dated the Closing Date and addressed to the Underwriter, from Murray Barnes Finister LLP, Disclosure Counsel, in customary and satisfactory form;
- iv. The opinion of McNally, Fox, Grant & Davenport, P.C., counsel to the Issuer, dated the date of the Closing and addressed to the Underwriter, in customary and satisfactory form;
- v. The opinion of McNally, Fox, Grant & Davenport, P.C., counsel to the County, dated the date of the Closing and addressed to the Underwriter, in customary and satisfactory form;
- vi. The opinion of King Kozlarek Law LLC, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;
- vii. A certificate, dated the Closing Date, signed by the Chair of the Board of Directors of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Issuer Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Bond Resolution or any Issuer Document, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Bonds, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement as of its date and as of the Closing Date or any Issuer Document; and (d) the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact

necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of information in the Official Statement under the captions “THE COUNTY”, “COUNTY FINANCIAL INFORMATION”, “COUNTY DEBT STRUCTURE”, “COUNTY AD VALOREUM TAXATION”, or “MISCELLANEOUS”;

- viii. A certificate, dated the Closing Date, signed by the County, in form and substance satisfactory to the Underwriter, to the effect that (i) the financial statements of the County as of June 30, 2023 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth and (ii) except as disclosed in the Preliminary Official Statement and the Official Statement, since June 30, 2023, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer and the Issuer has not incurred since June 30, 2023, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement;
- ix. Executed or certified copies of each Issuer Document;
- x. Executed or certified copies of each County Document;
- xi. A Tax Certificate of the County, in form satisfactory to Bond Counsel, executed by such officials of the County as shall be satisfactory to the Underwriter;
- xii. A certified copy of the Bond Resolution;
- xiii. Evidence satisfactory to the Representatives by Moody’s Investors Services, Inc. (“Moody’s”) of the assignment to the Bonds a rating of “[]”;
- xiv. Evidence that a Form 8038-G relating to the Bonds has been executed by the County and will be filed with the Internal Revenue Service (“IRS”) within the applicable time limit; and
- xv. A copy of the Issuer’s executed Blanket Letter of Representation to The Depository Trust Company.

Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel for the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and all conditions precedent to the issuance of additional Bonds pursuant to the Indenture shall have been fulfilled.

10. TERMINATION.

If the Issuer and the County are unable to satisfy the conditions of the Underwriter’s obligations contained in this Purchase Agreement or if the Underwriter’s obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Issuer and the County in writing, or by telephone confirmed in writing. The performance by the Issuer and the County of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Bonds, by written notice (or by telephone confirmed in writing) by the Underwriter to the Issuer and the County, if between the date hereof and the time of Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur:

(i) the market price or marketability of the Securities, or the ability of the Underwriters to enforce contracts for the sale of the Securities, shall be materially adversely affected by any of the following events:

(1) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Securities; or

(2) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(3) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(4) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Securities, the Bond Legislation, the County Documents or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(5) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(6) any rating on:

(a) securities of the Issuer which are secured by a pledge or application of the Trust Estate on a parity with the Securities or

(b) if the Securities (or any portion thereof) are insured by a Policy or supported by a Support Facility, on the Bond Insurer or the Support Facility Provider is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriters) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer and the County refuse to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Securities or the ability of the Underwriters to enforce contracts for the sale of the Securities; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Securities shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Securities, including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Securities, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriter, all obligations of the District and the Underwriter under this Agreement shall terminate, without further liability.

11. INDEMNIFICATION.

(a) The Issuer and the County shall indemnify and hold harmless, to the extent permitted by law, the Underwriter and its directors, officers, employees and agents and each person who controls the Underwriter within the meaning of Section 15 of the 1933 Act (any such person being therein sometimes called an "Underwriter Indemnitee"), against any and all losses, claims, damages or liabilities, which arise out of or are based on arise out of or are based upon (i) a claim in connection with the public offering of the Securities to the effect that the Securities or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act, or (ii) any statement or information in the Preliminary Official Statement or in the Official Statement that is or is alleged to be untrue or incorrect in any material respect, or any omission or alleged omission of any

statement or information in the Preliminary Official Statement or the Official Statement (other than in the Excluded Sections) which is necessary in order to make the statements therein not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

(b) The Underwriter shall indemnify and hold harmless, to the extent permitted by law, the Issuer and the County and their directors, officers, members, employees and agents and each person who controls the Issuer and the County within the meaning of Section 15 of the 1933 Act, to the same extent as the foregoing indemnity from the Issuer to the Underwriter, but only with reference to the statements under the caption "Underwriting" in the Preliminary Official Statement and the Official Statement, or any amendment or supplement thereof.

(c) For purposes of subsection (a) or (b) above, an "Indemnified Party" means an Underwriter Indemnitee or an Issuer Indemnitee as the context dictates and an "Indemnifying Party" means the Issuer or an Underwriter who is under the obligation to indemnify an Indemnified Party under this Section 10. In case any claim shall be made or action brought against an indemnified party for which indemnity may be sought against any indemnifying party, as provided above, the indemnified party shall promptly notify the indemnifying party in writing setting forth the particulars of such claim or action; but the omission to so notify the indemnifying party (i) shall not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) shall not relieve it from any liability which it may have to any indemnified party otherwise than under paragraph (a) or (b) above. The indemnifying party shall assume the defense thereof, including the retention of counsel acceptable to such indemnified party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An indemnified party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel has been specifically authorized by the indemnifying party or the indemnifying party shall not have employed counsel reasonably acceptable to the indemnified party to have charge of the defense of any such action or proceeding or if the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them that are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action or proceeding on behalf of such Indemnified Party), in any of which events, such legal or other expenses shall be borne by the Indemnifying Party.

An Indemnifying Party shall not be liable for any settlement of any such action effected without its consent by any Indemnified Party, but if settled with the consent of the Indemnifying Party or if there be a final judgment for the plaintiff in any such action against the Indemnifying Party or any Indemnified Party, with or without the consent of the Indemnifying Party, the Indemnifying Party agrees to indemnify and hold harmless such Indemnified Party to the extent provided herein. Any such settlement must include an unconditional release of each indemnified party from all liability arising out of such action.

(d) If the indemnification provided for in this Section is unenforceable, unavailable or insufficient to hold harmless an Indemnified Party under subsection (a) or (b) above, then each Indemnifying Party shall, in lieu of indemnifying such party, contribute to the amount paid or payable by such Indemnified Party as a result of the losses, claims, damages, or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuer and the County on the one hand and the Underwriter on the other from the offering of the Bonds or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, then the Indemnifying Party shall contribute to such amount paid or payable by such Indemnified Party in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Issuer and the County on the one hand and the Underwriter on the other in connection with the statements or omissions which resulted in such losses, claims, damages, or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Issuer and the County on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Issuer and the County bear to the total underwriting discounts and commissions received by the Underwriter. The relative fault shall be determined

by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer and the County or the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. Notwithstanding the provisions of this paragraph, the Underwriter shall not be required to contribute an amount in excess of the amount of its compensation under this Purchase Agreement. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

12. AMENDMENTS TO OFFICIAL STATEMENT.

During the period commencing on the date of the Official Statement and ending twenty-five (25) days from the end of the underwriting period (as defined in Rule 15c2-12)ⁱ the Issuer and the County shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of "underwriting period" (as defined in this Purchase Agreement), the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel for the Underwriter) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The expenses of preparing such amendment or supplement shall be borne by the Issuer. For the purpose of this Section, the Issuer and the County will furnish to the Underwriter such information with respect to itself as the Underwriter may from time-to-time reasonably request.

13. EXPENSES.

Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder. If the Bonds are delivered by the Issuer to the Underwriter, the Issuer shall pay, from the proceeds of the Bonds or from other funds of the Issuer, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Transaction Documents, including the cost of electronically distributing the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (b) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the Issuer, the County, the Paying Agent, Bond Counsel, Disclosure Counsel, counsel to the Underwriter and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the Issuer; (d) the charges of any rating agency with respect to the Bonds; (e) reimbursement to the Underwriter for payment of any fees and expenses reasonably incurred in connection with the initial offering, sale and delivery of the Bonds, including but not limited to industry fees (e.g., DTC, DAC, IPREO, CUSIP and Day Loan fees) only if the Issuer, the County and Underwriter have previously discussed and approved the allocation of proceeds towards these fees, and meal and travel expenses of Issuer personnel, but not including entertainment expenses or those to be paid by the Underwriter pursuant to the last paragraph of this Section 13, and (f) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering, sale and delivery of the Bonds. The Issuer and the County have authorized, and do hereby authorize, the Underwriter to pay such expenses on behalf of the Issuer and the County from proceeds of the Bonds at Closing as further described in the closing memorandum relating to the Bonds.

If the Bonds are sold to the Underwriter by the Issuer and the County, the Issuer and the County shall

pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this Section 13, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

14. USE OF DOCUMENTS.

The Issuer and the County hereby authorize the Underwriter to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement, the County Documents and the Issuer Documents, and the information contained herein and therein.

15. QUALIFICATION OF SECURITIES.

The Issuer and the County will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

16. NOTICES. Any notice or other communication to be given to the Issuer and/or 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:

Stifel, Nicolaus & Company, Incorporated
3630 Peachtree Road, N.E.
Suite 400
Atlanta, Georgia 30326
Attn: Andrew E. Tritt, Managing Director

17. BENEFIT.

This Purchase Agreement is made solely for the benefit of the Issuer, the County, and the Underwriter (including their successors or assigns) and no other person, partnership, association, or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer and the County contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 9 (and in all events the agreements of the Issuer pursuant to Sections 10 and 12 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under Section 9 hereof).

18. GOVERNING LAW.

THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

19. WAIVER OF JURY TRIAL.

THE ISSUER HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

20. MISCELLANEOUS.

(a) This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings, and representations with respect thereto.

(b) This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

[ONE SIGNATURE PAGE, ONE SCHEDULE, AND ONE EXHIBIT FOLLOW]

Very truly yours,

**STIFEL, NICOLAUS &
COMPANY, INCORPORATED**
As Underwriter

By: _____
Andrew E. Tritt, Managing Director

APPROVED AND AGREED TO AS OF
JANUARY [11], 2024:

FAYETTE COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

APPROVED AND AGREED TO AS OF
JANUARY [11], 2024:

**FAYETTE COUNTY PUBLIC FACILITIES
AUTHORITY**

By: _____
Chairman

SCHEDULE I

[\$33,100,000]

**FAYETTE COUNTY PUBLIC FACILITIES AUTHORITY
REVENUE BONDS (FAYETTE COUNTY PROJECTS),
SERIES 2024**

MATURITIES, AMOUNTS, RATES, YIELDS, PRICES AND CUSIP⁽¹⁾

<u>Maturity (July 1)</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>	<u>Yield (%)</u>	<u>Price (%)</u>	<u>CUSIP⁽¹⁾</u>
2028	\$16,145,000				
2029	16,955,000				

⁽¹⁾ CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein have been provided by CUSIP Global Services (CGS). CGS is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright © 2022 CUSIP Global Services. All rights reserved. CUSIP numbers are set forth herein for the convenience of reference only and neither the County nor the Underwriter nor their respective agents take responsibility for the accuracy of such data.

Hold-the-Offering-Price Rule

The Underwriter expects that the following maturities of the Bonds will not satisfy the 10% Test as of the date of this Purchase Agreement:

<u>Maturity Date</u>	<u>Amount \$</u>	<u>Rate %</u>	<u>Yield %</u>	<u>Price</u>
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[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A

**FORM OF [HOLD-THE-PRICE]
ISSUE PRICE CERTIFICATE**

[\$33,100,000]

**FAYETTE COUNTY PUBLIC FACILITIES AUTHORITY
REVENUE BONDS (FAYETTE COUNTY PROJECTS),
SERIES 2024**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (“*Stifel*”), hereby certifies as set forth below with respect to the sale and issuance of the captioned obligations (“*Bonds*”).

A. Issue Price.

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (“*Initial Offering Prices*”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated January [], 2024, by and among Stifel, as Underwriter (as defined below), Fayette County, Georgia, and Fayette County Public Facilities Authority, Stifel has agreed in writing that: (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (“*hold-the-offering-price rule*”); and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means Fayette County Public Facilities Authority.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or

corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is January [11], 2024.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the 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 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gray Pannell & Woodward LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

By: _____

Name: _____

By: _____

Name: _____

Dated: [], 2024

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

General Rule Maturities

<i>MATURITY DATE</i>	<i>AMOUNT</i>	<i>RATE</i>	<i>YIELD</i>	<i>PRICE</i>	<i>CUSIP</i>
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Hold-the-Offering-Price Rule

The Underwriter expects that the following maturities of the Bonds will **not** satisfy the 10% Test as of the date of this Purchase Agreement:

<i>MATURITY DATE</i>	<i>AMOUNT</i>	<i>RATE</i>	<i>YIELD</i>	<i>PRICE</i>	<i>CUSIP</i>
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SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

**FORM OF [GENERAL]
ISSUE PRICE CERTIFICATE**

**[\$33,100,000]
Fayette County Public Facilities Authority
Revenue Bonds (Fayette County Projects),
Series 2024**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (“*Stifel*”), hereby certifies as set forth below with respect to the sale and issuance of the captioned obligations (“*Bonds*”).

A. Issue Price.

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) *Issuer* means Fayette County Public Facilities Authority.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the 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 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Murray Barnes Finister LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

By: _____

Name: _____

By: _____

Name: _____

Dated: [], 2024

SCHEDULE A
INITIAL OFFERING PRICES OF THE BONDS

<u>Maturity</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>	<u>Yield (%)</u>	<u>Price (%)</u>	<u>CUSIP⁽¹⁾</u>
2028					
2029					

⁽¹⁾ CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein have been provided by CUSIP Global Services (CGS). CGS is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright © 2022 CUSIP Global Services. All rights reserved. CUSIP numbers are set forth herein for the convenience of reference only and neither the County nor the Underwriter nor their respective agents take responsibility for the accuracy of such data.

EXHIBIT "C"

FORM OF DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by Fayette County, Georgia (the “County”) in connection with the issuance by the Fayette County Public Facilities Authority (the “Authority”) of its Revenue Bonds (Fayette County Projects), Series 2024 in an aggregate principal amount of \$[Par Amount] (the “Bonds”). The County hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the Beneficial Owners (as herein defined) and in order to assist the Participating Underwriter (as herein defined) in complying with the Rule (as herein defined).

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution (as herein defined), which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the County pursuant to the Rule and this Disclosure Certificate.

“Beneficial Owner” means any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Bonds (including persons holding the Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any of the Bonds for federal income tax purposes.

“Dissemination Agent” shall mean any person(s) appointed from time to time by the County to assist in carrying out its obligations under this Disclosure Certificate.

“EMMA” means the MSRB’s Electronic Municipal Market Access System, which receives electronic submissions of the Annual Report on the EMMA website at <http://www.emma.msrb.org>.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) of this definition. The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means any period of twelve consecutive months adopted by the County, as the case may be, as its fiscal year for financial reporting purposes, and shall initially mean the period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor thereto.

“Official Statement” means the Official Statement of the County relating to the Bonds.

“Participating Underwriter” means Stifel Nicolaus & Company, Incorporated.

“Resolution” means the bond resolution adopted by the Authority on January 11, 2024.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” means the State of Georgia.

SECTION 3. Provision of Annual Reports.

(a) *Annual Report.*

Not later than 270 days after the end of each Fiscal Year (the “Reporting Date”), commencing with Fiscal Year 2024, the County shall file, or shall cause the Dissemination Agent to file an Annual Report on EMMA. Not later than 15 business days prior to the Reporting Date, the County shall provide the Annual Report to the Dissemination Agent (if any). In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate. The audited financial statements of the County may be submitted separately from the balance of the Annual Report in the event that the audited financial statements have not been completed by the Reporting Date. In the event that the audited financial statements have not been completed by the Reporting Date, the County shall include its unaudited financial statements (excluding notes) in the Annual Report and shall indicate in the Annual Report the date on which the audited financial statements are expected to be filed on EMMA. The County shall file the audited financial statements on EMMA when they are available.

(b) The County or the Dissemination Agent (if any) shall also:

(i) determine each year prior to the Reporting Date the manner of filing with EMMA; and

(ii) if the Annual Report is not filed by the date required in subsection (a), file a notice on EMMA in substantially the form attached as Exhibit A in a timely manner.

(c) If the County retains a Dissemination Agent, the Dissemination Agent shall file a report with the County certifying that the Annual Report has been filed pursuant to this Disclosure Certificate and the date filed.

SECTION 4. Content of Annual Reports. The County’s Annual Report for each Fiscal Year shall contain or incorporate by reference the following:

(a) The County’s basic financial statements for the preceding Fiscal Year, which are to be prepared in accordance with generally accepted accounting principles, as in effect from time to time and which shall be accompanied by an opinion letter, if available at the time of the submission of the Annual Report to the MSRB pursuant to Section 3(a) hereof, resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants in conformity with generally accepted auditing standards.

(b) If generally accepted accounting principles changed from the previous Fiscal Year and if such changes are material to the County, a narrative description (as required by Section 8 of this Disclosure Certificate) of the impact of the changes on the County.

(c) To the extent not included in items provided pursuant to subsection (a) above, information for the preceding Fiscal Year regarding the following categories of financial information and operating data in substantially the form of the tables in the Official Statement under the headings “Property Tax Millage Rates,” “Ad Valorem Property Tax Digest,” “Property Tax Collections” and “Ten Largest Taxpayers.”

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the County or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The County shall clearly identify each such other document so incorporated by reference. The Annual Report shall be in the appropriate electronic format and form prescribed by the MSRB.

SECTION 5. Reporting of Significant Events.

(a) Within ten (10) business days of the occurrence of one of the following Listed Events with respect to the Bonds, the County shall file, or shall cause the Dissemination Agent to file, a notice of such occurrence on EMMA:

- (i) Principal and interest payment delinquencies.
 - (ii) Non-payment related defaults, if material.
 - (iii) Unscheduled draw on debt service reserves reflecting financial difficulties.
 - (iv) Unscheduled draws on credit enhancements reflecting financial difficulties.
 - (v) Substitution of credit or liquidity providers, or their failure to perform.
 - (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5071-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
 - (vii) Modifications to rights of the Beneficial Owners, if material.
 - (viii) Bond calls, if material, and tender offers.
 - (ix) Defeasances.
 - (x) Release, substitution or sale of property securing repayment of the Bonds, if material.
 - (xi) Appointment of an additional or a successor trustee, or the change in name of a trustee, if material.
 - (xii) Ratings changes.
 - (xiii) Bankruptcy, insolvency, receivership or other similar event of the County including any of the following: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the County or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.
 - (xiv) The consummation of a merger, consolidation or acquisition involving the County, or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
 - (xv) Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the County, any of which affect Beneficial Owners, if material.
 - (xvi) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.
- (b) The Listed Event shall be in the appropriate electronic format and form prescribed by the MSRB.
- (c) The content of any notice of the occurrence of a Listed Event shall be determined by the County and shall be in substantially the form attached as Exhibit B.

SECTION 6. Termination of Reporting Obligations. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance (within the meaning of the Rule), prior redemption or payment in full of all of the Bonds. The County shall notify EMMA that the County's obligations under this Disclosure Certificate have terminated. If the County's obligations are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Certificate in the same manner as if it were the County.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and the County may, from time to time, discharge the Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not a designated Dissemination Agent, the County shall be the Dissemination Agent.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if the County has received an opinion of counsel knowledgeable in federal securities laws to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

In the event that this Disclosure Certificate is amended or any provision of the Disclosure Certificate is waived, the notice of a Listed Event pursuant to Section 5(a)(vii) or the first Annual Report after such amendment hereof shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided in the applicable Annual Report. If an amendment or waiver is made in this Disclosure Certificate which allows for a change in the accounting principles to be used in preparing financial statements, the applicable Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and impact of the change in the accounting principles on the presentation of the financial information. The County shall file a notice of the change of accounting principles in the same manner as for a Listed Event under Section 5 hereof on or before the effective date of any such amendment or waiver.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any Beneficial Owner may take such action as may be necessary and appropriate, including seeking specific performance by court order, to cause the County to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed a "default" or an "event of default" under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure to any party to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the County has provided such information to the Dissemination Agent as required by this Disclosure Certificate. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the County and shall not be deemed to be acting in any fiduciary capacity for the County, the Beneficial Owners of the Bonds or any other party. The Dissemination Agent shall have no responsibility for the County's failure to report to the Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the County has complied with this Disclosure Certificate. The Dissemination Agent may conclusively rely upon Certifications of the County at all times.

The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the County.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Certificate shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14. Governing Law. This Disclosure Certificate shall be governed by and construed in accordance with the laws of the State.

SECTION 15. Severability. In case any one or more of the provisions of this Disclosure Certificate shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Disclosure Certificate, but this Disclosure Certificate shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

[Signature Page to Follow]

Date: _____, 2024.

FAYETTE COUNTY, GEORGIA

By: _____
Chairman

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Fayette County Public Facilities Authority
Obligated Person: Fayette County, Georgia
Name of Bond Issue: Fayette County Public Facilities Authority Revenue Bonds (Fayette County Projects, Series 2024 (the "Bonds"))
CUSIP Number: _____
Date of Issuance: [____], 2024

NOTICE IS HEREBY GIVEN that the County has not provided an Annual Report due with respect to the Bonds as required by its Disclosure Certificate, dated [____], 2024. The County anticipates that the Annual Report will be filed by _____.

This notice is based on the best information available at the time of dissemination. Any questions regarding this notice should be directed to _____.

Dated: _____

FAYETTE COUNTY, GEORGIA

By: _____
Chairman

EXHIBIT B

NOTICE TO REPOSITORIES OF THE OCCURRENCE OF
[INSERT THE LISTED EVENT]

Relating to

Fayette County Public Facilities Authority Revenue Bonds (Fayette County Projects), Series 2024 (the “Bonds”)

CUSIP NUMBER _____

Notice is hereby given that [insert the Listed Event] has occurred. [Describe circumstances leading up to the event, action being taken and anticipated impact.]

This notice is based on the best information available at the time of dissemination and is not guaranteed as to accuracy or completeness. Any questions regarding this notice should be directed to [insert instructions for presenting securities, if applicable].

[Notice of the Listed Events described in Section 4(a)(ix) shall include the following:

The County hereby expressly reserves the right to redeem such refunded or defeased bonds prior to their stated maturity date in accordance with the optional/extraordinary redemption provisions of said defeased bonds.

OR

The County hereby covenants not to exercise any optional or extraordinary redemption provisions under the Resolution; however, the sinking fund provision will survive the defeasance.

AND

The Bonds have been defeased to [maturity/the first call date, which is _____]. This notice does not constitute a notice of redemption and no bonds should be delivered to the County as a result of this mailing. A Notice of Redemption instructing you where to submit your bonds for payment will be mailed _____ to _____ days prior to the redemption date.]

Dated: _____

FAYETTE COUNTY, GEORGIA

By: _____
Chairman

EXHIBIT "D"

FORM OF CUSTODIAL AGREEMENT

AGREEMENT RELATING TO CUSTODIAN

THIS CUSTODIAL AGREEMENT is dated as of February 1, 2024 (this "Agreement") and is entered into by and among the Fayette County Public Facilities Authority (the "Authority"), Fayette County, Georgia (the "County"), and U.S. Bank Trust Company, National Association ("Bank"), as custodian of the Sinking Fund and the Project Fund (hereinafter defined).

RECITALS

WHEREAS the Authority adopted a resolution on January 11, 2024 (the "Resolution") authorizing the issuance of its Revenue Bonds (Fayette County Projects), Series 2024 (the "Bonds");

WHEREAS the Authority will ensure all things necessary to make the Bonds the valid obligations of the Authority, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS the Authority created an account designated the "Fayette County Public Facilities Authority Project Fund" (the "Project Fund") and an account designated as the "Fayette County Public Facilities Authority Sinking Fund" (the "Sinking Fund") pursuant to the Resolution;

WHEREAS the parties hereto wish to provide the terms under which the Bank will act as custodian of the Project Fund and custodian of the Sinking Fund with respect to receipts and disbursements of said accounts, that the Bank will maintain separate records with the respect to the receipts and disbursements, the moneys deposited with the Bank in such accounts shall be held in trust for the purposes set forth in the Resolution, in accordance with the terms thereof;

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the Authority and the County and has full power and authority to perform and serve as custodian of the Project Fund and custodian of the Sinking Fund; and

WHEREAS the Authority and the County have duly authorized the execution and delivery of this Agreement, and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Accounts" means collectively the Project Fund and the Sinking Fund created by the Resolution.

"Authority" means the Fayette County Public Facilities Authority, a public body corporate and politic of the State of Georgia.

"Bank" means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America.

"County" means Fayette County, Georgia, a political subdivision of the State of Georgia.

"Custodian" means the Bank when it is performing the function of Custodian under the Resolution.

"Fiscal Year" means the fiscal year of the County beginning on July 1 of each calendar year and ending on June 30 of the following calendar year or such other fiscal year that the County shall adopt from time to time.

"Resolution" has the meaning set forth in the recitals of this Agreement.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

ARTICLE TWO

APPOINTMENT OF BANK AS CUSTODIAN

Section 2.01. Appointment and Acceptance.

The Authority and the County hereby appoint the Bank to act as Custodian with respect to the Project Fund and Custodian with respect to the Sinking Fund, to disburse, from time to time, under the direction of the County, in accordance with the terms and provisions of this Agreement and the Resolution moneys held in trust in the Accounts.

As Custodian, the Bank shall keep and maintain for and on behalf of the Authority and the County, books and records as to the disposition of the Accounts and with respect to the investment of the Accounts.

The Bank hereby accepts its appointment and agrees to act as Custodian.

Section 2.02. Compensation.

As compensation for the Bank's services as Custodian and, the County hereby agrees to pay the Bank the fees and amounts set forth in the Bank's current fee schedule then in effect for services as custodian for municipalities, which shall be supplied by the Bank to the County on or before and the execution and delivery of this Agreement and thereafter on or before 90 days prior to the close of the Fiscal Year of the County if there are any changes, and shall be effective upon the first day of the following Fiscal Year.

In addition, the County agrees to reimburse the Bank, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with entering into and performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

ARTICLE THREE

CUSTODIAN

Section 3.01. Duties of Custodian.

As Custodian, the Bank shall receive and disburse moneys on deposit in the Accounts in accordance with the Resolution.

Section 3.02. Receipt of Funds.

The Authority hereby deposits with the Bank for credit to the Project Fund the proceeds of the Bonds specified in the Resolution. The County shall deposit in the future with the Bank for credit to the Sinking Fund moneys needed to pay debt service on the Bonds.

Section 3.03. Disbursement of Funds.

The County or its designee is hereby authorized to direct the disbursement of funds by giving written authorization and direction to the Bank with respect to the Accounts, in accordance with the Resolution.

Section 3.04. Investment of Funds.

The County or its designee is hereby authorized to direct the Bank in respect of the investment of funds on deposit in the Accounts. All investment earnings shall become part of the Accounts and investment losses shall be charged against the Accounts except as provided in the Resolution. The Bank shall not be liable or responsible for loss in the value of any investment made pursuant to this Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the investments in the Accounts. With respect to any funds received by the Bank after ten o'clock a.m. EST, the Bank shall not be required to invest such funds or to effect any investment instruction until the next day upon which the Bank is open for business.

Section 3.05. Permitted Investments.

The County covenants that it will invest moneys in the Accounts only in such investments as are authorized by State of Georgia law. The County further covenants that it will invest moneys in the

Project Fund only in Permitted Investments (as defined in the Resolution) and that it will invest moneys in the Sinking Fund only in Sinking Fund Investments (as defined in the Resolution).

ARTICLE FOUR

THE BANK

Section 4.01. Duties of Bank.

The Bank undertakes to perform only the duties expressly set forth herein and the Resolution. No implied duties or obligations shall be read into this Agreement against the Bank.

Section 4.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the Authority and the County.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

Section 4.03. May Own Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Custodian.

Section 4.04. Money Held by Bank.

Any money deposited with or otherwise held by the Bank for the purposes set forth in this Agreement and remaining unclaimed, by the County (which claim by the County shall be made in writing after the Bonds mature and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the County, the Authority, the County and the Bank agree that any parties entitled to the

benefit of such shall thereafter look only to the County for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 4.05. Other Transactions.

The Bank may engage in or be interested in any financial or other transaction with the Authority or the County.

Section 4.06. Interpleader.

The Authority, the County and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Authority, the County and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 4.07. Indemnification.

To the extent permitted by law, the County shall indemnify the Bank, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the Bank's gross negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

Section 5.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by all of the parties hereto.

Section 5.02. Assignment

This Agreement may not be assigned by any party without the prior written consent of the other parties.

Section 5.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Authority, the County or the Bank shall be in writing and shall be mailed, sent by pdf, hand delivered or sent by reliable overnight delivery service at the address shown below:

If to the Authority: Fayette County Public Facilities Authority
140 Stonewall Avenue West
Fayetteville, GA 30214
Attention: Chairman

If to the County : Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214
Attention: Chief Financial Officer
sweinmann@fayettecountyga.gov

If to the Bank: U.S. Bank Trust Company, National Association
Corporate Trust Services
2 Concourse Parkway
Suite 800
Atlanta, GA 30328
april.bright@usbank.com

Section 5.04. Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 5.05. Successors and Assigns.

All covenants and agreements herein by the Authority, the County and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 5.06. Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 5.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 5.08. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Custodian except to the extent that provisions of the Resolution have been incorporated herein.

Section 5.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 5.10. Term and Termination.

This Agreement shall be effective from and after its date and until the Bank resigns or is removed; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Custodian hereunder.

The Bank may resign at any time by giving written notice thereof to the Authority and the County. The Bank may be removed at any time by the Authority or the County. If the Bank shall resign, become incapable of acting, or be removed, the Authority, with the consent of the County, shall promptly appoint a successor Custodian. If an instrument of acceptance by a successor Custodian shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation or is removed, the Bank may petition any court of competent jurisdiction at the expense of the County for the appointment of a successor Custodian. In the event of resignation or removal of the Bank as Custodian, upon the written request of the County and upon payment of all amounts owing to the Bank hereunder, the Bank shall deliver to the County or its designee all funds held in custody. The provisions of Section 2.02 and Section 4.07 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 5.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Georgia.

Section 5.12. Documents to be Filed with Bank.

At the time of the Bank's appointment as Custodian, the Authority or the County shall file with the Bank the following documents: (a) a specimen Bond; (b) a copy of the opinion of bond counsel provided to the Authority and the County in connection with the issuance of the Bonds; (c) a copy of the Resolution; and (d) such other information that the Bank may request.

Section 5.13. Patriot Act Compliance.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Section 5.14. Conflicts.

If any provision of this Agreement conflicts with the Resolution, the Resolution shall control.

IN WITNESS WHEREOF, the Authority, the County and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date written above.

**FAYETTE COUNTY PUBLIC FACILITIES
AUTHORITY**

By: _____
Chairman

FAYETTE COUNTY, GEORGIA

By: _____
Chairman

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Custodian**

By: _____
Vice President

EXHIBIT E”

FORM OF PAYING AGENCY AGREEMENT

AGREEMENT RELATING TO PAYING AND REGISTRAR AGENCY

THIS AGREEMENT RELATING TO PAYING AND REGISTRAR AGENCY is dated as of February 1, 2024 (this “Agreement”) and is entered into by and among the Fayette County Public Facilities Authority (the “Authority”), Fayette County, Georgia (the “County”), and U.S. Bank Trust Company, National Association (“Bank”), as Paying Agent and Bond Registrar.

RECITALS

WHEREAS the Authority adopted a resolution on January 11, 2024 (the “Resolution”) authorizing the issuance of its Revenue Bonds (Fayette County Projects), Series 2024 (the “Bonds”);

WHEREAS the Authority will ensure all things necessary to make the Bonds the valid obligations of the Authority, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS the Authority, the County and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the Authority and the County and has full power and authority to perform and serve as Paying Agent and Bond Registrar for the Bonds; and

WHEREAS the Authority and the County have duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions.

Capitalized terms used, but not defined herein, shall have the meanings assigned to them in the Resolution. For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

“Authority” means the Fayette County Public Facilities Authority, a public body corporate and politic of the State of Georgia.

“Bank” means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America.

“Bond Register” means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

“County” means Fayette County, Georgia, a political subdivision of the State of Georgia.

“Fiscal Year” means the fiscal year of the County beginning on July 1 of each calendar year and ending on June 30 of the following calendar year or such other fiscal year that the County shall adopt from time to time.

“Paying Agent” means the Bank when it is performing the function of paying agent for the Bonds.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

“Registered Owner” means a Person in whose name a Bond is registered in the Bond Register.

“Registrar” means the Bank when it is performing the function of registrar for the Bonds.

“Resolution” has the meaning set forth in the recitals of this Agreement.

ARTICLE TWO

APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR

Section 2.01. Appointment and Acceptance.

The Authority and the County hereby appoint the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of the Resolution and this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Authority and the County hereby appoint the Bank as Registrar with respect to the Bonds. As Bond Registrar, the Bank shall keep and maintain for and on behalf of the Authority and the County, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided.

The Bank hereby accepts its appointment and agrees to act as Paying Agent and Bond Registrar.

Section 2.02. Compensation.

As compensation for the Bank's services as Paying Agent and Bond Registrar, the County hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the County and the Bank for the first year of this Agreement, and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Bond Registrar for municipalities, which shall be supplied by the Bank to the County on or before 90 days prior to the close of the Fiscal Year of the County if there are any changes, and shall be effective upon the first day of the following Fiscal Year.

In addition, the County agrees to reimburse the Bank, upon its request, for all reasonable out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, incurred or made by the Bank in connection with entering into and performing under this Agreement or in connection with investigating and defending itself against any claim or liability hereunder.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank, provided sufficient collected funds have been deposited for such purpose by or on behalf of the Authority in the account designated by the Bank hereunder (the "Account"), shall pay on behalf of the Authority the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bond. The Bank has no obligation to draw upon any account or pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the Authority to comply with its obligations except to the extent expressly set forth in this Agreement. The Bank shall also perform any additional duties required of the Paying Agent in the Resolution.

As long as the Paying Agent is the Sinking Fund Custodian, the Account shall mean the Sinking Fund. If the Paying Agent is no longer the Sinking Fund Custodian, the Account shall mean the account created by the Paying Agent for the sole purpose of paying the principal of, redemption premium (if any) and interest on the Bonds.

Section 3.02. Payment Dates.

The Authority hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bond, from the Account to the extent such amounts are on deposit in the Account.

The Bank shall not be required to pay interest on any funds of the Authority or the County for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

Section 3.03 Receipt of Funds.

The County shall, or the Authority and the County shall cause the Sinking Fund Custodian to, deposit in the Account sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least 5 business days prior to payment date and (2) payment by wire must be received by Paying Agent one day prior to payment date.

ARTICLE FOUR

REGISTRAR

Section 4.01. Initial Delivery of Bonds.

One Bond of each maturity shall initially be registered in the name of Cede & Co., as the nominee of The Depository Trust Company (“DTC”). The Bank shall hold such Bonds on behalf of DTC. If the purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar.

The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or such Registered Owner’s agent. The Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration. The Bank shall also perform any additional duties required of the Registrar in the Resolution.

Section 4.03. Unauthenticated Bonds.

The Authority shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register.

The Bank as Registrar will maintain its records as Bond Registrar in accordance with the Bank’s general practices and procedures in effect from time to time.

Section 4.06. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Authority, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Authority may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Authority may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the Authority and the County upon its written request.

Section 4.07. Mutilated, Lost, Stolen or Destroyed Bonds.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is otherwise satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Authority and the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

ARTICLE FIVE

THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein, each of which is ministerial and non-fiduciary in nature. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the Authority or the County.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with due care.

Section 5.03. Recitals of Authority.

The recitals contained in the Bonds shall be taken as the statements of the Authority, and the Bank assumes no responsibility for their correctness.

Section 5.04. May Own Bonds; Other Transactions.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds. The Bank may engage in or be interested in any financial or other transaction with the Authority, the County, any Bond owner or any other Person.

Section 5.05. Money Held by Bank.

Money held by the Bank hereunder need not be segregated from other funds unless it is held in the Sinking Fund. Except for moneys on deposit in the Sinking Fund, the Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder. Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed, by the Registered Owner (or by the County (which claim by the County shall be made in writing) after maturity and prior to escheatment)

will be escheated pursuant to the applicable state law. If funds are returned to the County, the Authority, the County and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the County for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Interpleader.

The Authority, the County and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Authority, the County and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.07. Indemnification.

To the extent authorized by law, the County shall indemnify the Bank, its officers, directors and employees (“Indemnified Parties”) for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank’s acceptance or administration of the Bank’s duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to have been caused by the Bank’s gross negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers, rights or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Authority, the County or the Bank shall be in writing and shall be mailed, sent by pdf, hand delivered or sent by reliable overnight delivery service at the address shown below:

If to the Authority: Fayette County Public Facilities Authority
140 Stonewall Avenue West
Fayetteville, GA 30214
Attention: Chairman

If to the County: Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214
Attention: Chief Financial Officer
sweinmann@fayettecountyga.gov

If to the Bank: U.S. Bank Trust Company, National Association
Corporate Trust Services
2 Concourse Parkway
Suite 800
Atlanta, GA 30328
april.bright@usbank.com

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Authority, the County and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Bond Registrar except to the extent that provisions of the Resolution have been incorporated herein.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Term and Termination.

This Agreement shall be effective from and after its date and until the Bank resigns or is removed; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the Authority and the County. The Bank may be removed at any time by the Authority or the County. If the Bank shall resign, become incapable of acting, or be removed, the Authority, with the consent of the County, shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation or is removed, the Bank may petition any court of competent jurisdiction at the expense of the County for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation or removal of the Bank as Paying Agent and Bond Registrar, upon the written request of the County and upon payment of all amounts owing to the Bank hereunder, the Bank shall deliver to the County or its designee all funds in the Account and unauthenticated Bonds and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.07 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Georgia.

Section 6.12. Documents to be delivered to Bank.

At the time of the Bank's appointment as Paying Agent and Bond Registrar, the Authority or the County shall deliver to the Bank the following documents: (a) a specimen Bond; (b) a copy of the opinion of bond counsel provided to the County in connection with the issuance of the Bonds; and (c) such other information that the Bank may request.

Section 6.13. Patriot Act Compliance.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. The Bank may also ask to see financial statements, licenses,

identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Section 6.14. Conflicts.

If any provision of this Agreement conflicts with the Resolution, the Resolution shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Authority, the County and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date written above.

**FAYETTE COUNTY PUBLIC FACILITIES
AUTHORITY**

By: _____
Chairman

FAYETTE COUNTY, GEORGIA

By: _____
Chairman

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, as Paying Agent and Bond Registrar

By: _____
Vice President

CLERK'S CERTIFICATE

The undersigned Clerk of Fayette County, Georgia (the "County") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on January 11, 2024 by the Fayette County Board of Commissioners at a meeting duly called and assembled, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the County, which is in my custody and control.

GIVEN under my hand and the seal of the County, this 11th day of January, 2024.

(SEAL)

Clerk