

EXECUTION, SIGNATURE, NO-LITIGATION
AND OFFICER'S CERTIFICATE

We, the undersigned Chairman and Clerk of the Board of Commissioners of Oconee County, Georgia (the "County"), DO HEREBY CERTIFY that we have caused to be executed on behalf of the County, revenue bonds in the aggregate principal amount of \$10,915,000 designated "Oconee County, Georgia Water and Sewerage Revenue Bonds, Series 2017A" (the "Series 2017A Bonds") and revenue bonds in the aggregate principal amount of \$1,765,000 designated "Oconee County, Georgia Water and Sewerage Taxable Refunding Revenue Bonds, Series 2017B" (the "Series 2017B Bonds" and together with the Series 2017A Bonds, the "Series 2017 Bonds"). The Series 2017 Bonds shall be dated, mature, bear interest, be subject to redemption prior to maturity and be payable as set forth in the Bond Resolution (hereinafter referred to). The Series 2017 Bonds are being delivered registered in accordance with the instructions of the Underwriter (hereinafter referred to). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Bond Resolution.

All of the Series 2017 Bonds bear the manual or facsimile signature of said Chairman and the corporate seal of the County has been impressed thereon and attested by the manual or facsimile signature of said Clerk. The undersigned officers hereby adopt said facsimile signatures as and for their own.

WE FURTHER CERTIFY, as follows:

(1) No litigation or other proceedings are pending or, to our knowledge, threatened in any court or other tribunal of competent jurisdiction, state or federal, in any way restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2017 Bonds, or in any way questioning or affecting the validity on the terms and provisions of:

(a) the Series 2017 Bonds;

(b) the resolution adopted by Oconee County on October 23, 1998, as supplemented on November 3, 1998, as amended and supplemented on July 18, 2003, as amended and supplemented on September 1, 2009, as supplemented on October 22, 2009, as supplemented on June 26, 2012, as supplemented on July 12, 2012, as supplemented and amended on September 20, 2017 and as supplemented and amended on October 3, 2017 (collectively, the "Bond Resolution"), authorizing, among other things, the issuance of the Series 2017 Bonds;

(c) the Bond Purchase Agreement, dated October 3, 2017 (the "Purchase Agreement"), among the County and Stifel Nicolaus & Company, Incorporated, as underwriter (the "Underwriter");

(d) the Official Statement, dated October 3, 2017 (the "Official Statement"), relating to the Series 2017 Bonds;

(e) the Escrow Deposit Agreement, dated as of October 1, 2017 (the “Escrow Deposit Agreement”), between the County and Regions Bank, Atlanta, Georgia, as escrow agent [and as paying agent for the Series 2009 Bonds];

(f) the Continuing Disclosure Certificate, dated October 3, 2017 (the “Disclosure Certificate”), of the County; and

(g) the pledge by the County to the holders of the Series 2017 Bonds of any moneys or other security provided under the Bond Resolution; or in any manner questioning or affecting the organization or existence of the County or the title to office of the officers thereof or the power or authority of the County to own and operate the water and sewerage system now operated by the County (the “System”) and to prescribe, revise and collect rates, fees, tolls or charges in connection with the services and use thereof.

(2) The County is a validly existing political subdivision of the State of Georgia with the power to (i) adopt the Bond Resolution, (ii) issue, execute, deliver and perform its obligations under the Series 2017 Bonds, (iii) execute, deliver and perform its obligations under the Purchase Agreement, the Escrow Deposit Agreement and the Disclosure Certificate, (iv) execute and deliver the Official Statement, (v) own and operate the System, (vi) prescribe, revise and collect rates, fees, tolls or charges for the use and services of the System, (vii) pledge the “net revenues” (as defined in the Bond Resolution) to the payment of the Series 2017 Bonds and (viii) carry out the transactions contemplated by the Bond Resolution, the Series 2017 Bonds, the Disclosure Certificate, the Purchase Agreement, the Escrow Deposit Agreement and the Official Statement.

(3) The County has duly authorized (i) the issuance, execution, delivery and performance of the Series 2017 Bonds, (ii) the execution, delivery and performance of the Purchase Agreement, the Escrow Deposit Agreement and the Disclosure Certificate and (iii) the execution and use of the Official Statement, and the County has pledged the net revenues to the payment of the Series 2017 Bonds. The County has duly executed the Series 2017 Bonds, and the Series 2017 Bonds constitute the valid, binding and enforceable limited obligations of the County. The County has duly executed the Purchase Agreement, the Disclosure Certificate and the Escrow Deposit Agreement and the Purchase Agreement, the Disclosure Certificate and the Escrow Deposit Agreement constitute valid, binding and enforceable obligations of the County. The County has duly executed and delivered the Official Statement.

(4) Each of the representations and warranties of the County contained in the Purchase Agreement is true, accurate and complete in all material respects as of the date of this Certificate as if made on the date hereof.

(5) Each of the agreements to be complied with and obligations to be performed by the County under the Purchase Agreement, the Escrow Deposit Agreement, the Bond Resolution and the Disclosure Certificate at or prior to the date hereof has been complied with or performed and no event of default or event which with notice or lapse of time or both would become an event of default under the Bond Resolution or the Series 2017 Bonds has occurred and is continuing.

(6) The Bond Resolution was duly adopted by the County, and as of the date of this Certificate, is in full force and effect. The Bond Resolution has not been modified, amended or rescinded. The Bond Resolution is the only resolution adopted by the County relating to the subject matter thereof.

(7) No additional or further approval, consent or authorization of any governmental or public agency or authority not already obtained is required by the County in connection with the (i) adoption of the Bond Resolution, (ii) issuance, execution, delivery and performance of the Series 2017 Bonds, (iii) execution, delivery and performance of the Purchase Agreement, the Escrow Deposit Agreement or the Disclosure Certificate (iv) execution and delivery of the Official Statement, or (v) advance refunding of a portion of the Oconee County, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2009.

(8) The adoption of the Bond Resolution and the execution and delivery of the Purchase Agreement, the Escrow Deposit Agreement, the Disclosure Certificate and the Bonds and compliance with the provisions thereof, will not conflict with or constitute a breach of or default under any existing law, administrative regulation, court decree, resolution or agreement to which the County is subject.

(9) To the best of our knowledge and belief, the Official Statement did not contain as of its date and does not contain any untrue statement of a material fact or did not and does not omit to state any material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(10) No event has occurred which would permit the Underwriter, otherwise required under the terms of the Purchase Agreement, not to be required to purchase the Bonds on the date hereof.

(11) Since June 30, 2016, no material and adverse change has occurred in the financial position of the County or the System or results of operations of the County or the System and the County has not, since June 30, 2016, incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement.

(12) The County has satisfied all conditions under the Bond Resolution to the issuance of the Series 2017 Bonds.

(13) The information set forth in the Internal Revenue Service Form 8038-G, "Information Return for Tax Exempt Governmental Obligations" being filed on behalf of the County with respect to the Series 2017A Bonds with the Internal Revenue Service Center, Ogden, Utah 84201, to the best of our knowledge, is true and correct.

(14) As of this date, the County knows of no event affecting the County that has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to disclose therein in order to make the statements and information therein with respect to the County not misleading in any material respect.

(15) Since the date of the Purchase Agreement, no material and adverse change has occurred in the financial position of the County or the System or results of operations of the County or the System.

WITNESS our hands and the official seal of the County this 17th day of October, 2017.

OCONEE COUNTY, GEORGIA

(SEAL)


Clerk, Board of Commissioners


Chairman, Board of Commissioners



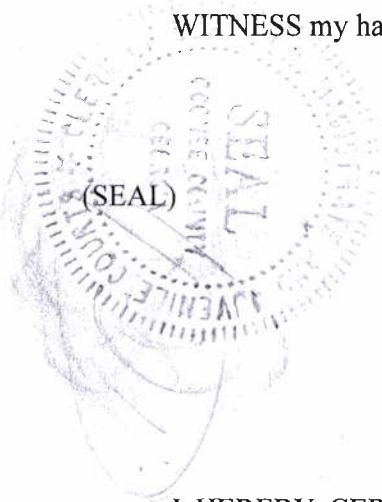
(Signature Page to Execution, Signature, No-Litigation and Officer's Certificate)


GEORGIA, OCONEE COUNTY

I, the undersigned Clerk of the Superior Court of Oconee County, Georgia, DO HEREBY CERTIFY that I have executed and sealed the certificate of validation endorsed upon each of the above described Series 2017 Bonds and have authorized the reproduction of a facsimile of the seal of said Superior Court thereon; and

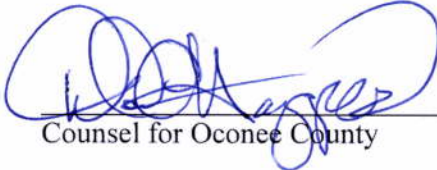
I DO FURTHER CERTIFY that in the matter of the proceeding to validate said Bonds, in the case of STATE OF GEORGIA v. OCONEE COUNTY, GEORGIA, Civil Action File No. 2017-CV-0295-S, in the Superior Court of Oconee County, there were no proceedings had or papers filed other than the petition and complaint, rule nisi, acknowledgments of service, answer and judgment of validation; that no person intervened or in any way became a party to said proceeding other than the parties named above; that the judgment of validation was entered on October 11, 2017; and that no exception, intervention or objection to said judgment or appeal therefrom or filing of extension of appeal has been taken.

WITNESS my hand and the seal of said Court, this 11 day of October, 2017.




Clerk, Superior Court
Oconee County, Georgia

I HEREBY CERTIFY that the signature of the Clerk of the Superior Court of Oconee County, Georgia above subscribed is true and genuine.


Counsel for Oconee County

(Signature Page to Execution, Signature, No-Litigation and Officer's Certificate)