

OCONEE COUNTY
OFFICERS' CERTIFICATE

We, the undersigned, DO HEREBY CERTIFY that we are the duly qualified and acting Chairman and Clerk of the Board of Commissioners of Oconee County, Georgia (the "County"), and WE DO HEREBY FURTHER CERTIFY, as follows:

1. The County is a political subdivision of the State of Georgia, properly created, organized and existing under the Constitution and laws of the said State and has full legal right, power and authority to (i) adopt the resolution, dated June 30, 2015 (the "Resolution"), relating to the Walton County Water and Sewerage Authority Refunding Revenue Bonds (Oconee-Hard Labor Creek Reservoir Project), Series 2015 (the "Series 2015 Bonds"), (ii) execute, deliver and perform its obligations under the Intergovernmental Contract – Reservoir Project, dated as of October 1, 2007 (the "Original Contract"), as supplemented by the First Supplement to Intergovernmental Contract – Reservoir Project, dated as of April 1, 2008 (the "First Supplement to Contract"), and as supplemented by the Second Supplement to Intergovernmental Contract - Reservoir Project, dated as of July 1, 2015 (the "Second Supplement to Contract" and, together with the Original Contract and the First Supplement to Contract, the "Contract"), each between the County and the Walton County Water and Sewerage Authority (the "Authority"), (iii) execute, deliver and perform its obligations under the Bond Purchase Agreement, dated June 30, 2015 (the "Bond Purchase Agreement"), among the County, the Authority and Stifel Nicolaus & Company, Incorporated, Atlanta, Georgia, the underwriter for the Series 2015 Bonds (the "Underwriter"), (iv) execute and deliver the Official Statement, dated June 30, 2015 (the "Official Statement") relating to the Series 2015 Bonds, (v) execute and deliver the Continuing Disclosure Certificate, dated June 30, 2015 (the "Continuing Disclosure Certificate"), and (vi) carry out the transactions contemplated by the foregoing documents.

2. The Resolution has been duly adopted and remains in full force and effect as of the date hereof and has not been amended, modified, revoked or rescinded.

3. The County has authorized the execution, delivery and performance of the Contract, including, but not limited to, the payment of the contract payments thereunder as described therein and attached as Exhibit A to the Second Supplement to Contract, the Bond Purchase Agreement and the Continuing Disclosure Certificate, and the Contract, the Bond Purchase Agreement and the Continuing Disclosure Certificate constitute the a legal, valid and binding obligations of the County.

4. The County has approved the execution, delivery and use of the Official Statement and has ratified the preparation and use of the Preliminary Official Statement, dated June 24, 2015, with respect to the Series 2015 Bonds. The information in the Official Statement is true, complete and correct in all material respects as of the date hereof, and the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact which should be included therein for the purpose for

which the Official Statement was or 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.

5. The representations and warranties contained in the Bond Purchase Agreement and the Contract are true and correct in all material respects as of the date hereof. The County has complied with all of the agreements and satisfied all conditions on its part required to be performed or satisfied under the Bond Purchase Agreement and the Contract at or prior to the date hereof. No event of default or event which with notice or lapse of time or both would become an event of default under the Contract has occurred and is continuing.

6. There is no action, suit, proceeding, controversy or litigation of any nature pending or, to the best of our knowledge threatened, before or by any court, public board or body (i) in any way affecting or questioning (A) the validity of the Series 2015 Bonds or the Contract, (B) the security for the Series 2015 Bonds, (C) the proceedings pursuant to which the Resolution was adopted, (D) the existence of the County, (E) the title of any of the present officers of the County to their respective offices, (F) the terms and provisions of the Contract, the Bond Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement or (G) the exclusion from gross income for federal income tax purposes of the interest on the Series 2015 Bonds or (ii) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition of the County.

7. All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by the County in connection with the issuance and sale of the Series 2015 Bonds, the adoption of the Resolution, the execution and delivery of the Contract, the Bond Purchase Agreement, the Continuing Disclosure Certificate and the Official Statement, and the consummation of the transactions contemplated by the Contract, the Bond Purchase Agreement, the Continuing Disclosure Certificate and the aforementioned documents, have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable state securities or "blue sky" laws.

8. Since June 30, 2014, the County has not incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement. Since the date of the Bond Purchase Agreement, no material and adverse change has occurred in the financial position of the County.

9. The adoption of the Resolution, the execution, delivery and performance of the Bond Purchase Agreement, the Contract, the Continuing Disclosure Certificate and the execution, delivery and use of the Official Statement do not and will not in any material respect conflict with or constitute on the part of the County a breach of or a default under any agreement or instrument to which the County is a party or any law, public administrative rule or regulation, court order or consent decree to which the County is subject.

10. No event has occurred which would permit the Underwriter not to be required to purchase the Series 2015 Bonds on the date hereof. There has been no material change in or affecting the Series 2015 Bonds (including, without limitation, the security for the Series 2015 Bonds) or the financing documents relating to the Series 2015 Bonds or the Official Statement to be executed and delivered in connection with the issuance and sale of the Series 2015 Bonds.

11. Neither the County nor anyone acting on its behalf has, directly or indirectly, offered the Series 2015 Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Underwriter.

12. Neither the Securities and Exchange Commission nor any state securities commission has issued or, to the best of the County's knowledge, threatened to issue, any order preventing or suspending the use of the Preliminary Official Statement or the Official Statement.

13. Any certificate signed by an authorized officer of the County delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter as to the statements made therein.

14. The County has not received any notice, directly or indirectly, from the Department of the Treasury, the IRS or any other entity or person contesting or questioning in any way the exemption from federal income taxation of the interest due on any of its bonds, nor to the knowledge of the County has any holder of any of its bonds received any such notice.

WITNESS our hands and the official seal of Oconee County, Georgia, this 29th day of July, 2015.

OCONEE COUNTY, GEORGIA

By: *Melvin Davis*
Chairman

(SEAL)

By: *James L. Breathouse*
Clerk