

EXECUTION, SIGNATURE, NO-LITIGATION AND OFFICERS' CERTIFICATE

May 1, 2020

Stifel Nicolaus & Company, Inc.
Atlanta, Georgia

Regions Bank
Atlanta, Georgia

Gray Pannell & Woodward LLP
Atlanta, Georgia

Re: \$8,210,000 Oconee County, Georgia General Obligation Taxable Refunding Bond
(Recreation Project), Series 2020

To the addressees:

We, the undersigned, DO HEREBY CERTIFY that we are the duly qualified and acting Chairman and Clerk of the Board of Commissioners (the "Board") 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 said State and has full legal right, power and authority to (i) adopt the resolution of the Board, dated March 31, 2020 (the "Bond Resolution"), authorizing, among other things, the issuance of the Oconee County, Georgia General Obligation Taxable Refunding Bond (Recreation Project), Series 2020 (the "Series 2020 Bond"), (ii) issue, execute and deliver the Series 2020 Bond, (iii) perform its obligations under the Bond Resolution and the Series 2020 Bond, (iv) execute, deliver and perform its obligations under the Bond Placement Agreement, dated April 1, 2020 (the "Bond Placement Agreement"), between the County and Stifel Nicolaus & Company, Inc. Atlanta, Georgia, the placement agent for the Series 2020 Bond, (v) execute, deliver and perform its obligations under the Escrow Deposit Agreement, dated as of May 1, 2020 (the "Escrow Deposit Agreement"), between the County and Regions Bank, Atlanta, Georgia, as escrow agent and paying agent for the Refunded Bonds (as defined in the Bond Resolution), (vi) levy the ad valorem tax necessary to pay the principal of, premium (if any) and interest on the Series 2020 Bond, and (vii) carry out the transactions contemplated by the foregoing documents.

2. The Bond Resolution has been duly adopted, entered into the meeting minutes of the Board, and constitutes the legal, valid and binding obligation of the Board. The Bond Resolution remains in full force and effect as of the date hereof and has not been amended, modified, revoked or rescinded. The Board has duly authorized all actions required to be taken by it for the (i) issuance, execution, delivery and due performance of the Series 2020 Bond; (ii) execution, delivery and due performance of the Bond Placement Agreement, and the Escrow Deposit; and (iii) execution, delivery and due performance of any and all such other agreements

and documents as may be required to be executed, delivered, or performed by the County in order to carry out, give effect to and consummate the transactions contemplated on its part hereby and by each of the aforementioned documents.

3. The Series 2020 Bond consists of a single amortizing bond in the principal amount of \$8,210,000, payable in semiannual installments of interest and annual installments of principal with the final payment due on January 1, 2033. The Series 2020 Bond shall bear interest at the rate per annum, and have such other terms as are set out in the form thereof and as set forth in the Bond Resolution.

4. The Board has authorized the execution, delivery and performance of the Series 2020 Bond, the Bond Placement Agreement, and the Escrow Deposit Agreement, and the Series 2020 Bond, the Bond Placement Agreement, and the Escrow Deposit Agreement constitute the legal, valid and binding obligations of the County, enforceable in accordance with their respective terms. The Series 2020 Bond, when issued, delivered and paid for as herein provided, will constitute a legal, valid and binding general obligation of the County enforceable in accordance with its terms and entitled to the benefits and security set forth in the Bond Resolution.

5. 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 Board, threatened against or affecting the County (or, to the knowledge of the Board, any meritorious basis therefore) (i) attempting to limit, enjoin or otherwise restrict or prevent the County from issuing the Series 2020 Bond, (ii) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the County or the validity or enforceability of the Series 2020 Bond, the Bond Resolution, the Bond Placement Agreement, the Escrow Deposit Agreement, or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the aforementioned documents; or (B) materially adversely affect the (1) financial condition or results of operations of the County; (2) transactions contemplated hereby or by the aforementioned documents; or (3) security for the Series 2020 Bond.

6. The adoption of the Bond Resolution and the execution, delivery and performance by the County of the Series 2020 Bond, the Bond Placement Agreement, the Escrow Deposit Agreement, and the other documents contemplated hereby and by the aforementioned documents, will not conflict with or constitute on the part of the County a violation of, breach of or default under (i) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the County is a party or by which the County is bound; or (ii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the County or any of its properties.

7. The County is not in breach of or default under the Bond Resolution, any (i) constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the County is a party or to which it is bound or (ii) order, rule or regulation of any court or governmental agency or body having jurisdiction over the County or any of its properties, which breach or default would in any way materially adversely affect the

authorization, issuance, execution, delivery or performance of the Series 2020 Bond, or the authorization or delivery of the Bond Placement Agreement or the Escrow Deposit Agreement, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

8. 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 2020 Bond, the adoption of the Bond Resolution, the execution and delivery of the Bond Placement Agreement and the Escrow Deposit Agreement, and the consummation of the transactions contemplated by the Bond Placement Agreement, the Escrow Deposit Agreement, 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.

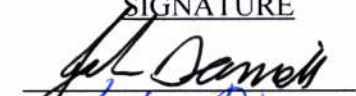

9. The County shall apply the proceeds from the sale of the Series 2020 Bond as specified in the Bond Resolution.

10. The County has not defaulted in the payment of principal or interest on any of its bonds, notes or other obligations.

11. The County acknowledges that JPMorgan Chase Bank, NA as purchaser of the Series 2020 Bond (the “Purchaser”) and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the refinancing of the County’s existing indebtedness to be evidenced by the Series 2020 Bond and any other information, materials or communications provided by the Purchaser and related thereto, the County agrees that: (a) the Purchaser and its representatives are not recommending an action to the County; (b) the Purchaser and its representatives are not acting as an advisor to the County and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the County; (c) the Purchaser and its representatives are acting for their own interests; and (d) the County has discussed the terms of the refinancing to be evidenced by the Series 2020 Bond, and all information, materials or communications related thereto with any and all internal and external advisors and experts that the County deems appropriate, including, without limitation, Stifel Nicolaus & Company, Inc., who is acting as placement agent for the Series 2020 Bond.

12. The County understands that the Purchaser, and its respective counsel and Bond Counsel, will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

WITNESS our hands and the official seal of the Board of Commissioners of Oconee County, Georgia, this the 1st day of May, 2020.

<u>SIGNATURE</u>	<u>OFFICIAL TITLE</u>	<u>EXPIRATION OF TERM</u>
	Chairman	12/31/2020
	Clerk	Serves at pleasure of the Board

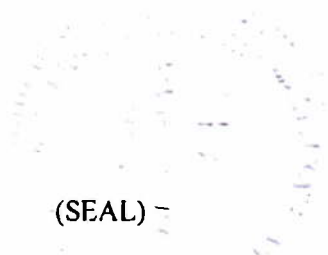


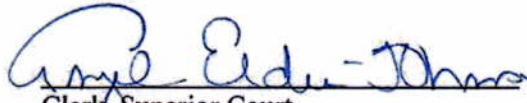
STATE OF GEORGIA

COUNTY OF OCONEE

I, Angela Elder-Johnson, Clerk of the Superior Court of Oconee County, Georgia, DO HEREBY CERTIFY that I did officially affix my manual signature to the certificate of validation endorsed upon the above-described bonds, and DO FURTHER CERTIFY that in the matter of the proceedings to validate said Bond, in the case of the STATE OF GEORGIA, Plaintiff, v. OCONEE COUNTY, GEORGIA, Defendant, being numbered Civil Action 2020 CV 106 H, in the Superior Court of Oconee County, that there were no proceedings had or papers filed other than the petition and complaint, rule nisi, acknowledgment of service, answer and judgment of validation; and, in particular, that no citizen, taxpayer or resident of said County or State, or other person intervened or in any way became a party to said proceeding; that the judgment of validation was entered on April 23, 2020; and that there has not been any notice of appeal or appeal filed in said case or to said judgment, or any proceeding of any kind questioning or appealing said judgment.

WITNESS my hand and official seal, this 1st day of May, 2020.



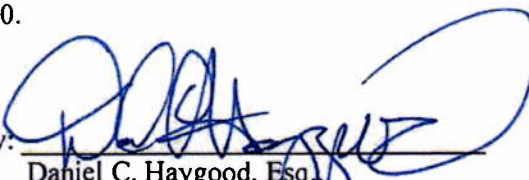

Clerk, Superior Court,
Oconee County, Georgia

(SEAL) -

* * * * *

THIS IS TO CERTIFY that Angela Elder-Johnson is the duly elected and qualified Clerk of the Superior Court of Oconee County, Georgia, and that the signature above subscribed is true and genuine.

GIVEN this 1st day of May, 2020.

By: 
Daniel C. Haygood, Esq.,
Counsel to Oconee County, Georgia

[Execution, Signature, No-Litigation and Officers' Certificate]