

ESCROW DEPOSIT AGREEMENT

THIS AGREEMENT made as of October 1, 2017, among OCONEE COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County") and REGIONS BANK, Atlanta, Georgia, as escrow agent (in such capacity, the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the County has heretofore issued \$7,095,000 in aggregate principal amount of Oconee County, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2009, dated November 5, 2009 (the "Series 2009 Bonds"); and

WHEREAS, the County has determined that it will refund all of the outstanding Series 2009 Bonds (the "Refunded Bonds"), which are currently outstanding and unpaid in the aggregate principal amount of \$1,735,000, maturing on September 1, in the years 2018 and 2019; and

WHEREAS, the Refunded Bonds are no longer outstanding, provision for the payment thereof having been made from the proceeds of the \$1,765,000 in aggregate principal amount of Oconee County, Georgia Water and Sewerage Taxable Refunding Revenue Bonds, Series 2017B (the "Series 2017B Bonds"); and

WHEREAS, the Refunded Bonds were limited obligations of the County and were payable solely from and secured by a first priority pledge of and lien on the revenues derived by the County from the ownership and operation of its water and sewerage system (the "System") after the payment of expenses of operating and maintaining the System (the "Net Revenues"); and

WHEREAS, the Refunded Bonds bear interest at the rates per annum and mature on September 1 of each of the years as more fully set forth in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, in anticipation of the beneficial result of providing at this time for the refunding of the Refunded Bonds, the County has deposited into the Escrow Deposit Fund created hereunder sufficient monies which will allow the Escrow Agent to purchase general and direct obligations of the United States of America the principal of and interest on which obligations, when due, will provide sufficient monies to pay, when due, the amount necessary to pay the principal of, redemption premium and interest on the Refunded Bonds as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The Refunded Bonds shall be refunded through payment as provided in this Agreement. There is hereby created by the County and ordered established with the Escrow Agent

a special separate and irrevocable trust fund to be designated “Oconee County, Georgia Water and Sewerage Escrow Deposit Fund, Series 2017” (the “Escrow Deposit Fund). The County hereby directs the Escrow Agent to deposit \$1,813,177.09 of the proceeds of the Series 2017B Bonds into the Escrow Deposit Fund and to apply \$1,813,177.00 of such moneys to the immediate purchase of the general and direct non-callable obligations of the United States of America which are described in Exhibit B attached hereto and by this reference incorporated herein (said general and direct non-callable obligations being herein called the “Acquired Obligations”) and to hold \$0.09 as a cash deposit.

2. The Escrow Agent acknowledges that it has appropriate evidence of ownership by it, as Escrow Agent, of the Acquired Obligations.

3. The County represents and warrants that, based on the verification report prepared by Causey Demgen & Moore Inc., a copy of whose report is attached hereto as Exhibit C and by this reference incorporated herein, the principal of and interest on the Acquired Obligations as and when due and payable and received in due course, will provide lawful money of the United States of America sufficient to pay principal and interest on the Refunded Bonds through September 1, 2019 (the “Defeasance Requirements,” as set forth in Exhibit D attached hereto).

4. The Escrow Agent acknowledges the establishment with it of the Escrow Deposit Fund, acknowledges that the Acquired Obligations have been deposited in said Escrow Deposit Fund, and agrees that any interest earned on the Acquired Obligations shall be held for the credit of the Escrow Deposit Fund.

5. The deposit of the Acquired Obligations in the Escrow Deposit Fund constitutes an irrevocable deposit thereof in trust solely for the purpose of making the payments described in Paragraph 3 hereof.

6. The Escrow Agent agrees to apply the cash monies and the proceeds of the Acquired Obligations deposited in the Escrow Deposit Fund, and the interest earned on said Acquired Obligations, in accordance with the provisions hereof.

7. The County hereby irrevocably authorizes and directs the Escrow Agent to transfer to The Bank of New York Mellon Trust Company, N.A., as paying agent for the Refunded Bonds, or its successors or assigns in such capacity (the “Series 2009 Paying Agent”) on or prior to the payment dates specified in Exhibit A the amounts specified for the Refunded Bonds together with instructions that such amounts be applied to the payment of the principal of and interest on the Refunded Bonds.

The Series 2009 Paying Agent agrees that it will continue to comply with the applicable and necessary provisions of the resolutions authorizing the Refunded Bonds which pertain to the payment, registration, transfer and exchange of the Refunded Bonds. Such provisions and the applicable and necessary provisions of the resolutions authorizing the Refunded Bonds pertaining to the replacement of lost, destroyed or mutilated bonds are specifically

incorporated herein by this reference thereto and the Series 2009 Paying Agent shall continue to abide by such provisions until the payment of the Refunded Bonds.

As soon as possible following the execution and delivery of this Agreement, the Escrow Agent shall mail by first-class mail, postage prepaid, to all registered owners of the Refunded Bonds, a notice substantially to the following effect:

* * *

PROVISION FOR PAYMENT NOTICE

OCONEE COUNTY, GEORGIA
WATER AND SEWERAGE REVENUE BONDS, SERIES 2009
DATED NOVEMBER 5, 2009

The holders and owners of all of the outstanding Oconee County, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2009, maturing September 1, in the years 2018 through 2019, inclusive (the "Refunded Bonds"), issued by Oconee County, Georgia, are hereby notified that Regions Bank, Atlanta, Georgia, as Escrow Agent, has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated as of October 1, 2017, between the County and Regions Bank, as Escrow Agent, general and direct obligations of the United States of America the principal of and interest on which obligations, when due, will provide moneys sufficient to pay the principal and interest on the Refunded Bonds, as the same become due and payable, through September 1, 2019. The Escrow Agent shall collect the principal of and interest on such obligations and shall transfer the same to The Bank of New York Mellon Trust Company, N.A., as Paying Agent for the Refunded Bonds, or its successors or assigns, for application to the payment of the principal of, redemption premium and interest on the Refunded Bonds.

All of the Refunded Bonds are now deemed to have been paid, and the holders and owners of the Refunded Bonds shall hereafter be limited to the application of such cash moneys or general and direct obligations of the United States of America for payment of the principal of and interest on the Refunded Bonds.

Refunded Bonds

<u>CUSIP</u>	<u>Maturity</u>	<u>Amount</u>	<u>Rate</u>
675568 CH0	September 1, 2018	\$900,000	5.00%
675568 CJ6	September 1, 2019	835,000	4.00

This notice is for information purposes only and does not require any action at this time.

Dated October __, 2017

* * *

The Series 2009 Paying Agent represents and warrants that all principal and interest which became due and payable on the Refunded Bonds prior to the execution and delivery of this Agreement have been paid by the Series 2009 Paying Agent or the Series 2009 Paying Agent is holding money sufficient to make such payments.

The Escrow Agent acknowledges and accepts the foregoing direction and authorization. The liability of the Escrow Agent for the payment of the principal of, redemption premium and interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the proceeds of the Acquired Obligations available for such purposes in the Escrow Deposit Fund.

8. The Escrow Agent shall maintain full and complete records of all assets and funds held by the Escrow Agent from time to time under this Agreement, and of all receipts and disbursements hereunder, and shall furnish the County reports thereof upon written request, subject to such reasonable regulations or restrictions as the Escrow Agent may from time to time impose.

9. Immediately after September 1, 2019 any monies and securities remaining in the Escrow Deposit Fund, if any, after payment of all amounts payable therefrom as described in Paragraph 3 of this Agreement or retention by the Escrow Agent of amounts sufficient to make such payments not theretofore made, shall be paid over to the County and this Agreement and the rights hereby granted shall thereupon cease, determine and be void, but such termination of this Agreement shall not affect the obligation of the Series 2009 Paying Agent with respect to payments of the amounts payable to the holders of the Refunded Bonds, whether or not such Bonds and coupons appertaining thereto may have been presented for payment on the date of termination of this Agreement.

10. The creation and establishment of the Escrow Deposit Fund for the purposes herein specified shall be irrevocable. The holders and owners of the Refunded Bonds shall have an express lien on the aforesaid Acquired Obligations and all cash monies in said fund from time to time until paid out, used and applied in accordance with this Agreement.

11. The County hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against at any time, the Escrow Agent (whether or not also indemnified against the same by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Deposit Fund, the acceptance of the money deposited therein, the purchase of the Acquired Obligations, the retention of the Acquired Obligations or the proceeds thereof and any payment, transfer or other application of funds or Acquired Obligations by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the County expressly does not indemnify the Escrow Agent against its own gross negligence or willful misconduct. Except as to the holders of the Refunded Bonds, in no event shall the County or the Escrow Agent be liable to any person by reason of the transactions

contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement or the sooner resignation of the Escrow Agent.

12. The Escrow Agent acknowledges that it will, by virtue of its services hereunder, have no lien or right of set-off on the Acquired Obligations or any other moneys in the Escrow Deposit Fund for payment of its fees and expenses for acting as Escrow Agent hereunder, for acting as paying agent and bond registrar with respect to the Refunded Bonds, or for mailing the notices as specified in paragraph 7 above. The Escrow Agent agrees that it will bill the County for its services and expenses at its standard rates on an annual basis and shall have no rights against the Escrow Deposit Fund therefor.

13. This Agreement is made for the benefit of the County and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the written consent of the County and the Escrow Agent; provided, that the County and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, in order to (a) cure any ambiguity or formal defect or omission in this Agreement; (b) grant to, or confer upon, the Escrow Agent for the benefit of such holders any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; (c) subject to this Agreement additional funds, securities or properties; or (d) make such changes as may be required, in the opinion of counsel of recognized experience with respect to federal income tax aspects of municipal securities, to preserve the exemption from federal income taxation of interest on the Refunded Bonds or any other obligations of the County hereafter issued; provided, such change does not adversely affect the amounts of funds which would otherwise be available hereunder for payment of principal and interest requirements of, and redemption premium with respect to, the Refunded Bonds when due. With respect to any amendment to this Agreement, the Escrow Agent may request and conclusively rely upon an opinion of counsel to the effect that such amendment is authorized or permitted by this Agreement.

14. If any one or more of the covenants or agreements provided in this Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions hereof, and the remaining portions of this Agreement shall in any event be construed to accomplish the purpose of this Agreement of providing for the payment in full of the principal of and interest on the Refunded Bonds and the redemption premium with respect thereto as provided herein.

15. This Agreement may be executed in several counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

16. It is expressly understood and agreed that the Escrow Agent's duties and obligations in connection with this Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent may consult with counsel with respect to any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by the Escrow Agent in good faith upon the advice of such counsel. The Escrow Agent may act through its agents and attorneys and shall not be responsible for any misconduct or negligence on the part of any such person so appointed with due care. The Escrow Agent may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent shall not be liable for any action taken or neglected to be taken in performing or attempting to perform its obligations hereunder other than for its gross negligence or willful misconduct. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

17. The Escrow Agent may resign at any time upon thirty (30) days notice to the County; provided however, no resignation shall be effective until a successor escrow agent has been appointed by the County. If no successor escrow agent has been appointed and accepted its duties within forty-five (45) days of the Escrow Agent's giving notice of resignation, then the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent until a successor shall have been appointed as above provided. The County may, from time to time, designate a successor Escrow Agent; provided said Escrow Agent complies with all of the provisions of this Agreement.

18. It is acknowledged and agreed that the County approved the designation of Regions Bank, Atlanta, Georgia as successor paying agent for the Series 2009 Bonds. Upon the effective date of such transfer, this Agreement is hereby amended to provide that Regions Bank shall be the Series 2009 Paying Agent hereunder.

19. The provisions of this Agreement shall be governed by the laws of the State

of Georgia without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officer or officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

OCONEE COUNTY, GEORGIA

By: *J. L. O'Connell*
Chairman

(SEAL)

Attest:

Katelyn King
Clerk



(signature of Escrow Agent and Series 2009 Paying Agent on next pages)

REGIONS BANK, Atlanta, Georgia, Escrow Agent

By:  _____

Title: Vice President _____

ACKNOWLEDGED:

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., Atlanta, Georgia, as Paying
Agent for the Series 2009 Bonds**

By:

Stephanie Matthews

Title:

Vice President

EXHIBIT A

**REFUNDED BONDS
DEBT SERVICE REQUIREMENTS**

See Exhibit B to Verification Report (Exhibit C attached hereto).

EXHIBIT B

**OCONEE COUNTY, GEORGIA
WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS
SERIES 2017**

**ESCROW ACCOUNT DISBURSEMENT REQUIREMENTS
FOR THE REFUNDED BONDS
AS OF OCTOBER 17, 2017**

Payment Date	Rate	Payment For		
		Maturing Principal	Interest	Total
01-Mar-18			\$39,200.00	\$39,200.00
01-Sep-18	5.000%	\$900,000.00	39,200.00	939,200.00
01-Mar-19			16,700.00	16,700.00
01-Sep-19	4.000%	835,000.00	16,700.00	851,700.00
		<u>\$1,735,000.00</u>	<u>\$111,800.00</u>	<u>\$1,846,800.00</u>

EXHIBIT B
TO
ESCROW DEPOSIT AGREEMENT

ACQUIRED OBLIGATIONS

See Exhibits A-1 and A-2 to Verification Report (Exhibit C attached hereto).

**OCONEE COUNTY, GEORGIA
WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS
SERIES 2017**

**CASH RECEIPTS FROM THE ESCROWED SECURITIES
AS OF OCTOBER 17, 2017**

	\$34,434.00	\$922,676.00	\$10,498.00	\$845,569.00	
	1.100000%	1.280000%	1.370000%	1.450000%	Total
Payment	SLGS (1)	SLGS (1)	SLGS (2)	SLGS (2)	Cash
Date	01-Mar-18	01-Sep-18	01-Mar-19	01-Sep-19	Receipts
01-Mar-18	\$34,574.09		\$53.64	\$4,572.38	\$39,200.11
01-Sep-18		\$932,997.84	71.91	6,130.38	939,200.13
01-Mar-19			10,569.91	6,130.38	16,700.29
01-Sep-19				851,699.38	851,699.38
	<u>\$34,574.09</u>	<u>\$932,997.84</u>	<u>\$10,695.46</u>	<u>\$868,532.52</u>	<u>\$1,846,799.91</u>

(1) U.S. Treasury Certificate of Indebtedness (State and Local Government Series).

(2) U.S. Treasury Note or Bond (State and Local Government Series).

**OCONEE COUNTY, GEORGIA
WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS
SERIES 2017**

**DESCRIPTION OF THE ESCROWED SECURITIES
AS OF OCTOBER 17, 2017**

Type	Settlement Date	Maturity Date	Par Amount	Coupon Rate	Price	Total Cost
SLGS	17-Oct-17	01-Mar-18	\$34,434.00	1.100%	100.000000%	\$34,434.00
SLGS	17-Oct-17	01-Sep-18	922,676.00	1.280%	100.000000%	922,676.00
SLGS	17-Oct-17	01-Mar-19	10,498.00	1.370%	100.000000%	10,498.00
SLGS	17-Oct-17	01-Sep-19	845,569.00	1.450%	100.000000%	845,569.00
			<u>\$1,813,177.00</u>			<u>\$1,813,177.00</u>

EXHIBIT C
TO
ESCROW DEPOSIT AGREEMENT
VERIFICATION REPORT

OCONEE COUNTY, GEORGIA

**VERIFICATION REPORT FOR THE
WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS
SERIES 2017**

CAUSEY DEMGEN & MOORE P.C.
Certified Public Accountants and Consultants

October 17, 2017

Oconee County
23 North Main Street
Watkinsville, Georgia 30677

Gray Pannell & Woodward LLP
3060 Peachtree Road, Suite 730
Atlanta, Georgia 30305

Stifel, Nicolaus & Company, Incorporated
3630 Peachtree Road N.E., Suite 400
Atlanta, Georgia 30326

We have completed our engagement to verify the mathematical accuracy of the computations relating to (a) the adequacy of cash plus U.S. Treasury Securities to be held in escrow to pay the debt service requirements of the Water and Sewerage Refunding Revenue Bonds, Series 2009 (herein referred to as the "Refunded Bonds") issued by Oconee County, Georgia (herein referred to as the "County") and (b) the yield on the escrowed securities. We express no opinion as to the attainability of the assumptions underlying the computations or the tax-exempt status of the Refunded Bonds. Our verification was performed solely on the information contained in certain schedules of proposed transactions provided by Stifel, Nicolaus & Company, Incorporated (herein referred to as the "Underwriter"). In the course of our engagement to verify the mathematical accuracy of the computations in the schedules provided to us, we prepared Exhibits A through C attached hereto and made a part hereof.

The scope of our engagement consisted of performing the procedures described herein. These procedures were performed in a manner that we deem to be appropriate.

The accompanying exhibits of proposed transactions were prepared on the basis of assumptions underlying the computations and in accordance with the procedures described herein. We did not independently confirm the information used with outside parties.

OUR UNDERSTANDING OF THE TRANSACTION

The County intends to issue its Water and Sewerage Taxable Refunding Revenue Bonds, Series 2017 (herein referred to as the "Refunding Bonds"), as federally taxable obligations, on October 17, 2017 to advance refund the Refunded Bonds. A portion of the proceeds of the Refunding Bonds will be used, together with certain amounts to be contributed from the principal and interest funds associated with the Refunded Bonds, to purchase U.S. Treasury Securities and to provide cash that will be placed into an escrow account to advance refund the Refunded Bonds.

The Escrow Agent will pay the debt service requirements of the Refunded Bonds on each scheduled payment date through and including September 1, 2019. The Refunded Bonds are not subject to optional redemption prior to maturity.

ESCROW ACCOUNT TRANSACTIONS

We verified the mathematical accuracy of the accompanying calculations of the escrow account transactions proposed to advance refund the Refunded Bonds.

The presently outstanding debt service requirements of the Refunded Bonds will be satisfied by the purchase of U.S. Treasury Securities (as described in Exhibit A-2) plus \$0.09 in cash. The securities and cash will be placed in an irrevocable escrow account and held therein until the debt service requirements of the Refunded Bonds are paid as previously described.

We read a copy of the Official Statement for the Refunded Bonds insofar as these obligations are described with respect to principal amounts, interest rates and maturity dates. We assumed this document to be accurate and all debt service payments on the Refunded Bonds to be current as of October 17, 2017. We compared the above information set forth in this Official Statement with the related information contained in the schedules provided to us and found the information to be consistent.

We compared the subscribed interest rates of the U.S. Treasury Securities (State and Local Government Series) to be purchased and placed in escrow with the maximum allowable interest rates as published in the SLGS Daily Rate Table by the Bureau of the Fiscal Service for October 3, 2017 and found the subscribed rates to be less than or equal to the maximum allowable rates that were in effect on the subscription date for each applicable maturity date.

Based on the assumptions, procedures and information set forth above, the computations provided to us and represented in Exhibits A through B, which indicate that the cash and securities proposed to be placed in escrow by the County will produce the amounts necessary to provide for the timely payment of the proposed debt payment schedule on the Refunded Bonds, are mathematically correct.

YIELD ON THE INVESTMENT IN THE ESCROWED OBLIGATIONS PURCHASED TO REFUND THE REFUNDED BONDS

We verified the mathematical accuracy of the accompanying computation of the yield on the investment in the escrowed U.S. Treasury Securities purchased to refund the Refunded Bonds based on an assumed settlement date of October 17, 2017 and a purchase price of \$1,813,177.00. For purposes of this calculation, yield is defined as the rate of interest which, using the assumptions and procedures set forth herein, discounts the cash receipts from the escrowed securities to an amount equal to the purchase price of the escrowed securities. The computations were made using a 360-day year with interest compounded semi-annually and were based on the dates the funds are to be received in the escrow account, and assume that all cash balances are not reinvested.

Based upon the assumptions, procedures and information set forth above, the computations provided to us and represented in Exhibit C, which indicate that the yield on the escrowed securities purchased to refund the Refunded Bonds is 1.39101%, are mathematically correct.

USE OF THIS REPORT

It is understood that this report is solely for the information of and assistance to the addressees hereof in connection with the issuance of the Refunding Bonds and is not to be used, relied upon, circulated, quoted or otherwise referred to for any other purpose without our written consent, except that (i) reference may be made to the report in the Official Statement for the Refunding Bonds, (ii) reference may be made to the report in the purchase contract or in any closing documents pertaining to the issuance of the Refunding Bonds, (iii) the report may be used in its entirety as an exhibit to the escrow agreement for the Refunded Bonds, (iv) the report may be included in the transcripts pertaining to the issuance of the Refunding Bonds, (v) the report may be relied upon by Bond Counsel in connection with its opinion concerning the Refunded Bonds, (vi) the report may be relied upon by any rating agency or bond insurer that shall have rated or insured or that will rate or insure the Refunded Bonds or the Refunding Bonds, and (vii) the report may be relied upon by the Escrow Agent for the Refunded Bonds.

* * * * *

The scope of our engagement is deemed by the addressees hereto to be sufficient to assist such parties in evaluating the mathematical accuracy of the various computations cited above. The sufficiency of this scope is solely the responsibility of the specified users of this report and should not be taken to supplant any additional inquiries or procedures that the users would undertake in their consideration of the issuance of the bonds related to the transaction described herein. We make no representation regarding the sufficiency of the scope of this engagement. This report should not be used by any party who does not agree to the scope set forth herein and who does not take responsibility for the sufficiency and appropriateness of such scope for their purposes.

We have no obligation to update this report because of events, circumstances, or transactions occurring subsequent to the date of this report.

Very truly yours,

Causesy Jamgon & Moore P.C.

EXHIBIT A

OCONEE COUNTY, GEORGIA
WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS
SERIES 2017

ESCROW ACCOUNT CASH FLOW
AS OF OCTOBER 17, 2017

Date	Cash Receipts From U.S. Treasury Securities (Exhibit A-1)	Cash Disbursements From Escrow (Exhibit B)	Cash Balance
Beginning			
Balance:			\$0.09
01-Mar-18	\$39,200.11	\$39,200.00	0.20
01-Sep-18	939,200.13	939,200.00	0.33
01-Mar-19	16,700.29	16,700.00	0.62
01-Sep-19	851,699.38	851,700.00	0.00
	<u>\$1,846,799.91</u>	<u>\$1,846,800.00</u>	

OCONEE COUNTY, GEORGIA
WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS
SERIES 2017

CASH RECEIPTS FROM THE ESCROWED SECURITIES
AS OF OCTOBER 17, 2017

	\$34,434.00	\$922,676.00	\$10,498.00	\$845,569.00	
	1.100000%	1.280000%	1.370000%	1.450000%	Total
Payment	SLGS (1)	SLGS (1)	SLGS (2)	SLGS (2)	Cash
Date	01-Mar-18	01-Sep-18	01-Mar-19	01-Sep-19	Receipts
01-Mar-18	\$34,574.09		\$53.64	\$4,572.38	\$39,200.11
01-Sep-18		\$932,997.84	71.91	6,130.38	939,200.13
01-Mar-19			10,569.91	6,130.38	16,700.29
01-Sep-19				851,699.38	851,699.38
	<u>\$34,574.09</u>	<u>\$932,997.84</u>	<u>\$10,695.46</u>	<u>\$868,532.52</u>	<u>\$1,846,799.91</u>

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(2) U.S. Treasury Note or Bond (State and Local Government Series).

**OCONEE COUNTY, GEORGIA
WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS
SERIES 2017**

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AS OF OCTOBER 17, 2017**

Type	Settlement Date	Maturity Date	Par Amount	Coupon Rate	Price	Total Cost
SLGS	17-Oct-17	01-Mar-18	\$34,434.00	1.100%	100.000000%	\$34,434.00
SLGS	17-Oct-17	01-Sep-18	922,676.00	1.280%	100.000000%	922,676.00
SLGS	17-Oct-17	01-Mar-19	10,498.00	1.370%	100.000000%	10,498.00
SLGS	17-Oct-17	01-Sep-19	845,569.00	1.450%	100.000000%	845,569.00
			<u>\$1,813,177.00</u>			<u>\$1,813,177.00</u>

EXHIBIT B

**OCONEE COUNTY, GEORGIA
WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS
SERIES 2017**

**ESCROW ACCOUNT DISBURSEMENT REQUIREMENTS
FOR THE REFUNDED BONDS
AS OF OCTOBER 17, 2017**

Payment Date	Rate	Payment For		
		Maturing Principal	Interest	Total
01-Mar-18			\$39,200.00	\$39,200.00
01-Sep-18	5.000%	\$900,000.00	39,200.00	939,200.00
01-Mar-19			16,700.00	16,700.00
01-Sep-19	4.000%	835,000.00	16,700.00	851,700.00
		<u>\$1,735,000.00</u>	<u>\$111,800.00</u>	<u>\$1,846,800.00</u>

EXHIBIT C

**OCONEE COUNTY, GEORGIA
WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS
SERIES 2017**

**YIELD ON THE ESCROWED SECURITIES
AS OF OCTOBER 17, 2017**

Date	Total Cash Receipts From U.S. Treasury Securities (Exhibit A)	Present Value at October 17, 2017 Using a Semi-Annually Compounded Yield of 1.39101%
01-Mar-18	\$39,200.11	\$38,998.37
01-Sep-18	939,200.13	927,912.98
01-Mar-19	16,700.29	16,385.63
01-Sep-19	851,699.38	829,880.02
	<u>\$1,846,799.91</u>	<u>\$1,813,177.00</u>

Total Cost of the Securities \$1,813,177.00

EXHIBIT D

**OCONEE COUNTY, GEORGIA
WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS
SERIES 2017**

**ESTIMATED SOURCES AND USES OF FUNDS
AS OF OCTOBER 17, 2017**

Sources of Funds:

Par Value of Bonds	\$1,765,000.00
Original Issue Premium	8,589.10
Interest Fund Contribution	6,533.33
Principal Fund Contribution	75,000.00
Total Sources of Funds	<u>\$1,855,122.43</u>

Uses of Funds:

Beginning Escrow Account Cash Balance	\$0.09
Cost of the Escrowed Securities	1,813,177.00
Issuance Costs	25,876.45
Underwriter's Discount	13,237.50
Contingency	2,831.39
Total Uses of Funds	<u>\$1,855,122.43</u>

**OCONEE COUNTY, GEORGIA
WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS
SERIES 2017**

**REFUNDING BOND DEBT SERVICE REQUIREMENTS AND PRODUCTION
AS OF OCTOBER 17, 2017**

(FOR INFORMATIONAL PURPOSES ONLY)

Payment Date	Rate	Payment For		Total Debt Payment	Reoffering Price	Original Issue Premium/ (Discount)	Total Production
		Principal	Interest				
01-Mar-18			\$13,139.44	\$13,139.44			
01-Sep-18	2.000%	\$925,000.00	17,650.00	942,650.00	100.430%	\$3,977.50	\$928,977.50
01-Mar-19			8,400.00	8,400.00			
01-Sep-19	2.000%	840,000.00	8,400.00	848,400.00	100.549%	4,611.60	844,611.60
		<u>\$1,765,000.00</u>	<u>\$47,589.44</u>	<u>\$1,812,589.44</u>		<u>\$8,589.10</u>	<u>\$1,773,589.10</u>

EXHIBIT D
TO
ESCROW DEPOSIT AGREEMENT
DEFEASANCE REQUIREMENTS

See Exhibit B to Verification Report (Exhibit C attached hereto).

EXHIBIT B

**OCONEE COUNTY, GEORGIA
WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS
SERIES 2017**

**ESCROW ACCOUNT DISBURSEMENT REQUIREMENTS
FOR THE REFUNDED BONDS
AS OF OCTOBER 17, 2017**

Payment Date	Rate	Payment For		
		Maturing Principal	Interest	Total
01-Mar-18			\$39,200.00	\$39,200.00
01-Sep-18	5.000%	\$900,000.00	39,200.00	939,200.00
01-Mar-19			16,700.00	16,700.00
01-Sep-19	4.000%	835,000.00	16,700.00	851,700.00
		<u>\$1,735,000.00</u>	<u>\$111,800.00</u>	<u>\$1,846,800.00</u>