

A RESOLUTION PROVIDING FOR: (1) THE ISSUANCE, EXECUTION AND DELIVERY OF [\$Par Amount] IN AGGREGATE PRINCIPAL AMOUNT OF HABERSHAM COUNTY, GEORGIA GENERAL OBLIGATION BONDS, SERIES 2026; (2) THE APPROVAL, EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; (3) THE NAMING OF A BOND REGISTRAR AND PAYING AGENT FOR SAID BONDS; (4) THE ESTABLISHMENT OF A CONSTRUCTION FUND FOR SAID BONDS AND THE NAMING OF A CONSTRUCTION FUND CUSTODIAN; (5) THE ADOPTION OF A FORM TO WHICH SAID BONDS SHALL ADHERE; (6) THE PREPARATION OF A TAX DIGEST AND THE LEVY OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; (7) THE APPROVAL, EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE AND AN OFFICIAL STATEMENT RELATING TO SAID BONDS; AND (8) FOR OTHER RELATED PURPOSES:

WHEREAS, the Habersham County Board of Commissioners (the “Board of Commissioners”), the body charged with managing the affairs of Habersham County, Georgia (the “County”), has caused a thorough study to be made of the need for a new jail in the County (the “Jail”), and such investigation discloses the urgent need for such Jail; and

WHEREAS, the Board of Commissioners has determined that the most feasible plan for financing the Jail is for the County to issue up to \$52,000,000 in aggregate principal amount of its general obligation bonds (the “Debt”); and

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “Sales and Use Tax Act”) authorizes the continuation of a one percent sales and use tax (the “Sales and Use Tax”) for the purpose of financing certain capital outlay projects and retiring certain general obligation debt; and

WHEREAS, at an election duly called and held in Habersham County, Georgia (the “County”) on November 4, 2025 (the “Election”), after notice thereof had been given of the time of the election in the manner required by law, a majority of the registered voters of the County voting in the Election voted in favor of (a) the issuance of the Debt and the continuation of the Sales and Use Tax for a period of time of six years for the purpose of funding (a) (i) a portion of the payment of the debt service on the Debt during the term of the Sales and Use Tax (the “Debt Service”) and (ii) certain capital outlay projects of the County (the “County Projects”) and (b) certain capital outlay projects for the City of Alto, Georgia, the City of Baldwin, Georgia, the City of Clarkesville, Georgia, the City of Cornelia, Georgia, the City of Demorest, Georgia, the City of Mount Airy, Georgia and the City of Tallulah Falls, Georgia (collectively, the “Cities”); and

WHEREAS, the County and the Cities entered into an Intergovernmental Agreement dated July 28, 2025 (the “Intergovernmental Agreement”) pursuant to which each month, the first \$277,778 of Sales and Use Tax proceeds will be retained by the County and used

to pay debt service on the Debt during the term of the Sales and Use Tax, and the remaining proceeds will be divided 68.997/31.003 between the County and the Cities; and

WHEREAS, the Board of Commissioners proposes issuing [\$Par Amount] of the Debt authorized in the form of its General Obligation Bonds, Series 2026 (the “Bonds”) in order to pay the costs of (a) the Jail, (b) capitalized interest (if any), and (c) issuing the Bonds; and

WHEREAS, Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) has offered to purchase the Bonds pursuant to the terms contained in a Bond Purchase Agreement, dated August 17, 2026 (the “Bond Purchase Agreement”), between the Underwriter and the County; and

WHEREAS, it is necessary for the County to prepare a tax digest and to levy a tax on all of the property subject to taxation for general obligation bond purposes in the County for the purpose of paying the principal of and interest on the Bonds as the same becomes due; and

WHEREAS, it is necessary for the County to designate a Bond Registrar and Paying Agent to act on its behalf with respect to the Bonds; and

WHEREAS, it is necessary for the County to establish a construction fund with respect to the Bonds and to designate a custodian with respect to such construction fund; and

WHEREAS, it is necessary for the County to adopt a form to which the Bonds shall adhere and to provide for the execution and delivery of the Bonds and other matters in connection with the issuance and delivery of the Bonds; and

WHEREAS, it is necessary for the County to authorize the execution and delivery of a Continuing Disclosure Certificate, dated August 17, 2026 (the “Continuing Disclosure Certificate”); and

WHEREAS, it is necessary for the County to authorize the execution and delivery of a Paying Agent and Registrar Agreement, dated as of August 1, 2026 (the “Paying Agency Agreement”), between the County and Regions Bank, Atlanta, Georgia, as Paying Agent and Bond Registrar and the execution and delivery of a Custodial Agreement, dated as of August 1, 2026 (the “Custodial Agreement”), between the County and Regions Bank, as Construction Fund Custodian; and

WHEREAS, it is necessary for the County to ratify the distribution of a Preliminary Official Statement, dated August 13, 2026 (the “Preliminary Official Statement”) and to authorize the execution and distribution of an Official Statement, dated August 17, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. Terms of Bonds; Payment. The issuance of [\$Par Amount] in aggregate principal amount of Bonds is hereby authorized. The Bonds shall be designated as the

“Habersham County, Georgia General Obligation Bonds, Series 2026.” The Bonds shall be dated their date of issuance, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall be numbered R-1 upward. The Bonds shall bear interest from their date at the rates per annum set forth below (based upon a 360-day year comprised of twelve 30-day months) until paid as more specifically provided in the form of the Bonds. Interest shall be payable on April 1 and October 1 (each such date, an “Interest Payment Date”) in each year, commencing October 1, 2026. The principal shall mature on the 1st day of April in the years and amounts as follows:

Payment Date	Principal	Rate
2028	\$ [825,000]	[]%
2029	[855,000]	
2030	[910,000]	
2031	[950,000]	
2032	[1,000,000]	
2033	[1,055,000]	
2034	[2,275,000]	
2035	[2,390,000]	
2036	[2,510,000]	
2037	[2,635,000]	
2038	[2,765,000]	
2039	[2,905,000]	
2040	[3,050,000]	
2041	[3,205,000]	
2042	[3,365,000]	

Section 2. Medium and Places of Payment. Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America. The Bonds shall initially be held in Book-Entry Form. So long as the Bonds are held in Book-Entry Form, the principal of and interest on the Bonds shall be paid in accordance with Section 16 hereof. In the event that the Bonds are no longer held in Book-Entry Form, the principal of and interest on the Bonds shall be payable by the Paying Agent as more specifically provided in the form of the Bonds.

Section 3. Authentication of Bonds. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar shall be deemed to be validly issued hereunder. No Bonds shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been executed by the Bond Registrar, and such executed certificate of the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. It shall not be necessary that the same authorized signatory sign the certificate of authentication on all of the Bonds.

Section 4. Transfer and Exchange of Bonds. The Bond Registrar shall cause books for the registration of transfer of the Bonds to be kept. So long as the Bonds are held in Book-Entry Form, the registration of transfers and exchanges of the Bonds shall be in accordance with Section 16 hereof.

In the event that the Bonds are no longer held in Book-Entry Form, Bonds may be registered as transferred only upon the registration books kept for that purpose at the designated corporate trust office of the Bond Registrar as more specifically provided in the form of the Bonds. In the event that the Bonds are no longer held in Book-Entry Form, the Bonds may be exchanged at the designated corporate trust office of the Bond Registrar as more specifically provided in the form of the Bonds. The County shall execute, and the Bond Registrar shall authenticate and deliver, Bonds which the Bondholder making such exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

All Bonds surrendered upon any registration of transfer or exchange as provided for in this resolution shall be promptly canceled by the Bond Registrar and shall not be reissued. Upon request of the County a certificate evidencing such cancellation shall be furnished by the Bond Registrar to the County.

Section 5. Registered Owners. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 6. Continuing Request. The inclusion of the foregoing provisions shall constitute (a) a continuing request from the County to the Clerk of the Superior Court of Habersham County, unless his or her signature shall occur by facsimile, to execute the certificate of validation on any replacement Bonds issued pursuant hereto, and (b) the appointment of the Bond Registrar as agent for the County to do any and all things necessary to affect any replacement, exchange or registration of transfer.

Section 7. Mutilated or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed or lost, the County may cause to be executed, authenticated and delivered a new Bond of like date and tenor in exchange or substitution for any such Bond upon, in the case of mutilated Bonds, surrender of such Bonds, or in the case of destroyed or lost Bonds, the owners filing with the County, the Paying Agent and the Bond Registrar evidence satisfactory to them that such Bond was destroyed or lost and providing indemnity satisfactory to them. If any such Bond shall have matured, instead of issuing a new Bond, the County may pay the same.

Section 8. Redemption. The redemption provisions are set forth in the form of the Bonds.

Section 9. Designation of Paying Agent. Regions Bank, Atlanta, Georgia, is hereby designated to act as Authenticating Agent, Bond Registrar, and Paying Agent with respect to the Bonds.

Section 10. Debt Service Schedule. For the purpose of paying the principal of and interest on the Bonds, it is necessary to raise by a tax on all the taxable property in the County subject to taxation for bond purposes, the sums in each of the years as more fully set forth in **Exhibit A** attached hereto and made a part hereof.

Section 11. Preparation of Tax Digest. Prior to the issuance of the Bonds and each year that the Bonds are outstanding, the appropriate person at the County is hereby directed to ascertain from the tax returns made to the Tax Commissioner of the County, and from the tax returns made to the Commissioner of the Department of Revenue of the State of Georgia, the total value of all the property in the County subject to taxation for general obligation bond purposes, and to prepare a digest of all such property.

Section 12. Tax Levy. There is hereby levied an annual tax upon all the property within the County subject to taxation for general obligation bond purposes, at such rate as will raise the amount of principal and interest to be collected in each year listed in **Exhibit A**. Such tax is irrevocably pledged to the payment of the principal of and interest on the Bonds. Provisions shall be made in each year in the annual appropriation process to meet the requirements of this resolution.

Section 13. Execution of Bonds. The Bonds shall be executed for and on behalf of the County by the manual or duly authorized reproduced facsimile signature of the Chairman of the Board of Commissioners (the "Chairman") and the seal of the County shall be impressed or imprinted thereon and attested by the manual or duly authorized reproduced facsimile signature of the Clerk of the County. In case any officer whose signature shall be affixed to the Bonds or who shall have sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, the Bonds, nevertheless, shall be valid Bonds of the County and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the County when the Bonds shall be actually delivered.

Section 14. Bond Form. The Bonds, the certificate of validation and the provision for registration shall be in substantially the following form:

(FORM OF BOND)

UNITED STATES OF AMERICA

STATE OF GEORGIA

HABERSHAM COUNTY, GEORGIA

GENERAL OBLIGATION BOND, SERIES 2026

No. R- _____ Dated Date: August [27], 2026 \$ _____
Maturity Date: [April] 1, 20__ Interest Rate: _____% CUSIP: _____

KNOW ALL MEN BY THESE PRESENTS: That Habersham County, Georgia (the “County”), hereby acknowledges itself to owe, and for value received hereby promises to pay to pay to Cede & Co., as nominee of The Depository Trust Company (“DTC”) or its registered assigns, in lawful money of the United States of America, the principal sum shown above on the date indicated above, and interest hereon at the rate per annum set forth above (computed on the basis of a 360-day year comprised of twelve 30-day months), from the Interest Payment Date (hereinafter defined) next preceding the date of authentication and registration hereof to which interest has previously been paid (unless the date of authentication and registration hereof is prior to the first Interest Payment Date, in which event from the dated date, or unless the date of authentication and registration is an Interest Payment Date, in which event from the date of authentication hereof, or unless the date of authentication and registration hereof is after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event from such next succeeding Interest Payment Date) until payment of the principal amount hereof. The interest on this bond shall be paid on April 1 and October 1 in each year (each an “Interest Payment Date”), commencing October 1, 2026, to the person in whose name this bond is registered at the close of business on the 15th day of the calendar month preceding each Interest Payment Date (each such date a “Record Date”). This bond shall initially be held in book-entry form (“Book-Entry Form”). As long as this bond is held in Book-Entry Form, both principal of and interest on this bond shall be payable in accordance with the rules of DTC or its successor depository (the “Securities Depository”). If this bond is no longer held in Book-Entry Form, the principal of this bond shall be paid upon presentation and surrender hereof at the designated corporate trust office of Regions Bank, as Paying Agent and Bond Registrar. If this bond is no longer held in Book-Entry Form, interest on this bond shall be paid by check or draft, drawn on the Paying Agent, and mailed, by first class mail, postage prepaid, to the person in whose name this bond is registered as of the Record Date notwithstanding any registration of transfer or exchange subsequent to such Record Date and prior to such Interest Payment Date; provided, however, in the event that the owner of this bond owns at least \$1,000,000 in aggregate principal amount of bonds and if the registered owner of this bond supplies wire instructions to the Paying Agent on or prior to the Record Date, then interest on this bond shall be paid by wire transfer in accordance with such instructions.

This bond is one of a duly authorized issue of like tenor except as to numbers, denominations, interest rates and dates of maturity aggregating in the principal amount of [\$Par Amount] (the “Bonds”). The proceeds of the sale of the Bonds will be used to pay the costs of (a) constructing a new jail in the County (the “Jail”), (b) capitalized interest (if any), and (c) issuing the Bonds. This bond is authorized by the Constitution and laws of the State of Georgia, a referendum approved by the voters of the County, and by a resolution of the Habersham County Board of Commissioners (the “Board of Commissioners”) adopted on August 17, 2026 (the “Bond Resolution”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Bond Resolution.

The Bonds are being issued in Book-Entry Form, with actual bonds immobilized at the Securities Depository. Actual bonds are not available for distribution to the Beneficial Owners thereof, except under the limited circumstances set forth in the Bond Resolution. The principal, redemption premium (if any) and interest on the Bonds are payable by the Paying Agent to the Securities Depository. Transfer of principal, redemption premium (if any) and interest payments to Agent Members is the responsibility of the Securities Depository; transfers of principal, redemption premium (if any) and interest to Beneficial Owners by Agent Members will be the responsibility of such Agent Members. Notices will be sent by the Paying Agent to the Securities Depository. The sending of notices to Beneficial Owners by Agent Members will be the responsibility of such Agent Members. The County and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its Agent Members or persons acting through such Agent Members.

As long as the Bonds are held in Book-Entry Form, this bond may be registered as transferred and exchanged in accordance with the rules of DTC. If the Bonds are no longer held in Book-Entry Form, this bond may be registered as transferred only upon the registration books kept for that purpose at the designated corporate trust office of the Bond Registrar by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon presentation and surrender to the Bond Registrar of this bond duly endorsed for registration of transfer or accompanied by an assignment duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new registered bond, in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor. In addition, if the Bonds are no longer held in Book-Entry Form, this bond may be exchanged by the registered owner hereof or his or her duly authorized attorney upon presentation at the designated corporate trust office of the Bond Registrar for an equal aggregate principal amount of bonds of the same maturity and in any authorized denominations. Such transfers of registration or exchanges of Bonds shall be without charge to the owner of such Bonds, but any tax or other governmental charge required to be paid with respect to the same shall be paid by the owner of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The person in whose name this bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered holder shall be valid and effectual to satisfy and discharge the liability upon this bond to the extent of the sum or sums so paid.

The Bonds maturing on or after [April] 1, 20__ may be redeemed prior to their respective maturities at the direction of the County, either in whole or in part, in any order of maturities, on any date not earlier than [April] 1, 20__ at a redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the redemption date.

The Bonds maturing on [April] 1, 20__ are subject to mandatory sinking fund redemption prior to their maturity and at a redemption price equal to 100% of the principal amount thereof being redeemed, plus accrued interest to the redemption date, on [April] 1 of the following years and in the following amounts (the [April] 1, 20__ amount to be paid rather than redeemed):

<u>Year</u>	<u>Amount</u>
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At its option, to be exercised on or before the 45th day next preceding such scheduled maturity redemption date, the Authority, may (a) receive a credit with respect to its scheduled mandatory redemption obligation for any Bonds subject to scheduled mandatory redemption which are delivered to the Paying Agent for cancellation and not theretofore applied as a credit against a scheduled mandatory redemption obligation or (b) receive a credit with respect to its scheduled mandatory redemption obligation for any Bonds which prior to said date have been redeemed (otherwise than through scheduled mandatory redemption) and canceled by the Paying Agent and not theretofore applied as a credit against said scheduled mandatory redemption obligation. Each Bond so delivered or previously redeemed shall be credited by the Paying Agent, at the principal amount thereof, to the obligation of the Authority on such scheduled mandatory redemption date and the principal amount of the Bonds to be redeemed by operation of such scheduled mandatory redemption on such date shall be accordingly reduced.

Notice of redemption shall be given by the Paying Agent not less than 30 nor more than 60 days prior to the redemption date (a) in accordance with the rules of the Securities Depository as long as the Bonds are held in Book-Entry Form and (b) by first class mail, postage to all registered owners of the Bonds to be redeemed at addresses which appear upon the bond registration book as of the date of giving such notice. Any defect in such notice shall not affect the validity of the proceedings for such redemption or cause the interest to accrue on the principal amount of the Bonds so designated for redemption after the redemption date. Notice given in the manner set forth above shall be conclusively presumed to have been given, whether or not the registered owner receives the notice.

If at the time of mailing of notice of redemption there have not been deposited with the Paying Agent moneys sufficient to redeem all Bonds called for redemption, such notice will state that it is conditional upon the deposit of the redemption moneys with the Paying Agent not later than the opening of business on the date established for redemption, and such notice will be of no effect unless such moneys are so deposited.

If the Bonds are called for redemption in part, then the particular maturity or maturities to be redeemed shall be selected by the County. If less than all of the Bonds of a maturity are to be called for redemption, then Bonds within each maturity so called for redemption shall be selected (a) in the manner designated by the Securities Depository when the Bonds are held in Book-Entry Form and (b) by lot when the Bonds are not held in Book-Entry Form.

This bond is a general obligation of the County and is secured by the full faith, credit and taxing powers of the County. The County has levied an ad valorem tax sufficient to pay the principal of and interest on this bond as the same becomes due.

It is further certified and recited, that all acts, conditions and things required by the Constitution or statutes of the State of Georgia to exist, be performed or happen pursuant to and in the issuance of this bond, exist, have been performed and have happened in due and regular form as required by law, that provision has been made for the collection, if necessary, of a direct annual tax, unlimited as to rate or amount, on all property subject to taxation for bond purposes located in the County, sufficient to pay the principal of, and the interest on, this bond, in accordance with its terms, and that the total indebtedness of the County, including this bond, does not exceed any limitation prescribed by said Constitution or statutes.

This bond shall not be entitled to any benefit under the Bond Resolution and shall not become valid or obligatory for any purpose until it shall have been authenticated by execution by the Bond Registrar by manual signature of the authentication certificate hereon endorsed.

* * *

IN WITNESS WHEREOF, HABERSHAM COUNTY, GEORGIA has caused this bond to be executed by the duly authorized manual or facsimile signature of the Chairman of the Board of Commissioners and the corporate seal to be impressed or imprinted hereon and attested by the duly authorized manual or facsimile signature of the Clerk of the Board of Commissioners.

(SEAL)

By: _____
Chairman

Attest:

Clerk

* * * * *

CERTIFICATE OF AUTHENTICATION

This is one of the bonds described in the within mentioned authorizing resolution of the Board of Commissioners of Habersham County adopted August 17, 2026 and is hereby authenticated as of the date of its execution as stated in the bond.

REGIONS BANK, as Bond Registrar

By: _____
Authorized Signatory

Date of Authentication: August 27, 2026

* * * * *

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF HABERSHAM

The undersigned Clerk of the Superior Court of Habersham County, State of Georgia, DOES HEREBY CERTIFY that this bond was confirmed and validated by judgment of the Superior Court of Habersham County, Georgia, on the 16th day of February, 2026, that no intervention or objection was filed thereto and that no appeal has been prosecuted therefrom.

WITNESS my manual or facsimile signature and the seal of the Superior Court of Habersham County, Georgia.

Clerk, Superior Court,
Habersham County, Georgia

(SEAL)

* * * * *

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

the within bond of HABERSHAM COUNTY, GEORGIA and does hereby constitute and appoint _____ attorney to transfer the said bond on the books of the Bond Registrar, with full power of substitution in the premise.

Date:

In the presence of: _____

Bondholder

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Notice: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

* * * * *

DTC FAST RIDER

Each such certificate shall remain in the Paying Agent's custody subject to the provisions of the FAST Balance Certificate Agreement currently in effect between the Paying Agent and DTC.

* * * * *

(END OF FORM OF BOND)

Section 15. Delivery of Bonds; Disposition of Proceeds.

(a) In accordance with the rules of the Securities Depository, there shall be delivered to the Paying Agent in Atlanta, Georgia one Bond for each maturity registered in the name of Cede & Co. Such Bonds shall be held by the Paying Agent on behalf of the Securities Depository.

(b) The proceeds of the sale of the Bonds shall be applied as follows:

(i) the Underwriter shall retain its underwriting discount for the Bonds;

(iii) the balance of the proceeds shall be deposited into the Construction Fund to be used to pay costs of issuing the Bonds, capitalized interest (if any), and costs of the County Projects.

(c) Notwithstanding the foregoing, if the Chairman shall determine that a different application of funds is required to carry out the intent of this resolution, the different application of funds may be provided for in the authentication order to be delivered at the time of issuance of the Bonds.

Section 16. Global Form; Securities Depository; Ownership of Bonds.

(a) Upon the initial issuance, the ownership of each Bond shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Agent Members thereof. Initially, each Bond shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. Beneficial Owners will not receive Bonds from the Paying Agent evidencing their ownership interests.

(b) With respect to Bonds registered in the name of the Securities Depository or the Securities Depository Nominee, the County, the Paying Agent, the Bond Registrar and the Authenticating Agent shall have no responsibility or obligation to any Agent Member or Beneficial Owner. Without limiting the foregoing, neither the County, the Paying Agent, the Bond Registrar, the Authenticating Agent nor their respective affiliates shall have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository, the Securities Depository Nominee or any Agent Member with respect to any beneficial ownership interest in the Bonds;

(ii) the delivery to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any notice with respect to the Bonds; or

(iii) the payment to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any amount with respect to the principal or interest on the Bonds.

So long as the Bonds are registered in Book-Entry Form, the County, the Paying Agent, the Bond Registrar and the Authenticating Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Bonds for all purposes whatsoever, including without limitation:

- (i) the payment of principal of and interest on such Bonds;
- (ii) giving notices of any matters with respect to such Bonds;
- (iii) registering transfers with respect to such Bonds;
- (iv) the selection of Bonds (if applicable) for redemption; and
- (v) voting and obtaining consents under this Resolution.

So long as the Bonds are registered in Book-Entry Form, the Paying Agent shall pay all principal of and interest on the Bonds only to the Securities Depository or the Securities Depository Nominee as shown in the bond register, and all such payments shall be valid and effective to fully discharge the County's obligations with respect to payment of principal of and interest on the Bonds to the extent so paid. Furthermore, so long as the Bonds are registered in Book-Entry form, transfers and exchanges of Bonds shall be made in accordance with the Rules of the Securities Depository.

(c) If at any time (i) the County determines that the Securities Depository is incapable of discharging its responsibilities described herein, (ii) the Securities Depository notifies the County that it is unwilling or unable to continue as Securities Depository with respect to the Bonds, or (iii) the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities Depository is not appointed by the County within 90 days after the County receives notice or becomes aware of such condition, as the case may be, then this Section 16 shall no longer be applicable and the County shall execute and the Bond Registrar and Authenticating Agent shall authenticate and deliver bonds representing the Bonds to the owners of the Bonds. Bonds issued pursuant to this subsection (c) shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Agent Member or otherwise, shall instruct the Bond Registrar. Upon exchange, the Bond Registrar shall deliver such bonds representing the Bonds to the persons in whose names such Bonds are so registered on the business day immediately preceding the date of such exchange.

(d) For purposes of this resolution, the following terms shall have the meanings set forth below:

“Agent Member” means a member of, or participant in, the Securities Depository.

“Beneficial Owner” means the owners of a beneficial interest in the Bonds registered in Book-Entry Form.

“Book-Entry Form” or “Book-Entry System” means, with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through book-entry and (ii) physical Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with physical Bonds in the custody of a Securities Depository.

“Securities Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interest in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

“Securities Depository Nominee” means any nominee of a Securities Depository and shall initially mean Cede and Co., New York, New York, as nominee of The Depository Trust Company.

Section 17. Construction Fund. There is hereby authorized and directed to be created a special trust fund designated as the “Habersham County, Georgia General Obligation Bonds, Series 2026 Construction Fund.” Regions Bank, Atlanta, Georgia, is hereby designated to act as Construction Fund Custodian with respect to the Construction Fund. The proceeds from the sale of the Bonds received by the Construction Fund Custodian shall be credited to the Construction Fund. Such moneys as are deposited in the Construction Fund shall be held by the Construction Fund Custodian and invested and withdrawn in accordance with the provisions and restrictions set forth below.

Any moneys in the Construction Fund not needed at the time for the payment of an authorized expenditure may, upon the written direction of the County, be invested and reinvested by the Construction Fund Custodian in the investments specified in O.C.G.A. Section 36-82-7 or any other applicable state law. Such investments shall be held by the Construction Fund Custodian for the account of the Construction Fund until maturity or until sold, and at maturity or upon such sale the proceeds received therefrom, including accrued interest and premium, if any, shall be immediately deposited by the Construction Fund Custodian into the Construction Fund and shall be disposed of in the manner and for the purposes hereinafter provided.

Withdrawals from the Construction Fund may be made for the purpose of paying (a) the costs of the Jail, (b) paying capitalized interest (if any), and (c) the costs of issuing the Bonds. Without intending to limit or to restrict any proper definition of the costs of the Jail as may now or hereinafter be permitted by applicable law, the costs of the Jail shall include:

(a) The cost of indemnity and fidelity bonds either to secure deposits in the Construction Fund or to insure the faithful completion of any contract pertaining to the County Projects;

(b) Any taxes or any charges lawfully levied or assessed against the Jail;

(c) Fees and expenses of engineers and other professionals for engineering, studies, surveys, estimates, the preparation of plans and supervising the acquisition, construction and equipping of the Jail;

(d) Payments made for labor, contractors, builders and materialmen in connection with the Jail;

(e) Payments for machinery and equipment;

(f) The cost of acquiring by purchase, and the amount of any award or final judgment in any proceeding to acquire by condemnation, lands and rights-of-way necessary for the Jail and appurtenances in connection therewith, and options and payment thereon, and any easements or rights-of-way or any damages incident to or resulting from the acquisition, construction, expansion and improvement of the Jail;

(g) Legal fees relating to the Jail; and

(h) Other costs incident to the acquisition, construction and equipping of the Jail.

All payments from the Construction Fund shall be made upon the requisitions signed by an officer or agent of the County properly authorized and designated to sign on the County's behalf for this purpose. Such requisition shall be in substantially the form set forth in **Exhibit B** attached hereto and made a part hereof.

Withdrawals for investment purposes only (including authorized deposits with other banks) may be made by the Construction Fund Custodian to comply with written directions from an officer (or officers) of the County without any requisition other than said direction.

Section 18. Authorization of Bond Purchase Agreement. The execution, delivery and performance of the Bond Purchase Agreement are hereby authorized. The Bond Purchase Agreement shall be in substantially the form set forth in Exhibit C attached hereto and made a part hereof, with such changes, insertions or omissions as may be approved by the Chairman, and the execution and delivery of the Bond Purchase Agreement by the Chairman as hereby authorized shall be conclusive evidence of any such approval.

Section 19. Authorization of Paying Agency Agreement. The execution, delivery and performance of the Paying Agency Agreement are hereby authorized. The Paying Agency Agreement shall be in substantially the form presented at this meeting, with such changes, insertions or omissions as may be approved by the Chairman, and the execution and delivery of

the Paying Agency Agreement by the Chairman as hereby authorized shall be conclusive evidence of any such approval. The Paying Agency Agreement is by this reference thereto incorporated herein and spread upon the minutes.

Section 20. Authorization of Custodial Agreement. The execution, delivery and performance of the Custodial Agreement are hereby authorized. The Custodial Agreement shall be in substantially the form presented at this meeting, with such changes, insertions or omissions as may be approved by the Chairman, and the execution and delivery of the Custodial Agreement by the Chairman as hereby authorized shall be conclusive evidence of any such approval. The Custodial Agreement are by this reference thereto incorporated herein and spread upon the minutes.

Section 21. Authorization of Official Statements; Deemed Final and Continuing Disclosure Certificates. The use and distribution of the Preliminary Official Statement, dated August 13, 2026, pertaining to the Bonds are hereby ratified and approved. The execution and delivery of the “deemed final” certificate required by Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, by the Chairman are hereby ratified and approved. The execution, use and distribution of the Official Statement pertaining to the Bonds are authorized and approved, provided that the Official Statement is in substantially the same form as the Preliminary Official Statement presented at this meeting, with such changes, insertions or omissions as may be approved by the Chairman, and the execution and delivery of the Official Statement by the Chairman as hereby authorized shall be conclusive evidence of any such approval. The execution, delivery and performance of the Continuing Disclosure Certificate are hereby authorized and approved. The Continuing Disclosure Certificate shall be in substantially the form summarized in the Preliminary Official Statement, with such changes, insertions or omissions as may be approved by the Chairman, and the execution and delivery of the Continuing Disclosure Certificate by the Chairman as hereby authorized shall be conclusive evidence of any such approval. The County hereby covenants for the benefit of the owners of the Bonds and the Underwriter to comply with its obligations under the Continuing Disclosure Certificate. Notwithstanding any other provision of this Bond Resolution, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder.

Section 23. Tax Covenants and Representations. The Bonds are being issued by the County in compliance with the conditions necessary for the interest income on the Bonds to be exempt from federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to obligations of the State or political subdivisions thereof. It is the intention of the County that the interest on the Bonds be and remain excludable from gross income for federal income tax purposes, and, to that end, the County hereby covenants with the holders of any Bonds that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Bonds under Section 103 of the Code.

Section 24. Payments Due on Saturday, Sunday or Holiday. If a payment on the Bonds is due on a Saturday, Sunday or any day that the designated corporate trust office of the Paying Agent is authorized or required by law to remain closed, such payment shall be made on

the next succeeding business day with the same force and effect as if such payment had been made on the original due date.

Section 25. Approval of Prior Actions; General Authority. All actions taken by the County relating to the authorization and issuance of the Bonds be and the same are hereby ratified, approved and confirmed. Any officer of the County is hereby authorized to do any and all things, including, but not limited to making covenants on behalf of the County, and to execute any and all documents, including, but not limited to a non-arbitrage certificate necessary to issue the Bonds and to carry out the transaction contemplated by this resolution.

Section 26. Waiver of Bond Audit. The County hereby waives the performance audit or performance review requirement referred to in O.C.G.A. Section 36-82-100 with respect to the Bonds.

Section 27. Repeal of Conflicting Resolutions. All resolutions, or parts thereof, that conflict with this resolution are hereby repealed.

Section 28. Effective Date. This resolution shall take effect immediately upon its adoption.

Adopted this August 17, 2026.

HABERSHAM COUNTY, GEORGIA

(SEAL)

By: _____
Chairman, Board of Commissioners

Attest:

By: _____
Clerk

EXHIBIT A
TO BOND RESOLUTION

DEBT SERVICE SCHEDULE

[To be updated]

Payment <u>Date</u>	<u>Principal</u>	<u>Interest</u>	Total <u>Debt Service</u>	Annual <u>Debt Service</u>
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EXHIBIT B
TO THE BOND RESOLUTION

FORM OF REQUISITION AND CERTIFICATION

Request No. ____

TO: Regions Bank
 Atlanta, Georgia
 Attn: Corporate Trust Department

RE: [\$Par Amount] Habersham County, Georgia General Obligation Bonds, Series
 2026

The undersigned Authorized Representative hereby requests that there be paid from the "Construction Fund" created in the resolution adopted by the Habersham County Board of Commissioners, the body charged with managing the affairs of Habersham County, Georgia (the "County"), on August 17, 2026 (the "Bond Resolution"), the sum of \$_____ to _____, and DOES HEREBY CERTIFY, as follows:

1. Capitalized terms used, but not defined herein, shall have the meanings assigned to them in the Bond Resolution.

2. An obligation in the amount stated above has been incurred by the County, the same is a proper charge against the Construction Fund and has not been paid or the subject of another requisition, and the bill, invoice or statement of account for such obligation, or a copy thereof, is on file in the office of the County.

3. The undersigned has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, or conditional sales contracts which should be satisfied or discharged before such payment is made.

4. This requisition contains no item representing payment on account, or any retained percentages which the County is, at the date hereof, entitled to retain.

This _____ day of _____, 20____.

HABERSHAM COUNTY, GEORGIA

By: _____
Authorized Representative

EXHIBIT C
TO BOND RESOLUTION

BOND PURCHASE AGREEMENT

STIFEL

BOND PURCHASE AGREEMENT

\$50,200,000*

**Habersham County, Georgia
General Obligation Bonds,
Series 2026**

August [], 2026

Habersham County, Georgia
130 Jacob's Way, Suite 301
Clarkesville, Georgia 30523
Attention: Chairman

To the Addressee:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with Habersham County, Georgia (the "Issuer"), 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 10:00 P.M., Eastern Time, on the date hereof, which acceptance shall be evidenced by the execution of this Purchase Agreement by a duly authorized officer of the Issuer. 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 Chairman of the Habersham County Board of Commissioners at any time before the Issuer accepts this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Bond Resolution (as defined below).

1. PURCHASE AND SALE. Upon the terms and conditions and 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 \$50,200,000* in aggregate principal amount of the Habersham County, Georgia General Obligation Bonds, Series 2026 (collectively, the "Bonds"), at a purchase price of \$[] (which is equal to par, plus [net] original issue premium 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 its 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 are being issued in accordance with the Constitution of the State of Georgia and laws of the State of Georgia and a resolution of the Habersham County Board of Commissioners (the "BOC") authorizing the issuance of the Bonds adopted on August [], 2026 (the "Bond Resolution"). The imposition of the hereinafter defined Sales and Use Tax and the issuance of the Bonds were approved by 69.48% of the qualified voters of the Issuer voting in an election held on November 4, 2025 (the "Election").

The proceeds from the sale of the Bonds will be used for the purpose of (a) financing a new jail in the Issuer (the "Project"), (b) paying capitalized interest on the Bonds through April 1, 2027, and (c) paying the costs of issuing the Bonds.

The Bonds are direct and general obligations of the Issuer and, unless paid from other sources, the principal of and interest on the Bonds will be payable from ad valorem taxes levied, without limitation as to rate or amount, upon all taxable property within the Issuer subject to taxation for bond purposes. The Issuer plans to pay a portion of the principal of and interest on the Bonds coming due from October 1, 2027 through April 1, 2033 from the separate account in which are placed the proceeds received by the Issuer from a one percent special purpose local option sales and use tax (the "Sales and Use Tax"), to the extent the proceeds of the Sales and Use Tax are available.

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 August [13], 2026, which, including the cover page and all appendices thereto, is herein referred to as the "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 (as hereinafter defined), 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 supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Murray Barnes Finister LLP ("Bond Counsel" and "Disclosure Counsel"), and the Underwriter, is referred to herein as the "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 Municipal Securities Rulemaking Board ("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 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 other than information previously permitted to have been omitted by Rule 15c2-12 and include any supplements to the Preliminary Official Statement, if any, and 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 up to and including the date the Official Statement is delivered, of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriter of the Official Statement, any supplements to the Preliminary Official Statement and the Official Statement, and the Bond Resolution 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 Issuer will undertake, pursuant to a Continuing Disclosure Certificate (the "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 Preliminary Official Statement and the Official Statement.

4. RESERVED.

5. 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 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) The Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this 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. 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:

(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 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, 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, and (ii) to comply with the hold-the-offering-price rule, if applicable, 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), and (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 or the dealer 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, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(d) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter may solely 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 a third-party distribution agreement 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 to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure 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.

(e) The Underwriter acknowledges 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,
- (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) more than 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.

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

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

(b) The Issuer is authorized under the Constitution and laws of the State (i) to adopt the Bond Resolution and perform its obligations thereunder, (ii) to issue, execute, deliver and perform its obligations under the Bonds for the purposes described in Section 2 hereof, (iii) to execute, deliver and perform its obligations under this Purchase Agreement and the Disclosure Certificate (collectively, the “Issuer Documents”), (iv) to execute and deliver the Official Statement, and (v) to carry out and consummate all of the transactions contemplated on its part hereby and by the aforementioned documents. Items (ii) through (v) 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 BOC 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 Documents. Each of the Issuer 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 Issuer 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.

(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 Documents 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 Bond Resolution and the Issuer Documents).

(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 Documents 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 and/or official 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) The financial statements of the Issuer as of June 30, 2025, 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 Issuer or in its operations since June 30, 2025 and there has been no occurrence, circumstance, or combination thereof which is reasonably expected to result in any such materially adverse change.

(k) Except for information which is permitted to be omitted pursuant to Rule 15c2-12(b)(1), the information contained in the Preliminary Official Statement and any supplements thereto (excluding therefrom the information under the captions “THE BONDS – Book-Entry System of Registration” and “MISCELLANEOUS - Underwriting” 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.

(l) 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 BONDS – Book-Entry System of Registration” and “MISCELLANEOUS - Underwriting” 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.

(m) If the Official Statement is supplemented, at the time of each supplement thereto and (unless subsequently again supplemented) at all times subsequent thereto up to and including that date that is 25 days from the “end of the underwriting period” as defined herein, the Official Statement as so supplemented 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.

(n) 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, 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 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 a supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(o) 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, powers or jurisdiction of the Issuer or the validity or effect of the Bond Resolution 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 any supplement thereto, or the Official Statement or any supplement 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.

(p) 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.

(q) 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.

7. UNDERWRITER'S REPRESENTATIONS.

By entering into this Purchase 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 Purchase 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 August [27], 2026, 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 (the “Closing Date”), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Murray Barnes Finister LLP, 3525 Piedmont Road NE, Suite 515 Building 5, Atlanta, Georgia 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 9. 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 to 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 contained herein and the performance by the Issuer 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 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 and the Issuer 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 shall perform or have performed all of its obligations required under or specified in the Bond Resolution, the Issuer Documents, and the Official Statement to be performed at or prior to the Closing.

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

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Issuer 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 Bond Resolution or the Issuer 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 B 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 Disclosure Counsel, in customary and satisfactory form;
- iv. The favorable opinion of Jarrard & Davis LLP, counsel to the Issuer, dated the date of the Closing and addressed to the Underwriter and to Bond Counsel, in customary and satisfactory form;
- v. The opinion of Arnall Golden Gregory LLP, 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;
- vi. A certificate, dated the Closing Date, signed by a duly authorized officer 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 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 BONDS – Book-Entry System of Registration” and “MISCELLANEOUS - Underwriting”;
- vii. A certificate, dated the Closing Date, signed by a duly authorized officer of the Issuer, in form and substance satisfactory to the Underwriter, to the effect that (i) the financial statements of the Issuer as of June 30, 2025 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, 2025, 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, 2025, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement;
- viii. Executed or certified copies of each Issuer Document;
- ix. A Tax and Non-Arbitrage Certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriter;

- x. A certified copy of the Bond Resolution;
- xi. Evidence satisfactory to the Underwriter of the assignment to the Bonds of a rating of “[]” by Moody’s Investors Service, Inc. (“Moody’s”);
- xii. Evidence that a Form 8038-G relating to the Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service (the “IRS”) within the applicable time limit; and
- xiii. 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 the Bonds pursuant to the Bond Resolution shall have been fulfilled.

10. TERMINATION.

If the Issuer shall be 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 in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

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, 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 (each, a “Termination Event”):

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, 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 Bonds; 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 Bonds, the Bond Resolution, 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 after the Preliminary Official Statement has been deemed final; or

(6) any rating on securities of the Issuer is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) (i) Prior to the delivery of the Official Statement to the Underwriter, any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Preliminary Official Statement as "deemed final" (as defined in Rule 15c2-12), other than any statement provided by the Underwriter, or is not reflected in the deemed final Preliminary 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 refuses to permit the deemed final Preliminary Official Statement to be supplemented to supply such statement or information, or the effect of the deemed final Preliminary Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(ii) 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 Underwriter) 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 refuses 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 Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; 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 Bonds

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 Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, 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 Purchase Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Purchase Agreement shall terminate, without further liability, except that the Issuer and Underwriter shall pay their respective expenses as set forth in Section 13 of this Purchase Agreement.

11. INDEMNIFICATION.

(a) To the extent legally enforceable, the Issuer 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 (i) a claim in connection with the public offering of the Bonds to the effect that the Bonds 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, in any supplement to the Preliminary Official Statement, or in the Official Statement, or any supplement to 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 any supplement thereto, or the Official Statement or any supplement thereto (other than in the Excluded Sections (as defined herein) or “THE BONDS – Book-Entry System of Registration”) 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 its directors, officers, members, employees and agents and each person who controls the Issuer 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 “MISCELLANEOUS - Underwriting” in the Preliminary Official Statement, as supplemented, and the Official Statement (the “Excluded Sections”), or any 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. 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 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 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 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 bears 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 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. SUPPLEMENTS TO OFFICIAL STATEMENT.

For purposes of this Purchase Agreement, the "End of the Underwriting Period" shall mean the Closing Date, unless the Issuer has been notified to the contrary by the Underwriter in writing. During the period commencing on the date of the Official Statement and ending twenty-five (25) days from the End of the Underwriting Period, the Issuer 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 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, at the time of each supplement thereto and at all times

subsequent thereto up to and including that date that is 25 days from the End of the Underwriting Period (as defined in this Purchase Agreement), the Official Statement as supplemented 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 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 supplement shall be borne by the Issuer. For the purpose of this section, the Issuer 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 Issuer Documents, including the cost of electronically distributing the Preliminary Official Statement and the Official Statement and any supplement of either; (b) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the Issuer, the Paying Agent, Bond Counsel, Disclosure Counsel, counsel to the Issuer, 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 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, and (f) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Issuer Documents and/or the initial offering, sale and delivery of the Bonds. The Issuer has authorized, and does hereby authorize, the Underwriter to pay such expenses on behalf of the Issuer 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, the Issuer 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, 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 hereby authorizes 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 Issuer Documents, and the information contained herein and therein.

15. QUALIFICATION OF BONDS.

The Issuer 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 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 Tritt, Managing Director

17. BENEFIT.

This Purchase Agreement is made solely for the benefit of the Issuer 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 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 10 (and in all events the agreements of the Issuer pursuant to Sections 11 and 13 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under Section 10 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.

TO THE EXTENT LEGALLY ENFORCEABLE, 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 Tritt, Managing Director

APPROVED AND AGREED TO AS OF
AUGUST [], 2026:

HABERSHAM COUNTY, GEORGIA

By: _____
Chairman

SCHEDULE I

\$50,200,000*
Habersham County, Georgia
General Obligation Bonds,
Series 2026

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

<u>Maturity</u> <u>Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP⁽¹⁾</u>
04/01/2028					
04/01/2029					
04/01/2030					
04/01/2031					
04/01/2032					
04/01/2033					
04/01/2034					
04/01/2035					
04/01/2036					
04/01/2037					
04/01/2038					
04/01/2039					
04/01/2040					
04/01/2041					
04/01/2042					
04/01/2043					
04/01/2044					
04/01/2045					
04/01/2046					
04/01/2047					

⁽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 © 2026 CUSIP Global Services. All rights reserved. CUSIP numbers are set forth herein for the convenience of reference only and neither the Issuer nor the Underwriter nor their respective agents take responsibility for the accuracy of such data.

**FORM OF
ISSUE PRICE CERTIFICATE**

\$50,200,000*
Habersham County, Georgia
General Obligation Bonds,
Series 2026

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 the Habersham County, Georgia.

(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).

3. ***Weighted Average Maturity and Yield.***

(a) For purposes of IRS Form 8038, the yield on the Bonds is _____%.

(b) For purposes of IRS Form 8038, the weighted average maturity of the Bonds is _____ years.

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: [], 2026

SCHEDULE A
INITIAL OFFERING PRICES OF THE BONDS

<u>Maturity Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP⁽¹⁾</u>
04/01/2028					
04/01/2029					
04/01/2030					
04/01/2031					
04/01/2032					
04/01/2033					
04/01/2034					
04/01/2035					
04/01/2036					
04/01/2037					
04/01/2038					
04/01/2039					
04/01/2040					
04/01/2041					
04/01/2042					
04/01/2043					
04/01/2044					
04/01/2045					
04/01/2046					
04/01/2047					

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CLERK'S CERTIFICATE

STATE OF GEORGIA

COUNTY OF HABERSHAM

The undersigned, Clerk of the Habersham County Board of Commissioners (the "Board of Commissioners"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Commissioners, in a meeting duly assembled and open to the public at which a quorum was present, on August 17, 2026, relating to the sale and form of the [\$Par Amount] Habersham County, Georgia General Obligation Bonds, Series 2026, the original of which has been duly recorded in the Minute Book of the Board of Commissioners, which is in my custody and control.

GIVEN on August 17, 2026.

(SEAL)

Clerk