

BOND PURCHASE AGREEMENT

Relating to the

\$_____ CITY OF GRIFFIN GENERAL OBLIGATION SALES TAX BONDS, SERIES 2016A
and
\$_____ CITY OF GRIFFIN TAXABLE GENERAL OBLIGATION SALES TAX BONDS, SERIES 2016B

February 9, 2016

City of Griffin, Georgia
Griffin, Georgia

To the Addressee:

On the basis of the representations, warranties, and covenants contained in this Bond Purchase Agreement, and upon the terms and conditions contained in this Bond Purchase Agreement (“**Purchase Agreement**”), the undersigned, Raymond James & Associates, Inc., or its successor in interest (the “**Underwriter**”), hereby offers to purchase \$_____ in aggregate principal amount of CITY OF GRIFFIN GENERAL OBLIGATION SALES TAX BONDS, SERIES 2016A (the “**Series 2016A Bonds**”) and \$_____ in aggregate principal amount of CITY OF GRIFFIN TAXABLE GENERAL OBLIGATION SALES TAX BONDS, SERIES 2016B (the “**Series 2016B Taxable Bonds**”, and together with the Series 2016A Bonds, the “**Bonds**”), from the City of Griffin (the “**City**”), acting by and through the Board of Commissioners of the City of Griffin (the “**Board of Commissioners**”), as the governing body of the City, and hereby offers to enter into this Purchase Agreement with the Board of Commissioners, which will become binding upon the City and the Underwriter upon the Board of Commissioners’ validly authorized acceptance by execution of this Purchase Agreement and its delivery to the Underwriter on February 9, 2016. Capitalized terms used herein and not defined shall have the meaning assigned to such terms in the Bond Resolution (hereinafter defined).

SECTION 1. BACKGROUND.

Pursuant to a bond resolution duly adopted by the Board of Commissioners on February 9, 2016 (the “**Bond Resolution**”), the Board of Commissioners has authorized the issuance, delivery, and sale of the Bonds. The Board of Commissioners will use the proceeds from the sale of the Bonds to provide funds to finance (i) the costs of acquiring, constructing, and equipping certain capital outlay projects of the City, and (ii) costs of issuance of the Bonds.

The Bonds will constitute general obligation indebtedness of the City. Principal of and interest on the Bonds are payable first from the City’s receipts of a special City one percent (1%) sales and use tax (the “**Special Sales Tax**”), which will be collected in Spalding County (the “**County**”) beginning April 1, 2016. The Bonds and the Special Sales Tax was approved by the majority of the votes cast in the County and the City in a Special Sales Tax election held on November 3, 2015 (the “**Election**”). The Board of Commissioners reasonably expects that its receipts from the Special Sales Tax will be sufficient to pay all debt service on the Bonds,

however, the Bonds constitute a pledge of the full faith and credit of the City, and any liability on such debt which is not satisfied from the proceeds of the Special Sales Tax shall be satisfied from the general funds of the City or an *ad valorem* tax to be assessed and collected within the City.

With the consent of the Board of Commissioners, the Underwriter, in connection with the marketing of the Bonds, has distributed a Preliminary Official Statement, dated January 26, 2016 (the “**Preliminary Official Statement**”), relating to the Bonds. The Bonds will be offered for sale by the Underwriter pursuant to a definitive Official Statement, to be dated the date hereof (the “**Official Statement**”), relating to the Bonds.

Pursuant to a Continuing Disclosure Certificate to be executed the date of issuance of the Bonds (the “**Continuing Disclosure Certificate**”), the City will undertake to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (“**Rule 15c2-12**”) promulgated by the U.S. Securities and Exchange Commission (the “**SEC**”), (i) certain annual financial information and operating data and (ii) timely notice of the occurrence of certain material events with respect to the Bonds. The Continuing Disclosure Certificate is included as an appendix to the Preliminary Official Statement and will also be included in the Official Statement.

SECTION 2. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE CITY.

By the City’s acceptance hereof it hereby represents and warrants to, and covenants and agrees with, the Underwriter that:

(a) The City is a municipal corporation of the State of Georgia, and is authorized by virtue of the Constitution and the laws of the State of Georgia to issue the Bonds and to take all actions contemplated by the Resolution.

(b) The City has complied with all provisions of the Constitution and laws of the State of Georgia with respect to the consummation of, and has full power and authority to consummate, all transactions contemplated by this Purchase Agreement, the Bonds, the Resolution, the Continuing Disclosure Certificate, and any and all other agreements relating thereto and to issue, sell, and deliver the Bonds to the Underwriter as provided herein.

(c) By the Resolution duly adopted by the Board of Commissioners at a meeting duly called and held, and by the approval of a majority of the qualified voters of the City voting in the Election, the City has duly and validly authorized the issuance and sale of the Bonds and the execution and delivery of this Purchase Agreement, the Continuing Disclosure Certificate, and any other agreements relating thereto.

(d) (i) All information furnished to the Underwriter for use in connection with the marketing of the Bonds and the information contained in the Preliminary Official Statement and in the Official Statement, including the audit reports and financial statements contained in Appendix A thereto, and in any amendment or supplement that may be authorized for use by the Purchaser with respect to the Bonds, is as of the date hereof, and will be as of the Closing Time

(as hereinafter defined in Section 4) and the End of the Underwriting Period (as determined in Section 10 hereof) complete, accurate, true, and correct, and (ii) the Preliminary Official Statement and the Official Statement do not contain and will not contain any untrue statement of a material fact and do not omit and will not omit to state a material fact required to be stated therein or necessary in order to make the statements therein made, in light of the circumstances under which they were made, not misleading, in each case of the date hereof, as of the Closing Time and the End of the Underwriting Period.

(e) The City has duly and validly authorized all necessary action to be taken by it for: (1) the issuance and sale of the Bonds upon the terms set forth herein and in the Resolution, (2) the passage and approval of the Resolution providing for the issuance of and security for the Bonds (including the pledge by the City of receipts from the Special Sales Tax and *ad valorem* taxes, if any, levied to pay the principal of and interest on the Bonds), (3) the execution, delivery, receipt, and due performance of this Purchase Agreement, the Bonds, the Continuing Disclosure Certificate, and any and all such other agreements and documents as may be required to be executed, delivered or received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Resolution, (4) the approval of the Preliminary Official Statement and the Official Statement and their use by the Underwriter in the public offering and sale of the Bonds and the execution of the Official Statement by the Board of Commissioners or other authorized officer of the City, and (5) the carrying out, giving effect to, and consummation of the transactions contemplated hereby and by the Resolution and the Official Statement. The Resolution was duly and validly adopted by the Board of Commissioners, is in full force and effect, and constitutes a legal, valid, binding, and enforceable obligation of the City, enforceable in accordance with its terms, except as subject to judicial discretion regarding usual equity principles. This Purchase Agreement and the Continuing Disclosure Certificate, when executed by Board of Commissioners, will have been duly and validly executed and delivered by the City, will be in full force and effect as to the City, and will constitute the legal, valid, binding and enforceable obligations of the City, enforceable in accordance with their respective terms, except as subject to judicial discretion regarding usual equity principles. The Bonds, when issued, delivered, and paid for as herein and in the Resolution provided, will have been duly and validly authorized and issued and will constitute valid and binding general obligations of the City enforceable in accordance with their terms and provisions and entitled to the benefits and security of the Resolution. Original executed counterparts of this Purchase Agreement and the Continuing Disclosure Certificate, certified copies of the Resolution, and ten (10) manually executed counterparts of the Official Statement will be delivered to the Underwriter by the City at the Closing Time (as hereinafter defined).

(f) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, or body pending or, to the knowledge of the City, after making due inquiry with respect thereto, threatened against or affecting the City (or to its knowledge, after making due inquiry with respect thereto, any basis therefor), to restrain or enjoin the issuance or sale of the Bonds, the imposition of the Special Sales Tax, or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement, the imposition of the Special Sales Tax, the levy or collection of any *ad valorem* taxes for payment of the Bonds, the City's existence or powers or its right to use the proceeds of the Bonds as contemplated in the Resolution, the issuance or sale

of the Bonds, the authority for or the validity of the Bonds, this Purchase Agreement, the Resolution, the Continuing Disclosure Certificate, or any other agreement or instrument to which the City is a party or by which the City is bound and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement or which might result in a material adverse change in the operations, properties, assets, liabilities, or condition (financial or otherwise) of the City, or which affects the information in the Official Statement.

(g) The City is not in material violation of any provision of its organic documents, any statute, court or administrative rule or regulation, decree, judgment or order (the “**Legal Requirements**”) to which it is a party or by which it or its property is subject or bound, or in breach of or default under any agreement, note, resolution, ordinance, indenture, mortgage, deed of trust, lease, indebtedness, lien, instrument, plan or other restriction (the “**Contractual Requirements**”) to which it is a party or by which it or its property is subject or bound, which materially and adversely affects the transactions contemplated hereby and by the Official Statement. The consent to the use of the Official Statement, the adoption of the Resolution, and the execution and delivery of this Purchase Agreement, the Bonds, the Continuing Disclosure Certificate, and the other agreements contemplated hereby and by the Resolution and the compliance with the provisions thereof will not conflict with or violate or constitute on the City’s part a breach of or a default under any of the Legal Requirements or Contractual Requirements to which it is a party or by which it or its property is subject or bound. Pursuant to the Resolution, the Board of Commissioners, as required by the Constitution of the State of Georgia, has assessed and provided for the levy of a direct annual tax upon all taxable property within the territorial limits of the City which is subject to taxation for general obligation bond purposes, in order to provide for the payment of the principal of and interest on the Bonds to the extent the proceeds from the Special Sales Tax are not sufficient to make such payments. No other approval, authorization, consent, or other action by any governmental authority is required in connection with the adoption by the City of the Resolution, the execution and delivery by the City of the Bonds, the Continuing Disclosure Certificate, or this Purchase Agreement, or in connection with the performance by the City of its obligations hereunder or thereunder, which has not been previously obtained or accomplished.

(h) The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Resolution or which would cause the interest on the Series 2015A Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

(i) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is an issuer whose arbitrage certifications may not be relied upon.

(j) Any certificate signed by any of the City’s authorized officers or representatives and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter under this Purchase Agreement as to the statements made therein.

(k) The City will cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter shall designate; provided, however, the City shall not be required to register as a dealer or broker in any such jurisdiction, nor execute a general consent to service of process or qualify to do business in connection with any such qualification of the Bonds in any such jurisdiction.

(l) The City will notify the Underwriter for the period from the date hereof until the expiration of 90 days after the End of the Underwriting Period (as determined in Section 10 hereof) of (i) any material adverse change in the operations, properties, or condition (financial or otherwise) of the City and (ii) any event which occurs and comes to the City's attention, which event materially and adversely affects the City or the transactions contemplated by the Official Statement and which would cause the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein for the purposes for which the Official Statement was to be used or which is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If in the opinion of the Underwriter, a change in the information contained in the Official Statement is required in order that the Official Statement not contain any untrue statement of a material fact and not omit to state of material fact required to be stated therein or necessary in order to make the statements therein made, in light of the circumstances under which they were made, not misleading, or to make the Official Statement comply with any applicable federal or state securities law in connection with the offering of the Bonds, the City shall make such change and the corrected information shall be supplied to the Underwriter in sufficient quantity for distribution to the purchasers of the Bonds. If such change occurs subsequent to the Closing Time, the City shall furnish to the Underwriter such legal opinions, certificates, instruments and documents as the Underwriter may reasonably request to evidence the truth and accuracy of such corrected information. Thereafter, this Purchase Agreement shall refer to such corrected information.

(m) Prior to the execution of this Purchase Agreement, the City delivered to the Underwriter copies of the Preliminary Official Statement which the City "deemed final" as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, except for the permitted omissions described in paragraph (b)(1) of Rule 15c2-12.

(n) To the best knowledge of the City, no legislation, ordinance, rule or regulation has been enacted by any governmental body, department or agency of the State of Georgia nor has any decision been rendered by any court of competent jurisdiction in the State of Georgia, which would materially and adversely affect the transactions contemplated by the Official Statement.

(o) Subsequent to the respective dates as of which information related to the City is given in the Official Statement, and prior to the Closing Date, except as set forth in or contemplated by the Official Statement, (1) the City has not incurred and shall not have incurred any material liabilities or obligations, direct or contingent, except in the ordinary course of business, and has not entered and will not have entered into any material transaction not in the ordinary course of business, (2) there has not been and will not have been any material adverse change in the business or the financial position or results of operations of the City, (3) there has

not been and will not have been any increase in the long-term debt payable from City *ad valorem* taxes, (4) no loss or damage (whether or not insured) to the properties of the City has been or will have been sustained which materially and adversely affects the operations of the City, and (5) no legal or governmental proceeding affecting the City or the transactions contemplated by this Purchase Agreement has been or will have been instituted or threatened which is material.

(p) The City will furnish to the Underwriter, upon request, for so long as the Bonds remain outstanding, the City's annual audited financial statements as soon as such financial statements become available.

(q) The City acknowledges and agrees that these representations and warranties are made to induce the Underwriter to purchase the Bonds, and that such representations and warranties and any other representations and warranties made by the City to the Underwriter are made for the benefit of the ultimate purchasers of the Bonds and may be relied upon by such purchasers.

(r) The City represents and warrants that no other bonds have been issued by the City or any related entity under the authority of the Election prior to the issuance of the Bonds.

(s) No order preventing the use of the Preliminary Official Statement has been issued by the SEC or the securities commissioner (or similar official) of any state or other jurisdiction.

(t) The financial statements of the City (including all notes and schedules thereto) included in Appendix A of the Preliminary Official Statement and to be included in the Official Statement (the "**Financial Statements**") present fairly, in all material respects, the financial position of the City at the dates indicated; and the Financial Statements have been prepared in conformity with generally accepted accounting principles, applied on a consistent basis throughout the periods involved. The other financial data included in the Preliminary Official Statement and the Official Statement present fairly, in all material respects, the information shown therein as at the respective dates and for the respective periods specified and have been prepared on a basis consistent with the Financial Statements set forth in the Preliminary Official Statement and the Official Statement in accordance with generally accepted accounting principles consistently applied.

(u) Subsequent to the dates of the Financial Statements, there has been no material adverse change in the financial position or results of operations of the City.

(v) Except for the information disclosed in the Preliminary Official Statement and will be disclosed in the Official Statement relating to the City's prior continuing disclosure obligations, the City has not in the previous five years failed to comply with any previous undertaking pursuant to Rule 15c2-12.

SECTION 3. REPRESENTATIONS OF THE UNDERWRITER.

The Underwriter hereby represents, warrants to, and covenants with the City that the Underwriter is, and at all times during the offer and sale of the Bonds will be, a member of the Financial Industry Regulatory Authority (“**FINRA**”), and is and will be licensed, to the extent required by applicable law, to offer and sell the Bonds in each jurisdiction in which it offers to sell the Bonds, and, to the best of its knowledge, is and will be in material compliance with the rules and regulations of FINRA and other regulatory agencies with jurisdiction over it or any of its activities.

SECTION 4. PURCHASE, SALE, AND DELIVERY OF THE BONDS.

On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, the Underwriter hereby agrees to purchase from the City at the Closing Time and the City hereby agrees to sell the Series 2016A Bonds to the Underwriter at the Closing Time, at a price of \$_____, which represents the par amount of the Series 2016A Bonds, \$_____, less Underwriter’s Discount of \$_____, [plus][less] Original Issue [Premium][Discount] of \$_____ and the Series 2016B Taxable Bonds to the Underwriter at the Closing Time, at a price of \$_____, which represents the par amount of the Series 2016B Taxable Bonds, \$_____, less Underwriter’s Discount of \$_____, [plus][less] Original Issue [Premium][Discount] of \$_____.

The Underwriter, in its discretion, may permit other securities dealers who are members of the FINRA to assist in selling the Bonds. If the Underwriter permits other securities dealers who are members of the FINRA to assist in selling the Bonds, the Underwriter shall enter into selected dealers agreements or selling agreements with such other securities dealers.

The Bonds shall have the maturities and interest rates as shown in the Resolution. The Bonds shall be issued under and secured as provided in the Resolution, and shall be otherwise as described and as set forth in the Resolution and the Official Statement.

Payment of the purchase price for the Bonds shall be made by wire or check in immediately available funds payable to the order of the City of Griffin at the offices of Gray Pannell & Woodward LLP, in Savannah, Georgia, at 10:00 a.m., local time, on _____, February __, 2016, or such other place, time or date as shall be mutually agreed upon by the City and the Underwriter, against delivery of the Bonds to the Underwriter or the persons designated by the Underwriter. The date of such delivery and payment for the Bonds is herein called the “**Closing Date**,” and the hour and date of such delivery and payment is herein called the “**Closing Time**.” The Bonds shall be delivered by means of a book-entry system administered by The Depository Trust Company (“**DTC**”), New York, New York, bearing CUSIP numbers (provided neither the printing of the wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) and duly executed and authenticated, and registered in the name of Cede & Co., as nominee and registered owner for DTC. The Bonds shall be available for examination by the Underwriter or its representative at least twenty-four (24) hours prior to the Closing Time. The Bonds shall

remain in the Paying Agent's custody subject to the provisions of the Fast Automated Securities Transfer ("FAST") Balance Certificate Agreement currently in effect between the Paying Agent and DTC.

SECTION 5. CONDITIONS TO THE UNDERWRITER'S OBLIGATION TO PURCHASE THE BONDS.

The Underwriter's obligations hereunder shall be subject to the due performance in all material respects by the City of its obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of, and compliance with in all material respects, the representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to receipt of the following evidence and documents and satisfaction of the following conditions, as appropriate, at or prior to the Closing Time:

(a) The Resolution shall have been duly adopted, and the Bonds and the Continuing Disclosure Certificate shall have been duly authorized, executed, and delivered in the forms heretofore approved by the Underwriter with only such changes therein as shall be mutually agreed upon by the parties thereto and the Underwriter, and shall be in full force and effect on the Closing Date.

(b) There shall not have occurred, in the sole opinion of the Underwriter, any material adverse change, or any material adverse development involving a prospective change, in or affecting the business, condition (financial or other), results of operations, prospects or properties of the City.

(c) At or before the Closing Time, the Underwriter shall receive:

(1) The opinions, dated as of the Closing Date, of (a) The Whalen Law Firm, LLP, City Attorney, in a form satisfactory to the Underwriter, (b) Gray Pannell & Woodward LLP, Bond Counsel, in substantially the form attached as Appendix C to the Official Statement and (c) Gray Pannell & Woodward LLP, Underwriter's Counsel, in a form satisfactory to the Underwriter.

(2) A closing certificate of the City, executed by the Board of Commissioners, dated as of the Closing Date, to the effect that: (A) the City has duly performed and satisfied hereunder or complied with all of its obligations and conditions to be performed and satisfied hereunder at or prior to the Closing Time and each of its representations and warranties contained herein is true and correct in all material respects as of the Closing Time, (B) no event affecting the City has occurred since the date of the Official Statement which either (i) makes untrue or incorrect in any material respect, as of the Closing Time, any statement or information relating to the City contained in the Official Statement, or (ii) is not reflected in the Official Statement, but should be reflected therein, in order to make the statements and information contained therein not misleading, and (C) since the date hereof there has not been any material adverse change in the operations, properties, financial position, or results of operations of the City, whether or not arising from transactions in the ordinary course of business, other than as previously disclosed in writing to the Underwriter and as disclosed in the Official Statement.

(3) A letter confirming the “A1” rating of Moody’s Investors Service, for the Bonds.

(4) A Continuing Disclosure Certificate of the City, evidencing that the City has made the continuing disclosure undertaking set forth herein.

(5) Certification that the City has designated the Series 2016A Bonds as “qualified tax-exempt obligations” pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

(6) Such additional certificates and other documents, agreements, and opinions as the Underwriter and its counsel may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby and by the Resolution and the Official Statement, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

All such opinions, letters, certificates, and documents shall be in compliance with the provisions hereof only if they are in all material respects satisfactory in form and substance to the Underwriter and to counsel to the Underwriter, as to which both the Underwriter and its counsel shall act reasonably. If any condition of the Underwriter’s obligation hereunder to be satisfied prior to the Closing Time is not so satisfied, this Purchase Agreement may be terminated by the Underwriter by notice to the City in writing sent by facsimile with the original to follow by United States registered mail, return receipt requested, postage prepaid. The Underwriter may waive in writing compliance by the City of any one or more of the foregoing conditions or extend the time for their performance.

SECTION 6. THE UNDERWRITER’S RIGHT TO CANCEL.

The Underwriter shall have the right to cancel its obligations hereunder (and such cancellation shall not constitute a default of the Underwriter for purposes of this Purchase Agreement) by notifying the City of its election so to do between the date hereof and the Closing Time, if at any time hereafter and prior to the Closing Time any of the following events occur:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States of America (the “**United States**”) shall have pending before it legislation, or a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be passed by, the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or an announcement or a proposal for any such legislation shall be made by a member of the House of Representatives or the Senate of the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed

having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in or proposes the imposition of federal income taxation, upon revenues or other income of the general character to be derived by state and local governmental units or by any similar body or upon interest received on obligations of the general character of the Bonds, which, in the Underwriter's opinion, materially and adversely affects the market price of the Bonds.

(b) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted or imposed by any governmental body, department or agency of the United States or of any state, or a decision by any court of competent jurisdiction within the United States or any state shall be rendered which, in the Underwriter's sole opinion, materially and adversely affects the market price of the Bonds.

(c) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all the underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provisions of the federal securities laws, including without limitation the registration provisions of the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect.

(d) Legislation shall be introduced by amendment or otherwise in, or to be enacted by, the Congress of the United States, or a decision by a court of the United States shall be rendered to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and then in effect, or that the Resolution is not exempt from qualification under or from other requirements of the Trust Indenture Act of 1939, as amended and as then in effect, or with the purpose or effect of otherwise prohibiting the issuance, offering or sale of obligations of the general character of the Bonds, or the Bonds, as contemplated hereby or by the Official Statement.

(e) Any event shall have occurred, or information becomes known, which, in the Underwriter's sole opinion, makes untrue in any material respect any statement or information furnished to the Underwriter by the City for use in connection with the marketing of the Bonds or any material statement or information contained in the Preliminary Official Statement or the Official Statement as originally circulated contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that the City shall be granted a reasonable amount of time in which to cure any such untrue or misleading statement or information.

(f) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the net capital requirements of, the Underwriter.

(h) A general banking moratorium shall have been established by federal, New York, or Georgia authorities.

(i) A default has occurred with respect to the obligations of, or proceedings have been instituted under the federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city or City located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a state, City, or city.

(j) Any proceeding shall be pending, or to the knowledge of the Underwriter, threatened, to restrain, enjoin or otherwise prohibit the issuance, sale or delivery of the Bonds by the City or the purchase, offering, sale or distribution of the Bonds by the Underwriter, or for any investigatory or other proceedings under any federal or state securities laws or the rules and regulations of FINRA relating to the issuance, sale or delivery of the Bonds by the City or the purchase, offering, sale or distribution of the Bonds by the Underwriter.

(k) There shall have occurred (whether or not foreseeable) any (a) outbreak or escalation of hostilities, (including, without limitation, an act of terrorism), (b) declaration by the United States of a national emergency or war, or other calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (c) any material or adverse change in the financial or economic conditions affecting the United States, the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Bonds as contemplated by the Official Statement (exclusive of any amendment or supplement thereto), or (d) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets.

(l) Moody's Investors Service shall withdraw or lower its rating on the Bonds prior to the Closing Time or there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the City's obligations.

(m) The City shall fail to designate the Series 2016A Bonds as "qualified tax-exempt obligations" under Section 265 of the Internal Revenue Code of 1986, as amended.

(n) The City shall fail to deliver the Continuing Disclosure Certificate.

SECTION 7. CONDITIONS OF THE CITY'S OBLIGATIONS.

The City's obligations hereunder are subject to (a) the receipt by the City and the Underwriter of the opinions and certificates being delivered at the Closing Date by persons and entities other than the City and (b) the Underwriter's performance of its obligations hereunder. The Underwriter represents that it is duly authorized to execute and deliver this Purchase Agreement and that upon execution and delivery of this Purchase Agreement by the Board of Commissioners, this Purchase Agreement shall constitute a legal, valid and binding agreement of the Underwriter enforceable in accordance with its terms. The City covenants to use its best efforts to accomplish, or cause to be accomplished, the conditions set forth herein to the Underwriter's obligations. To the extent to which the City is not in breach of this covenant, the City shall not be liable to the Underwriter for its lost profits, if any.

SECTION 8. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS TO SURVIVE DELIVERY.

All of the City's representations, warranties, and agreements shall remain operative and in full force and effect (unless expressly waived in writing by the Underwriter), regardless of any investigations made by the Underwriter or on its behalf, and shall survive delivery of the Bonds to the Underwriter and the purchase by the Underwriter of the Bonds.

SECTION 9. PAYMENT OF EXPENSES.

Whether or not the Bonds are sold by the City, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City's obligations hereunder. All costs incurred in connection with the issuance or attempted issuance of the Bonds and expenses and costs to effect the authorization, preparation, issuance, delivery, distribution, and sale of the Bonds (including, without limitation, attorneys' and accountants' fees, rating agency's fee, bond registrar's and paying agent's initial fees, and the expenses and costs for the preparation, printing, photocopying, execution, and delivery of the Bonds, the Resolution, this Purchase Agreement, the Preliminary Official Statement and any amendments or supplements thereto, the Official Statement and any amendments or supplements thereto, and all other resolutions or agreements and documents contemplated hereby) shall be paid by the City out of the proceeds of the Bonds or, if the Bonds are not sold by the City or if the proceeds of the Bonds are not sufficient, shall be paid by the City.

SECTION 10. DELIVERY AND USE OF OFFICIAL STATEMENT.

The City authorizes the use and distribution of, and will make available, the Preliminary Official Statement and the Official Statement for the use and distribution by the Underwriter in connection with the sale of the Bonds.

The City shall deliver, or cause to be delivered, to the Underwriter copies of the Preliminary Official Statement in sufficient quantity in order for the Underwriter to comply with Rule 15c2-12(b)(2) promulgated under the Securities Exchange Act of 1934.

The City shall deliver, or cause to be delivered, to the Underwriter copies of the final Official Statement in sufficient quantity in order for the Underwriter to comply with Rule 15c2-12(b)(4) promulgated under the Securities Exchange Act of 1934, as amended, and the rules of the Municipal Securities Rulemaking Board, upon the earlier of (1) seven business days after this Purchase Agreement is executed and delivered or (2) the date which will allow such final Official Statement to accompany any confirmation that requests payment from any customer.

The End of the Underwriting Period shall be the date on which the Bonds are issued and delivered to the Underwriter or to persons designated by the Underwriter.

SECTION 11. UNDERWRITER NOT THE AGENT OR FINANCIAL ADVISOR OF THE CITY.

The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the City and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the City; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the City on other matters) nor has it assumed any other obligation to the City except the obligations expressly set forth in this Agreement, (iv) the Underwriter has financial and other interests that differ from those of the City; and (v) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

SECTION 12. ENGAGEMENT OF COUNSEL.

Gray Pannell & Woodward LLP, Savannah, Georgia, has been engaged as both bond counsel and counsel to the Underwriter in connection with the issuance and delivery of the Bonds. Gray Pannell & Woodward LLP has advised the City and the Underwriter that in acting in such capacities certain of its responsibilities in issuing its opinion as bond counsel and its opinion as Underwriter's counsel may involve potentially differing interests. The parties hereto acknowledge and confirm their consent that Gray Pannell & Woodward LLP act in both capacities.

SECTION 13. NOTICE.

Any notice or other communication to be given to the City under this Purchase Agreement may be given by mailing or delivering the same in writing to the City of Griffin, 100 South Hill Street, Griffin, Georgia 30223, telephone (770) 229-6400, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by mailing or delivering the same in writing to Raymond James & Associates, Inc., Two Buckhead Plaza, Suite 702, 3050 Peachtree Road, N.W., Atlanta, Georgia 30305, Attention: William J. Camp, Managing Director.

SECTION 14. APPLICABLE LAW; NONASSIGNABILITY.

This Purchase Agreement shall be governed by the laws of the State of Georgia. This Purchase Agreement shall not be assigned by the City.

SECTION 15. PARTIES IN INTEREST.

This Purchase Agreement shall be binding upon, and has been and is made for the benefit of, the City and the Underwriter, and to the extent expressed, any person controlling the City or the Underwriter and their successors and assigns, and no other person shall acquire or have any right or interest under or by virtue hereof. The term "successors and assigns" shall not include any purchaser, as such, of any Bond.

SECTION 16. EXECUTION OF COUNTERPARTS.

This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
William J. Camp
Managing Director

Accepted as of the date first above written:

CITY OF GRIFFIN, GEORGIA

By: _____
Dick Morrow, Chairperson
Board of Commissioners