

**GENERAL CERTIFICATE OF
STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
(I-285 & SR 400 RECONSTRUCTION PROJECT)**

February 8, 2016

The State of Georgia Department of Transportation (“GDOT”) hereby represents that as of the date of the execution of the Transaction Documents (as defined herein):

(a) GDOT is an agency of the State of Georgia (the “State”), has full legal right, power and authority to enter into (i) the Intergovernmental Agreement dated as of January 21, 2016 (the “IGA”), by and between GDOT and the State Road and Tollway Authority (“SRTA”), (ii) the Estate for Years dated as of January 21, 2016 (the “Estate for Years” and, together with the IGA, the “Transaction Documents”), by and between GDOT and SRTA and (iii) certain certificates, statements, assurances and other documents, agreements and papers required in connection with the I-285 & SR 400 Reconstruction Project, and to carry out and consummate all transactions contemplated thereby and has duly authorized the execution, delivery and performance of the Transaction Documents. Pursuant to the Estate for Years, GDOT has granted SRTA an estate for years in the real property described therein.

(b) The Transaction Documents (i) have been duly authorized, executed and delivered by GDOT, (ii) constitute the legal, valid and binding agreement of GDOT enforceable in accordance with their terms, subject to any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors’ rights and to general equitable principles as recognized in the State, and (iii) are in full force and effect.

(c) The Joint Resolution (i) was adopted by the State Transportation Board on June 18, 2015 and by SRTA on June 24, 2015 (the “Joint Resolution”) in accordance with applicable law, (ii) has not been amended or modified since its adoption and (iii) is in full force and effect.

(d) Upon execution and delivery of the Transaction Documents, GDOT is not in default of any of the material terms of or obligations under the Transaction Documents.

(e) The execution and delivery of the Transaction Documents, the consummation of the transactions therein described and the fulfillment of or compliance with the terms and conditions thereof will not, in any material respect, conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) by GDOT of any agreement by which it is bound which is material to the performance of its obligations under the Transaction Documents, any provision of applicable law or administrative rule or regulation, any applicable court or administrative decree or order, or any contract or other agreement or instrument to which GDOT is a party or by which it or its properties are otherwise subject or bound.

(f) GDOT has obtained, maintains in full force and effect, and has complied with, in all material respects, all necessary governmental authorizations and consents and approvals of any other persons that are required for GDOT to execute, deliver and perform its obligations under the Transaction Documents and GDOT has no reason to believe that any of the governmental authorizations so expected to be obtained by it in the ordinary course of business by the time they are necessary will not be so obtained; provided, however, that no representation is made as to the ability of GDOT to receive appropriations during any year other than the current fiscal year for which appropriations have already been made.

(g) All authorizations, consents, approvals, and reviews required as of the date of the execution and delivery of the Transaction Documents for the undertaking and completion by GDOT of the I-285 & SR 400 Reconstruction Project have been obtained or effected and are in full force and effect.

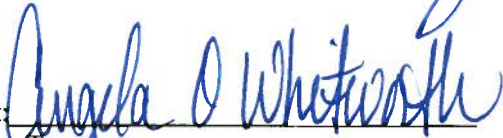
(h) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of GDOT, without obligation to investigate, threatened against or affecting GDOT, which, in and of themselves, would be likely to materially and adversely affect the consummation of the transactions contemplated by the Transaction Documents or the Joint Resolution. GDOT is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would be likely to materially and adversely affect the consummation of the transactions contemplated by the Transaction Documents or the Joint Resolution.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO
GENERAL CERTIFICATE OF
STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA DEPARTMENT OF
TRANSPORTATION**

By: 
Commissioner

Attest: 
Treasurer