

\$16,000,000
JEFFERSON COUNTY BUILDING COMMISSION (WEST VIRGINIA)
LEASE REVENUE BONDS
(JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX PROJECT)
SERIES 2025

BOND PURCHASE AGREEMENT

June 18, 2025

Jefferson County Building Commission
124 East Washington Street
Charles Town, West Virginia 25414

Ladies and Gentlemen:

Carty, Harding and Hearn, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the Jefferson County Building Commission (the “Issuer”), with the acknowledgement and agreement of The County Commission of Jefferson County (the “County Commission”), for the purchase of the Issuer’s Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project), Series 2025 (the “Series 2025 Bonds”). This offer is made subject to acceptance and execution of this Purchase Agreement by the Issuer prior to 6:00 p.m., local prevailing time on the date hereof, or until withdrawn by the Underwriter upon written notice to the Issuer as permitted herein, whichever shall occur earlier. Upon such acceptance and approval, as evidenced by the signatures of the Chairman of the Issuer and the President of the County Commission in the spaces provided below, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter, and the provisions of Sections 6 and 11 through 13 shall be binding on the County Commission. All capitalized terms used in this Purchase Agreement and not otherwise defined herein shall have the meanings set forth in the hereinafter described Ordinance and the Bond Indenture and Security Agreement dated as of June 1, 2025 (the “Indenture”) by and between the Issuer and United Bank, as trustee (the “Trustee”).

The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2025 Bonds pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided, or is currently providing, other services to the Issuer on other matters), (iv) the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this

Purchase Agreement, and (v) the Issuer has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

1. The proceeds of the Series 2025 Bonds shall be used to finance (i) a portion of the costs of the design, acquisition, construction, renovation, improvement, furnishing and equipping of certain real estate which upon completion shall be a Government and Judicial Complex; (ii) paying the premium for a municipal bond insurance policy (the “Series 2025 Bonds Insurance Policy”) from Build America Mutual Assurance Company (the “Bond Insurer”) to secure the payment of the principal of, and interest on, the Series 2025 Bonds; and (iii) the costs of issuing the Series 2025 Bonds.

The Series 2025 Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of, an Ordinance finally enacted by the Issuer on June 2, 2025, as supplemented by a Supplemental Resolution adopted on June 2, 2025, and a Certificate of Determinations dated June 18, 2025 executed by the Chairman of the Issuer (collectively, the “Ordinance”). The Series 2025 Bonds shall be secured by (1) the Indenture, which, among other things, assigns to the Trustee payments to be received by the Issuer pursuant to the Lease Agreement effective as of the date of Closing (the “Lease”) by and between the Issuer and the County Commission, except for the Unassigned Issuer’s Rights (as such term is defined in the Indenture), (2) an Assignment of Leases effective as of the date of Closing, to be executed by the Issuer in favor the Trustee (the “Assignment of Leases”), and (3) a Credit Line Deed of Trust, Security Agreement and Fixture Filing, effective as of the date of Closing (the “Deed of Trust”), by and among the Issuer, as grantor, the trustees named therein and the Trustee, as beneficiary, pursuant to which the Issuer will grant to the Trustee a deed of trust first lien and security interest in and to, and otherwise encumber, those certain lots or parcels of land to be known as the Government and Judicial Complex, together with all improvements thereon and appurtenances thereto, located at 393 North Lawrence Street and 330 North George Street, Charles Town, West Virginia (the “Facility”).

Upon the terms and conditions and upon the basis of the representations and warranties set forth in this Purchase Agreement, the Underwriter agrees to purchase from the Issuer, and the Issuer agrees to sell to the Underwriter, the Series 2025 Bonds, at an aggregate purchase price of \$16,094,379.20 (par minus Underwriter’s discount of \$144,000.00 plus a net original issue premium of \$238,379.20).

The Series 2025 Bonds shall mature on the dates and in the amounts, and shall bear interest from their date until maturity or until the date fixed for redemption if the Series 2025 Bonds are called for prior redemption and payment on such date provided therefore, payable semiannually on January 1 and July 1 (each an “Interest Payment Date”), commencing January 1, 2026, as more fully described on Exhibit A attached hereto and incorporated herein by reference.

The Underwriter agrees to make a bona fide public offering of the Series 2025 Bonds at the initial offering prices as set forth in the Official Statement (as hereinafter defined) and in Exhibit A, which prices may be changed from time to time by the Underwriter.

2. Concurrently with the acceptance of this Purchase Agreement by the Issuer, the Issuer shall deliver or cause to be delivered to the Underwriter three (3) copies of the Official Statement relating to the Series 2025 Bonds, substantially in the form of the Preliminary Official Statement, and prior to delivery of the Series 2025 Bonds, a copy of the Official Statement (the "Official Statement") dated the date of this Purchase Agreement, signed on behalf of the Issuer by its Chairman, and the County Commission by its President.

3. The Official Statement has been approved for distribution by the Ordinance. The Issuer authorizes the use of copies of the Official Statement and the Ordinance in connection with the public offering and sale of the Series 2025 Bonds.

On June 12, 2025, the Issuer delivered to the Underwriter the Preliminary Official Statement and the Underwriter received a certificate from the Issuer which deemed the Preliminary Official Statement "final" within the meaning of clause (b)(1) of Rule 15c2-12 ("Rule 15c2-12") under the Securities and Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) and Rule G-32 and all other rules of the Municipal Securities Rulemaking Board. The Issuer shall deliver or cause to be delivered to the Underwriter, after the acceptance by the Issuer of this Purchase Agreement, and within the time required by Rule 15c2-12, an adequate number of copies of the Official Statement.

Unless otherwise notified in writing by the Underwriter on or prior to the date of Closing, the "End of the Underwriting Period" for the Series 2025 Bonds for all purposes of Rule 15c2-12 is the date of the Closing, as hereinafter defined. In the event such notice is given in writing by the Underwriter, the Underwriter agrees to notify the Issuer in writing following the occurrence of the End of the Underwriting Period for the Series 2025 Bonds as defined in Rule 15c2-12.

The Issuer covenants and agrees that if, after the date of this Purchase Agreement and until after the End of the Underwriting Period (as determined above), any event shall occur of which the Issuer has actual knowledge as a result of which it is necessary to amend or supplement the Official Statement to make the Official Statement not misleading in any material respect in light of the circumstances then existing, or if it is necessary to amend or supplement the Official Statement to comply with law, to notify the Underwriter (and for the purposes hereof to provide the Underwriter with such information as it may from time to time reasonably request), and to cooperate in the preparation of a reasonable number of copies of either amendments or supplements to the Official Statement (in form and substance satisfactory to the Underwriter and its counsel) at the expense of the Issuer so that the Official Statement as so amended and supplemented will not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading in any material respect.

For the purposes of this paragraph and for only so long as required by this paragraph, the Issuer will furnish such information with respect to itself as the Underwriter from time to time reasonably requests. The Underwriter hereby agrees that it will deposit or cause to be deposited with the Municipal Securities Rulemaking Board a copy of the Official Statement at or prior to the time contemplated by Rule 15c2-12.

The Underwriter acknowledges and agrees that any liability of the Issuer that may arise from its representations and agreements made in this paragraph 3 shall be limited to the proceeds of the Series 2025 Bonds (provided that the foregoing shall not be deemed to prevent the Underwriter or the Issuer from seeking to enforce such agreements).

4. At 10:00 a.m. prevailing time, on June 27, 2025, or such other date or time as may be agreed upon by the parties to this Purchase Agreement (the “Closing”), the Issuer will deliver or cause to be delivered to the Underwriter, (a) the Series 2025 Bonds in the form of one certificate for each maturity fully registered in the name of CEDE & CO., as registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”), duly executed by the Issuer and authenticated by the Bond Registrar, and (b) at such other place as the parties to this Purchase Agreement mutually agree upon, will deliver to the Underwriter the other documents required in this Purchase Agreement and by the Ordinance and the Indenture. Upon such delivery of the Series 2025 Bonds, the Underwriter will accept such delivery and pay the purchase price therefor, plus any accrued interest thereon, in immediately available funds to the order of the Trustee and/or such other party or parties as may be agreed upon by the parties to this Purchase Agreement, for the account of the Issuer. Such delivery shall be made at DTC, with the payment and other requisite actions to be taken at the place designated by the parties to this Purchase Agreement. The Series 2025 Bonds shall be made available to the Underwriter at DTC at least forty-eight (48) hours before the Closing for the purpose of inspection and packaging; provided, that if DTC Fast delivery is used, then the Series 2025 Bonds shall be made available to the Bond Registrar by 4:00 p.m. on June 26, 2025. If the Issuer does not have a Blanket DTC Letter of Representation (the “DTC Letter of Representations”), the Issuer agrees to provide one to DTC.

5. The Issuer represents and warrants to the Underwriter and agrees that:

(a) The Issuer is a public corporation and county building commission, duly created and validly existing under the laws of the State of West Virginia, with the powers set forth in Chapter 8, Article 33 of the West Virginia Code of 1931, as amended (the “Act”), and has full power and authority pursuant to the Constitution of the State, the other laws of the State of West Virginia (the “State”), including, without limitation, the Act, and any regulations promulgated thereunder, as the same may be amended or replaced from time to time (collectively, the “Laws”), to: (i) enter into this Purchase Agreement; (ii) enact the Ordinance; (iii) enter into the Indenture, the Lease, the Assignment of Leases, and the Deed of Trust; (iv) issue, sell and deliver the Series 2025 Bonds to the Underwriter as provided in this Purchase Agreement; and (v) perform its obligations under and as contemplated in this Agreement, the Ordinance, the Indenture, the Lease, the Assignment of Leases, the Deed of Trust, the Tax and Non-Arbitrage Certificate dated the date of Closing (the “Tax Certificate”), the Series 2025 Bonds, and any documents or instruments required to be executed by the Issuer in connection with any of the foregoing (collectively, the “Transaction Documents”). The members and other officials of the Issuer have been duly and lawfully appointed to such positions.

(b) The Issuer shall have complied and will comply at the Closing in all respects with all applicable statutes and laws, including the Act;

(c) The Issuer has, by the Ordinance, which Ordinance has not been amended, further supplemented, rescinded or repealed, and which remains in full force and effect, duly authorized the execution, delivery and due performance of each of the Transaction Documents and the taking of any action as may be required on the part of the Issuer to consummate the transactions contemplated by the Transaction Documents. All necessary approvals of the transactions contemplated by the Transaction Documents of the County Commission and of the Issuer, have been obtained; and there is no further requirement as to any other consent, approval, authorization or other order of, filing with, registration with, or certification by, any regulatory authority having jurisdiction over the Issuer and no election or referendum of or by any person, organization or public body whatsoever is required in connection with any of the foregoing transactions, except the Issuer makes no such representations with respect to the Blue Sky requirements of any state. There are no provisions of the Laws which would allow, as of the date of this Purchase Agreement or any subsequent date, any public vote, referendum, or other non-judicial proceeding the results of which could invalidate any of the Transaction Documents or invalidate, limit or condition the obligations of the Issuer undertaken in any of the Transaction Documents or under any document or instrument executed in connection with the transactions contemplated by any of the Transaction Documents.

(d) The information contained in the Preliminary Official Statement and in the Official Statement is and, as of the date of Closing, will be, to the best knowledge of the Issuer, true and to the best knowledge of the Issuer does not contain and will not contain any untrue statement of a material fact and to the best knowledge of the Issuer does not omit and will not omit 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;

(e) At the time of the Issuer's acceptance hereof and (unless an event occurs of the nature described in this paragraph 5, subparagraph (i) hereof) at all times during the period from the date of this Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2025 Bonds (as determined in accordance with paragraph 5, subparagraph (i) hereof), to the best knowledge of the Issuer, the Official Statement does not 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;

(f) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to this subparagraph) at all times during the period from the date of this Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2025 Bonds (as determined in accordance with paragraph 5, subparagraph (i) hereof), the Official Statement as so supplemented or amended, to the best knowledge of the Issuer, 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;

(g) If during the period from the date of this Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2025 Bonds (as determined in accordance with paragraph 5, subparagraph (i) hereof)

any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter of any such event of which it has knowledge and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will prepare and furnish to the Underwriter, at its own expense (i) a reasonable number of copies of the supplement or amendment to the Official Statement in form and substance approved by the Issuer and acceptable to the Underwriter, and (ii) if such notification shall be subsequent to the Closing, such legal opinion, certification, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement;

(h) Prior to the Issuer's acceptance hereof, the Issuer delivered to the Underwriter copies of the Preliminary Official Statement which the Issuer deemed final (for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934) as of the date thereof; provided, however, that in making the representation and warranty contained in this paragraph (h) the Issuer shall not be deemed to have made any additional representation or warranty as to the Preliminary Official Statement other than the representation and warranty contained in paragraph (n);

(i) For purposes of this Purchase Agreement, the End of the Underwriting Period for the Series 2025 Bonds shall mean the earlier of (1) the day of the Closing unless the Issuer has been notified in writing by the Underwriter, on or prior to the day of the Closing, that the End of the Underwriting Period for the Series 2025 Bonds for all purposes of Rule 15c2-12 will not occur on the day of the Closing, or (2) the date on which notice is given to the Issuer by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the Issuer pursuant to clause (1) above that the End of the Underwriting Period for the Series 2025 Bonds will not occur on the day of the Closing, the Underwriter agrees to notify the Issuer in writing as soon as practicable following the "End of the Underwriting Period" for the Series 2025 Bonds for all purposes of the Rule;

(j) The Issuer has duly authorized all necessary action to be taken by it for: (1) the issuance and sale of the Series 2025 Bonds upon the terms set forth herein, in the Ordinance, the Indenture and in the Official Statement; (2) the execution and delivery of the Indenture; (3) the approval of the Official Statement and the execution, distribution and delivery of the Official Statement by the Chairman of the Issuer; (4) the execution, delivery, receipt and due performance of this Purchase Agreement, the Series 2025 Bonds, the Ordinance, the Indenture and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (5) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Ordinance and the Official Statement;

(k) The Series 2025 Bonds will conform to their description in the Ordinance and the Indenture, and when delivered to and paid for by the Underwriter, will have been duly authorized, executed, issued, and delivered by, and will constitute valid and binding special, limited obligations of the Issuer, payable from the sources specified in the Ordinance and the

Indenture, enforceable in accordance with their terms and the terms of the Ordinance and the Indenture, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and except to the extent that the enforceability may be limited by the application of general principles of equity. No event of default under the Indenture, any other Transaction Documents or the Ordinance has occurred and is continuing, and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute such an event of default.

(l) Upon their due execution and delivery, the Transaction Documents will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms and the terms of the Ordinance and the Indenture, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and except to the extent that the enforceability may be limited by the application of general principles of equity.

(m) The execution and delivery of the Transaction Documents, the enactment of the Ordinance, and compliance with the provisions of the Transaction Documents, will not conflict with or result in a violation of the Laws or any other law to which the Transaction Documents or the transactions contemplated thereby are subject, including, without limitation, any debt limitations or other restrictions or conditions on the debt-issuing power of the Issuer, and will not conflict with or result in a violation of, or breach of, or constitute a default under, any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, note, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which the Issuer is a party or by which it is bound.

(n) Other than the complaint submitted on May 20, 2025 by David C. Tabb and Daniel P. Lutz, Jr. to the U.S. Securities and Exchange Commission (the "SEC") via the SEC's "Submit a Tip or Complaint" form on the SEC website, no action, suit, inquiry, investigation or proceeding, at law or in equity, to which the Issuer is or would be a party, is pending or threatened, nor to the best of the knowledge of the Issuer, is any such matter to which the Issuer is not a party, pending or threatened, in or before any court, governmental agency, authority, body or arbitrator, which in any way: (i) affects the creation, organization or existence of the Issuer; or (ii) contests the title of the present members of the Issuer's governing body or other officers of the Issuer to their respective offices; or (iii) seeks to restrain or enjoin the issuance, sale or delivery of the Series 2025 Bonds or the execution and delivery of the Transaction Documents, or the pledge of any funds or property pledged under the Transaction Documents, to secure the payment of the principal of and interest on the Series 2025 Bonds (the "Pledged Property"); or (iv) contests or affects, in any way, the validity or enforceability of the Transaction Documents, the pledge of the Pledged Property, the powers or authority of the Issuer with respect to the Transaction Documents; or (v) contests or affects the exemption of the Series 2025 Bonds or the Indenture from registration with the United States Securities and Exchange Commission.

(o) The execution and delivery of the Official Statement, this Purchase Agreement, the Series 2025 Bonds, the Ordinance, the Indenture and the other agreements contemplated hereby and by the Official Statement, and compliance with the provisions thereof, to the best knowledge of the Issuer, will not conflict with or constitute on the Issuer's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any

agreement, indenture, mortgage, lease or other instrument to which the Issuer is subject or by which the Issuer is or may be bound, and to the knowledge of the representatives of the Issuer all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated thereby have been obtained;

(p) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Issuer is a bond issuer whose arbitrage certifications may not be relied upon;

(q) The covenants, representations and warranties of the Issuer contained in the Indenture, the Lease, the Assignment of Leases, and the Deed of Trust will, when the Indenture, the Lease, the Assignment of Leases, and the Deed of Trust are executed and delivered by the Issuer, be true and correct in all material respects.

(r) Any certificate signed by the Chairman of the Issuer or any of the Issuer's authorized officers and delivered to the Underwriter shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein. It is understood that the representations, warranties and covenants by the Issuer contained in this Section 5 and elsewhere in this Purchase Agreement shall not create any general obligation or liability of the Issuer, nor shall any member, official or employee of the Issuer be personally liable therefor.

6. The County Commission represents and warrants to the Underwriter and agrees that:

(a) The County Commission is a public corporation and the governing body of Jefferson County, West Virginia, a political subdivision of the State of West Virginia duly created and validly existing under the laws of the State of West Virginia, with the powers set forth in Chapter 7, Article 1 of the West Virginia Code, and has full power and authority pursuant to the Laws, to: (i) enter into this Purchase Agreement; (ii) adopt the Order dated June 5, 2025, authorizing the transactions contemplated hereby and in the Preliminary Official Statement and the Transaction Documents (the "County Commission Order"); (iii) enter into the Lease, the Undertaking (defined herein) and any other Transaction Documents to which it is a party; and (iv) perform its obligations under and as contemplated in this Purchase Agreement, the County Commission Order, the Lease, the Undertaking and any documents or instruments required to be executed by the County Commission in connection with any of the foregoing. The members and other officials of the Issuer have been duly and lawfully elected or appointed, as applicable, to such positions.

(b) The information contained in the Preliminary Official Statement and in the Official Statement is and, as of the date of Closing, will be, to the best knowledge of the County Commission, true and to the best knowledge of the County Commission does not contain and will not contain any untrue statement of a material fact and to the best knowledge of the County Commission does not omit and will not omit 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.

(c) Other than the complaint submitted on May 20, 2025 by David Tabb and Daniel P. Lutz, Jr. to the SEC via the SEC's "Submit a Tip or Complaint" form on the SEC website,

there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the County Commission's knowledge, threatened, against the County Commission, wherein an unfavorable ruling or finding would adversely affect the validity or enforceability of the Lease, or which would materially and adversely affect any of the transactions contemplated hereby or under any of the other Transaction Documents, or the ability of the County Commission to perform its obligations hereunder or thereunder.

(d) All financial statements of the County Commission included as a part of the Preliminary Official Statement and the Official Statement (the "Financial Statements"), to the knowledge of the County Commission, fairly present the financial condition of the County Commission as of the respective dates and the results of its operations for the respective periods therein set forth and have been prepared when so indicated in accordance with generally accepted accounting principles consistently applied and, to the knowledge of the County Commission, since the respective most recent dates as of which information is given in the Preliminary Official Statement or the Official Statement, there has not been any material adverse change in the general affairs, management, financial position, or results of operations of the County Commission and no material transactions or obligations other than in the ordinary course of business have been entered into by the County Commission, except as reflected in or contemplated by the Official Statement;

(e) At or prior to the Closing, the County Commission shall have duly authorized, executed and delivered a written continuing disclosure undertaking (an "Undertaking") which complies with the provisions of Rule 15c2-12(b)(5) and which shall be substantially in the form attached as Exhibit F to the Preliminary Official Statement;

(f) The Facility will be used by the County Commission at all times in accordance with the Laws, and the County Commission has full legal right, power and authority to operate the Facility.

(g) The County Commission will not take or omit to take any action which action or omission would result in the loss of the excludability from gross income for purposes of federal income taxation of the interest on the Series 2025 Bonds.

(h) The County Commission has not taken and shall not take any action or omit to take any action which action or omission will cause the County Commission to breach, violate or default under any provision of the Lease.

(i) To the knowledge of the County Commission, it is not in breach of or in default under any existing law, court or administrative regulation, judgment, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it is bound, and no event has occurred or is continuing that, with passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder, except in either case for such breaches, defaults or potential defaults or events of default, if any, which individually and in the aggregate would have no material adverse effect on the performance by the County Commission under the Lease.

(j) Any certificate signed by the President of the County Commission or any of the County Commission's authorized officers and delivered to the Underwriter shall be deemed a representation and warranty by the County Commission to the Underwriter as to the statements made therein. It is understood that the representations, warranties and covenants by the Issuer contained in this Section 6 and elsewhere in this Purchase Agreement shall not create any general obligation or liability of the County Commission, nor shall any member, official or employee of the County Commission be personally liable therefor.

7. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer and the County Commission made herein. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) At or prior to the time of the Closing, the Ordinance and the Undertaking, as approved by the Underwriter or its counsel, shall have been approved by the appropriate parties, shall have been duly executed, acknowledged, sealed and delivered, shall be in full force and effect and shall not have been amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter;

(b) The Underwriter shall have the right to cancel its obligations hereunder to purchase the Series 2025 Bonds (such cancellation shall not constitute a default hereunder) by notifying the Issuer in writing of its election to do so between the date hereof and date of Closing, if at any time hereafter and prior to the date of Closing:

(i) Any legislation, rule or regulation shall be introduced in, or enacted by, the United States House of Representatives or the United States Senate or any committee thereof, or a decision by a court established under Article III of the Constitution of the United States of America, 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, which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Series 2025 Bonds;

(ii) Any legislation, ordinance, rule or regulation shall be introduced in or enacted by any governmental body, department or agency of the State of West Virginia or political subdivision thereof, or a decision by any court of competent jurisdiction within the State of West Virginia shall have been rendered which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Series 2025 Bonds;

(iii) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other government 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 Series 2025 Bonds, or the issuance, offering or sale of the Series 2025 Bonds, including all the underlying obligations, as contemplated hereby or by the Official Statement, is in violation of any provisions of the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities and 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;

(iv) Any event shall have occurred or information become known which, in the Underwriter's reasonable opinion, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement or the Underwriter shall have determined that the Preliminary Official Statement or the Official Statement contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(v) A general banking moratorium shall have been established by Federal, New York State or West Virginia authorities;

(vi) In the reasonable opinion of the Underwriter, the market price of the Series 2025 Bonds, or the market price generally of obligations of the general character of the Series 2025 Bonds, has been adversely affected due to (1) the imposition of additional material restrictions not in force as of the date hereof upon trading in securities generally by any governmental authority or by any national securities exchange, (2) the imposition by the New York Stock Exchange, other national securities exchange or any governmental authority of any material restrictions as to the Series 2025 Bonds or similar obligations not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter, or (3) war or any outbreak of hostilities or other national or international calamity or crisis shall have occurred or any armed conflict shall have occurred or escalated to such a magnitude as in the reasonable opinion of the Underwriter to have a materially adverse effect on the ability of the Underwriter to market the Series 2025 Bonds;

(vii) There shall have been any materially adverse change in the affairs of the Issuer or the County Commission; or

(viii) additional events or announcements related to the COVID-19 virus and any other designated pandemic and its impact result in the cancellation of orders from investors or inability of investors to proceed with the purchase of their Series 2025 Bonds in an amount that the Underwriter deems to have an adverse material impact on the sale of and market for the Series 2025 Bonds; and

(c) At or prior to the Closing, the Underwriter and the Issuer shall receive the following documents, in each case in form and substance satisfactory to the Underwriter and its counsel:

(i) An opinion, dated the date of the Closing and addressed to the Issuer and the Underwriter, of Bowles Rice LLP, Bond Counsel, in substantially the form attached as Appendix E to the Official Statement;

(ii) A supplemental bond counsel opinion, dated the date of the Closing and addressed to the Underwriter, of Bowles Rice LLP, Bond Counsel, to the effect that (1) this

Purchase Agreement has been duly authorized, executed and delivered by, and (assuming due authorization, execution and delivery by the Underwriter and that it is a binding agreement of the Underwriter in accordance with its terms) constitutes a binding agreement in accordance with its terms of, the Issuer; (2) the Series 2025 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; (3) the statements contained in the Official Statement under the caption “TAX MATTERS” are true and accurate in all material respects and present a fair and accurate summary and description of the matters summarized and described under such caption; and (4) nothing has come to their attention which would lead them to believe that the statements contained in the Official Statement under the captions “INTRODUCTION,” “THE LEASE AGREEMENT,” “THE INDENTURE,” “THE DEED OF TRUST,” “THE SERIES 2025 BONDS” (except for the statements referred to therein under “Book-Entry Only System” with respect to The Depository Trust Company), “SECURITY FOR THE SERIES 2025 BONDS,” “PLAN OF FINANCE,” “APPENDIX C – Forms of Principal Documents,” and “APPENDIX E – Proposed Form of Bond Counsel Opinion,” insofar as such statements contained under such captions purport to summarize certain matters set forth therein and certain provisions of the Series 2025 Bonds, the Ordinance, the Lease, the Indenture, the Deed of Trust, and the opinion of Bond Counsel, do not present fairly in all material respects the matters referred to therein;

(iii) An opinion, dated the date of Closing and addressed to the Underwriter, of Bowles Rice LLP, counsel to the Issuer, to the effect that (1) the Issuer is a duly organized and validly existing public corporation and county building commission under and pursuant to the Constitution and laws of the State of West Virginia, with full legal right, power and authority to enter into this Purchase Agreement, to enact the Ordinance, to pledge the security as set forth in the Ordinance, the Lease, the Assignment of Leases, the Deed of Trust, and the Indenture, to issue, sell and deliver the Series 2025 Bonds to the Underwriter as provided in this Purchase Agreement, to own the Facility as set forth in and contemplated by the Official Statement and to carry out, give effect to and consummate the transactions contemplated by the Series 2025 Bonds, the Ordinance, the Lease, the Assignment of Leases, the Deed of Trust, the Indenture, the Tax Certificate, this Purchase Agreement and the Official Statement; (2) the members and officers of the Issuer have been duly and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Issuer in their respective capacities; (3) the Ordinance has been duly enacted by the Issuer and is in full force and effect; (4) the Lease, the Assignment of Leases, the Indenture, the Tax Certificate, the Deed of Trust and this Purchase Agreement (collectively, the “Transaction Documents”) and the Series 2025 Bonds have been duly authorized, executed and delivered by the Issuer, and (assuming due authorization, execution and delivery by the other parties and that such agreements are binding agreements in accordance with their terms) each constitutes a legal, valid and binding agreement and obligation of the Issuer, enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium, fraudulent transfer or other laws affecting the enforcement of creditors’ rights from time to time in effect and may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies and, provided further, no opinion need be expressed with respect any waiver or severability provisions set forth therein; (5) the Issuer has duly authorized the execution, delivery and distribution of the Official Statement; (6) to their knowledge, the Issuer is not in breach of or in

default under any constitutional provision, applicable law or administrative rule or regulation of the State of West Virginia, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order, or, to their knowledge, any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Issuer is party or to which the Issuer or any of the properties or assets of the Issuer are otherwise subject or bound, which breach or default, in any material way, directly or indirectly, would affect the issuance, execution or delivery of the Series 2025 Bonds or the validity thereof, the validity or enacting of the Ordinance or of the execution or delivery of the Transaction Documents or the other instruments contemplated by any of such documents to which the Issuer is a party; and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default; and the enacting of the Ordinance and the execution and delivery of the Series 2025 Bonds, the Transaction Documents and the other documents and instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any constitutional provision, applicable law or administrative rule or regulation of the State of West Virginia, the United States of America, or of any department, division, agency or instrumentality of either thereof, or, to their knowledge, any applicable court or administrative decree or order, or, to their knowledge, any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties are otherwise subject or bound; (7) to their knowledge, other than the complaint submitted on May 20, 2025 by David Tabb and Daniel P. Lutz, Jr. to the U.S. Securities and Exchange Commission (the "SEC") via the SEC's "Submit a Tip or Complaint" form on the SEC website, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or to their knowledge threatened in any way questioning or affecting the corporate existence of the Issuer, the organization of the board of the Issuer, or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Series 2025 Bonds, the application of the proceeds thereof in accordance with the Ordinance, the Lease or the Indenture or any assets pledged or to be pledged to pay the principal of and interest on the Series 2025 Bonds, or the pledge of and lien on the security pursuant to the Ordinance, the Lease, the Assignment of Leases, the Deed of Trust and the Indenture, or in any way contesting or affecting the validity or enforceability of the Series 2025 Bonds, the Ordinance, the Transaction Documents or any action of the Issuer, contemplated by any of said documents, or contesting the completeness or accuracy of the Official Statement, or contesting the powers or authority of the Issuer with respect to the issuance, sale or delivery of the Series 2025 Bonds, the enacting of the Ordinance, or the execution and delivery of the Transaction Documents or any action on the part of the Issuer contemplated by any of said documents; (8) all approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute conditions precedent to, or the absence of which would materially adversely affect, the due performance by the Issuer of its obligations under the Ordinance, the Series 2025 Bonds or the Transaction Documents, have been duly obtained and are in full force and effect, except for such approvals, consents and orders as may be required under Blue Sky or other securities laws of any state in connection with the offering and sale of the Series 2025 Bonds, as to which no opinion need be expressed; and (9) the statements contained in the Official Statement on the cover and under the captions "INTRODUCTION," "JEFFERSON COUNTY BUILDING COMMISSION," "ABSENCE OF MATERIAL LITIGATION," and "APPROVAL OF LEGAL PROCEEDINGS," insofar as such statements

purport to summarize characteristics and matters of the Issuer, are accurate and fairly present the information purported to be shown with respect thereto;

(iv) Two counterpart originals of a transcript of all proceedings relating to the authorization and issuance of the Series 2025 Bonds (to be delivered post-Closing);

(v) An opinion, dated the date of the Closing and addressed to the Underwriter, of Jackson Kelly PLLC, Underwriter's Counsel, in the form acceptable to the Underwriter;

(vi) An opinion, dated the date of Closing and addressed to the County Commission, Bond Counsel, the Issuer, the Underwriter and the Bond Insurer, of the Office of the Jefferson County Prosecuting Attorney, by Assistant Prosecuting Attorney Nathan P. Cochran, Esquire, counsel to the County Commission, to the effect that (1) The County Commission of Jefferson County, West Virginia, is a duly organized and validly existing county commission, public corporation and governing body of Jefferson County, a political subdivision under and pursuant to the Constitution and laws of the State of West Virginia with full legal right, power and authority to enter into the Lease, this Purchase Agreement, the Tax Certificate and the Undertaking (collectively, the "Transaction Documents") and to carry out, give effect to and consummate the transactions contemplated by the Transaction Documents; (2) the County Commission Order has been duly adopted by the County Commission and is in full force and effect; (3) the Transaction Documents have been duly authorized, executed and delivered by the County Commission, and (assuming due authorization, execution and delivery by the other parties and that such agreements are binding agreements in accordance with their terms), the Transaction Documents constitute legal, valid and binding agreements and obligations of the County Commission, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights from time to time in effect; (4) to their knowledge, the County Commission is not in breach of or in default under any constitutional provision, applicable law or administrative rule or regulation of the State of West Virginia, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order, or, to their knowledge, any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument which has been brought to their attention and to which the County Commission is party or to which the County Commission or any of the properties or assets are otherwise subject or bound, which breach or default, in any material way, directly or indirectly, would affect the validity of the Transaction Documents or of the execution or delivery of the Transaction Documents or any other instruments contemplated by any of such documents to which the County Commission is a party; and, to their knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default; and the execution and delivery of the Transaction Documents and the other documents and instruments contemplated by and of the Transaction Documents and compliance with the provisions thereof, will not conflict with or constitute a breach of or default under any constitutional provision, applicable law or administrative rule or regulation of the State of West Virginia, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order, or, to their knowledge, any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument

which has been brought to their attention and to which the County Commission is a party or to which the County Commission or any of the properties or assets are otherwise subject or bound; (5) to their knowledge, other than the complaint submitted on May 20, 2025, by David C. Tabb and Daniel P. Lutz, Jr. to the U.S. Securities and Exchange Commission (the "SEC") via the SEC's "Submit a Tip or Complaint" form on the SEC website, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or to their knowledge threatened in any way questioning or affecting the corporate existence of the County Commission, the organization of the County Commission, or the titles of the officers and members of the County Commission, the members of the County Commission thereof to their respective offices, or in any way contesting or affecting the validity or enforceability of the Transaction Documents or any action of the County Commission, contemplated thereby, or contesting the powers or authority of the County Commission with respect to the execution and delivery of the Transaction Documents or any action on the part of the County Commission contemplated thereby; (6) all approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute conditions precedent to, or the absence of which would materially adversely affect, the due performance by the County Commission of its obligations under the Transaction Documents have been duly obtained and are in full force and effect; (7) the statements contained in the Official Statement on the cover and under the captions "INTRODUCTION," "JEFFERSON COUNTY," "ABSENCE OF MATERIAL LITIGATION," "APPROVAL OF LEGAL PROCEEDINGS," and "CONTINUING DISCLOSURE," insofar as such statements purport to summarize characteristics and matters of the County Commission, are accurate and fairly present the information purported to be shown with respect thereto; (8) based upon their participation in the preparation of the Official Statement and without having made any independent investigations of the operation or affairs of the County Commission or any independent verification of the statements of fact contained in the Official Statement including the appendices thereto, such counsel does not believe that the Official Statement (except as to information regarding financial and statistical data contained in the Official Statement, as to which no opinion or belief need be expressed) contains any untrue statement of a material fact or omits to state a material fact which, in their judgment, is required to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and (9) the County Commission is permitted by law to expend public funds of the County Commission for the Project;

(vii) A certificate, satisfactory to the Underwriter, of the Issuer's Chairman attested by the Issuer's Secretary, dated as of the Closing Date, to the effect that: (1) the Issuer has duly performed all obligations to be performed by it at or prior to the Closing Date and that each of the representations and warranties given by the Issuer and contained herein is true as of the Closing Date; (2) the execution, delivery, receipt and due performance of the Series 2025 Bonds, the Indenture, the Lease, the Assignment of Leases, the Deed of Trust, the Tax Certificate, this Purchase Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer to carry out, give effect to and consummate the transactions contemplated hereby has occurred; (3) other than the complaint submitted on May 20, 2025, by David C. Tabb and Daniel P. Lutz, Jr. to the U.S. Securities and Exchange Commission (the "SEC") via the SEC's "Submit a Tip or Complaint" form on the SEC website, no litigation is pending, or, to the Issuer's actual knowledge, threatened, to restrain or enjoin the

issuance or sale of the Series 2025 Bonds or in any way affecting any authority for or the validity of the Series 2025 Bonds, the Indenture, the Lease, the Assignment of Leases, the Deed of Trust, the Tax Certificate, this Purchase Agreement or the Issuer's existence or powers; (4) the execution, delivery, receipt and due performance of the Series 2025 Bonds, the Indenture, the Lease, the Assignment of Leases, the Deed of Trust, the Tax Certificate, this Purchase Agreement and other agreements contemplated hereby under the circumstances contemplated hereby and the Issuer's compliance with the provisions thereof comply with the Act; and (5) the Issuer has duly authorized the execution, delivery and distribution of the Official Statement and approved the language therein.

(viii) A certificate, satisfactory to the Underwriter, of the President of the County Commission and attested by the Jefferson County Clerk, dated as of the Closing Date, to the effect that: (1) the County Commission has duly performed all obligations to be performed by it at or prior to the Closing Date; (2) the execution, delivery, receipt and due performance of the Lease, the Tax Certificate, the Undertaking and any and all such other agreements and documents as may be required to be executed, delivered and received by the County Commission to carry out, give effect to and consummate the transactions contemplated hereby has occurred; (3) other than the complaint submitted on May 20, 2025, by David C. Tabb and Daniel P. Lutz, Jr. to the U.S. Securities and Exchange Commission (the "SEC") via the SEC's "Submit a Tip or Complaint" form on the SEC website, no litigation is pending, or, to the County Commission's actual knowledge, threatened, to restrain or enjoin or in any way affecting any authority for or the validity of the Lease, the Tax Certificate or the Undertaking; (4) the execution, delivery, receipt and due performance of the Lease, the Tax Certificate, the Undertaking and other agreements contemplated hereby under the circumstances contemplated hereby and the County Commission's compliance with the provisions thereof comply with the Constitution and laws of the State of West Virginia; and (5) the County Commission has duly authorized the execution, delivery and distribution of the Official Statement and approved the language therein;

(ix) Copies of this Purchase Agreement executed by the parties hereto;

(x) Evidence that the County Commission has provided for the rent payments pursuant to the Lease;

(xi) Duly authorized and executed copies of the Undertaking, in substantially the form attached as APPENDIX F to the Official Statement and incorporated herein, which complies with the provisions of Rule 15c2-12(b)(5) in form and substance satisfactory to the Underwriter and evidence that the County Commission has adopted post issuance continuing disclosure procedures;

(xii) A certificate of the County Commission executed by authorized officers thereof, dated the date of Closing and in form and substance satisfactory to the Underwriter and Counsel to the Underwriter, to the effect that the County Commission is obligated by such Undertaking and except as provided in the Official Statement is in full compliance with all of the County Commission's prior written continuing disclosure undertakings entered into pursuant to the provisions of Rule 15c2-12(b)(5);

(xiii) A Certificate of the Trustee to the effect that all conditions precedent contained in the Indenture for the issuance of the Series 2025 Bonds have been met, and the Series 2025 Bonds are entitled to the benefit and security of the Indenture;

(xiv) The Ordinance, certified by the Secretary of the Issuer under the seal of the Issuer, as having been duly enacted by the Issuer and as being in full force and effect, with only such amendments, modifications or supplements as may have been agreed to by the Underwriter;

(xv) The County Commission Order, certified by the Jefferson County Clerk, under the seal of the County Commission, as having been duly adopted by the County Commission and as being in full force and effect, with only such amendments, modifications or supplements as may have been agreed to by the Underwriter;

(xvi) With respect to the Series 2025 Bonds, an Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in the form satisfactory to Bond Counsel for filing, executed by the duly authorized officer of the Issuer and evidence that the Issuer has adopted post issuance compliance guidelines sufficient to allow the Issuer to check boxes 43 and 44 on Form 8038-G;

(xvii) the Tax Certificate executed by the Issuer and the County Commission;

(xviii) Evidence of the issuance of the Series 2025 Bonds Insurance Policy from the Bond Insurer;

(xix) Evidence of “AA” rating from S&P Global Ratings, based on the Series 2025 Bonds Insurance Policy;

(xx) Executed copies of the Lease, the Assignment of Leases, the Indenture, and the Deed of Trust; and

(xxi) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or its counsel, Jackson Kelly PLLC, reasonably may deem necessary or advisable to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the Issuer’s and County Commission’s representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer and the County Commission on or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the County Commission.

All of the opinions, letters, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter and to Jackson Kelly PLLC, Counsel to the Underwriter.

If the Issuer shall be unable to satisfy or cause to be satisfied the conditions to the Underwriter's obligations in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and the Underwriter and the Issuer shall not have any further obligations, claims or rights hereunder. However, the Underwriter may in its discretion waive in writing one or more conditions imposed by this Purchase Agreement for the protection of the Underwriter and proceed with the Closing.

8. The Underwriter shall be under no obligation to pay and, if the Series 2025 Bonds are issued, the Issuer shall pay or cause to be paid from the proceeds of the Series 2025 Bonds or other funds of the Issuer or the County Commission, any fees and expenses incident to the performance of the Issuer's obligations hereunder including (i) all expenses in connection with the printing and distribution of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; (ii) all expenses in connection with the preparation, printing, issuance and delivery of the Series 2025 Bonds; (iii) the fees and disbursements of Bowles Rice LLP, Bond Counsel; (iv) all advertising expenses in connection with the public offering of the Series 2025 Bonds; (v) the fees and disbursements of the Trustee and the Bond Registrar; (vi) the fees and expenses of Counsel to the Underwriter and Counsel to the Issuer; and (vii) all other expenses and costs (including the legal fees and expenses of the Issuer and the County Commission) for the authorization, issuance, sale and distribution of the Series 2025 Bonds.

9. The Underwriter shall pay from the underwriting spread all expenses incurred by it in connection with its public offering and distribution of the Series 2025 Bonds, including all out-of-pocket expenses, travel and other expenses and filing fees, except for fees in connection with DTC, CUSIP, Day Loan and IPREO, which shall be paid by either the Issuer from the proceeds of the Series 2025 Bonds and/or the County Commission.

10. For so long as the Underwriter, or dealers or banks, if any, participating in the distribution of the Series 2025 Bonds, is offering the Series 2025 Bonds which constitute the whole or a part of its unsold participations, the Issuer will: (a) not adopt any amendment or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by Counsel for the Underwriter, unless, in the opinion of the Counsel to the Issuer, such amendment or supplement is required to make the Official Statement not misleading, and (b) if any event relating to or affecting the Issuer shall occur as a result of which it is necessary, in the opinion of Bond Counsel or Counsel for the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment or a supplement to the Official Statement (in form and substance satisfactory to the Counsel for the Underwriter) which will amend or supplement the Official Statement so that it will not contain an 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 existing at the time the Official Statement is delivered to a purchaser, not misleading. The expense of preparing such amendment or supplement shall be borne by the Issuer. For the purposes of this paragraph, the Issuer will furnish such information with respect to themselves as the Underwriter from time to time may request.

11. Neither the officials of the Issuer or the County Commission nor its employees shall be personally liable for breach of any representation, agreement or warranty made by the Issuer or the County Commission within this Purchase Agreement.

12. Any notice or other communication to be given under this Purchase Agreement may be given by delivering the same in writing as follows:

To the Issuer:

Jefferson County Building Commission
Attn: Chair
124 East Washington Street
Charles Town, West Virginia 25414

To the County Commission:

The County Commission of Jefferson County, West Virginia
Attn: President
124 East Washington Street
Charles Town, West Virginia 25414

To the Underwriter:

Carty, Harding and Hearn, Inc.
300 Summers Street, Suite 1500
Charleston, West Virginia 25301

13. This Purchase Agreement is made solely for the benefit of the Issuer, the County Commission and the Underwriter (including the successors or assigns of the Underwriter) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. All agreements of the Issuer in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Series 2025 Bonds.

14. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2025 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 B, 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 Series 2025 Bonds.

(b) The Issuer will treat the first price at which 10% of each maturity of the Series 2025 Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(c) With respect to the maturities of the Series 2025 Bonds for which the 10% test has not been satisfied, set forth on Schedule A of the attached Exhibit B, if any, the Underwriter agrees that the Underwriter will neither offer nor sell unsold Series 2025 Bonds of such maturities to any person at a price that is higher than the initial offering price to the public during the period starting on the Sale Date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the Sale Date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public (the “Hold-the-Offering-Price Rule”).

The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

15. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

16. The approval of the Underwriter when required hereunder or the determination of its satisfaction with any document referred to herein shall be in writing signed by the Underwriter and delivered to the Issuer. This Purchase Agreement shall become legally effective upon its acceptance by the Issuer, as evidenced by the signature of the Chairman of the Issuer in the space provided hereinafter therefor, and the approval by the County Commission, as evidenced by the signature of the President of the County Commission in the space provided hereinafter therefor.

[SIGNATURE PAGE FOLLOWS.]

CARTY, HARDING AND HEARN, INC.

By:  _____
Its: Senior Managing Director

ACCEPTED AND APPROVED:

June ____, 2025 at _____.m.

JEFFERSON COUNTY BUILDING COMMISSION

By: _____
Its: Chair

ACKNOWLEDGED AND AGREED:

June ____, 2025 at _____.m.

THE COUNTY COMMISSION OF JEFFERSON COUNTY

By: _____
Its: President

CARTY, HARDING AND HEARN, INC.

By: _____
Its: Senior Managing Director

ACCEPTED AND APPROVED:

June 18, 2025 at 4:00 p m (EST)

JEFFERSON COUNTY BUILDING COMMISSION

By: _____
Its: Chair

ACKNOWLEDGED AND AGREED:

June 18, 2025 at 4 00 p m (EST)

THE COUNTY COMMISSION OF JEFFERSON COUNTY

By: _____
Its: President

EXHIBIT A

\$16,000,000
JEFFERSON COUNTY BUILDING COMMISSION (WEST VIRGINIA)
LEASE REVENUE BONDS
(JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX PROJECT)
SERIES 2025

MATURITIES, AMOUNTS, INTEREST RATES, PRICES, YIELDS AND CUSIPS

\$6,190,000 Series 2025 Serial Bonds

<u>Maturity Date (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Yield</u>	<u>CUSIP</u>
2026	\$495,000	5.000%	101.676%	3.300%	473667 AA1
2027	\$525,000	3.250%	99.903%	3.300%	473667 AB9
2028	\$545,000	5.000%	104.688%	3.350%	473667 AC7
2029	\$570,000	5.000%	105.951%	3.400%	473667 AD5
2030	\$100,000	3.500%	100.000%	3.500%	473667 AE3
2030	\$500,000	5.000%	106.839%	3.500%	473667 AF0
2031	\$630,000	5.000%	107.786%	3.550%	473667 AG8
2032	\$300,000	3.625%	99.846%	3.650%	473667 AJ2
2032	\$360,000	5.000%	108.284%	3.650%	473667 AH6
2033	\$200,000	3.750%	100.000%	3.750%	473667 AK9
2033	\$490,000	5.000%	107.643%*	3.750%	473667 AL7
2034	\$720,000	5.000%	107.007%*	3.850%	473667 AM5
2035	\$250,000	4.000%	100.000%	4.000%	473667 AN3
2035	\$505,000	5.000%	106.060%*	4.000%	473667 AP8

Series 2025 Term Bonds

\$1,620,000 5.000% Term Bond Due July 1, 2037 Price: 105.124%* Yield 4.150% CUSIP: 473667 AQ6

\$1,785,000 4.250% Term Bond Due July 1, 2039 Price: 97.422% Yield 4.500% CUSIP: 473667 AR4

\$2,985,000 4.625% Term Bond Due July 1, 2042 Price: 98.551% Yield 4.750% CUSIP: 473667 AS2

\$3,420,000 4.875% Term Bond Due July 1, 2045 Price: 98.429% Yield 5.000% CUSIP: 473667 AT0

*Priced to first optional redemption date of July 1, 2032.

Optional Redemption

The Series 2025 Bonds maturing on and after July 1, 2033, are subject to optional redemption prior to maturity by the Issuer, at the direction of the County Commission, as a whole or in part on any date on and after July 1, 2032, in order of maturity selected by the Issuer, at the direction of the County Commission, and by lot within a maturity, in multiples of \$5,000, at the redemption price of par, plus accrued interest to the date fixed for redemption.

Mandatory Sinking Fund Redemption

(i) The Series 2025 Bonds maturing on July 1, 2037, are subject to mandatory sinking fund redemption on July 1 in the years and in the principal amounts and at a price of 100% of the principal amount of the Series 2025 Bonds to be redeemed plus interest accrued to the date fixed for redemption, as follows:

<u>Year</u>	<u>Amount</u>
2036	\$790,000
2037*	\$830,000

*Final Maturity.

(ii) The Series 2025 Bonds maturing on July 1, 2039, are subject to mandatory sinking fund redemption on July 1 in the years and in the principal amounts and at a price of 100% of the principal amount of the Series 2025 Bonds to be redeemed plus interest accrued to the date fixed for redemption, as follows:

<u>Year</u>	<u>Amount</u>
2038	\$875,000
2039*	\$910,000

*Final Maturity.

(iii) The Series 2025 Bonds maturing on July 1, 2042, are subject to mandatory sinking fund redemption on July 1 in the years and in the principal amounts and at a price of 100% of the principal amount of the Series 2025 Bonds to be redeemed plus interest accrued to the date fixed for redemption, as follows:

<u>Year</u>	<u>Amount</u>
2040	\$950,000
2041	\$995,000
2042*	\$1,040,000

*Final Maturity.

(iv) The Series 2025 Bonds maturing on July 1, 2045, are subject to mandatory sinking fund redemption on July 1 in the years and in the principal amounts and at a price of 100% of the principal amount of the Series 2025 Bonds to be redeemed plus interest accrued to the date fixed for redemption, as follows:

<u>Year</u>	<u>Amount</u>
2043	\$1,085,000
2044	\$1,140,000
2045*	\$1,195,000

*Final Maturity.

Extraordinary Optional Redemption

(i) In the event of damage to or destruction of the Facility or any portion thereof, or in the event of the condemnation of the Facility or any portion thereof, the Series 2025 Bonds shall be subject to redemption prior to maturity in whole or in part (provided that the aggregate principal amount of Series 2025 Bonds being redeemed in part shall not be less than \$50,000) on any date, at the option of the Issuer at the direction of the County Commission in any multiple of \$5,000, at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date.

(ii) If there should occur a Determination of Taxability, the Series 2025 Bonds shall be redeemed in whole on the Taxable Redemption Date, at a price equal to 100% of the principal amount of the Series 2025 Bonds to be redeemed plus accrued interest thereon to the Taxable Redemption Date. The term "Taxable Redemption Date" means either (A) that date which is set by the Issuer by written advice provided to the Trustee within one hundred eighty (180) days of the first to occur of (1) the date when the Trustee notifies the Issuer of the occurrence of a Determination of Taxability, or (2) the date when the Issuer otherwise becomes aware of any Determination of Taxability, which date shall be not less than forty-five (45) days nor more than one hundred eighty (180) days subsequent to the date when such notice is provided by the Issuer, or, (B) if the Trustee has not received such a notice prior to the expiration of such one hundred eighty (180) day period, the first date following the expiration of such one hundred eighty (180) day period for which the required notice of redemption may be given, as determined by the Trustee in its sole discretion.

"Determination of Taxability" shall mean a determination that the interest income on any of the Series 2025 Bonds does not qualify as exempt interest under the Code, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(i) the date on which the Trustee receives an opinion of Bond Counsel that the interest income on any of the Series 2025 Bonds does not qualify as exempt interest; or

(ii) the date on which any change in law or regulation becomes effective or on which the Internal Revenue Service issues any private ruling, technical advice or any other written communication with or to the effect that the interest income on any of the Series 2025 Bonds does not qualify as exempt interest; or

(iii) the date on which the Issuer shall receive notice from the Trustee in writing that the Trustee has been advised by any Bondholder or former Bondholder that the Internal Revenue Service has issued a thirty-day letter or other notice which asserts that the interest on such Bondholder's Series 2025 Bonds does not qualify as exempt interest; or

(iv) any failure that, according to a written opinion of Bond Counsel, addressed and delivered to the Trustee, will adversely affect the tax-exempt status of the Series 2025 Bonds;

provided, however, that in the case of any event described in clause (i), (ii), (iii) or (iv) of

the preceding sentence, such event shall not become a Determination of Taxability if the Issuer shall have notified the Trustee within twenty-one (21) days following notice to the Issuer of the occurrence of such event that the Issuer has elected to contest at its own expense any opinion described in (i) above, any conclusion as to the effect on the tax-exempt status of the Series 2025 Bonds of the events described in (ii) or (iv) or any assessment noticed by the thirty-day letter described in (iii) above unless and until either (A) no final determination by a court of competent jurisdiction or ruling or technical advice memorandum from the United States Internal Revenue Service to the effect that interest on the Series 2025 Bonds has not become subject to federal income taxation (except in the case of a "substantial user" or "related person" as aforesaid) has been obtained prior to the earliest of (1) the date which is one hundred thirty-five days (135) subsequent to the date on which the Determination of Taxability would have been deemed to have occurred but for such contest, (2) the date when any opportunity to contest such determination in the courts of the United States or before the United States Internal Revenue Service shall have expired, or (3) such earlier time at which the Issuer elects to discontinue such contest; or (B) there has been a final determination that interest on the Series 2025 Bonds has become subject to federal income taxation; provided, however, the date of occurrence of the Determination of Taxability shall not be postponed pending any such contest unless the Trustee shall have been furnished with the written legal opinion of Bond Counsel to the effect that such contest is not frivolous and that the Issuer has reasonable legal grounds for asserting that interest on the Series 2025 Bonds has not become subject to federal income taxation (except in the case of a substantial user or related person, as aforesaid). The Bondholder shall have no obligation to notify the Issuer of any Determination of Taxability or to participate or cooperate in any contest thereof. Notwithstanding anything else herein contained, a "Determination of Taxability" shall not be deemed to have occurred solely by virtue of the fact that interest on the Series 2025 Bonds may be deemed to be an item of tax preference for purposes of alternative minimum tax.

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

\$16,000,000

**JEFFERSON COUNTY BUILDING COMMISSION (WEST VIRGINIA)
LEASE REVENUE BONDS
(JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX PROJECT)
SERIES 2025**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of CARTY, HARDING AND HEARN, INC. (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Series 2025 Bonds”).

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of each such Maturity of the Series 2025 Bonds was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) The Underwriter has offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2025 Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement the Underwriter has agreed in writing that for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Series 2025 Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”). Pursuant to such agreement, no Underwriter has offered or sold any unsold Series 2025 Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2025 Bonds during the Holding Period.

3. Defined Terms.

(a) “General Rule Maturities” means those Maturities of the Series 2025 Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) “Hold-the-Offering-Price Maturities” means those Maturities of the Series 2025 Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) “Holding Period” means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (June 26, 2025), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) “Issuer” means the Jefferson County Building Commission.

(e) “Maturity” means Series 2025 Bonds with the same credit and payment terms. Series 2025 Bonds with different maturity dates, or Series 2025 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) “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.

(g) “Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2025 Bonds. The Sale Date of the Series 2025 Bonds is June 18, 2025.

(h) “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 Series 2025 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 Series 2025 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’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 and with respect to compliance with the federal income tax rules affecting the Series 2025 Bonds, and by Bowles Rice LLP in connection with rendering its opinion that the interest on the Series 2025 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 Series 2025 Bonds.

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CARTY, HARDING AND HEARN, INC.

By: _____
Its: Senior Managing Director

Dated: June 27, 2025

**SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

GENERAL RULE MATURITIES

MATURITIES, AMOUNTS, INTEREST RATES, PRICES, YIELDS AND CUSIPS

\$6,190,000 Series 2025 Serial Bonds

Maturity Date (July 1)	Principal Amount	Interest Rate	Price	Yield	CUSIP
2026	\$495,000	5.000%	101.676%	3.300%	473667 AA1
2027	\$525,000	3.250%	99.903%	3.300%	473667 AB9
2028	\$545,000	5.000%	104.688%	3.350%	473667 AC7
2029	\$570,000	5.000%	105.951%	3.400%	473667 AD5
2030	\$100,000	3.500%	100.000%	3.500%	473667 AE3
2030	\$500,000	5.000%	106.839%	3.500%	473667 AF0
2031	\$630,000	5.000%	107.786%	3.550%	473667 AG8
2032	\$300,000	3.625%	99.846%	3.650%	473667 AJ2
2032	\$360,000	5.000%	108.284%	3.650%	473667 AH6
2033	\$200,000	3.750%	100.000%	3.750%	473667 AK9
2033	\$490,000	5.000%	107.643%*	3.750%	473667 AL7
2034	\$720,000	5.000%	107.007%*	3.850%	473667 AM5
2035	\$250,000	4.000%	100.000%	4.000%	473667 AN3
2035	\$505,000	5.000%	106.060%*	4.000%	473667 AP8

Series 2025 Term Bonds

\$1,620,000 5.000% Term Bond Due July 1, 2037 Price: 105.124%* Yield 4.150% CUSIP: 473667 AQ6

\$1,785,000 4.250% Term Bond Due July 1, 2039 Price: 97.422% Yield 4.500% CUSIP: 473667 AR4

\$2,985,000 4.625% Term Bond Due July 1, 2042 Price: 98.551% Yield 4.750% CUSIP: 473667 AS2

\$3,420,000 4.875% Term Bond Due July 1, 2045 Price: 98.429% Yield 5.000% CUSIP: 473667 AT0

*Priced to first optional redemption date of July 1, 2032.

HOLD-THE-OFFERING-PRICE MATURITIES

NONE

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION