

Bowles Rice

Attorneys at Law

600 Quarrier Street, Charleston, WV 25301
P.O. Box 1386, Charleston, WV 25325-1386
(304) 347-1100

Bowles Rice LLP
T 304-347-1100
F 304-343-3058

101 South Queen Street
Martinsburg, WV 25401

125 Granville Square, Suite 400
Morgantown, WV 26501

501 Avery Street
Parkersburg, WV 26101

Southpointe Town Center
1800 Main Street, Suite 200
Canonsburg, PA 15317

480 West Jubal Early Drive, Suite 130
Winchester, VA 22601

June 27, 2025

bowlesrice.com

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

Carty, Harding & Hearn, Inc.
900 S. Shackleford Road
Suite 100
Little Rock, Arkansas 72211

Build America Mutual Assurance Company
200 Liberty Street
New York, New York 10281

Re: \$16,000,000 Jefferson County Building Commission Lease Revenue Bonds
(Jefferson County Government and Judicial Complex Project), Series 2025

Ladies and Gentlemen

We have acted as counsel for the Jefferson County Building Commission (the “Issuer”) and have acted as such in connection with the issuance of the above-referenced Bonds (the “Bonds”), which are being issued under and pursuant to that certain Bond Indenture and Security Agreement (the “Indenture”), dated as of June 1, 2025, between the Issuer and United Bank, as Trustee (the “Trustee”). Any capitalized terms used herein and not defined shall have the meaning assigned to it in the Indenture.

In this connection, we have reviewed and examined certain proceedings and documents with respect to the Bonds, and such records, certificates and other documents as we have considered necessary or appropriate for the purposes of this opinion, including Chapter 8, Article 33 of the Code of West Virginia, 1931, as amended (the “Enabling Act”) and Chapter 8, Article 16 of the Code of West Virginia, 1931, as amended (the “Bond Act”) (the Enabling Act and the Bond Act are herein collectively called the “Act”), the Ordinance of the Issuer relating to the Bonds enacted on May 20, 2025, and put into effect following a public hearing held on June 2, 2025, and as supplemented and amended by the Supplemental Resolution adopted on June 2, 2025, and the

June 27, 2025

Page 2

Certificate of Determinations of the Issuer dated June 18, 2025 (collectively, the “Ordinance”), the Bond Purchase Agreement dated June 18, 2025 (the “Purchase Agreement”), between the Issuer and Carty, Harding & Hearn, Inc. (the “Underwriter”) and approved by The County Commission of Jefferson County, West Virginia (the “County Commission”), the Indenture, the Lease, the Deed of Trust and closing certificate of the Issuer.

Based upon such review and such other considerations of law and fact and we believe to be relevant, we are of the opinion 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 the 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 Bonds to the Underwriter as provided in the Purchase Agreement, to own the Property as set forth in and contemplated by the Official Statement dated June 18, 2025, with respect to the Bonds (the “Official Statement”) and to carry out, give effect to and consummate the transactions contemplated by the Bonds, the Ordinance, the Lease, the Assignment of Leases, the Deed of Trust, the Indenture, the Tax Certificate, the 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 the Purchase Agreement (collectively, the “Transaction Documents”) and the 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 our 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 our 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 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 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 our knowledge, any applicable court or administrative decree or order, or, to our 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 our 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 our 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 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 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 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 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 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 Bonds, as to which no opinion is 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

June 27, 2025

Page 4

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

9. All financing statements (including any financing statements required to be filed under the Uniform Commercial Code of the State of West Virginia) have been duly recorded and filed in such manner and in such place as is required by the laws currently in effect to establish, preserve and protect, and to maintain the priority of, the security interests granted in the Indenture and in the Lease and on all collateral described therein as subject to the security interest.

Very truly yours,



BOWLES RICE LLP