

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

GENERAL CERTIFICATE OF
JEFFERSON COUNTY BUILDING COMMISSION

The undersigned Chairman and Secretary of the Jefferson County Building Commission (the “Issuer”) hereby certify:

Unless otherwise defined, all capitalized terms are as defined in 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”) or in the Ordinance, as hereinafter defined.

1. We are the duly elected, qualified and acting Chairman and Secretary, respectively, of the Issuer and as such, are familiar with its books and corporate records.

2. That the duly qualified and acting members and officers of the Issuer are as follows:

<u>Name</u>	<u>Term Commenced</u>	<u>Term Expiration</u>
Addie Crawford	September 3, 2023	July 27, 2028
Josh Beall	September 5, 2024	July 27, 2029
Scott Sudduth	September 5, 2024	July 27, 2029

Addie Crawford is the duly elected and acting Chairman of the Issuer, Scott Sudduth is the duly elected and acting Vice Chairman of the Issuer, Edwina Benites-LM is the duly elected and acting Secretary of the Issuer.

3. All members of the Issuer have been duly and properly appointed pursuant to the Act and have taken the prescribed oaths of office, and the officers of the Issuer have been duly and properly elected pursuant to the Enabling Act.

4. The following instruments described and as defined in the Ordinance, as hereinafter defined, as executed and delivered by the duly authorized officers of the Issuer, were duly authorized by a Bond Ordinance enacted by the Issuer on May 20, 2025, and put into effect following a public hearing held on June 2, 2025, as supplemented by a Supplemental Resolution adopted on June 2, 2025, at duly called meetings of the Issuer and the Certificate of Determinations of the Issuer dated June 18, 2025 (collectively, the “Ordinance”), which Ordinance has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date last written below, and are in substantially the same form and text as the copies of such instruments as presented to that meeting:

(a) the Indenture;

- (b) the Lease;
- (c) the Deed of Trust;
- (d) the Assignment of Leases;
- (e) Preliminary Official Statement dated June 12, 2025, relating to the Bonds, as hereinafter defined;
- (f) Official Statement dated June 18, 2025, relating to the Bonds (the “Official Statement”);
- (g) the Bond Purchase Agreement dated as of June 18, 2025, by and between the Issuer and the Original Purchaser, as hereinafter defined, and approved by The County Commission of Jefferson County (the “Bond Purchase Agreement”); and
- (h) the Bonds.

5. The Ordinance further authorized the Chairman, Vice Chairman, Secretary and other proper officers of the Issuer to execute and deliver, and, when appropriate, to affix the seal of the Issuer upon, such other instruments, documents, agreements and certificates, and to do and perform all such things and acts, as each such officer shall determine to be necessary, appropriate or convenient in furtherance of the issuance of the Issuer’s Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project) Series 2025 (the “Bonds”).

6. Pursuant to the Act and the Ordinance, the Bonds have been prepared and executed on behalf of the Issuer and are issued in registered form without coupons. Principal of and interest on the Bonds are payable on the terms and conditions set forth in the Bonds and the Indenture. The Bonds bear the manual or facsimile signature of the Chairman of the Issuer with the official seal of the Issuer or a facsimile thereof affixed thereon and attested by the manual or facsimile signature of the Secretary of the Issuer. The Bonds constitute a valid and enforceable special obligation of the Issuer according to the import thereof.

7. A true copy of the By-Laws of the Issuer is attached hereto as Exhibit A.

8. The Ordinance was enacted by the Issuer at public meetings duly held and noticed by the Issuer on May 13, 2025, and on May 20, 2025, and such Ordinance was put into effect following a public hearing held on June 2, 2025, which public hearing was held after publication of the Notice attached hereto as Exhibit B as a Class II legal advertisement in the Spirit of Jefferson on May [21], 2025, and May [28], 2025, and such Ordinance was supplemented by a Supplemental Resolution adopted by the Issuer after such public hearing at a meeting duly held and noticed by the Issuer on June 2, 2025, and the Certificate of Determinations of the Issuer dated June 18, 2025.

9. The Bonds constitute the only bonds or other obligations of the Issuer in any manner secured by or payable from the amounts payable under the Indenture, and all revenues and receipts derived by the Issuer therefrom or from the security therefor.

10. The Issuer has performed all obligations to be performed by it at or prior to the closing of the issuance of the Bonds and the representations and warranties of the Issuer contained in the Indenture and the Bond Purchase Agreement are true and correct as of the closing of such issuance.

11. The entire issue of the Bonds has been duly awarded to Carty, Harding & Hearn, Inc. pursuant to the Bond Purchase Agreement (the “Original Purchaser”).

12. 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, there is no litigation, action, suit, inquiry, investigation or proceeding, at law or in equity, pending or, to our knowledge threatened against or affecting the Issuer: (a) to restrain or enjoin the issuance or delivery of the Bonds, the application of the proceeds thereof, or the payment, collection or application of revenues pursuant to the Indenture or the Lease; (b) in any way contesting or affecting any authority for, or the validity of the Bonds, the Indenture or the Lease, the application of the proceeds of the Bonds or the payment, collection or application of revenues or the pledge thereof pursuant to the Indenture or the Lease; or (c) in any way contesting the right and power of the Issuer to act in connection with the Property as is described in the Indenture.

13. The Issuer is not in default in the payment of the principal of or interest on any indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness has been or may be incurred, and no event has occurred and is continuing under the provisions of any such instrument which with the lapse of time or giving of notice, or both, would constitute an event of default thereunder and which would adversely affect the issuance of the Bonds.

14. When delivered to and paid for by the Original Purchaser, in accordance with the terms of the Indenture, the Bonds will have been duly authorized, executed, issued and delivered and will constitute legal, valid and binding limited obligations of the Issuer enforceable in accordance with their terms.

15. The execution, delivery, receipt and due performance by the Issuer of the Ordinance, the Indenture, the Bonds and other agreements contemplated thereby and compliance with the provisions thereof, do not and will not conflict with or constitute on the part of the Issuer a violation of, or default under any statute, ordinance, bylaws, indenture, mortgage, deed of trust, resolution, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound, or any judgment, decree, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties.

16. The Issuer will not take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a

manner contrary to that provided for in the Ordinance, the Bonds or the Indenture, as in effect from time to time.

17. The Issuer is, on the date hereof, a duly created and validly existing public corporation, of the State of West Virginia, vested with the rights and powers conferred upon building commissions under the Enabling Act.

18. The Issuer has complied in all respects with the Act, and has full legal right, power and authority:

- (a) To enact and adopt the Ordinance and to execute and deliver the Lease and the Indenture;
- (b) To issue, sell and deliver the Bonds to the Original Purchaser; and
- (c) To carry out and consummate all other transactions contemplated by each of the aforesaid documents.

19. No member of the Issuer has any financial interest, directly or indirectly, in the financing, design, renovation, improvement, furnishing, equipping, leasing, sale or other disposition of the Property.

20. The seal of the Issuer is the same seal of which an impression appears below.

21. The Issuer has duly performed all of its obligations under the Ordinance and the Indenture to be performed by it at or prior to the date hereof.

22. (a) 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 in the Bond Purchase Agreement is true as of the Closing Date; (b) the execution, delivery, receipt and due performance of the Bonds, the Indenture, the Lease, the Assignment of Leases, the Deed of Trust, the Tax Certificate, the Bond 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 by the Bond Purchase Agreement have occurred; (c) 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 Bonds or in any way affecting any authority for or the validity of the Bonds, the Indenture, the Lease, the Assignment of Leases, the Deed of Trust, the Tax Certificate, the Bond Purchase Agreement or the Issuer's existence or powers; (d) 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 (e) the Issuer has duly authorized the execution, delivery and distribution of the Official Statement and

approved the language therein. Capitalized terms used in this paragraph 22, and not otherwise defined, shall have the meanings assigned to the in the Bond Purchase Agreement.


WITNESS our signatures and the seal of the Jefferson County Building Commission this 27th day of June 2025.

[SEAL]



Chairman, Jefferson County
Building Commission

Attest:



Secretary, Jefferson County
Building Commission

EXHIBIT A

BYLAWS

EXHIBIT B

NOTICE OF PUBLIC HEARING