

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

GENERAL CERTIFICATE OF THE
COUNTY COMMISSION OF JEFFERSON COUNTY

The undersigned Pasha Majdi, President of The County Commission of Jefferson County (the “County Commission”), and Jacqueline C. Shade, Clerk of the County Commission hereby certify as follows:

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 Jefferson County Building Commission (the “Issuer”) and United Bank, as trustee (the “Trustee”).

1. We are the duly elected and qualified President and Clerk, respectively, of the County Commission and as such are familiar with its books and corporate records.

2. Attached hereto as Exhibit A is a listing of all members of the County Commission, each of which members of the County Commission has been duly elected or appointed, has taken the requisite oath of office and is otherwise fully qualified to serve as a member of the County Commission.

3. The Lease Agreement dated as of June 1, 2025, and effective as of June 27, 2025, by and between the Issuer, as Lessor, and the County Commission, as Lessee, and the Bond Purchase Agreement dated as of June 18, 2025, by and between the Issuer and Carty, Harding & Hearn, Inc., as the Underwriter for the Series 2025 Bonds (the “Underwriter”), and acknowledged and agreed to by the County Commission, (the “Bond Purchase Agreement”), as executed and delivered by the duly authorized President of the County Commission, were duly authorized or ratified and affirmed by an Order adopted by the County Commission on June 5, 2025, at a duly called meeting of the County Commission (the “Order”), which Order has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date last written below.

4. The Order further authorized the President and Clerk of the County Commission to execute and deliver, and, when appropriate, to affix the seal of the County Commission 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 to consummate the transactions contemplated by such documents.

5. The Rentals, as defined in the Lease, shall be paid by the County Commission solely from revenues of the County Commission lawfully available for such purpose as provided in the Lease and the County Commission has sufficient revenues from such sources to pay such Rentals. Without limiting the generality of the foregoing, funds have been

appropriated or are available in an amount sufficient to make all rental payments during the upcoming fiscal year commencing on July 1, 2025, and the County Commission reasonably believes that funds can be obtained in the amount necessary to make all rental payments during the term of the Lease and covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the rental payments may be made, including making provisions for such payments, to the extent necessary, in each annual budget to be presented to the County Commission for its approval in its discretion.

6. The Leased Property as defined in the Lease is essential to the operations of the County Commission.

7. Engineering Planning and Zoning and the Health Department will be the only offices that will be in the portion of the building having the address of 393 North Lawrence Street, Charles Town, West Virginia, that will be across the Ranson/Charles Town boundary line in Ranson.

8. 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, to the best of our knowledge after reasonable inquiry, there is no litigation pending or threatened against or affecting the County Commission: (a) to restrain or enjoin the execution or delivery of the Lease, the Bond Purchase Agreement, the Continuing Disclosure Certificate executed in connection with the issuance of the Series 2025 Bonds (the "Continuing Disclosure Certificate"), or the Tax and Non-Arbitrage Certificate executed by the Issuer in connection with the issuance of the Series 2025 Bonds, to which the Certificate of the County Commission is attached as Exhibit A (the "Tax Certificate"); (b) in any way contesting or affecting any authority for, the execution and delivery by the County Commission of the Lease, the Bond Purchase Agreement, the Continuing Disclosure Certificate or the Tax Certificate; or (c) in any way contesting the right and power of the County Commission to act in connection with the Property as is described in the Lease.

9. To the best of our knowledge after reasonable inquiry, there is no litigation at law or in equity or any proceeding before any governmental agency pending or threatened in which any liability of the County Commission is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the financial condition of the County Commission or have a material adverse effect upon its existence, the operation of the facilities of the County Commission, or the ability of the County Commission to pay the Rentals or otherwise perform its obligations pursuant to the Lease.

10. The County Commission 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.

11. The County Commission is obligated by the Continuing Disclosure Certificate and is in full compliance with all of its prior written continuing disclosure undertakings, if any, other than as described in the Official Statement dated June 18, 2025, used

in connection with the offer and sale of the Series 2025 Bonds (the “Official Statement”), entered into pursuant to the provisions of Rule 15c2-12(b)(5).

12. The execution and delivery by the County Commission of the Lease, the Bond Purchase Agreement, the Continuing Disclosure Agreement and the Tax Certificate and the compliance by the County Commission with the provisions thereof, do not and will not conflict with or constitute on the part of the County Commission 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 County Commission is a party or by which the County Commission is bound, or any judgment, decree, order, rule or regulation of any court or governmental agency or body having jurisdiction over the County Commission or any of its activities or properties.

13. The County Commission is, on the date hereof, a duly created and validly existing public corporation governing and acting on behalf of Jefferson County, West Virginia, an existing political subdivision of the State of West Virginia, vested with the rights and powers conferred upon county commissions of the State of West Virginia.

14. No member of the County Commission has any financial interest, directly or indirectly, in the financing, leasing, design, renovation, expansion, improvement, furnishing or equipping of the Property.

15. The seal of the County Commission is the same seal of which an impression appears below.

16. The County Commission hereby authorizes and directs that the Underwriter pay the premium for the Municipal Bond Insurance Policy in the amount of \$170,494.26 directly to the Bond Insurer and that the Underwriter pay the amount of \$15,769,927.83 directly to the client trust account of Conrad Luttrell, LLP to be disbursed therefrom on the date hereof to pay a portion of the purchase prices of the Property with the balance of the proceeds of the Series 2025 Bonds in the amount of \$153,957.11 remaining after deducting the Underwriter’s discount in the amount of \$144,000.00 to be disbursed to the Trustee for deposit into the Acquisition Fund to pay costs of the issuance of the Series 2025 Bonds.

17. The County Commission has duly performed all obligations to be performed by it at or prior to the date hereof. The execution, delivery, receipt and due performance of the Lease, the Tax Certificate, the Continuing Disclosure Agreement 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 have occurred. 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, 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 the validity of the Lease, the Tax Certificate or the Continuing Disclosure Certificate. The execution, delivery, receipt and due performance of the Lease, the Tax Certificate, the Continuing Disclosure Certificate and other agreements contemplated by the Bond Purchase Agreement under the

circumstances contemplated by the Bond Purchase Agreement and the County Commission's compliance with the provisions thereof comply with the Constitution and laws of the State of West Virginia. The County Commission has duly authorized the execution, delivery and distribution of the Official Statement and approved the language therein.

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

[SEAL]



President, The County Commission of
Jefferson County

Attest:



Clerk, The County Commission of
Jefferson County

EXHIBIT A

COUNTY COMMISSION

Pasha Majdi, President
Mike Mood, Vice President
Cara Keys, Commissioner
Jack Hefestay, Commissioner
Steve Stolipher, Commissioner