



## OFFICE of THE PROSECUTING ATTORNEY

**MATTHEW L. HARVEY**

*Prosecuting Attorney of  
Jefferson County, West Virginia*

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June 27, 2025

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

Bowles Rice LLP  
600 Quarrier Street  
Charleston, West Virginia 25301

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:

I act as counsel for The County Commission of Jefferson County, West Virginia (the "County Commission") under authority of the Prosecuting Attorney and have acted as such in connection with the sale of the above-referenced bonds (the "Bonds") issued by the Jefferson County Building Commission (the "Issuer"), which are being issued under and pursuant to that certain Bond Indenture and Security Agreement dated as of June 1, 2025, between the Issuer and United Bank, as Trustee (the "Trustee"), by and between the Issuer and the Trustee (collectively, the "Indenture"). Any capitalized terms used herein and not defined shall have the meaning assigned to it in the Indenture.

In connection with the issuance of the Bonds, the County Commission has entered into that certain Lease Agreement with the Issuer dated as of June 1, 2025, by and between the Issuer and the County Commission (the "Lease"), pursuant to which the County Commission will lease from the Issuer the Jefferson County Government and Judicial Complex and related facilities and land, costs of the acquisition, design, construction, renovation, improvement, furnishing and equipping of which are to be financed in part with the proceeds of the Bonds.

In this connection, I have reviewed and examined certain proceedings and documents with respect to the Lease, and such records, certificates and other documents as I have considered necessary or appropriate for the purposes of this opinion, including the Order of the County Commission adopted on June 5, 2025, authorizing the President and other officers of the County Commission to execute the Lease, 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 Bonds, and acknowledged and agreed to by the County Commission, and the Continuing Disclosure Certificate (the "Undertaking") relating to the Bonds (the "County Commission Order"), and a closing certificate of the County Commission. Based upon such review and such other considerations of law and fact I believe to be relevant I am of the opinion 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, the Bond 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 my 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 my knowledge, any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument which has been brought to my 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 my 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 my knowledge, any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument which has been brought to my 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 my knowledge, other than the complaint submitted on May 20, 2025 by David Tabb 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 my 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.

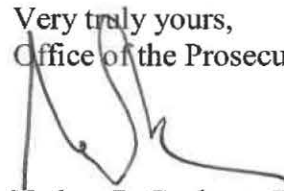
(7) The statements contained in the Official Statement on the cover and under the captions "INTRODUCTION," "JEFFERSON COUNTY," "ABSENCE OF MATERIAL LITIGATION," "APPROVAL OF LEGAL PROCEEDINGS," and "CONTINUING DISCLOSURE," insofar as such statements purport to summarize characteristics and matters of the County Commission, are accurate and fairly present the information purported to be shown with respect thereto.

(8) Based upon my 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, I do 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 my 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.

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Carty & Company, Inc.  
Build America Mutual Assurance Company  
June 27, 2025  
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(9) The County Commission is permitted by law to expend public funds of the County Commission for the Project.

Very truly yours,  
Office of the Prosecuting Attorney,

A handwritten signature in black ink, appearing to read "Nathan P. Cochran", is written over the typed name.

Nathan P. Cochran, Esquire  
Assistant Prosecuting Attorney

NC:jmh