

**GENERAL CERTIFICATE  
OF  
BALDWIN COUNTY, ALABAMA**

The undersigned duly elected, qualified and acting Chairman of the Baldwin County Commission and County Administrator of Baldwin County, Alabama (the "County") hereby certify, on and as of this \_\_\_ day of July, 2026, as follows:

1. The names of the officers and the members of the County Commission of the County, the governing body of the County (the "Commission"), who are serving current terms are as follows:

| <u>Name</u>         | <u>Office</u>             |
|---------------------|---------------------------|
| James E. Ball       | District 1, Chairman      |
| Charles F. Gruber   | District 4, Vice-Chairman |
| Matthew P. McKenzie | District 2                |
| Billie Jo Underwood | District 3                |

2. Each of the foregoing officers and members of the Commission has duly filed his or her oath of office and each of them legally required to give bond or other undertaking has filed such bond or undertaking in form and amount and at the time required by law and has otherwise duly qualified and each is the acting officer holding the office stated immediately following his or her name.

3. Regular meetings of the Commission are held in the County on the first and third Tuesdays of each month pursuant to Sections 11-3-8 of the CODE OF ALABAMA 1975, and as fixed by order of the Commission and publicly announced by it.

4. The seal affixed hereto is the officially adopted corporate seal of the County and the undersigned clerk is the official custodian thereof and is duly authorized to affix the same to bonds, warrants, contracts, certificates and other obligations and documents of the County and to certify copies of the minutes, proceedings and records of the County and the Commission.

5. (a) At a regular meeting held on July \_\_, 2026, the Commission duly adopted a resolution and order (the "Warrant Resolution") authorizing the issuance of a \$10,000,000 principal amount General Obligation Warrant (Taxable Revolving Line of Credit), Series 2026, of even date (the "Warrant").

(b) A true, correct and complete copy of the Warrant Resolution is attached hereto as Exhibit A.

(c) The Warrant Resolution has not been repealed, amended, revoked or changed and is still in full force and effect.

6. The undersigned Chairman of the Commission and each member of the Commission have manually executed the Warrant and the undersigned County Administrator has manually attested the Warrant. The undersigned County Administrator has manually affixed the official corporate seal of the County to the Warrant. No obligation of the County other than the Warrant has been issued pursuant to the Warrant Resolution.

7. On the date of execution of the Warrant, on the date of adoption of the Warrant Resolution, and on this date, we were and now are the duly elected or appointed, qualified and acting officers of the County indicated by our signatures thereon and hereon.

8. We have no knowledge or information of any agreement, representation, condition, understanding or stipulation, whether oral or written or expressed or implied, respecting the authorization of the Warrant or the terms of the sale thereof, or the disposition or other dealing with the proceeds of the Warrant, other than as set forth in the Warrant Resolution, the closing papers of which this certificate forms a part, and in the other documents which have been furnished to Maynard Nexsen PC, Birmingham, Alabama, for their examination preliminary to their approval of the legality of the Warrant. None of the proceedings, records or representations which have been certified to the purchaser to whom the Warrant is delivered or to bond counsel have been repealed, amended or changed, and there has been no change in the facts affecting the Warrant.

9. There is no litigation of any nature pending or threatened in any court restraining, enjoining or in any manner questioning the validity or legality of any of the following: the corporate existence of the County; the election or title of any of the aforesaid persons as officers of the County; the Warrant; the Warrant Resolution or any term or provision thereof; the purposes for which the Warrant is issued; the application of the proceeds of the sale of the Warrant; the constitutionality of any statute or the validity of any proceedings relative to the Warrant; the taxing power of the County to pay the Warrant; or any other matter referred to in this certificate.

10. On the date of this certificate, the Warrant was delivered to Regions Bank as the purchaser thereof identified in the Warrant Resolution.

11. The findings, determinations, representations and warranties on the part of the County set forth in the Warrant Resolution are true and correct in all respects on the date hereof.

12. The execution and delivery of the Warrant, the adoption of the Warrant Resolution, and the performance and observance of the terms of the Warrant Resolution, do not and will not conflict with, or constitute on the part of the County a breach of or default under, any agreement, indenture, mortgage, contract, lease, regulation, court order, or consent decree to which the County is a party or is subject.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official corporate seal of the County on and as of the date and year first above written.

S E A L

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Chairman of Baldwin County Commission

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County Administrator

**EXHIBIT A**

Resolution and Order of the County Commission of Baldwin County