

GENERAL CERTIFICATE OF COUNTY

The undersigned officers of Fort Bend County, Texas (the "*County*") do hereby execute and deliver this certificate for the benefit of all persons interested in that certain Ground Lease dated as of June 23, 2021 (the "*Ground Lease*"), by and between the County and CFC - Epicenter Properties LLC, a single-member Arizona limited liability company (the "*Borrower*") and that certain Facilities Lease Agreement dated as of June 23, 2021 (the "*Lease*") by and between the Borrower and the County. Capitalized terms used herein are used as defined in Exhibit A attached hereto, unless otherwise indicated. We hereby certify that:

1. On February 21, 2021, and at all times since such date to the date hereof, the following named persons have duly constituted the Commissioners Court (the "*Governing Body*") of the County:

KP George, County Judge
 Vincent Morales
 Grady Prestage
 Any Meyers
 Ken DeMarchant

2. The County is a duly created and organized political subdivision of the State of Texas, acting by and through the Governing Body and its duly elected, appointed, or empowered officers. The County was created from Austin County in 1837 and organized in 1838 and encompasses 886 square miles. The County is duly established and operating under the laws of the State of Texas (the "*State*"); the County has never been declared invalid; and no litigation or proceeding whatsoever has been filed in any court or other forum questioning the validity or the boundaries of the County.

3. The County, pursuant to due authorization of the Governing Body, has full legal right, power and authority to enter into the Ground Lease and the Facilities Lease, and has the legal right, power and authority to carry out and effectuate the transactions contemplated by the Ground Lease and the Facilities Lease.

4. In accordance with his authority, the Presiding Judge of the County (the "*Presiding Judge*") has duly executed and delivered, and the Governing Body has authorized the due performance of, the Ground Lease and the Facilities Lease, and the Ground Lease and Lease constitute legal, valid and binding obligations of the County enforceable in accordance with its terms except as enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' right generally and subject to the availability of equitable remedies generally.

5. The terms of the Ground Lease and the Facilities Lease and the performance of the County's obligations thereunder are not in conflict with and do not constitute a breach of or a default under the Constitution or the laws of the State, or the terms and provisions of any instrument or restriction to which the County is presently a party or to which the County is presently subject.

6. The County has received all permits and approvals of any governmental authority, board, agency or commission having jurisdiction, which are required to be obtained by the County prior to the execution, delivery and performance by the County of the Ground Lease and the Facilities Lease.

7. The representations and warranties of the County contained in the Ground Lease and the Facilities Lease are true and correct on and as of this date, and no Event of Default or Event of Nonappropriation has occurred and is continuing as of the date hereof.

8. The Governing Body resolution authorizing the County's execution of, and performance under, the Ground Lease and the Facilities Lease (the "*Lease Resolution*"), a true and correct copy of which is attached hereto as Exhibit B was adopted at a duly convened meeting of the Governing Body on February 21, 2021 (the "*Lease Meeting*"), at which Lease Meeting a duly constituted quorum was present; consisting of all Governing Body members except as indicated on the Certificate for Resolution attached to the Facilities Lease Resolution; each of the commissioners (including those absent) was given the time and location of the meeting and of the matters to be acted upon, the original of the Lease Resolution is on file in the official records of the County and the Lease Resolution, approved by a majority vote of the members present, has not been amended and is in full force and effect; each of the officers and members of the Governing Body was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Facilities Lease Meeting; and the Facilities Lease Meeting was held and conducted in accordance with the laws of the State.

9. The Bond Documents to which the County is a party and any other agreements and documents to which the County is a party and which are executed and delivered by officers of the County acting in their official capacities are in substantially the same form as the copies of such instruments which were authorized and approved by the Facilities Lease Resolution, with such changes and revisions therein as have been authorized or approved in accordance with the provisions of the Facilities Lease Resolution, and are in full force and effect on the date hereof.

10. None of the proceedings or authorizations heretofore taken or given for the execution, delivery and performance of the Bond Documents to which the County is a party, and the execution, delivery and performance of any other agreement or document to which the County is a party have been amended, modified, repealed, revoked or rescinded.

11. The execution and delivery of the Bond Documents to which the County is a party and the compliance by the County with the provisions thereof will not conflict with or constitute on the part of the County a breach of or a default under the Constitution or the laws of the State, any court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease, or other instrument to which the County is subject or by which it is bound. No event has occurred, and no condition currently exists, which constitutes or may, with the passage of time or the giving of notice, or both, constitute an Event of Default on the part of the County under Ground Lease or the Facilities Lease.

12. No litigation is pending or, to the best of our knowledge, threatened in any court wherein an unfavorable decision, ruling or find would, in any way, materially adversely affect (i) the existence of the County or the titles of the members of its Governing

Body or officers to their respective positions, (ii) the transactions contemplated by the Ground Lease or the Facilities Lease, or (iii) the validity or enforceability of the Facilities Lease Resolution or the Bond Documents to which the County is a party.

13. With respect to any contracts contained within this transcript of proceedings, all disclosure filings and acknowledgement required by Section 2252.908 of the Texas Government Code, as amended, and the rules of the Texas Ethics Commission related to said provision, have or will be made.

14. The legally adopted, proper, and official seal of the County is impressed on this Certificate.

15. The Attorney General of Texas is hereby authorized and directed to date this certificate concurrently with the date of approval of the Ground Lease or the Facilities Lease and can rely on the absence of any litigation or contest pertaining to the Ground Lease or the Facilities Lease and any other matters covered by this certificate, and on the veracity and currency of this certificate at the time of approval of the Ground Lease or the Facilities Lease, unless otherwise notified.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED this June 3, 2021.

FORT BEND COUNTY, TEXAS

Manual Signatures

Official Titles

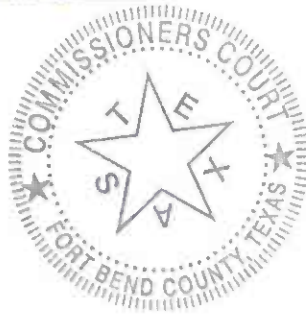
By: K. George

County Judge

By: Lana Ryland

County Clerk

[COUNTY SEAL]



General Certificate of County

Exhibits:

- A Definitions
- B Lease Resolution

EXHIBIT A

Definitions of Terms

Bonds: Greater Texas Cultural Education Facilities Finance Corporation Lease Revenue Bonds (Epicenter Multipurpose Facilities Project) Series 2021A and Taxable Series 2021B.

Bond Documents: the Financing Documents and all other agreements, certificates, documents and instruments delivered at any time in connection with any of the Financing Documents.

Deed of Trust: has the meaning specified in Section 101 of the Indenture.

Financing Documents: the Indenture, the Loan Agreement, the Notes, the Bonds, the Ground Lease, the Lease and the Deed of Trust.

Ground Lease: Ground Lease between the County and the Borrower dated as of June 1, 2021.

Indenture: Trust Indenture between the Issuer and the Trustee relating to the Bonds.

Issuer: Greater Texas Cultural Education Facilities Finance Corporation.

Lease: Facilities Lease Agreement dated as of June 23, 2021, between the Borrower and the County.

Loan Agreement: Loan Agreement between the Issuer and the Borrower relating to the Bonds.

Notes: the promissory notes executed by the Borrower to the Issuer evidencing the Loan Agreement.

Trustee: Zions Bancorporation, National Association, Amegy Bank Division, acting as Trustee under the Indenture.

Exhibit B

Lease Resolution

[See Tab __]