

## COUNTY'S CLOSING CERTIFICATE

Capitalized terms utilized in this County's Closing Certificate and not otherwise defined herein shall have the meanings assigned thereto in the Bond Purchase Contract (the "Purchase Contract") entered into among the Greater Texas Cultural Education Facilities Finance Corporation (the "Issuer"), Piper Sandler & Co., as Representative of the Underwriter, CFC - Epicenter Properties LLC (the "Borrower") and Fort Bend County, Texas (the "County") relating to the Greater Texas Cultural Education Facilities Finance Corporation Lease Revenue Bonds (Epicenter Project), Series 2021A and Taxable Series 2021B (collectively, the "Bonds"). In accordance with Section 8(i)(xvi) of the Purchase Contract, I, the authorized Representative of the County, acting solely in my official capacity, hereby certify as follows (with terms not otherwise defined herein having the meanings set forth in the Purchase Contract):

- A. The County has not received notice of any pending, nor to my actual knowledge is there any threatened, action, suit, proceeding, inquiry, or investigation against the County, at law or in equity, by or before any court, public board or body, affecting the existence of the County or the titles of its officials to their respective offices, or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds, or in any way materially adversely affecting or questioning (i) the use of the Official Statement, (ii) the use of the proceeds of the Bonds, (iii) the validity or enforceability of the Bonds, any proceedings of the County taken with respect to any of the County Documents, (iv) the tax-exempt status of the interest on the Series 2021A Bonds, (v) the accuracy or completeness of the Official Statement under the headings "THE COUNTY," "THE PROJECT," "PLAN OF FINANCING," "NO LITIGATION," (but only as to information under such caption relating to the County) "APPENDIX A," AND "APPENDIX C," (vi) the execution and delivery by the County of the County Documents, or (vii) the power of the County to carry out the transactions on its part contemplated in the County Documents;
- B. To the best of my knowledge and belief, the sections of the Official Statement under the headings "THE COUNTY," "THE PROJECT," "PLAN OF FINANCING," "NO LITIGATION" (but only as to information under such caption relating to the County), "APPENDIX A," and "APPENDIX C" do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading; and the County has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the County contained herein and in each of the County Documents true and correct as of the Closing Date; and
- C. The County has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the County contained herein and in each of the County Documents true and correct as of the Closing Date.

EXECUTED ON BEHALF OF THE COUNTY as of June 3, 2021.

FORT BEND COUNTY, TEXAS

  
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KP George, Presiding Judge

Closing Certificate of County