

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
NO. DW-6651

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chair and County Clerk for the Incorporated County of Los Alamos, New Mexico (the “Governmental Unit”) in the State of New Mexico (the “State”):

DW-6651

5. Notice of the public hearing on the Ordinance and of the adoption of the Ordinance was published in English in the *Los Alamos Daily Post*, a newspaper of general circulation in the Los Alamos County, which is published in English.

6. There is no reason within our knowledge and belief after due investigation, why the Governmental Unit may not enter into the Loan Agreement with the New Mexico Finance Authority (the “NMFA”), as authorized by the Ordinance.

7. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement. The Loan Agreement has been duly authorized, executed and delivered by the Governmental Unit.

8. The Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Ordinance. The Ordinance constitutes a valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition or request for an election has been filed with respect to the Ordinance or Loan Agreement under the provisions of the laws, bylaws, rules, regulations or other governance documents of the Governmental Unit or the State.

9. No event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under the Loan Agreement or the Ordinance, and no event of default and no default under the Loan Agreement or the Ordinance have occurred and are continuing on the date of this Certificate.

10. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Ordinance and the Loan Agreement.

11. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or to any of the actions required to be taken by the Ordinance or the Loan Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and

B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.

C. Compliance with EPA’s guidelines applicable to the Project and the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems will be obtained prior to disbursement of proceeds of the Loan for the construction portion of the Project.

12. Neither the Governmental Unit's adoption of the Ordinance nor any action contemplated by or pursuant to the Ordinance or the Loan Agreement does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under, any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.

13. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Governmental Unit or the Pledged Revenues since the date of the Ordinance.

14. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article X of the Loan Agreement has occurred.

15. Subsequent to the adoption of the Ordinance, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate, except as set forth in the Term Sheet, there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement. The lien created and granted to the NMFA by the Ordinance and the Loan Agreement is a lien on the Pledged Revenues.

16. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues, on senior, parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement. The Loan Agreement prohibits the Governmental Unit from issuing additional bonds or other obligations with a lien on the Pledged Revenues on a parity with or senior to the lien of the Loan Agreement without the prior written approval of the NMFA.

17. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest, and Administrative Fee on the Loan Agreement, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the NMFA associated with the administration of its drinking water state revolving fund loan program; (c) the validity or enforceability of the Ordinance, the Loan Agreement or any proceedings of the Governmental Unit taken; (d) the execution and delivery of the Loan Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Ordinance.

18. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement and in the Ordinance are true and correct as of the date hereof.

19. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

20. To our knowledge and belief after due investigation, neither the Chair, the County Clerk, any member of the Governing Body of the Governmental Unit, nor any other officer, employee or other agent of the Governmental Unit is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

21. Regular meetings of the Governmental Unit's Governing Body and the meeting at which the Ordinance was adopted have been held at 1000 Central Avenue, Los Alamos, New Mexico 87544, the principal meeting place of the Governing Body.

22. The Governing Body has no rules of procedure which would invalidate or make ineffective the Ordinance or other action taken by the Governing Body in connection with the Loan Agreement. The Open Meetings Act Resolution No. 25-01 adopted and approved by the Governing Body on January 7, 2025 establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution No. 25-01 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement and the Ordinance was taken at meetings held in compliance with the Open Meetings Act and Resolution No. 25-01.

23. The Chair and the County Clerk, on the date of the signing of the Loan Agreement, and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute the Loan Agreement.

24. This Certificate is for the benefit of the NMFA.

25. This Certificate may be executed in counterparts.

[Signature page follows.]

[Remainder of page left intentionally blank]

WITNESS our signatures and the seal of the Governmental Unit this 27th day of June, 2025.

INCORPORATED COUNTY OF LOS ALAMOS,
NEW MEXICO

By _____
Theresa Cull, Chair

[SEAL]

By _____
Michael D. Redondo, County Clerk

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