

**GENERAL CLOSING AND INCUMBENCY CERTIFICATE**

The undersigned do hereby certify that we are the duly qualified and acting President and Secretary of the Board, respectively, of Burney Water District, of Burney, California (the “**Borrower**”), a county water district organized and existing under the laws of the State of California (the “**State**”), and as such officials we do further represent, warrant and certify as follows:

1. *Organization.* The Borrower is a legally constituted county water district and political subdivision duly organized and existing under the laws of the State.

2. *Organizational Documents.* Attached to this Certificate are full, accurate and complete copies of the internal organizational documents (if any) of the Borrower that are in full force and effect as of the date of this certificate, including:

- Bylaws dated: \_\_\_\_\_
- Indenture dated: \_\_\_\_\_
- Other: \_\_\_\_\_
- None.

3. *Governing Body.* The Borrower is governed by a Board of Directors (the “**Governing Body**”), presently consisting of the following:

<u>Name</u>	<u>Title</u>	<u>Expiration of Term</u>
David Barry	Director, President	December 06, 2024
Britta Rogers	Director, Vice President	December 04, 2026
Jim Hamlin	Director	December 04, 2026
Fred Ryness	Director	December 06, 2024
Rodney Armstrong	Director	December 04, 2026

The foregoing members of the Governing Body were and are the duly qualified and acting members of the Governing Body all times during which such persons participated in the proceedings authorizing the transactions described in this Certificate.

4. *Officers.* The current officers of the Borrower, and correct specimen signatures for each such officer, appear below:

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
David Barry	President	_____
Britta Rogers	Vice President	_____
David Zevely	District Manager	_____
David Zevely	Board Secretary	_____

Each such officer (each, an “**Authorized Officer**”) is authorized to execute and deliver the Loan Documents on behalf of the Borrower pursuant to the Authorizing Measure (defined below). The foregoing officers of the Borrower were and are the duly qualified and acting officials of the Borrower holding such offices at all times during which such persons participated in the proceedings authorizing the transactions described in this Certificate.

5. *Authorizing Measure.* Attached (or included within the transcript accompanying this Certificate) is a true, correct and complete copy of the ordinance or resolution (the “**Authorizing Measure**”) duly adopted by the Governing Body and authorizing the execution and delivery of the Credit Agreement dated on or about the date of this Certificate (the “**Agreement**”) and the issuance of the bond(s) or note(s) executed and delivered to CoBank, ACB (the “**Lender**”) in connection therewith (whether one or more, as amended from time to time, collectively, the “**Obligations**”; the Agreement, the Obligations and any and all other documents and certificates executed in connection therewith are referred to collectively as the “**Loan Documents**”). The Authorizing Measure was duly approved in accordance with all applicable laws, including, without limitation, laws governing the powers of the Borrower, laws restricting the incurrence of indebtedness, laws relating to conflicts of interest and open meeting or similar laws, is in full force and effect and has not been modified or repealed as of the date hereof. The Authorizing Measure authorizes the execution, delivery and performance of the Loan Documents by the Authorized Officers of the Borrower.

6. *No Litigation or Controversy.* There is no litigation or controversy pending or threatened questioning or affecting in any manner whatsoever the existence of the Borrower, the rights of the members of the Governing Body or the officers to their respective offices, the boundaries or territory of the Borrower, the right of the Borrower to levy taxes or impose rates and charges, as applicable, for its purposes or in any way challenging the right or power of the Borrower to execute, deliver or perform any of the Loan Documents.

7. *No Violation or Conflict.* The execution, delivery, and performance by the Borrower of the Loan Documents do not and will not: (A) violate any provision of any law, rule or regulation, any judgment, order or ruling of any court or governmental agency or charter documents, as applicable, of the Borrower, or any agreement, indenture, mortgage, or other instrument to which the Borrower is a party or by which the Borrower or any of its properties is bound; or (B) be in conflict with, result in a breach of, or constitute with the giving of notice or passage of time, or both, a default under any such law, rule, regulation, judgment, order, ruling, agreement, indenture, mortgage, or other instrument.

8. *No Required Consents or Approvals.* No consent, permission, authorization, order or license of any governmental authority is necessary in connection with the execution, delivery, performance, or enforcement of the Loan Documents, except such as have been obtained and are in full force and effect.

9. *Purpose of Certificate.* All statements herein and the documents attached are representations made to the Lender for the purpose of obtaining a loan or loans.

SIGNATURE PAGE FOLLOWS

Dated \_\_\_\_\_, 2023.

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President

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Secretary of the Board

*[SIGNATURE PAGE TO GENERAL CLOSING AND INCUMBENCY CERTIFICATE]*