

**\$1,138,329**  
**TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO**  
**COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT**  
**NO. CIF-5790**

STATE OF NEW MEXICO            )  
  ) ss. GENERAL AND NO LITIGATION  
COUNTY OF GRANT                ) CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and Town Clerk for the Town of Silver City (the “Borrower/Grantee”) in the State of New Mexico (the “State”):

Capitalized terms used in this Certificate have the same meaning as defined in Resolution No. 2023-03 adopted by the Governing Body of the Borrower/Grantee on January 24, 2023 (the “Resolution”) unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.

2. There exists within the boundaries of the Borrower/Grantee, Silver City, Arenas Valley, Pinos Altos, Rosedale and Tyrone Townsite, communities that have been designated by the Borrower/Grantee as Colonias within the meaning of the Colonias Infrastructure Act, and the Borrower/Grantee will be receiving the Loan/Grant for the benefit of the Colonias and its residents.

3. From at least June 23, 2022, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Borrower/Grantee:

Mayor:	Ken Ladner
Councilors:	Lucian Farmer Nicholas H. Prince Jose A. Ray, Jr. Guadalupe E. Cano
Town Manager:	Alex C. Brown
Town Attorney:	James Reynolds, Esq.
Town Clerk:	Alfred Sedillo

4. The population of the Town of Silver City, New Mexico is at least 75% English speaking.

5. Notice of adoption of the Resolution was published in English in the *Silver City Daily Press*, a newspaper qualified to publish legal notices that is of general circulation in the Town of Silver City, New Mexico.

6. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority, as authorized by the Resolution.

7. 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 Borrower/Grantee since the date of the Resolution.

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

9. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, 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 Borrower/Grantee 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 or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (b) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Resolution or the Loan/Grant Agreement, (c) the execution and delivery of the Loan/Grant Agreement, or (d) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

10. The Borrower/Grantee 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 Borrower/Grantee contained in the Loan/Grant Agreement and in the Resolution are true and correct as of the date hereof.

11. The Borrower/Grantee 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.

12. To our knowledge and belief after due investigation, neither the Mayor, the Town Clerk, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee 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.

13. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at the Grant County Administration Center,

1400 Highway 180 East, Silver City, New Mexico 88061, the principal meeting place of the Borrower/Grantee.

14. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on January 10, 2023, establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Resolution and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 2023-01 which resolution was effective on January 24, 2023, and has not been amended, repealed or rescinded.

15. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended.

16. Ordinance No. 722, as amended by Ordinance Nos. 1181 and 1229, 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 noted herein.

17. The Mayor and the Town Clerk, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

18. This Certificate is for the benefit of the Finance Authority and the Colonias Infrastructure Board.

19. This Certificate may be executed in counterparts.

*[Signature page follows.]*

WITNESS our signatures and the seal of the Borrower/Grantee this 3<sup>rd</sup> day of March, 2023.

TOWN OF SILVER CITY, GRANT COUNTY,  
NEW MEXICO

(SEAL)

By \_\_\_\_\_  
Ken Ladner, Mayor

By \_\_\_\_\_  
Alfred Sedillo, Town Clerk

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