

**TOWN OF MILL CREEK**

**Waterworks Design Revenue Bonds, Series 2013 A**  
**(West Virginia Infrastructure Fund)**

**AMENDED TRANSCRIPT**

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NOTE: The Town of Mill Creek issued its Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), on August 23, 2013, in the aggregate principal amount of \$157,500 (the "Series 2013 A Bonds"). After the Closing, a revised debt service schedule was provided; therefore, the Issuer adopted the Second Supplemental Resolution to amend the Loan Agreement; and issue a Substitute Bond to replace the original Series 2013 A Bonds to reflect the terms of the revised debt service schedule.

TOWN OF MILL CREEK

Waterworks Design Revenue Bonds, Series 2013 A  
(West Virginia Infrastructure Fund)

SECOND SUPPLEMENTAL RESOLUTION

SECOND SUPPLEMENTAL RESOLUTION PROVIDING A SUBSTITUTE BOND FOR THE WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE TOWN OF MILL CREEK; AMENDING CERTAIN TERMS OF THE BONDS; APPROVING AN AMENDED LOAN AGREEMENT RELATING TO SUCH SUBSTITUTED BONDS; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the council (the “Governing Body”) of the Town of Mill Creek (the “Issuer”) has duly and officially adopted and enacted a bond ordinance, effective June 13, 2013 (the “Bond Ordinance”), entitled:

ORDINANCE AUTHORIZING THE DESIGN OF ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF THE TOWN OF MILL CREEK AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$157,500 IN AGGREGATE PRINCIPAL AMOUNT OF WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA INFRASTRUCTURE FUND), PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Governing Body of the Issuer has duly adopted a Supplemental Resolution on August 13, 2013, entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATERWORKS

DESIGN REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE TOWN OF MILL CREEK; RATIFYING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; APPROVING A BOND ORDINANCE; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Ordinance when used herein;

WHEREAS, the Bond Ordinance authorized for the issuance of the Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), of the Issuer, in the aggregate principal amount not to exceed \$157,500 (the "Series 2013 A Bonds"), and authorized the execution and delivery of a loan agreement relating to the Series 2013 A Bonds, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), all in accordance with Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the form of the Loan Agreement and the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds, and that other matters relating to the Bonds be provided for;

WHEREAS, the Supplemental Resolution adopted by the Issuer on August 13, 2013 (the "Supplemental Resolution") approved the form of the Loan Agreement, including the debt service schedule attached thereto and provided the exact principal amount, date, maturity date, redemption provision, interest rate, interest and principal payment dates, sale price and other terms of the Series 2013 A Bonds;

WHEREAS, the Series 2013 A Bonds were issued on August 23, 2013;

WHEREAS, after the Closing of the Series 2013 A Bonds, the Issuer desired to change the repayment schedule;

WHEREAS, the Authority has provided an Amended Loan Agreement and a revised debt service schedule has been provided; and

WHEREAS, the Governing Body deems it essential and desirable that this second supplemental resolution (the "Second Supplemental Resolution") be adopted, that the Amended Loan Agreement be approved; and that a substitute bond be issued to replace the original Series 2013 A Bonds to reflect the terms of the revised debt service schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF MILL CREEK:

Section 1. Section 1 of the Supplemental Resolution is hereby replaced in its entirety by the following:

Pursuant to the Bond Ordinance and the Act, this Second Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Substitute Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of \$157,500 (the "Substitute Series 2013 A Bonds"). The Substitute Series 2013 A Bonds shall be dated November 21, 2013, shall finally mature June 1, 2053, and shall bear interest at the rate of 1.0% per annum. The principal and interest of the Substitute Series 2013 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2015, to and including June 1, 2053, and in the amounts as set forth in the "Schedule Y" attached to the Amended Loan Agreement and incorporated in and made a part of the Substitute Series 2013 A Bonds. The Substitute Series 2013 A Bonds shall be subject to redemption upon the written consent of the Authority, and upon payment of a redemption premium, if any, and otherwise in compliance with the Amended Loan Agreement, so long as the Authority shall be the Registered Owner of the Substitute Series 2013 A Bonds.

Section 2. All other provisions relating to the Substitute Series 2013 A Bonds shall be in substantially the form provided in the Bond Ordinance.

Section 3. The Issuer does hereby authorize and approve the execution of the Amended Loan Agreement attached hereto as Exhibit A.

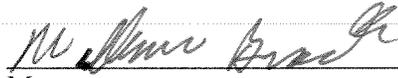
Section 4. The Issuer does hereby authorize and approve the form of the Substitute Series 2013 A Bonds as attached hereto as Exhibit B.

Section 5. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Substitute Series 2013 A Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Substitute Series 2013 A Bonds may be delivered on or about November 21, 2013, to the Authority pursuant to the Amended Loan Agreement.

Section 6. This Second Supplemental Resolution shall be effective immediately following adoption hereof.

[Remainder of Page Intentionally Blank]

Adopted this 14th day of November, 2013.



\_\_\_\_\_  
Mayor

CERTIFICATION

Certified a true copy of a Second Supplemental Resolution duly adopted by the Council  
of the Town of Mill Creek on the 14th day of November, 2013.

Dated: November 21, 2013.

[SEAL]

Carly S. Meade  
Recorder

Exhibit A

Amended Loan Agreement Tab 2

Exhibit B  
Form of Substitute Bond

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
TOWN OF MILL CREEK  
WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 A  
(WEST VIRGINIA INFRASTRUCTURE FUND)

SUBSTITUTE BOND  
(Replacing Series 2013 A Bonds dated August 23, 2013)

November 21, 2013

No. AR-1

\$157,500

KNOW ALL MEN BY THESE PRESENTS: That on this the 21st day of November, 2013, the Town of Mill Creek, a municipal corporation and political subdivision of the State of West Virginia in Randolph County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of ONE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$157,500), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2015, to and including June 1, 2053 as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest of 1.0% per annum payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2015, to and including June 1, 2053 as set forth on the Debt Service Schedule attached as EXHIBIT B hereto and incorporated herein by reference.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the Registered Owner hereof at the address as it appears on the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the next month preceding an interest payment date, or such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Amended Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated November 21, 2013.

This Bond is issued (i) to pay a portion of the costs of design and other pre-construction activities related to the acquisition and construction of certain extensions, additions, betterments and improvements to the public waterworks system of the Issuer (the "Design Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public waterworks system of the Issuer, the Design Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System". This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on June 13, 2013, a Supplemental Resolution duly adopted by the Issuer on August 13, 2013 and a Second Supplemental Resolution adopted November 14, 2013 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THERE ARE NO OUTSTANDING BONDS OR OBLIGATIONS OF THE ISSUER WHICH ARE SECURED BY REVENUES OR ASSETS OF THE SYSTEM.

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2013 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay the Operating Expenses and principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2013 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds; provided however, that, so long as there exists in the Series 2013 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior and subordinate to the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of

transfer satisfactory to the Registrar, duly executed by the Registered Owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the Costs of the Design Project and costs of issuance described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the Registered Owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Gross Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest on this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

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IN WITNESS WHEREOF, the TOWN OF MILL CREEK has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2013 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: November 21, 2013.

THE HUNTINGTON NATIONAL BANK,  
as Registrar

By: \_\_\_\_\_  
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$28,312	08/23/2013	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL \$ \_\_\_\_\_

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto the within  
Bond and does hereby irrevocably constitute and appoint  
\_\_\_\_\_, Attorney to transfer the said Bond on the books  
kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

In the presence of:

\_\_\_\_\_

IC-1  
(07/13)

AMENDED LOAN AGREEMENT  
(Replacing Loan Agreement dated August 23, 2013)

THIS LOAN AGREEMENT, made and entered into in several counterparts, by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), acting on behalf of the WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL (the "Council"), and the governmental agency designated below (the "Governmental Agency").

TOWN OF MILL CREEK  
(2012W-1387)

(Governmental Agency)

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (the "Act"), the Authority is empowered upon request of the Council to make loans to governmental agencies for the acquisition or construction of projects by such governmental agencies, subject to such provisions and limitations as are contained in the Act;

WHEREAS, the Governmental Agency constitutes a governmental agency as defined by the Act;

WHEREAS, the Governmental Agency is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a project, as defined by the Act, and to finance the cost of acquisition and construction of the same by borrowing money to be evidenced by revenue bonds issued by the Governmental Agency;

WHEREAS, the Governmental Agency intends to construct, is constructing or has constructed such a project at the location and as more particularly described and set forth in the Application, as hereinafter defined (the "Project");

WHEREAS, the Governmental Agency has completed and filed with the Authority an Application for a Construction Loan with attachments and exhibits and an

Amended Application for a Construction Loan also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference; and

WHEREAS, having reviewed the Application and made all findings required by the Act and having available sufficient funds therefor, the Council has authorized the Authority to lend the Governmental Agency the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Governmental Agency with money in the Infrastructure Fund, subject to the Governmental Agency's satisfaction of certain legal and other requirements of the Council's loan program (the "Program") as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Governmental Agency and the Authority hereby agree as follows:

## ARTICLE I

### Definitions

1.1 Except where the context clearly indicates otherwise, the terms "Authority," "cost," "Council," "governmental agency," "project," "waste water facility" and "water facility" have the definitions and meanings ascribed to them in the Act.

1.2 "Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser of the Bonds, acting in its administrative capacity pursuant to Section 10 of the Act and upon authorization from the Council.

1.3 "Consulting Engineers" means the professional engineer, licensed by the State, designated in the Application and any qualified successor thereto; provided, however, when a Loan is made for a Project financed, in part, by the Office of Abandoned Mine Lands, "Consulting Engineers" shall mean the West Virginia Department of Environmental Protection, or any successor thereto.

1.4 "Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Section 9 of the Act.

1.5 "Loan" means the loan to be made by the Authority to the Governmental Agency through the purchase of Local Bonds, as hereinafter defined, pursuant to this Loan Agreement.

1.6 "Local Act" means the official action of the Governmental Agency required by Section 4.1 hereof, authorizing the Local Bonds.

1.7 "Local Bonds" means the revenue bonds to be issued by the Governmental Agency pursuant to the provisions of the Local Statute, as hereinafter defined, to evidence the Loan and to be purchased by the Authority, all in accordance with the provisions of this Loan Agreement.

1.8 "Local Statute" means the specific provisions of the Code of West Virginia, 1931, as amended, pursuant to which the Local Bonds are issued.

1.9 "Operating Expenses" means the reasonable, proper and necessary costs of operation and maintenance of the System, as hereinafter defined, as should normally and regularly be included as such under generally accepted accounting principles.

1.10 "Project" means the project hereinabove referred to, to be constructed or being constructed by the Governmental Agency in whole or in part with the net proceeds of the Local Bonds.

1.11 "System" means the project owned by the Governmental Agency, of which the Project constitutes all or to which the Project constitutes an improvement, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

1.12 Additional terms and phrases are defined in this Loan Agreement as they are used.

## ARTICLE II

### The Project and the System

2.1 The Project shall generally consist of the construction and acquisition of the facilities described in the Application, to be, being or having been constructed in accordance with plans, specifications and designs prepared for the Governmental Agency by the Consulting Engineers, the Authority and Council having found, to the extent applicable, that the Project is consistent with the Act.

2.2 Subject to the terms, conditions and provisions of this Loan Agreement and the Local Act, the Governmental Agency has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared for the Governmental Agency by the Consulting Engineers.

2.3 All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Governmental Agency, subject to any mortgage lien or other security interest as is provided for in the Local Statute unless a sale or transfer of all or a portion of said property or any interest therein is approved by the Authority and Council.

2.4 The Governmental Agency agrees that the Authority and the Council and their duly authorized agents shall have the right at all reasonable times to enter upon the Project site and Project facilities and to examine and inspect the same. The Governmental Agency further agrees that the Authority and the Council and their duly authorized agents and representatives shall, prior to, during and after completion of construction and commencement of operation of the Project, have such rights of access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the Council with respect to the System pursuant to the pertinent provisions of the Act.

2.5 The Governmental Agency shall keep complete and accurate records of the cost of acquiring the Project site and the costs of constructing, acquiring and installing the Project. The Governmental Agency shall permit the Authority and the Council, acting by and through their directors or their duly authorized agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Governmental Agency shall submit to the Authority and the Council such documents and information as they may reasonably require in connection with the construction, acquisition and installation of the Project, the operation and maintenance of the System and the administration of the Loan or of any State and federal grants or other sources of financing for the Project.

2.6 The Governmental Agency agrees that it will permit the Authority and the Council and their agents and representatives to have access to the records of the Governmental Agency pertaining to the operation and maintenance of the System at any reasonable time following completion of construction of the Project and commencement of operation thereof or if the Project is an improvement to an existing system at any reasonable time following commencement of construction.

2.7 The Governmental Agency shall require that each construction contractor furnish a performance bond and a payment bond, each in an amount at least equal to one hundred percent (100%) of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract and shall verify or have verified such bonds prior to commencement of construction.

2.8 The Governmental Agency shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers'

compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Council and the Authority and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Governmental Agency, the Governmental Agency or (at the option of the Governmental Agency) the contractor shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Governmental Agency, the prime contractor and all subcontractors, as their interests may appear. If facilities of the System which are detrimentally affected by flooding are or will be located in designated special flood or mudslide-prone areas and if flood insurance is available at a reasonable cost, a flood insurance policy must be obtained by the Governmental Agency on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds is outstanding. Prior to commencing operation of the Project, the Governmental Agency must also obtain, and maintain so long as any of the Local Bonds are outstanding, business interruption insurance if available at a reasonable cost.

2.9 The Governmental Agency shall provide and maintain competent and adequate engineering services satisfactory to the Council and the Authority covering the supervision and inspection of the development and construction of the Project, and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Authority, the Council and the Governmental Agency at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

2.10 The Governmental Agency shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Governmental Agency shall employ qualified operating personnel properly certified by the State to operate the System during the entire term of this Loan Agreement.

2.11 The Governmental Agency hereby covenants and agrees to comply with all applicable laws, rules and regulations issued by the Council, the Authority or other State, federal or local bodies in regard to the construction of the Project and operation, maintenance and use of the System.

2.12 The Governmental Agency, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project, shall each month complete a Monthly Financial Report, the form of which is attached hereto as Exhibit C and incorporated herein by reference, and forward a copy by the 10<sup>th</sup> of each month to the Authority and Council.

2.13 The Governmental Agency shall serve the additional customers at the location(s) as set forth in Schedule X. The Governmental Agency shall not reduce the amount of additional customers served by the project without the prior written approval of the WDA Board. Following completion of the Project the Governmental Agency shall certify to the Authority the number of customers added to the System.

2.14 The Governmental Agency shall perform an annual maintenance audit which maintenance audit shall be submitted to the WDA and the Public Service Commission of West Virginia.

### ARTICLE III

#### Conditions to Loan; Issuance of Local Bonds

3.1 The agreement of the Authority and Council to make the Loan is subject to the Governmental Agency's fulfillment, to the satisfaction of the Authority and the Council, of each and all of those certain conditions precedent on or before the delivery date for the Local Bonds, which shall be the date established pursuant to Section 3.4 hereof. Said conditions precedent are as follows:

(a) The Governmental Agency shall have performed and satisfied all of the terms and conditions to be performed and satisfied by it in this Loan Agreement;

(b) The Governmental Agency shall have authorized the issuance of and delivery to the Authority of the Local Bonds described in this Article III and in Article IV hereof;

(c) The Governmental Agency shall either have received bids or entered into contracts for the construction of the Project which are in an amount and otherwise compatible with the plan of financing described in the Application; provided that, if the Loan will refund an interim construction financing, the Governmental Agency must either be constructing or have constructed its Project for a cost and as otherwise compatible with the plan of financing described in the Application; and, in either case, the Authority and the Council shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit A;

(d) The Governmental Agency shall have obtained all permits required by the laws of the State and the federal government necessary for the construction of the Project, and the Authority and the Council shall have received a certificate of the Consulting Engineers to such effect;

(e) The Governmental Agency shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") and the Council necessary for the construction of the Project and operation of the System, with all requisite appeal periods having expired without successful appeal, and the Authority and the Council shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority and the Council, to such effect;

(f) The Governmental Agency shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, including compliance with Chapter 21, Article 1D of the Code of West Virginia, 1931, as amended, and the Authority and the Council shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority, to such effect;

(g) The Governmental Agency shall have obtained any and all approvals of rates and charges required by State law and shall have taken any other action required to establish and impose such rates and charges (imposition of such rates and charges is not, however, required to be effective until completion of construction of the Project), with all requisite appeal periods having expired without successful appeal, and the Authority and the Council shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority and the Council, to such effect;

(h) Such rates and charges for the System shall be sufficient to comply with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof, and the Authority and the Council shall have received a certificate of the accountant for the Governmental Agency, or such other person or firm experienced in the finances of governmental agencies and satisfactory to the Authority and the Council, to such effect; and

(i) The net proceeds of the Local Bonds, together with all moneys on deposit or to be simultaneously deposited (or, with respect to proceeds of grant anticipation notes or other indebtedness for which a binding purchase contract has been entered, to be deposited on a date certain) and irrevocably pledged thereto and the proceeds of grants irrevocably committed therefor, shall be sufficient to pay the costs of construction and acquisition of the Project as set forth in the Application, and the Authority shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of projects and satisfactory to the Authority and the Council, to such effect, such certificate to be in form and substance satisfactory to the Authority and the Council, and evidence satisfactory to the Authority and the Council of such irrevocably committed grants.

3.2 Subject to the terms and provisions of this Loan Agreement, the rules and regulations promulgated by the Authority, the Council or any other appropriate State agency and any applicable rules, regulations and procedures promulgated from time to time by the federal government, it is hereby agreed that the Authority shall make the Loan to the Governmental Agency and the Governmental Agency shall accept the Loan from the Authority, and in furtherance thereof it is agreed that the Governmental Agency shall sell to the Authority and the Authority shall make the Loan by purchasing the Local Bonds in the principal amount and at the price set forth in Schedule X hereto. The Local Bonds shall have such further terms and provisions as described in Article IV hereof.

3.3 The Loan shall be secured and shall be repaid in the manner hereinafter provided in this Loan Agreement.

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Governmental Agency by written notice to the Authority, which written notice shall be given not less than ten (10) business days prior to the date designated; provided, however, that if the Authority is unable to accept delivery on the date designated, the Local Bonds shall be delivered to the Authority on a date as close as possible to the designated date and mutually agreeable to the Authority, the Council and the Governmental Agency. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Loan Closing." Notwithstanding the foregoing, the Date of Loan Closing shall in no event occur more than ninety (90) days after the date of execution of this Loan Agreement by the Authority or such later date as is agreed to in writing by the Council.

3.5 The Governmental Agency understands and acknowledges that it is one of several governmental agencies which have applied to the Council for loans from the Infrastructure Fund to finance projects and that the obligation of the Authority to make any such loan is subject to the Council's authorization and the Governmental Agency's fulfilling all of the terms and conditions of this Loan Agreement on or prior to the Date of Loan Closing. The Governmental Agency specifically recognizes that the Authority will not purchase the Local Bonds unless and until sufficient funds are available in the Infrastructure Fund to purchase all the Local Bonds and that, prior to execution of this Loan Agreement, the Authority may commit to and purchase the revenue bonds of other governmental agencies for which it has sufficient funds available.

#### ARTICLE IV

Local Bonds; Security for Loan;  
Repayment of Loan; Interest on Loan;  
Fees and Charges

4.1 The Governmental Agency shall, as one of the conditions of the Authority to make the Loan, authorize the issuance of and issue the Local Bonds pursuant to an official action of the Governmental Agency in accordance with the Local Statute, which shall, as adopted or enacted, contain provisions and covenants in substantially the form as follows, unless the specific provision or covenant is modified or waived by the Council:

(a) That the gross revenues of the System shall always be used for purposes of the System. Such gross revenues shall be used monthly, in the order of priority listed below:

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule X, to provide debt service on the Local Bonds by depositing in a sinking fund one-third (1/3) of the interest payment next coming due on the Local Bonds and one-third (1/3) of the principal payment next coming due on the Local Bonds and, beginning three (3) months prior to the first date of payment of principal of the Local Bonds, if the reserve account for the Local Bonds (the "Reserve Account") was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof (which, with an approving opinion of bond counsel to the Governmental Agency, may be with a letter of credit or surety) in an amount equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the "Reserve Requirement"), by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) of the Reserve Requirement or, if the Reserve Account has been so funded (whether by Local Bond proceeds, monthly deposits or otherwise), any amount necessary to maintain the Reserve Account at the Reserve Requirement;

(iii) to create a renewal and replacement, or similar, fund in an amount equal to two and one-half percent (2-1/2%) of the gross revenues from the System, exclusive of any payments into the Reserve Account, for the purpose of improving or making emergency repairs or replacements to the System or eliminating any deficiencies in the Reserve Account; and

(iv) for other legal purposes of the System, including payment of debt service on other obligations junior, subordinate and inferior to the Local Bonds.

Provided, that if the Governmental Agency has existing outstanding indebtedness which has greater coverage or renewal and replacement fund requirements, then the greater requirements will prevail until said existing indebtedness is paid in full.

(b) Covenants substantially as follows:

(i) That the Local Bonds shall be secured by a pledge of either the gross or net revenues of the System, as more fully set forth in Schedule X attached hereto and in the Local Act;

(ii) That the schedule of rates or charges for the services of the System shall be sufficient to provide funds which, along with other revenues of the System, will pay all Operating Expenses and leave a balance each year equal to at least one hundred fifteen percent (115%) of the maximum amount required in any year for debt service on the Local Bonds and all other obligations secured by a lien on or payable from the revenues of the System prior to or on a parity with the Local Bonds or, if the Reserve Account is funded (whether by Local Bond proceeds, monthly deposits or otherwise) at an amount equal to the Reserve Requirement and any reserve account for any such prior or parity obligations is funded at least at the requirement therefor, equal to at least one hundred ten percent (110%) of the maximum amount required in any year for debt service on the Local Bonds and any such prior or parity obligations;

(iii) That the Governmental Agency shall complete the Project and operate and maintain the System in good condition;

(iv) That, except as otherwise required by State law or with the written consent of the Council and the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Local Bonds outstanding, with further restrictions on the disposition of portions of the System as are normally contained in such covenants;

(v) That the Governmental Agency shall not issue any other obligations payable from the revenues of the System which rank prior to, or equally, as to lien and security with the Local Bonds, except parity bonds which shall only be issued if net revenues of the System prior to issuance of such parity bonds, plus reasonably projected revenues from rate increases and the improvements to be financed by such parity bonds, shall not be less than one hundred fifteen percent (115%) of the maximum debt service in any succeeding year on all Local Bonds and parity bonds theretofore and then being issued and on any obligations secured by a lien on or payable from the revenues of the System prior to the Local Bonds and with the prior written consent of the Authority and the Council; provided, however, that additional parity bonds may be issued to complete the Project, as described in the Application as of the date hereof, without regard to the foregoing;

(vi) That the Governmental Agency will carry such insurance as is customarily carried with respect to works and properties similar to the System, including those specified by Section 2.8 hereof;

(vii) That the Governmental Agency will not render any free services of the System;

(viii) That the Authority may, by proper legal action, compel the performance of the duties of the Governmental Agency under the Local Act, including the making and collection of sufficient rates or charges for services rendered by the System, and shall also have, in the event of a default in payment of principal or interest on the Local Bonds, the right to obtain the appointment of a receiver to administer the System or construction of the Project, or both, as provided by law;

(ix) That, to the extent authorized by the laws of the State and the rules and regulations of the PSC, all delinquent rates and charges, if not paid when due, shall become a lien on the premises served by the System;

(x) That, to the extent legally allowable, the Governmental Agency will not grant any franchise to provide any services which would compete with the System;

(xi) That the Governmental Agency shall annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority and the Council, which report shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the Governmental Agency's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

(xii) That the Governmental Agency shall annually adopt a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding fiscal year and shall submit a copy of such budget to the Authority and the Council within 30 days of adoption thereof;

(xiii) That, to the extent authorized by the laws of the State and the rules and regulations of the PSC, prospective users of the System shall be required to connect thereto;

(xiv) That the proceeds of the Local Bonds, advanced from time to time, must (a) be deposited in a construction fund, which, except as otherwise agreed to in writing by the Authority, shall be held separate and apart from all other funds of the Governmental Agency and on which the owners of the Local Bonds shall have a lien until such proceeds are applied to the construction of the Project (including the repayment of any incidental interim financing) and/or (b) be used to pay (or redeem)

bond anticipation notes or other interim financing of such Governmental Agency, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the Authority and the Council, the proceeds of the Local Bonds may be used to fund all or a portion of the Reserve Account, on which the owner of the Local Bonds shall have a lien as provided herein;

(xv) That, as long as the Authority is the owner of any of the Local Bonds, the Governmental Agency may not redeem any Local Bonds by it without the written consent of the Authority and the Council and otherwise in compliance with this Loan Agreement;

(xvi) That the West Virginia Municipal Bond Commission (the "Commission") shall serve as paying agent for the Local Bonds;

(xvii) That the Governmental Agency shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required interest, principal and reserve account payment. The Governmental Agency shall complete the Monthly Payment Form, attached hereto as Exhibit D and incorporated herein by reference, and submit a copy of said form along with a copy of the check or electronic transfer to the Authority by the 5<sup>th</sup> day of such calendar month. When required by the Authority, the Local Entity shall make monthly payments to the Commission by electronic transfer;

(xviii) That, unless it qualifies for an exception to the provisions of Section 148 of the Internal Revenue Code of 1986, as amended, which exception shall be set forth in an opinion of bond counsel, the Governmental Agency will furnish to the Authority, annually, at such time as it is required to perform its rebate calculations under the Internal Revenue Code of 1986, as amended, a certificate with respect to its rebate calculations and, at any time, any additional information requested by the Authority;

(xix) That the Governmental Agency shall take any and all action, or shall refrain from taking any action regarding the use of the proceeds of the Local Bonds, as shall be deemed necessary by the Authority to maintain the exclusion from gross income for federal income tax purposes of interest on the State's general obligation bonds or any bonds secured by the Local Bonds;

(xx) That the Governmental Agency shall have obtained the certificate of the Consulting Engineer in the form attached hereto as Exhibit A, to the effect that the Project has been or will be constructed in accordance with the approved plans, specifications and design as submitted to the Authority and the Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the Council is sufficient to pay the costs of acquisition and construction

of the Project and all permits required by federal and State laws for construction of the Project have been obtained;

(xxi) That the Governmental Agency shall, to the full extent permitted by applicable law and the rules and regulations of the PSC, terminate the services of any water facility owned by it to any customer of the System who is delinquent in payment of charges for services provided by the System and will not restore the services of the water facility until all delinquent charges for the services of the System have been fully paid or, if the water facility is not owned by the Governmental Agency, then the Governmental Agency shall enter into a termination agreement with the water provider;

(xxii) That the Governmental Agency shall furnish to the Authority such information with respect to earnings on all funds constituting "gross proceeds" of the Local Bonds (as that term is defined in the Internal Revenue Code of 1986, as amended) from time to time as the Authority may request;

(xxiii) That the Governmental Agency shall submit all proposed change orders to the Council for written approval. The Governmental Agency shall obtain the written approval of the Council before expending any proceeds of the Local Bonds held in "contingency" as set forth in the final Schedule B attached to the certificate of the Consulting Engineer. The Governmental Agency shall obtain the written approval of the Council before making any changes to the final Schedule B and also before expending any proceeds of the Local Bonds available due to bid/construction/project underruns;

(xxiv) That the Governmental Agency shall list the funding provided by the Authority and the Council in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project; and

(xxv) That, unless it qualifies for an exception, the Governmental Agency shall comply with all the requirements of Chapter 21, Article 1C of the Code of West Virginia, 1931, as amended (the "West Virginia Jobs Act") and shall require its contractors and subcontractors to comply with the West Virginia Jobs Act. The Governmental Agency shall provide the Council and the Authority with a certificate stating that (I) the Governmental Agency will comply with all the requirements of the West Virginia Jobs Act; (II) the Governmental Agency has included the provisions of the West Virginia Jobs Act in each contract and subcontract for the Project; (III) the Governmental Agency has received or will receive, prior to entering into contracts or subcontracts, from each contractor or subcontractor a certificate demonstrating compliance with Section 4 of the West Virginia Jobs Act or waiver certificates from the West Virginia Division of Labor ("DOL"); and (IV) the Governmental Agency will file with the DOL and the Council copies of the waiver certificates and certified payrolls or comparable documents that include the number of employees, the county and state

wherein the employees reside and their occupation, following the procedures established by the DOL. The monthly requisitions submitted to the Council shall also certify that the Governmental Agency is monitoring compliance by its contractors and subcontractors and that the required information has been submitted.

The Governmental Agency hereby represents and warrants that the Local Act has been or shall be duly adopted in compliance with all necessary corporate and other action and in accordance with applicable provisions of law. All legal matters incident to the authorization, issuance, validity, sale and delivery of the Local Bonds shall be approved without qualification by recognized bond counsel acceptable to the Authority in substantially the form of legal opinion attached hereto as Exhibit B.

4.2 The Loan shall be secured by the pledge and assignment by the Governmental Agency, as effected by the Local Act, of the fees, charges and other revenues of the Governmental Agency from the System as further set forth by and subject only to such reservations and exceptions as are described in Schedules X and Y hereto or are otherwise expressly permitted in writing by the Authority and the Council.

4.3 The principal of the Loan shall be repaid by the Governmental Agency on the days and in the years provided in Schedule X hereto. Interest payments on the Loan shall be made by the Governmental Agency on a quarterly basis as provided in said Schedule X.

4.4 The Loan shall bear interest from the date and at the rate or rates per annum set forth on Schedule X hereto. In no event shall the interest rate on or the net interest cost of the Local Bonds exceed any statutory limitation with regard thereto.

4.5 The Local Bonds shall be delivered to the Authority in fully registered form, transferable and exchangeable as provided in the Local Act at the expense of the Governmental Agency. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series, as reflected by Schedule X hereto.

4.6 The Governmental Agency agrees to expend the net proceeds of the Local Bonds for the Project within 3 years of the issuance of the bonds which are the source of money used to purchase the Local Bonds, unless otherwise agreed to by the Council.

## ARTICLE V

### Certain Covenants of the Governmental Agency; Imposition and Collection of User Charges; Payments To Be Made by Governmental Agency to the Authority

5.1 The Governmental Agency hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Loan Agreement and the Local Act. The Governmental Agency hereby further irrevocably covenants and agrees that, as one of the conditions of the Authority to make the Loan, it has fixed and collected, or will fix and collect, the rates, fees and other charges for the use of the System and will take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and in compliance with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof.

5.2 In the event, for any reason, the schedule of rates, fees and charges initially established for the System in connection with the Local Bonds shall prove to be insufficient to produce the required sums set forth in the Local Act and this Loan Agreement, the Governmental Agency hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges (or where applicable, immediately file with the PSC for a rate increase) and take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and this Loan Agreement.

5.3 In the event the Governmental Agency defaults in the payment due to the Authority pursuant to this Loan Agreement, the amount of such default shall bear interest at the interest rate of the installment of the Loan next due, from the date of the default until the date of the payment thereof.

5.4 The Governmental Agency hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Governmental Agency, the Authority may exercise any or all of the rights and powers granted under the Act and State law, including, without limitation, the right to an appointment of a receiver.

## ARTICLE VI

### Other Agreements of the Governmental Agency

6.1 The Governmental Agency hereby warrants and represents that all information provided to the Authority and the Council in this Loan Agreement, in the Application or in any other application or documentation with respect to financing the Project was at the time, and now is, true, correct and complete, and such information does not omit any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Prior to the Authority's making the Loan and receiving the Local Bonds, the Authority and the Council shall have the right to cancel all or any of their obligations under this Loan Agreement if (a) any representation made to the Authority and the Council by the Governmental Agency in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Governmental Agency has violated any commitment made by it in its Application or in any supporting documentation or has violated any of the terms of the Act or this Loan Agreement.

6.2 The Governmental Agency hereby covenants that it will rebate any amounts required by Section 148 of the Internal Revenue Code of 1986, as amended, and will take all steps necessary to make any such rebates. In the event the Governmental Agency fails to make any such rebates as required, then the Governmental Agency shall pay any and all penalties, obtain a waiver from the Internal Revenue Service and take any other actions necessary or desirable to preserve the exclusion from gross income for federal income tax purposes of interest on the Local Bonds.

6.3 Notwithstanding Section 6.2, the Authority may at any time, in its sole discretion, cause the rebate calculations prepared by or on behalf of the Governmental Agency to be monitored or cause the rebate calculations for the Governmental Agency to be prepared, in either case at the expense of the Governmental Agency.

6.4 The Governmental Agency hereby agrees to give the Authority and the Council prior written notice of the issuance by it of any other obligations to be used for the System, payable from the revenues of the System or from any grants for the Project or otherwise related to the Project or the System.

6.5 The Governmental Agency hereby agrees to file with the Authority and the Council upon completion of acquisition and construction of the Project a schedule in substantially the form of Amended Schedule B to the Application, setting forth the actual costs of the Project and sources of funds therefor.

## ARTICLE VII

### Miscellaneous

7.1 Additional definitions, additional terms and provisions of the Loan and additional covenants and agreements of the Governmental Agency, if any, may be set forth in Schedule Z attached hereto and incorporated herein by reference, with the same effect as if contained in the text of this Loan Agreement.

7.2 Schedules X and Y shall be attached to this Loan Agreement by the Authority as soon as practicable after the Date of Loan Closing is established and shall be approved by an official action of the Governmental Agency supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority and the Council.

7.3 The Authority shall take all actions required by the Council in making and enforcing this Loan Agreement.

7.4 If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement, and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

7.5 This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

7.6 No waiver by either party of any term or condition of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Loan Agreement.

7.7 This Loan Agreement supersedes all prior negotiations, representations and agreements between the parties hereto relating to the Loan and constitutes the entire agreement between the parties hereto in respect thereof.

7.8 The Authority acknowledges that certain terms and requirements in this Loan Agreement may not be applicable when the Project is financed in part by the West Virginia Department of Environmental Protection, Office of Abandoned Mine

Lands and under that circumstance those terms and requirements are specifically waived or modified as agreed to by the Authority and set forth in the Local Act.

7.9 By execution and delivery of this Loan Agreement, notwithstanding the date hereof, the Governmental Agency specifically recognizes that it is hereby agreeing to sell its Local Bonds to the Authority and that such obligation may be specifically enforced or subject to a similar equitable remedy by the Authority.

7.10 This Loan Agreement shall terminate upon the earlier of:

- (i) the end of ninety (90) days after the date of execution hereof by the Authority or such later date as is agreed to in writing by the Council if the Governmental Agency has failed to deliver the Local Bonds to the Authority;
- (ii) termination by the Authority and the Council pursuant to Section 6.1 hereof; or
- (iii) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Governmental Agency to the Authority, acting on behalf of the Council.

IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be executed by their respective duly authorized officers as of the date executed below by the Authority.

TOWN OF MILL CREEK

(SEAL)

Attest:

Carly B. Monte  
Its: Recorder

By: W. Duane Brant  
Its: Mayor  
Date: November \_\_, 2013

WEST VIRGINIA WATER  
DEVELOPMENT AUTHORITY

(SEAL)

Attest:

Sheila A. Miller  
Its: Authorized Officer

By: [Signature]  
Its: Executive Director  
Date: November \_\_, 2013

{C2694339.1}

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEER

\_\_\_\_\_  
(Issuer)

\_\_\_\_\_  
(Name of Bonds)

I, \_\_\_\_\_, Registered Professional Engineer, West Virginia License No. \_\_\_\_\_, of \_\_\_\_\_, Consulting Engineers, \_\_\_\_\_, \_\_\_\_\_ hereby certify as follows:

1. My firm is engineer for the acquisition and construction of \_\_\_\_\_ to the \_\_\_\_\_ system (the "Project") of \_\_\_\_\_ (the "Issuer"), to be constructed primarily in \_\_\_\_\_ County, West Virginia, which acquisition and construction are being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. Capitalized words not defined herein shall have the same meanings set forth in the bond \_\_\_\_\_ adopted or enacted by the Issuer on \_\_\_\_\_, and the Loan Agreement by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), dated \_\_\_\_\_.

2. The Bonds are being issued for the purposes of (i) \_\_\_\_\_, and (ii) paying certain issuance and other costs in connection therewith.

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the DEP and any change orders approved by the Issuer, the DEP and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least \_\_\_\_\_ years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in Schedule attached hereto

as Exhibit A, and my firm<sup>1</sup> has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain all critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (ix) as of the effective date thereof<sup>2</sup>, the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Funding Assistance Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the DEP; (xi) the Project was designed and will be constructed in compliance with the provisions of West Virginia Code Chapter 22, Article 29; and (xii) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

4. The Project will serve \_\_\_\_\_ new customers in the \_\_\_\_\_ area.

WITNESS my signature and seal on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

[SEAL]

\_\_\_\_\_  
By: \_\_\_\_\_  
West Virginia License No. \_\_\_\_\_

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<sup>1</sup>If another responsible party, such as the Issuer's attorney, reviews the insurance and payment bonds, then insert the following: [and in reliance upon the opinion of \_\_\_\_\_, Esq.] and delete "my firm has ascertained that".

<sup>2</sup>If the Rule 42 Exhibit and/or rate structure was prepared by an accountant, then insert the following: "In reliance upon the certificate of \_\_\_\_\_ of even date herewith," at the beginning of (ix).

EXHIBIT B

OPINION OF BOND COUNSEL FOR GOVERNMENTAL AGENCY

[To Be Dated as of Date of Loan Closing]

West Virginia Infrastructure and  
Jobs Development Council  
1009 Bullitt Street  
Charleston, WV 25301

West Virginia Water Development Authority  
1009 Bullitt Street  
Charleston, WV 25301

Ladies and Gentlemen:

We are bond counsel to \_\_\_\_\_ (the  
“Governmental Agency”), a \_\_\_\_\_.

We have examined a certified copy of proceedings and other papers relating to the authorization of (i) a loan agreement dated \_\_\_\_\_, \_\_\_\_\_, including all schedules and exhibits attached thereto (the “Loan Agreement”), between the Governmental Agency and the West Virginia Water Development Authority (the “Authority”), on behalf of the West Virginia Infrastructure and Jobs Development Council (the “Council”), and (ii) the issue of a series of revenue bonds of the Governmental Agency, dated \_\_\_\_\_, \_\_\_\_\_ (the “Local Bonds”), to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Local Bonds are issued in the principal amount of \$ \_\_\_\_\_, in the form of one bond, registered as to principal and interest to the Authority, with interest and principal payable quarterly on March 1, June 1, September 1 and December 1 of each year, beginning , 1, \_\_\_\_\_, and ending \_\_\_\_\_, 1, \_\_\_\_\_, as set forth in the “Schedule Y” attached to the Loan Agreement and incorporated in and made a part of the Local Bonds.

The Local Bonds are issued for the purposes of (i) \_\_\_\_\_, and (ii) paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of \_\_\_\_\_ of the Code of West Virginia, 1931, as amended (the “Local Statute”), and the bond \_\_\_\_\_ duly adopted or enacted by the Governmental Agency on \_\_\_\_\_, as supplemented by the supplemental resolution duly adopted by the Governmental Agency on \_\_\_\_\_ (collectively, the “Local Act”), pursuant to and under which Local Statute and Local Act the Local Bonds are authorized and issued, and the Loan Agreement has been undertaken. The Local Bonds are subject to redemption prior to maturity to the extent, at the time, under the

conditions and subject to the limitations set forth in the Local Act and the Loan Agreement.

Based upon the foregoing and upon our examination of such other documents as we have deemed necessary, we are of the opinion as follows:

1. The Loan Agreement has been duly authorized by and executed on behalf of the Governmental Agency and is a valid and binding special obligation of the Governmental Agency, enforceable in accordance with the terms thereof.

2. The Loan Agreement inures to the benefit of the Authority and the Council and cannot be amended so as to affect adversely the rights of the Authority or the Council or diminish the obligations of the Governmental Agency without the consent of the Authority and the Council.

3. The Governmental Agency is a duly organized and validly existing \_\_\_\_\_, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt or enact the Local Act and to issue and sell the Local Bonds, all under the Local Statute and other applicable provisions of law.

4. The Local Act and all other necessary orders and resolutions have been legally and effectively adopted or enacted by the Governmental Agency and constitute valid and binding obligations of the Governmental Agency, enforceable against the Governmental Agency in accordance with their terms. The Local Act contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement.

5. The Local Bonds have been duly authorized, issued, executed and delivered by the Governmental Agency to the Authority and are valid, legally enforceable and binding special obligations of the Governmental Agency, payable from the net or gross revenues of the System set forth in the Local Act and secured by a first lien on and pledge of the net or gross revenues of the System, all in accordance with the terms of the Local Bonds and the Local Act.

6. The Local Bonds are, by statute, exempt \_\_\_\_\_, and under existing statutes and court decisions of the United States of America, as presently written and applied, the interest on the Local Bonds is excludable from the gross income of the recipients thereof for federal income tax purposes.

No opinion is given herein as to the effect upon enforceability of the Local Bonds of bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights or in the exercise of judicial discretion in appropriate cases.

We have examined the executed and authenticated Local Bond numbered R-1, and in our opinion the form of said bond and its execution and authentication are regular and proper.

Very truly yours,

EXHIBIT C

MONTHLY FINANCIAL REPORT

Name of Governmental Agency \_\_\_\_\_  
 Name of Bond Issue(s) \_\_\_\_\_  
 Type of Project \_\_\_\_\_ Water \_\_\_\_\_ Wastewater \_\_\_\_\_  
 Fiscal Year \_\_\_\_\_ Report Month \_\_\_\_\_

<u>Item</u>	<u>Current Month</u>	<u>Total Year To Date</u>	<u>Budget Year To Date</u>	<u>Budget Year To Date Minus Total Year To Date</u>
1. Gross Revenues	_____	_____	_____	_____
2. Operating Expenses	_____	_____	_____	_____
3. Bond Payments:				
<u>Type of Issue</u>				
Clean Water SRF	_____	_____	_____	_____
Drinking Water TRF	_____	_____	_____	_____
Infrastructure Fund	_____	_____	_____	_____
Water Development Authority	_____	_____	_____	_____
Rural Utilities Service	_____	_____	_____	_____
Economic Development Administration	_____	_____	_____	_____
Other (Identify)	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
4. Renewal and Replacement Fund Deposits	_____	_____	_____	_____

\_\_\_\_\_  
**Name of Person Completing Form**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Telephone**

## INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

- Item 1      You will need a copy of the current fiscal year budget adopted by the Governmental Agency to complete Items 1 and 2. In Item 1, provide the amount of actual **Gross Revenues** for the current month and the total amount year-to-date in the respective columns. Divide the budgeted annual Gross Revenues by 12. For example, if Gross Revenues of \$1,200 are anticipated to be received for the year, each month the base would be increased by \$100 ( $\$1,200/12$ ). This is the incremental amount for the Budget Year-to-Date column.
- Item 2      Provide the amount of actual **Operating Expenses** for the current month and the total amount year-to-date in the respective columns. Any administrative fee should be included in the Operating Expenses. Divide the budgeted annual Operating Expenses by 12. For example, if Operating Expenses of \$900 are anticipated to be incurred for the year, each month the base would be increased by \$75 ( $\$900/12$ ). This is the incremental amount for the Budget Year-to-Date column.
- Item 3      Provide the **Bond Payments (principal, interest and reserve account)** for all the outstanding bonds of the Governmental Agency according to the source of funding. For example, Clean Water State Revolving Fund loan from Department of Environmental Protection, Drinking Water Treatment Revolving Fund loan from Bureau for Public Health, Infrastructure Fund loan from Infrastructure and Jobs Development Council, or a loan from the Water Development Authority, etc.
- Item 4      Provide the amount deposited into the **Renewal and Replacement Fund** each month. This amount is equal to 2.5% of Gross Revenues minus the total reserve account payments included in Item 3. If Gross Revenues are \$1,200, then \$30 (2.5% of \$1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Governmental Agency.

**The Governmental Agency must complete the Monthly Financial Report and forward it to the Water Development Authority by the 10<sup>th</sup> day of each month, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project.**

EXHIBIT D

MONTHLY PAYMENT FORM

West Virginia Water Development Authority  
1009 Bullitt Street  
Charleston, WV 25301

Re: [Name of bond issue]

Ladies and Gentlemen:

The following deposits were made to the West Virginia Municipal Bond Commission on behalf of [Name of Governmental Agency] on [Date].

Sinking Fund:

Interest	\$	
Principal	\$	
Total:		\$
Reserve Account:		\$

Witness my signature this \_\_\_\_ day of \_\_\_\_\_.

[Name of Governmental Agency]

By: \_\_\_\_\_  
Authorized Officer

Enclosure: copy of check(s)

## SCHEDULE X

### DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds	\$157,500
Purchase Price of Local Bonds	\$157,500

The Local Bonds shall bear interest at a rate of 1% per annum commencing June 1, 2015. Commencing September 1, 2015, principal and interest on the Local Bonds is payable quarterly. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

The Governmental Agency shall authorize the Commission to electronically debit its monthly payments. The Commission will make quarterly payments to the Authority at such address as is given to the Commission in writing by the Authority.

The Local Bonds are fully registered in the name of the Authority as to interests and principal and the Local Bonds shall grant the Authority a first lien on the gross or net revenues of the Governmental Agency's system as provided in the Local Act.

The Governmental Agency may prepay the Local Bonds in full at any time at the price of par but only with the Council's written consent. The Governmental Agency shall request approval from the Authority and Council in writing of any proposed debt which will be issued by the Governmental Agency on a parity with the Local Bonds which request must be filed at least 60 days prior to the intended date of issuance.

As of the date of the Loan Agreement, the Local Bonds are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Governmental Agency: none.

Number of New Users: 0  
Location: N/A

Note: repayment terms set forth in the August 23, 2013 Loan Agreement revised pursuant to request of bond counsel and Governmental Agency.

## SCHEDULE Y DEBT SERVICE SCHEDULE

Bond Debt Service				
Town of Mill Creek				
IF				
\$157,500				
40 Years from Closing Date				
1% Interest Rate				
	Dated Date	8/23/2013		
	Delivery Date	8/23/2013		
Period Ending	Principal	Coupon	Interest	Debt Service
9/1/2015	853	1.000%	393.75	1,246.75
12/1/2015	855	1.000%	391.62	1,246.62
3/1/2016	857	1.000%	389.48	1,246.48
6/1/2016	859	1.000%	387.34	1,246.34
9/1/2016	862	1.000%	385.19	1,247.19
12/1/2016	864	1.000%	383.04	1,247.04
3/1/2017	866	1.000%	380.88	1,246.88
6/1/2017	868	1.000%	378.71	1,246.71
9/1/2017	870	1.000%	376.54	1,246.54
12/1/2017	872	1.000%	374.37	1,246.37
3/1/2018	875	1.000%	372.19	1,247.19
6/1/2018	877	1.000%	370.00	1,247.00
9/1/2018	879	1.000%	367.81	1,246.81
12/1/2018	881	1.000%	365.61	1,246.61
3/1/2019	883	1.000%	363.41	1,246.41
6/1/2019	886	1.000%	361.20	1,247.20
9/1/2019	888	1.000%	358.98	1,246.98
12/1/2019	890	1.000%	356.76	1,246.76
3/1/2020	892	1.000%	354.54	1,246.54
6/1/2020	895	1.000%	352.31	1,247.31
9/1/2020	897	1.000%	350.07	1,247.07
12/1/2020	899	1.000%	347.83	1,246.83
3/1/2021	901	1.000%	345.58	1,246.58
6/1/2021	903	1.000%	343.33	1,246.33
9/1/2021	906	1.000%	341.07	1,247.07
12/1/2021	908	1.000%	338.81	1,246.81
3/1/2022	910	1.000%	336.54	1,246.54
6/1/2022	913	1.000%	334.26	1,247.26
9/1/2022	915	1.000%	331.98	1,246.98
12/1/2022	917	1.000%	329.69	1,246.69
3/1/2023	919	1.000%	327.40	1,246.40
6/1/2023	922	1.000%	325.10	1,247.10
9/1/2023	924	1.000%	322.80	1,246.80
12/1/2023	926	1.000%	320.49	1,246.49
3/1/2024	929	1.000%	318.17	1,247.17
6/1/2024	931	1.000%	315.85	1,246.85
9/1/2024	933	1.000%	313.52	1,246.52
12/1/2024	936	1.000%	311.19	1,247.19
3/1/2025	938	1.000%	308.85	1,246.85
6/1/2025	940	1.000%	306.50	1,246.50
9/1/2025	943	1.000%	304.15	1,247.15
12/1/2025	945	1.000%	301.80	1,246.80
3/1/2026	947	1.000%	299.43	1,246.43

<b>Bond Debt Service</b>					
Town of Mill Creek					
IF					
\$157,500					
40 Years from Closing Date					
1% Interest Rate					
<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	
6/1/2026	950	1.000%	297.07	1,247.07	
9/1/2026	952	1.000%	294.69	1,246.69	
12/1/2026	954	1.000%	292.31	1,246.31	
3/1/2027	957	1.000%	289.93	1,246.93	
6/1/2027	959	1.000%	287.53	1,246.53	
9/1/2027	962	1.000%	285.14	1,247.14	
12/1/2027	964	1.000%	282.73	1,246.73	
3/1/2028	966	1.000%	280.32	1,246.32	
6/1/2028	969	1.000%	277.91	1,246.91	
9/1/2028	971	1.000%	275.48	1,246.48	
12/1/2028	974	1.000%	273.06	1,247.06	
3/1/2029	976	1.000%	270.62	1,246.62	
6/1/2029	979	1.000%	268.18	1,247.18	
9/1/2029	981	1.000%	265.73	1,246.73	
12/1/2029	984	1.000%	263.28	1,247.28	
3/1/2030	986	1.000%	260.82	1,246.82	
6/1/2030	988	1.000%	258.36	1,246.36	
9/1/2030	991	1.000%	255.89	1,246.89	
12/1/2030	993	1.000%	253.41	1,246.41	
3/1/2031	996	1.000%	250.93	1,246.93	
6/1/2031	998	1.000%	248.44	1,246.44	
9/1/2031	1,001	1.000%	245.94	1,246.94	
12/1/2031	1,003	1.000%	243.44	1,246.44	
3/1/2032	1,006	1.000%	240.93	1,246.93	
6/1/2032	1,008	1.000%	238.42	1,246.42	
9/1/2032	1,011	1.000%	235.90	1,246.90	
12/1/2032	1,013	1.000%	233.37	1,246.37	
3/1/2033	1,016	1.000%	230.84	1,246.84	
6/1/2033	1,019	1.000%	228.30	1,247.30	
9/1/2033	1,021	1.000%	225.75	1,246.75	
12/1/2033	1,024	1.000%	223.20	1,247.20	
3/1/2034	1,026	1.000%	220.64	1,246.64	
6/1/2034	1,029	1.000%	218.07	1,247.07	
9/1/2034	1,031	1.000%	215.50	1,246.50	
12/1/2034	1,034	1.000%	212.92	1,246.92	
3/1/2035	1,036	1.000%	210.34	1,246.34	
6/1/2035	1,039	1.000%	207.75	1,246.75	
9/1/2035	1,042	1.000%	205.15	1,247.15	
12/1/2035	1,044	1.000%	202.54	1,246.54	
3/1/2036	1,047	1.000%	199.93	1,246.93	
6/1/2036	1,049	1.000%	197.32	1,246.32	
9/1/2036	1,052	1.000%	194.69	1,246.69	
12/1/2036	1,055	1.000%	192.06	1,247.06	
3/1/2037	1,057	1.000%	189.43	1,246.43	
6/1/2037	1,060	1.000%	186.78	1,246.78	
9/1/2037	1,063	1.000%	184.13	1,247.13	
12/1/2037	1,065	1.000%	181.48	1,246.48	

<b>Bond Debt Service</b>					
Town of Mill Creek					
IF					
\$157,500					
40 Years from Closing Date					
1% Interest Rate					
Period Ending	Principal	Coupon	Interest	Debt Service	
3/1/2038	1,068	1.000%	178.81	1,246.81	
6/1/2038	1,071	1.000%	176.14	1,247.14	
9/1/2038	1,073	1.000%	173.47	1,246.47	
12/1/2038	1,076	1.000%	170.78	1,246.78	
3/1/2039	1,079	1.000%	168.09	1,247.09	
6/1/2039	1,081	1.000%	165.40	1,246.40	
9/1/2039	1,084	1.000%	162.69	1,246.69	
12/1/2039	1,087	1.000%	159.98	1,246.98	
3/1/2040	1,090	1.000%	157.27	1,247.27	
6/1/2040	1,092	1.000%	154.54	1,246.54	
9/1/2040	1,095	1.000%	151.81	1,246.81	
12/1/2040	1,098	1.000%	149.07	1,247.07	
3/1/2041	1,100	1.000%	146.33	1,246.33	
6/1/2041	1,103	1.000%	143.58	1,246.58	
9/1/2041	1,106	1.000%	140.82	1,246.82	
12/1/2041	1,109	1.000%	138.06	1,247.06	
3/1/2042	1,112	1.000%	135.28	1,247.28	
6/1/2042	1,114	1.000%	132.50	1,246.50	
9/1/2042	1,117	1.000%	129.72	1,246.72	
12/1/2042	1,120	1.000%	126.93	1,246.93	
3/1/2043	1,123	1.000%	124.13	1,247.13	
6/1/2043	1,125	1.000%	121.32	1,246.32	
9/1/2043	1,128	1.000%	118.51	1,246.51	
12/1/2043	1,131	1.000%	115.69	1,246.69	
3/1/2044	1,134	1.000%	112.86	1,246.86	
6/1/2044	1,137	1.000%	110.02	1,247.02	
9/1/2044	1,140	1.000%	107.18	1,247.18	
12/1/2044	1,142	1.000%	104.33	1,246.33	
3/1/2045	1,145	1.000%	101.48	1,246.48	
6/1/2045	1,148	1.000%	98.61	1,246.61	
9/1/2045	1,151	1.000%	95.74	1,246.74	
12/1/2045	1,154	1.000%	92.87	1,246.87	
3/1/2046	1,157	1.000%	89.98	1,246.98	
6/1/2046	1,160	1.000%	87.09	1,247.09	
9/1/2046	1,163	1.000%	84.19	1,247.19	
12/1/2046	1,166	1.000%	81.28	1,247.28	
3/1/2047	1,168	1.000%	78.37	1,246.37	
6/1/2047	1,171	1.000%	75.45	1,246.45	
9/1/2047	1,174	1.000%	72.52	1,246.52	
12/1/2047	1,177	1.000%	69.58	1,246.58	
3/1/2048	1,180	1.000%	66.64	1,246.64	
6/1/2048	1,183	1.000%	63.69	1,246.69	
9/1/2048	1,186	1.000%	60.73	1,246.73	
12/1/2048	1,189	1.000%	57.77	1,246.77	
3/1/2049	1,192	1.000%	54.80	1,246.80	
6/1/2049	1,195	1.000%	51.82	1,246.82	
9/1/2049	1,198	1.000%	48.83	1,246.83	

**Bond Debt Service**

Town of Mill Creek

IF

\$157,500

40 Years from Closing Date

1% Interest Rate

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>
12/1/2049	1,201	1.000%	45.83	1,246.83
3/1/2050	1,204	1.000%	42.83	1,246.83
6/1/2050	1,207	1.000%	39.82	1,246.82
9/1/2050	1,210	1.000%	36.80	1,246.80
12/1/2050	1,213	1.000%	33.78	1,246.78
3/1/2051	1,216	1.000%	30.75	1,246.75
6/1/2051	1,219	1.000%	27.71	1,246.71
9/1/2051	1,222	1.000%	24.66	1,246.66
12/1/2051	1,225	1.000%	21.60	1,246.60
3/1/2052	1,228	1.000%	18.54	1,246.54
6/1/2052	1,231	1.000%	15.47	1,246.47
9/1/2052	1,234	1.000%	12.39	1,246.39
12/1/2052	1,238	1.000%	9.31	1,247.31
3/1/2053	1,241	1.000%	6.21	1,247.21
6/1/2053	1,244	1.000%	3.11	1,247.11
	157,500		32,010.35	189,510.35

## SCHEDULE Z

Construction requirements set forth herein are not applicable to this design loan.

SPECIMEN

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
TOWN OF MILL CREEK  
WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 A  
(WEST VIRGINIA INFRASTRUCTURE FUND)

SUBSTITUTE BOND  
(Replacing Series 2013 A Bonds dated August 23, 2013)

November 21, 2013

No. AR-1

\$157,500

KNOW ALL MEN BY THESE PRESENTS: That on this the 21st day of November, 2013, the Town of Mill Creek, a municipal corporation and political subdivision of the State of West Virginia in Randolph County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$157,500), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2015, to and including June 1, 2053 as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest of 1.0% per annum payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2015, to and including June 1, 2053 as set forth on the Debt Service Schedule attached as EXHIBIT B hereto and incorporated herein by reference.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the Registered Owner hereof at the address as it appears on the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the next month preceding an interest payment date, or such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Amended Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated November 21, 2013.

This Bond is issued (i) to pay a portion of the costs of design and other pre-construction activities related to the acquisition and construction of certain extensions, additions, betterments and improvements to the public waterworks system of the Issuer (the "Design Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public waterworks system of the Issuer, the Design Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System". This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on June 13, 2013, a Supplemental Resolution duly adopted by the Issuer on August 13, 2013 and a Second Supplemental Resolution adopted November 14, 2013 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THERE ARE NO OUTSTANDING BONDS OR OBLIGATIONS OF THE ISSUER WHICH ARE SECURED BY REVENUES OR ASSETS OF THE SYSTEM.

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2013 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay the Operating Expenses and principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2013 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds; provided however, that, so long as there exists in the Series 2013 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior and subordinate to the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the Costs of the Design Project and costs of issuance described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the Registered Owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Gross Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest on this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

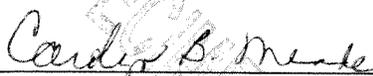
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IN WITNESS WHEREOF, the TOWN OF MILL CREEK has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2013 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: November 21, 2013.

THE HUNTINGTON NATIONAL BANK,  
as Registrar

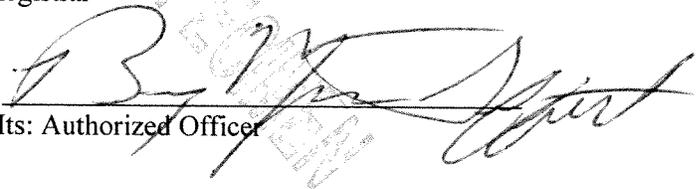
By:   
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$28,312	08/23/2013	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL \$ \_\_\_\_\_

EXHIBIT B

DEBT SERVICE SCHEDULE

**Bond Debt Service**  
Town of Mill Creek  
IF  
\$157,500  
40 Years from Closing Date  
1% Interest Rate

Dated Date 8/23/2013  
Delivery  
Date 8/23/2013

Period Ending	Principal	Coupon	Interest	Debt Service
9/1/2015	853	1.000%	393.75	1,246.75
12/1/2015	855	1.000%	391.62	1,246.62
3/1/2016	857	1.000%	389.48	1,246.48
6/1/2016	859	1.000%	387.34	1,246.34
9/1/2016	862	1.000%	385.19	1,247.19
12/1/2016	864	1.000%	383.04	1,247.04
3/1/2017	866	1.000%	380.88	1,246.88
6/1/2017	868	1.000%	378.71	1,246.71
9/1/2017	870	1.000%	376.54	1,246.54
12/1/2017	872	1.000%	374.37	1,246.37
3/1/2018	875	1.000%	372.19	1,247.19
6/1/2018	877	1.000%	370.00	1,247.00
9/1/2018	879	1.000%	367.81	1,246.81
12/1/2018	881	1.000%	365.61	1,246.61
3/1/2019	883	1.000%	363.41	1,246.41
6/1/2019	886	1.000%	361.20	1,247.20
9/1/2019	888	1.000%	358.98	1,246.98
12/1/2019	890	1.000%	356.76	1,246.76
3/1/2020	892	1.000%	354.54	1,246.54
6/1/2020	895	1.000%	352.31	1,247.31
9/1/2020	897	1.000%	350.07	1,247.07
12/1/2020	899	1.000%	347.83	1,246.83
3/1/2021	901	1.000%	345.58	1,246.58
6/1/2021	903	1.000%	343.33	1,246.33
9/1/2021	906	1.000%	341.07	1,247.07
12/1/2021	908	1.000%	338.81	1,246.81
3/1/2022	910	1.000%	336.54	1,246.54
6/1/2022	913	1.000%	334.26	1,247.26
9/1/2022	915	1.000%	331.98	1,246.98
12/1/2022	917	1.000%	329.69	1,246.69
3/1/2023	919	1.000%	327.40	1,246.40
6/1/2023	922	1.000%	325.10	1,247.10
9/1/2023	924	1.000%	322.80	1,246.80
12/1/2023	926	1.000%	320.49	1,246.49
3/1/2024	929	1.000%	318.17	1,247.17
6/1/2024	931	1.000%	315.85	1,246.85
9/1/2024	933	1.000%	313.52	1,246.52
12/1/2024	936	1.000%	311.19	1,247.19
3/1/2025	938	1.000%	308.85	1,246.85
6/1/2025	940	1.000%	306.50	1,246.50
9/1/2025	943	1.000%	304.15	1,247.15
12/1/2025	945	1.000%	301.80	1,246.80
3/1/2026	947	1.000%	299.43	1,246.43

**Bond Debt Service**  
Town of Mill Creek  
IF  
\$157,500  
40 Years from Closing Date  
1% Interest Rate

Period Ending	Principal	Coupon	Interest	Debt Service
6/1/2026	950	1.000%	297.07	1,247.07
9/1/2026	952	1.000%	294.69	1,246.69
12/1/2026	954	1.000%	292.31	1,246.31
3/1/2027	957	1.000%	289.93	1,246.93
6/1/2027	959	1.000%	287.53	1,246.53
9/1/2027	962	1.000%	285.14	1,247.14
12/1/2027	964	1.000%	282.73	1,246.73
3/1/2028	966	1.000%	280.32	1,246.32
6/1/2028	969	1.000%	277.91	1,246.91
9/1/2028	971	1.000%	275.48	1,246.48
12/1/2028	974	1.000%	273.06	1,247.06
3/1/2029	976	1.000%	270.62	1,246.62
6/1/2029	979	1.000%	268.18	1,247.18
9/1/2029	981	1.000%	265.73	1,246.73
12/1/2029	984	1.000%	263.28	1,247.28
3/1/2030	986	1.000%	260.82	1,246.82
6/1/2030	988	1.000%	258.36	1,246.36
9/1/2030	991	1.000%	255.89	1,246.89
12/1/2030	993	1.000%	253.41	1,246.41
3/1/2031	996	1.000%	250.93	1,246.93
6/1/2031	998	1.000%	248.44	1,246.44
9/1/2031	1,001	1.000%	245.94	1,246.94
12/1/2031	1,003	1.000%	243.44	1,246.44
3/1/2032	1,006	1.000%	240.93	1,246.93
6/1/2032	1,008	1.000%	238.42	1,246.42
9/1/2032	1,011	1.000%	235.90	1,246.90
12/1/2032	1,013	1.000%	233.37	1,246.37
3/1/2033	1,016	1.000%	230.84	1,246.84
6/1/2033	1,019	1.000%	228.30	1,247.30
9/1/2033	1,021	1.000%	225.75	1,246.75
12/1/2033	1,024	1.000%	223.20	1,247.20
3/1/2034	1,026	1.000%	220.64	1,246.64
6/1/2034	1,029	1.000%	218.07	1,247.07
9/1/2034	1,031	1.000%	215.50	1,246.50
12/1/2034	1,034	1.000%	212.92	1,246.92
3/1/2035	1,036	1.000%	210.34	1,246.34
6/1/2035	1,039	1.000%	207.75	1,246.75
9/1/2035	1,042	1.000%	205.15	1,247.15
12/1/2035	1,044	1.000%	202.54	1,246.54
3/1/2036	1,047	1.000%	199.93	1,246.93
6/1/2036	1,049	1.000%	197.32	1,246.32
9/1/2036	1,052	1.000%	194.69	1,246.69
12/1/2036	1,055	1.000%	192.06	1,247.06
3/1/2037	1,057	1.000%	189.43	1,246.43
6/1/2037	1,060	1.000%	186.78	1,246.78
9/1/2037	1,063	1.000%	184.13	1,247.13
12/1/2037	1,065	1.000%	181.48	1,246.48

**Bond Debt Service**  
Town of Mill Creek  
IF  
\$157,500  
40 Years from Closing Date  
1% Interest Rate

Period Ending	Principal	Coupon	Interest	Debt Service
3/1/2038	1,068	1.000%	178.81	1,246.81
6/1/2038	1,071	1.000%	176.14	1,247.14
9/1/2038	1,073	1.000%	173.47	1,246.47
12/1/2038	1,076	1.000%	170.78	1,246.78
3/1/2039	1,079	1.000%	168.09	1,247.09
6/1/2039	1,081	1.000%	165.40	1,246.40
9/1/2039	1,084	1.000%	162.69	1,246.69
12/1/2039	1,087	1.000%	159.98	1,246.98
3/1/2040	1,090	1.000%	157.27	1,247.27
6/1/2040	1,092	1.000%	154.54	1,246.54
9/1/2040	1,095	1.000%	151.81	1,246.81
12/1/2040	1,098	1.000%	149.07	1,247.07
3/1/2041	1,100	1.000%	146.33	1,246.33
6/1/2041	1,103	1.000%	143.58	1,246.58
9/1/2041	1,106	1.000%	140.82	1,246.82
12/1/2041	1,109	1.000%	138.06	1,247.06
3/1/2042	1,112	1.000%	135.28	1,247.28
6/1/2042	1,114	1.000%	132.50	1,246.50
9/1/2042	1,117	1.000%	129.72	1,246.72
12/1/2042	1,120	1.000%	126.93	1,246.93
3/1/2043	1,123	1.000%	124.13	1,247.13
6/1/2043	1,125	1.000%	121.32	1,246.32
9/1/2043	1,128	1.000%	118.51	1,246.51
12/1/2043	1,131	1.000%	115.69	1,246.69
3/1/2044	1,134	1.000%	112.86	1,246.86
6/1/2044	1,137	1.000%	110.02	1,247.02
9/1/2044	1,140	1.000%	107.18	1,247.18
12/1/2044	1,142	1.000%	104.33	1,246.33
3/1/2045	1,145	1.000%	101.48	1,246.48
6/1/2045	1,148	1.000%	98.61	1,246.61
9/1/2045	1,151	1.000%	95.74	1,246.74
12/1/2045	1,154	1.000%	92.87	1,246.87
3/1/2046	1,157	1.000%	89.98	1,246.98
6/1/2046	1,160	1.000%	87.09	1,247.09
9/1/2046	1,163	1.000%	84.19	1,247.19
12/1/2046	1,166	1.000%	81.28	1,247.28
3/1/2047	1,168	1.000%	78.37	1,246.37
6/1/2047	1,171	1.000%	75.45	1,246.45
9/1/2047	1,174	1.000%	72.52	1,246.52
12/1/2047	1,177	1.000%	69.58	1,246.58
3/1/2048	1,180	1.000%	66.64	1,246.64
6/1/2048	1,183	1.000%	63.69	1,246.69
9/1/2048	1,186	1.000%	60.73	1,246.73
12/1/2048	1,189	1.000%	57.77	1,246.77
3/1/2049	1,192	1.000%	54.80	1,246.80
6/1/2049	1,195	1.000%	51.82	1,246.82
9/1/2049	1,198	1.000%	48.83	1,246.83

**Bond Debt Service**  
 Town of Mill Creek  
 IF  
 \$157,500  
 40 Years from Closing Date  
 1% Interest Rate

Period Ending	Principal	Coupon	Interest	Debt Service
12/1/2049	1,201	1.000%	45.83	1,246.83
3/1/2050	1,204	1.000%	42.83	1,246.83
6/1/2050	1,207	1.000%	39.82	1,246.82
9/1/2050	1,210	1.000%	36.80	1,246.80
12/1/2050	1,213	1.000%	33.78	1,246.78
3/1/2051	1,216	1.000%	30.75	1,246.75
6/1/2051	1,219	1.000%	27.71	1,246.71
9/1/2051	1,222	1.000%	24.66	1,246.66
12/1/2051	1,225	1.000%	21.60	1,246.60
3/1/2052	1,228	1.000%	18.54	1,246.54
6/1/2052	1,231	1.000%	15.47	1,246.47
9/1/2052	1,234	1.000%	12.39	1,246.39
12/1/2052	1,238	1.000%	9.31	1,247.31
3/1/2053	1,241	1.000%	6.21	1,247.21
6/1/2053	1,244	1.000%	3.11	1,247.11
	157,500		32,010.35	189,510.35

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto the within  
Bond and does hereby irrevocably constitute and appoint  
\_\_\_\_\_, Attorney to transfer the said Bond on the books  
kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

In the presence of:

\_\_\_\_\_



Chase Tower, Eighth Floor  
P.O. Box 1588  
Charleston, WV 25326-1588  
(304) 353-8000 (304) 353-8180 Fax  
www.steptoe-johnson.com

Writer's Contact Information

November 21, 2013

Town of Mill Creek  
Waterworks Design Revenue Bonds, Series 2013 A  
(West Virginia Infrastructure Fund)

Town of Mill Creek  
Mill Creek, West Virginia

West Virginia Water Development Authority  
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council  
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the Town of Mill Creek (the "Issuer"), a municipal corporation and political subdivision organized and existing under the laws of the State of West Virginia, of its substitute \$157,500 Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), dated the date hereof (the "Series 2013 A Bonds") which will replace the \$157,500 Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), dated August 23, 2013.

We have examined the law and certified copies of proceedings and other papers relating to the authorization of an amended loan agreement, dated November 21, 2013, including all schedules and exhibits attached thereto (the "Amended Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and the Series 2013 A Bonds, which are to be purchased by the Authority in accordance with the provisions of the Amended Loan Agreement. The Series 2013 A Bonds are originally issued in the form of one Bond, registered to the Authority, bearing interest at the rate of 1.0% per annum, with principal and interest payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2015, to and including June 1, 2053 all as set forth in "Schedule Y" attached to the Amended Loan Agreement and incorporated in and made a part of the Series 2013 A Bonds.

The Series 2013 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying a portion of the costs of design of certain extensions, additions, betterments and

improvements to the existing public water system of the Issuer (the “Design Project”); and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Ordinance duly enacted by the Issuer on June 13, 2013, as supplemented by a Supplemental Resolution duly adopted by the Issuer on August 13, 2013 and Second Supplemental Resolution duly adopted on November 14, 2013 (collectively, the “Bond Legislation”), pursuant to and under which Act and Bond Legislation the Series 2013 A Bonds are authorized and issued, and the Amended Loan Agreement has been entered into. The Series 2013 A Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Amended Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Amended Loan Agreement when used herein.

Based upon the foregoing, and upon our examination of such other documents as we have deemed necessary, we are of the opinion, under existing law, as follows:

1. The Issuer is a duly created and validly existing municipal corporation and political subdivision of the State of West Virginia, with full power and authority for the Design Project, to operate and maintain the System, to enact the Bond Legislation and to issue and sell the Series 2013 A Bonds, all under the Act and other applicable provisions of law.

2. The Amended Loan Agreement has been duly authorized by and executed on behalf of the Issuer, is a valid and binding special obligation of the Issuer enforceable in accordance with the terms thereof, and inures to the benefit of the Authority and the Council and cannot be amended so as to affect adversely the rights of the Authority or the Council or diminish the obligations of the Issuer without the written consent of the Authority and the Council.

3. The Bond Legislation and all other necessary ordinances and resolutions have been duly and effectively enacted and adopted by the Issuer and constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms. The Bond Legislation contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Amended Loan Agreement.

4. The Series 2013 A Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Gross Revenues of the System.

5. The Series 2013 A Bonds are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof, and the interest on the Series 2013 A Bonds, if any, is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

6. The Series 2013 A Bonds have not been issued on the basis that the interest, if any, thereon is or will be excluded from gross income for federal income tax purposes. We express no opinion regarding the excludability of such interest from the gross income of the owners thereof for federal income tax purposes or other federal tax consequences arising with respect to the Series 2013 A Bonds.

It is to be understood that the rights of the Holders of the Series 2013 A Bonds and the enforceability of the Series 2013 A Bonds, the Amended Loan Agreement and the Bond Legislation, and the liens and pledges set forth therein, may be subject to and limited by bankruptcy, insolvency,

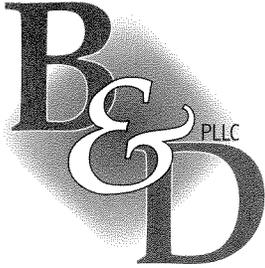
reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We have examined the executed and authenticated Bond numbered AR-1, and in our opinion the form of said Bond and its execution and authentication are regular and proper.

Very truly yours,



STEPTOE & JOHNSON PLLC



**Bennett & Dobbins PLLC**

CERTIFIED PUBLIC ACCOUNTANTS

317 Cleveland Avenue  
Fairmont, WV 26554-1604  
Telephone: (304) 366-4295 Fax: (304) 366-4311

GARY K. BENNETT, MBA-CPA  
ZACHARY D. DOBBINS, CPA

November 21, 2013

Town of Mill Creek  
Waterworks Design Revenue Bonds, Series 2013 A  
(West Virginia Infrastructure Fund)

Town of Mill Creek  
Mill Creek, West Virginia

West Virginia Water Development Authority  
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council  
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges set forth in the water rate ordinance dated June 13, 2013 and the current operation and maintenance expenses and customer usage as furnished to us by the Town of Mill Creek (the "Issuer"), it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the waterworks system (the "System") of the Issuer, will (i) pay all repair, operation and maintenance expenses of the System, and (ii) leave a balance each year equal to at least 115% of the maximum amount required in any year for debt service on the Issuer's Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund) to be issued in the principal amount of \$157,500.

Very truly yours,

*Bennett & Dobbins PLLC*

Bennett & Dobbins PLLC

TOWN OF MILL CREEK

Waterworks Design Revenue Bonds, Series 2013 A  
(West Virginia Infrastructure Fund)

EXCERPT OF MINUTES ON ADOPTION OF SECOND  
SUPPLEMENTAL RESOLUTION

The undersigned Recorder of the Town of Mill Creek (the "Town") hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the Council of the Town.

\* \* \*

\* \* \*

\* \* \*

The Council of the Town met in regular session, pursuant to notice duly given, on the 14th day of November, 2013 in Mill Creek, West Virginia, at the hour of 6:00 p.m.

PRESENT: Bill Brock, Mayor  
Shelly George  
Diane Currence  
Allen Armstrong  
Clyde Croston  
Eddie Currence  
Carolyn Meade

John Stump, Steptoe & Johnson

ABSENT: None.

The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it.

Next, the Mayor presented a proposed Second Supplemental Resolution in writing entitled:

SECOND SUPPLEMENTAL RESOLUTION PROVIDING A SUBSTITUTE BOND FOR THE WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE TOWN OF MILL CREEK; AMENDING CERTAIN TERMS OF THE BONDS; APPROVING AN AMENDED LOAN AGREEMENT RELATING TO SUCH SUBSTITUTED BONDS; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion.

Thereupon, on motion duly made by Clyde Croston and was seconded by Shelly George, it was unanimously ordered that the above-entitled Second Supplemental Resolution be adopted.

\* \* \*

\* \* \*

\* \* \*

There being no further business to come before the meeting, on motion duly made and seconded, it was unanimously ordered that the meeting adjourn.

[Remainder of Page Intentionally Blank]

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of the Town of Mill Creek and that such actions remain in full force and effect and have not been amended, rescinded, superseded, repealed or changed.

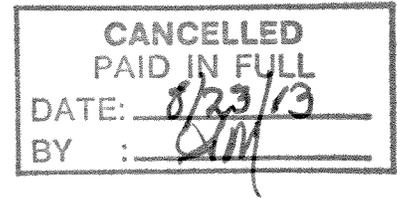
WITNESS my signature on this 21st day of November, 2013.

  
\_\_\_\_\_  
Recorder

**WV MUNICIPAL BOND COMMISSION**  
 State Lottery Building  
 900 Pennsylvania Avenue, Suite 1117  
 Charleston, WV 25302  
 (304) 558-3971

**NEW ISSUE REPORT FORM**  
 \*\* REVISED  
 Date of Report: 11/21/2013

ISSUE: <u>Town of Mill Creek</u>	
<u>Waterworks Design Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund)</u>	
ADDRESS: <u>P.O. Box 128, Mill Creek, West Virginia 26280</u>	COUNTY: <u>Randolph</u>
PURPOSE OF ISSUE:	
New Money: <u>x</u>	REFUNDS ISSUE(S) DATED: <u>NA</u>
Refunding: _____	
ISSUE DATE: <u>21-Nov-13</u>	CLOSING DATE: <u>21-Nov-13</u>
ISSUE AMOUNT: <u>\$157,500.00</u>	RATE: <u>1%</u>
1ST DEBT SERVICE DUE: <u>September 1, 2015</u>	1ST PRINCIPAL DUE <u>September 1, 2015</u>
1ST DEBT SERVICE AMOUNT <u>see DSS</u>	PAYING AGENT: <u>Municipal Bond Commission</u>
BOND COUNSEL:	
Firm: <u>Step toe &amp; Johnson PLLC</u>	UNDERWRITERS COUNSEL
Contact <u>John Stump, Esquire</u>	Firm: <u>Jackson Kelly, PLLC</u>
Phone: <u>304.353.8196</u>	Contact: <u>Samme Gee, Esquire</u>
	Phone: <u>304.340.1318</u>
CLOSING BANK:	
Bank: <u>Mountain Valley Bank</u>	ESCROW TRUSTEE:
Contact: <u>Crystal Cutright</u>	Firm: _____
Phone: <u>304.335.2222</u>	Contact: _____
	Phone: _____
KNOWLEDGEABLE ISSUER CONTACT	
Contact: <u>Dante Ottolini</u>	OTHER:
Position: <u>Finance Director</u>	Agency: <u>West Virginia Infrastructure &amp;</u>
Phone: <u>304.335.4795</u>	<u>Jobs Development Council</u>
	Contact: <u>Jim Ellars, P.E.</u>
	Position: <u>Executive Director</u>
	Phone: <u>304.414.6501</u>
DEPOSITS TO MBC AT CLOSE	
By: _____ Wire	Accrued Interest: \$ _____
_____ Check	Capitalized Interest: \$ _____
	Reserve Account: \$ _____
	Other: \$ _____
REFUNDS & TRANSFERS BY MBC AT CLOSE	
By: _____ Wire	To Escrow Trustee \$ _____
_____ Check	To Issuer \$ _____
_____ IGT	To Cons. Invest. Fund \$ _____
	To Other: _____ \$ _____
NOTES: <u>The Series 2013 A Bonds Reserve Account will be funded over 10 years.</u>	
<u>Note: This Report reflects a Revised Debt Service Schedule and a Substitute Bond</u>	
FOR MUNICIPAL BOND COMMISSION USE ONLY:	
DOCUMENTS REQUIRED: _____	
TRANSFERS REQUIRED: _____	
_____	



UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
TOWN OF MILL CREEK  
WATERWORKS DESIGN REVENUE BONDS, SERIES 2013 A  
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1

\$157,500

KNOW ALL MEN BY THESE PRESENTS: That on this the 23rd day of August, 2013, the Town of Mill Creek, a municipal corporation and political subdivision of the State of West Virginia in Randolph County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$157,500), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2014, to and including June 1, 2053 as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest of 1.0% per annum payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2014, to and including June 1, 2053 as set forth on the Debt Service Schedule attached as EXHIBIT B hereto and incorporated herein by reference.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the Registered Owner hereof at the address as it appears on the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the next month preceding an interest payment date, or such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated August 23, 2013.

This Bond is issued (i) to pay a portion of the costs of design and other pre-construction activities related to the acquisition and construction of certain extensions, additions, betterments and improvements to the public waterworks system of the Issuer (the "Design Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public waterworks system of the Issuer, the Design Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the

Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 19 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on June 13, 2013, and a Supplemental Resolution duly adopted by the Issuer on August 13, 2013 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THERE ARE NO OUTSTANDING BONDS OR OBLIGATIONS OF THE ISSUER WHICH ARE SECURED BY REVENUES OR ASSETS OF THE SYSTEM.

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, and from monies in the reserve account created under the Bond Legislation for the Bonds (the "Series 2013 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay the Operating Expenses and principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2013 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds; provided however, that, so long as there exists in the Series 2013 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Registered Owner or its attorney duly authorized in writing.

Subject to the registration requirements set forth herein, this Bond, under the provision of the Act is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the Costs of the Design Project and costs of issuance described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the Registered Owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Gross Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest on this Bond.

All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the TOWN OF MILL CREEK has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2013 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: August 23, 2013.

THE HUNTINGTON NATIONAL BANK,  
as Registrar

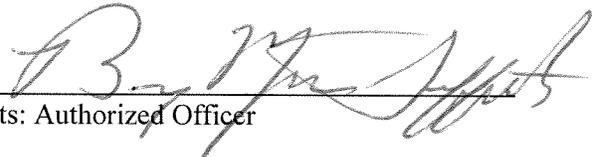
By:   
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$28,312	08/23/2013	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL \$ \_\_\_\_\_

EXHIBIT B

DEBT SERVICE SCHEDULE

**Bond Debt Service**  
Town of Mill Creek  
IF  
\$157,500  
40 Years from Closing Date  
1% Interest Rate

Dated Date 8/15/2013  
Delivery  
Date 8/15/2013

Period Ending	Principal	Coupon	Interest	Debt Service
6/1/2014	820	1.000%	393.75	1,213.75
9/1/2014	822	1.000%	391.70	1,213.70
12/1/2014	825	1.000%	389.65	1,214.65
3/1/2015	827	1.000%	387.58	1,214.58
6/1/2015	829	1.000%	385.52	1,214.52
9/1/2015	831	1.000%	383.44	1,214.44
12/1/2015	833	1.000%	381.37	1,214.37
3/1/2016	835	1.000%	379.28	1,214.28
6/1/2016	837	1.000%	377.20	1,214.20
9/1/2016	839	1.000%	375.10	1,214.10
12/1/2016	841	1.000%	373.01	1,214.01
3/1/2017	843	1.000%	370.90	1,213.90
6/1/2017	845	1.000%	368.80	1,213.80
9/1/2017	847	1.000%	366.68	1,213.68
12/1/2017	850	1.000%	364.57	1,214.57
3/1/2018	852	1.000%	362.44	1,214.44
6/1/2018	854	1.000%	360.31	1,214.31
9/1/2018	856	1.000%	358.18	1,214.18
12/1/2018	858	1.000%	356.04	1,214.04
3/1/2019	860	1.000%	353.89	1,213.89
6/1/2019	862	1.000%	351.74	1,213.74
9/1/2019	865	1.000%	349.59	1,214.59
12/1/2019	867	1.000%	347.42	1,214.42
3/1/2020	869	1.000%	345.26	1,214.26
6/1/2020	871	1.000%	343.08	1,214.08
9/1/2020	873	1.000%	340.91	1,213.91
12/1/2020	875	1.000%	338.72	1,213.72
3/1/2021	878	1.000%	336.54	1,214.54
6/1/2021	880	1.000%	334.34	1,214.34
9/1/2021	882	1.000%	332.14	1,214.14
12/1/2021	884	1.000%	329.94	1,213.94
3/1/2022	886	1.000%	327.73	1,213.73
6/1/2022	889	1.000%	325.51	1,214.51
9/1/2022	891	1.000%	323.29	1,214.29
12/1/2022	893	1.000%	321.06	1,214.06
3/1/2023	895	1.000%	318.83	1,213.83
6/1/2023	898	1.000%	316.59	1,214.59
9/1/2023	900	1.000%	314.35	1,214.35
12/1/2023	902	1.000%	312.10	1,214.10
3/1/2024	904	1.000%	309.84	1,213.84
6/1/2024	907	1.000%	307.58	1,214.58
9/1/2024	909	1.000%	305.31	1,214.31
12/1/2024	911	1.000%	303.04	1,214.04

**Bond Debt Service**  
Town of Mill Creek  
IF  
\$157,500  
40 Years from Closing Date  
1% Interest Rate

Period Ending	Principal	Coupon	Interest	Debt Service
3/1/2025	913	1.000%	300.76	1,213.76
6/1/2025	916	1.000%	298.48	1,214.48
9/1/2025	918	1.000%	296.19	1,214.19
12/1/2025	920	1.000%	293.90	1,213.90
3/1/2026	923	1.000%	291.60	1,214.60
6/1/2026	925	1.000%	289.29	1,214.29
9/1/2026	927	1.000%	286.98	1,213.98
12/1/2026	929	1.000%	284.66	1,213.66
3/1/2027	932	1.000%	282.34	1,214.34
6/1/2027	934	1.000%	280.01	1,214.01
9/1/2027	936	1.000%	277.67	1,213.67
12/1/2027	939	1.000%	275.33	1,214.33
3/1/2028	941	1.000%	272.98	1,213.98
6/1/2028	944	1.000%	270.63	1,214.63
9/1/2028	946	1.000%	268.27	1,214.27
12/1/2028	948	1.000%	265.91	1,213.91
3/1/2029	951	1.000%	263.54	1,214.54
6/1/2029	953	1.000%	261.16	1,214.16
9/1/2029	955	1.000%	258.78	1,213.78
12/1/2029	958	1.000%	256.39	1,214.39
3/1/2030	960	1.000%	253.99	1,213.99
6/1/2030	963	1.000%	251.59	1,214.59
9/1/2030	965	1.000%	249.19	1,214.19
12/1/2030	967	1.000%	246.77	1,213.77
3/1/2031	970	1.000%	244.36	1,214.36
6/1/2031	972	1.000%	241.93	1,213.93
9/1/2031	975	1.000%	239.50	1,214.50
12/1/2031	977	1.000%	237.06	1,214.06
3/1/2032	980	1.000%	234.62	1,214.62
6/1/2032	982	1.000%	232.17	1,214.17
9/1/2032	984	1.000%	229.72	1,213.72
12/1/2032	987	1.000%	227.26	1,214.26
3/1/2033	989	1.000%	224.79	1,213.79
6/1/2033	992	1.000%	222.32	1,214.32
9/1/2033	994	1.000%	219.84	1,213.84
12/1/2033	997	1.000%	217.35	1,214.35
3/1/2034	999	1.000%	214.86	1,213.86
6/1/2034	1,002	1.000%	212.36	1,214.36
9/1/2034	1,004	1.000%	209.86	1,213.86
12/1/2034	1,007	1.000%	207.35	1,214.35
3/1/2035	1,009	1.000%	204.83	1,213.83
6/1/2035	1,012	1.000%	202.31	1,214.31
9/1/2035	1,014	1.000%	199.78	1,213.78
12/1/2035	1,017	1.000%	197.24	1,214.24
3/1/2036	1,019	1.000%	194.70	1,213.70
6/1/2036	1,022	1.000%	192.15	1,214.15
9/1/2036	1,025	1.000%	189.60	1,214.60

**Bond Debt Service**  
Town of Mill Creek  
IF  
\$157,500  
40 Years from Closing Date  
1% Interest Rate

Period Ending	Principal	Coupon	Interest	Debt Service
12/1/2036	1,027	1.000%	187.03	1,214.03
3/1/2037	1,030	1.000%	184.47	1,214.47
6/1/2037	1,032	1.000%	181.89	1,213.89
9/1/2037	1,035	1.000%	179.31	1,214.31
12/1/2037	1,037	1.000%	176.72	1,213.72
3/1/2038	1,040	1.000%	174.13	1,214.13
6/1/2038	1,043	1.000%	171.53	1,214.53
9/1/2038	1,045	1.000%	168.92	1,213.92
12/1/2038	1,048	1.000%	166.31	1,214.31
3/1/2039	1,050	1.000%	163.69	1,213.69
6/1/2039	1,053	1.000%	161.07	1,214.07
9/1/2039	1,056	1.000%	158.43	1,214.43
12/1/2039	1,058	1.000%	155.79	1,213.79
3/1/2040	1,061	1.000%	153.15	1,214.15
6/1/2040	1,064	1.000%	150.50	1,214.50
9/1/2040	1,066	1.000%	147.84	1,213.84
12/1/2040	1,069	1.000%	145.17	1,214.17
3/1/2041	1,072	1.000%	142.50	1,214.50
6/1/2041	1,074	1.000%	139.82	1,213.82
9/1/2041	1,077	1.000%	137.13	1,214.13
12/1/2041	1,080	1.000%	134.44	1,214.44
3/1/2042	1,082	1.000%	131.74	1,213.74
6/1/2042	1,085	1.000%	129.04	1,214.04
9/1/2042	1,088	1.000%	126.32	1,214.32
12/1/2042	1,091	1.000%	123.60	1,214.60
3/1/2043	1,093	1.000%	120.88	1,213.88
6/1/2043	1,096	1.000%	118.14	1,214.14
9/1/2043	1,099	1.000%	115.40	1,214.40
12/1/2043	1,101	1.000%	112.66	1,213.66
3/1/2044	1,104	1.000%	109.90	1,213.90
6/1/2044	1,107	1.000%	107.14	1,214.14
9/1/2044	1,110	1.000%	104.38	1,214.38
12/1/2044	1,113	1.000%	101.60	1,214.60
3/1/2045	1,115	1.000%	98.82	1,213.82
6/1/2045	1,118	1.000%	96.03	1,214.03
9/1/2045	1,121	1.000%	93.24	1,214.24
12/1/2045	1,124	1.000%	90.43	1,214.43
3/1/2046	1,127	1.000%	87.62	1,214.62
6/1/2046	1,129	1.000%	84.81	1,213.81
9/1/2046	1,132	1.000%	81.98	1,213.98
12/1/2046	1,135	1.000%	79.15	1,214.15
3/1/2047	1,138	1.000%	76.32	1,214.32
6/1/2047	1,141	1.000%	73.47	1,214.47
9/1/2047	1,144	1.000%	70.62	1,214.62
12/1/2047	1,146	1.000%	67.76	1,213.76
3/1/2048	1,149	1.000%	64.89	1,213.89
6/1/2048	1,152	1.000%	62.02	1,214.02

**Bond Debt Service**  
 Town of Mill Creek  
 IF  
 \$157,500  
 40 Years from Closing Date  
 1% Interest Rate

Period Ending	Principal	Coupon	Interest	Debt Service
9/1/2048	1,155	1.000%	59.14	1,214.14
12/1/2048	1,158	1.000%	56.25	1,214.25
3/1/2049	1,161	1.000%	53.36	1,214.36
6/1/2049	1,164	1.000%	50.46	1,214.46
9/1/2049	1,167	1.000%	47.55	1,214.55
12/1/2049	1,170	1.000%	44.63	1,214.63
3/1/2050	1,172	1.000%	41.70	1,213.70
6/1/2050	1,175	1.000%	38.77	1,213.77
9/1/2050	1,178	1.000%	35.84	1,213.84
12/1/2050	1,181	1.000%	32.89	1,213.89
3/1/2051	1,184	1.000%	29.94	1,213.94
6/1/2051	1,187	1.000%	26.98	1,213.98
9/1/2051	1,190	1.000%	24.01	1,214.01
12/1/2051	1,193	1.000%	21.04	1,214.04
3/1/2052	1,196	1.000%	18.05	1,214.05
6/1/2052	1,199	1.000%	15.06	1,214.06
9/1/2052	1,202	1.000%	12.07	1,214.07
12/1/2052	1,205	1.000%	9.06	1,214.06
3/1/2053	1,208	1.000%	6.05	1,214.05
6/1/2053	1,211	1.000%	3.03	1,214.03
	157,500		33,120.37	190,620.37

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto the within  
Bond and does hereby irrevocably constitute and appoint  
\_\_\_\_\_, Attorney to transfer the said Bond on the books  
kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

In the presence of:

\_\_\_\_\_