

**THE CITY OF HUNTINGTON
(WEST VIRGINIA)**

SEWER REVENUE BOND ANTICIPATION NOTE, SERIES 2024 (TAX EXEMPT)

NOTE ORDINANCE

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THE CITY OF HUNTINGTON (WEST VIRGINIA)

ORDINANCE AUTHORIZING THE ACQUISITION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWERAGE SYSTEM AND TEMPORARILY FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF THE SEWER REVENUE BOND ANTICIPATION NOTE, SERIES 2024 (TAX EXEMPT) OF THE CITY OF HUNTINGTON IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$5,000,000; PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNER OF SUCH NOTE; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, A TAX COMPLIANCE POLICY AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH NOTE AND ADOPTING OTHER PROVISIONS RELATING THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUNTINGTON:

ARTICLE I
DEFINITIONS; STATUTORY AUTHORITY; FINDINGS

Section 1.01. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Act") and other applicable provisions of law.

Section 1.02. Findings. The Issuer hereby finds and determines as follows:

A. The Issuer is a municipality and political subdivision of the State of West Virginia, in Cabell and Wayne Counties of said State.

B. The Issuer presently owns and operates a public sewerage collection and treatment system. It is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that the acquisition and construction of certain additions, improvements and betterments to the existing public sewerage system of the Issuer, consisting of additions, betterments and improvements to the sanitary sewerage collection and treatment system, specifically including but not limited to some or all of the following, acquisition of certain real property and improvements thereon necessary for operation of the System and future construction projects for the System, and all appurtenant facilities (collectively, the "Project") (the existing public sewerage system of the Issuer, the Project and any further additions, betterments and improvements thereto are herein called the "System").

C. The Issuer intends to permanently finance the costs of acquisition of the Project through the issuance of future sewer revenue bonds pursuant to the Act.

D. It is deemed necessary for the Issuer to issue its Sewer Revenue Bond Anticipation Note, Series 2024 (Tax Exempt), in the aggregate principal amount of not more than \$5,000,000 (the "Series 2024 Note"), to temporarily finance the costs of acquisition of the Project. Such costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2024 Note prior to and during acquisition of the Project and for a period not exceeding 6 months after completion of acquisition of the Project; engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2024 Note and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2024 Note or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

E. The period of usefulness of the System after completion of the Project is not less than 30 years.

F. It is in the best interest of the Issuer that the Series 2024 Note be sold to the Lender pursuant to the terms and provisions as shall be approved by Certificate of Determinations of the Issuer.

G. There are outstanding obligations of the Issuer secured by the Net Revenues, being the Issuer's:

1. Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), dated January 12, 2010, issued in the original aggregate principal amount of \$4,022,945 (the "Series 2010 A Bonds");

2. Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program), dated November 10, 2010, issued in the original aggregate principal amount of \$2,622,055 (the "Series 2010 B Bonds");

3. Sewer Revenue Bonds, Series 2015 A (Tax-Exempt), dated March 26, 2015, issued in the original aggregate principal amount of \$5,630,000 (the "Series 2015 A Bonds"); and

4. Sewer Refunding Revenue Bonds, Series 2022 A, dated November 30, 2022, issued in the original aggregate principal amount of \$6,170,000 (the "Series 2022 A Bonds") (collectively, the "Prior Bonds").

The Series 2024 Note shall be junior and subordinate to the Prior Bonds with respect to liens, pledge and source of and security for payment in all respects. The Series 2024 Note shall be payable solely from and secured by the proceeds of revenue bonds or other obligations issued subsequent to the Series 2024 Note for the purposes of permanently financing the Project and secured by a first lien on Surplus Revenues.

H. The Issuer derives Net Revenues from the System which are pledged for payment of the Prior Bonds. Except for such pledge thereof to secure and pay the Prior Bonds, said Net Revenues are not pledged or encumbered in any manner.

I. The estimated Gross Revenues to be derived in each year after the date hereof from the operation of the System will be sufficient to provide for Operating Expenses of the System, for the payment of interest on the Series 2024 Note and the Prior Bonds, and to pay the principal on the Series 2024 Note and the Prior Bonds as and when it becomes due, and reasonable reserves therefore, to provide an adequate renewal and replacement fund, as hereinafter provided, and to make all other payments provided for in this Ordinance.

J. It is in the best interests of the Issuer and the customers thereof, that the Series 2024 Note be issued, and the Series 2024 Note be secured by a pledge of revenue bonds or other obligations of the Issuer, issued subsequent to the Series 2024 Note and Surplus Revenues, if any, of the System.

K. The Series 2024 Note and the Certificate of Authentication and Registration to be endorsed thereon are to be in substantially the form set forth in EXHIBIT A – FORM OF SERIES 2024 NOTE, attached hereto and incorporated herein by reference, with necessary and appropriate variations, omissions and insertions as permitted or required by this Ordinance or a Supplemental Resolution or as deemed necessary by the Registrar or the Issuer.

L. All things necessary to make the Series 2024 Note, when authenticated by the Registrar and issued as in this Ordinance provided, the valid, binding and legal special obligation of the Issuer according to the import thereof, and to validly pledge and assign those funds pledged hereby to the payment of the principal of and interest on the Series 2024 Note will be timely done and duly performed.

M. The enactment of this Ordinance, and the execution and issuance of the Series 2024 Note, subject to the terms thereof, will not result in any breach of, or constitute a default under, any instrument to which the Issuer is a party or by which it may be bound or affected.

N. The Issuer has complied with all requirements of West Virginia law relating to the operation of the System, the issuance of the Series 2024 Note and the acquisition and construction of the Project or will have so complied prior to issuance of any thereof.

Section 1.03. Ordinance Constitutes Contract. In consideration of the acceptance of the Series 2024 Note by those who shall own or hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owner and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Registered Owner of any and all of such Series 2024 Note, all of which shall be of equal rank and without preference, priority or distinction between any one Series 2024 Note and any other Series 2024 Note, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

Section 1.04. Definitions. All capitalized terms used in this Ordinance and not otherwise defined in the recitals hereto shall have the meanings specified below, unless the context expressly requires otherwise:

"Act" means Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended and in effect on the date of delivery of the Series 2024 Note.

"Additional Parity Bonds" means additional Bonds issued subsequent to the issuance of the Series 2024 Note payable from the Net Revenues of the System on a parity with the Prior Bonds and senior and prior to the Series 2024 Note in all respects.

"Authorized Officer" means the Mayor of the Issuer or any other officer or employee of the Issuer specifically designated by resolution of the Governing Body of the Issuer.

"Bond Counsel" shall mean any law firm having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds, appointed by the Issuer, and shall initially mean Steptoe & Johnson PLLC, Charleston, West Virginia.

"Bond Legislation" means this Ordinance and all orders and resolutions supplemental hereto or amendatory hereof.

"Bonds" means, collectively, the Prior Bonds and any Additional Parity Bonds hereafter issued within the terms, restrictions and conditions contained herein.

"Business Day" means any day other than a Saturday, Sunday or a day on which national banking associations or West Virginia banking corporations are authorized by law to remain closed.

"Capitalized Interest" means monies whether from the proceeds of notes or any other source deposited in the Series 2024 Note Sinking Fund and pledged to the payment of interest on such Series 2024 Note.

"Cash Working Capital Reserve" means the cash working capital reserve required by Chapter 24, Article 1, Section 1(k) of the Code of West Virginia, 1931, as amended.

"Certificate of Authentication and Registration" means the Certificate of Authentication and Registration on the Series 2024 Note, substantially in the form set forth in EXHIBIT A - FORM OF SERIES 2024 NOTE, attached hereto.

"Certificate of Determinations" means the Certificate of Determinations for the Series 2024 Note.

"City Clerk" means the City Clerk of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 2024 Note for the proceeds representing the original purchase price thereof.

"Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and Regulations thereunder.

"Code of West Virginia" means the Code of West Virginia, 1931, as amended.

"Commission" means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia which succeeds to the functions of the Commission.

"Consulting Engineers" means any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the System, or portion thereof, in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or public corporation and political subdivisions.

"Costs" or similar terms means all those costs now or hereafter permitted by the Act to be financed with bonds issued pursuant hereto, including, without limitation, those costs described in Section 1.03D.

"Depository Bank" means the bank or banks to be designated as such in the Supplemental Resolution, and any other bank or national banking association located in the State of West Virginia, eligible under the laws of the State of West Virginia to receive deposits of state and municipal funds and insured by the FDIC that may hereafter be appointed by the Issuer as Depository Bank.

"Event of Default" means any occurrence or event specified in Section 7.01.

"FDIC" means the Federal Deposit Insurance Corporation or any successor to the functions of the FDIC.

"Fiscal Year" means each 12-month period beginning on July 1 and ending on the succeeding June 30.

"Governing Body" or "Council" means the council of the Issuer as it may now or hereafter be constituted.

"Government Obligations" means certificates or interest-bearing notes or obligations of the United States, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts, and includes Capitalized Interest (as herein defined), any proceeds from the sale or other disposition of capital assets, but does not include any increase in the value of capital assets (including Qualified Investments). Gross Revenues does not include the proceeds of grants or contributions in aid of construction received by the Issuer, or bonds or notes issued by the Issuer, which proceeds are required by the terms of such grant, contribution in aid of construction, bond or note to be used to finance capital improvements, betterments and/or additions for the System or are pledged or obligated for any purpose other than the payment of Operating Expenses (as herein defined) of the System or principal of or interest on the Bonds.

"Independent Certified Public Accountant" means any certified public accountant or firm of certified public accountants that shall at any time hereafter be retained by the Issuer to prepare an independent annual or special audit of the accounts of the System or for any purpose except keeping the accounts of the System in the normal operation of its business and affairs.

"Investment Property" means any security (as said term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract, investment-type property or residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan, excluding, however, obligations the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes other than specified private activity bonds as defined in Section 57(a)(5)(C) of the Code.

"Issuer" means The City of Huntington, a municipality and political subdivision of the State of West Virginia, in Cabell and Wayne Counties of said State, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Lender" means the commercial lending institution as determined by a resolution supplemental hereto.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 2024 Note, plus accrued interest and premium, if any, less original issue discount, if any. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from investment of proceeds of the Series 2024 Note, without regard to whether or not such investment is made in tax-exempt obligations.

"Net Revenues" means the balance of Gross Revenues remaining after deduction of Operating Expenses, as hereinafter defined.

"Nonpurpose Investment" means any Investment Property which is acquired with the gross proceeds of the Series 2024 Note and is not acquired in order to carry out the governmental purpose of the Series 2024 Note.

"Noteholder," "Holder," "Holder of the Note," "Owner of the Note," "Registered Owner," or any similar term means any person who shall be the registered owner of any outstanding Note.

"Note Register" means the books of the Issuer maintained by the Registrar for the registration and transfer of Note.

"Operating Expenses," unless qualified, means the current expenses, paid or accrued, of repair, operation, management and maintenance of the System, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, accounting, auditing and insurance expenses (other than those capitalized as part of the costs of any project relating to the acquisition, equipping or construction of additions, betterments or improvements for the System), supplies, labor, wages, the cost of materials and supplies used for current repairs, operations or maintenance, fees and expenses of fiscal agents and of the Depository Bank, Registrar and Paying Agent or Paying Agents, payments to pension or retirement funds, payments with respect to other post employment benefits, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles.

"Paying Agent" means the Commission and any other paying agent for the Series 2024 Note which may be appointed by a resolution supplemental hereto, all in accordance with Section 8.11 hereof.

"Prior Bonds" means the Series 2010 A Bonds, Series 2010 B Bonds, Series 2015 A Bonds and Series 2022 A Bonds.

"Prior Ordinances" means the ordinances of the Issuer, as amended, authorizing the Prior Bonds.

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

"Project Fund" means the Project Fund created by Section 4.01 hereof.

"Qualified Investments" means and includes any investment permitted to be made by a municipality, public service district or public corporation of the State pursuant to State Law, specifically including but not limited to Chapter 8, Article 13, Section 22 of the Code of West Virginia and the West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the Code of West Virginia.

"Rebate Fund" means the Rebate Fund, if necessary, described in Section 4.01 hereof.

"Record Date" means the day of the month which shall be so stated in the Series 2024 Note, regardless of whether such day is a Saturday, Sunday or legal holiday.

"Registered Owner," "Noteholder," "Holder," "Owner" or any similar term means any person who shall be the registered owner of any outstanding Note.

"Registrar" means the bank to be designated in the Supplemental Resolution as the registrar for the Series 2024 Note, and any successor thereto appointed in accordance with Section 8.07 hereof.

"Regulations" means temporary and permanent regulations promulgated under the Code, and includes applicable regulations promulgated under the Internal Revenue Code of 1986 as amended.

"Renewal and Replacement Fund" means the Renewal and Replacement Fund created by the Prior Ordinances and continued by Section 4.01 hereof.

"Reserve Accounts" means, collectively, the respective reserve accounts created for the Prior Bonds and any hereinafter issued Additional Parity Bonds.

"Reserve Account Requirement" means the amount required to be on deposit in the respective Reserve Accounts for the Prior Bonds and any hereinafter issued Additional Parity Bonds.

"Revenue Fund" means the Revenue Fund established by the Prior Ordinances and continued hereby.

"Series 2010 A Bonds" means the Issuer's Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), dated January 12, 2010, issued in the original aggregate principal amount of \$4,022,945.

"Series 2010 B Bonds" means the Issuer's Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program), dated November 10, 2010, issued in the original aggregate principal amount of \$2,622,055.

"Series 2015 A Bonds" means the Issuer's Sewer Revenue Bonds, Series 2015 A (Tax-Exempt), dated March 26, 2015, issued in the original aggregate principal amount of \$5,630,000.

"Series 2022 A Bonds" means the Issuer's Sewer Refunding Revenue Bonds, Series 2022 A, dated November 30, 2022, issued in the original aggregate principal amount of \$6,170,000.

"Series 2024 Note" means the Sewer Revenue Bond Anticipation Note, Series 2024, of the Issuer, originally authorized to be issued pursuant to this Ordinance and the Supplemental Resolution.

"Series 2024 Note Sinking Fund" means the Series 2024 Note Sinking Fund established by Section 4.02 hereof.

"Sinking Funds" means, collectively, the respective sinking funds created for the Series 2024 Note and the Prior Bonds.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution amendatory hereof or supplemental hereto and, when preceded by the article "the," refers specifically to the Supplemental Resolution to be adopted by the Issuer following adoption of this Ordinance, and any Certificate of Determinations provided for by such Supplemental Resolution, setting forth the final amounts, maturities, interest rates and other terms of the Series 2024 Note and authorizing the sale of the Series 2024 Note to the Lender; provided, that any provision intended to be included in the Supplemental Resolution and not so included may be contained in any Certificate of Determinations or any other Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Prior Bonds, or any other obligations of the Issuer, including, without limitation, the Renewal and Replacement Fund, the Cash Working Capital Reserve, the Sinking Funds and the Reserve Accounts.

"System" means the complete public sewerage system of the Issuer, presently existing in its entirety or any integral part thereof, and any further additions, extensions, renovations and improvements thereto hereafter constructed or acquired for the System from any sources whatsoever, specifically including, but not limited to, the Project.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations and vice versa; and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

Additional terms and phrases are defined in this Ordinance as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with generally accepted accounting principles.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Ordinance; and the term "hereafter" means after the date of adoption of this Ordinance.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Ordinance so numbered.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition of the Project, at an estimated cost of not to exceed \$5,000,000, in accordance with the plans and specifications which have been or will be prepared by the Consulting Engineers, and filed in the office of the Governing Body. The proceeds of the Series 2024 Note shall be applied as provided in Section 3.11 hereof. The Issuer has or will enter into contracts for the acquisition of the Project.

The cost of the Project is estimated not to exceed \$5,000,000 which will be obtained from proceeds of the Series 2024 Note.

ARTICLE III

THE SERIES 2024 NOTE

Section 3.01. Form and Payment of Note. No Series 2024 Note shall be issued pursuant to this Ordinance except as provided in this Article III. Any Series 2024 Note issued pursuant to this Ordinance may be issued only as a fully registered Series 2024 Note without coupons, in the entire principal amount thereof (or such other denominations as may be set forth in a Supplemental Resolution). The Series 2024 Note shall be dated as of the date provided in a Supplemental Resolution. The Series 2024 Note shall bear interest from the interest payment date next preceding the date of authentication or, if authenticated after the Record Date but prior to the applicable interest payment date or on such interest payment date, from such interest payment date or, if no interest on such Series 2024 Note has been paid, from the date thereof; provided, however, that, if, as shown by the records of the Registrar, interest on such Series 2024 Note shall be in default, any Series 2024 Note issued in exchange for the Series 2024 Note surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the initial Series 2024 Note surrendered.

The principal of and the premium, if any, on the Series 2024 Note shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of America upon surrender at the principal office of the Paying Agent. Interest on the Series 2024 Note shall be paid by wire transfer to the Registered Owner thereof at his address as it appears in the Note Register at the close of business on the Record Date.

In the event the Series 2024 Note is redeemed in part, the Series 2024 Note shall be surrendered to and canceled by the Registrar, and the Issuer shall execute, and the Registrar shall

authenticate and deliver to the Registered Owner thereof, another Series 2024 Note in the principal amount of the Series 2024 Note then outstanding.

Section 3.02. Execution of Series 2024 Note. The Series 2024 Note shall be executed in the name of the Issuer by the Mayor, by his or her manual or facsimile signature, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the City Clerk by his or her manual or facsimile signature; provided, that all such signatures and the seal may be by facsimile. In case any one or more of the officers who shall have signed or sealed the Series 2024 Note shall cease to be such officer of the Issuer before the Series 2024 Note so signed and sealed has been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Note had not ceased to hold such office. The Series 2024 Note may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Note shall hold the proper office in the Issuer, although at the date of such Note such person may not have held such office or may not have been so authorized.

Section 3.03. Authentication and Registration. No Series 2024 Note shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until the Certificate of Authentication and Registration on such Note, substantially in the form set forth in EXHIBIT A - FORM OF SERIES 2024 NOTE attached hereto and incorporated herein by reference with respect to such Series 2024 Note, shall have been duly manually executed by the Registrar. Any such manually executed Certificate of Authentication and Registration upon the Series 2024 Note shall be conclusive evidence that such Series 2024 Note has been authenticated, registered and delivered under this Ordinance. The Certificate of Authentication and Registration on the Series 2024 Note shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on the Series 2024 Note.

Section 3.04. Negotiability and Registration. Subject to the requirements for transfer set forth below, the Series 2024 Note shall be, and have all of the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State, and each successive Registered Owner, in accepting the Series 2024 Note, shall be conclusively deemed to have agreed that such Series 2024 Note shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder shall further be conclusively deemed to have agreed that said Series 2024 Note shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2024 Note remains outstanding, the Registrar shall keep and maintain books for the registration and transfer of the Series 2024 Note. The Series 2024 Note shall be transferable only by transfer of registration upon the Note Register by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or such duly authorized attorney or legal representative. Upon transfer of the Series 2024 Note, there shall be issued at the option of the Holder or the transferee another Note or Notes of the aggregate principal amount equal to the unpaid amount of the transferred Note and of the same series, interest rate and maturity of said transferred Note.

In all cases in which the privilege of transferring or exchanging the Series 2024 Note is exercised, the Series 2024 Note shall be delivered in accordance with the provisions of this Ordinance. All Series 2024 Note surrendered in any such transfer or exchange shall forthwith be canceled by the

Registrar. Transfers of Series 2024 Note, the initial exchange of Series 2024 Note and exchanges of the Series 2024 Note in the event of partial redemption of the Series 2024 Note shall be made by the Registrar without charge to the Holder or the transferee thereof, except as provided below. For any other exchange of the Series 2024 Note, the Registrar may impose a service charge. For every such transfer or exchange of the Series 2024 Note, the Registrar may make a charge sufficient to reimburse its office for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such tax or governmental charge, and such service charge for exchange other than the initial exchange or in the event of partial redemption, shall be paid by the person requesting such transfer or exchange as a condition precedent to the exercise of the privilege of making such transfer or exchange.

Section 3.05. Series 2024 Note Mutilated, Destroyed, Stolen or Lost. In case the Series 2024 Note shall become mutilated or be destroyed, stolen or lost, the Issuer may execute, in its discretion, and the Registrar shall authenticate, register and deliver a new Series 2024 Note in exchange and upon surrender and cancellation of, the mutilated Series 2024 Note, or in lieu of and substitution for the Series 2024 Note destroyed, stolen or lost, and upon the Registered Owner furnishing the Issuer and the Registrar proof of his ownership thereof and that the Series 2024 Note has been destroyed, stolen or lost and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer or the Registrar may incur. The name of the Registered Owner listed in the Note Register shall constitute proof of ownership. The Series 2024 Note so surrendered shall be submitted to and canceled by the Registrar, and evidence of such cancellation shall be given to the Issuer. If the Series 2024 Note shall have matured or be about to mature, instead of issuing a substitute Series 2024 Note the Issuer, by and through the Registrar, may pay the same, upon being indemnified as aforesaid, and, if the Series 2024 Note be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2024 Note issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the Issuer, whether or not the lost, stolen or destroyed Series 2024 Note be at any time found by anyone.

Section 3.06. Persons Treated as Owners. The Issuer, the Registrar and any agent of the Issuer or the Registrar may treat the person in whose name the Series 2024 Note is registered as the owner of the Series 2024 Note for the purpose of receiving payment of the principal of, and interest on, the Series 2024 Note for all other purposes, whether or not the Series 2024 Note is overdue.

Section 3.07. Authorization of Note. For the purposes of temporarily paying costs of acquisition and construction of the Project and paying costs of issuance of the Series 2024 Note and related costs, there shall be issued the Series 2024 Note of the Issuer, in one or more series, in an aggregate principal amount outstanding at any time of not more than \$5,000,000 at an interest rate not to exceed 10% for a term not to exceed eight years. The Series 2024 Note shall be issued as a single note and designated "The City of Huntington, Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt)" and shall be issued in fully registered form, in such denomination as set forth in a Supplemental Resolution, not exceeding the aggregate principal amount of Series 2024 Note authorized herein. The Series 2024 Note shall be numbered R-1. The Series 2024 Note shall be dated; shall be in such aggregate principal amount; shall bear interest at such rate, not exceeding the then legally permissible rate, payable on such dates; shall mature on such dates and in such amounts; shall be subject to such redemption provisions; and shall have such other terms, all as the Issuer shall prescribe herein and in the Supplemental Resolution.

The principal of and interest on the Series 2024 Note may be prepaid, in whole or in part, at any time, without penalty.

Section 3.08. Book Entry System for Series 2024 Note. The Series 2024 Note (if purchased by the Lender) shall initially be issued in the form of a single fully-registered note in the aggregate principal amount of the Series 2024 Note, and shall be registered in the name of the Lender.

Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent shall be entitled to treat and consider the Person in whose name the Series 2024 Note is registered in the records of the Registrar as the absolute owner of the Series 2024 Note for the purpose of payment of principal, premium, if any, and interest with respect to the Series 2024 Note, for the purpose of giving notices of redemption, sale, purchase or any event which would or could give rise to a sale or purchase right or option with respect to the Series 2024 Note for the purpose of making payment of any purchase price of the Series 2024 Note, for the purpose of registering transfers with respect to the Series 2024 Note, and for all other purposes whatsoever. The Issuer and Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2024 Note and the purchase price of the Series 2024 Note only to or upon the order of the respective Registered Owner, as shown in the records of the Registrar as provided in this Ordinance, or its attorneys or legal representatives duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2024 Note to the extent of the sum or sums so paid. No Person other than a Registered Owner, as shown in the records of the Registrar, shall receive a Note certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Ordinance.

Section 3.09. Delivery of Series 2024 Note. The Issuer shall execute and deliver the Series 2024 Note to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2024 Note to the Lender upon receipt of the documents set forth below:

- (1) The name in which the Series 2024 Note are to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;
- (2) A request and authorization to the Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2024 Note to the Lender;
- (3) Copies of this Ordinance and the Supplemental Resolution certified by the City Clerk;
- (4) The unqualified approving opinion of Bond Counsel regarding the Series 2024 Note; and
- (5) A copy of such other documents and certificates as the Lender may reasonably require.

Section 3.10. Form of Series 2024 Note. The definitive Series 2024 Note shall be in substantially the form set forth in EXHIBIT A – FORM OF SERIES 2024 NOTE attached hereto and incorporated herein by reference, with such necessary and appropriate omissions, insertions and variations

as are approved by those officers executing such Series 2024 Note on behalf of the Issuer and execution thereof by such officers shall constitute conclusive evidence of such approval, and the definitive Series 2024 Note shall have the form of the opinion of Steptoe & Johnson PLLC, as Bond Counsel, attached thereto or printed on the reverse thereof.

Section 3.11. Disposition of Proceeds of Series 2024 Note. Upon the issuance and delivery of the Series 2024 Note, the Issuer shall forthwith deposit the proceeds thereof as follows:

A. From the proceeds of the Series 2024 Note, there shall first be deposited with the Commission in the Series 2024 Note Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

B. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2024 Note, such monies shall be deposited with the Depository Bank in the Project Fund and applied solely to payment of Costs of the Project in the manner set forth herein.

ARTICLE IV

SYSTEM REVENUES; FUNDS AND ACCOUNTS

Section 4.01. Establishment of Funds and Accounts with Depository Bank. Pursuant to this Article IV, the following special funds are created with (or continued if previously established by the Prior Ordinances), and shall be held by, the Depository Bank, segregated from all other funds and accounts of the Depository Bank or the Issuer and from each other and used solely for the purposes provided herein:

- (1) Revenue Fund (established by the Prior Ordinances);
- (2) Renewal and Replacement Fund (established by the Prior Ordinances);
- (3) Cash Working Capital Reserve (established by the Prior Ordinances);
- (4) Project Fund; and
- (5) Rebate Fund.

Section 4.02. Establishment of Funds and Accounts with Commission. Pursuant to this Article IV, the following special funds and accounts are hereby established (or continued if previously established by the Prior Ordinances) with and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission or the Issuer and from each other and used solely for the purposes provided herein:

- (1) Series 2010 A Bonds Sinking Fund (established by the Prior Ordinances and hereby continued);
- (2) Series 2010 A Bonds Reserve Account (established by the Prior Ordinances and hereby continued);

- (3) Series 2010 B Bonds Sinking Fund (established by the Prior Ordinances and hereby continued);
- (4) Series 2010 B Bonds Reserve Account (established by the Prior Ordinances and hereby continued);
- (5) Series 2015 A Bonds Sinking Fund (established by the Prior Ordinances and hereby continued);
- (6) Series 2015 A Bonds Reserve Account (established by the Prior Ordinances and hereby continued);
- (7) Series 2022 A Bonds Sinking Fund (established by the Prior Ordinances and hereby continued);
- (8) Series 2022 A Bonds Reserve Account (established by the Prior Ordinances and hereby continued); and
- (9) Series 2024 Note Sinking Fund.

Section 4.03. System Revenues and Application Thereof. So long as any of the Series 2024 Note shall be outstanding and unpaid, the Issuer covenants as follows:

A. The entire Gross Revenues derived from the operation of the System and all parts thereof shall be deposited by the Issuer in the Revenue Fund. The Revenue Fund shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided. All Revenues at any time remaining on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

- (1) The Issuer shall first, each month, pay from the Revenue Fund the Operating Expenses of the System.
- (2) The Issuer shall next, each month simultaneously, transfer from the Revenue Fund and remit to the Commission the amounts required by Prior Ordinances to pay interest on the Prior Bonds.
- (3) The Issuer shall next, each month simultaneously, transfer from the Revenue Fund and remit to the Commission the amounts required by Prior Ordinances to pay principal on the Prior Bonds.
- (4) The Issuer shall next, on the first day of each month simultaneously, transfer from the Revenue Fund and remit to the Commission the amounts required by Prior Ordinances to be deposited in the respective reserve accounts for the Prior Bonds.
- (5) The Issuer shall next, each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund,

an amount equal to 2.5% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account; and shall use the monies therein as provided by the Prior Ordinances. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, improvements or extensions to the System; provided, that any deficiencies in any Prior Bonds Reserve Accounts (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

(6) The Issuer shall next, each month, transfer from the monies remaining in the Revenue Fund the amount required to fund the Cash Working Capital Reserve. All funds in the Cash Working Capital Reserve shall be kept separate and apart from all other funds of the Issuer or the Depository Bank and shall be invested and reinvested in accordance with this Bond Legislation. Withdrawals and disbursements may be made from the Cash Working Capital Reserve for such purposes as permitted by the laws and regulations of the State in effect at such time.

(7) All funds remaining in the Revenue Fund following the deposits and transfers made above and any deposits or transfers required as the result of the issuance of Additional Parity Bonds, shall be considered Surplus Revenues of the System and shall be used as follows:

First, to remit to the Commission for deposit in the Sinking Fund for the Series 2024 Note the amount required by the this Note Legislation to pay interest on the Series 2024 Note; and

Second, to remit to the Commission for deposit in the Sinking Fund for the Series 2024 Note the amount required by this Note Legislation to pay principal of the Series 2024 Note; and

Finally, any funds remaining in the Revenue Fund may be used to prepay installments of the Bonds or the Series 2024 Note, or for any lawful purpose of the System.

Moneys in the Series 2024 Note Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2024 Note, whether by maturity or redemption prior to maturity. Pending such use, such moneys shall be invested in accordance with Article V.

The Issuer shall not be required to make any further payments into the Series 2024 Note Sinking Fund when the aggregate amount of funds therein is at least equal to the aggregate principal amount of Series 2024 Note then outstanding, plus the amount of interest due or thereafter to become due on such Note then outstanding.

The payments into the Series 2024 Note Sinking Fund shall be made on the first day of each month, except that, when the first day of any month shall be a Saturday, Sunday or legal holiday, then such payments shall be made on the next succeeding Business Day, and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Ordinance.

B. The Commission is hereby designated as the fiscal agent for the administration of the Series 2024 Note Sinking Fund created or continued hereunder, and all amounts required for said Sinking Fund shall be remitted to the Commission from said Revenue Fund and from the proceeds of the sale of the Series 2024 Note, by the Issuer at the times and as otherwise provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. Notwithstanding the foregoing, however, the Commission shall deposit all remittances in the fund or account in the priority established by this Ordinance.

ARTICLE V

INVESTMENTS; ARBITRAGE; TAX CERTIFICATE AND REBATE

Section 5.01. Investments. The Issuer shall invest and reinvest, and shall instruct the Commission and the Depository Bank to invest and reinvest, any moneys held as a part of the funds and accounts created by this Ordinance in Qualified Investments to the fullest extent possible under applicable laws, this Ordinance, the need for such moneys for the purposes set forth herein and the specific restrictions and provisions set forth in this section.

Except as provided below, any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The Issuer shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Issuer may make any and all investments permitted by this section through the Depository Bank. The Depository Bank shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

Notwithstanding the foregoing, all moneys deposited in any Sinking Fund, including any reserve account therein, may be invested by the Commission in the West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the Code of West Virginia, 1931, as amended.

Section 5.02. Arbitrage. The Issuer covenants that (i) it will restrict the use of the proceeds of the Series 2024 Note in such manner and to such extent as may be necessary, so that such Series 2024 Note will not constitute "arbitrage bonds" under Section 148 of the Code and Regulations prescribed thereunder, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to the Series 2024 Note) so that the interest on the Series 2024 Note will be and remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 5.03. Tax Certificate and Rebate. The Issuer shall deliver a tax certificate or other similar certificate to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of the Series 2024 Note. In

addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2024 Note as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Ordinance.

The Issuer shall calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, the Issuer shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States. The Issuer shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the System. The Issuer shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be in time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available therefore. The Issuer at its expense, may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer may deem appropriate in order to assure compliance with this Section 5.03. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 5.03 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the Issuer fails to make such rebates as required, the Issuer shall pay any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of interest on the Series 2024 Note from gross income for federal income tax purposes.

Section 5.04. [RESERVED FOR BANK QUALIFICATION LANGUAGE, IF APPLICABLE].

ARTICLE VI

ADDITIONAL COVENANTS OF THE ISSUER

Section 6.01. Covenants Binding and Irrevocable. All the covenants, agreements and provisions of this Ordinance shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by the Holder of the Series 2024 Note, as prescribed by Article VII. In addition to the other covenants, agreements and provisions of this Ordinance, the Issuer hereby covenants and agrees with the Holder of the Series 2024 Note as hereinafter provided in this Article VI. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2024 Note or the interest thereon, are outstanding and unpaid.

Section 6.02. Series 2024 Note Not to be Indebtedness of the Issuer. The Series 2024 Note shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness. The Series 2024 Note shall be payable solely from and secured by the proceeds of bonds proposed to be issued in the future to permanently finance the Project and a first lien on Surplus Revenues.

Section 6.03. Series 2024 Note Secured by Pledge of Future Revenue Bonds and Surplus Revenues; Lien Position with Respect to Prior Bonds and Additional Parity Bonds. The Series 2024 Note shall be junior and subordinate to the Prior Bonds and Additional Parity Bonds with respect to liens, pledge and source of and security for payment in all respects. The Series 2024 Note shall be payable solely from and secured by the proceeds of bonds proposed to be issued in the future to permanently finance the Project and a first lien on Surplus Revenues.

Section 6.04. Rates. Prior to the issuance of the Series 2024 Note, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Issuer, which copy will be open to inspection by all interested parties.

Section 6.05. Operation and Maintenance. The Issuer will maintain the System in good condition and will operate the same as a revenue-producing enterprise in an efficient and economical manner, making such expenditures for equipment and for renewal, repair and replacement as may be proper for the economical operation and maintenance thereof from the Gross Revenues of said System in the manner provided in this Ordinance. The Issuer will obtain all permits required by state and federal laws for the operation of the System.

Section 6.06. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of or encumber the System except as provided in the Prior Ordinances. So long as the Series 2024 Note is outstanding, the Issuer shall not sell the System without the consent of the Holder of the Series 2024 Note.

Section 6.07. Issuance of Other Obligations Payable out of Revenues and General Covenant Against Encumbrances. The Series 2024 Note shall be payable solely from and secured by the proceeds of revenue bonds or other obligations issued for the express purpose of permanently financing the Project subsequent to the issuance of the Series 2024 Note and Surplus Revenues of the System. The Issuer may issue Additional Parity Bonds to finance additions, betterments and improvements to the System which are not part of the Project or to refinance Prior Bonds or Additional Parity Bonds without the consent of the Holder of the Series 2024 Note.

Section 6.08. [RESERVED]

Section 6.09. Insurance and Bonds. The Issuer hereby covenants and agrees, that so long as the Series 2024 Note remains outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance and bonds and worker's compensation coverage with a reputable insurance carrier or carriers or bonding company or companies covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to

the greater of the fair appraised value or the original cost thereof. In the time of war the Issuer will also carry and maintain insurance to the extent available against risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged and destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund.

B. PUBLIC LIABILITY INSURANCE, with limits of not less than \$1,000,000 per occurrence to protect the Issuer from claims for bodily injury and/or death and not less than \$500,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System.

C. WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Issuer and such payment bonds will be filed with the Clerk of the County Commission of the County in which such work is to be performed prior to commencement of construction of any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

D. FLOOD INSURANCE, to extent available at reasonable cost to the Issuer.

E. BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

F. FIDELITY BONDS will be provided to the extent required by State law.

Section 6.10. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

Any such house, dwelling or building from which emanates sewage or water-borne waste matter and which is not so connected with the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the Issuer and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

Section 6.11. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System and, in the event the Issuer or any department, agency, instrumentality, officer or employee thereof shall avail himself of the facilities or services provided by the System or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the Issuer shall transfer from its general funds sufficient sums to pay such charges for service to any of its departments or properties. The revenues so received shall be deemed to be revenues derived from the operation of the System and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 6.12. Enforcement of Collections. The Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia. The Issuer further covenants and agree that it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services and facilities of the System to all delinquent users of services and facilities of the System and will not restore such services of the System until all billing for charges for the services and facilities of the System, including penalties and reconnect fees, have been fully paid, or a payment agreement in compliance with the West Virginia Public Service Commission regulations has been entered.

Section 6.13. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of any franchise or permit to any person, firm, corporation or body, or agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 6.14. Books and Records. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Note or Notes shall have the right at all reasonable times to inspect the System, and all parts thereof, and all records, accounts and data of the Issuer relating thereto.

The accounting system for the System shall follow current generally accepted accounting principles, to the extent allowable under and in accordance with the rules and regulations of the Public Service Commission of West Virginia and the Act. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner, on the forms, in the books and along with other bookkeeping records as prescribed by the Issuer. The Issuer shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Issuer shall be reported to such agent of the Issuer as it shall direct.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by an Independent Certified Public Accountant.

Section 6.15. Operating Budget. The Issuer shall annually, at least 30 days preceding the beginning of each Fiscal Year, or at such earlier date required by State law, prepare and adopt by

resolution a detailed budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year. The Issuer shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of Notes or anyone acting for and on behalf of such Holder who requests the same.

Section 6.16. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. **PRIVATE BUSINESS USE LIMITATION.** The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2024 Note are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on such Series 2024 Note during the term thereof is, under the terms of such Series 2024 Note or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2024 Note are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2024 Note during the terms thereof is, under the terms of such Series 2024 Note or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2024 Note used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the System, or if the Series 2024 Note are for the purpose of financing more than one project, a portion of the System, and shall not exceed the proceeds used for the governmental use of that portion of the System to which such Private Business Use is related.

B. **PRIVATE LOAN LIMITATION.** The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2024 Note or \$5,000,000 are used, directly or indirectly, to make or finance a loan to persons other than state or local government units.

C. **FEDERAL GUARANTEE PROHIBITION.** The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2024 Note to be directly or indirectly "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. **INFORMATION RETURN.** The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2024 Note and the interest thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. **FURTHER ACTIONS.** The Issuer will take all actions that may be required of it so that the interest on the Series 2024 Note will be and remain excludable from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2024 Note:

(A) If default by the Issuer occurs in the due and punctual payment of the principal of or interest on any Bond or the Series 2024 Note;

(B) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part in this Ordinance or any Supplemental Resolution or in the Series 2024 Note contained, and such default shall have continued for a period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by any Registered Owner of any Note; or

(C) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

Section 7.02. Enforcement. Upon the happening and continuance of any Event of Default, any Registered Owner of any Note may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his rights, provided, that all rights and remedies of the Registered Owner of the Series 2024 Note shall be junior and subordinate with those of the Registered Owner of the Prior Bonds, and, in particular:

(A) Bring suit for any unpaid principal or interest then due;

(B) By mandamus or other appropriate proceeding enforce all rights of the Registered Owner, including the right to require the Issuer to perform its duties under the Act and this Ordinance;

(C) Bring suit upon the Series 2024 Note;

(D) By action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owner of the Note; and

(E) By action or bill in equity enjoin any acts in violation of this Ordinance or the rights of the Registered Owner of the Note; provided, that all rights and remedies of the Registered Owner of the Series 2024 Note shall be junior and subordinate to those of the Registered Owner of the Prior Bonds.

No remedy by the terms of this Ordinance conferred upon or reserved to the Registered Owner is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Registered Owner hereunder or now or hereafter existing at law or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Registered Owner shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

Section 7.03. Appointment of Receiver. If there be any Event of Default existing and continuing, any Registered Owner shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of the principal of and interest on the Series 2024 Note, the deposits into the funds and accounts hereby established as herein provided and the payment of Operating Expenses of the System and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Ordinance and the Act.

The receiver so appointed shall forthwith, directly or by his agents and attorneys, enter into and upon and take possession of all facilities of said System and shall hold, operate, maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might do.

Whenever all that is due upon the Series 2024 Note issued pursuant to this Ordinance and interest thereon and under any covenants of this Ordinance for reserve, sinking or other funds and accounts and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Ordinance shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver, in the performance of the powers hereinabove conferred upon him, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby and a successor receiver appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and the Registered Owner of the Note issued pursuant to this Ordinance. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the possession, operation and maintenance of the System, for the sole purpose of the protection of both the Issuer and the Registered Owner of the Series 2024 Note, and the curing and making good of any default under the provisions of this Ordinance, and the title to and ownership of said System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, mortgage or otherwise dispose of any assets of the System.

Section 7.04. Restoration of Issuer and Registered Owner. In case any Registered Owner shall have proceeded to enforce any right under this Ordinance by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and such Registered Owner shall be restored to their former positions and rights hereunder, and all rights and remedies of such Registered Owner shall continue as if no such proceedings had been taken.

ARTICLE VIII
REGISTRAR, PAYING AGENT AND DEPOSITORY BANK

Section 8.01. Appointment of Registrar, Paying Agent and Depository Bank. The Registrar, Paying Agent and Depository Bank for the Series 2024 Note shall be appointed pursuant to the Supplemental Resolution.

Section 8.02. Responsibilities of Registrar, Paying Agent and Depository Bank. The recitals of fact in the Series 2024 Note shall be taken as statements of the Issuer, and the Registrar, Paying Agent and Depository Bank shall not be responsible for their accuracy. The Registrar, Paying Agent and Depository Bank shall not be deemed to make any representation as to, and shall not incur any liability on account of, the validity of the execution of the Series 2024 Note by the Issuer. Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its Certificate of Authentication on the Series 2024 Note. The Registrar, Paying Agent and Depository Bank and any successor thereto shall agree to perform all the duties and responsibilities spelled out in this Ordinance and any other duties and responsibilities incident thereto, all as provided by said agreement described in Section 8.01.

Section 8.03. Evidence on Which Registrar, Paying Agent and Depository Bank May Act. Except as otherwise provided by Section 10.02, the Registrar, Paying Agent and Depository Bank shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion or other document believed by them to be genuine and to have been signed or presented by the proper party or parties. Whenever any Fiduciary shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action, such fact or matter, unless other evidence is specifically prescribed, may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Issuer, but in its discretion such Fiduciary may instead accept other evidence of such fact or matter.

Section 8.04. Compensation and Expenses. The Issuer shall pay to the Registrar, Paying Agent and Depository Bank from time to time reasonable compensation for all services, including the transfer of registration of Series 2024 Note, the first exchange of the Series 2024 Note and the exchange of Series 2024 Note in the event of partial redemption, incurred in the performance of their duties hereunder.

Section 8.05. Resignation of Registrar. The Registrar may at any time resign and be discharged of its duties and obligations under this Ordinance by giving not less than 60 days' written notice to the Issuer. Such resignation shall take effect upon the day specified in such notice unless a successor shall have been previously appointed by the Issuer or noteholders, in which event such resignation shall take effect immediately.

Section 8.06. Removal. The Registrar may be removed at any time by the Issuer or by the Registered Owner of the Series 2024 Note by an instrument in writing signed and duly acknowledged by the Issuer or by such Registered Owner or their attorneys duly authorized in writing and delivered to the Issuer, as the case may be. Copies of each such instrument shall be delivered by the Issuer to the Registrar.

Section 8.07. Appointment of Successor. In case at any time the Registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a

receiver, liquidator or conservator of the Registrar or of its property shall be appointed, or if any public officer or court shall take charge or control of the Registrar or of its property or affairs, a successor may be appointed by the Registered Owner of a the Series 2024 Note by an instrument or concurrent instruments in writing signed by such Registered Owner or its attorney duly authorized in writing and delivered to the Issuer and such successor Registrar, notification thereof being given to the predecessor Registrar. Pending such appointment, the Issuer shall forthwith appoint a Registrar to fill such vacancy until a successor Registrar shall be appointed by such Registered Owner. Any successor Registrar appointed by the Issuer shall, immediately and without further act, be superseded by a Registrar appointed by such Registered Owner. If in a proper case no appointment of a successor Registrar shall be made within 45 days after the Registrar shall have given to the Issuer written notice of resignation or after the occurrence of any other event requiring such appointment, the Registrar or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Any Registrar appointed under the provisions of this section shall be a bank, Trust Company or national banking association authorized to perform the duties imposed upon it by this Ordinance.

In case at any time the Paying Agent shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Paying Agent or of its property shall be appointed, or if any public officer or court shall take charge or control of the Paying Agent or of its property or affairs, a successor may be appointed by the Registered Owner of a the Series 2024 Note by an instrument or concurrent instruments in writing signed by such Registered Owner or its attorney duly authorized in writing and delivered to the Issuer and such successor Paying Agent, notification thereof being given to the predecessor Paying Agent. Pending such appointment, the Issuer shall forthwith appoint a Paying Agent to fill such vacancy until a successor Paying Agent shall be appointed by such Registered Owner. Any successor Paying Agent appointed by the Issuer shall, immediately and without further act, be superseded by a Paying Agent appointed by such Registered Owner. If in a proper case no appointment of a successor Paying Agent shall be made within 45 days after the Paying Agent shall have given to the Issuer written notice of resignation or after the occurrence of any other event requiring such appointment, the Paying Agent or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Any Paying Agent appointed under the provisions of this section shall be a bank, Trust Company or national banking association authorized to perform the duties imposed upon it by this Ordinance.

Section 8.08. Transfer of Rights and Property to Successor. Any predecessor Registrar or Paying Agent shall pay over, assign and deliver any moneys, books and records held by it and relating to the Series 2024 Note to its successor.

Section 8.09. Merger or Consolidation. Any company into which the Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Registrar or any public officer or court may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Registrar without the execution or filing of any paper or the performance of any further act; provided, however, that such company shall be a bank, Trust Company or national banking association meeting the requirements set forth in Section 8.07.

Section 8.10. Adoption of Authentication. In case of the Series 2024 Note shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate of Authentication and Registration executed by any predecessor Registrar and deliver the Series 2024 Note so authenticated,

and, in case the Series 2024 Note shall have been prepared but not authenticated, any successor Registrar may authenticate such Series 2024 Note in the name of the predecessor Registrar or in its own name.

ARTICLE IX **DEFEASANCE; DISCHARGE OF PLEDGE OF ORDINANCE**

Section 9.01. Defeasance; Discharge of Pledge of Ordinance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owner of the Series 2024 Note the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, then this Ordinance and the pledges of the moneys and securities pledged hereunder, and all covenants, agreements and other obligations of the Issuer on behalf of the Registered Owner of the Series 2024 Note made hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

ARTICLE X **MISCELLANEOUS**

Section 10.01. Amendment of Ordinance. This Ordinance and any Supplemental Resolution may be amended or modified without the consent of Registered Owner or any other person, solely for the purpose of maintaining the tax-exempt status of the Series 2024 Note. Otherwise, no materially adverse amendment or modification to this Ordinance, or of any Supplemental Resolution, may be made without the written consent of the Registered Owner, or its authorized representative, of the Series 2024 Note, before any such modification or amendment may be made. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter the terms of payment of the principal of or interest on, the Series 2024 Note without the express written consent of the Registered Owner of the Series 2024 Note.

Section 10.02. Evidence of Signatures of Registered Owner and Ownership of Series 2024 Note. Any request, consent, revocation of consent or other instrument which this Ordinance may require or permit to be signed and executed by the Registered Owner of the Series 2024 Note shall be signed or executed by such Registered Owner in person, by his attorney duly authorized in writing or his authorized representative. Proof of the execution of any such instrument, or of an instrument appointing or authorizing any such attorney or authorized representative, shall be sufficient for any purpose of this Ordinance if made in the following manner, or in any other manner satisfactory to the Issuer or the Registrar, as the case may be, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

A. The fact and date of the execution by the Registered Owner, his attorney or authorized representative of any such instrument may be proved (i) by the certificate of a notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act that the person signing such instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution, duly sworn to before such a notary public or other officer or (ii) by the certificate, which need not be acknowledged or verified, of an officer of a bank, a Trust Company or a financial firm or corporation satisfactory to the Issuer or the Registrar, as the case may be, that the person signing such instrument acknowledged to such bank, Trust Company, firm or corporation the execution thereof.

B. The authority of a person or persons to execute any such instrument on behalf of the Registered Owner may be established without further proof if such instrument is signed by a person purporting to be the president or treasurer or a vice-president or an assistant treasurer of such corporation with a corporate seal affixed, and is attested by a person purporting to be its City Clerk or assistant City Clerk.

Any request, consent or other instrument executed by the Registered Owner of the Series 2024 Note shall bind any future Registered Owner of the Series 2024 Note in respect of anything done or suffered to be done hereunder by the Issuer or the Registrar in accordance therewith.

Section 10.03. Preservation and Inspection of Documents. To the extent allowable under law, all reports, certificates, statements and other documents received by the Registrar under the provisions of this Ordinance shall be retained in its possession and shall be available at all reasonable times for the inspection of the Issuer or any Registered Owner, and their agents and their representatives, but any such reports, certificates, statements or other documents may, at the election of the Registrar, be destroyed or otherwise disposed of at any time after such date as the pledge created by this Ordinance shall be discharged as provided in Section 9.01.

Section 10.04. Cancellation of Series 2024 Note. If the Series 2024 Note is purchased or paid in full it shall, if surrendered to the Issuer, be canceled and delivered to the Registrar, or, if surrendered to the Registrar, be canceled by it. The Series 2024 Note shall not be deemed outstanding under this Ordinance, nor shall a Series 2024 Note shall be issued in lieu thereof. The Series 2024 Note shall be canceled and upon order of the Issuer shall be destroyed, and a certificate evidencing such destruction shall be delivered to the Issuer.

Section 10.05. Failure to Present Series 2024 Note. Anything in this Ordinance to the contrary notwithstanding, any moneys held by the Commission or a Paying Agent in trust for the payment and discharge of the Series 2024 Note which remains unclaimed for 1 year after the date on which the Series 2024 Note has become due and payable, whether by maturity or upon call for redemption, shall at the written request of the Issuer be paid by the Commission or said Paying Agent to the Issuer as its absolute property and free from trust, and the Commission or said Paying Agent shall thereupon be released and discharged with respect thereto, and the Registered Owner of the Series 2024 Note shall look only to the Issuer for the payment of such Series 2024 Note; provided, however, that, before making any such payment to the Issuer, the Registrar, if so advised by the Commission, or said Paying Agent shall send to the Registered Owner, at the address listed on the Bond Register, by certified mail, a notice that such moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of such notice is mailed, the balance of such moneys then unclaimed will be returned to the Issuer.

Section 10.06. Notices, Demands and Requests. Unless otherwise expressly provided, all notices, demands and requests to be given or made hereunder to or by the Issuer, the Registrar, the Depository Bank, or the Lender shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows or if hand-delivered to the individual to whom such notice, demand or request is required to be directed as indicated below:

ISSUER:

The City of Huntington
P.O. Box 1659

Huntington, West Virginia 25717
Attention: Mayor

PAYING AGENT:

West Virginia Municipal Bond Commission
900 Pennsylvania Avenue
Suite 1117
Charleston, West Virginia 25301
Attention: Executive Director

REGISTRAR:

[Name and address to be set forth in the Supplemental Resolution]

DEPOSITORY BANK:

[Name and address to be set forth in the Supplemental Resolution]

Any party listed above may change such address listed for it at any time upon written notice of change sent by United States mail, postage prepaid, to the other parties.

Section 10.07. No Personal Liability. No member of the Governing Body or officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest on any Series 2024 Note, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Ordinance.

Section 10.08. Law Applicable. The laws of the State shall govern the construction of this Ordinance and of all Series 2024 Note issued hereunder.

Section 10.09. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Issuer, the Registrar, the Paying Agent and the Registered Owner of the Series 2024 Note any right, remedy or claim under or by reason of this Ordinance. All the covenants, stipulations, promises and agreements contained in this Ordinance by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Registrar, the Paying Agent, and the Registered Owner of the Series 2024 Note.

Section 10.10. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Ordinance.

Section 10.11. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 10.12. Conflicting Provisions Repealed. All orders, resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, provided however, that the Prior Ordinances shall remain in full force and effect so long as any of the Prior Bonds are outstanding.

Section 10.13. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, City Clerk and members of the Governing Body were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 10.14. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in *The Herald-Dispatch*, a newspaper published and of general circulation in The City of Huntington, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2024 A Note, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

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Section 10.15. Effective Date. This Ordinance shall take effect immediately following public hearing hereon.

Passed on First Reading: August 26, 2024

Passed on Second Reading: September 9, 2024

Passed on Final Reading
Following Public Hearing: September 23, 2024

THE CITY OF HUNTINGTON



Mayor

EXHIBIT A
FORM OF SERIES 2024 NOTE

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF HUNTINGTON (WEST VIRGINIA)
SEWER REVENUE BOND ANTICIPATION NOTE, SERIES 2024 (TAX EXEMPT)

INTEREST RATE

MATURITY DATE

NOTE DATE

_____, 20____, 2024

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON, a municipality organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, but only from the special funds provided therefore, as hereinafter set forth, to _____ (the "Registered Owner"), on _____, 20____, or upon issuance of revenue bonds or other obligations of the Issuer issued subsequent to the issuance of the Series 2024 Note, whichever shall occur earlier. The interest on this Note shall be at the rate of ____% per annum, payable [semiannually] on the 1st day of each _____ and _____, commencing _____ 1, 20____. The entire outstanding principal balance of this Note and all interest accrued hereon shall be payable in full on _____ 1, 20____, or upon the issuance of revenue bonds or other obligations of the Issuer issued subsequent to the issuance of the Series 2024 Note, whichever shall occur earlier.

Interest accruing on this Note and the principal thereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner or, at the option of the Registered Owner, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner, or by other mutually agreeable method. The Series 2024 Note shall be payable as to principal and interest in any coin or currency which on the date of payment of principal and/or interest is legal tender for the payment of public and private debts under the laws of the United States of America. The Registered Owner of this Note shall not be required to surrender the Series 2024 Note in order to receive payments of principal and interest during the term of the Series 2024 Note, including without limitation, upon maturity.

The proceeds of this "Sewer Revenue Bond Anticipation Note, Series 2024 " (the "Note") are to be used (i) to temporarily pay the costs of acquisition and construction of the Project as defined in the Ordinance, and (ii) to pay certain costs of issuance of the Series 2024 Note and related costs.

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Act"), and an Ordinance duly enacted by the Issuer on September 23, 2024, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on _____, 2024 (hereinafter collectively referred to as the "Bond Legislation"), and is subject to all the terms and conditions of said Bond Legislation.

THIS NOTE IS ISSUED JUNIOR AND SUBORDINATE WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL REPECTS TO THE ISSUER'S:

(I) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE "SERIES 2010 A BONDS");

(V) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE "SERIES 2010 B BONDS");

(VII) SEWER REVENUE BONDS, SERIES 2015 A (TAX-EXEMPT), DATED MARCH 26, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,630,000 (THE "SERIES 2015 A BONDS"); AND

(VIII) SEWER REFUNDING REVENUE BONDS, SERIES 2022 A, DATED NOVEMBER 30, 2022, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$6,170,000 (THE "SERIES 2022 A BONDS"), (COLLECTIVELY, THE "PRIOR BONDS").

THE PAYMENT OF PRINCIPAL OF AND INTEREST ON THIS NOTE IS PAYABLE SOLELY FROM AND SECURED BY THE PROCEEDS OF REVENUE BONDS OR OTHER OBLIGATIONS ISSUED FOR THE EXPRESS PURPOSE OF PERMANENTLY FINANCING THE PROJECT SUBSEQUENT TO THE ISSUANCE OF THE NOTE AND SURPLUS REVENUES OF THE SYSTEM. THE ISSUER MAY ISSUE ADDITIONAL PARITY BONDS TO FINANCE ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SYSTEM WHICH ARE NOT PART OF THE PROJECT OR TO REFINANCE PRIOR BONDS OR ADDITIONAL PARITY BONDS WHILE THE NOTE IS OUTSTANDING WITHOUT THE CONSENT OF THE HOLDER OF THE NOTE.

This Note is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

[This Note has been designated a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(b) of the Internal Revenue Code of 1986, as amended.]

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 Note have

existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia.

This Note shall not be entitled to any benefit under the Bond Legislation, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON has caused this Note to be signed by its Mayor and, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Note to be dated as of the Date specified above.

[SEAL]

Mayor

ATTEST:

City Clerk

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Note is the fully registered Note described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Note.

Dated: _____, 2024.

_____,
as Registrar

By _____
Its Authorized Officer

(Form of)

ASSIGNMENT TO SUCCESSOR CORPORATION

Social Security or Other Identifying Number of Assignee _____

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers unto its corporate successor,

_____ the within Note and
does hereby irrevocably constitute and appoint

_____ to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____, 20____.

SIGNATURE GUARANTEED:

(Bank, Trust Company or Firm)

(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment to Corporate Successor must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or any change whatever.

CERTIFICATION

Certified a true, correct and complete copy of an Ordinance duly enacted by THE CITY OF HUNTINGTON on September 23, 2024 which Ordinance has not been repealed, rescinded, modified, amended or revoked.

Dated: September 23, 2024.

[SEAL]


City Clerk

2. Supp. Parameters Resolution

The City of Huntington
Sewer Revenue Bond Anticipation Note, Series 2024 (Tax Exempt)

SUPPLEMENTAL PARAMETERS RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING PARAMETERS AS TO THE PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES AND OTHER TERMS OF THE SEWER REVENUE BOND ANTICIPATION NOTE, SERIES 2024 (TAX EXEMPT) OF THE CITY OF HUNTINGTON; AUTHORIZING AND APPROVING THE SALE AND DELIVERY OF SUCH NOTE PURSUANT TO A REQUEST FOR PROPOSALS; APPOINTING A REGISTRAR AND PAYING AGENT FOR SUCH NOTE; AND MAKING OTHER PROVISIONS AS TO THE NOTE.

WHEREAS, the Council (the “Governing Body”) of The City of Huntington (the “Issuer”) has duly enacted and officially adopted on October 28, 2024, an Ordinance (the “Ordinance”) entitled:

ORDINANCE AUTHORIZING THE ACQUISITION OF IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWERAGE SYSTEM AND TEMPORARILY FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF THE SEWER REVENUE BOND ANTICIPATION NOTE, SERIES 2024 (TAX EXEMPT) OF THE CITY OF HUNTINGTON IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$5,000,000; PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNER OF SUCH NOTE; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, A TAX COMPLIANCE POLICY AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH NOTE AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Ordinance provides for the issuance by the Issuer of its Sewer Revenue Bond Anticipation Note, Series 2024 (Tax Exempt) in an aggregate principal amount not to exceed \$5,000,000 (the “Series 2024 Note” or “Note”) in accordance with Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the “Act”);

WHEREAS, the Ordinance further provided that the exact date, amount, maturity, interest rate, redemption provisions, purchase price and other terms of the Series 2024 Note should be established by Supplemental Resolution and/or a Certificate of Determinations, that a Registrar, Paying Agent and Depository Bank be designated, that a Registrar Agreement, and a Tax Compliance Policy be approved and that other matters pertaining to the Series 2024 Note be provided for by a Supplemental Resolution of the Governing Body and/or a Certificate of Determinations, and that additional covenants and provisions relating to the Series 2024 Note be provided therein;

WHEREAS, the Series 2024 Note is proposed to be sold to Ohio Valley Bank pursuant to a request for proposals by the City;

WHEREAS, the Governing Body desires to adopt a tax compliance policy (the "Tax Compliance Policy") with respect to the Series 2024 Note; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental parameters resolution (the "Supplemental Parameters Resolution") be adopted, that the Tax Compliance Policy, and the Registrar Agreement hereinafter provided for be approved by the Issuer, that the Mayor be authorized to execute the Certificate of Determinations within the parameters hereby approved by the Governing Body, and that other matters relating to the Note be herein provided for all in accordance with the Ordinance;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HUNTINGTON:

Section 1. For the purposes of (i) temporarily financing the cost of acquisition and construction of the Project, and (ii) paying costs of issuance of the Series 2024 Note and related costs, the Governing Body of the Issuer hereby authorizes and orders the issuance of the Series 2024 Note in an aggregate principal amount of \$5,000,000.

Section 2. Pursuant to the Ordinance and the Act, this Supplemental Parameters Resolution is adopted and there are hereby authorized and ordered to be issued the Series 2024 Note. The Series 2024 Note shall be issued as a single note in the aggregate principal amount of \$5,000,000, bear interest at a rate not to exceed 3.94% shall be dated such date, upon original issuance, shall mature in such principal amounts on such dates, not to exceed five years, shall be subject to such redemption provisions, all as shall subsequently be approved by the Mayor pursuant to the execution and delivery by the Mayor of a Certificate of Determinations with respect to the Series 2024 Note, the form of which is attached hereto as EXHIBIT A and approved hereby (the "Certificate of Determinations"); and shall be substantially in the form set forth in the Ordinance, provided however, that the specific terms of the Series 2024 Note shall be as determined, and approved, by the Mayor at the time of the execution of the Certificate of Determinations. All other provisions relating to the Series 2024 Note shall be as provided in the Ordinance or by the Mayor in the Certificate of Determinations.

Section 3. Proceeds of the Note shall be expended solely for the purposes set forth in the Ordinance. The Sanitary Board is authorized to review and approve all expenditures.

Section 4. The firm of Steptoe & Johnson PLLC, Charleston, West Virginia, is hereby appointed bond counsel to the Issuer in connection with the issuance of the Note. The Tax

Compliance Policy prepared by Steptoe & Johnson PLLC with respect to the Series 2024 Note is hereby adopted and approved.

Section 5. The Issuer hereby appoints and designates the West Virginia Municipal Bond Commission, Charleston, West Virginia, as the Paying Agent for the Series 2024 Note.

Section 6. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates, required or desirable in connection with the Note to the end that the Note may be delivered on a timely basis to the Lender.

Section 7. The issuance of the Series 2024 Note is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 8. The Issuer hereby covenants and agrees that it will not permit at any time or times any of the proceeds of the Series 2024 Note or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any of the Series 2024 Note or Prior Bonds to be an "arbitrage bond" as defined in Section 148 of the Code, and the regulations promulgated pursuant thereto. The Mayor of the Issuer is authorized and directed to execute and deliver such further instruments or agreements as shall be required to provide further assurances of the Issuer's compliance with this covenant.

Section 9. The Mayor and City Clerk, and all other appropriate officers and employees of the Issuer are hereby authorized, empowered and directed to do any and all things proper and necessary to cause the Series 2024 Note to be duly and properly issued by the Issuer and delivered to the Lender as herein authorized and to otherwise facilitate the transaction contemplated by this Supplemental Parameters Resolution, and no further authority shall be necessary to authorize any such officers or employees to give such further assurance and do such further acts as may be legally required.

Section 10. This Supplemental Parameters Resolution shall be effective immediately following adoption hereof.

Adopted this 12th day of November, 2024.

THE CITY OF HUNTINGTON

By: _____
Its: Mayor

A handwritten signature in blue ink, appearing to read "Steve Zellmer", is written over a horizontal line.

SUPPLEMENTAL PARAMETERS RESOLUTION - EXHIBIT A

FORM OF CERTIFICATE OF DETERMINATIONS

The City of Huntington
Sewer Revenue Bond Anticipation Note, Series 2024 (Tax Exempt)

CERTIFICATE OF DETERMINATIONS

The undersigned, Steve Williams, Mayor of The City of Huntington (the "Issuer"), in accordance with the Supplemental Parameters Resolution adopted by the Governing Body of the Issuer on November 12, 2024 (the "Supplemental Parameters Resolution"), with respect to the Issuer's Sewer Revenue Bond Anticipation Note, Series 2024 (Tax Exempt) (the "Series 2024 Note"), hereby finds and determines this ____ day of _____, 2024 as follows:

1. The Series 2024 Note shall be sold to Ohio Valley Bank (the "Lender"), pursuant to the terms of the Lender's commitment letter dated _____, 2024 at an aggregate purchase price of \$5,000,000.
2. The Issuer hereby appoints and designates Ohio Valley Bank, Barboursville, West Virginia, as the Registrar.
3. The Series 2024 Note shall be issued in the aggregate principal amount of \$5,000,000. The interest rate on the Series 2024 Note does not exceed 3.94%, being the maximum interest rate authorized by the Supplemental Parameters Resolution
4. The Series 2024 Note shall be dated _____, 2024. The interest on this Note shall be at the rate of 3.94% per annum, payable monthly on the ____ day of each month, commencing _____, 20____. The entire outstanding principal balance of this Note and all interest accrued hereon shall be payable in full on _____, 20____, or upon the issuance of revenue bonds or other obligations of the Issuer issued subsequent to the issuance of the Notes.
5. United Bank, Huntington, West Virginia is designated as Depository Bank for the Series 2024 Note.
6. The undersigned hereby certifies that the foregoing terms and conditions of the Series 2024 Note are within the parameters prescribed by the Supplemental Parameters Resolution, and the Series 2024 Note may be issued with such terms and conditions as authorized by the Supplemental Parameters Resolution.

CERTIFICATION

Certified a true copy of a Supplemental Parameters Resolution duly adopted by the Governing Body of THE CITY OF HUNTINGTON on November 12, 2024, which Supplemental Parameters Resolution has not been repealed, rescinded, modified, amended or revoked, as of the date hereof.

Dated: 12-17, 2024.

[SEAL]

By: Barbara Miller
City Clerk

3. Certificate of Determinations

\$5,000,000

The City of Huntington
Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt)

CERTIFICATE OF DETERMINATIONS

The undersigned, Steve Williams, Mayor of The City of Huntington (the “Issuer”), in accordance with the Supplemental Parameters Resolution adopted by the Governing Body of the Issuer on November 12, 2024 (the “Supplemental Parameters Resolution”), with respect to the Issuer’s Sewer Revenue Bond Anticipation Note, Series 2024 (Tax Exempt) (the “Series 2024 Note”), hereby finds and determines this 1st day of November, 2024 as follows:

1. The Series 2024 Note shall be sold to Ohio Valley Bank (the “Lender”), pursuant to the terms of the Lender's commitment letter dated November 1, 2024 at an aggregate purchase price of \$5,000,000.

2. The Issuer hereby appoints and designates Ohio Valley Bank, Barboursville, West Virginia, as the Registrar.

3. The Series 2024 Note shall be issued in the aggregate principal amount of \$5,000,000. The interest rate on the Series 2024 Note does not exceed 10.00%, being the maximum interest rate authorized by the Supplemental Parameters Resolution

4. The Series 2024 Note shall be dated December 20, 2024. The interest on this Note shall be at the fixed rate of 3.94% per annum, payable quarterly on the 1st day of each March, June, September and December, commencing March 1, 2025. The entire outstanding principal balance of this Note, together with any interest accrued but not yet paid hereon, shall be payable in full on December 20, 2027, or upon the issuance of revenue bonds or other obligations of the Issuer issued subsequent to the issuance of the Series 2024 Note.

5. United Bank, Huntington, West Virginia, is designated as Depository Bank for the Series 2024 Note.

6. The undersigned hereby certifies that the foregoing terms and conditions of the Series 2024 Note are within the parameters prescribed by the Supplemental Parameters Resolution, and the Series 2024 Note may be issued with such terms and conditions as authorized by the Supplemental Parameters Resolution.

WITNESS my signature as of the day and year first written above.

THE CITY OF HUNTINGTON

By: _____
Its: Mayor

4. Cross-Receipt

\$5,000,000

The City of Huntington
Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt)

CROSS RECEIPT

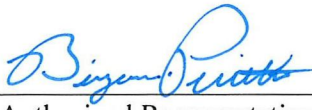
On this 20th day of December, 2024, the undersigned authorized representative of Ohio Valley Bank, with its principal office in Gallipolis, Ohio, and a branch office in Barboursville, West Virginia (the "Lender"), and the undersigned Mayor of The City of Huntington (the "Issuer"), hereby certify as follows:

1. On December 20, 2024, at Huntington, West Virginia, the Lender received The City of Huntington Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt), No. R-1, issued in the principal amount of \$5,000,000 (the "Series 2024 Note"), dated December 20, 2024. The Series 2024 Note represents the entire above-captioned issue.
2. At the time of such receipt, the Series 2024 Note had been executed and sealed by the designated officials of the Issuer.
3. The Issuer has received and hereby acknowledges receipt from the Lender of the sum of \$5,000,000, being the total principal amount of the Series 2024 Note.

[Remainder of Page Intentionally Blank]

WITNESS our respective signatures dated as of the day and year first written above.

OHIO VALLEY BANK

By: 
Its: Authorized Representative

THE CITY OF HUNTINGTON

By: 
Its: Mayor

5.Direction to Authenticate and Deliver Note

\$5,000,000

The City of Huntington
Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt)

DIRECTION TO AUTHENTICATE AND DELIVER SERIES 2024 NOTE

Ohio Valley Bank,
as Registrar
Barboursville, West Virginia

Ladies and Gentlemen:

There is delivered to you herewith on this 20th day of December, 2024:

1. Note No. R-1, constituting the entire original issue of The City of Huntington Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt), dated December 20, 2024, in the principal amount of \$5,000,000 (the "Series 2024 Note") executed by the Mayor and the City Clerk of The City of Huntington (the "Issuer") and bearing the official seal of the Issuer. The Series 2024 Note is authorized to be issued under and pursuant to an Ordinance enacted by the Issuer on September 23, 2024 and a Supplemental Resolution adopted by the Issuer on November 12, 2024 (collectively, the "Note Legislation").

2. A copy of the Note Legislation duly certified by the City Clerk.

3. Signed, unqualified approving opinion of nationally recognized bond counsel designated by the Issuer and acceptable to the Lender.

You are hereby requested and authorized to deliver the Series 2024 Note to Ohio Valley Bank (the "Lender") upon payment to the Issuer of the sum of \$5,000,000, representing the entire principal amount of the Series 2024 Note. Prior to such delivery of the Series 2024 Note, you will please cause the Series 2024 Note to be authenticated and registered by an authorized officer, as Registrar, in accordance with the forms of Certificate of Authentication and Registration thereon.

[Remainder of Page Intentionally Blank]

Dated this as of the day and year first written above.

THE CITY OF HUNTINGTON

By: 
Its Mayor

6. Specimen Note

SPECIMEN

No. R-1

\$5,000,000.00

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF HUNTINGTON (WEST VIRGINIA)
SEWER REVENUE BOND ANTICIPATION NOTE, SERIES 2024 (TAX-EXEMPT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>NOTE DATE</u>
3.94% per annum, fixed	December 20, 2027	December 20, 2024
REGISTERED OWNER:	OHIO VALLEY BANK	
PRINCIPAL AMOUNT:	FIVE MILLION DOLLARS and 00/100 cents (\$5,000,000.00)	

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF HUNTINGTON, a municipality organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, but only from the special funds provided therefore, as hereinafter set forth, to OHIO VALLEY BANK (the "Registered Owner"), on December 20, 2027, or upon issuance of revenue bonds or other obligations of the Issuer issued subsequent to the issuance of the Series 2024 Note, whichever shall occur earlier, the sum of FIVE MILLION DOLLARS (\$5,000,000). The interest on this Note shall be at the rate of 3.94% per annum, calculated on the basis of a 30/360 day-year, payable quarterly on each March 1, June 1, September 1 and December 1, commencing March 1, 2025, as set forth in the debt service schedule for this Note attached hereto as Exhibit A. The entire outstanding principal of this Note, and all interest accrued hereon (not previously so paid), shall be payable in full on December 20, 2027, or upon the issuance of revenue bonds or other obligations of the Issuer issued subsequent to the issuance of this Note, whichever shall occur earlier.

This Note is subject to redemption prior to maturity at the option of the Issuer, in whole or in part, at any time, at a redemption price of 100% of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption.

Unless waived by the Registered Owner hereof, notice of redemption shall be given by the Registrar on behalf of the Issuer by mailing a notice of redemption to the Registered Owner at least ten (10) days prior to the date fixed for redemption. Failure to give or receive such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of this Note.

Interest accruing on this Note and the principal thereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner or, at the option of the Registered Owner, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner, or by other mutually agreeable method. This Note shall be payable as to principal and interest in any coin or currency which on the date of payment of principal and/or interest is legal tender for the payment of public and private debts under the laws of the United States of America. The Registered Owner of this

Note shall not be required to surrender this Note in order to receive payments of principal and interest during the term of this Note, including without limitation, upon maturity.

The proceeds of this "The City of Huntington (West Virginia), Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt)" (this "Note") are to be used (i) to temporarily pay the costs of acquisition and construction of the Project as defined in the Ordinance, and (ii) to pay certain costs of issuance of this Note and related costs.

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Act"), and an Ordinance duly enacted by the Issuer on September 23, 2024, and supplemented by a Supplemental Parameters Resolution adopted by the Issuer on November 12, 2024 (hereinafter collectively referred to as the "Bond Legislation"), and is subject to all the terms and conditions of said Bond Legislation.

THIS NOTE IS ISSUED JUNIOR AND SUBORDINATE WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL REPECTS TO THE ISSUER'S:

(I) SEWER REVENUE BONDS, SERIES 2010 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 12, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,022,945 (THE "SERIES 2010 A BONDS");

(II) SEWER REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM), DATED NOVEMBER 10, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,622,055 (THE "SERIES 2010 B BONDS");

(III) SEWER REVENUE BONDS, SERIES 2015 A (TAX-EXEMPT), DATED MARCH 26, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,630,000 (THE "SERIES 2015 A BONDS"); AND

(IV) SEWER REFUNDING REVENUE BONDS, SERIES 2022 A, DATED NOVEMBER 30, 2022, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$6,170,000 (THE "SERIES 2022 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

THE PAYMENT OF PRINCIPAL OF AND INTEREST ON THIS NOTE IS PAYABLE SOLELY FROM AND SECURED BY THE PROCEEDS OF REVENUE BONDS OR OTHER OBLIGATIONS ISSUED FOR THE EXPRESS PURPOSE OF PERMANENTLY FINANCING THE PROJECT SUBSEQUENT TO THE ISSUANCE OF THIS NOTE, AND SURPLUS REVENUES OF THE SYSTEM. THE ISSUER MAY ISSUE ADDITIONAL PARITY BONDS TO FINANCE ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SYSTEM WHICH ARE NOT PART OF THE PROJECT OR TO REFINANCE PRIOR BONDS OR ADDITIONAL PARITY BONDS WHILE THIS NOTE IS OUTSTANDING WITHOUT THE CONSENT OF THE HOLDER OF THIS NOTE.

This Note is, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

This Note has NOT been designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(b) of the Internal Revenue Code of 1986, as amended.

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 Note have existed, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other obligations of said Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia.

This Note shall not be entitled to any benefit under the Bond Legislation, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, THE CITY OF HUNTINGTON has caused this Note to be signed by its Mayor and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Note to be dated as of the date specified above.

[SEAL]



Mayor

ATTEST:



City Clerk

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Note is the fully registered Note described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for such Note.

Dated: December 20, 2024.

OHIO VALLEY BANK
as Registrar

By


Its Authorized Officer

(Form of)

ASSIGNMENT TO SUCCESSOR CORPORATION

Social Security or Other Identifying Number of Assignee _____

FOR VALUE RECEIVED, the undersigned hereby assigns and transfers unto its corporate successor,

_____ the within Note and
does hereby irrevocably constitute and appoint

to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____, 20____.

SIGNATURE GUARANTEED:

(Bank, Trust Company or Firm)

(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment to Corporate Successor must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or any change whatever.

TEXT OF OPINION OF BOND COUNSEL

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by The City of Huntington (the "Issuer") of its \$5,000,000, principal amount, Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt) (the "Note"), dated the date hereof.

The Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an Ordinance duly enacted by the Issuer on September 23, 2024, as supplemented by a Supplemental Resolution duly adopted by the Issuer on November 12, 2024, and Certificate of Determinations dated December 20, 2024 (collectively, the "Note Legislation"), and is subject to all the terms and conditions of the Note Legislation. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Note Legislation when used herein.

The Note is originally issued in the form of one note, numbered R-1, in fully registered form and bears interest at the rate of 3.94% per annum, the principal amount thereof being payable at maturity, or earlier prepayment thereof.

The Note may be prepaid in whole or in part, on any date, with no prepayment premium.

The Note is issued for the purposes of (i) temporarily financing the cost of the Project; and (ii) paying the costs of issuance of the Note and related costs.

The Note has been sold to Ohio Valley Bank, Barboursville, West Virginia (the "Lender"), pursuant to a commitment letter dated November 1, 2024.

We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the Note Legislation and in the certified proceedings and other certifications of certain public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, and assuming compliance with the covenants of the Issuer pertaining to tax matters set forth in the Note Legislation and in certain certificates delivered in connection with the issuance of the Note, we are of the opinion, under existing law, that:

1. The Issuer is a duly created and validly existing municipality under and pursuant to the laws of the State of West Virginia, with full power and authority to enact and adopt the Note Legislation and to issue and sell the Note, all under the provisions of the Act and other applicable provisions of law.

2. The Note Legislation has been duly enacted and adopted by the Issuer, is in full force and effect as of the date hereof and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The Note has been duly authorized, issued, executed and delivered by the Issuer to the Lender and is a valid, legally enforceable and binding special obligation of the Issuer, payable only from and secured by a first lien on Surplus Revenues of the Issuer, and the proceeds of revenue bonds or other obligations of the Issuer to be issued subsequent to the issuance of the Note for the purpose of permanently financing the costs of the Project.

4. The Issuer has outstanding: (i) Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), dated January 12, 2010, issued in the original aggregate principal amount of \$4,022,945; (ii) Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program), dated November 10, 2010, issued in the original aggregate principal amount of \$2,622,055; (iii) Sewer Revenue Bonds, Series 2015 A (Tax-Exempt), dated March 26, 2015, issued in the original aggregate principal amount of \$5,630,000; and (iv) Sewer Refunding Revenue Bonds, Series 2022 A, dated November 30, 2022, issued in the original aggregate principal amount of \$6,170,000 (collectively, the "Prior Bonds"). The Prior Bonds are payable from and secured by the Net Revenues of the System. The Note has no lien on the Net Revenues or Gross Revenues of the System.

5. Under existing law, assuming continuing compliance with certain covenants and the accuracy of certain representations contained in the Tax Certificate, the interest on the Note is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not an item of tax preference for purposes of the alternative minimum tax on individuals; however, with respect to certain corporations, interest on the Note is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. In rendering our opinion, we have relied upon certain representations, certifications of fact and statements of reasonable expectation made by the Issuer in connection with the Note, and we have assumed compliance by the Issuer with certain ongoing covenants to comply with the applicable requirements of the Code to assure the exclusion of interest on the Note from gross income under Section 103 of the Code. We express no opinion regarding other federal tax consequences arising with respect to the Note.

6. Under the Act, the Note, together with the interest and income therefrom, is exempt from all State of West Virginia income taxes, whether imposed on individuals, corporations or other persons, from State of West Virginia business franchise taxes and from ad valorem property taxes.

It is to be understood that the rights of the holders of the Note and the enforceability of liens, pledges, rights or remedies with respect to the Note and the Note Legislation may be subject to and limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws heretofore or hereafter enacted affecting creditors' rights or remedies generally, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We have examined the executed and authenticated Note No. R-1 of said issue, and in our opinion, said Note is in proper form and has been duly executed and authenticated.

Very truly yours,

STEPTOE & JOHNSON PLLC

EXHIBIT A

The City of Huntington
Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt)

DEBT SERVICE SCHEDULE*

DATE	INTEREST	PRINCIPAL	TOTAL
3/01/25	\$39,400.00	.00	\$39,400.00
6/01/25	49,250.00	.00	49,250.00
9/01/25	49,250.00	.00	49,250.00
12/01/25	49,250.00	.00	49,250.00
CALENDAR YEAR 2025	187,150.00	.00	187,150.00
3/01/26	49,250.00	.00	49,250.00
6/01/26	49,250.00	.00	49,250.00
9/01/26	49,250.00	.00	49,250.00
12/01/26	49,250.00	.00	49,250.00
CALENDAR YEAR 2026	197,000.00	.00	197,000.00
3/01/27	49,250.00	.00	49,250.00
6/01/27	49,250.00	.00	49,250.00
9/01/27	49,250.00	.00	49,250.00
12/01/27	49,250.00		49,250.00
12/20/27	9,850.00	5,000,000.00	5,009,850.00
CALENDAR YEAR 2027	206,850.00	5,000,000.00	5,206,850.00
TOTAL	\$591,000.00	\$5,000,000.00	\$5,591,000.00

*Assumes no redemption of the Note prior to its stated maturity date; if the Note is prepaid in whole or in part, this schedule will no longer be applicable to the Note.

WEST VIRGINIA MUNICIPAL BOND COMMISSION**NEW ISSUE REPORT FORM**

900 Pennsylvania Avenue, Suite 1117, Charleston, WV 25302

Phone: (304) 558-3971

FAX: (304) 558-1280

mbc.wv.gov

Date of Report: 12/20/2024

ISSUE: The City of HuntingtonSewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt)ADDRESS: 8th Street and Fifth Avenue, Huntington, WV 25701COUNTY: Cabell & WaynePURPOSE OF ISSUE: ☒ New Money
☐ Refunding

Refunding issue(s) dated: _____

ISSUE DATE: December 20, 2024RATE: 3.94% ADMIN FEE: NAISSUE AMOUNT: \$5,000,0001st DEBT SERVICE DUE: March 1, 20251st PRINCIPAL DUE: December 20, 2027

1st DEBT SERVICE AMOUNT: _____

PAYING AGENT: MBCBOND COUNSEL: Step toe & Johnson PLLC

UNDERWRITERS COUNSEL: _____

Contact Name: John Stump, Esquire

Contact Name: _____

Phone: 304.353.8196

Phone: _____

Email: john.stump@step toe-johnson.com

Email: _____

CLOSING BANK: Ohio Valley Bank

ESCROW TRUSTEE: _____

Contact Name: Benjamin Pewitt

Contact Name: _____

Phone: 304.721.2722

Phone: _____

Email: bfpewitt@ovbc.com

Email: _____

KNOWLEDGEABLE ISSUER CONTACT:

OTHER: _____

Contact Name: Mark Davidson, CPAContact Name: Rick Montgomery, CPATitle: CFO of The City of Huntington Water Quality BoardTitle: Comptroller, City of HuntingtonPhone: 304.781.1909Phone: 304.696.5540 x2301Email: mdavidson@huntingtonsb.comEmail: montgomeryr@huntingtonwv.govDEPOSITS TO MBC AT CLOSE: From United Bank

Accrued Interest: _____

By: Wire XCapitalized Interest: \$39,400.00

Check _____

Reserve Account: _____

In-house Transfer _____

Other: First initial interest payment on Note, due 3/1/2025

REFUNDS & TRANSFERS BY MBC AT CLOSE:

To Escrow Trustee: _____

By: Wire _____

To Issuer: _____

Check _____

To Cons. Invest Fund: _____

IGT _____

To Other: _____

ISSUER NUMBERS:

BANK ID NUMBER: _____

CUSIP: _____

ACCOUNT NUMBER: _____

PROGRAM NUMBER: _____

NOTES: Sewer Revenue Bond Anticipation Note - purchased by Ohio Valley Bank; interest payable to OhioValley Bank 3/1, 6/1, 9/1, 12/1; maturing 12/20/2027

FOR MUNIICIPAL BOND COMMISSION USE ONLY:

Documents Required: _____ Transfers Required: _____

\$5,000,000

The City of Huntington
Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt)

REGISTRAR AGREEMENT

THIS AGREEMENT, dated as of the 20th day of December, 2024, by and between THE CITY OF HUNTINGTON, a municipality and political subdivision of the State of West Virginia (the “Issuer”), and OHIO VALLEY BANK, Gallipolis, Ohio, an Ohio banking corporation, with a branch office located in Barboursville, West Virginia (the “Bank”).

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its \$5,000,000, principal amount, Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt), (the “Series 2024 Note”), in fully registered form pursuant to an Ordinance enacted September 23, 2024, as supplemented by a Supplemental Parameters Resolution adopted November 12, 2024 (collectively, the “Note Legislation”);

WHEREAS, capitalized words and terms used in this Agreement and not otherwise defined herein shall have the respective meanings given them in the Note Legislation, a copy of which is attached as Exhibit A hereto and incorporated herein by reference;

WHEREAS, the Note Legislation provides for an appointment by the Issuer of a Registrar for the Series 2024 Note; and

WHEREAS, the Issuer desires to appoint, and by the Note Legislation and this Agreement does appoint the Bank to act as Registrar under the Note Legislation and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Agreement by the Issuer and the Bank and during the term hereof, the Bank does accept and shall have and agrees to perform all of the powers and duties of Registrar, as set forth in the Note Legislation, such duties including, among other things, the duties to authenticate, register and deliver the Series 2024 Note upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the excludability from gross income of interest on the Series 2024 Note for purposes of federal income taxation, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Bank agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Bank’s authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Bank shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Agreement, the Issuer hereby agrees to pay to the Bank, the compensation for services rendered as provided in the annexed fee schedule and reimbursement for reasonable expenses incurred in connection therewith.

5. It is intended that this Agreement shall carry out and implement provisions of the Note Legislation with respect to the Registrar. In the event of any conflict between the terms of this Agreement and the Note Legislation, the terms of the Note Legislation shall govern.

6. The Issuer and the Bank each warrants and represents that it is duly authorized and empowered to execute and enter into this Agreement and that neither such execution nor the performance of its duties hereunder or under the Note Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

ISSUER:

The City of Huntington
800 Fifth Avenue
Huntington, West Virginia 25701
Attention: Mayor

REGISTRAR:

Ohio Valley Bank
6431 US Route 60 East
Barboursville, West Virginia 25504
Attention: Benjamin Pewitt, Vice President

8. The Bank is hereby requested and authorized to authenticate and deliver the Series 2024 Note in accordance with the Note Legislation.

9. If any one or more of the covenants or agreements provided in this Agreement to be performed on the part of any of the parties hereto shall be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

10. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names and on their behalf, all as of the day and year first above-written.

THE CITY OF HUNTINGTON

By: _____
Its: Mayor

OHIO VALLEY BANK

By: _____
Its: Authorized Officer

EXHIBIT A

Note Legislation

[See Transcript at Tab No. 1 and Tab No. 2]

FEE SCHEDULE

(On File with Issuer)

CERTIFICATE OF THE ATTORNEY GENERAL

The Attorney General of the State of West Virginia hereby certifies that the Proposed Charter for the City of Huntington, West Virginia, which was approved and adopted by the Huntington Charter Board on the 26th day of March, 1985, a complete copy of which was received by the aforesaid Attorney General on the 28th day of March, 1985, is consistent in all respects with the Constitution and general law of the State of West Virginia.

Given under my hand this 28th day of March, 1985.

CHARLIE BROWN
ATTORNEY GENERAL

By: 
GENE W. BAILEY, Esq.
Assistant Attorney General



Chase Tower
707 Virginia Street East, 17th Floor
Charleston, WV 25301
(304) 353-8000 (304) 353-8180 Fax
www.steptoe-johnson.com

December 20, 2024

The City of Huntington
Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt)

The City of Huntington
Huntington, West Virginia

Ohio Valley Bank
Barboursville, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by The City of Huntington (the "Issuer") of its \$5,000,000, principal amount, Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt) (the "Note"), dated the date hereof.

The Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), and an Ordinance duly enacted by the Issuer on September 23, 2024, as supplemented by a Supplemental Resolution duly adopted by the Issuer on November 12, 2024, and Certificate of Determinations dated December 20, 2024 (collectively, the "Note Legislation"), and is subject to all the terms and conditions of the Note Legislation. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Note Legislation when used herein.

The Note is originally issued in the form of one note, numbered R-1, in fully registered form and bears interest at the rate of 3.94% per annum, the principal amount thereof being payable at maturity, or earlier prepayment thereof.

The Note may be prepaid in whole or in part, on any date, with no prepayment premium.

The Note is issued for the purposes of (i) temporarily financing the cost of the Project; and (ii) paying the costs of issuance of the Note and related costs.

The Note has been sold to Ohio Valley Bank, Barboursville, West Virginia (the "Lender"), pursuant to a commitment letter dated November 1, 2024.

We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the Note Legislation and in the certified proceedings and other

certifications of certain public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, and assuming compliance with the covenants of the Issuer pertaining to tax matters set forth in the Note Legislation and in certain certificates delivered in connection with the issuance of the Note, we are of the opinion, under existing law, that:

1. The Issuer is a duly created and validly existing municipality under and pursuant to the laws of the State of West Virginia, with full power and authority to enact and adopt the Note Legislation and to issue and sell the Note, all under the provisions of the Act and other applicable provisions of law.

2. The Note Legislation has been duly enacted and adopted by the Issuer, is in full force and effect as of the date hereof and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.

3. The Note has been duly authorized, issued, executed and delivered by the Issuer to the Lender and is a valid, legally enforceable and binding special obligation of the Issuer, payable only from and secured by a first lien on Surplus Revenues of the Issuer, and the proceeds of revenue bonds or other obligations of the Issuer to be issued subsequent to the issuance of the Note for the purpose of permanently financing the costs of the Project.

4. The Issuer has outstanding: (i) Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), dated January 12, 2010, issued in the original aggregate principal amount of \$4,022,945; (ii) Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program), dated November 10, 2010, issued in the original aggregate principal amount of \$2,622,055; (iii) Sewer Revenue Bonds, Series 2015 A (Tax-Exempt), dated March 26, 2015, issued in the original aggregate principal amount of \$5,630,000; and (iv) Sewer Refunding Revenue Bonds, Series 2022 A, dated November 30, 2022, issued in the original aggregate principal amount of \$6,170,000 (collectively, the "Prior Bonds"). The Prior Bonds are payable from and secured by the Net Revenues of the System. The Note has no lien on the Net Revenues or Gross Revenues of the System.

5. Under existing law, assuming continuing compliance with certain covenants and the accuracy of certain representations contained in the Tax Certificate, the interest on the Note is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not an item of tax preference for purposes of the alternative minimum tax on individuals; however, with respect to certain corporations, interest on the Note is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. In rendering our opinion, we have relied upon certain representations, certifications of fact and statements of reasonable expectation made by the Issuer in connection with the Note, and we have assumed compliance by the Issuer with certain ongoing covenants to comply with the applicable requirements of the Code to assure the exclusion of interest on the Note from gross income under Section 103 of the Code. We express no opinion regarding other federal tax consequences arising with respect to the Note.

6. Under the Act, the Note, together with the interest and income therefrom, is exempt from all State of West Virginia income taxes, whether imposed on individuals, corporations or other persons, from State of West Virginia business franchise taxes and from ad valorem property taxes.

It is to be understood that the rights of the holders of the Note and the enforceability of liens, pledges, rights or remedies with respect to the Note and the Note Legislation may be subject to and limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws heretofore or hereafter enacted affecting creditors' rights or remedies generally, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We have examined the executed and authenticated Note No. R-1 of said issue, and in our opinion, said Note is in proper form and has been duly executed and authenticated.

Very truly yours,



STEPTOE & JOHNSON PLLC



Chase Tower
707 Virginia Street East, 17th Floor
Charleston, WV 25301
(304) 353-8000 (304) 353-8180 Fax
www.steptoeh-johnson.com

December 20, 2024

\$5,000,000
The City of Huntington
Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt)

The City of Huntington
Huntington, West Virginia

Ohio Valley Bank
Huntington, West Virginia

Ladies and Gentlemen:

We are counsel to The City of Huntington (the "Issuer"), in connection with the issuance and sale of the above-captioned note (the "Note"). As such counsel, we have reviewed copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, the commitment letter dated November 1, 2024 from Ohio Valley Bank, Barboursville, West Virginia (the "Lender"), the Ordinance of the Issuer duly enacted September 23, 2024, as supplemented by the Supplemental Resolution of the Issuer duly adopted November 12, 2024, and Certificate of Determinations dated December 20, 2024 (collectively, the "Note Legislation"), and other documents relating to the Note. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Note Legislation when used herein.

We are of the opinion that:

1. The Issuer has been duly created and is validly existing as a municipality and political subdivision of the State of West Virginia.
2. The Mayor, City Clerk and members of the Council of the Issuer have been duly, lawfully and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Issuer in their respective capacities.
3. The Note Legislation has been duly adopted by the Issuer, is in full force and effect as of the date hereof and constitutes a valid and binding obligation of the Issuer enforceable in accordance with its terms.
4. The execution and delivery of the Note and the consummation of the transactions contemplated by the Note and the Note Legislation, and the carrying out of the terms thereof, do not and

will not, in any material respect, conflict with or constitute, on the part of the Issuer, a breach of or default under any order, resolution, agreement or other instrument to which the Issuer is a party or any existing law, regulation, court order or consent decree to which the Issuer is subject.

5. It is to be understood that the rights of the holders of the Note and the enforceability of liens, pledges, rights or remedies with respect to the Note and the Note Legislation are subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws heretofore or hereafter enacted affecting creditors' rights or remedies generally, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

6. To the best of our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Note and the Note Legislation, the operation of the System, the validity of the Note or pledge of the funds set forth in the Note Legislation.

Very truly yours,



STEPTOE & JOHNSON PLLC

\$5,000,000

The City of Huntington
Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt)

GENERAL CERTIFICATE OF THE CITY OF HUNTINGTON ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS
4. SALE, DELIVERY AND PAYMENT OF NOTES; SIGNATURES
5. CERTIFICATION OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME, ETC
7. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
8. DESIGNATION OF REGISTRAR AND PAYING AGENT
9. SPECIMEN NOTE
10. CONFLICT OF INTEREST
11. RATES

We, the undersigned MAYOR and CITY CLERK of The City of Huntington (the "Issuer"), hereby certify this 20th day of December, 2024 in connection with the Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt) (the "Series 2024 Note"), dated the date hereof, as follows:

1. **TERMS:** All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meanings set forth in the Ordinance of the Issuer duly enacted on September 23, 2024, as supplemented by a Supplemental Resolution duly adopted on November 12, 2024 and Certificate of Determinations dated November 1, 2024 (collectively, the "Note Legislation").

2. **NO LITIGATION:** No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale or delivery of the Series 2024 Note, the acquisition and construction of the Project, the operation of the System, the receipt of the Gross Revenues, or in any way contesting or affecting the validity of the Series 2024 Note, or any proceedings of the Issuer taken with respect to the issuance or sale of the Series 2024 Note, the application of the Gross Revenues or any other monies or security provided for the payment of the Series 2024 Note or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Series 2024 Note.

3. **GOVERNMENTAL APPROVALS:** All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the acquisition and construction of the Project, the operation of the System, the imposition of rates and charges, and the issuance of the Series 2024 Note has been duly and timely obtained and remain in full force and effect.

4. SALE, DELIVERY AND PAYMENT OF NOTES; SIGNATURES: On the date hereof, the Series 2024 Note was sold and delivered to Ohio Valley Bank, whose principal office is located in Gallipolis, Ohio, with a branch office located in Barboursville, West Virginia (the "Lender"), at the price of \$5,000,000 (100% of par value), there being no interest accrued thereon. On the date hereof, the Series 2024 Note was duly signed by the manual signature of the Mayor, and the official seal of the Issuer (which seal is impressed upon this Certificate) was impressed or imprinted thereon and attested by the manual signature of the City Clerk, and the Registrar did officially authenticate, register and deliver the Series 2024 Note to the Lender. At the time of delivery of the Series 2024 Note, the Issuer received \$5,000,000 from the Lender being proceeds received from the sale of the entire principal amount of the Series 2024 Note.

5. CERTIFICATION OF COPIES OF DOCUMENTS: The copies of the below-listed documents hereto attached or delivered herewith or heretofore delivered are true, correct and complete copies of the originals of the documents of which they purport to be copies, and such original documents are in full force and effect and have not been repealed, rescinded, amended or changed in any way unless modification appears from later documents also listed below:

Ordinance

Supplemental Resolution

Charter

Oaths of Office of Officers and Council members

Rules of Procedure

Affidavit of Publication of Ordinance

Minutes on Adoption of Resolution and Supplemental Resolution

6. INCUMBENCY AND OFFICIAL NAME, ETC.: The proper corporate title of the Issuer is "The City of Huntington" and its principal office and place of business are in Cabell County, West Virginia. The Issuer is a public corporation and political subdivision of the State of West Virginia. The governing body of the Issuer is its council consisting of a Mayor, a Clerk and eleven (11) council members, all duly elected or appointed, as applicable, qualified and acting, and whose names and dates of commencement and termination of current terms of office are as follows:

<u>Name</u>	<u>Date of Commencement of Office</u>	<u>Date of Termination of Office</u>
Steve Williams, Mayor	January 1, 2021	December 31, 2024
Tyler Bowen	January 1, 2021	December 31, 2024
Todd Sweeney	January 1, 2021	December 31, 2024
Tia Rumbaugh	January 1, 2021	December 31, 2024

Sarah Walling	July 22, 2021	December 31, 2024
Teresa Johnson	January 1, 2021	December 31, 2024
Holly Mount	January 1, 2021	December 31, 2024
Mike Shockley	January 1, 2021	December 31, 2024
Patrick Jones	January 1, 2021	December 31, 2024
DuRon Jackson	January 1, 2021	December 31, 2024
Bob Bailey	January 1, 2021	December 31, 2024
Ally Layman	December 10, 2022	December 31, 2024

The duly appointed and acting Clerk is Barbara Miller and the duly appointed and acting counsel to the Issuer is Scott Damron, City Attorney, Huntington, West Virginia.

7. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS: There has been no adverse change in the financial condition of the Issuer since the Lender offered to purchase the Series 2024 Note. There are outstanding obligations of the Issuer secured by the Net Revenues, being the Issuer's:

- (i) Sewer Revenue Bonds, Series 2010 A (West Virginia SRF Program), dated January 12, 2010, issued in the original aggregate principal amount of \$4,022,945;
- (ii) Sewer Revenue Bonds, Series 2010 B (West Virginia SRF Program), dated November 10, 2010, issued in the original aggregate principal amount of \$2,622,055;
- (iii) Sewer Revenue Bonds, Series 2015 A (Tax-Exempt), dated March 26, 2015, issued in the original aggregate principal amount of \$5,630,000; and
- (iv) Sewer Refunding Revenue Bonds, Series 2022 A, dated November 30, 2022, issued in the original aggregate principal amount of \$6,170,000 (collectively, the "Prior Bonds"). (collectively, the "Prior Bonds").

The Series 2024 Notes shall be junior and subordinate to the Prior Bonds with respect to liens, pledge and source of and security for payment in all respects. The Series 2024 Notes shall be payable solely from and secured by (i) proceeds of revenue bonds or other obligations issued by the Issuer to provide permanent financing of costs of the Project which are issued subsequent to the date of issuance of the Series 2024 Note, and (ii) Surplus Revenues of the System.

8. DESIGNATION OF REGISTRAR AND PAYING AGENT: The Issuer hereby confirms the appointment of Ohio Valley Bank, as Registrar, and the West Virginia Municipal Bond Commission as Paying Agent.

9. SPECIMEN NOTE: Delivered concurrently herewith is a true and accurate specimen of the Series 2024 Note.

10. CONFLICT OF INTEREST: No member, officer or employee of the Issuer has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in

any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Series 2024 Note and/or the Note Legislation, including, without limitation, with respect to the Depository Bank. For purposes of this paragraph, a "substantial financial interest" shall include, without limitation, an interest amounting to more than 5% of the particular business enterprise or contract.

11. RATES: The Issuer has duly enacted a sewer rate ordinance on December 12, 2022, setting forth the respective rates and charges for the services of the System. The time for appeal of such rate ordinance has expired prior to the date hereof without any appeal, and such rate ordinance is currently in effect.

[Remainder of Page Intentionally Blank]

WITNESS our signatures and the official corporate seal of THE CITY OF HUNTINGTON on the day and year first written above.

[CORPORATE SEAL]

Signature

Official Title

A handwritten signature in blue ink, appearing to read "Steve Adkin", written over a horizontal line.

Mayor

A handwritten signature in blue ink, appearing to read "Barbara Miller", written over a horizontal line.

City Clerk

20. Certificate of Registrar

\$5,000,000
The City of Huntington
Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt)

CERTIFICATE OF REGISTRAR


Ohio Valley Bank, Gallipolis, Ohio, with a branch office located in Barboursville, West Virginia (the "Registrar"), as Registrar for the above-captioned note (the "Series 2024 Note"), hereby certifies this 20th day of December, 2024 as follows, all capitalized terms used herein to have the same meanings set forth in the Ordinance of The City of Huntington (the "Issuer") enacted September 23, 2024, as supplemented by Supplemental Resolution duly adopted by the Issuer on November 12, 2024 (collectively, the "Note Legislation"):

1. The Registrar is an Ohio banking corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio, may lawfully conduct business in West Virginia, and is lawfully empowered, pursuant to such laws, to accept the duties and obligations contemplated and as provided under the Note Legislation and to serve in the capacity of Registrar under the Note Legislation.

2. The Registrar has duly authorized, by all necessary action, the authentication of the Series 2024 Note and the execution and delivery of this Certificate and the acceptance of all duties of Registrar under the Note Legislation, and any and all other documents and agreements as may be required to be executed, delivered and received by the Bank in order to carry out, give effect to, and consummate the transactions contemplated thereby.

3. The person indicated in paragraph 4 below was at the time of the authentication of the Series 2024 Note, and is now, a duly elected, qualified and acting incumbent in his or her office; and, pursuant to authorization from the Board of Directors of the Bank, such person, in his or her official capacity, was and is authorized to authenticate the Series 2024 Note for and on behalf of the Bank.

4. Appearing opposite the name and title of the person indicated below is a true and correct specimen of his or her signature.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
<u>Benjamin Pewitt</u>	<u>Vice President</u>	<u></u>

5. The Series 2024 Note has been duly authenticated, registered and delivered to the Registrar, and an amount equal to the total principal amount of the Series 2024 Note has been deposited as required by the Note Legislation.

IN WITNESS WHEREOF, Ohio Valley Bank has caused this Certificate to be executed by its duly authorized officer, the day and year first written above.

OHIO VALLEY BANK

By: _____
Its: Authorized Officer

21.Reserved

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$5,000,000.00	12-20-2024	12-20-2027	TBD				

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: City of Huntington

Lender: The Ohio Valley Bank Company
420 Third Avenue
P.O. Box 240
Gallipolis, OH 45631-0240
(740) 446-2631

Disbursement Date: December 20, 2024
Interest Rate: 3.940

Repayment Schedule: Irregular
Calculation Method: 30 /360 Actuarial

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	03-01-2025	39,400.00	39,400.00	0.00	5,000,000.00
2	06-01-2025	49,250.00	49,250.00	0.00	5,000,000.00
3	09-01-2025	49,250.00	49,250.00	0.00	5,000,000.00
4	12-01-2025	49,250.00	49,250.00	0.00	5,000,000.00
2025 TOTALS:		187,150.00	187,150.00	0.00	
5	03-01-2026	49,250.00	49,250.00	0.00	5,000,000.00
6	06-01-2026	49,250.00	49,250.00	0.00	5,000,000.00
7	09-01-2026	49,250.00	49,250.00	0.00	5,000,000.00
8	12-01-2026	49,250.00	49,250.00	0.00	5,000,000.00
2026 TOTALS:		197,000.00	197,000.00	0.00	
9	03-01-2027	49,250.00	49,250.00	0.00	5,000,000.00
10	06-01-2027	49,250.00	49,250.00	0.00	5,000,000.00
11	09-01-2027	49,250.00	49,250.00	0.00	5,000,000.00
12	12-01-2027	49,250.00	49,250.00	0.00	5,000,000.00
13	12-20-2027	5,009,850.00	9,850.00	5,000,000.00	0.00
2027 TOTALS:		5,206,850.00	206,850.00	5,000,000.00	
TOTALS:		5,591,000.00	591,000.00	5,000,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

APPENDIX A

THE CITY OF HUNTINGTON Sewer Revenue Bond Anticipation Note, Series 2024 (Tax-Exempt)

DEBT SERVICE SCHEDULE*

DATE	INTEREST	PRINCIPAL	TOTAL
3/01/25	\$39,400.00	.00	\$39,400.00
6/01/25	49,250.00	.00	49,250.00
9/01/25	49,250.00	.00	49,250.00
12/01/25	49,250.00	.00	49,250.00
CALENDAR YEAR 2025	187,150.00	.00	187,150.00
3/01/26	49,250.00	.00	49,250.00
6/01/26	49,250.00	.00	49,250.00
9/01/26	49,250.00	.00	49,250.00
12/01/26	49,250.00	.00	49,250.00
CALENDAR YEAR 2026	197,000.00	.00	197,000.00
3/01/27	49,250.00	.00	49,250.00
6/01/27	49,250.00	.00	49,250.00
9/01/27	49,250.00	.00	49,250.00
12/01/27	49,250.00		49,250.00
12/20/27	9,850.00	5,000,000.00	5,009,850.00
CALENDAR YEAR 2027	206,850.00	5,000,000.00	5,206,850.00
TOTAL	\$591,000.00	\$5,000,000.00	\$5,591,000.00

*Estimated. This schedule assumes no prepayment of principal of the Note, prior to its stated maturity date.