

**MINERAL WELLS PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS,
SERIES 2024 A (WEST VIRGINIA INFRASTRUCTURE FUND) AND
SERIES 2024 B (UNITED STATES DEPARTMENT OF AGRICULTURE)**

BOND RESOLUTION

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MINERAL WELLS PUBLIC SERVICE DISTRICT

BOND RESOLUTION

RESOLUTION AUTHORIZING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE WATERWORKS SYSTEM OF THE MINERAL WELLS PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE MINERAL WELLS PUBLIC SERVICE DISTRICT OF NOT MORE THAN FOUR MILLION NINE HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$4,965,139) IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS IN TWO SERIES, THE FIRST SERIES TO BE DESIGNATED "WATER REVENUE BONDS, SERIES 2024 A (WEST VIRGINIA INFRASTRUCTURE FUND)" IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION THREE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$1,356,139), AND THE SECOND SERIES TO BE DESIGNATED "WATER REVENUE BONDS, SERIES 2024 B (UNITED STATES DEPARTMENT OF AGRICULTURE)" IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION SIX HUNDRED NINE THOUSAND DOLLARS (\$3,609,000); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT WITH THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY ACTING ON BEHALF OF THE WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL RELATING TO THE SERIES 2024 A BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS; AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF THE MINERAL WELLS PUBLIC SERVICE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution (together with any order or resolution supplemental hereto or amendatory hereof, the “Bond Legislation”) is adopted pursuant to the provisions of Chapter 16, Article 13A and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended the (collectively, “Act”), and other applicable provisions of law.

Section 1.02. Findings and Determinations. It is hereby found, determined and declared that:

A. The Mineral Wells Public Service District (the “Issuer”) is a public service district, public corporation and political subdivision of the State of West Virginia in Wood, Wirt and Jackson Counties of said State, created by The County Commission of Wood County.

B. The Issuer presently owns and operates a public waterworks system. It is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be constructed certain extensions, additions, betterments and improvements to the Issuer’s existing waterworks system, including the extensions, additions, betterments and improvements described in Exhibit A hereto (collectively, the “Project”) (the Issuer’s existing waterworks system, the Project and any further additions, extensions, betterments and improvements thereto are herein called the “System”) in accordance with the plans and specifications prepared by Burgess & Niple, Inc., Parkersburg, West Virginia, Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all the costs of the operation and maintenance of the System, the principal of and interest on the Series 2024 Bonds and the Prior Bonds and all Sinking Funds, Reserve Accounts and other payments provided for herein, all as such terms are hereinafter defined.

D. It is further deemed necessary for the Issuer to issue its Series 2024 Bonds in a total aggregate principal amount of not more than \$4,965,139, in two series, being the Water Revenue Bonds, Series 2024 A (West Virginia Infrastructure Fund) in an aggregate principal amount not to exceed \$1,356,139 (the “Series 2024 A Bonds”) and the Water Revenue Bonds, Series 2024 B in an aggregate amount not to exceed \$3,609,000 (United States Department of Agriculture) (the “Series 2024 B Bonds”)(collectively referred to herein as the “Series 2024 Bonds”), to permanently finance the costs of acquisition, construction and equipping of the Project and to pay the costs of issuing the Series 2024 Bonds. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest upon the Series 2024 Bonds prior to and during construction and acquisition and for a period not exceeding 6 months after completion of construction of the Project; amounts which may be deposited in the Series 2024 Bonds Reserve Accounts; 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, fees of the Authority (as hereinafter defined), initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2024 Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition, construction or equipping 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 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes, shall be deemed Costs of the Project, as hereinafter defined.

E. The estimated maximum cost of the acquisition, construction and equipping of the Project and the issuance of the Series 2024 Bonds is \$4,965,139, \$1,356,139 of which will be permanently financed with the proceeds from the sale of the Series 2024 A Bonds described above and \$3,609,000 will be permanently financed with proceeds from the sale of the Series 2024 B Bonds described and defined below.

F. The period of usefulness of the System after completion of the Project is not less than 40 years.

G. It is in the best interest of the Issuer that its Series 2024 A Bonds be issued and sold to the Authority (as hereinafter defined) pursuant to the terms and provisions of a loan agreement to be entered into between the Issuer and the Authority, acting on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council") (the "Loan Agreement"), the execution, delivery and form of which are ratified and approved herein.

H. It is in the best interest of the Issuer that its Series 2024 B Bonds be issued and sold to the Purchaser (as hereinafter defined) pursuant to the Letter of Conditions dated January 8, 2021 (as supplemented and amended, the "Letter of Conditions").

I. There are outstanding obligations of the Issuer which will rank on parity with the Series 2024 Bonds as to liens and sources of and security for payment, which obligations (collectively, the "Prior Bonds") are designated and have the lien positions, together with the Series 2024 Bonds, as follows:

<u>Designation</u>	<u>Lien Position</u>
Water Revenue Bond, Series 1997A, dated August 14, 1997 (the "Series 1997A Bond"), issued in the original principal amount of \$650,000	First Lien

Water Revenue Bond, Series 1999A,
dated September 23, 1999 (the “Series 1999A Bond”),
issued in the original principal amount
of \$700,000

First Lien

Water Revenue Bond Series 1999B,
dated September 23, 1999 (the “Series 1999B Bond”),
issued in the original principal amount
of \$2,012,000

First Lien

Water Revenue Bond, Series 2004A,
dated June 17, 2004 (the “Series 2004A Bond”),
issued in the original principal amount
of \$3,750,000

First Lien

Water Revenue Bond, Series 2004B,
dated June 17, 2004 (the “Series 2004B Bond”),
issued in the original principal amount
of \$780,000

First Lien

Water Revenue Bond, Series 2009A,
dated October 22, 2009 (the “Series 2009A Bond”),
issued in the original principal amount
of \$660,000

First Lien

Water Revenue Bond (SCADA Systems Update Project),
Series 2013, dated June 21, 2013 (the “Series 2013
Bond”), issued in the original principal amount
of \$210,000

First Lien

The Series 2024 Bonds shall be issued on parity with the Prior Bonds with respect to liens, pledges and sources of and security for payment and in all other respects. The Issuer has received, or will receive prior to the bond closing date the consent of the registered owners of the Prior Bonds to the issuance of the Series 2024 Bonds on a parity with the Prior Bonds and the certificate of an Independent Certified Public Accountant stating that the coverage test on the Prior Bonds is met. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by the revenues or assets of the System.

J. The Issuer has complied with all requirements of West Virginia law, the Loan Agreement and the Letter of Conditions relating to authorization of the planning, development, design, acquisition, construction and operation of the Project and the System and issuance of the Series 2024 Bonds or will have so complied prior to issuance of any thereof, including, among other things, the approval of the Project and the financing thereof by the Council, and the obtaining of a Certificate of Public Convenience and Necessity from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which

has expired prior to the issuance of the Series 2024 Bonds or has been waived by all necessary parties.

K. The Project has been approved by the Council as required under Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended.

L. There are at least [2,549] bona fide users of the System.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2024 Bonds by those who shall be the registered owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, 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 registered owners of any and all of such Bonds, as the case may be, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

Section 1.04. Definitions. The following terms shall have the following meanings herein unless the context expressly requires otherwise:

“Act” means, collectively, Chapter 16, Article 13A and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended and in effect on the date of enactment hereof.

“Authority” means the West Virginia Water Development Authority, or any other agency of the State of West Virginia that succeeds to the functions of the Authority, which is expected to be the original purchaser of the Series 2024 A Bonds.

“Authorized Officer” means the Chairman of the Public Service Board of the Issuer or any other officer of the Issuer duly appointed by the Governing Body.

“Bond Legislation,” “Resolution,” “Bond Resolution” or “Local Act” means this Bond Resolution and all orders and resolutions supplemental hereto or amendatory hereof.

“Bond Registrar” means the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns.

“Bondholder,” “Holder of the Bonds,” “Holder” or any similar term whenever used herein with respect to an outstanding Bond or Bonds, means the person in whose name such Bond is registered.

“Bonds” means, collectively, the Prior Bonds, the Series 2024 Bonds and, where appropriate, any bonds on a parity therewith authorized to be issued hereunder or by another resolution of the Issuer.

“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 Bonds in substantially the forms set forth in the bond forms contained herein.

“Chairman” means the Chairman of the Governing Body or any temporary Chairman duly appointed by the Governing Body.

“Closing Date” means the date upon which there is an exchange of the Series 2024 Bonds for an advance of more than a de minimis amount of the principal of the Series 2024 Bonds by the Authority and the Purchaser, respectively.

“Code” means the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the Regulations.

“Commission” means the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia that succeeds to the functions of the Commission.

“Consulting Engineers” means Burgess & Niple, Inc., Parkersburg, West Virginia, or any qualified engineer or firm of professional engineers, licensed by the State, who shall not be a regular, full-time employee of the State or any of its agencies, commissions or political subdivisions, that shall at any time hereafter be retained by the Issuer as Consulting Engineers for the System in accordance with Chapter 5G, Article 1 of the Code of West Virginia, 1931, as amended.

“Costs” or “Costs of the Project” means those costs described in Section 1.02D hereof to be a part of the cost of acquisition and construction of the Project.

“Council” means the West Virginia Infrastructure and Jobs Development Council or any successors thereof.

“Depository Bank” means the bank designated as such in the Supplemental Resolution, and its successors and assigns.

“Depreciation Reserve” means the Depreciation Reserve established or continued by the Prior Resolutions with the Depository Bank and continued by Section 5.01 hereof.

“Event of Default” means any occurrence or event specified in Section 9.01.

“FDIC” means the Federal Deposit Insurance Corporation and 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” means the Public Service Board of the Issuer, as it may now or hereafter be constituted.

“Government Obligations” means direct obligations of, or obligations the timely payment of the principal of and interest on which is guaranteed by, the United States of America.

“Gross Revenues” means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

“Herein,” “hereto” and similar words shall refer to this entire Bond Legislation.

“Independent Certified Public Accountants” shall mean any public accountant or certified public accountant or firm of public accountants or 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 other purpose except keeping the accounts of the System in the normal operation of its business and affairs.

“Issuer” means Mineral Wells Public Service District, a public service district, public corporation and political subdivision of the State of West Virginia in Wood, Wirt and Jackson Counties, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

“Letter of Conditions” means, collectively, the Letter of Conditions of the Purchaser dated January 8, 2021, and all amendments thereto.

“Loan Agreement” shall mean the Loan Agreement entered into or to be entered into by and between the Issuer and the Authority on behalf of the Council, providing for the purchase of the Series 2024 A Bonds from the Issuer by the Authority, attached hereto as Exhibit B, the form of which is approved, and the execution and delivery by the Issuer are authorized and directed by Section 3.11 hereof and by the Supplemental Resolution.

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

“Operating Expenses” means the current expenses, paid or accrued, of operation and maintenance of the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting principles.

“Outstanding,” when used with reference to Bonds as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered except (i) any Bond cancelled by the Bond Registrar at or prior to said date; (ii) any Bond for the payment of which moneys, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as

provided in Article X and (iv) for purposes of consents or other action by a specified percentage of Bondholders, Bonds registered to the Issuer.

“Parity Bonds” means additional Bonds issued under the provisions and within the limitations prescribed by Section 7.07 hereof.

“Paying Agent” means the Commission, or such other entity or authority as may be designated as a Paying Agent for the Series 2024 A Bonds by the Issuer.

“Prior Bonds” means, collectively, the Series 1997A Bond, the Series 1999A Bond, the Series 1999B Bond, The Series 2004A Bond, the Series 2004B Bond, the Series 2009A Bond and the Series 2013 Bond.

“Prior Resolutions” means, collectively, the Series 1997A Bond Resolution; the Series 1999A Bond Resolution; the Series 1999B Bond Resolution; the Series 2004 Bonds Resolution, the Series 2009A Bond Resolution and the Series 2013 Bond Resolution, each as supplemented and amended.

“Project” means the extensions, additions, betterments and improvements to the Issuer’s existing waterworks system, including the extensions, additions, betterments and improvements described in Exhibit A hereto.

“PSC” means the Public Service Commission of West Virginia or any successors thereof.

“Purchaser” or “Government” means the United States of America as the purchaser of the Series 2024 B Bonds and the Holder of the Series 1997A Bond, the Series 1999A Bond, the Series 1999B Bond, the Series 2004B Bond, the Series 2009A Bond and the Series 2013 Bond.

“Qualified Investments” means and includes any of the following:

- (a) Government Obligations;
- (b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;
- (c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;
- (d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is

guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;

(e) Time or demand accounts (including accounts evidenced by time certificates of deposit, time deposits, checking accounts or other similar banking arrangements) which, to the extent not insured by the FDIC, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time or demand accounts;

(f) Money market funds or similar funds whose only assets are investments of the type described in paragraphs (a) through (e) above;

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, provided, that said investments securing said repurchase agreements either must mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor; must have (or its agent must have) possession of such collateral; and such collateral must be free of all claims by third parties;

(h) 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; and

(i) Obligations of States or political subdivisions or agencies thereof, the interest on which is exempt from federal income taxation, and which are rated at least “A” by Moody’s Investors Service, Inc. or Standard & Poor’s Corporation.

“Registered Owner,” “Bondholder,” “Holder” or any similar term means whenever used herein with respect to an outstanding Bond, the person in whose name such Bond is registered.

“Registrar” means the Bond Registrar.

“Regulations” means temporary and permanent regulations promulgated under the Code, or any predecessor thereto.

“Resolution” means, collectively, this resolution and any resolution of the Governing Body supplemental hereto.

“Reserve Accounts” means, collectively, the respective Reserve Accounts established for the Series 2024 Bonds and the Prior Bonds.

“Reserve Requirement” means, collectively, the respective amount required to be on deposit in the Reserve Accounts for the Series 2024 Bonds and Prior Bonds.

“Revenue Fund” means the Revenue Fund established or continued by Section 5.01 hereof.

“Secretary” means the Secretary of the Governing Body.

“Series 1997A Bond” means the Water Revenue Bond, Series 1997A, of the Issuer, dated August 14, 1987, issued in the original principal amount of \$650,000, bearing interest at the rate of 4.875% per annum.

“Series 1997A Bond Resolution” means the Resolution adopted by the Issuer on August 6, 1997, authorizing the issuance of the Series 1997A Bond, as supplemented and amended.

“Series 1999A Bond” means the Water Revenue Bond, Series 1999A, of the Issuer, dated September 23, 1999, issued in the original principal amount of \$700,000, bearing interest at the rate of 4.75% per annum.

“Series 1999A Bond Resolution” means the Resolution adopted by the Issuer on September 23, 1999, authorizing the issuance of the Series 1999A Bond, as supplemented and amended.

“Series 1999B Bond” means the Water Revenue Bond, Series 1999B, of the Issuer, dated September 23, 1999, issued in the original principal amount of \$2,012,000, bearing interest at the rate of 5.125% per annum.

“Series 1999B Bond Resolution” means the Resolution adopted by the Issuer on September 23, 1999, authorizing the issuance of the Series 1999B Bond, as supplemented and amended.

“Series 2004 Bonds” means collectively the Series 2004A Bonds and the Series 2004B Bonds.

“Series 2004A Bonds” means the Water Revenue Bond, Series 2004A (West Virginia Infrastructure Fund), of the Issuer, dated June 17, 2004, issued in the original principal amount of \$3,750,000 bearing no interest.

“Series 2004B Bonds” means the Water Revenue Bond, Series 2004B (United States Department of Agriculture), of the Issuer, dated June 17, 2004, issued in the original principal amount of \$780,000, bearing interest at the rate of 4.375% per annum.

“Series 2004 Bonds Resolution” means the Resolution adopted by the Issuer on June 15, 2004, authorizing the issuance of the Series 2004 Bonds, as supplemented and amended.

“Series 2009A Bond” means the Water Revenue Bond, Series 2009A, of the Issuer, dated October 22, 2009, issued in the original principal amount of \$660,000, bearing interest at the rate of 4.25% per annum.

“Series 2009A Bond Resolution” means the Resolution adopted by the Issuer on October 20, 2009, authorizing the issuance of the Series 2009A Bond.

“Series 2013 Bond” means the Water Revenue Bonds (SCADA Systems Update Project), Series 2013, of the Issuer, dated June 21, 2013, issued in the original principal amount of \$210,500, bearing interest at the rate of 3.375% per annum.

“Series 2013 Bond Resolution” means the Resolution adopted by the Issuer on June 19, 2013, authorizing the issuance of the Series 2013 Bond.

“Series 2024 Bonds Construction Trust Funds” means, collectively, the Series 2024A Bonds Construction Trust Fund and the Series 2024B Bonds Construction Trust Fund.

“Series 2024 Bonds Reserve Accounts” means collectively the Series 2024 A Bonds Reserve Account and the Series 2024 B Bonds Reserve Account.

“Series 2024 A Bonds” means the Water Revenue Bonds, Series 2024 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Resolution, in the original aggregate principal amount of \$1,356,139.

“Series 2024 A Bonds Construction Trust Fund” means the Series 2024A Bonds Construction Trust Fund established by Section 5.01 hereof.

“Series 2024 A Bonds Reserve Account” means the Series 2024 A Bonds Reserve Account established in the Series 2024 A Bonds Sinking Fund pursuant to Section 5.02 hereof.

“Series 2024 A Bonds Reserve Requirement” means, as of any date of calculation, the maximum amount of principal which will become due on the Series 2024 A Bonds in the then concurrent or any succeeding year.

“Series 2024 A Bonds Sinking Fund” means the Series 2024 A Bonds Sinking Fund established pursuant to Section 5.02 hereof.

“Series 2024 B Bonds” means the Water Revenue Bonds, Series 2024 B (United States Department of Agriculture), of the Issuer, authorized by this Resolution, in the original aggregate principal amount of \$3,609,000.

“Series 2024 B Bonds Construction Trust Fund” means the Series 2024 B Bonds Construction Trust Fund established by Section 5.01 hereof.

“Series 2024 B Bonds Reserve Account” means the Series 2024 B Bonds Reserve Account established pursuant to Section 5.02 hereof.

“Series 2024 B Bonds Reserve Requirement” means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2024 B Bonds in the then concurrent or any succeeding year.

“State” means the State of West Virginia.

“Supplemental Resolution” means any resolution or order of the Issuer supplementing or amending this Resolution and, when preceded by the article “the,” refers specifically to the Supplemental Resolution authorizing the sale of the Series 2024 Bonds; provided, that any matter intended by this Resolution to be included in the Supplemental Resolution with respect to the Series 2024 Bonds and not so included may be included in another 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 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, as further defined in Section 5.03(B) hereof.

“System” means the complete existing waterworks system now owned by the Issuer, consisting of a waterworks system in its entirety or any integral part thereof, including all mains, hydrants, meters, valves, standpipes, storage tanks, pump tanks, pumping stations, intakes, wells, impounding reservoirs, pumps, machinery, equipment, furniture, fixtures, purification plants and softening apparatus and all other facilities necessary, appropriate, useful, convenient or incidental in connection with or to a water supply system, and shall include the Project and any further extensions, additions, betterments and improvements thereto hereafter acquired or constructed for said waterworks system from any sources whatsoever, both within and without the Issuer.

“Tap Fees” means the fees, if any, paid by prospective customers of the System in order to connect thereto.

“West Virginia Infrastructure Fund” means the West Virginia Infrastructure Fund established in accordance with Chapter 31, Article 15A, Section 9 of the Code of West Virginia, 1931, as amended and in effect on the date of adoption hereof.

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

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender.

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms refer to this Resolution; and the term “hereafter” means after the date of enactment of this Resolution.

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

ARTICLE II

AUTHORIZATION OF ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT

Section 2.01. Authorization of Acquisition, Construction and Equipping of the Project. There is hereby authorized the acquisition and construction of the Project, at an estimated cost of \$4,965,139, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The foregoing Project costs, including without limitation costs associated with the issuance of the Series 2024 Bonds, shall be paid with the proceeds of the Series 2024 Bonds. The proceeds of the Series 2024 Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and has entered into or will enter into contracts for the acquisition, construction and equipping of the Project, which are in an amount and otherwise compatible with the financing plan submitted to the Authority, the Council and the Purchaser.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF LOAN AGREEMENT

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2024 Bonds, funding reserve accounts for the respective Series 2024 Bonds, paying Costs of the Project not otherwise provided for, and paying certain costs of issuance of the Series 2024 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be issued negotiable Series 2024 Bonds of the Issuer, in an aggregate principal amount of not more than \$4,965,139. The Series 2024 Bonds shall be issued in two series, the first series to be designated “Water Revenue Bonds, Series 2024 A (West Virginia Infrastructure Fund),” in the aggregate principal amount of \$1,356,139, and the second series to be designated “Water Revenue Bonds, Series 2024 B (United States Department of Agriculture),” in the aggregate principal amount of \$3,609,000, and shall have such terms as set forth hereinafter or in the Supplemental Resolution. The proceeds of the Series 2024 Bonds remaining after the funding of the Series 2024 Bonds Reserve Accounts (if funded from the Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the respective Series 2024 Bonds Construction Trust Funds established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. A. The Series 2024 A Bonds shall be issued and delivered to the Authority initially in the form of a single bond No. AR-1, fully registered to the Authority, with a debt service schedule attached, and shall bear interest at the rate of 2.75% per annum, and shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2024 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America.

B. The Series 2024 B Bonds shall be issued initially in the form of a single bond, No. BR-1, fully registered to the United States of America, acting through the United States Department of Agriculture, and shall be dated the Closing Date. The Series 2024 B Bonds shall bear interest, from date, payable on the first anniversary of the date of the Series 2024 B Bonds and thereafter monthly at the rate of [2.125]% per annum, and shall be sold at the par value thereof. The Series 2024 B Bonds shall be subject to prepayment of scheduled monthly installments, or any portion thereof, at the option of the Issuer, and shall be payable as set forth in the bond form hereinafter set forth.

The Series 2024 Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of

principal installments of said Bonds; provided, that neither the Authority nor the Purchaser shall be obligated to pay any expenses of such exchange.

Subsequent series of Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution or another resolution. The Bonds shall be dated as of the date specified in a Supplemental Resolution or another resolution and shall bear interest, if any, from such date.

Section 3.03. Execution of Bonds. The Series 2024 Bonds shall be executed in the name of the Issuer by the Chairman, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary. In case any one or more of the officers who shall have signed or sealed any of the Series 2024 Bonds shall cease to be such officer of the Issuer before the Series 2024 Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2024 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 2024 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 3.10 shall have been manually executed by the Bond Registrar with respect to the Series 2024 A Bonds and by the Issuer with respect to the Series 2024 B Bonds. Any such executed Certificate of Authentication and Registration upon any such Series 2024 Bond shall be conclusive evidence that such Series 2024 Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2024 A Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2024 A Bonds issued hereunder. The Certificate of Authentication and Registration on any Series 2024 B Bond shall be deemed to have been executed by the Issuer, as bond registrar for the Series 2024 B Bonds, if manually signed by the Chairman, Secretary or any other authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2024 B Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2024 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting any of said Bonds shall be conclusively deemed to have agreed that such Series 2024 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bond shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Series 2024 A Bonds remain Outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain the books for the registration and transfer of the Series 2024 A Bonds. So long as any of the Series 2024 B Bonds remain Outstanding, the Issuer shall keep and maintain the books for the registration and transfer of the Series 2024 B Bonds.

The registered Series 2024 A Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto, together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his duly authorized attorney. The registered Series 2024 B Bonds shall be transferable only upon the books of the Issuer, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 2024 A Bonds or transferring the registered Series 2024 A Bonds are exercised, Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2024 A Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2024 A Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Series 2024 A Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2024 A Bonds or, in the case of any proposed redemption of Series 2024 A Bonds, next preceding the date of the selection of Series 2024 A Bonds to be redeemed, and ending on such interest payment date or redemption date.

In all cases in which the privilege of exchanging Series 2024 B Bonds or transferring the registered Series 2024 B Bonds are exercised, Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2024 B Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Series 2024 B Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2024 B Bonds or, in the case of any proposed redemption of Series 2024 B Bonds, next preceding the date of the selection of Series 2024 B Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar with respect to the Series 2024 A Bonds, if so advised by the Issuer, and the Issuer with respect to the Series 2024 B Bonds shall authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or

in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar with respect to the Series 2024 A Bonds and the Issuer with respect to the Series 2024 B Bonds and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2024 Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided and amounts, if any, in the Series 2024 A Bonds Sinking Fund and the Series 2024 Bonds Reserve Accounts. No holder or holders of any of the Series 2024 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2024 Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of all the Series 2024 Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System, on a parity with the lien on the Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Series 2024 Bonds and the Prior Bonds and to make the payments into all funds and accounts either existing or hereinafter established are hereby irrevocably pledged to the payment of the principal of and interest on the Series 2024 Bonds and Prior Bonds as the same become due.

Section 3.09. Delivery of Bonds. A. The Issuer shall execute and deliver the Series 2024 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2024 A Bonds to the original purchasers upon receipt of the documents set forth below:

- (1) If other than the Authority, a list of the names in which the Series 2024 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;
- (2) A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2024 A Bonds to the original purchasers;
- (3) An executed and certified copy of the Bond Legislation;
- (4) An executed copy of the Loan Agreement; and
- (5) The approving opinion of bond counsel on the Series 2024 A Bonds.

B. With respect to the Series 2024 B Bonds, the Chairman is hereby authorized and directed to cause such Series 2024 B Bonds, hereby awarded to the Purchaser pursuant to the Letter of Conditions, to be authenticated by the Issuer and delivered to Purchaser on the date of delivery of the Series 2024 B Bonds.

Section 3.10. Forms of Series 2024 Bonds. The text of the Series 2024 Bonds shall be in substantially the following respective forms, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

[Form of Series 2024 A Bond]

**UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MINERAL WELLS PUBLIC SERVICE DISTRICT
WATER REVENUE BOND,
SERIES 2024 A
(WEST VIRGINIA INFRASTRUCTURE FUND)**

No. AR-1

\$[1,356,139.00]

KNOW ALL MEN BY THESE PRESENTS: That MINERAL WELLS PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Wood, Wirt and Jackson Counties of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns, the sum of ONE MILLION THREE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$[1,356,139.00]), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as Exhibit A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing on _____, _____, as set forth on the "Debt Service Schedule" attached as Exhibit B hereto and incorporated herein by reference, with interest on each installment at the rate of two and three-fourths percent (2.75%) per annum as set forth on said Exhibit B.

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

This Bond may only be redeemed prior to its stated date of maturity in whole or in part but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council") and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement between the Issuer and the Authority, acting on behalf of the Council, dated _____, 20__.

This Bond is issued (i) to permanently finance a portion of the costs of acquisition, construction and equipping of certain additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public waterworks system of the Issuer, the Project and any further additions, betterments or improvements thereto are herein called the

"System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"), and a Resolution duly adopted by the Issuer on _____, 20____ and a Supplemental Resolution duly adopted by the Issuer on _____, 20____ (collectively called the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other securities provided for the Bonds of this Series (the "Bonds") under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH (1) THE WATER REVENUE BOND, SERIES 1997A, OF THE ISSUER, DATED AUGUST 14, 1997, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$650,000 (THE "SERIES 1997A BOND"); (2) THE WATER REVENUE BOND, SERIES 1999A, OF THE ISSUER, DATED SEPTEMBER 23, 1999, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$700,000 (THE "SERIES 1999A BOND"); (3) THE WATER REVENUE BOND, SERIES 1999B, OF THE ISSUER, DATED SEPTEMBER 23, 1999, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$2,012,000 (THE "SERIES 1999B BOND"); (4) THE WATER REVENUE BOND, SERIES 2004A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE ISSUER, DATED JUNE 17, 2004, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,750,000 (THE "SERIES 2004A BOND"); (5) THE WATER REVENUE BOND, SERIES 2004B (UNITED STATES DEPARTMENT OF AGRICULTURE), OF THE ISSUER, DATED JUNE 17, 2004, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$780,000 (THE "SERIES 2004B BOND"); (6) THE WATER REVENUE BOND, SERIES 2009A, OF THE ISSUER, DATED OCTOBER 22, 2009, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$660,000 (THE "SERIES 2009A BOND"); (7) THE WATER REVENUE BOND (SCADA SYSTEMS UPDATE PROJECT), SERIES 2013, OF THE ISSUER, DATED JUNE 21, 2013, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$210,500 (THE "SERIES 2013 BOND"); (THE SERIES 1997A BOND, THE SERIES 1999A BOND, THE SERIES 1999B BOND, THE SERIES 2004A BOND, THE SERIES 2004B BOND, THE SERIES 2009A BOND AND THE SERIES 2013 BOND ARE COLLECTIVELY REFERRED TO HEREIN AS THE "PRIOR BONDS"); AND (8) THE WATER REVENUE BONDS, SERIES 2024 B (UNITED STATES DEPARTMENT OF AGRICULTURE), OF THE ISSUER, DATED _____, 2024, ISSUED CONCURRENTLY HERewith IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,609,000 (THE "SERIES 2024 B BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the System, on a parity with the pledge of the Net Revenues in favor of the holders of the Prior Bonds and the Series 2024 B Bonds, and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2024 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any

constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2024 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds and the Series 2024 B Bonds, provided however, that so long as there exists in the Series 2024 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Prior Bonds and the Series 2024 B Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

In accordance with the requirements of the United States Department of Agriculture for the issuance of parity obligations, this Bond will be in default should any proceeds of this Bond be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as

required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

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

IN WITNESS WHEREOF, the MINERAL WELLS PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated _____, 2024.

MINERAL WELLS PUBLIC SERVICE DISTRICT

[SEAL]

Chairman

ATTEST:

Secretary

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is the Series 2024 A Bond described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____,

_____,
as Registrar

By _____
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	<u>Amount</u>	<u>Date</u>		<u>Amount</u>	<u>Date</u>
(1)	\$		(7)	\$	
(2)	\$		(8)	\$	
(3)	\$		(9)	\$	
(4)	\$		(10)	\$	
(5)	\$		(11)	\$	
(6)	\$		(12)	\$	

Total \$ _____

EXHIBIT B
DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers
unto _____

_____ the within Bond and
does hereby irrevocably constitute and appoint _____, Attorney
to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer
with full power of substitution in the premises.

Dated: _____, 20____.

In the presence of:

[Form of Series 2024 B Bond]

**UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MINERAL WELLS PUBLIC SERVICE DISTRICT
WATER REVENUE BOND,
SERIES 2024 B
(UNITED STATES DEPARTMENT OF AGRICULTURE)**

No. BR-_____

\$3,609,000.00

MINERAL WELLS PUBLIC SERVICE DISTRICT, a public service district and political subdivision of the State of West Virginia in Wood, Wirt and Jackson Counties of said State (the "Issuer"), for value received, promises to pay to the order of the United States of America, acting through the United States Department of Agriculture (the "Purchaser"), or its registered assigns, at its National Finance Office, St. Louis, Missouri, 63103, or at such other place as the Purchaser may hereafter designate in writing, the principal sum of THREE MILLION SIX HUNDRED NINE THOUSAND DOLLARS (\$3,609,000.00), plus interest on the unpaid principal balance at the rate of [two and one-eighth] per cent (2.125%) per annum. The said principal and interest shall be paid in the following installments on the following dates: Installments of interest only commencing on the first anniversary of the date of this Bond and following such initial annual installment of interest only monthly installments of interest only on the corresponding day of each month for the next 12 months and thereafter, commencing 25 months following the date of this Bond, on said corresponding day of each month \$[11,549.00], covering principal and interest, except that the final installment shall be paid at the end of 40 years from the date of this Bond, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount hereof is not advanced at the time of closing, the proceeds hereof shall be advanced to Issuer as requested by Issuer and approved by the Purchaser and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made hereon shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Issuer. Refunds and extra payments, as defined in the regulations of the Purchaser according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Issuer to pay the remaining installments as scheduled herein.

If the United States of America at any time assigns this Bond and insures the payment thereof, Issuer shall continue to make payments to the United States of America as collection agent for the Holder.

While this Bond is held by an insured lender, prepayments made by Issuer may, at the option of the Purchaser, be remitted by the Purchaser to the Holder promptly or, except for final payment, be retained by the Purchaser and remitted to the Holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Issuer, except payments retained and remitted by the Purchaser on an annual installment due date basis, shall be the date of the United States Treasury check by which the Purchaser remits the payment to the Holder. The effective date of any prepayment retained and remitted by the Purchaser to the Holder on an annual installment due date basis shall be the date of the prepayment by Issuer and the Purchaser will pay the interest to which the Holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the Holder.

Any amount advanced or expended by the Purchaser for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Purchaser shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Issuer to the Purchaser without demand. Issuer agrees to use the loan evidenced hereby solely for purposes authorized by the Purchaser.

Issuer hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing such funds for financing costs of construction of repairs, replacements and improvements to the waterworks system (the "System") of the Issuer, is payable solely from the Revenues to be derived from the operation of the System after there have been first paid from such Revenues the reasonable current costs of operation and maintenance of the System. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Secretary of the Issuer, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Resolutions hereinafter described, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Secretary of the Issuer.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (herein called the "Act"), the Bond Resolution and Supplemental Resolution of the Issuer adopted on _____, 2024 (the "Resolution").

If at any time it shall appear to the Purchaser that Issuer may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Issuer will, at Purchaser's request, apply for and accept such loan in sufficient amount to repay the Purchaser.

This Bond is given as evidence of a loan to Issuer made or insured by the Purchaser pursuant to the Consolidated Farmers Home Rural Development Act. This Bond shall be subject to the present regulations of the Farmers Home Administration and its successors and assigns and to future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH (1) THE WATER REVENUE BOND, SERIES 1997A, OF THE ISSUER, DATED AUGUST 14, 1997, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$650,000; (2) THE WATER REVENUE BOND, SERIES 1999A, OF THE ISSUER, DATED SEPTEMBER 23, 1999, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$700,000; (3) THE WATER REVENUE BOND, SERIES 1999B, OF THE ISSUER, DATED SEPTEMBER 23, 1999, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$2,012,000; (4) THE WATER REVENUE BOND, SERIES 2004A, OF THE ISSUER, DATED JUNE 17, 2004, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,750,000; (5) THE WATER REVENUE BOND, SERIES 2004B, OF THE ISSUER, DATED JUNE 17, 2004, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$780,000; (6) THE WATER REVENUE BOND, SERIES 2009A, OF THE ISSUER, DATED OCTOBER 22, 2009, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$660,000; (7) THE WATER REVENUE BOND (SCADA SYSTEMS UPDATE PROJECT), SERIES 2013, OF THE ISSUER, DATED JUNE 21, 2013, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$210,500; AND (8) THE WATER REVENUE BOND, SERIES 2024 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE ISSUER, DATED _____, 2024, ISSUED CONCURRENTLY HERewith IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,356,139.

In accordance with the requirements of the United States Department of Agriculture for the issuance of parity obligations, this Bond will be in default should any proceeds of the Bond be used for a purpose that will contribute to excessive erosion of highly erodible land or the conversion of wetlands to produce an agricultural commodity.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the MINERAL WELLS PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated _____, 2024.

MINERAL WELLS PUBLIC SERVICE
DISTRICT

Attest:

Secretary, Public Service Board

By: _____
Chairman, Public Service Board

[CORPORATE SEAL]

RECORD OF ADVANCES			
AMOUNT	DATE	AMOUNT	DATE
(1) \$		(6) \$	
(2) \$		(7) \$	
(3) \$		(8) \$	
(4) \$		(9) \$	
(5) \$		(10) \$	
TOTAL \$			

(No writing on this Bond except by the Issuer as Registrar.)

Date of
Registration

In Whose Name
Registered

Signature of
Secretary or Registrar

_____, 2024

United States of America,
Acting through the United States
Department of Agriculture
1550 Earl L. Core Road, Suite 101
Morgantown, West Virginia 26505

ASSIGNMENT

Pay to the Order of

UNITED STATES OF AMERICA

By: _____
(Title)

Section 3.11. Sale of Series 2024 Bonds; Approval and Ratification of Execution of Loan Agreement with Authority. A. The Series 2024 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. The Loan Agreement, including all schedules and exhibits attached thereto, are hereby approved and ratified. If not so authorized by previous resolution, the Chairman is specifically authorized and directed to execute the Loan Agreement substantially in the form attached hereto as Exhibit B and made a part hereof, and the Secretary is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

B. The Series 2024 B Bond shall be sold to the Purchaser pursuant to the terms and conditions of the Letter of Conditions.

Section 3.12. Series 2024 Bonds are Issued as Parity Bonds With Respect to Prior Bonds. The Series 2024 Bonds are issued as and shall constitute parity bonds with respect to the Prior Bonds. The Issuer has received the consent of the Holder of all of the Outstanding Prior Bonds for the issuance of the Series 2024 Bonds on a parity with the Prior Bonds.

Section 3.13. Filing of "Amended Schedule". Upon completion of acquisition and construction of the Project, the Issuer will file with the Council and the Authority an amended schedule, the form of which will be provided by the Council, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V
FUNDS AND ACCOUNTS; SYSTEM REVENUES AND
APPLICATION THEREOF

Section 5.01. Establishment or Continuance of Funds and Accounts with Depository Bank. The following special funds or accounts are created (or continued if previously established by the Prior Resolutions) with and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and from each other:

- A. Revenue Fund (created or continued by the Prior Resolutions)
- B. Depreciation Reserve (created or continued by prior Resolutions);
- C. Cash Working Capital Reserve; and
- D. Series 2023 A Bonds Construction Trust Fund; and
- E. Series 2023 B Bonds Construction Trust Fund.

Section 5.02. Establishment or Continuance of Funds and Accounts with Commission. The following special funds or accounts are hereby created (or continued if previously established by the Prior Resolutions) with the Commission:

- A. Series 1997A Bond Reserve Account (created by the Series 1997A Bond Resolution);
- B. Series 1999A Bond Reserve Account (created by the Series 1999A Bond Resolution);
- C. Series 1999B Bond Reserve Account (created by the Series 1999B Bond Resolution);
- D. Series 2004A Bonds Sinking Fund;
- E. Within the Series 2004A Bonds Sinking Fund, the Series 2004A Bonds Reserve Account (created by the Series 2004 Bonds Resolution);
- F. Series 2004B Bonds Reserve Account (created by the Series 2004 Bonds Resolution);
- G. Series 2009A Bond Reserve Account (created by the Series 2009A Bond Resolution);
- H. Series 2013 Bond Reserve Account (created by the Series 2013 Bond Resolution);

- I. Series 2024 A Bonds Sinking Fund;
- J. Within the Series 2024 A Bonds Sinking Fund, the Series 2024 A Bonds Reserve Account; and
- K. Series 2024 B Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds.

A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and 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 on deposit in the Revenue Fund shall be disposed of only in the following order and priority:

1. The Issuer shall first each month pay from the monies in the Revenue Fund all current Operating Expenses of the System.

2. The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously (i) make the interest payments on the Prior Bonds in the amounts required by the Prior Resolutions; (ii) remit to the Commission, commencing 3 months prior to the first date of payment of interest on the Series 2024 A Bonds, for deposit in the Series 2024 A Bond Sinking Fund, an amount equal to one-third of the amount of interest that will become due on the Series 2024 A Bonds on the next ensuing interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2024 A Bonds Sinking Fund and the next quarterly principal payment date is less than three months, then such monthly payment shall be increased proportionately to provide, one month prior to the next quarterly principal payment date, the required amount of principal coming due on such date; and (iii) remit to the National Finance Office designated in the Series 2024 B Bonds the amount required to pay the interest on the Series 2024 B Bonds as set forth in the Series 2024 B Bonds.

3. The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously (i) make the principal payments on the Prior Bonds in the amounts and in the manner required by the Prior Resolutions; (ii) remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2024 A Bonds, for deposit in the Series 2024 A Bonds Sinking Fund, an amount equal to one-third of the amount of principal which will mature and become due on the Series 2024 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2024 A Bonds Sinking Fund and the next quarterly principal payment date is less than three months, then such monthly payment shall be increased proportionately to provide, one month prior to the next quarterly principal payment date, the required amount of principal coming due on such date; and (iii) remit to the National Finance Office, commencing 25 months following the date of delivery of the Series 2024 B Bonds, the amount of principal due on the Series 2024 B Bonds as set forth in the Series 2024 B Bonds.

4. The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously (i) make the reserve account payments into the Reserve Accounts of the Prior Bonds in the amounts required by the Prior Resolutions; (ii) commencing 3 months prior to the first date of payment of principal of the Series 2024 A Bonds, if not fully funded upon issuance of the Series 2024 A Bonds, remit to the Commission for deposit in the Series 2024 A Bonds Reserve Account, an amount equal to 1/120 of the Series 2024 A Bonds Reserve Requirement, until the amount in the Series 2024 A Bonds Reserve Account equals the Series 2024 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2024 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2024 A Bonds Reserve Requirement; and (iii) commencing the first date of payment of principal of the Series 2024 B Bonds, if not fully funded upon issuance of the Series 2024 B Bonds, remit to the Commission for deposit in the Series 2024 B Bonds Reserve Account, an amount equal to 1/120 of the Series 2024 B Bonds Reserve Requirement until the amount in the Series 2024 B Bonds Reserve Account equals the Series 2024 B Bonds Reserve Requirement.

5. The Issuer shall next, from the moneys remaining in the Revenue Fund, on the first day of each month, transfer to the Depreciation Reserve (as required by the Prior Resolutions and not in addition thereto) an amount equal to 2 1/2% of the Gross Revenues each month, exclusive of any payment for account of any Reserve Account. Moneys in the Depreciation Reserve shall be used first to make up any deficiencies for monthly payments of the principal and interest, if any, the Services 2024 Bonds and the Prior Bonds as the same become due, and next to restore to the Series 2024 A Bonds Reserve Accounts and the reserve accounts relating to the Prior Bonds any sums transferred therefrom, and in the event there are not sufficient moneys in the Depreciation Reserve to make the transfers required by this sentence, such transfers shall be made on a pro rate basis. Thereafter, and provided that payments into the Series 2024 Bonds Reserve Accounts and the reserve accounts relating to the Prior Bonds are current and in accordance with the foregoing provisions, moneys in the Depreciation Reserve may be withdrawn by the Issuer and used for extraordinary repairs and for capital replacements, improvements or additions and capital equipment for the System, or any part thereof.

6. The Issuer shall next, each month, transfer from the monies remaining in the Revenue Fund the amount required, if any, to fund or maintain the Cash Working Capital Reserve at the required level. All funds in the Cash Working Capital Reserve shall be kept separate and 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 Cash Working Capital Reserve for such purposes as permitted by the laws and regulations of the State in effect at such time.

Moneys in the Series 2024 A Bond Sinking Fund shall be used only for the purposes of paying principal of the Series 2024 A Bond as the same shall become due. Moneys in the Series 2024 A Bond Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2024 A Bonds, as the same shall come due, when other moneys in the Series 2024 A Bond Sinking Fund are insufficient therefor, and for no other purpose.

Moneys in the Series 2024 B Bond Reserve Account shall be used only for the purpose of paying principal of and interest on the Series 2024 B Bonds, as the same shall come due, when other moneys in the Revenue Fund are insufficient therefor, for prepayment of installments on the Series 2024 B Bonds or for mandatory prepayment of the Series 2024 B Bonds as provided herein, and for no other purpose.

All investment earnings on moneys in the Series 2024 A Bond Sinking Fund and the Series 2024 A Bond Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2024 A Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment due on the Series 2024 A Bonds, if any, and then to the next ensuing principal payment due on the Series 2024 A Bonds.

All investment earnings on moneys in the Series 2024 B Bonds Reserve Account shall be withdrawn, not less than once each year, from the Depository Bank by the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2024 B Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, to the next ensuing installment of principal and interest due on the Series 2024 B Bonds.

Any withdrawals from the Series 2024 Bonds Reserve Accounts which result in a reduction in the balance of the respective Series 2024 Bonds Reserve Accounts to below the respective Reserve Requirements shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the priority set forth above.

As and when additional Bonds ranking on a parity with the Series 2024 Bonds are issued, provision shall be made for additional payments into the respective sinking fund sufficient to pay the interest on such additional Parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve account in a amount equal to the requirement therefor.

The Issuer shall not be required to make any further payments into the respective Series 2024 Bonds Sinking Funds, or into the respective Series 2024 Bonds Reserve Accounts when the aggregate amount of funds therein are at least equal to the respective aggregate principal amount of the respective Series 2024 Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

Principal, interest or reserve payments, whether made for a deficiency or otherwise shall be made on a parity and pro rata with respect to the Prior Bonds and the Series 2024 Bonds in accordance with the respective principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2024 A Bonds Sinking Fund, the Series 2024 A Bonds Reserve Account and the Series 2024 B Bonds Reserve Account created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Authority in writing at any time, the Issuer shall make the

necessary arrangements whereby required payments into the Series 2024 A Bonds Sinking Fund, the Series 2024 A Bonds Reserve Account and the Series 2024 B Bonds Reserve Account shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Moneys in the Series 2024 A Bonds Sinking Fund and the Series 2024 Bonds Reserve Accounts shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2024 A Bonds Sinking Fund and the Series 2024 Bonds Reserve Accounts shall be used solely and only for, and are hereby pledged for, the purpose of servicing the respective Series 2024 Bonds under the restrictions and conditions set forth herein.

Whenever the money in the Series 2024 B Bonds Reserve Account shall be sufficient to prepay the Series 2024 B Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Series 2024 B Bonds at the earliest practical date and in accordance with the applicable provisions hereof.

B. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by law, such excess shall be considered Surplus Revenues. Surplus Revenues may be used for any lawful purpose of the System.

C. The Issuer shall on the first day of each month (if the first day is not a business day, then the next succeeding business day of each month), deposit with the Commission the required principal and reserve account payments with respect to the Series 2024 A Bonds and the reserve payments with respect to the Series 2024 B Bonds 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 Bond Legislation. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited.

D. The Issuer shall complete the Monthly Payment Form, a form of which is attached to the Loan Agreement and submit a copy of said form along with a copy of its payment check to the Authority by the 5th day of such calendar month.

E. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall, if required by the Authority at anytime, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

F. The moneys in excess of the maximum amounts insured by FDIC in any of the funds and accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State.

G. The Gross Revenues of the System shall only be used for purposes of the System.

H. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03, and the Gross Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

I. All Tap Fees shall be deposited by the Issuer, as received, in the Revenue Fund and may be used for any lawful purpose of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the moneys received from the sale of any or all of the Series 2024 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2024 A Bonds, there shall first be deposited with the Commission in the Series 2024 A Bonds Reserve Account the sum, if any, set forth in the Supplemental Resolution for funding of the Series 2024 A Bonds Reserve Account, and from the proceeds of the Series 2024 B Bonds, there shall first be deposited with the Commission in the Series 2024 B Bonds Reserve Account the sum, if any, set forth in the Supplemental Resolution for funding of the Series 2024 B Bonds Reserve Account.

B. Next, from the proceeds of the Series 2024 Bonds, there shall first be credited to the respective Series 2024 Bonds Construction Trust Funds and then paid, any and all borrowings by the Issuer made for the purpose of temporarily financing a portion of the Costs of the Project, together with interest accrued thereon to the date of such payment, not otherwise paid from funds of the Issuer.

C. As the Issuer receives advances of the remaining moneys derived from the sale of such Series 2024 A Bonds, such moneys shall be deposited with the Depository Bank in the Series 2024 A Bonds Construction Trust Fund. The monies in the Series 2024 A Bonds Construction Trust Fund shall be applied solely to payment of Costs of the Project in the manner set forth in Section 6.02 and until so transferred or expended, are hereby pledged as additional security for the Series 2024 A Bonds.

D. As the Issuer receives advances of the remaining moneys derived from the sale of such Series 2024 B Bonds, such moneys shall be deposited with the Depository Bank in the Series 2024 B Bonds Construction Trust Fund. The monies in the Series 2024 B Bonds Construction Trust Fund shall be applied solely to payment of Costs of the Project in the manner set forth in Section 6.02 and until so transferred or expended, are hereby pledged as additional security for the Series 2024 B Bonds.

E. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs of the Project have been paid, any remaining proceeds of the Series 2024 A Bonds shall be expended as directed by the Authority and the Council and any remaining proceeds of the Series 2024 B Bonds shall be expended in accordance with the regulations of the Purchaser.

Section 6.02. Disbursements From the Series 2024 Construction Trust Funds. A. With respect to the Series 2024 A Bonds, the Issuer shall each month provide the Council with a requisition for the costs incurred for the Project together with such documentation as the Council shall require. Payments for costs of the Project from the proceeds of the Series 2024 A Bond shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2024 A Bonds Construction Trust Fund shall be made only after submission to, and approval from the Council of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

1. None of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;
2. Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;
3. Each of such costs has been otherwise properly incurred; and
4. Payment for each of the items proposed is then due and owing.

Pending such application, moneys in the Series 2024 A Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

B. With respect to the Series 2024 B Bonds, the moneys in the Series 2024 B Bonds Construction Trust Fund in excess of the amount insured by FDIC shall be secured at all times by the Depository Bank by securities or in a manner lawful for the securing of deposits of state and municipal funds under West Virginia law. Moneys in the Series 2024 B Bonds Construction Trust Fund shall be expended by the Issuer solely for the purposes provided herein.

Until completion of acquisition and construction of the Project, the Issuer will transfer from the Series 2024 B Bonds Construction Trust Fund and pay to the Purchaser on or before the due date thereof, such sums as shall be from time to time required to make the monthly installment payments on the Series 2024 B Bonds if there are not sufficient Net Revenues to make such monthly payment.

Moneys in the Series 2024 B Bonds Construction Trust Fund shall be used solely to pay the cost of acquisition and construction of the Project upon vouchers and other documentation approved by the Purchaser.

If the Issuer shall determine at any time that all funds on deposit in the Series 2024 B Bonds Construction Trust Fund exceed the estimated disbursements on account of the Project for the ensuing ninety (90) days, the Issuer may invest such excess funds in Government Obligations which shall mature not later than eighteen (18) months after the date of such investment. All such investments and the income therefrom shall be carried to the credit of the Series 2024 B Bonds Construction Trust Fund.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2024 Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of said Series 2024 Bonds or the interest thereon is Outstanding and unpaid. Further, all the covenants, agreements and provisions of the Prior Resolutions shall remain in full force and effect so long as any of the Prior Bonds remain Outstanding.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2024 Bonds shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of any Series 2024 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay said Series 2024 Bonds or the interest thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Position with Respect to Prior Bonds. The payment of the debt service of the Series 2024 Bonds issued hereunder shall be secured forthwith equally and ratably by a first lien on the Net Revenues derived from the operation of the System, on parity with the lien on said Net Revenues in favor of the Holders of the Prior Bonds. The Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Prior Bonds and the Series 2024 Bonds and to make the payments into the sinking funds, including the reserve accounts therein, and all other payments provided for in the Bond Legislation and the Prior Resolutions are hereby irrevocably pledged, in the manner provided herein, to the payment of the principal of and interest on the Series 2024 Bonds and the Prior Bonds as the same become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges with all requisite appeal periods having expired without successful appeal. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the Recommended Decision of the PSC in Case No. 23-0376-PWD-19A, entered on September 5, 2023, which Recommended Decision became a Final Order of the PSC on September 25, 2023, and which rates are incorporated herein by reference as a part hereof and are hereby adopted. The schedule of rates and charges for the services and facilities of the System to go into effect upon substantial completion of the Project shall be as set forth in the Recommended Decision of the PSC in Case No. 22-0826-PWD-CN, entered on December 14, 2022, which Recommended Decision became a Final Order

of the PSC on January 3, 2023, and which rates are incorporated herein by reference as part hereof and are hereby adopted.

So long as any of the Series 2024 Bonds are Outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates and charges initially established for the System in connection with the Series 2024 Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent and in the manner authorized by law, immediately adjust and increase such schedule of rates and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Prior Bonds are Outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the System, or any part thereof, except as provided in the Prior Resolutions. Additionally, so long as the Series 2024 Bonds are Outstanding and except as otherwise required by law or with the written consent of the Authority and the Purchaser, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Series 2024 Bonds Outstanding in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2024 Bonds, be immediately remitted to the Commission and to the National Finance Office and applied to the payment of principal of and interest, if any, on the Series 2024 Bonds. Any balance remaining after the payment of all the Series 2024 Bonds and Prior Bonds and interest thereon shall be remitted to the Issuer by the Commission and the Purchaser unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of \$250,000, the Issuer shall, by resolution, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Depreciation Reserve. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of \$250,000 but not in excess of \$1,000,000, the Issuer shall first, in writing, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such

property shall be deposited in the Depreciation Reserve. Such payment of such proceeds into the Depreciation Reserve established by the 1979 Resolution shall not reduce the amounts required to be paid into said fund by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of \$1,000,000 and insufficient to pay the Series 2024 Bonds and Prior Bonds then Outstanding without the prior approval and consent in writing of over 50% in principal amount of the Holders, or their duly authorized representatives, of the Series 2024 Bonds and Prior Bonds then outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Series 2024 Bonds and Prior Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and in Section 7.07, so long as any of the Series 2024 Bonds are Outstanding, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2024 Bonds. All obligations issued by the Issuer after the issuance of the Series 2024 Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 2024 Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations. Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2024 Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2024 Bonds and the interest thereon in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the Authority, the Council and the Purchaser prior written notice of its issuance of any other obligations to be used for the System, payable from the revenues of the System or from any grants, or any other obligations related to the Project or the System.

Section 7.07. Parity Bonds. So long as any of the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the respective Prior Resolutions shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2024 Bonds pursuant to this Bond Legislation, except under the conditions and in the manner herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2024 Bonds and must have the prior written consent of the Purchaser, the Authority and the Council.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the design, construction or acquisition of extensions, improvements or betterments to the System or refunding the Prior Bonds, the Series 2024 Bonds issued pursuant hereto or one or more subsequent series of Parity Bonds, or both such purposes.

So long as the Series 2024 B Bonds are Outstanding, no Parity Bonds shall be issued at any time, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal Year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

- (1) The Bonds then Outstanding;
- (2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution the Outstanding; and
- (3) The Parity Bonds then proposed to be issued.

The foregoing limitation may be waived or modified by the written consent of the Registered Owners of the Series 2024 B Bonds, representing 75% of the then outstanding principal indebtedness relating thereto.

In addition, so long as the Series 2024 A Bond are outstanding, no Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

- (1) The Bonds then Outstanding;
- (2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and
- (3) The Parity Bonds then proposed to be issued.

The “estimated average increased annual Net Revenues to be received in each of the 3 succeeding years,” as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from (a) the improvements to be financed by such Parity Bonds and (b) any increase in rates adopted by the Issuer and approved in the manner required by then applicable law, the period for appeal of which has expired (without successful appeal) prior to the date of delivery of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public

Accounts, which shall be filed in the office of the Secretary prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive-month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the said Independent Certified Public Accountants on account of increased rates, rentals, fees and charges for the System adopted by the Issuer and approved in the manner required by then applicable law, the period for appeal of which has expired (without successful appeal) prior to issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Series 2024 Bonds and the Holders of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this section. Bonds issued on a parity, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond of one series over any other Bond of the same series. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation or separate resolution authorized said parity Bonds required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior lien of the Series 2024 Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from the revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2024 Bonds.

No Parity Bonds shall be issued any time, however, unless all the payments into the respective funds and accounts provided for in this Bond Legislation and the Prior Resolutions with respect to the Series 2024 Bonds and Prior Bonds then Outstanding, and any other payments provided for in this Bond Legislation, shall have been made in full as required to the date of delivery of such Parity Bonds, and the Issuer shall then be in full compliance with all the covenants, agreements and terms of this Bond Legislation.

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the costs of acquiring the Project site and acquiring, constructing and installing the Project. The Issuer shall permit the Authority, the Council and the Purchaser, or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Authority, the Council and the Purchaser such documents and information as they may reasonably require in connection with the acquisition, construction and installation of the

Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

The Issuer shall permit the Authority, the Council and the Purchaser, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of construction of the Project and commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

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 Bond or Bonds issued pursuant to this Bond Legislation 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 and safeguards to the extent allowed and as prescribed by the Public Service Commission of West Virginia. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the Governing Body. The Governing Body 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 Governing Body shall be reported to such agent of the Issuer as the Governing Body shall direct.

The Issuer shall file with the Authority, the Council and the Purchaser, or any other original purchaser of the Bonds, and shall mail in each year to any Holder or Holders of Bonds requesting the same, an annual report containing the following:

A. A statement of Gross Revenues, Operating Expenses, Net Revenues and Surplus Revenues derived from and relating to the System.

B. A balance sheet statement showing all deposits in all the funds and accounts provided for in this Bond Legislation with respect to said Bonds and Prior Bonds and the status of all said funds and accounts.

C. The amount of any Bonds or other obligations outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and if the Issuer receives \$750,000 or more (in any combination of federal funds) in a fiscal year, the audit shall be obtained in accordance with 2 CFR 200 Subpart F, or successor thereto in effect at the time), and shall mail upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of Bonds and shall submit said report to the Authority, the Council, the Purchaser or any other original purchaser of the Bonds. Such audit report submitted to the Authority, the Council and the Purchaser shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan

Agreement and this Bond Legislation, and that the Issuer's revenues are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

Subject to the terms, conditions and provisions of the Loan Agreement and the Act, the Issuer has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared by the Consulting Engineers. All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Issuer.

The Issuer shall permit the Authority, the Council and the Purchaser, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction and commencement of operation of the Project, the Issuer shall also provide the Authority, the Council and the Purchaser, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the Purchaser with respect to the System pursuant to the Act.

Section 7.09. Rates. Equitable rates or charges for the use of and service rendered by the System have been established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Secretary, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all reasonable expenses of operation, repair and maintenance of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Series 2024 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2024 Bonds, including without limitation the Prior Bonds; provided that, (i) in the event that amounts equal to or in excess of the reserve requirements are on deposit, respectively, in the Series 2024 Bonds Reserve Accounts and reserve accounts for obligations on a parity with the Series 2024 Bonds, including without limitation the Prior Bonds, are funded at least at the requirement therefor, or (ii) in the event the Series 2024 A Bonds are no longer outstanding, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest on the Series 2024 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2024 Bonds, including without limitation the Prior Bonds. In any event, the Issuer shall not reduce the rates or charges for services set forth in the rate schedule described in Section 7.04.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by

resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority, the Council and the Purchaser within 30 days of adoption thereof. The Issuer, with the approval of the Governing Body, may amend the budget during the subject Fiscal Year provided that the budget remains balanced after such amendment. If the budget is so amended, a copy of the amended budget shall be submitted to the Authority, the Council and the Purchaser within 15 days of the adoption of such amendment. After the adoption of any such amendment, the budget, as amended, shall be the budget of the Issuer for the balance of the subject Fiscal Year. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a registered professional engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a registered professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget, any amendments thereto and all resolutions authorizing increased expenditures for operation and maintenance to the Authority, the Council and the Purchaser and to any Holder of any Bonds who shall file his or her address with the Issuer and request in writing that copies of all such budgets, any amendments thereto and resolutions be furnished him or her and shall make available such budgets, any amendments thereto and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of any Bonds or anyone acting for and in behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for two years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement, and forward a copy of such report to the Authority and the Council by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority, the Council and the Purchaser, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority, the Council and the Purchaser is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Authority, the Council and the Purchaser covering the supervision and inspection of the development and construction of the Project, and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Authority, the Council, the Purchaser and the Issuer at the

completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Issuer shall employ qualified operating personnel properly certified by the State to operate the System so long as the Series 2024 Bonds are Outstanding.

Section 7.12. 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, body, agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 7.13. 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.

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 20 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees 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 of the System to all users of the services of the System delinquent in payment of charges for the service of the System and will not restore such services until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and the Issuer shall take all further actions to enforce collections to the maximum extent permitted by law.

Section 7.14. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves 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. 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 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as any of the Series 2024 Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or

carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies will be placed in the Depreciation Reserve and shall be used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Depreciation Reserve. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the Purchaser, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the contractors and subcontractors, as their interests may appear.

(2) PUBLIC LIABILITY INSURANCE, with limits of not less than \$1,000,000 per occurrence to protect the Issuer, the Authority and the Purchaser 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.

(3) WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR: AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the construction contract and to be required of each contractor contracting 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 the Project in compliance with West Virginia Code Chapter 38, Article 2, Section 39.

(4) FLOOD INSURANCE, if the facilities of the System are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the Issuer.

(5) BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

(6) FIDELITY BONDS, will be provided for every officer, member and employee of the Issuer or the Governing Body having custody of the revenues or of any other funds of the System, in an amount at least equal to the total funds in the custody of any such person at any one time.

B. The Issuer shall require all contractors engaged in the construction of the Project to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price of the portion of the Project covered by the particular contract as security for

the faithful performance of such contract. The Issuer shall verify such bonds prior to commencement of construction. The Issuer shall also require all contractors engaged in the construction of the Project to carry such workers' compensation coverage for all employees working on the Project and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project; provided that the amounts and terms of such coverage are satisfactory to the Authority, the Council and the Purchaser. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, the Purchaser, the Issuer, the prime contractor and all subcontractors, as their interest may appear. The Issuer shall verify such insurance prior to commencement of construction.

Section 7.16. Completion and Operation of Project; Permits and Orders. The Issuer will complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards.

The Issuer has obtained all permits required by state and federal laws for the acquisition and construction of the Project, all orders and approvals from the Public Service Commission of West Virginia and the Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals for issuance of the Series 2024 Bonds required by state law, with all requisite appeal periods having expired without successful appeal.

Section 7.17. Compliance With Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the Council with all copies submitted to the Authority.

The Issuer also agrees to comply with the Act and all applicable laws, rules and regulations issued by the Authority, the Council, the Purchaser or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

Section 7.18. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2024 Bonds or within thirty days thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Council and the Purchaser for written approval. The Issuer shall obtain the written approval of the Council and the Purchaser before expending any proceeds of the Series 2024 Bonds held in "contingency" as set forth in the schedule attached to the Certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Council and the Purchaser before expending any proceeds of the Series 2024 Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the Purchaser, the Council and the Authority in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project.

Section 7.19. Connections. To the extent permitted by the laws of the State and rules and regulations of the PSC, the Issuer shall require every owner, tenant or occupant of any house, dwelling or building intended to be served by the System to connect thereto

Section 7.20. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2024 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2024 Bonds and shall be for the equal benefit of all Holders of each respective series of Series 2024 Bonds; provided, however, that the statutory mortgage lien in favor of the Holders of the Series 2024 Bonds shall be on parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

Section 7.21. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.22. Wetlands Covenant. The Issuer shall not use any Series 2024 Bond proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity. Failure to comply with this covenant shall constitute an Event of Default under Section 9.01 of this Resolution.

ARTICLE VIII

INVESTMENT OF FUNDS

Section 8.01. Investments. Any moneys held as a part of the funds and accounts created by this Bond Legislation shall be invested and reinvested by the Commission, the Depository Bank, or such other bank or national banking association holding such fund or account, as the case may be, at the written direction of the Issuer in any Qualified Investments to the fullest extent possible under applicable laws, this Bond Legislation, the need for such moneys for the purposes set forth herein, and the specific restrictions and provisions set forth in this Section 8.01.

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 investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the "Consolidated Fund." The Commission, the Depository Bank, or such other bank or national banking association, as the case may be, 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 Depository Bank or such other bank or national banking association, as the case may be, may make any and all investments permitted by this section through its own bond department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year during which the respective banks hold any such funds, accounts or investments (or more often if reasonably requested by the Issuer), a summary of such funds, accounts, and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2024 Bonds are Outstanding and as long thereafter as necessary to comply with the Code.

Section 8.02. Certificate as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2024 A Bonds as a condition of issuance of the Series 2024 A Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2024 A Bonds as may be necessary in order to maintain the status of the Series 2024 A Bonds as governmental bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2024 A Bonds which would cause any bonds, if any, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, as the case may be, from which the proceeds of the Series 2024 A Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action,

or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the Council, to ensure compliance with the covenants and agreements set forth in this Section 8.02, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2024 A Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an “Event of Default” with respect to the Series 2024 Bonds:

- (1) If default occurs in the due and punctual payment of the principal of or interest on any of the Series 2024 Bonds; or
- (2) If default occurs in the Issuer’s observance of any of the covenants, agreements or conditions on its part relating to the Series 2024 Bonds, set forth in this Bond Legislation, any supplemental resolution or in the Series 2024 Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, Registrar or any other Paying Agent or a Holder of a Bond; or
- (3) 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; or
- (4) If a default occurs under any of the Prior Bonds or any of the Prior Resolutions.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Holders of the Bonds, including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds, (iv) 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 Holders of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided that all rights and remedies of the Holders of the Series 2024 Bonds shall be on a parity with the Holders of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Holder of a Bond, may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Holder of a Bond, 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 or to complete the acquisition and construction of the Project on behalf of the Issuer with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating

Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other avenues in conformity with the provisions of this Bond Legislation and the Act.

The receiver so appointed shall forthwith, directly or by his or her or its agents and attorneys, enter into and upon and take possession of all facilities of said System and shall hold, operate and 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 exercise.

Whenever all that is due upon the Bonds and interest thereon and under any covenants of this Bond Legislation for reserve, sinking or other funds 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 Bond Legislation 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 Holder of any Bonds, 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 or her or it, 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 may be 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 Holders of the Bonds. 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 Registered Owners of such Bonds, and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, 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, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Series 2024 Bonds. If the Issuer shall pay or there shall otherwise be paid, to the respective Holders of all Series 2024 Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 2024 Bonds only, the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2024 Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to the issuance of the Series 2024 Bonds, this Resolution may be amended or supplemented in any way by Supplemental Resolution. Following issuance of the Series 2024 Bonds, no material modification or amendment of this Bond Legislation, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the respective rights of Registered Owners of the Series 2024 Bonds shall be made without the consent in writing of the Holders of the Series 2024 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Series 2024 Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein respectively pledged therefor without the consent of the respective Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the Series 2024 A Bonds remain public purpose bonds.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Holders of the Bonds and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Resolution should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, the Supplemental Resolution, or the Series 2024 Bonds.

Section 11.04. Headings, Etc. The headings and catchlines of the articles, sections and subsections hereof are for convenience of reference only, and shall not affect in any way the meaning or interpretation of any provision hereof.

Section 11.05. Conflicting Provisions Repealed. All orders, ordinances, or resolutions and or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed, provided that in the event of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control (unless less restrictive), so long as the respective Prior Bonds or any portion thereof are Outstanding.

Section 11.06. 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 enactment of this Resolution 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 members of the Governing Body were at all times when any actions in connection with this Resolution occurred and are duly in office and duly qualified for such office.

Section 11.07. Effective Time. This Resolution shall take effect upon adoption.

Adopted April 18, 2024.


Chairman, Public Service Board

ATTEST:

By: 
Secretary

CERTIFICATION

Certified a true copy of a Resolution duly enacted by the Public Service Board of Mineral Wells Public Service District on the 18th day of April 2024.

Dated: May 9, 2024.


Secretary

[SEAL]

1156478.1

EXHIBIT A

DESCRIPTION OF PROJECT

Acquisition, construction and equipping of additions, betterments and improvements to the water system of the Mineral Wells Public Service District including the procurement and installation of approximately 2,244 radio-read meters for existing customers; installation of 89 meter pits on water services with inside meter settings; replacement of 5,700 lineal feet of water main with 6-inch mains along Sams Creek Road and Sycamore Road; abandonment of valve vault near the old I-77 Rest Area; replacement of 25 hydrants and installation of 9 new hydrants; installation of automatic flushing and sampling stations at 9 locations; installation of tank mixers in each of 6 water storage tanks; access road improvements at 3 tank sites; install fencing and standby generators at 3 water booster pump stations and the main Office/Garage complex; construct improvement to the Pettyville Booster Station including second pump, fencing, SCADA, and standby generator; and SCADA improvements to monitor the transmission main river crossing and all necessary appurtenant facilities.

EXHIBIT B

SERIES 2024 A BONDS LOAN AGREEMENT

[SEE TRANSCRIPT DOCUMENT NO. 3]

**MINERALS WELLS PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS,
SERIES 2024 A (WEST VIRGINIA INFRASTRUCTURE FUND)
AND
SERIES 2024 B (UNITED STATES DEPARTMENT OF AGRICULTURE)**

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, INTEREST RATES, PRINCIPAL PAYMENT DATES, REDEMPTION PROVISIONS, SALE PRICES AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2024 A (WEST VIRGINIA INFRASTRUCTURE FUND) AND THE WATER REVENUE BONDS, SERIES 2024 B (UNITED STATES DEPARTMENT OF AGRICULTURE) OF MINERAL WELLS PUBLIC SERVICE DISTRICT; AUTHORIZING, RATIFYING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH SERIES 2024 A BONDS, THE SALE AND DELIVERY OF SUCH SERIES 2024 A BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY AND THE SALE AND DELIVERY OF SUCH SERIES 2024 B BONDS TO THE UNITED STATES OF AMERICA; DESIGNATING A BONDS REGISTRAR, DEPOSITORY BANK, AND PAYING AGENT; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Public Service Board of Mineral Wells Public Service District (the "Issuer") has duly and officially adopted a Resolution on April 18, 2024 (the "Resolution") entitled:

RESOLUTION AUTHORIZING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE WATERWORKS SYSTEM OF THE MINERAL WELLS PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE MINERAL WELLS PUBLIC SERVICE DISTRICT OF NOT MORE THAN FOUR MILLION NINE HUNDRED SIXTY-FIVE THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$4,965,139) IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS IN TWO SERIES, THE FIRST SERIES TO BE DESIGNATED "WATER REVENUE BONDS, SERIES 2024 A (WEST VIRGINIA INFRASTRUCTURE FUND)" IN THE

AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION THREE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$1,356,139), AND THE SECOND SERIES TO BE DESIGNATED “WATER REVENUE BONDS, SERIES 2024 B (UNITED STATES DEPARTMENT OF AGRICULTURE)” IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION SIX HUNDRED NINE THOUSAND DOLLARS (\$3,609,000); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT WITH THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY ACTING ON BEHALF OF THE WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL RELATING TO THE SERIES 2024 A BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS; AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Resolution provides for the issuance by the Issuer of not more than Four Million Nine Hundred Sixty-Five Thousand One Hundred Thirty-Nine Dollars (\$4,965,139.00) in aggregate principal amount of water revenue bonds in two series (collectively, the “Series 2024 Bonds”), the first series to be designated Water Revenue Bonds, Series 2024 A (West Virginia Infrastructure Fund) in the aggregate principal amount of \$1,356,139 (the “Series 2024 A Bonds”), and the second series to be designated Water Revenue Bonds, Series 2024 B (United States Department of Agriculture) in the aggregate principal amount of \$3,609,000 (the “Series 2024 B Bonds”), and has preliminarily authorized the execution and delivery of a loan agreement relating to the Series 2024 A Bonds, including all schedules and exhibits attached thereto (the “Loan Agreement”), by and between the Issuer and the Authority acting on behalf of the West Virginia Infrastructure and Jobs Development Council (the “Council”), all in accordance with Chapter 16, Article 13A and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the “Act”); and in the Resolution it is provided that the exact principal amounts, dates, maturity dates, interest rates, interest and principal payment dates, redemption provisions, sale prices and other terms of the Series 2024 Bonds should be established by a supplemental resolution pertaining to the Series 2024 Bonds; and that other matters relating to the Series 2024 Bonds be herein provided for;

WHEREAS, the Series 2024 A Bonds and the Series 2024 B Bonds shall be on parity with respect to liens, pledges and sources of and security for payment with respect to each other and with respect to the Prior Bonds;

WHEREAS, the form of the Loan Agreement relating to the Series 2024 A Bonds has been presented to the Issuer at this meeting for final ratification and approval;

WHEREAS, the Series 2024 A Bonds are proposed to be purchased by the Authority on behalf of the Council pursuant to the Loan Agreement and the Series 2024 B Bonds are proposed to be purchased by the Purchaser pursuant to the Letter of Conditions dated January 8, 2021, previously approved by the Issuer; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement be finally ratified, approved and entered into by the Issuer, that the exact principal amounts, dates, maturity dates, interest rates, interest and principal payment dates, redemption provisions, sale prices and other terms of the Series 2024 Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 2024 Bonds be herein provided for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE MINERAL WELLS PUBLIC SERVICE DISTRICT:

Section 1. Pursuant to the Resolution and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued:

A. Water Revenue Bonds, Series 2024 A (West Virginia Infrastructure Fund) of the Issuer, originally represented by a single bond, numbered AR-1, in the principal amount of \$1,356,139. The Series 2024 A Bonds shall be dated the date of delivery thereof, shall finally mature on March 1, 2044, shall bear interest at a rate of 2.75% per annum, shall be subject to redemption upon the written consent of the Authority and the Council, and upon payment of the redemption premium, if any, and otherwise in compliance with the Loan Agreement, as long as the Authority shall be registered owner of the Series 2024 A Bonds, and shall be payable in quarterly installments of principal on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2025, in the amounts as set forth in the Schedule Y attached to the Loan Agreement and incorporated in and made a part of the Series 2024 A Bonds.

B. Water Revenue Bonds, Series 2024 B (United States Department of Agriculture) of the Issuer, originally represented by a single bond, numbered BR-1, in the principal amount of \$3,609,000. The Series 2024 B Bonds shall be dated the date of delivery thereof, shall finally mature on May 9, 2054, shall bear interest at the rate of 2.125% per annum, shall be subject to redemption at any time at the option of the Issuer and otherwise in compliance with the regulations of the Purchaser, as long as the Purchaser shall be registered owner of the Series 2024 B Bonds, and shall be payable in installments on the following dates: installments of interest only commencing on the first anniversary of the date of the Series 2024 B Bonds and following such initial annual installment of interest only monthly installments of interest only on the corresponding day of each month for the next 12 months and thereafter, commencing 25 months following the date of the Series 2024 B Bonds, on said corresponding day of each month \$11,549.00, covering principal and interest, except that the final installment shall be paid at the end of 40 years from the date of the Series 2024 B Bonds..

Section 2. All other provisions relating to the Series 2024 Bonds and the text of the Series 2024 A Bonds and the Series 2024 B Bonds shall be as provided in the Resolution.

Section 3. The Issuer does hereby authorize, ratify, approve and accept the form of the Loan Agreement relating to the Series 2024 A Bonds, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Chairman and the Secretary and the performance of the obligations contained therein, on behalf of the Issuer are hereby authorized, approved and directed. The price of the Series 2024 Bonds shall be 100% of par value, there being no interest accrued thereon. The proceeds of the Series 2024 Bonds shall be advanced from time to time as requisitioned by the Issuer, and at closing, there shall be requisitioned and advanced a portion of the proceeds of the Series 2024 A Bonds in the amount of \$182,759.82 and a portion of the proceeds of the Series 2024 B Bonds in the amount of \$316,653.45, being more than a de minimis amount with respect to each series of 2004 Bonds. The Issuer hereby affirms all covenants and representations made in the Loan Agreement relating to the Series 2024 A Bonds and in the respective applications to the Council and the Purchaser.

Section 4. The Issuer does hereby appoint and designate [United Bank, Charleston, West Virginia], to serve as Registrar for the Series 2024 A Bonds (the "Registrar") and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Series 2024 A Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Chairman, and the performance of the obligations contained therein, on behalf of the Issuer are hereby authorized, approved and directed. The Issuer does hereby reaffirm the designation of the Issuer as registrar for the Series 2024 B Bonds.

Section 5. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 2024 A Bonds under the Resolution.

Section 6. The Issuer does hereby appoint and designate WesBanco Bank, Inc., Parkersburg, West Virginia, to serve as Depository Bank under the Resolution.

Section 7. The Series 2024 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2024 A Bonds Sinking Fund as capitalized interest.

Section 8. The Series 2024 A Bonds proceeds in the amount of \$-0- shall be deposited in a Series 2024 A Bonds Reserve Account.

Section 9. The Series 2024 B Bonds proceeds in the amount of \$-0- shall be deposited in a Series 2024 B Bonds Reserve Account.

Section 10. The remaining proceeds of the Series 2024 A Bonds shall be deposited in the Series 2024 A Bonds Construction Trust Fund as received from time to time for payment of Costs of the Project, and payment of cost of issuance of the Series 2024 A Bonds and the reimbursement of the Issuer of any such Costs paid by the Issuer.

Section 11. The remaining proceeds of the Series 2024 B Bonds shall be deposited in the Series 2024 B Bonds Construction Trust Fund as received from time to time for payment of Costs of the Project, and payment of cost of issuance of the Series 2024 B Bonds and the reimbursement of the Issuer of any such Costs paid by the Issuer.

Section 12. The Chairman and Secretary are hereby authorized and directed to execute and deliver the Series 2024 Bonds and such other documents, agreements, instruments and certificates required or desirable in connection with the Series 2024 Bonds hereby and by the Resolution approved and provided for, and to affix thereon the seal of the Issuer, as appropriate, to the end that the Series 2024 A Bonds may be delivered to the Authority pursuant to the Loan Agreement and that the Series 2024 B Bonds may be delivered to the Purchaser pursuant to the Letter of Conditions on or about May 9, 2024, or as soon thereafter as practicable.

Section 13. The acquisition and construction of the Project and the financing thereof with the proceeds of the Series 2024 Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 14. The Governing Body hereby determines that it is in the best interest of the Issuer to invest all monies in the funds and accounts established by the Resolution held by the Depository Bank in demand deposits of the Depository Bank, secured by a pledge of Government Obligations, and therefore the Issuer hereby authorizes and directs the Depository Bank to take such actions as may be necessary to cause such monies to be invested in such demand deposits until further directed by the Issuer. Monies in the Series 2024 A Bonds Sinking Fund and the Series 2024 Bonds Reserve Accounts shall be invested by the Commission in the West Virginia Consolidated Fund.

Section 15. All contracts relating to the financing, acquisition and construction of the Project are hereby approved and the Chairman is hereby authorized and directed to execute and deliver all such contracts.

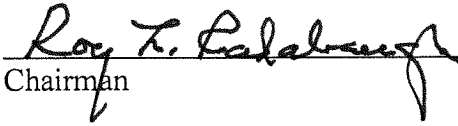
Section 16. The Issuer hereby approves the costs of issuance and authorizes the payment of the same.

Section 17. The Issuer hereby approves payment of all invoices and bills for the Project which have been received to date from the proceeds of the Series 2024 A Bonds and/or the Series 2024 B Bonds. The Issuer also hereby approves the reimbursement of the Issuer from the proceeds of the Series 2024 A Bonds and/or the Series 2024 B Bonds for any such invoices or bills for the Project previously paid by the Issuer.

Section 18. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 18th day of April 2024.

MINERAL WELLS PUBLIC SERVICE DISTRICT


Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Public Service Board of Mineral Wells Public Service District on the 18th day of April 2024.

Dated: May 9, 2024.

[SEAL]


Secretary

LOAN AGREEMENT

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

MINERAL WELLS PUBLIC SERVICE DISTRICT
(2017W-1700)

(Governmental Agency)

WITNESSETH:

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

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

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

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

WHEREAS, the Governmental Agency has completed and filed with the Authority an Application for a Construction Loan with attachments and exhibits and an Amended Application for a Construction Loan also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference; and

WHEREAS, having reviewed the Application and made all findings required by the Act and having available sufficient funds therefor, the Council has authorized the Authority to lend the Governmental Agency the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Governmental Agency with money in the Infrastructure Fund, subject to the Governmental Agency's

satisfaction of certain legal and other requirements of the Council's loan program (the "Program") as hereinafter set forth.

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

ARTICLE I
Definitions

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II The Project and the System

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

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

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

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

2.5 The Governmental Agency shall keep complete and accurate records of the cost of acquiring the Project site and the costs of constructing, acquiring and installing the Project. The Governmental Agency shall permit the Authority and the Council, acting by and through their directors or their duly authorized agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Governmental Agency shall submit to

the Authority and the Council such documents and information as they may reasonably require in connection with the construction, acquisition and installation of the Project, the operation and maintenance of the System and the administration of the Loan or of any State and federal grants or other sources of financing for the Project.

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

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

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

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

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

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

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

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

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

ARTICLE III Conditions to Loan; Issuance of Local Bonds

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

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

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

(c) The Governmental Agency shall either have received bids or entered into contracts for the construction of the Project which are in an amount and otherwise compatible with the plan of financing described in the Application; provided that, if the Loan will refund an interim construction financing, the Governmental Agency must either be constructing or have constructed its Project for a cost and as otherwise compatible with the plan

of financing described in the Application; and, in either case, the Authority and the Council shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit A;

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

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

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

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

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

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

satisfactory to the Authority and the Council, and evidence satisfactory to the Authority and the Council of such irrevocably committed grants.

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

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

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

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

3.6 The Governmental Agency shall fund and maintain a working capital fund with a balance of not less than one eighth (1/8) of the Governmental Agency's actual annual operating and maintenance expenses. This fund is separate from and in addition to the renewal replacement fund required under Section 4.1(a)(iii) hereof.

ARTICLE IV

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

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

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

(i) to pay Operating Expenses of the System;

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

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

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

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

(b) Covenants substantially as follows:

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

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

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

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

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

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

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

(viii) That the Authority may, by proper legal action, compel the performance of the duties of the Governmental Agency under the Local Act, including the

making and collection of sufficient rates or charges for services rendered by the System, and shall also have, in the event of a default in payment of principal of or interest on the Local Bonds, the right to obtain the appointment of a receiver to administer the System or construction of the Project, or both, as provided by law;

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

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

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

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

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

(xiv) That the proceeds of the Local Bonds, advanced from time to time, must (a) be deposited in a construction fund, which, except as otherwise agreed to in writing by the Authority, shall be held separate and apart from all other funds of the Governmental Agency and on which the owners of the Local Bonds shall have a lien until such proceeds are applied to the construction of the Project (including the repayment of any incidental interim financing) and/or (b) be used to pay (or redeem) bond anticipation notes or other interim financing of such Governmental Agency, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the Authority and the Council, the proceeds of the Local Bonds may be used to fund all or a portion of the Reserve Account, on which the owner of the Local Bonds shall have a lien as provided herein;

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

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

(xvii) That, unless waived by the Authority the Governmental Agency shall authorize a sweep resolution so that monthly payments can be made to the Commission electronically. If waived by the Authority, the Governmental Agency shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required interest, principal and reserve account payment. The Governmental Agency shall complete the Monthly Payment Form, attached hereto as Exhibit D and incorporated herein by reference, and submit a copy of said form along with a copy of the check or electronic transfer to the Authority by the 5th day of such calendar month;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

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

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

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

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

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

ARTICLE VI
Other Agreements of the Governmental Agency

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

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

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

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

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

ARTICLE VII
Miscellaneous

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

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

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

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

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

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

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

7.8 The Authority acknowledges that certain terms and requirements in this Loan Agreement may not be applicable when the Project is financed in part by the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and under that circumstance those terms and requirements are specifically waived or modified as agreed to by the Authority and set forth in the Local Act.

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

7.10 This Loan Agreement shall terminate upon the earlier of:

- (i) the end of ninety (90) days after the date of execution hereof by the Authority or such later date as is agreed to in writing by the Council if the Governmental Agency has failed to deliver the Local Bonds to the Authority;

- (ii) termination by the Authority and the Council pursuant to Section 6.1 hereof; or
- (iii) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Governmental Agency to the Authority, acting on behalf of the Council.

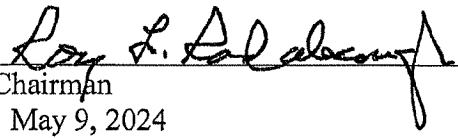
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(06/20)

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

MINERAL WELLS PUBLIC SERVICE
DISTRICT

(SEAL)

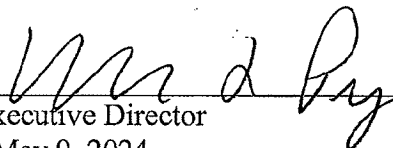
By: 
Its: Chairman
Date: May 9, 2024

Attest:


Its: Secretary

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

(SEAL)

By: 
Its: Executive Director
Date: May 9, 2024

Attest:

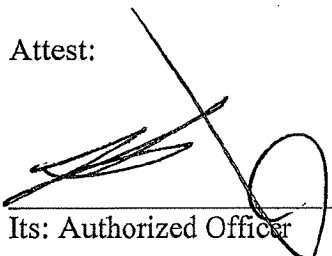

Its: Authorized Officer

EXHIBIT A
FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

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

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

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the Council and any change orders approved by the Issuer, the Council and all necessary governmental bodies; (ii) the schematic design for the Project began [before/after July 1, 2012], (iii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least _____ years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in Schedule B attached hereto as Exhibit A, and my firm¹ has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (v) the successful bidders received

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

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any and all addenda to the original bid documents; (vi) the bid documents relating to the Project reflect the Project as approved by the Council and the bid forms provided to the bidders contain all critical operational components of the Project; (vii) the successful bids include prices for every item on such bid forms; (viii) the uniform bid procedures were followed; (ix) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (x) as of the effective date thereof², the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Loan Agreement; (xi) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the Council; (xii) the successful bidders have provided the Drug-Free Workplace Affidavit as evidence of the Vendor's compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code; and (xiii) attached hereto as Exhibit A is the final amended "Schedule B - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

4. The Project will serve _____ new customers in the _____ area.

WITNESS my signature and seal on this _____ day of _____, ____.

[SEAL]

By: _____
West Virginia License No. _____

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

EXHIBIT B
OPINION OF BOND COUNSEL FOR GOVERNMENTAL AGENCY

[To Be Dated as of Date of Loan Closing]

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

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

Ladies and Gentlemen:

We are bond counsel to _____ (the
"Governmental Agency"), a _____.

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

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EXHIBIT C
MONTHLY FINANCIAL REPORT

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

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

Name of Person Completing Form

Address

Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

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

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

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EXHIBIT D
MONTHLY PAYMENT FORM

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:

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

Witness my signature this ____ day of _____.

[Name of Governmental Agency]

By: _____
Authorized Officer

Enclosure: copy of check(s)

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

A. Series A Bonds

Principal Amount of Local Bonds	\$1,356,139
Purchase Price of Local Bonds	\$1,356,139

The Local Bonds shall bear interest at a rate of 2.75% per annum. Commencing September 1, 2025, principal of and interest on the Local Bonds is payable quarterly. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

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

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

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

As of the date of the Loan Agreement, the Local Bonds are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Governmental Agency:

1. Water Revenue Bond, Series 1997A, dated August 14, 1997, issued in the original principal amount of \$650,000;
2. Water Revenue Bond, Series 1999A, dated September 23, 1999, issued in the original principal amount of \$700,000;
3. Water Revenue Bond Series 1999B, dated September 23, 1999, issued in the original principal amount of \$2,012,000;
4. Water Revenue Bond, Series 2004A, dated June 17, 2004, issued in the original principal amount of \$3,750,000;
5. Water Revenue Bond, Series 2004B, dated June 17, 2004, issued in the original principal amount of \$780,000;
6. Water Revenue Bond, Series 2009A, dated October 22, 2009, issued in the original principal amount of \$660,000; and

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7. Water Revenue Bonds, Series 2013, dated June 21, 2013, issued in the original principal amount of \$210,500.

Number of New Users: -0-

Location: Mineral Wells area of Wood County

SCHEDULE Y
DEBT SERVICE SCHEDULE

Bond Debt Service					
Mineral Wells PSD					
IF					
\$1,356,139					
2.75% Interest Rate					
20 Years					
	Dated Date	5/9/2024			
	Delivery Date	5/9/2024			
Period Ending	Principal	Coupon	Interest	Debt Service	
9/1/2025	13,880	2.750%	9,323.46	23,203.46	
12/1/2025	13,975	2.750%	9,228.03	23,203.03	
3/1/2026	14,071	2.750%	9,131.95	23,202.95	
6/1/2026	14,168	2.750%	9,035.21	23,203.21	
9/1/2026	14,265	2.750%	8,937.81	23,202.81	
12/1/2026	14,363	2.750%	8,839.74	23,202.74	
3/1/2027	14,462	2.750%	8,740.99	23,202.99	
6/1/2027	14,562	2.750%	8,641.57	23,203.57	
9/1/2027	14,662	2.750%	8,541.45	23,203.45	
12/1/2027	14,763	2.750%	8,440.65	23,203.65	
3/1/2028	14,864	2.750%	8,339.16	23,203.16	
6/1/2028	14,966	2.750%	8,236.97	23,202.97	
9/1/2028	15,069	2.750%	8,134.07	23,203.07	
12/1/2028	15,173	2.750%	8,030.47	23,203.47	
3/1/2029	15,277	2.750%	7,926.16	23,203.16	
6/1/2029	15,382	2.750%	7,821.13	23,203.13	
9/1/2029	15,488	2.750%	7,715.38	23,203.38	
12/1/2029	15,594	2.750%	7,608.90	23,202.90	
3/1/2030	15,701	2.750%	7,501.69	23,202.69	
6/1/2030	15,809	2.750%	7,393.75	23,202.75	
9/1/2030	15,918	2.750%	7,285.06	23,203.06	
12/1/2030	16,028	2.750%	7,175.62	23,203.62	
3/1/2031	16,138	2.750%	7,065.43	23,203.43	
6/1/2031	16,249	2.750%	6,954.48	23,203.48	
9/1/2031	16,360	2.750%	6,842.77	23,202.77	
12/1/2031	16,473	2.750%	6,730.30	23,203.30	
3/1/2032	16,586	2.750%	6,617.04	23,203.04	
6/1/2032	16,700	2.750%	6,503.01	23,203.01	
9/1/2032	16,815	2.750%	6,388.20	23,203.20	
12/1/2032	16,931	2.750%	6,272.60	23,203.60	
3/1/2033	17,047	2.750%	6,156.20	23,203.20	
6/1/2033	17,164	2.750%	6,039.00	23,203.00	
9/1/2033	17,282	2.750%	5,921.00	23,203.00	
12/1/2033	17,401	2.750%	5,802.18	23,203.18	
3/1/2034	17,521	2.750%	5,682.55	23,203.55	
6/1/2034	17,641	2.750%	5,562.10	23,203.10	
9/1/2034	17,762	2.750%	5,440.81	23,202.81	
12/1/2034	17,884	2.750%	5,318.70	23,202.70	
3/1/2035	18,007	2.750%	5,195.75	23,202.75	
6/1/2035	18,131	2.750%	5,071.95	23,202.95	
9/1/2035	18,256	2.750%	4,947.30	23,203.30	
12/1/2035	18,381	2.750%	4,821.79	23,202.79	
3/1/2036	18,508	2.750%	4,695.42	23,203.42	
Apr 10, 2024 1:50 pm Prepared by Piper Sandler & Co.					
(WDA:LOANS-MIN124) 1					

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Bond Debt Service Mineral Wells PSD IF \$1,356,139 2.75% Interest Rate 20 Years					
<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	
6/1/2036	18,635	2.750%	4,568.18	23,203.18	
9/1/2036	18,763	2.750%	4,440.06	23,203.06	
12/1/2036	18,892	2.750%	4,311.07	23,203.07	
3/1/2037	19,022	2.750%	4,181.18	23,203.18	
6/1/2037	19,153	2.750%	4,050.41	23,203.41	
9/1/2037	19,284	2.750%	3,918.73	23,202.73	
12/1/2037	19,417	2.750%	3,786.15	23,203.15	
3/1/2038	19,550	2.750%	3,652.66	23,202.66	
6/1/2038	19,685	2.750%	3,518.25	23,203.25	
9/1/2038	19,820	2.750%	3,382.92	23,202.92	
12/1/2038	19,956	2.750%	3,246.66	23,202.66	
3/1/2039	20,094	2.750%	3,109.46	23,203.46	
6/1/2039	20,232	2.750%	2,971.31	23,203.31	
9/1/2039	20,371	2.750%	2,832.22	23,203.22	
12/1/2039	20,511	2.750%	2,692.17	23,203.17	
3/1/2040	20,652	2.750%	2,551.15	23,203.15	
6/1/2040	20,794	2.750%	2,409.17	23,203.17	
9/1/2040	20,937	2.750%	2,266.21	23,203.21	
12/1/2040	21,081	2.750%	2,122.27	23,203.27	
3/1/2041	21,226	2.750%	1,977.34	23,203.34	
6/1/2041	21,372	2.750%	1,831.41	23,203.41	
9/1/2041	21,519	2.750%	1,684.48	23,203.48	
12/1/2041	21,667	2.750%	1,536.54	23,203.54	
3/1/2042	21,816	2.750%	1,387.57	23,203.57	
6/1/2042	21,966	2.750%	1,237.59	23,203.59	
9/1/2042	22,117	2.750%	1,086.57	23,203.57	
12/1/2042	22,269	2.750%	934.52	23,203.52	
3/1/2043	22,422	2.750%	781.42	23,203.42	
6/1/2043	22,576	2.750%	627.27	23,203.27	
9/1/2043	22,731	2.750%	472.06	23,203.06	
12/1/2043	22,887	2.750%	315.78	23,202.78	
3/1/2044	23,045	2.750%	158.43	23,203.43	
	1,356,139		384,099.01	1,740,238.01	

Apr 10, 2024 1:50 pm Prepared by Piper Sandler & Co.

(WDA:LOANS-MIN124) 2

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(06/20)

SCHEDULE Z

(None)

**MINERAL WELLS PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS,
SERIES 2024 A (WEST VIRGINIA INFRASTRUCTURE FUND)**

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

The undersigned authorized representative of West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority and Roy L. Radabaugh, Chairman of the Mineral Wells Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the 9th of May 2024, the Authority received the entire original issue of \$1,356,139 in aggregate principal amount of Water Revenue Bonds, Series 2024 A (West Virginia Infrastructure Fund) of the Issuer (the "Series 2024 A Bonds"), issued as a single, fully registered Bond, numbered AR-1 and dated May 9, 2024.

2. At the time of such receipt of the Series 2024 A Bonds upon original issuance, the same had been executed by Roy L. Radabaugh, as Chairman of the Issuer, by his manual signature, and by Bernard Cothorn, as Secretary of the Issuer, by his manual signature, and the official seal of the issuer had been affixed upon the Series 2024 A Bonds.

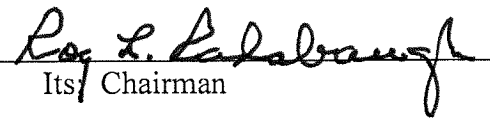
3. The Issuer has received and hereby acknowledges receipt from the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), as the original purchaser of the Series 2024 A Bonds, of the sum of \$182,759.82, being a portion of the principal amount of the Series 2024 A Bonds, there being no interest accrued thereon. The balance of the proceeds of the Series 2024 A Bonds will be advanced from time to time by the Authority and the Council as the acquisition and construction of the Project progress.

WITNESS our respective signatures as of this 9th day of May 2024.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

By: 
Authorized Representative

MINERAL WELLS PUBLIC SERVICE
DISTRICT

By: 
Its Chairman

**MINERAL WELLS PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS,
SERIES 2024 B (UNITED STATES DEPARTMENT OF AGRICULTURE)**

RECEIPT FOR BOND

The undersigned, for the United States Department of Agriculture, hereby certifies as follows:

1. On the 9th day of May 2024, the undersigned received from the Mineral Wells Public Service District (the "Issuer"), the single Water Revenue Bond, Series 2024 B (United States Department of Agriculture) of the Issuer (the "Bond"), issued as a single, fully registered Bond, numbered BR-1, in the original aggregate principal amount of \$3,609,000 dated as of the date hereof, bearing interest at the rate of 2.125% per annum, payable in monthly installments as stated in the Bond.

2. At the time of such receipt, the Bond had been executed and sealed by the Chairman and Secretary of the Issuer.

3. At the time of such receipt, there was paid to the Issuer the sum of \$316,653.45.

WITNESS my signature on the 9th day of May 2024.

UNITED STATES OF AMERICA,
ACTING THROUGH THE UNITED STATES
DEPARTMENT OF AGRICULTURE

By:  _____

Alan L. Harris

Its: Area Director
USDA Rural Development

**MINERAL WELLS PUBLIC SERVICE DISTRICT
WATER REVENUE BONDS,
SERIES 2024 B (UNITED STATES DEPARTMENT OF AGRICULTURE)**

RECEIPT FOR BOND PROCEEDS

The undersigned, for Mineral Wells Public Service District (the “Issuer”), Wood, Wirt and Jackson Counties, West Virginia, hereby certifies as follows:

1. On the 9th day May 2024, the Issuer received from the United States Department of Agriculture \$316,653.45 of the proceeds from the single Mineral Wells Public Service District Water Revenue Bond, Series 2024 B (United States Department of Agriculture), No. BR-1 (the “Bond”), in the principal amount of \$3,609,000 dated May 9, 2024, bearing interest at the rate of 2.125% per annum, payable in monthly installments as stated in the Bond.

2. At the time of such receipt, the Bond had been executed and sealed by the Chairman and Secretary of the Public Service Board of the Issuer.

WITNESS my signature on the 9th day of May 2024.



Chairman, Public Service Board
Mineral Wells Public Service District

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: May 9, 2024

ISSUE: Mineral Wells Public Service District Water Revenue Bonds, Series 2024 A (West Virginia Infrastructure Fund)ADDRESS: P. O. Box 266, Mineral Wells, WV 26150COUNTY: Wood CountyPURPOSE OF ISSUE: X New Money
 RefundingRefunds issue(s) dated: ISSUE DATE: May 9, 2024RATE: 2.75%ADMIN FEE: N/AISSUE AMOUNT: \$ 1,356,1391st DEBT SERVICE DUE: September 1, 20251st PRINCIPAL DUE: September 1, 20251st DEBT SERVICE AMOUNT: \$23,203.46PAYING AGENT: Municipal Bond CommissionBOND COUNSEL: Bowles Rice LLPContact Name: Camden P. Siegrist, EsquirePhone: (304) 347-1129Email: csiegrist@bowlesrice.comUNDERWRITERS COUNSEL: Jackson Kelly PLLCContact Name: Samme L. Gee, EsquirePhone: (304) 340-1318Email: sgee@jacksonkelly.comCLOSING BANK: WesBanco Bank, Inc.Contact Name: Kim Cavanagh, Personal BankerPhone: (304) 905-7426Email: kcavanagh@wesbancobank.comESCROW TRUSTEE: Contact Name: Phone: Email:

KNOWLEDGEABLE ISSUER CONTACT:

Contact Name: Todd AndersonTitle: General ManagerPhone: (304) 489-2915Email: toddmwpsd@frontier.comOTHER: West Virginia Water Development AuthorityContact Name: Marie L. PreziosoTitle: Executive DirectorPhone: (304) 414-6500Email: mprezioso@wvwda.orgDEPOSITS TO MBC AT CLOSE: By Wire Check In-house Transfer Accrued Interest: Capitalized Interest: Reserve Account: Other:

REFUNDS & TRANSFERS BY MBC AT CLOSE:

By Wire Check IGT To Escrow Trustee: To Issuer: To Cons. Invest Fund: To Other:

ISSUER NUMBERS:

BANK ID NUMBER: ACCOUNT NUMBER: CUSIP: PROGRAM NUMBER: NOTES: The Series 2024 A Bonds Reserve Account will be funded over a period of ten (10) years in monthly installments commencing June 1, 2025.

FOR MUNICIPAL BOND COMMISSION USE ONLY:

Documents Required: Transfers Required:

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: May 9, 2024

ISSUE: Mineral Wells Public Service District Water Revenue Bonds, Series 2024 B (United States Department of Agriculture)ADDRESS: P. O. Box 266, Mineral Wells, WV 26150 COUNTY: Wood CountyPURPOSE OF ISSUE: X New Money
 RefundingRefunds issue(s) dated: ISSUE DATE: May 9, 2024RATE: 2.125 % ADMIN FEE: ISSUE AMOUNT: \$ 3,609,0001st DEBT SERVICE DUE: N/A1st PRINCIPAL DUE: N/A1st DEBT SERVICE AMOUNT: N/APAYING AGENT: NoneBOND COUNSEL: Bowles Rice LLP
Contact Name: Camden P. Siegrist, Esquire
Phone: (304) 347-1129
Email: csiegrist@bowlesrice.comUNDERWRITERS COUNSEL:
Contact Name:
Phone:
Email: CLOSING BANK: WesBanco Bank, Inc.
Contact Name: Kim Cavanagh, Personal Banker
Phone: (304) 905-7426
Email: kcavanagh@wesbancobank.comESCROW TRUSTEE:
Contact Name:
Phone:
Email: KNOWLEDGEABLE ISSUER CONTACT:
Contact Name: Todd Anderson
Title: General Manager
Phone: (304) 489-2915
Email: toddmwpsd@frontier.comOTHER:
Contact Name:
Title:
Phone:
Email: DEPOSITS TO MBC AT CLOSE:
By Wire
Check
In-house Transfer Accrued Interest:
Capitalized Interest:
Reserve Account:
Other: REFUNDS & TRANSFERS BY MBC AT CLOSE:
By Wire
Check
IGT To Escrow Trustee:
To Issuer:
To Cons. Invest Fund:
To Other:

ISSUER NUMBERS:

BANK ID NUMBER: CUSIP: ACCOUNT NUMBER: PROGRAM NUMBER:

NOTES: The applicable Bond Resolution, a copy of which is provided herewith, establishes a Series 2024 B Bond Reserve Account with the Municipal Bond Commission. Debt service payments will be paid by the District directly to the Bondholder. Payments into the Series 2024 B Bonds Reserve Account will commence twenty-five (25) months following the date hereof.

FOR MUNICIPAL BOND COMMISSION USE ONLY:

Documents Required: Transfers Required:

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MINERAL WELLS PUBLIC SERVICE DISTRICT
WATER REVENUE BOND,
SERIES 2024 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1

\$1,356,139.00

KNOW ALL MEN BY THESE PRESENTS: That MINERAL WELLS PUBLIC SERVICE DISTRICT, a public service district, public corporation and political subdivision of the State of West Virginia in Wood, Wirt and Jackson Counties of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns, the sum of ONE MILLION THREE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$1,356,139.00), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as Exhibit A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing on September 1, 2025, as set forth on the "Debt Service Schedule" attached as Exhibit B hereto and incorporated herein by reference, with interest on each installment at the rate of two and three-fourths percent (2.75%) per annum as set forth on said Exhibit B.

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

This Bond may only be redeemed prior to its stated date of maturity in whole or in part but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council") and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement between the Issuer and the Authority, acting on behalf of the Council, dated May 9, 2024.

This Bond is issued (i) to permanently finance a portion of the costs of acquisition, construction and equipping of certain additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public waterworks system of the Issuer, the Project and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"), and a Resolution duly

adopted by the Issuer on April 18, 2024 and a Supplemental Resolution duly adopted by the Issuer on April 18, 2024 (collectively called the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other securities provided for the Bonds of this Series (the "Bonds") under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH (1) THE WATER REVENUE BOND, SERIES 1997A, OF THE ISSUER, DATED AUGUST 14, 1997, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$650,000 (THE "SERIES 1997A BOND"); (2) THE WATER REVENUE BOND, SERIES 1999A, OF THE ISSUER, DATED SEPTEMBER 23, 1999, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$700,000 (THE "SERIES 1999A BOND"); (3) THE WATER REVENUE BOND, SERIES 1999B, OF THE ISSUER, DATED SEPTEMBER 23, 1999, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$2,012,000 (THE "SERIES 1999B BOND"); (4) THE WATER REVENUE BOND, SERIES 2004A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE ISSUER, DATED JUNE 17, 2004, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,750,000 (THE "SERIES 2004A BOND"); (5) THE WATER REVENUE BOND, SERIES 2004B (UNITED STATES DEPARTMENT OF AGRICULTURE), OF THE ISSUER, DATED JUNE 17, 2004, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$780,000 (THE "SERIES 2004B BOND"); (6) THE WATER REVENUE BOND, SERIES 2009A, OF THE ISSUER, DATED OCTOBER 22, 2009, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$660,000 (THE "SERIES 2009A BOND"); (7) THE WATER REVENUE BOND (SCADA SYSTEMS UPDATE PROJECT), SERIES 2013, OF THE ISSUER, DATED JUNE 21, 2013, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$210,500 (THE "SERIES 2013 BOND"); (THE SERIES 1997A BOND, THE SERIES 1999A BOND, THE SERIES 1999B BOND, THE SERIES 2004A BOND, THE SERIES 2004B BOND, THE SERIES 2009A BOND AND THE SERIES 2013 BOND ARE COLLECTIVELY REFERRED TO HEREIN AS THE "PRIOR BONDS"); AND (8) THE WATER REVENUE BONDS, SERIES 2024 B (UNITED STATES DEPARTMENT OF AGRICULTURE), OF THE ISSUER, DATED MAY 9, 2024, ISSUED CONCURRENTLY HERewith IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,609,000 (THE "SERIES 2024 B BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the System, on a parity with the pledge of the Net Revenues in favor of the holders of the Prior Bonds and the Series 2024 B Bonds, and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2024 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2024 A Bonds Reserve Account, and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be

sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds and the Series 2024 B Bonds, provided however, that so long as there exists in the Series 2024 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Prior Bonds and the Series 2024 B Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

In accordance with the requirements of the United States Department of Agriculture for the issuance of parity obligations, this Bond will be in default should any proceeds of this Bond be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

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

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

IN WITNESS WHEREOF, the MINERAL WELLS PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated May 9, 2024.

MINERAL WELLS PUBLIC SERVICE DISTRICT

[SEAL]

Roy L. Rodabaugh
Chairman

ATTEST:

Bernard Cothran
Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is the Series 2024 A Bond described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: May 9, 2024.

UNITED BANK,
as Registrar

By Christy E. Bly, SVP
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	<u>Amount</u>	<u>Date</u>		<u>Amount</u>	<u>Date</u>
(1)	\$182,759.82	May 9, 2024	(7)	\$	
(2)	\$		(8)	\$	
(3)	\$		(9)	\$	
(4)	\$		(10)	\$	
(5)	\$		(11)	\$	
(6)	\$		(12)	\$	

Total \$ _____

EXHIBIT B

DEBT SERVICE SCHEDULE

Bond Debt Service**Mineral Wells PSD****IF****\$1,356,139****2.75% Interest Rate****20 Years**

Dated Date 5/9/2024

Delivery

Date 5/9/2024

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
9/1/2025	13,880	2.750%	9,323.46	23,203.46
12/1/2025	13,975	2.750%	9,228.03	23,203.03
3/1/2026	14,071	2.750%	9,131.95	23,202.95
6/1/2026	14,168	2.750%	9,035.21	23,203.21
9/1/2026	14,265	2.750%	8,937.81	23,202.81
12/1/2026	14,363	2.750%	8,839.74	23,202.74
3/1/2027	14,462	2.750%	8,740.99	23,202.99
6/1/2027	14,562	2.750%	8,641.57	23,203.57
9/1/2027	14,662	2.750%	8,541.45	23,203.45
12/1/2027	14,763	2.750%	8,440.65	23,203.65
3/1/2028	14,864	2.750%	8,339.16	23,203.16
6/1/2028	14,966	2.750%	8,236.97	23,202.97
9/1/2028	15,069	2.750%	8,134.07	23,203.07
12/1/2028	15,173	2.750%	8,030.47	23,203.47
3/1/2029	15,277	2.750%	7,926.16	23,203.16
6/1/2029	15,382	2.750%	7,821.13	23,203.13
9/1/2029	15,488	2.750%	7,715.38	23,203.38
12/1/2029	15,594	2.750%	7,608.90	23,202.90
3/1/2030	15,701	2.750%	7,501.69	23,202.69
6/1/2030	15,809	2.750%	7,393.75	23,202.75
9/1/2030	15,918	2.750%	7,285.06	23,203.06
12/1/2030	16,028	2.750%	7,175.62	23,203.62
3/1/2031	16,138	2.750%	7,065.43	23,203.43
6/1/2031	16,249	2.750%	6,954.48	23,203.48
9/1/2031	16,360	2.750%	6,842.77	23,202.77
12/1/2031	16,473	2.750%	6,730.30	23,203.30
3/1/2032	16,586	2.750%	6,617.04	23,203.04
6/1/2032	16,700	2.750%	6,503.01	23,203.01
9/1/2032	16,815	2.750%	6,388.20	23,203.20
12/1/2032	16,931	2.750%	6,272.60	23,203.60
3/1/2033	17,047	2.750%	6,156.20	23,203.20
6/1/2033	17,164	2.750%	6,039.00	23,203.00
9/1/2033	17,282	2.750%	5,921.00	23,203.00
12/1/2033	17,401	2.750%	5,802.18	23,203.18
3/1/2034	17,521	2.750%	5,682.55	23,203.55
6/1/2034	17,641	2.750%	5,562.10	23,203.10
9/1/2034	17,762	2.750%	5,440.81	23,202.81
12/1/2034	17,884	2.750%	5,318.70	23,202.70
3/1/2035	18,007	2.750%	5,195.75	23,202.75
6/1/2035	18,131	2.750%	5,071.95	23,202.95
9/1/2035	18,256	2.750%	4,947.30	23,203.30
12/1/2035	18,381	2.750%	4,821.79	23,202.79
3/1/2036	18,508	2.750%	4,695.42	23,203.42

Bond Debt Service
Mineral Wells PSD
IF
\$1,356,139
2.75% Interest Rate
20 Years

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
6/1/2036	18,635	2.750%	4,568.18	23,203.18
9/1/2036	18,763	2.750%	4,440.06	23,203.06
12/1/2036	18,892	2.750%	4,311.07	23,203.07
3/1/2037	19,022	2.750%	4,181.18	23,203.18
6/1/2037	19,153	2.750%	4,050.41	23,203.41
9/1/2037	19,284	2.750%	3,918.73	23,202.73
12/1/2037	19,417	2.750%	3,786.15	23,203.15
3/1/2038	19,550	2.750%	3,652.66	23,202.66
6/1/2038	19,685	2.750%	3,518.25	23,203.25
9/1/2038	19,820	2.750%	3,382.92	23,202.92
12/1/2038	19,956	2.750%	3,246.66	23,202.66
3/1/2039	20,094	2.750%	3,109.46	23,203.46
6/1/2039	20,232	2.750%	2,971.31	23,203.31
9/1/2039	20,371	2.750%	2,832.22	23,203.22
12/1/2039	20,511	2.750%	2,692.17	23,203.17
3/1/2040	20,652	2.750%	2,551.15	23,203.15
6/1/2040	20,794	2.750%	2,409.17	23,203.17
9/1/2040	20,937	2.750%	2,266.21	23,203.21
12/1/2040	21,081	2.750%	2,122.27	23,203.27
3/1/2041	21,226	2.750%	1,977.34	23,203.34
6/1/2041	21,372	2.750%	1,831.41	23,203.41
9/1/2041	21,519	2.750%	1,684.48	23,203.48
12/1/2041	21,667	2.750%	1,536.54	23,203.54
3/1/2042	21,816	2.750%	1,387.57	23,203.57
6/1/2042	21,966	2.750%	1,237.59	23,203.59
9/1/2042	22,117	2.750%	1,086.57	23,203.57
12/1/2042	22,269	2.750%	934.52	23,203.52
3/1/2043	22,422	2.750%	781.42	23,203.42
6/1/2043	22,576	2.750%	627.27	23,203.27
9/1/2043	22,731	2.750%	472.06	23,203.06
12/1/2043	22,887	2.750%	315.78	23,202.78
3/1/2044	23,045	2.750%	158.43	23,203.43
	1,356,139		384,099.01	1,740,238.01

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers
unto _____

_____ the within Bond and
does hereby irrevocably constitute and appoint _____, Attorney
to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer
with full power of substitution in the premises.

Dated: _____, 20____.

In the presence of:

**UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
MINERAL WELLS PUBLIC SERVICE DISTRICT
WATER REVENUE BOND,
SERIES 2024 B
(UNITED STATES DEPARTMENT OF AGRICULTURE)**

No. BR-1

\$3,609,000.00

MINERAL WELLS PUBLIC SERVICE DISTRICT, a public service district and political subdivision of the State of West Virginia in Wood, Wirt and Jackson Counties of said State (the "Issuer"), for value received, promises to pay to the order of the United States of America, acting through the United States Department of Agriculture (the "Purchaser"), or its registered assigns, at its National Finance Office, St. Louis, Missouri, 63103, or at such other place as the Purchaser may hereafter designate in writing, the principal sum of THREE MILLION SIX HUNDRED NINE THOUSAND DOLLARS (\$3,609,000.00), plus interest on the unpaid principal balance at the rate of two and one-eighth per cent (2.125%) per annum. The said principal and interest shall be paid in the following installments on the following dates: installments of interest only commencing on the first anniversary of the date of this Bond and following such initial annual installment of interest only monthly installments of interest only on the corresponding day of each month for the next 12 months and thereafter, commencing 25 months following the date of this Bond, on said corresponding day of each month installments in the amount of \$11,549.00, covering principal and interest, shall be payable, except that the final installment shall be paid at the end of 40 years from the date of this Bond, which final installment shall be in the sum of the unpaid principal and interest due hereon on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount hereof is not advanced at the time of closing, the proceeds hereof shall be advanced to Issuer as requested by Issuer and approved by the Purchaser and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

Every payment made hereon shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Issuer. Refunds and extra payments, as defined in the regulations of the Purchaser according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Issuer to pay the remaining installments as scheduled herein.

If the United States of America at any time assigns this Bond and insures the payment thereof, Issuer shall continue to make payments to the United States of America as collection agent for the Holder.

While this Bond is held by an insured lender, prepayments made by Issuer may, at the option of the Purchaser, be remitted by the Purchaser to the Holder promptly or, except for final payment, be retained by the Purchaser and remitted to the Holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Issuer, except payments retained and remitted by the Purchaser on an annual installment due date basis, shall be the date of the United States Treasury check by which the Purchaser remits the payment to the Holder. The effective date of any prepayment retained and remitted by the Purchaser to the Holder on an annual installment due date basis shall be the date of the prepayment by Issuer and the Purchaser will pay the interest to which the Holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the Holder.

Any amount advanced or expended by the Purchaser for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Purchaser shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Issuer to the Purchaser without demand. Issuer agrees to use the loan evidenced hereby solely for purposes authorized by the Purchaser.

Issuer hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing such funds for financing costs of construction of repairs, replacements and improvements to the waterworks system (the "System") of the Issuer, is payable solely from the Revenues to be derived from the operation of the System after there have been first paid from such Revenues the reasonable current costs of operation and maintenance of the System. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Secretary of the Issuer, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Resolutions hereinafter described, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Secretary of the Issuer.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (herein called the "Act"), the Bond Resolution of the

Issuer adopted on April 18, 2024 and the Supplemental Resolution of the Issuer adopted on April 18, 2024.

If at any time it shall appear to the Purchaser that Issuer may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Issuer will, at Purchaser's request, apply for and accept such loan in sufficient amount to repay the Purchaser.

This Bond is given as evidence of a loan to Issuer made or insured by the Purchaser pursuant to the Consolidated Farmers Home Rural Development Act. This Bond shall be subject to the present regulations of the Farmers Home Administration and its successors and assigns and to future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH (1) THE WATER REVENUE BOND, SERIES 1997A, OF THE ISSUER, DATED AUGUST 14, 1997, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$650,000; (2) THE WATER REVENUE BOND, SERIES 1999A, OF THE ISSUER, DATED SEPTEMBER 23, 1999, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$700,000; (3) THE WATER REVENUE BOND, SERIES 1999B, OF THE ISSUER, DATED SEPTEMBER 23, 1999, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$2,012,000; (4) THE WATER REVENUE BOND, SERIES 2004A, OF THE ISSUER, DATED JUNE 17, 2004, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,750,000; (5) THE WATER REVENUE BOND, SERIES 2004B, OF THE ISSUER, DATED JUNE 17, 2004, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$780,000; (6) THE WATER REVENUE BOND, SERIES 2009A, OF THE ISSUER, DATED OCTOBER 22, 2009, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$660,000; (7) THE WATER REVENUE BOND (SCADA SYSTEMS UPDATE PROJECT), SERIES 2013, OF THE ISSUER, DATED JUNE 21, 2013, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$210,500; AND (8) THE WATER REVENUE BOND, SERIES 2024 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE ISSUER, DATED MAY 9, 2024, ISSUED CONCURRENTLY HERewith IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,356,139.

In accordance with the requirements of the United States Department of Agriculture for the issuance of parity obligations, this Bond will be in default should any proceeds of the Bond be used for a purpose that will contribute to excessive erosion of highly erodible land or the conversion of wetlands to produce an agricultural commodity.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, MINERAL WELLS PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and its corporate seal to be hereunto affixed and attested by its Secretary, and has caused this Bond to be dated May 9, 2024.

MINERAL WELLS PUBLIC SERVICE
DISTRICT

Attest:

Bernard Cothran
Secretary, Public Service Board

By: Ray L. Padalunga
Chairman, Public Service Board

[CORPORATE SEAL]

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) \$316,653.45	May 9, 2024	(6) \$	
(2) \$		(7) \$	
(3) \$		(8) \$	
(4) \$		(9) \$	
(5) \$		(10) \$	
TOTAL \$			

(No writing on this Bond except by the Issuer as Registrar.)

Date of
Registration

In Whose Name
Registered

Signature of
Secretary or Registrar

May 9, 2024

United States of America,
Acting through the United States
Department of Agriculture
1550 Earl L. Core Road, Suite 101
Morgantown, West Virginia 26505

Bernard Cothran

ASSIGNMENT

Pay to the Order of

UNITED STATES OF AMERICA

By: _____
(Title)