

**CITY OF OAK HILL
SEWER REVENUE BONDS,
SERIES 2017 A (WEST VIRGINIA SRF PROGRAM)
AND
SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND)**

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 SEWER REVENUE BONDS, SERIES 2017 A (WEST VIRGINIA SRF PROGRAM) AND THE SEWER REVENUE BONDS, SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND) OF THE CITY OF OAK HILL; PROVIDING FOR THE ISSUANCE OF SUCH SEWER REVENUE BONDS, SERIES 2017 A (WEST VIRGINIA SRF PROGRAM) IN TWO SUBSERIES BEING THE SEWER REVENUE BONDS, SUBSERIES 2017 A-1 (WEST VIRGINIA SRF PROGRAM) AND SEWER REVENUE BONDS, SUBSERIES 2017 A-2 (WEST VIRGINIA SRF PROGRAM); AUTHORIZING, RATIFYING AND APPROVING A BOND PURCHASE AGREEMENT AND LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A BONDS REGISTRAR, DEPOSITORY BANK, AND PAYING AGENT; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the City Council (the "Governing Body") of the City of Oak Hill (the "Issuer") has duly and officially adopted an Ordinance on August 21, 2017, and has put such Ordinance into effect following a public hearing held on the date hereof (the "Ordinance") entitled:

ORDINANCE AUTHORIZING THE REFUNDING OF THE CITY OF OAK HILL SEWERAGE SYSTEM BOND ANTICIPATION NOTES, SERIES 2012 AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE FACILITIES OF THE CITY OF OAK HILL AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF OAK HILL OF NOT MORE

THAN TWENTY-TWO MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$22,625,000.00) IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF OAK HILL SEWER REVENUE BONDS IN TWO SERIES, THE FIRST SERIES TO BE DESIGNATED "SEWER REVENUE BONDS, SERIES 2017 A (WEST VIRGINIA SRF PROGRAM)" AND THE SECOND TO BE DESIGNATED "SEWER REVENUE BONDS, SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND)"; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A BOND PURCHASE AGREEMENT WITH THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY AND THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION RELATING TO SUCH SERIES 2017 A BONDS AND A LOAN AGREEMENT WITH THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY ACTING ON BEHALF OF THE WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL RELATING TO SUCH SERIES 2017 B 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 Ordinance when used herein;

WHEREAS, the Ordinance provides for the issuance by the Issuer of not more than Twenty-Two Thousand Six Hundred Twenty-Five Thousand Dollars (\$22,625,000.00) in aggregate principal amount of sewer revenue bonds in two series (collectively, the "Series 2017 A and B Bonds"), the first series to be designated Sewer Revenue Bonds, Series 2017 A (West Virginia SRF Program) in an aggregate principal amount not to exceed Fourteen Million Dollars (\$14,000,000.00) (the "Series 2017 A Bonds"), and the second series to be designated Sewer Revenue Bonds, Series 2017 B (West Virginia Infrastructure Fund) in an aggregate principal amount not to exceed Eight Million Six Hundred Twenty-Five Thousand Dollars (\$8,675,000.00) (the "Series 2017 B Bonds" and, together with the Series 2017 A Bonds, the "Series 2017 A and B Bonds"), and has preliminarily authorized the execution and delivery of a bond purchase agreement relating to the Series 2017 A Bonds, including all schedules and exhibits attached thereto (the "Series 2017 A Bonds Loan Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP") and a loan agreement relating to the Series 2017 B Bonds, including all schedules and exhibits attached thereto (the "Series 2017 B Bonds Loan Agreement" and together with the Series 2017 A Bonds Loan Agreement, sometimes collectively referred to herein as the "Loan Agreements"), 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, Chapter 22C, Article 2 and Chapter 31, Article 15A of the West Virginia Code of 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 2017 A and B Bonds should be established by a supplemental resolution pertaining to the Series 2017 A and B Bonds; and that other matters relating to the Series A and B 2017 Bonds be herein provided for;

WHEREAS, the Series 2017 A Bonds and the Series 2017 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 Series 1988 A Bonds, the Series 1991A Bonds, the Series 1996 A Bonds and the Series 2017 C Bonds and senior and prior to the Series 1988 B Bonds and the Series 1991B Bonds;

WHEREAS, the forms of the Loan Agreements have been presented to the Issuer at this meeting for final ratification and approval;

WHEREAS, by a Petition adopted on August 14, 2017, the Sanitary Board of the Issuer duly petitioned the Issuer to enact the Ordinance directing that the Series 2017 A and B Bonds be issued to finance costs of the Project;

WHEREAS, the Series 2017 A Bonds and the Series 2017 B Bonds are proposed to be purchased by the Authority on behalf of the DEP and the Council, respectively, pursuant to the Loan Agreements;

WHEREAS, the DEP has requested that the Series 2017 A Bonds be issued in two subseries, the first to be designated "Sewer Revenue Bonds, Subseries 2017 A-1 (West Virginia SRF Program)" in an aggregate principal amount not to exceed \$13,792,000 and the second to be designated "Sewer Revenue Bonds, Series 2017 A-2 (West Virginia SRF Program)" in an aggregate principal amount not to exceed \$208,000, and accordingly, certain amendments are made herein to the Ordinance to reflect the foregoing; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreements 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 2017 A and B Bonds be fixed hereby in the manner stated herein, that the Ordinance be amended to reflect that the Series 2017 A Bonds will be issued in two subseries as provided above, and that other matters relating to the Series 2017 A and B Bonds be herein provided for;

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

Section 1. Pursuant to the Ordinance and the Act, this Supplemental Resolution is adopted. As requested by the DEP, the Series 2017 A Bonds shall be issued in two

subseries, the first to be designated "Sewer Revenue Bonds, Subseries 2017 A-1 (West Virginia SRF Program)" in an aggregate principal amount not to exceed \$13,792,000 (the "Subseries 2017 A-1 Bonds") and the second to be designated "Sewer Revenue Bonds, Series 2017 A-2 (West Virginia SRF Program)" in an aggregate principal amount not to exceed \$208,000 (the "Subseries 2017 A-2 Bonds") and, the Ordinance is hereby amended accordingly. Without limiting the generality of the foregoing, the references to the Series 2017 A Bonds in the Ordinance shall be collectively to the Subseries 2017 A-1 Bonds and Subseries 2017 A-2 Bonds and, in order to effectuate the issuance of the Series 2017 A Bonds in two subseries as referenced above and to make other necessary changes, the Ordinance is further amended as follows:

A. The following definitions in the Ordinance are amended to read as follows:

"Series 2017 A Bonds" means the Subseries 2017 A-1 Bonds and Subseries 2017 A-2 Bonds.

"Series 2017 A and B Bonds Reserve Accounts" means collectively the Subseries 2017 A-1 Reserve Account, the Subseries 2017 A-2 Bonds Reserve Account and the Series 2017 B Bonds Reserve Account.

"Series 2017 A and B Bonds Sinking Funds" means collectively the Subseries 2017 A-1 Bonds Sinking Fund, the Series 2017 A-2 Bonds Sinking Fund and the Series 2017 B Bonds Sinking Fund.

B. The following definitions are hereby added to Section 1.04 of the Ordinance:

"Subseries 2017 A-1 Bonds" means the not more than \$13,792,000 in aggregate principal amount of Sewer Revenue Bonds, Subseries 2017 A-1 (West Virginia SRF Program), of the Issuer, authorized by this Ordinance.

"Subseries 2017 A-2 Bonds" means the not more than \$208,000 in aggregate principal amount of Sewer Revenue Bonds, Subseries 2017 A-2 (West Virginia SRF Program), of the Issuer, authorized by this Ordinance.

C. The definitions for Series 2017 A Bonds Reserve Account, Series 2017 A Bonds Reserve Requirement, Series 2017 Bonds Sinking Fund, Series 2017 A Bonds Construction Trust Fund and Series 2017 B Bonds Construction Trust Fund in Section 1.04 of the Ordinance are hereby deleted and replaced with the following:

"Series 2017 A and B Bonds Construction Trust Fund" means the City of Oak Hill Construction Account established by Section 5.01 hereof.

"Subseries 2017 A-1 Bonds Reserve Account" means the Subseries 2017 A-1 Bonds Reserve Account established pursuant to Section 5.02 hereof.

"Subseries 2017 A-1 Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Subseries 2017 A-1 Bonds in the then concurrent or any succeeding year.

“Subseries 2017 A-2 Bonds Reserve Account” means the Subseries 2017 A-2 Bonds Reserve Account established pursuant to Section 5.02 hereof.

“Subseries 2017 A-2 Bonds Reserve Requirement” means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Subseries 2017 A-2 Bonds in the then concurrent or any succeeding year.

“Subseries 2017 A-1 Bonds Sinking Fund” means the Subseries 2017 A-1 Bonds Sinking Fund established by Section 5.02 hereof.

“Subseries 2017 A-2 Bonds Sinking Fund” means the Subseries 2017 A-2 Bonds Sinking Fund established by Section 5.02 hereof.

D. The second sentence of Section 3.01 of the Ordinance is hereby amended to read as follows:

The Series 2017 A and B Bonds shall be issued in two series, the first series to be designated “Sewer Revenue Bonds, Series 2017 A (West Virginia SRF Program),” in the aggregate principal amount of not more than \$14,000,000 which shall be issued in two subseries, the first subseries to be designated “Sewer Revenue Bonds, Subseries 2017 A-1 (West Virginia SRF Program)” in the aggregate principal amount of not more than \$13,792,000; and the second subseries to be designated “Sewer Revenue Bonds, Subseries 2017 A-2 (West Virginia SRF Program)” in the aggregate principal amount of not more than \$208,000, and the second series to be designated “Sewer Revenue Bonds, Series 2017 B (West Virginia Infrastructure Fund)” in the aggregate principal amount of not more than \$8,625,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution.

E. Section 5.01 of the Ordinance is hereby amended to read as follows:

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

- A. Revenue Fund (established or continued by the Prior Ordinances);
- B. Renewal and Replacement Fund (established or continued by the Prior Ordinances); and
- C. City of Oak Hill Construction Account.

F. Section 5.02 of the Ordinance is hereby amended to read as follows:

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 Ordinances or Series 2017 C Bonds Ordinance) with and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission or the Issuer and from each other:

A. Series 1988 A Bonds Sinking Fund (established by the Prior Ordinances);

B. Within the Series 1988 A Bonds Sinking Fund, the Series 1988 A Bonds Reserve Account (established by the Prior Ordinances);

C. Series 1988 B Bonds Sinking Fund (established by the Prior Ordinances);

D. Within the Series 1988 B Bonds Sinking Fund, the Series 1988 B Bonds Reserve Account (established by the Prior Ordinances);

E. Series 1991A Bonds Sinking Fund (established by the Prior Ordinances);

F. Within the Series 1991A Bonds Sinking Fund, the Series 1991A Bonds Reserve Account (established by the Prior Ordinances);

G. Series 1991B Bonds Sinking Fund (established by the Prior Ordinances);

H. Within the Series 1991B Bonds Sinking Fund, the Series 1991B Bonds Reserve Account (established by the Prior Ordinances);

I. Series 1996 A Bonds Sinking Fund (established by the Prior Ordinances);

J. Within the Series 1996 A Bonds Sinking Fund, the Series 1996 A Bonds Reserve Account (established by the Prior Ordinances);

K. Subseries 2017 A-1 Bonds Sinking Fund;

L. Within the Subseries 2017 A-1 Bonds Sinking Fund, the Subseries 2017 A-1 Bonds Reserve Account;

M. Subseries 2017 A-2 Bonds Sinking Fund;

N. Within the Subseries 2017 A-2 Bonds Sinking Fund, the Subseries 2017 A-2 Bonds Reserve Account;

O. Series 2017 B Bonds Sinking Fund;

P. Within the Series 2017 B Bonds Sinking Fund, the Series 2017 B Bonds Reserve Account;

Q. Series 2017 C Bonds Sinking Fund (established by the Series 2017 C Bond Ordinance; and

R. Within the Series 2017 C Bonds Sinking Fund, the Series 2017 C Bonds Reserve Account (established by the Series 2017 C Bonds Ordinance).

G. Section 5.03A is hereby amended to read as follows:

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 the Prior Ordinances and 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 provided in the Prior Ordinances and in this Bond Legislation. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

1. The Issuer shall first, each month, pay from the moneys in the Revenue Fund all 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) remit to the Commission the amounts required by the Prior Ordinances to be deposited in the Series 1988 A Bonds Sinking Fund for payment of the interest on and principal of the Series 1988 A Bonds, (ii) remit to the Commission the amounts required by the Prior Ordinances to be deposited in the Series 1991A Bonds Sinking Fund for payment of the interest on and principal of the Series 1991A Bonds, (iii) remit to the Commission the amounts required by the Prior Ordinances to be deposited in the Series 1996 A Bonds Sinking Fund for payment of interest on and principal of the Series 1996 A Bonds; (iv) remit to the Commission the amounts required by the Series 2017 C Bonds Ordinance for the payment of interest on and principal of the Series 2017 C Bonds; (v) commencing 3 months prior to the first date of payment of principal of and interest on the Subseries 2017 A-1 Bonds, remit to the Commission for deposit in the

Subseries 2017 A-1 Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal of and interest which will mature and become due on the Subseries 2017 A-1 Bonds on the next ensuing quarterly principal and interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Subseries 2017 A-1 Bonds Sinking Fund and the next quarterly principal and interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, one month prior to the next quarterly principal and interest payment date, the required amount of principal and interest coming due on such date; (vi) commencing 3 months prior to the first date of payment of principal of and interest on the Subseries 2017 A-2 Bonds, remit to the Commission for deposit in the Subseries 2017 A-2 Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal of and interest which will mature and become due on the Subseries 2017 A-2 Bonds on the next ensuing quarterly principal and interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Subseries 2017 A-2 Bonds Sinking Fund and the next quarterly principal and interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, one month prior to the next quarterly principal and interest payment date, the required amount of principal and interest coming due on such date; and (vii) beginning 3 months prior to the first principal and interest payment date of the Series 2017 B Bonds, remit to the Commission for deposit in the Series 2017 B Bonds Sinking Fund, a sum equal to 1/3rd of the amount of principal and interest which will mature and become due on the Series 2017 B Bonds on the next ensuing quarterly principal and interest payment date, provided, that in the event the period to elapse between the date of such initial deposit in the Series 2017 B Bonds Sinking Fund and the next ensuing quarterly principal and interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next ensuing quarterly principal and interest payment date, the required amount of principal and interest coming due on such date.

3. The Issuer shall next, on each date that payment is made as set forth in subsection 5.03A(2) above, transfer from the Revenue Fund and, simultaneously, (i) remit to the Commission the amount required by the Prior Ordinances to be deposited in the Series 1988 A Bonds Reserve Account, (ii) remit to the Commission the amount required by the Prior Ordinances to be deposited in the Series 1991A Bonds Reserve Account, (iii) remit to the Commission the amount required by the Prior Ordinances to be deposited in the Series 1996 A Bonds Reserve Account; (iv) remit to the Commission the amount required by the Series 2017 C Bonds Ordinance to be deposited in the Series 2017 C Bonds Reserve Account; (v) commencing 3 months prior to the first date of payment of principal of the Subseries 2017 A-1 Bonds, if not fully funded

upon issuance of the Subseries 2017 A-1 Bonds, remit to the Commission for deposit in the Subseries 2017 A-1 Bonds Reserve Account an amount equal to 1/120 of the Subseries 2017 A-1 Bonds Reserve Requirement; provided, that no further payments shall be made into the Subseries 2017 A-1 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 Subseries 2017 A-1 Bonds Reserve Requirement; (vi) commencing 3 months prior to the first date of payment of principal of the Subseries 2017 A-2 Bonds, if not fully funded upon issuance of the Subseries 2017 A-2 Bonds, remit to the Commission for deposit in the Subseries 2017 A-2 Bonds Reserve Account an amount equal to 1/120 of the Subseries 2017 A-2 Bonds Reserve Requirement; provided, that no further payments shall be made into the Subseries 2017 A-2 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 Subseries 2017 A-2 Bonds Reserve Requirement; and (vii) commencing 3 months prior to the first date of payment of principal of the Series 2017 B Bonds, if not fully funded upon issuance of the Series 2017 B Bonds, remit to the Commission for deposit in the Series 2017 B Bonds Reserve Account, an amount equal to 1/120 of the Series 2017 B Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2017 B 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 2017 B Bonds Reserve Requirement.

4. The Issuer shall next, from the moneys remaining in the Revenue Fund, on the first day of each month (as previously set forth in the Prior Ordinances and in the Series 2017 C Bonds Ordinance and not in addition thereto), transfer to the Renewal and Replacement Fund, a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in the reserve accounts established with respect to the Prior Bonds, the Series 2017 A and B Bonds Reserve Accounts or the Series 2017 C Bonds Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

5. The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and pay to the Commission the

amount required by the Prior Ordinances to be deposited in the Series 1988 B Bonds Sinking Fund for payment of principal of the Series 1988 B Bonds, and in the Series 1991B Bonds Sinking Fund for payment of principal of the Series 1991B Bonds.

6. The Issuer shall next, on the first day of each month, transfer from the Revenue Fund to the Commission the amounts required by the Prior Ordinances to be deposited in the Series 1988 B Bonds Reserve Account and in the Series 1991B Bonds Reserve Account.

Moneys in the Subseries 2017 A-1 Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Subseries 2017 A-1 Bonds as the same shall become due. Moneys in the Subseries 2017 A-1 Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Subseries 2017 A-1 Bonds, as the same shall come due, when other moneys in the Subseries 2017 A-1 Bonds Sinking Fund are insufficient therefor, and for no other purpose; provided that, upon the occurrence of an Event of Default as described in Section 9.01 hereof, the moneys on deposit in the Subseries 2017 A-1 Bonds Reserve Account shall be paid on the principal of the Subseries 2017 A-1 Bonds.

Moneys in the Subseries 2017 A-2 Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Subseries 2017 A-2 Bonds as the same shall become due. Moneys in the Subseries 2017 A-2 Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Subseries 2017 A-2 Bonds, as the same shall come due, when other moneys in the Series 2017 A-2 Bonds Sinking Fund are insufficient therefor, and for no other purpose; provided that, upon the occurrence of an Event of Default as described in Section 9.01 hereof, the moneys on deposit in the Subseries 2017 A-2 Bonds Reserve Account shall be paid on the principal of the Subseries 2017 A-2 Bonds.

Moneys in the Series 2017 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2017 B Bonds as the same shall become due. Moneys in the Series 2017 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2017 B Bonds, as the same shall come due, when other moneys in the Series 2017 B Bonds Sinking Fund are insufficient therefor, and for no other purpose; provided that, upon the occurrence of an Event of Default as described in Section 9.01 hereof, the moneys on deposit in the Series 2017 B Bonds Reserve Account shall be paid on the principal of the Series 2017 B Bonds.

All investment earnings on moneys in the Series 2017 A and B Bonds Sinking Funds and Series 2017 A and B Bonds Reserve

Accounts (if equal to at least the Subseries 2017 A-1 Bonds Reserve Requirement, Subseries A-2 Bonds Reserve Requirement and Series 2017 B Bonds Reserve Requirement, as applicable) 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 2017 A and B 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 principal payment due on the respective Series 2017 A and B Bonds.

Any withdrawals from the Series 2017 A and B Bonds Reserve Accounts which result in a reduction in the balance of the Series 2017 A and B Bonds Reserve Accounts to below the Subseries 2017 A-1 Bonds Reserve Requirement, Subseries A-2 Bonds Reserve Requirement and Series 2017 B Bonds Reserve Requirement, as applicable, shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2017 A and B Bonds are issued, provision shall be made for additional payments into the respective sinking funds 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 an amount equal to the requirement therefor.

The Issuer shall not be required to make any further payments into the respective Series 2017 A and B Bonds Sinking Funds or into the respective Series 2017 A and B Bonds Reserve Accounts when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2017 A and B Bonds then Outstanding and all interest to accrue until the respective maturities thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2017 A and B Bonds Sinking Funds and the Series 2017 A and B Bonds Reserve Accounts 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.

The Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Moneys in the Series 2017 A and B Bonds Sinking Funds and the Series 2017 A and B Bonds Reserve Accounts shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2017 A and B Bonds Sinking Funds shall be used solely and only for, and is hereby pledged for, the purpose of servicing the Series 2017 A and B Bonds under the conditions and restrictions set forth herein. The Series 2017 A and B Bonds Reserve Accounts shall be used solely and only for, and is hereby pledged for, the purpose of servicing the Series 2017 A and B Bonds when the amounts in the Series 2017 A and B Bonds Sinking Fund are not adequate to do so.

H. Section 6.01 of the Ordinance is hereby amended to read as follows:

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the moneys received from time to time from the sale of any or all of the Series 2017 A and B Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2017 A and B Bonds, there shall first be deposited with the Commission in the applicable Series 2017 A and B Bonds Sinking Fund, the amount, if any, specified in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the applicable Series 2017 A and B Bonds for the period commencing on the date of issuance of the Series 2017 A and B Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 2017 A and B Bonds, there shall be deposited with the Commission in the applicable Series 2017 A and B Bonds Reserve Account the sum, if any, set forth in the Supplemental Resolution for funding of the Series 2017 A and B Bonds Reserve Accounts.

C. Next, from the proceeds of the Subseries 2017 A-1 Bonds, there shall be paid the entire outstanding principal amount of and all accrued interest and administrative fees on the Series 2012 Notes.

D. Next, from the proceeds of the Series 2017 A and B Bonds, there shall first be credited to the Series 2017 A and B Bonds Construction Trust Fund and then paid, any and all other borrowings, if any, 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, provided that the Authority, the DEP and Council have previously consented to the payment of such other borrowings.

E. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 2017 A and B Bonds, such moneys shall be deposited with the Depository Bank in the Series 2017 A and B Bonds Construction Trust Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the respective Series 2017 A and B Bonds.

F. After completion of construction of the Project, as certified by the Consulting Engineers, and all Costs have been paid, any remaining proceeds of the Series 2017

A Bonds shall be expended as directed by the Authority and DEP and any remaining proceeds of the Series 2017 B Bonds shall be expended as directed by the Authority and the Council.

I. Section 6.02 of the Ordinance is hereby amended to read as follows:

Section 6.02. Disbursements From the Series 2017 A and B Bonds Construction Trust Fund. A. With respect to the Series 2017 A Bonds, on or before the Closing Date, the Issuer shall have delivered to the Authority and the DEP a report listing the specific purposes for which the proceeds of the Series 2017 A Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments for costs of the Project from the proceeds of the Series 2017 A Bonds shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2017 A and B Bonds Construction Trust Fund from proceeds of the Series 2017 A Bonds shall be made only after submission to, and approval from the DEP of the following:

I. A completed and signed "Payment Requisition Form," the form of which is attached to the Series 2017 A Bonds Loan Agreement, in compliance with the construction schedule; and

II. 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 2017 A and B 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 2017 B 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 2017 B Bonds shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2017 A and B Bonds Construction Trust Fund from proceeds of the Series 2017 B Bonds 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 2017 A and B Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

J. The forms of the Subseries 2017 A-1 Bonds, Subseries 2017 A-2 Bonds and the Series 2017 B Bonds, shall be as follows: - - - - - -

[Form of Subseries 2017 A-1 Bond]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF OAK HILL
SEWER REVENUE BOND,
SUBSERIES 2017 A-1
(WEST VIRGINIA SRF PROGRAM)

No. A-1R-_____

\$_____

KNOW ALL MEN BY THESE PRESENTS: That CITY OF OAK HILL, a municipal corporation and political subdivision of the State of West Virginia in Fayette County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS (\$_____), 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, together with interest thereon at the rate of 0.25% per annum, in quarterly installments of principal and interest on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____ to and including _____ 1, 20____, as set forth in the "Debt Service Schedule" attached as Exhibit B hereto and incorporated herein by reference. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) on this Bond shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____, 1, _____, as set forth on EXHIBIT B attached hereto.

Principal installments of and interest on 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").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority and the DEP, dated _____, 2017.

This Bond is issued (i) to permanently finance a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public sewerage facilities of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public sewerage facilities 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 13 and Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (collectively, the "Act"), and a Bond

Ordinance duly enacted by the Issuer on _____, 2017, and a Supplemental Resolution duly adopted by the Issuer on _____, 2017 (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 OTHER RESPECTS, WITH THE ISSUER'S SEWER REVENUE BONDS, SERIES 1988 A, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,764,285 (THE "SERIES 1988 A BONDS"), SEWER REVENUE BONDS, SERIES 1991A, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,817,920 (THE "SERIES 1991A BONDS"), SEWER REVENUE BONDS, SERIES 1996 A (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 20, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,000,000 (THE "SERIES 1996 A BONDS"), SEWER REVENUE BONDS, SUBSERIES 2017 A-2 (WEST VIRGINIA SRF PROGRAM) DATED CONTEMPORANEOUSLY HERewith ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$208,000 (THE "SUBSERIES 2017 A-2 BONDS"), SEWER REVENUE BONDS, SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND) DATED CONTEMPORANEOUSLY HERewith ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,625,000 (THE "SERIES 2017 B BONDS") AND SEWER REVENUE BONDS, SERIES 2017 C (ARBUCKLE PUBLIC SERVICE DISTRICT) DATED PRIOR TO OR CONTEMPORANEOUSLY HERewith ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$600,000 (THE "SERIES 2017 C BONDS").

THIS BOND IS ISSUED SENIOR AND PRIOR, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, TO THE ISSUER'S SEWER REVENUE BONDS, SERIES 1988 B, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$441,071 (THE "SERIES 1988 B BONDS"), AND SEWER REVENUE BONDS, SERIES 1991B, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$82,080 (THE "SERIES 1991B BONDS").

THE SERIES 1988 A BONDS, THE SERIES 1991A BONDS, THE SERIES 1996 A BONDS, THE SUBSERIES 2017 A-2 BONDS, THE SERIES 2017 B BONDS, THE SERIES 2017 C BONDS, THE SERIES 1988 B BONDS AND THE SERIES 1991B BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE "PRIOR 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 operation of the System on a parity with the pledge of Net Revenues in favor of the holders of the Series 1988 A Bonds, the Series 1991A Bonds, the Series 1996 A Bonds, the Subseries 2017 A-2 Bonds, the Series 2017 B Bonds and the Series 2017 C Bonds and senior and prior to the pledge of Net Revenues in favor of the holders of the Series 1988 B Bonds and the Series 1991B Bonds and from moneys in the Reserve

Account created under the Bond Legislation for the Bonds (the "Series 2017 A-1 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 a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2017 A-1 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 prior to, on a parity with or junior to the Bonds, including the Prior Bonds, provided however, that so long as there exists in the Series 2017 A-1 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 prior to, on a parity or junior to with the Bonds, including the Prior 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 _____, 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 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.

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, ordinances, 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, CITY OF OAK HILL has caused this Bond to be signed by its Mayor and City Manager and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2017.

CITY OF OAK HILL

[SEAL]

Mayor

City Manager

ATTEST:

City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Subseries 2017 A-1 Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____.

_____,
as Registrar

By: _____

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 Subseries 2017 A-2 Bond]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF OAK HILL
SEWER REVENUE BOND,
SUBSERIES 2017 A-2
(WEST VIRGINIA SRF PROGRAM)

No. A-2R-_____

\$_____

KNOW ALL MEN BY THESE PRESENTS: That CITY OF OAK HILL, a municipal corporation and political subdivision of the State of West Virginia in Fayette County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS (\$_____), 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, together with interest thereon at the rate of 0.25% per annum, in quarterly installments of principal and interest on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____ to and including _____ 1, 20____, as set forth in the "Debt Service Schedule" attached as Exhibit B hereto and incorporated herein by reference. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) on this Bond shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____, 1, _____, as set forth on EXHIBIT B attached hereto.

Principal installments of and interest on 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").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority and the DEP, dated _____, 2017.

This Bond is issued (i) to permanently finance a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public sewerage facilities of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public sewerage facilities 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 13 and Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (collectively, the "Act"), and a Bond

Ordinance duly enacted by the Issuer on _____, 2017, and a Supplemental Resolution duly adopted by the Issuer on _____, 2017 (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 OTHER RESPECTS, WITH THE ISSUER'S SEWER REVENUE BONDS, SERIES 1988 A, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,764,285 (THE "SERIES 1988 A BONDS"), SEWER REVENUE BONDS, SERIES 1991A, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,817,920 (THE "SERIES 1991A BONDS"), SEWER REVENUE BONDS, SERIES 1996 A (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 20, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,000,000 (THE "SERIES 1996 A BONDS"), SEWER REVENUE BONDS, SUBSERIES 2017 A-1 (WEST VIRGINIA SRF PROGRAM) DATED CONTEMPORANEOUSLY HERewith ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$13,792,000 (THE "SUBSERIES 2017 A-1 BONDS"), SEWER REVENUE BONDS, SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND) DATED CONTEMPORANEOUSLY HERewith ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,625,000 (THE "SERIES 2017 B BONDS") AND SEWER REVENUE BONDS, SERIES 2017 C (ARBUCKLE PUBLIC SERVICE DISTRICT) DATED PRIOR TO OR CONTEMPORANEOUSLY HERewith ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$600,000 (THE "SERIES 2017 C BONDS").

THIS BOND IS ISSUED SENIOR AND PRIOR, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, TO THE ISSUER'S SEWER REVENUE BONDS, SERIES 1988 B, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$441,071 (THE "SERIES 1988 B BONDS"), AND SEWER REVENUE BONDS, SERIES 1991B, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$82,080 (THE "SERIES 1991B BONDS").

THE SERIES 1988 A BONDS, THE SERIES 1991A BONDS, THE SERIES 1996 A BONDS, THE SUBSERIES 2017 A-1 BONDS, THE SERIES 2017 B BONDS, THE SERIES 2017 C BONDS, THE SERIES 1988 B BONDS AND THE SERIES 1991B BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE "PRIOR 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 operation of the System on a parity with the pledge of Net Revenues in favor of the holders of the Series 1988 A Bonds, the Series 1991A Bonds, the Series 1996 A Bonds, the Subseries 2017 A-1 Bonds, the Series 2017 B Bonds and the Series 2017 C Bonds and senior and prior to the pledge of Net Revenues in favor of the holders of the Series 1988 B Bonds and the Series 1991B Bonds and from moneys in the Reserve

Account created under the Bond Legislation for the Bonds (the "Series 2017 A-2 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 a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2017 A-2 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 prior to, on a parity with or junior to the Bonds, including the Prior Bonds, provided however, that so long as there exists in the Series 2017 A-2 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 prior to, on a parity or junior to with the Bonds, including the Prior 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 _____, 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 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.

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, ordinances, 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, CITY OF OAK HILL has caused this Bond to be signed by its Mayor and City Manager and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2017.

CITY OF OAK HILL

[SEAL]

Mayor

City Manager

ATTEST:

City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2017 A-2 Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____.

_____,
as Registrar

By: _____

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 2017 B Bond]

**UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF OAK HILL
SEWER REVENUE BOND,
SERIES 2017 B
(WEST VIRGINIA INFRASTRUCTURE FUND)**

No. BR-_____ \$ _____

KNOW ALL MEN BY THESE PRESENTS: That CITY OF OAK HILL, a municipal corporation and political subdivision of the State of West Virginia in Fayette County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ DOLLARS (\$ _____), 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, together with interest thereon at the rate of 1.0% per annum in quarterly installments of principal and interest 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.

Principal installments of and interest on 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").

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 and construction of certain additions, betterments and improvements to the existing public sewer system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public sewer 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 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on _____, 2017 and a Supplemental Resolution duly adopted by the Issuer on _____, 2017 (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 OTHER RESPECTS, WITH THE ISSUER'S SEWER REVENUE BONDS, SERIES 1988 A, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,764,285 (THE "SERIES 1988 A BONDS"), SEWER REVENUE BONDS, SERIES 1991A, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,817,920 (THE "SERIES 1991A BONDS"), SEWER REVENUE BONDS, SERIES 1996 A (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 20, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,000,000 (THE "SERIES 1996 A BONDS"), SEWER REVENUE BONDS, SUBSERIES 2017 A-1 (WEST VIRGINIA SRF PROGRAM) DATED CONTEMPORANEOUSLY HERewith ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$13,792,000 (THE "SUBSERIES 2017 A-1 BONDS"), SEWER REVENUE BONDS, SUBSERIES 2017 A-2 (WEST VIRGINIA SRF PROGRAM) DATED CONTEMPORANEOUSLY HERewith ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$208,000 (THE "SUBSERIES 2017 A-2 BONDS") AND SEWER REVENUE BONDS, SERIES 2017 C (ARBUCKLE PUBLIC SERVICE DISTRICT) DATED PRIOR TO OR CONTEMPORANEOUSLY HERewith ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$600,000 (THE "SERIES 2017 C BONDS").

THIS BOND IS ISSUED SENIOR AND PRIOR, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, TO THE ISSUER'S SEWER REVENUE BONDS, SERIES 1988 B, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$441,071 (THE "SERIES 1988 B BONDS"), AND SEWER REVENUE BONDS, SERIES 1991B, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$82,080 (THE "SERIES 1991B BONDS").

THE SERIES 1988 A BONDS, THE SERIES 1991A BONDS, THE SERIES 1996 A BONDS, THE SUBSERIES 2017 A-1 BONDS, THE SUBSERIES 2017 A-2 BONDS, THE SERIES 2017 C BONDS, THE SERIES 1988 B BONDS AND THE SERIES 1991B BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE "PRIOR 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 Series 1988A Bonds, the Series 1991A Bonds, the Series 1996A Bonds, the Subseries 2017 A-1 Bonds, the Subseries 2017 A-2 Bonds and the Series 2017 C Bonds and senior and prior to the Series 1988B Bonds and the Series 1991B Bonds, and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2017 B 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 2017 B 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 prior to, on a parity with or junior to the Bonds, including the Prior Bonds, provided however, that so long as there exists in the Series 2017 B 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 prior to, on a parity with or junior to the Bonds, including the Prior 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 _____, _____, West Virginia, 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 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.

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, ordinances, 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 CITY OF OAK HILL has caused this Bond to be signed by its Mayor and City Manager and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2017.

CITY OF OAK HILL

[SEAL]

Mayor

City Manager

ATTEST:

City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2017 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____,

_____,
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:

Section 2. There are hereby authorized and ordered to be issued:

A. Sewer Revenue Bonds, Subseries 2017 A-1 (West Virginia SRF Program) of the Issuer, originally represented by a single bond, numbered A-1R-1, in the principal amount of \$13,792,000. The Subseries 2017 A-1 Bonds shall be dated the date of delivery thereof, shall finally mature on September 1, 2057, shall bear interest at the rate of 0.25% per annum, shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the redemption premium, if any, and otherwise in compliance with the Series 2017 A Bonds Loan Agreement, as long as the Authority shall be registered owner of the Subseries 2017 A-1 Bonds, and shall be payable in quarterly installments of principal and interest at the rate of .25% per annum on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2020, in the amounts as set forth in the Schedule Y attached to the Series 2017 A Bonds Loan Agreement and incorporated in and made a part of the Subseries 2017 A Bonds. The Issuer does approve and shall pay the SRF Administrative Fee equal to 0.25% of the principal amount of the Subseries 2017 A-1 Bonds, payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2020, as set forth in the Schedule Y attached to the Subseries 2017 A-1 Bonds Loan Agreement.

B. Sewer Revenue Bonds, Subseries 2017 A-2 (West Virginia SRF Program) of the Issuer, originally represented by a single bond, numbered A-2R-1, in the principal amount of \$208,000. The Subseries 2017 A-2 Bonds shall be dated the date of delivery thereof, shall finally mature on September 1, 2057, shall bear interest at the rate of 0.25% per annum, shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the redemption premium, if any, and otherwise in compliance with the Series 2017 A Bonds Loan Agreement, as long as the Authority shall be registered owner of the Subseries 2017 A-2 Bonds, and shall be payable in quarterly installments of principal and interest at the rate of .25% per annum on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2020, in the amounts as set forth in the Schedule Y attached to the Series 2017 A Bonds Loan Agreement and incorporated in and made a part of the Subseries 2017 A-2 Bonds. The Issuer does approve and shall pay the SRF Administrative Fee equal to 0.25% of the principal amount of the Subseries 2017 A-2 Bonds, payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2020, as set forth in the Schedule Y attached to the Subseries 2017 A-2 Bonds Loan Agreement.

C. Sewer Revenue Bonds, Series 2017 B (West Virginia Infrastructure Fund) of the Issuer, originally represented by a single bond, numbered BR-1, in the principal amount of \$8,365,211. The Series 2017 B Bonds shall be dated the date of delivery thereof, shall finally mature on September 1, 2057, shall bear interest at the rate of 1% 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 Series 2017 B Bonds Loan Agreement, as long as the Authority shall be registered owner of the Series 2017 B Bonds, and shall be payable in quarterly installments of principal and interest at the rate of 1% per annum on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2020, in the amounts as set forth in the Schedule Y attached to the Series 2017 B Bonds Loan Agreement and incorporated in and made a part of the Series 2017 B Bonds.

Section 3. All other provisions relating to the Series 2017 A and B Bonds shall be as provided the Ordinance except as provided herein and the text of the Subseries 2017 A-1 Bonds, the Subseries 2017 A-2 Bonds and the Series 2017 B Bonds shall be as provided in Section 1.J. above.

Section 4. The Issuer does hereby authorize, ratify, approve and accept the forms of the Loan Agreements, copies of which are incorporated herein by reference, and the execution and delivery of the Loan Agreements by the Mayor and/or the City Manager and the City Clerk and the performance of the obligations contained therein, on behalf of the Issuer are hereby authorized, approved and directed. The price of the Series 2017 A Bonds shall be 100% of par value, there being no interest accrued thereon. The proceeds of the Series 2017 A 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 Subseries 2017 A-1 Bonds in the amount of \$2,127,102.00 and a portion of the proceeds of the Series 2017 B Bonds in the amount of \$3,000.00 being more than a de minimis amount with respect to each series of the 2017 A-1 Bonds and Series 2017 B Bonds. The Issuer hereby affirms all covenants and representations made in the Loan Agreements and in the respective applications to the DEP and the Council.

Section 5. The Issuer does hereby appoint and designate United Bank, Inc., Charleston, West Virginia, to serve as Registrar for the Series 2017 A and B Bonds (the "Registrar") and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Series 2017 A and B Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer are hereby authorized, approved and directed.

Section 6. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 2017 A and B Bonds under the Resolution.

Section 7. The Issuer does hereby appoint and designate Bank of Mount Hope, Oak Hill, West Virginia, to serve as Depository Bank under the Resolution.

Section 8. The Series 2017 A-1 Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2017 A-1 Bonds Sinking Fund as capitalized interest.

Section 9. The Series 2017 A-1 Bonds proceeds in the amount of \$-0- shall be deposited in a Series 2017 A-1 Bonds Reserve Account.

Section 10. The Series 2017 A-2 Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2017 A-2 Bonds Sinking Fund as capitalized interest.

Section 11. The Series 2017 A-2 Bonds proceeds in the amount of \$-0- shall be deposited in a Series 2017 A-2 Bonds Reserve Account.

Section 12. The Series 2017 B Bonds proceeds in the amount of \$-0-, shall be deposited in the Series 2017 B Bonds Sinking Fund as capitalized interest.

Section 13. The Series 2017 B Bonds proceeds in the amount of \$-0- shall be deposited in a Series 2017 B Bonds Reserve Account.

Section 14. Proceeds of the Subseries 2017 A-1 Bonds shall be applied immediately on the Closing Date to pay in full and redeem the Issuer's Sewerage System Bond Anticipation Notes, Series 2012, dated October 30, 2012, issued in the original aggregate principal amount of not to exceed \$800,000, together with any interest accrued thereon.

Section 15. The remaining proceeds of the Series 2017 A Bonds shall be deposited in the Series 2017 A and 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 2017 A Bonds and the reimbursement of the Issuer of any such Costs paid by the Issuer.

Section 16. The remaining proceeds of the Series 2017 B Bonds shall be deposited in the Series 2017 A and 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 2017 B Bonds and the reimbursement of the Issuer of any such Costs paid by the Issuer.

Section 17. The Mayor, City Manager and City Clerk are hereby authorized and directed to execute and deliver the Series 2017 A and B Bonds and such other documents, agreements, instruments and certificates required or desirable in connection with the Series 2017 A and B Bonds hereby and by the Ordinance approved and provided for, and to affix thereon the seal of the Issuer, as appropriate, to the end that the Series 2017 A and B Bonds may be delivered to the Authority pursuant to the Loan Agreements on or about September 21, 2017, or as soon thereafter as practicable. In the event Mayor Dickinson is unable to execute and deliver the Series 2017 A and B Bonds and other documents, agreements, instruments and certificates required or desirable in connection with the Series 2017 A and B Bonds, Bruce Coleman is hereby appointed and designated as acting Mayor for the purpose of executing and delivering the Series 2017 A and B Bonds and other documents, agreements, instruments and certificates required or desirable in connection with the Series 2017 A and B Bonds.

Section 18. The acquisition and construction of the Project and the financing thereof with the proceeds of the Series 2017 A and B 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 19. 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 Ordinance held by the Depository Bank in time 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 time deposits until further directed by the Issuer. Monies in the Sinking Funds and Reserve Accounts for the Series 2017 A and B Bonds shall be invested by the Commission in the West Virginia Consolidated Fund.

Section 20. All contracts relating to the financing, acquisition and construction of the Project are hereby approved and the Mayor and the City Manager are each hereby authorized and directed to execute and deliver all such contracts.

Section 21. The Issuer hereby approves the costs of issuance and authorizes the payment of the same.

Section 22. 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 2017 A and B Bonds.

Section 23. The Issuer hereby authorizes the Sanitary Board of the Issuer to approve invoices relating to the Project and to submit requisitions to pay invoices relating to the Project with the proceeds of the Series 2017 A and B Bonds.

Section 24. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 11th day of September, 2017.

CITY OF OAK HILL



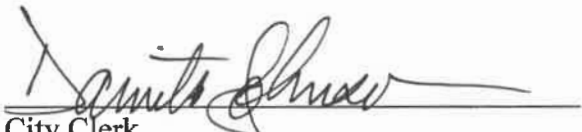
Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the City Council of the City of Oak Hill on the 11th day of September, 2017.

Dated: September 21, 2017.

[SEAL]


City Clerk

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF OAK HILL
SEWER REVENUE BOND,
SUBSERIES 2017 A-1
(WEST VIRGINIA SRF PROGRAM)

No. A-1R-1

\$13,792,000.00

KNOW ALL MEN BY THESE PRESENTS: That CITY OF OAK HILL, a municipal corporation and political subdivision of the State of West Virginia in Fayette County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of THIRTEEN MILLION SEVEN HUNDRED NINETY-TWO THOUSAND AND 00/100 DOLLARS (\$13,792,000.00), 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, together with interest thereon at the rate of 0.25% per annum, in quarterly installments of principal and interest on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2020 to and including September 1, 2057, as set forth in the "Debt Service Schedule" attached as Exhibit B hereto and incorporated herein by reference. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) on this Bond shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2020, as set forth on EXHIBIT B attached hereto.

Principal installments of and interest on 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").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority and the DEP, dated September 21, 2017.

This Bond is issued (i) to permanently finance a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public sewerage facilities of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public sewerage facilities 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 13 and Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on August 21, 2017, and put into effect following a public hearing held on September 11, 2017, and a Supplemental Resolution duly adopted by the Issuer on September 11, 2017 (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 OTHER RESPECTS, WITH THE ISSUER'S SEWER REVENUE BONDS, SERIES 1988 A, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,764,285 (THE "SERIES 1988 A BONDS"), SEWER REVENUE BONDS, SERIES 1991A, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,817,920 (THE "SERIES 1991A BONDS"), SEWER REVENUE BONDS, SERIES 1996 A (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 20, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,000,000 (THE "SERIES 1996 A BONDS"), SEWER REVENUE BONDS, SUBSERIES 2017 A-2 (WEST VIRGINIA SRF PROGRAM) DATED CONTEMPORANEOUSLY HERewith ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$208,000 (THE "SUBSERIES 2017 A-2 BONDS"), SEWER REVENUE BONDS, SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND) DATED CONTEMPORANEOUSLY HERewith ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,625,000 (THE "SERIES 2017 B BONDS") AND SEWER REVENUE BONDS, SERIES 2017 C (ARBUCKLE PUBLIC SERVICE DISTRICT) DATED PRIOR TO OR CONTEMPORANEOUSLY HERewith ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$525,000 (THE "SERIES 2017 C BONDS").

THIS BOND IS ISSUED SENIOR AND PRIOR, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, TO THE ISSUER'S SEWER REVENUE BONDS, SERIES 1988 B, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$441,071 (THE "SERIES 1988 B BONDS"), AND SEWER REVENUE BONDS, SERIES 1991B, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$82,080 (THE "SERIES 1991B BONDS").

THE SERIES 1988 A BONDS, THE SERIES 1991A BONDS, THE SERIES 1996 A BONDS, THE SUBSERIES 2017 A-2 BONDS, THE SERIES 2017 B BONDS, THE SERIES 2017 C BONDS, THE SERIES 1988 B BONDS AND THE SERIES 1991B BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE "PRIOR 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 operation of the System on a parity with the pledge of Net Revenues in favor of the holders of the Series 1988 A Bonds, the Series 1991A Bonds, the Series 1996 A Bonds, the Subseries 2017 A-2 Bonds, the Series 2017 B Bonds and the Series 2017 C Bonds and senior and prior to the pledge of Net Revenues in favor of the holders of the Series 1988 B Bonds and the Series 1991B Bonds and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2017 A-1 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 a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2017 A-1 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 prior to, on a parity with or junior to the Bonds, including the Prior Bonds, provided however, that so long as there exists in the Series 2017 A-1 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 prior to, on a parity or junior to with the Bonds, including the Prior 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 United Bank, Inc., Charleston, West Virginia, 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 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.

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, ordinances, 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.

SPECIMEN

[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, CITY OF OAK HILL has caused this Bond to be signed by its Mayor and City Manager and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated September 21, 2017.

[SEAL]

CITY OF OAK HILL

Mayor

City Manager

ATTEST:

City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Subseries 2017 A-1 Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: September 21, 2017

UNITED BANK, INC.
as Registrar

By *[Signature]*
SPECIMEN

EXHIBIT A
RECORD OF ADVANCES

	<u>Amount</u>	<u>Date</u>		<u>Amount</u>	<u>Date</u>
(1)	\$2,127,102	September 21, 2017	(7)	\$	
(2)	\$		(8)	\$	
(3)	\$		(9)	\$	
(4)	\$		(10)	\$	
(5)	\$		(11)	\$	
(6)	\$		(12)	\$	

SPECIMEN

Total \$ _____

EXHIBIT B
DEBT SERVICE SCHEDULE

SPECIMEN

Net Debt Service
City of Oak Hill
CWSRF
\$13,792,000
0.25% Interest Rate
40 Years from Closing Date
0.25% Administrative Fee

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
3/1/2020	87,124	0.250%	8,620.00	95,744.00	4,406.30	100,150.30
6/1/2020	87,178	0.250%	8,565.55	95,743.55	4,406.30	100,149.85
9/1/2020	87,233	0.250%	8,511.06	95,744.06	4,406.30	100,150.36
12/1/2020	87,288	0.250%	8,456.54	95,744.54	4,406.30	100,150.84
3/1/2021	87,342	0.250%	8,401.99	95,743.99	4,406.30	100,150.29
6/1/2021	87,397	0.250%	8,347.40	95,744.40	4,406.30	100,150.70
9/1/2021	87,451	0.250%	8,292.77	95,743.77	4,406.30	100,150.07
12/1/2021	87,506	0.250%	8,238.12	95,744.12	4,406.30	100,150.42
3/1/2022	87,561	0.250%	8,183.43	95,744.43	4,406.30	100,150.73
6/1/2022	87,615	0.250%	8,128.70	95,743.70	4,406.30	100,150.00
9/1/2022	87,670	0.250%	8,073.94	95,743.94	4,406.30	100,150.24
12/1/2022	87,725	0.250%	8,019.15	95,744.15	4,406.30	100,150.45
3/1/2023	87,780	0.250%	7,964.32	95,744.32	4,406.30	100,150.62
6/1/2023	87,835	0.250%	7,909.44	95,744.46	4,406.30	100,150.76
9/1/2023	87,889	0.250%	7,854.56	95,743.56	4,406.30	100,149.86
12/1/2023	87,944	0.250%	7,799.63	95,743.63	4,406.30	100,149.93
3/1/2024	87,999	0.250%	7,744.66	95,743.66	4,406.30	100,149.96
6/1/2024	88,054	0.250%	7,689.66	95,743.66	4,406.30	100,149.96
9/1/2024	88,109	0.250%	7,634.63	95,743.63	4,406.30	100,149.93
12/1/2024	88,164	0.250%	7,579.56	95,743.56	4,406.30	100,149.86
3/1/2025	88,220	0.250%	7,524.46	95,744.46	4,406.30	100,150.76
6/1/2025	88,275	0.250%	7,469.32	95,744.32	4,406.30	100,150.62
9/1/2025	88,330	0.250%	7,414.15	95,744.15	4,406.30	100,150.45
12/1/2025	88,385	0.250%	7,358.94	95,743.94	4,406.30	100,150.24
3/1/2026	88,440	0.250%	7,303.70	95,743.70	4,406.30	100,150.00
6/1/2026	88,496	0.250%	7,248.43	95,744.43	4,406.30	100,150.73
9/1/2026	88,551	0.250%	7,193.12	95,744.12	4,406.30	100,150.42
12/1/2026	88,606	0.250%	7,137.77	95,743.77	4,406.30	100,150.07
3/1/2027	88,662	0.250%	7,082.40	95,744.40	4,406.30	100,150.70
6/1/2027	88,717	0.250%	7,026.98	95,743.98	4,406.30	100,150.28
9/1/2027	88,773	0.250%	6,971.53	95,744.53	4,406.30	100,150.83
12/1/2027	88,828	0.250%	6,916.05	95,744.05	4,406.30	100,150.35
3/1/2028	88,884	0.250%	6,860.53	95,744.53	4,406.30	100,150.83
6/1/2028	88,939	0.250%	6,804.98	95,743.98	4,406.30	100,150.28
9/1/2028	88,995	0.250%	6,749.39	95,744.39	4,406.30	100,150.69
12/1/2028	89,050	0.250%	6,693.77	95,743.77	4,406.30	100,150.07
3/1/2029	89,106	0.250%	6,638.12	95,744.12	4,406.30	100,150.42
6/1/2029	89,162	0.250%	6,582.42	95,744.42	4,406.30	100,150.72
9/1/2029	89,217	0.250%	6,526.70	95,743.70	4,406.30	100,150.00
12/1/2029	89,273	0.250%	6,470.94	95,743.94	4,406.30	100,150.24
3/1/2030	89,329	0.250%	6,415.14	95,744.14	4,406.30	100,150.44
6/1/2030	89,385	0.250%	6,359.31	95,744.31	4,406.30	100,150.61
9/1/2030	89,441	0.250%	6,303.45	95,744.45	4,406.30	100,150.75
12/1/2030	89,497	0.250%	6,247.55	95,744.55	4,406.30	100,150.85
3/1/2031	89,552	0.250%	6,191.61	95,743.61	4,406.30	100,149.91
6/1/2031	89,608	0.250%	6,135.64	95,743.64	4,406.30	100,149.94

Net Debt Service*City of Oak Hill**CWSRF**\$13,792,000**0.25% Interest Rate**40 Years from Closing Date**0.25% Administrative Fee*

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
9/1/2031	89,664	0.250%	6,079.63	95,743.63	4,406.30	100,149.93
12/1/2031	89,720	0.250%	6,023.59	95,743.59	4,406.30	100,149.89
3/1/2032	89,777	0.250%	5,967.52	95,744.52	4,406.30	100,150.82
6/1/2032	89,833	0.250%	5,911.41	95,744.41	4,406.30	100,150.71
9/1/2032	89,889	0.250%	5,855.26	95,744.26	4,406.30	100,150.56
12/1/2032	89,945	0.250%	5,799.08	95,744.08	4,406.30	100,150.38
3/1/2033	90,001	0.250%	5,742.87	95,743.87	4,406.30	100,150.17
6/1/2033	90,057	0.250%	5,686.62	95,743.62	4,406.30	100,149.92
9/1/2033	90,114	0.250%	5,630.33	95,744.33	4,406.30	100,150.63
12/1/2033	90,170	0.250%	5,574.01	95,744.01	4,406.30	100,150.31
3/1/2034	90,226	0.250%	5,517.65	95,743.65	4,406.30	100,149.95
6/1/2034	90,283	0.250%	5,461.21	95,744.26	4,406.30	100,150.56
9/1/2034	90,339	0.250%	5,404.84	95,743.84	4,406.30	100,150.14
12/1/2034	90,396	0.250%	5,348.37	95,744.37	4,406.30	100,150.67
3/1/2035	90,452	0.250%	5,291.88	95,743.88	4,406.30	100,150.18
6/1/2035	90,509	0.250%	5,235.34	95,744.34	4,406.30	100,150.64
9/1/2035	90,565	0.250%	5,178.78	95,743.78	4,406.30	100,150.08
12/1/2035	90,622	0.250%	5,122.17	95,744.17	4,406.30	100,150.47
3/1/2036	90,679	0.250%	5,065.53	95,744.53	4,406.30	100,150.83
6/1/2036	90,735	0.250%	5,008.86	95,743.86	4,406.30	100,150.16
9/1/2036	90,792	0.250%	4,952.15	95,744.15	4,406.30	100,150.45
12/1/2036	90,849	0.250%	4,895.40	95,744.40	4,406.30	100,150.70
3/1/2037	90,905	0.250%	4,838.62	95,743.62	4,406.30	100,149.92
6/1/2037	90,962	0.250%	4,781.81	95,743.81	4,406.30	100,150.11
9/1/2037	91,019	0.250%	4,724.96	95,743.96	4,406.30	100,150.26
12/1/2037	91,076	0.250%	4,668.07	95,744.07	4,406.30	100,150.37
3/1/2038	91,133	0.250%	4,611.15	95,744.15	4,406.30	100,150.45
6/1/2038	91,190	0.250%	4,554.19	95,744.19	4,406.30	100,150.49
9/1/2038	91,247	0.250%	4,497.20	95,744.20	4,406.30	100,150.50
12/1/2038	91,304	0.250%	4,440.17	95,744.17	4,406.30	100,150.47
3/1/2039	91,361	0.250%	4,383.10	95,744.10	4,406.30	100,150.40
6/1/2039	91,418	0.250%	4,326.00	95,744.00	4,406.30	100,150.30
9/1/2039	91,475	0.250%	4,268.86	95,743.86	4,406.30	100,150.16
12/1/2039	91,532	0.250%	4,211.69	95,743.69	4,406.30	100,149.99
3/1/2040	91,590	0.250%	4,154.49	95,744.49	4,406.30	100,150.79
6/1/2040	91,647	0.250%	4,097.24	95,744.24	4,406.30	100,150.54
9/1/2040	91,704	0.250%	4,039.96	95,743.96	4,406.30	100,150.26
12/1/2040	91,761	0.250%	3,982.65	95,743.65	4,406.30	100,149.95
3/1/2041	91,819	0.250%	3,925.30	95,744.30	4,406.30	100,150.60
6/1/2041	91,876	0.250%	3,867.91	95,743.91	4,406.30	100,150.21
9/1/2041	91,934	0.250%	3,810.49	95,744.49	4,406.30	100,150.79
12/1/2041	91,991	0.250%	3,753.03	95,744.03	4,406.30	100,150.33
3/1/2042	92,049	0.250%	3,695.53	95,744.53	4,406.30	100,150.83
6/1/2042	92,106	0.250%	3,638.00	95,744.00	4,406.30	100,150.30
9/1/2042	92,164	0.250%	3,580.44	95,744.44	4,406.30	100,150.74
12/1/2042	92,221	0.250%	3,522.83	95,743.83	4,406.30	100,150.13

Net Debt Service
City of Oak Hill
CWSRF
\$13,792,000
0.25% Interest Rate
40 Years from Closing Date
0.25% Administrative Fee

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
3/1/2043	92,279	0.250%	3,465.20	95,744.20	4,406.30	100,150.50
6/1/2043	92,337	0.250%	3,407.52	95,744.52	4,406.30	100,150.82
9/1/2043	92,394	0.250%	3,349.81	95,743.81	4,406.30	100,150.11
12/1/2043	92,452	0.250%	3,292.07	95,744.07	4,406.30	100,150.37
3/1/2044	92,510	0.250%	3,234.28	95,744.28	4,406.30	100,150.58
6/1/2044	92,568	0.250%	3,176.46	95,744.46	4,406.30	100,150.76
9/1/2044	92,625	0.250%	3,118.61	95,743.61	4,406.30	100,149.91
12/1/2044	92,683	0.250%	3,060.72	95,743.72	4,406.30	100,150.02
3/1/2045	92,741	0.250%	3,002.79	95,743.79	4,406.30	100,150.09
6/1/2045	92,799	0.250%	2,944.83	95,743.83	4,406.30	100,150.13
9/1/2045	92,857	0.250%	2,886.83	95,743.83	4,406.30	100,150.13
12/1/2045	92,915	0.250%	2,828.79	95,743.79	4,406.30	100,150.09
3/1/2046	92,973	0.250%	2,770.63	95,743.72	4,406.30	100,150.02
6/1/2046	93,031	0.250%	2,712.61	95,743.61	4,406.30	100,149.91
9/1/2046	93,090	0.250%	2,654.47	95,744.47	4,406.30	100,150.77
12/1/2046	93,148	0.250%	2,596.29	95,744.29	4,406.30	100,150.59
3/1/2047	93,206	0.250%	2,538.07	95,744.07	4,406.30	100,150.37
6/1/2047	93,264	0.250%	2,479.82	95,743.82	4,406.30	100,150.12
9/1/2047	93,323	0.250%	2,421.53	95,744.53	4,406.30	100,150.83
12/1/2047	93,381	0.250%	2,363.20	95,744.20	4,406.30	100,150.50
3/1/2048	93,439	0.250%	2,304.84	95,743.84	4,406.30	100,150.14
6/1/2048	93,498	0.250%	2,246.44	95,744.44	4,406.30	100,150.74
9/1/2048	93,556	0.250%	2,188.00	95,744.00	4,406.30	100,150.30
12/1/2048	93,615	0.250%	2,129.53	95,744.53	4,406.30	100,150.83
3/1/2049	93,673	0.250%	2,071.02	95,744.02	4,406.30	100,150.32
6/1/2049	93,732	0.250%	2,012.47	95,744.47	4,406.30	100,150.77
9/1/2049	93,790	0.250%	1,953.89	95,743.89	4,406.30	100,150.19
12/1/2049	93,849	0.250%	1,895.27	95,744.27	4,406.30	100,150.57
3/1/2050	93,907	0.250%	1,836.62	95,743.62	4,406.30	100,149.92
6/1/2050	93,966	0.250%	1,777.92	95,743.92	4,406.30	100,150.22
9/1/2050	94,025	0.250%	1,719.20	95,744.20	4,406.30	100,150.50
12/1/2050	94,084	0.250%	1,660.43	95,744.43	4,406.30	100,150.73
3/1/2051	94,142	0.250%	1,601.63	95,743.63	4,406.30	100,149.93
6/1/2051	94,201	0.250%	1,542.79	95,743.79	4,406.30	100,150.09
9/1/2051	94,260	0.250%	1,483.91	95,743.91	4,406.30	100,150.21
12/1/2051	94,319	0.250%	1,425.00	95,744.00	4,406.30	100,150.30
3/1/2052	94,378	0.250%	1,366.05	95,744.05	4,406.30	100,150.35
6/1/2052	94,437	0.250%	1,307.07	95,744.07	4,406.30	100,150.37
9/1/2052	94,496	0.250%	1,248.04	95,744.04	4,406.30	100,150.34
12/1/2052	94,555	0.250%	1,188.98	95,743.98	4,406.30	100,150.28
3/1/2053	94,614	0.250%	1,129.89	95,743.89	4,406.30	100,150.19
6/1/2053	94,673	0.250%	1,070.75	95,743.75	4,406.30	100,150.05
9/1/2053	94,732	0.250%	1,011.58	95,743.58	4,406.30	100,149.88
12/1/2053	94,792	0.250%	952.37	95,744.37	4,406.30	100,150.67
3/1/2054	94,851	0.250%	893.13	95,744.13	4,406.30	100,150.43
6/1/2054	94,910	0.250%	833.85	95,743.85	4,406.30	100,150.15

Net Debt Service*City of Oak Hill**CWSRF**\$13,792,000**0.25% Interest Rate**40 Years from Closing Date**0.25% Administrative Fee*

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
9/1/2054	94,970	0.250%	774.53	95,744.53	4,406.30	100,150.83
12/1/2054	95,029	0.250%	715.17	95,744.17	4,406.30	100,150.47
3/1/2055	95,088	0.250%	655.78	95,743.78	4,406.30	100,150.08
6/1/2055	95,148	0.250%	596.35	95,744.35	4,406.30	100,150.65
9/1/2055	95,207	0.250%	536.88	95,743.88	4,406.30	100,150.18
12/1/2055	95,267	0.250%	477.38	95,744.38	4,406.30	100,150.68
3/1/2056	95,326	0.250%	417.83	95,743.83	4,406.30	100,150.13
6/1/2056	95,386	0.250%	358.28	95,744.26	4,406.30	100,150.56
9/1/2056	95,445	0.250%	298.64	95,743.64	4,406.30	100,149.94
12/1/2056	95,505	0.250%	238.99	95,743.99	4,406.30	100,150.29
3/1/2057	95,565	0.250%	179.30	95,744.30	4,406.30	100,150.60
6/1/2057	95,624	0.250%	119.57	95,743.57	4,406.30	100,149.87
9/1/2057	95,684	0.250%	59.80	95,743.80	4,406.54	100,150.34
13,792,000			665,351.54	14,457,351.54	665,351.54	15,122,703.08

The quarterly administration fee is calculated based upon 0.25% of the loan payments and will be \$4,406.30, with a final payment of \$4,406.54, to total \$665,351.54.

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____.

SPECIMEN

In the presence of:

11

Net Debt Service

City of Oak Hill

CWSRF

\$13,792,000

0.25% Interest Rate

40 Years from Closing Date

0.25% Administrative Fee

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
3/1/2020	87,124	0.250%	8,620.00	95,744.00	4,406.30	100,150.30
6/1/2020	87,178	0.250%	8,565.55	95,743.55	4,406.30	100,149.85
9/1/2020	87,233	0.250%	8,511.06	95,744.06	4,406.30	100,150.36
12/1/2020	87,288	0.250%	8,456.54	95,744.54	4,406.30	100,150.84
3/1/2021	87,342	0.250%	8,401.99	95,743.99	4,406.30	100,150.29
6/1/2021	87,397	0.250%	8,347.40	95,744.40	4,406.30	100,150.70
9/1/2021	87,451	0.250%	8,292.77	95,743.77	4,406.30	100,150.07
12/1/2021	87,506	0.250%	8,238.12	95,744.12	4,406.30	100,150.42
3/1/2022	87,561	0.250%	8,183.43	95,744.43	4,406.30	100,150.73
6/1/2022	87,615	0.250%	8,128.70	95,743.70	4,406.30	100,150.00
9/1/2022	87,670	0.250%	8,073.94	95,743.94	4,406.30	100,150.24
12/1/2022	87,725	0.250%	8,019.15	95,744.15	4,406.30	100,150.45
3/1/2023	87,780	0.250%	7,964.32	95,744.32	4,406.30	100,150.62
6/1/2023	87,835	0.250%	7,909.46	95,744.46	4,406.30	100,150.76
9/1/2023	87,889	0.250%	7,854.56	95,743.56	4,406.30	100,149.86
12/1/2023	87,944	0.250%	7,799.63	95,743.63	4,406.30	100,149.93
3/1/2024	87,999	0.250%	7,744.66	95,743.66	4,406.30	100,149.96
6/1/2024	88,054	0.250%	7,689.66	95,743.66	4,406.30	100,149.96
9/1/2024	88,109	0.250%	7,634.63	95,743.63	4,406.30	100,149.93
12/1/2024	88,164	0.250%	7,579.56	95,743.56	4,406.30	100,149.86
3/1/2025	88,220	0.250%	7,524.46	95,744.46	4,406.30	100,150.76
6/1/2025	88,275	0.250%	7,469.32	95,744.32	4,406.30	100,150.62
9/1/2025	88,330	0.250%	7,414.15	95,744.15	4,406.30	100,150.45
12/1/2025	88,385	0.250%	7,358.94	95,743.94	4,406.30	100,150.24
3/1/2026	88,440	0.250%	7,303.70	95,743.70	4,406.30	100,150.00
6/1/2026	88,496	0.250%	7,248.43	95,744.43	4,406.30	100,150.73
9/1/2026	88,551	0.250%	7,193.12	95,744.12	4,406.30	100,150.42
12/1/2026	88,606	0.250%	7,137.77	95,743.77	4,406.30	100,150.07
3/1/2027	88,662	0.250%	7,082.40	95,744.40	4,406.30	100,150.70
6/1/2027	88,717	0.250%	7,026.98	95,743.98	4,406.30	100,150.28
9/1/2027	88,773	0.250%	6,971.53	95,744.53	4,406.30	100,150.83
12/1/2027	88,828	0.250%	6,916.05	95,744.05	4,406.30	100,150.35
3/1/2028	88,884	0.250%	6,860.53	95,744.53	4,406.30	100,150.83
6/1/2028	88,939	0.250%	6,804.98	95,743.98	4,406.30	100,150.28
9/1/2028	88,995	0.250%	6,749.39	95,744.39	4,406.30	100,150.69
12/1/2028	89,050	0.250%	6,693.77	95,743.77	4,406.30	100,150.07
3/1/2029	89,106	0.250%	6,638.12	95,744.12	4,406.30	100,150.42
6/1/2029	89,162	0.250%	6,582.42	95,744.42	4,406.30	100,150.72
9/1/2029	89,217	0.250%	6,526.70	95,743.70	4,406.30	100,150.00
12/1/2029	89,273	0.250%	6,470.94	95,743.94	4,406.30	100,150.24
3/1/2030	89,329	0.250%	6,415.14	95,744.14	4,406.30	100,150.44
6/1/2030	89,385	0.250%	6,359.31	95,744.31	4,406.30	100,150.61

9/1/2030	89,441	0.250%	6,303.45	95,744.45	4,406.30	100,150.75
12/1/2030	89,497	0.250%	6,247.55	95,744.55	4,406.30	100,150.85
3/1/2031	89,552	0.250%	6,191.61	95,743.61	4,406.30	100,149.91
6/1/2031	89,608	0.250%	6,135.64	95,743.64	4,406.30	100,149.94

Aug 31, 2017 3:50 pm

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Net Debt Service*City of Oak Hill**CWSRF**\$13,792,000**0.25% Interest Rate**40 Years from Closing Date**0.25% Administrative Fee*

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
9/1/2031	89,664	0.250%	6,079.63	95,743.63	4,406.30	100,149.93
12/1/2031	89,720	0.250%	6,023.59	95,743.59	4,406.30	100,149.89
3/1/2032	89,777	0.250%	5,967.52	95,744.52	4,406.30	100,150.82
6/1/2032	89,833	0.250%	5,911.41	95,744.41	4,406.30	100,150.71
9/1/2032	89,889	0.250%	5,855.26	95,744.26	4,406.30	100,150.56
12/1/2032	89,945	0.250%	5,799.08	95,744.08	4,406.30	100,150.38
3/1/2033	90,001	0.250%	5,742.87	95,743.87	4,406.30	100,150.17
6/1/2033	90,057	0.250%	5,686.62	95,743.62	4,406.30	100,149.92
9/1/2033	90,114	0.250%	5,630.33	95,744.33	4,406.30	100,150.63
12/1/2033	90,170	0.250%	5,574.01	95,744.01	4,406.30	100,150.31
3/1/2034	90,226	0.250%	5,517.65	95,743.65	4,406.30	100,149.95
6/1/2034	90,283	0.250%	5,461.26	95,744.26	4,406.30	100,150.56
9/1/2034	90,339	0.250%	5,404.84	95,743.84	4,406.30	100,150.14
12/1/2034	90,396	0.250%	5,348.37	95,744.37	4,406.30	100,150.67
3/1/2035	90,452	0.250%	5,291.88	95,743.88	4,406.30	100,150.18
6/1/2035	90,509	0.250%	5,235.34	95,744.34	4,406.30	100,150.64
9/1/2035	90,565	0.250%	5,178.78	95,743.78	4,406.30	100,150.08
12/1/2035	90,622	0.250%	5,122.17	95,744.17	4,406.30	100,150.47
3/1/2036	90,679	0.250%	5,065.53	95,744.53	4,406.30	100,150.83
6/1/2036	90,735	0.250%	5,008.86	95,743.86	4,406.30	100,150.16
9/1/2036	90,792	0.250%	4,952.15	95,744.15	4,406.30	100,150.45
12/1/2036	90,849	0.250%	4,895.40	95,744.40	4,406.30	100,150.70
3/1/2037	90,905	0.250%	4,838.62	95,743.62	4,406.30	100,149.92
6/1/2037	90,962	0.250%	4,781.81	95,743.81	4,406.30	100,150.11
9/1/2037	91,019	0.250%	4,724.96	95,743.96	4,406.30	100,150.26
12/1/2037	91,076	0.250%	4,668.07	95,744.07	4,406.30	100,150.37
3/1/2038	91,133	0.250%	4,611.15	95,744.15	4,406.30	100,150.45
6/1/2038	91,190	0.250%	4,554.19	95,744.19	4,406.30	100,150.49
9/1/2038	91,247	0.250%	4,497.20	95,744.20	4,406.30	100,150.50
12/1/2038	91,304	0.250%	4,440.17	95,744.17	4,406.30	100,150.47
3/1/2039	91,361	0.250%	4,383.10	95,744.10	4,406.30	100,150.40
6/1/2039	91,418	0.250%	4,326.00	95,744.00	4,406.30	100,150.30
9/1/2039	91,475	0.250%	4,268.86	95,743.86	4,406.30	100,150.16
12/1/2039	91,532	0.250%	4,211.69	95,743.69	4,406.30	100,149.99
3/1/2040	91,590	0.250%	4,154.49	95,744.49	4,406.30	100,150.79
6/1/2040	91,647	0.250%	4,097.24	95,744.24	4,406.30	100,150.54
9/1/2040	91,704	0.250%	4,039.96	95,743.96	4,406.30	100,150.26
12/1/2040	91,761	0.250%	3,982.65	95,743.65	4,406.30	100,149.95
3/1/2041	91,819	0.250%	3,925.30	95,744.30	4,406.30	100,150.60
6/1/2041	91,876	0.250%	3,867.91	95,743.91	4,406.30	100,150.21
9/1/2041	91,934	0.250%	3,810.49	95,744.49	4,406.30	100,150.79

12/1/2041	91,991	0.250%	3,753.03	95,744.03	4,406.30	100,150.33
3/1/2042	92,049	0.250%	3,695.53	95,744.53	4,406.30	100,150.83
6/1/2042	92,106	0.250%	3,638.00	95,744.00	4,406.30	100,150.30
9/1/2042	92,164	0.250%	3,580.44	95,744.44	4,406.30	100,150.74
12/1/2042	92,221	0.250%	3,522.83	95,743.83	4,406.30	100,150.13

Net Debt Service*City of Oak Hill**CWSRF**\$13,792,000**0.25% Interest Rate**40 Years from Closing Date**0.25% Administrative Fee*

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
3/1/2043	92,279	0.250%	3,465.20	95,744.20	4,406.30	100,150.50
6/1/2043	92,337	0.250%	3,407.52	95,744.52	4,406.30	100,150.82
9/1/2043	92,394	0.250%	3,349.81	95,743.81	4,406.30	100,150.11
12/1/2043	92,452	0.250%	3,292.07	95,744.07	4,406.30	100,150.37
3/1/2044	92,510	0.250%	3,234.28	95,744.28	4,406.30	100,150.58
6/1/2044	92,568	0.250%	3,176.46	95,744.46	4,406.30	100,150.76
9/1/2044	92,625	0.250%	3,118.61	95,743.61	4,406.30	100,149.91
12/1/2044	92,683	0.250%	3,060.72	95,743.72	4,406.30	100,150.02
3/1/2045	92,741	0.250%	3,002.79	95,743.79	4,406.30	100,150.09
6/1/2045	92,799	0.250%	2,944.83	95,743.83	4,406.30	100,150.13
9/1/2045	92,857	0.250%	2,886.83	95,743.83	4,406.30	100,150.13
12/1/2045	92,915	0.250%	2,828.79	95,743.79	4,406.30	100,150.09
3/1/2046	92,973	0.250%	2,770.72	95,743.72	4,406.30	100,150.02
6/1/2046	93,031	0.250%	2,712.61	95,743.61	4,406.30	100,149.91
9/1/2046	93,090	0.250%	2,654.47	95,744.47	4,406.30	100,150.77
12/1/2046	93,148	0.250%	2,596.29	95,744.29	4,406.30	100,150.59
3/1/2047	93,206	0.250%	2,538.07	95,744.07	4,406.30	100,150.37
6/1/2047	93,264	0.250%	2,479.82	95,743.82	4,406.30	100,150.12
9/1/2047	93,323	0.250%	2,421.53	95,744.53	4,406.30	100,150.83
12/1/2047	93,381	0.250%	2,363.20	95,744.20	4,406.30	100,150.50
3/1/2048	93,439	0.250%	2,304.84	95,743.84	4,406.30	100,150.14
6/1/2048	93,498	0.250%	2,246.44	95,744.44	4,406.30	100,150.74
9/1/2048	93,556	0.250%	2,188.00	95,744.00	4,406.30	100,150.30
12/1/2048	93,615	0.250%	2,129.53	95,744.53	4,406.30	100,150.83
3/1/2049	93,673	0.250%	2,071.02	95,744.02	4,406.30	100,150.32
6/1/2049	93,732	0.250%	2,012.47	95,744.47	4,406.30	100,150.77
9/1/2049	93,790	0.250%	1,953.89	95,743.89	4,406.30	100,150.19
12/1/2049	93,849	0.250%	1,895.27	95,744.27	4,406.30	100,150.57
3/1/2050	93,907	0.250%	1,836.62	95,743.62	4,406.30	100,149.92
6/1/2050	93,966	0.250%	1,777.92	95,743.92	4,406.30	100,150.22
9/1/2050	94,025	0.250%	1,719.20	95,744.20	4,406.30	100,150.50
12/1/2050	94,084	0.250%	1,660.43	95,744.43	4,406.30	100,150.73
3/1/2051	94,142	0.250%	1,601.63	95,743.63	4,406.30	100,149.93
6/1/2051	94,201	0.250%	1,542.79	95,743.79	4,406.30	100,150.09
9/1/2051	94,260	0.250%	1,483.91	95,743.91	4,406.30	100,150.21
12/1/2051	94,319	0.250%	1,425.00	95,744.00	4,406.30	100,150.30
3/1/2052	94,378	0.250%	1,366.05	95,744.05	4,406.30	100,150.35
6/1/2052	94,437	0.250%	1,307.07	95,744.07	4,406.30	100,150.37
9/1/2052	94,496	0.250%	1,248.04	95,744.04	4,406.30	100,150.34
12/1/2052	94,555	0.250%	1,188.98	95,743.98	4,406.30	100,150.28
3/1/2053	94,614	0.250%	1,129.89	95,743.89	4,406.30	100,150.19

6/1/2053	94,673	0.250%	1,070.75	95,743.75	4,406.30	100,150.05
9/1/2053	94,732	0.250%	1,011.58	95,743.58	4,406.30	100,149.88
12/1/2053	94,792	0.250%	952.37	95,744.37	4,406.30	100,150.67
3/1/2054	94,851	0.250%	893.13	95,744.13	4,406.30	100,150.43
6/1/2054	94,910	0.250%	833.85	95,743.85	4,406.30	100,150.15

Net Debt Service*City of Oak Hill**CWSRF**\$13,792,000**0.25% Interest Rate**40 Years from Closing Date**0.25% Administrative Fee*

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
9/1/2054	94,970	0.250%	774.53	95,744.53	4,406.30	100,150.83
12/1/2054	95,029	0.250%	715.17	95,744.17	4,406.30	100,150.47
3/1/2055	95,088	0.250%	655.78	95,743.78	4,406.30	100,150.08
6/1/2055	95,148	0.250%	596.35	95,744.35	4,406.30	100,150.65
9/1/2055	95,207	0.250%	536.88	95,743.88	4,406.30	100,150.18
12/1/2055	95,267	0.250%	477.38	95,744.38	4,406.30	100,150.68
3/1/2056	95,326	0.250%	417.83	95,743.83	4,406.30	100,150.13
6/1/2056	95,386	0.250%	358.26	95,744.26	4,406.30	100,150.56
9/1/2056	95,445	0.250%	298.64	95,743.64	4,406.30	100,149.94
12/1/2056	95,505	0.250%	238.99	95,743.99	4,406.30	100,150.29
3/1/2057	95,565	0.250%	179.30	95,744.30	4,406.30	100,150.60
6/1/2057	95,624	0.250%	119.57	95,743.57	4,406.30	100,149.87
9/1/2057	95,684	0.250%	59.80	95,743.80	4,406.54	100,150.34
13,792,000			665,351.54	14,457,351.54	665,351.54	15,122,703.08

The quarterly administration fee is calculated based upon 0.25% of the loan payments and will be \$4,406.30, with a final payment of \$4,406.54, to total \$665,351.54.

SCHEDULE Y DEBT SERVICE SCHEDULE

Detailed Bond Debt Service

City of Oak Hill

IF

\$8,365,211

1% Interest Rate

40 Years from Closing Date

Dated Date	9/21/2017
Delivery Date	9/21/2017

Period Ending	Principal	Coupon	Interest	Debt Service
3/1/2020	45,667	1.000%	20,913.03	66,580.03
6/1/2020	45,781	1.000%	20,798.86	66,579.86
9/1/2020	45,896	1.000%	20,684.41	66,580.41
12/1/2020	46,010	1.000%	20,569.67	66,579.67
3/1/2021	46,125	1.000%	20,454.64	66,579.64
6/1/2021	46,241	1.000%	20,339.33	66,580.33
9/1/2021	46,356	1.000%	20,223.73	66,579.73
12/1/2021	46,472	1.000%	20,107.84	66,579.84
3/1/2022	46,588	1.000%	19,991.66	66,579.66
6/1/2022	46,705	1.000%	19,875.19	66,580.19
9/1/2022	46,822	1.000%	19,758.43	66,580.43
12/1/2022	46,939	1.000%	19,641.37	66,580.37
3/1/2023	47,056	1.000%	19,524.02	66,580.02
6/1/2023	47,174	1.000%	19,406.38	66,580.38
9/1/2023	47,292	1.000%	19,288.45	66,580.45
12/1/2023	47,410	1.000%	19,170.22	66,580.22
3/1/2024	47,528	1.000%	19,051.69	66,579.69
6/1/2024	47,647	1.000%	18,932.87	66,579.87
9/1/2024	47,766	1.000%	18,813.76	66,579.76
12/1/2024	47,886	1.000%	18,694.34	66,580.34
3/1/2025	48,005	1.000%	18,574.63	66,579.63
6/1/2025	48,125	1.000%	18,454.61	66,579.61
9/1/2025	48,246	1.000%	18,334.30	66,580.30
12/1/2025	48,366	1.000%	18,213.69	66,579.69
3/1/2026	48,487	1.000%	18,092.77	66,579.77
6/1/2026	48,608	1.000%	17,971.55	66,579.55
9/1/2026	48,730	1.000%	17,850.03	66,580.03
12/1/2026	48,852	1.000%	17,728.21	66,580.21
3/1/2027	48,974	1.000%	17,606.08	66,580.08
6/1/2027	49,096	1.000%	17,483.64	66,579.64
9/1/2027	49,219	1.000%	17,360.90	66,579.90
12/1/2027	49,342	1.000%	17,237.86	66,579.86
3/1/2028	49,466	1.000%	17,114.50	66,580.50
6/1/2028	49,589	1.000%	16,990.84	66,579.84
9/1/2028	49,713	1.000%	16,866.86	66,579.86
12/1/2028	49,837	1.000%	16,742.58	66,579.58
3/1/2029	49,962	1.000%	16,617.99	66,579.99
6/1/2029	50,087	1.000%	16,493.08	66,580.08
9/1/2029	50,212	1.000%	16,367.87	66,579.87
12/1/2029	50,338	1.000%	16,242.34	66,580.34
3/1/2030	50,464	1.000%	16,116.49	66,580.49
6/1/2030	50,590	1.000%	15,990.33	66,580.33
9/1/2030	50,716	1.000%	15,863.86	66,579.86

Aug 31, 2017 3:04 pm

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Detailed Bond Debt Service

City of Oak Hill

IF

\$8,365,211

1% Interest Rate

40 Years from Closing Date

Period Ending	Principal	Coupon	Interest	Debt Service
12/1/2030	50,843	1.000%	15,737.07	66,580.07
3/1/2031	50,970	1.000%	15,609.96	66,579.96
6/1/2031	51,097	1.000%	15,482.53	66,579.53
9/1/2031	51,225	1.000%	15,354.79	66,579.79
12/1/2031	51,353	1.000%	15,226.73	66,579.73
3/1/2032	51,482	1.000%	15,098.35	66,580.35
6/1/2032	51,610	1.000%	14,969.64	66,579.64
9/1/2032	51,739	1.000%	14,840.62	66,579.62
12/1/2032	51,869	1.000%	14,711.27	66,580.27
3/1/2033	51,998	1.000%	14,581.60	66,579.60
6/1/2033	52,128	1.000%	14,451.60	66,579.60
9/1/2033	52,259	1.000%	14,321.28	66,580.28
12/1/2033	52,389	1.000%	14,190.63	66,579.63
3/1/2034	52,520	1.000%	14,059.66	66,579.66
6/1/2034	52,652	1.000%	13,928.36	66,580.36
9/1/2034	52,783	1.000%	13,796.73	66,579.73
12/1/2034	52,915	1.000%	13,664.77	66,579.77
3/1/2035	53,048	1.000%	13,532.49	66,580.49
6/1/2035	53,180	1.000%	13,399.87	66,579.87
9/1/2035	53,313	1.000%	13,266.92	66,579.92
12/1/2035	53,446	1.000%	13,133.63	66,579.63
3/1/2036	53,580	1.000%	13,000.02	66,580.02
6/1/2036	53,714	1.000%	12,866.07	66,580.07
9/1/2036	53,848	1.000%	12,731.78	66,579.78
12/1/2036	53,983	1.000%	12,597.16	66,580.16
3/1/2037	54,118	1.000%	12,462.21	66,580.21
6/1/2037	54,253	1.000%	12,326.91	66,579.91
9/1/2037	54,389	1.000%	12,191.28	66,580.28
12/1/2037	54,525	1.000%	12,055.31	66,580.31
3/1/2038	54,661	1.000%	11,918.99	66,579.99
6/1/2038	54,798	1.000%	11,782.34	66,580.34
9/1/2038	54,935	1.000%	11,645.35	66,580.35
12/1/2038	55,072	1.000%	11,508.01	66,580.01
3/1/2039	55,210	1.000%	11,370.33	66,580.33
6/1/2039	55,348	1.000%	11,232.30	66,580.30
9/1/2039	55,486	1.000%	11,093.93	66,579.93
12/1/2039	55,625	1.000%	10,955.22	66,580.22
3/1/2040	55,764	1.000%	10,816.16	66,580.16
6/1/2040	55,903	1.000%	10,676.75	66,579.75
9/1/2040	56,043	1.000%	10,536.99	66,579.99
12/1/2040	56,183	1.000%	10,396.88	66,579.88
3/1/2041	56,324	1.000%	10,256.42	66,580.42
6/1/2041	56,464	1.000%	10,115.61	66,579.61
9/1/2041	56,606	1.000%	9,974.45	66,580.45
12/1/2041	56,747	1.000%	9,832.94	66,579.94
3/1/2042	56,889	1.000%	9,691.07	66,580.07
6/1/2042	57,031	1.000%	9,548.85	66,579.85

Detailed Bond Debt Service

City of Oak Hill

IF

\$8,365,211

1% Interest Rate

40 Years from Closing Date

Period Ending	Principal	Coupon	Interest	Debt Service
9/1/2042	57,174	1.000%	9,406.27	66,580.27
12/1/2042	57,317	1.000%	9,263.34	66,580.34
3/1/2043	57,460	1.000%	9,120.04	66,580.04
6/1/2043	57,604	1.000%	8,976.39	66,580.39
9/1/2043	57,748	1.000%	8,832.38	66,580.38
12/1/2043	57,892	1.000%	8,688.01	66,580.01
3/1/2044	58,037	1.000%	8,543.28	66,580.28
6/1/2044	58,182	1.000%	8,398.19	66,580.19
9/1/2044	58,327	1.000%	8,252.74	66,579.74
12/1/2044	58,473	1.000%	8,106.92	66,579.92
3/1/2045	58,619	1.000%	7,960.74	66,579.74
6/1/2045	58,766	1.000%	7,814.19	66,580.19
9/1/2045	58,913	1.000%	7,667.27	66,580.27
12/1/2045	59,060	1.000%	7,519.99	66,579.99
3/1/2046	59,208	1.000%	7,372.34	66,580.34
6/1/2046	59,356	1.000%	7,224.32	66,580.32
9/1/2046	59,504	1.000%	7,075.93	66,579.93
12/1/2046	59,653	1.000%	6,927.17	66,580.17
3/1/2047	59,802	1.000%	6,778.04	66,580.04
6/1/2047	59,951	1.000%	6,628.53	66,579.53
9/1/2047	60,101	1.000%	6,478.66	66,579.66
12/1/2047	60,252	1.000%	6,328.40	66,580.40
3/1/2048	60,402	1.000%	6,177.77	66,579.77
6/1/2048	60,553	1.000%	6,026.77	66,579.77
9/1/2048	60,705	1.000%	5,875.39	66,580.39
12/1/2048	60,856	1.000%	5,723.62	66,579.62
3/1/2049	61,009	1.000%	5,571.48	66,580.48
6/1/2049	61,161	1.000%	5,418.96	66,579.96
9/1/2049	61,314	1.000%	5,266.06	66,580.06
12/1/2049	61,467	1.000%	5,112.77	66,579.77
3/1/2050	61,621	1.000%	4,959.11	66,580.11
6/1/2050	61,775	1.000%	4,805.05	66,580.05
9/1/2050	61,929	1.000%	4,650.62	66,579.62
12/1/2050	62,084	1.000%	4,495.79	66,579.79
3/1/2051	62,239	1.000%	4,340.58	66,579.58
6/1/2051	62,395	1.000%	4,184.99	66,579.99
9/1/2051	62,551	1.000%	4,029.00	66,580.00
12/1/2051	62,707	1.000%	3,872.62	66,579.62
3/1/2052	62,864	1.000%	3,715.85	66,579.85
6/1/2052	63,021	1.000%	3,558.69	66,579.69
9/1/2052	63,179	1.000%	3,401.14	66,580.14
12/1/2052	63,337	1.000%	3,243.19	66,580.19
3/1/2053	63,495	1.000%	3,084.85	66,579.85
6/1/2053	63,654	1.000%	2,926.11	66,580.11
9/1/2053	63,813	1.000%	2,766.98	66,579.98
12/1/2053	63,973	1.000%	2,607.45	66,580.45
3/1/2054	64,132	1.000%	2,447.51	66,579.51

Detailed Bond Debt Service*City of Oak Hill**IF**\$8,365,211**1% Interest Rate**40 Years from Closing Date*

Period Ending	Principal	Coupon	Interest	Debt Service
6/1/2054	64,293	1.000%	2,287.18	66,580.18
9/1/2054	64,454	1.000%	2,126.45	66,580.45
12/1/2054	64,615	1.000%	1,965.32	66,580.32
3/1/2055	64,776	1.000%	1,803.78	66,579.78
6/1/2055	64,938	1.000%	1,641.84	66,579.84
9/1/2055	65,101	1.000%	1,479.49	66,580.49
12/1/2055	65,263	1.000%	1,316.74	66,579.74
3/1/2056	65,426	1.000%	1,153.58	66,579.58
6/1/2056	65,590	1.000%	990.02	66,580.02
9/1/2056	65,754	1.000%	826.04	66,580.04
12/1/2056	65,918	1.000%	661.66	66,579.66
3/1/2057	66,083	1.000%	496.86	66,579.86
6/1/2057	66,248	1.000%	331.66	66,579.66
9/1/2057	66,414	1.000%	166.04	66,580.04
	8,365,211		1,688,368.88	10,053,579.88

Bond Variable Rate Table

Begin Date	End Date	Interest Rate
9/21/2017	12/1/2019	

SCHEDULE Z

(None)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF OAK HILL
SEWER REVENUE BOND,
SUBSERIES 2017 A-2
(WEST VIRGINIA SRF PROGRAM)

No. A-2R-1

\$208,000.00

KNOW ALL MEN BY THESE PRESENTS: That CITY OF OAK HILL, a municipal corporation and political subdivision of the State of West Virginia in Fayette County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of TWO HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$208,000.00), 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, together with interest thereon at the rate of 0.25% per annum, in quarterly installments of principal and interest on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2020 to and including September 1, 2057, as set forth in the "Debt Service Schedule" attached as Exhibit B hereto and incorporated herein by reference. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) on this Bond shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2020, as set forth on EXHIBIT B attached hereto.

Principal installments of and interest on 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").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority and the DEP, dated September 21, 2017.

This Bond is issued (i) to permanently finance a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public sewerage facilities of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public sewerage facilities 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 13 and Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended

(collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on August 21, 2017, and put into effect following a public hearing held on September 11, 2017, and a Supplemental Resolution duly adopted by the Issuer on September 11 2017, (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 OTHER RESPECTS, WITH THE ISSUER'S SEWER REVENUE BONDS, SERIES 1988 A, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,764,285 (THE "SERIES 1988 A BONDS"), SEWER REVENUE BONDS, SERIES 1991A, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,817,920 (THE "SERIES 1991A BONDS"), SEWER REVENUE BONDS, SERIES 1996 A (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 20, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,000,000 (THE "SERIES 1996 A BONDS"), SEWER REVENUE BONDS, SUBSERIES 2017 A-1 (WEST VIRGINIA SRF PROGRAM) DATED CONTEMPORANEOUSLY HERewith ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$13,792,000 (THE "SUBSERIES 2017 A-1 BONDS"), SEWER REVENUE BONDS, SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND) DATED CONTEMPORANEOUSLY HERewith ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,625,000 (THE "SERIES 2017 B BONDS") AND SEWER REVENUE BONDS, SERIES 2017 C (ARBUCKLE PUBLIC SERVICE DISTRICT) DATED PRIOR TO OR CONTEMPORANEOUSLY HERewith ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$525,000 (THE "SERIES 2017 C BONDS").

THIS BOND IS ISSUED SENIOR AND PRIOR, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, TO THE ISSUER'S SEWER REVENUE BONDS, SERIES 1988 B, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$441,071 (THE "SERIES 1988 B BONDS"), AND SEWER REVENUE BONDS, SERIES 1991B, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$82,080 (THE "SERIES 1991B BONDS").

THE SERIES 1988 A BONDS, THE SERIES 1991A BONDS, THE SERIES 1996 A BONDS, THE SUBSERIES 2017 A-1 BONDS, THE SERIES 2017 B BONDS, THE SERIES 2017 C BONDS, THE SERIES 1988 B BONDS AND THE SERIES 1991B BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE "PRIOR 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 operation of the System on a

parity with the pledge of Net Revenues in favor of the holders of the Series 1988 A Bonds, the Series 1991A Bonds, the Series 1996 A Bonds, the Subseries 2017 A-1 Bonds, the Series 2017 B Bonds and the Series 2017 C Bonds and senior and prior to the pledge of Net Revenues in favor of the holders of the Series 1988 B Bonds and the Series 1991B Bonds and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2017 A-2 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 a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2017 A-2 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 prior to, on a parity with or junior to the Bonds, including the Prior Bonds, provided however, that so long as there exists in the Series 2017 A-2 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 prior to, on a parity or junior to with the Bonds, including the Prior 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 United Bank, Inc., Charleston, West Virginia, 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 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.

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, ordinances, 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.

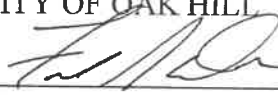
SPECIMEN

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IN WITNESS WHEREOF, CITY OF OAK HILL has caused this Bond to be signed by its Mayor and City Manager and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated September 21, 2017.

CITY OF OAK HILL

[SEAL]


Mayor


City Manager

ATTEST:

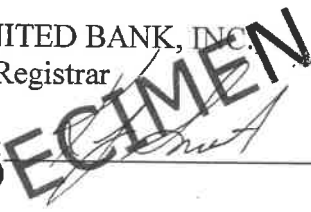

City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Subseries 2017 A-2 Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: September 21, 2017.

UNITED BANK, INC.
as Registrar

By: 

SPECIMEN

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)	\$	

SPECIMEN

Total \$ _____

EXHIBIT B
DEBT SERVICE SCHEDULE

SPECIMEN

Net Debt Service
City of Oak Hill
CWSRF
\$208,000
0.25% Interest Rate
40 Years from Closing Date
0.25% Administrative Fee

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
3/1/2020	1,314	0.250%	130.00	1,444.00	66.45	1,510.45
6/1/2020	1,315	0.250%	129.18	1,444.18	66.45	1,510.63
9/1/2020	1,316	0.250%	128.36	1,444.36	66.45	1,510.81
12/1/2020	1,316	0.250%	127.53	1,443.53	66.45	1,509.98
3/1/2021	1,317	0.250%	126.71	1,443.71	66.45	1,510.16
6/1/2021	1,318	0.250%	125.89	1,443.89	66.45	1,510.34
9/1/2021	1,319	0.250%	125.07	1,444.07	66.45	1,510.52
12/1/2021	1,320	0.250%	124.24	1,444.24	66.45	1,510.69
3/1/2022	1,321	0.250%	123.42	1,444.42	66.45	1,510.87
6/1/2022	1,321	0.250%	122.59	1,443.59	66.45	1,510.04
9/1/2022	1,322	0.250%	121.76	1,443.76	66.45	1,510.21
12/1/2022	1,323	0.250%	120.94	1,443.94	66.45	1,510.39
3/1/2023	1,324	0.250%	120.11	1,444.11	66.45	1,510.56
6/1/2023	1,325	0.250%	119.28	1,444.28	66.45	1,510.73
9/1/2023	1,325	0.250%	118.46	1,443.46	66.45	1,509.91
12/1/2023	1,326	0.250%	117.63	1,443.63	66.45	1,510.08
3/1/2024	1,327	0.250%	116.80	1,443.80	66.45	1,510.25
6/1/2024	1,328	0.250%	115.97	1,443.97	66.45	1,510.42
9/1/2024	1,329	0.250%	115.14	1,444.14	66.45	1,510.59
12/1/2024	1,330	0.250%	114.31	1,444.31	66.45	1,510.76
3/1/2025	1,330	0.250%	113.48	1,443.48	66.45	1,509.93
6/1/2025	1,331	0.250%	112.65	1,443.65	66.45	1,510.10
9/1/2025	1,332	0.250%	111.81	1,443.81	66.45	1,510.26
12/1/2025	1,333	0.250%	110.98	1,443.98	66.45	1,510.43
3/1/2026	1,334	0.250%	110.15	1,444.15	66.45	1,510.60
6/1/2026	1,335	0.250%	109.32	1,444.32	66.45	1,510.77
9/1/2026	1,335	0.250%	108.48	1,443.48	66.45	1,509.93
12/1/2026	1,336	0.250%	107.65	1,443.65	66.45	1,510.10
3/1/2027	1,337	0.250%	106.81	1,443.81	66.45	1,510.26
6/1/2027	1,338	0.250%	105.98	1,443.98	66.45	1,510.43
9/1/2027	1,339	0.250%	105.14	1,444.14	66.45	1,510.59
12/1/2027	1,340	0.250%	104.30	1,444.30	66.45	1,510.75
3/1/2028	1,340	0.250%	103.47	1,443.47	66.45	1,509.92
6/1/2028	1,341	0.250%	102.63	1,443.63	66.45	1,510.08
9/1/2028	1,342	0.250%	101.79	1,443.79	66.45	1,510.24
12/1/2028	1,343	0.250%	100.95	1,443.95	66.45	1,510.40
3/1/2029	1,344	0.250%	100.11	1,444.11	66.45	1,510.56
6/1/2029	1,345	0.250%	99.27	1,444.27	66.45	1,510.72
9/1/2029	1,346	0.250%	98.43	1,444.43	66.45	1,510.88
12/1/2029	1,346	0.250%	97.59	1,443.59	66.45	1,510.04
3/1/2030	1,347	0.250%	96.75	1,443.75	66.45	1,510.20
6/1/2030	1,348	0.250%	95.91	1,443.91	66.45	1,510.36
9/1/2030	1,349	0.250%	95.06	1,444.06	66.45	1,510.51
12/1/2030	1,350	0.250%	94.22	1,444.22	66.45	1,510.67
3/1/2031	1,351	0.250%	93.38	1,444.38	66.45	1,510.83
6/1/2031	1,351	0.250%	92.53	1,443.53	66.45	1,509.98

Net Debt Service*City of Oak Hill**CWSRF**\$208,000**0.25% Interest Rate**40 Years from Closing Date**0.25% Administrative Fee*

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
9/1/2031	1,352	0.250%	91.69	1,443.69	66.45	1,510.14
12/1/2031	1,353	0.250%	90.84	1,443.84	66.45	1,510.29
3/1/2032	1,354	0.250%	90.00	1,444.00	66.45	1,510.45
6/1/2032	1,355	0.250%	89.15	1,444.15	66.45	1,510.60
9/1/2032	1,356	0.250%	88.30	1,444.30	66.45	1,510.75
12/1/2032	1,356	0.250%	87.46	1,443.46	66.45	1,509.91
3/1/2033	1,357	0.250%	86.61	1,443.61	66.45	1,510.06
6/1/2033	1,358	0.250%	85.76	1,443.76	66.45	1,510.21
9/1/2033	1,359	0.250%	84.91	1,443.91	66.45	1,510.36
12/1/2033	1,360	0.250%	84.06	1,444.06	66.45	1,510.51
3/1/2034	1,361	0.250%	83.21	1,444.21	66.45	1,510.66
6/1/2034	1,362	0.250%	82.36	1,444.36	66.45	1,510.81
9/1/2034	1,362	0.250%	81.51	1,443.51	66.45	1,509.96
12/1/2034	1,363	0.250%	80.66	1,443.66	66.45	1,510.11
3/1/2035	1,364	0.250%	79.81	1,443.81	66.45	1,510.26
6/1/2035	1,365	0.250%	78.96	1,443.96	66.45	1,510.41
9/1/2035	1,366	0.250%	78.10	1,444.10	66.45	1,510.55
12/1/2035	1,367	0.250%	77.25	1,444.25	66.45	1,510.70
3/1/2036	1,368	0.250%	76.39	1,444.39	66.45	1,510.84
6/1/2036	1,368	0.250%	75.54	1,443.54	66.45	1,509.99
9/1/2036	1,369	0.250%	74.68	1,443.68	66.45	1,510.13
12/1/2036	1,370	0.250%	73.83	1,443.83	66.45	1,510.28
3/1/2037	1,371	0.250%	72.97	1,443.97	66.45	1,510.42
6/1/2037	1,372	0.250%	72.12	1,444.12	66.45	1,510.57
9/1/2037	1,373	0.250%	71.26	1,444.26	66.45	1,510.71
12/1/2037	1,374	0.250%	70.40	1,444.40	66.45	1,510.85
3/1/2038	1,374	0.250%	69.54	1,443.54	66.45	1,509.99
6/1/2038	1,375	0.250%	68.68	1,443.68	66.45	1,510.13
9/1/2038	1,376	0.250%	67.82	1,443.82	66.45	1,510.27
12/1/2038	1,377	0.250%	66.96	1,443.96	66.45	1,510.41
3/1/2039	1,378	0.250%	66.10	1,444.10	66.45	1,510.55
6/1/2039	1,379	0.250%	65.24	1,444.24	66.45	1,510.69
9/1/2039	1,380	0.250%	64.38	1,444.38	66.45	1,510.83
12/1/2039	1,380	0.250%	63.52	1,443.52	66.45	1,509.97
3/1/2040	1,381	0.250%	62.65	1,443.65	66.45	1,510.10
6/1/2040	1,382	0.250%	61.79	1,443.79	66.45	1,510.24
9/1/2040	1,383	0.250%	60.93	1,443.93	66.45	1,510.38
12/1/2040	1,384	0.250%	60.06	1,444.06	66.45	1,510.51
3/1/2041	1,385	0.250%	59.20	1,444.20	66.45	1,510.65
6/1/2041	1,386	0.250%	58.33	1,444.33	66.45	1,510.78
9/1/2041	1,386	0.250%	57.47	1,443.47	66.45	1,509.92
12/1/2041	1,387	0.250%	56.60	1,443.60	66.45	1,510.05
3/1/2042	1,388	0.250%	55.73	1,443.73	66.45	1,510.18
6/1/2042	1,389	0.250%	54.87	1,443.87	66.45	1,510.32
9/1/2042	1,390	0.250%	54.00	1,444.00	66.45	1,510.45

Net Debt Service*City of Oak Hill**CWSRF**\$208,000**0.25% Interest Rate**40 Years from Closing Date**0.25% Administrative Fee*

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
3/1/2043	1,392	0.250%	52.26	1,444.26	66.45	1,510.71
6/1/2043	1,393	0.250%	51.39	1,444.39	66.45	1,510.84
9/1/2043	1,393	0.250%	50.52	1,443.52	66.45	1,509.97
12/1/2043	1,394	0.250%	49.65	1,443.65	66.45	1,510.10
3/1/2044	1,395	0.250%	48.78	1,443.78	66.45	1,510.23
6/1/2044	1,396	0.250%	47.91	1,443.91	66.45	1,510.36
9/1/2044	1,397	0.250%	47.03	1,444.03	66.45	1,510.48
12/1/2044	1,398	0.250%	46.16	1,444.16	66.45	1,510.61
3/1/2045	1,399	0.250%	45.29	1,444.29	66.45	1,510.74
6/1/2045	1,400	0.250%	44.41	1,444.41	66.45	1,510.86
9/1/2045	1,400	0.250%	43.54	1,443.54	66.45	1,509.99
12/1/2045	1,401	0.250%	42.66	1,443.66	66.45	1,510.11
3/1/2046	1,402	0.250%	41.79	1,443.79	66.45	1,510.24
6/1/2046	1,403	0.250%	40.91	1,443.91	66.45	1,510.36
9/1/2046	1,404	0.250%	40.03	1,444.03	66.45	1,510.48
12/1/2046	1,405	0.250%	39.16	1,444.16	66.45	1,510.61
3/1/2047	1,406	0.250%	38.28	1,444.28	66.45	1,510.73
6/1/2047	1,407	0.250%	37.40	1,444.40	66.45	1,510.85
9/1/2047	1,407	0.250%	36.52	1,443.52	66.45	1,509.97
12/1/2047	1,408	0.250%	35.64	1,443.64	66.45	1,510.09
3/1/2048	1,409	0.250%	34.76	1,443.76	66.45	1,510.21
6/1/2048	1,410	0.250%	33.88	1,443.88	66.45	1,510.33
9/1/2048	1,411	0.250%	33.00	1,444.00	66.45	1,510.45
12/1/2048	1,412	0.250%	32.12	1,444.12	66.45	1,510.57
3/1/2049	1,413	0.250%	31.23	1,444.23	66.45	1,510.68
6/1/2049	1,414	0.250%	30.35	1,444.35	66.45	1,510.80
9/1/2049	1,414	0.250%	29.47	1,443.47	66.45	1,509.92
12/1/2049	1,415	0.250%	28.58	1,443.58	66.45	1,510.03
3/1/2050	1,416	0.250%	27.70	1,443.70	66.45	1,510.15
6/1/2050	1,417	0.250%	26.81	1,443.81	66.45	1,510.26
9/1/2050	1,418	0.250%	25.93	1,443.93	66.45	1,510.38
12/1/2050	1,419	0.250%	25.04	1,444.04	66.45	1,510.49
3/1/2051	1,420	0.250%	24.15	1,444.15	66.45	1,510.60
6/1/2051	1,421	0.250%	23.27	1,444.27	66.45	1,510.72
9/1/2051	1,422	0.250%	22.38	1,444.38	66.45	1,510.83
12/1/2051	1,422	0.250%	21.49	1,443.49	66.45	1,509.94
3/1/2052	1,423	0.250%	20.60	1,443.60	66.45	1,510.05
6/1/2052	1,424	0.250%	19.71	1,443.71	66.45	1,510.16
9/1/2052	1,425	0.250%	18.82	1,443.82	66.45	1,510.27
12/1/2052	1,426	0.250%	17.93	1,443.93	66.45	1,510.38
3/1/2053	1,427	0.250%	17.04	1,444.04	66.45	1,510.49
6/1/2053	1,428	0.250%	16.15	1,444.15	66.45	1,510.60
9/1/2053	1,429	0.250%	15.26	1,444.26	66.45	1,510.71
12/1/2053	1,430	0.250%	14.36	1,444.36	66.45	1,510.81
3/1/2054	1,430	0.250%	13.47	1,443.47	66.45	1,509.92
6/1/2054	1,431	0.250%	12.58	1,443.58	66.45	1,510.03

Net Debt Service*City of Oak Hill**CWSRF**\$208,000**0.25% Interest Rate**40 Years from Closing Date**0.25% Administrative Fee*

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
9/1/2054	1,432	0.250%	11.68	1,443.68	66.45	1,510.13
12/1/2054	1,433	0.250%	10.79	1,443.79	66.45	1,510.24
3/1/2055	1,434	0.250%	9.89	1,443.89	66.45	1,510.34
6/1/2055	1,435	0.250%	8.99	1,443.99	66.45	1,510.44
9/1/2055	1,436	0.250%	8.10	1,444.10	66.45	1,510.55
12/1/2055	1,437	0.250%	7.20	1,444.20	66.45	1,510.65
3/1/2056	1,438	0.250%	6.30	1,444.30	66.45	1,510.75
6/1/2056	1,439	0.250%	5.40	1,444.40	66.45	1,510.85
9/1/2056	1,439	0.250%	4.50	1,443.50	66.45	1,509.95
12/1/2056	1,440	0.250%	3.60	1,443.60	66.45	1,510.05
3/1/2057	1,441	0.250%	2.70	1,443.70	66.45	1,510.15
6/1/2057	1,442	0.250%	1.80	1,443.80	66.45	1,510.25
9/1/2057	1,443	0.250%	0.90	1,443.90	66.82	1,510.72
208,000			10,034.32	218,034.32	10,034.32	228,068.64

The quarterly administration fee is calculated based upon 0.25% of the loan payments and will be \$66.45, with a final payment of \$66.82, to total \$10,034.32.

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_____.

SPECIMEN

In the presence of:

A2

Net Debt Service*City of Oak Hill**CWSRF**\$208,000**0.25% Interest Rate**40 Years from Closing Date**0.25% Administrative Fee*

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
3/1/2020	1,314	0.250%	130.00	1,444.00	66.45	1,510.45
6/1/2020	1,315	0.250%	129.18	1,444.18	66.45	1,510.63
9/1/2020	1,316	0.250%	128.36	1,444.36	66.45	1,510.81
12/1/2020	1,316	0.250%	127.53	1,443.53	66.45	1,509.98
3/1/2021	1,317	0.250%	126.71	1,443.71	66.45	1,510.16
6/1/2021	1,318	0.250%	125.89	1,443.89	66.45	1,510.34
9/1/2021	1,319	0.250%	125.07	1,444.07	66.45	1,510.52
12/1/2021	1,320	0.250%	124.24	1,444.24	66.45	1,510.69
3/1/2022	1,321	0.250%	123.42	1,444.42	66.45	1,510.87
6/1/2022	1,321	0.250%	122.59	1,443.59	66.45	1,510.04
9/1/2022	1,322	0.250%	121.76	1,443.76	66.45	1,510.21
12/1/2022	1,323	0.250%	120.94	1,443.94	66.45	1,510.39
3/1/2023	1,324	0.250%	120.11	1,444.11	66.45	1,510.56
6/1/2023	1,325	0.250%	119.28	1,444.28	66.45	1,510.73
9/1/2023	1,325	0.250%	118.46	1,443.46	66.45	1,509.91
12/1/2023	1,326	0.250%	117.63	1,443.63	66.45	1,510.08
3/1/2024	1,327	0.250%	116.80	1,443.80	66.45	1,510.25
6/1/2024	1,328	0.250%	115.97	1,443.97	66.45	1,510.42
9/1/2024	1,329	0.250%	115.14	1,444.14	66.45	1,510.59
12/1/2024	1,330	0.250%	114.31	1,444.31	66.45	1,510.76
3/1/2025	1,330	0.250%	113.48	1,443.48	66.45	1,509.93
6/1/2025	1,331	0.250%	112.65	1,443.65	66.45	1,510.10
9/1/2025	1,332	0.250%	111.81	1,443.81	66.45	1,510.26
12/1/2025	1,333	0.250%	110.98	1,443.98	66.45	1,510.43
3/1/2026	1,334	0.250%	110.15	1,444.15	66.45	1,510.60
6/1/2026	1,335	0.250%	109.32	1,444.32	66.45	1,510.77
9/1/2026	1,335	0.250%	108.48	1,443.48	66.45	1,509.93
12/1/2026	1,336	0.250%	107.65	1,443.65	66.45	1,510.10
3/1/2027	1,337	0.250%	106.81	1,443.81	66.45	1,510.26
6/1/2027	1,338	0.250%	105.98	1,443.98	66.45	1,510.43
9/1/2027	1,339	0.250%	105.14	1,444.14	66.45	1,510.59
12/1/2027	1,340	0.250%	104.30	1,444.30	66.45	1,510.75
3/1/2028	1,340	0.250%	103.47	1,443.47	66.45	1,509.92
6/1/2028	1,341	0.250%	102.63	1,443.63	66.45	1,510.08
9/1/2028	1,342	0.250%	101.79	1,443.79	66.45	1,510.24
12/1/2028	1,343	0.250%	100.95	1,443.95	66.45	1,510.40
3/1/2029	1,344	0.250%	100.11	1,444.11	66.45	1,510.56
6/1/2029	1,345	0.250%	99.27	1,444.27	66.45	1,510.72
9/1/2029	1,346	0.250%	98.43	1,444.43	66.45	1,510.88
12/1/2029	1,346	0.250%	97.59	1,443.59	66.45	1,510.04
3/1/2030	1,347	0.250%	96.75	1,443.75	66.45	1,510.20
6/1/2030	1,348	0.250%	95.91	1,443.91	66.45	1,510.36

9/1/2030	1,349	0.250%	95.06	1,444.06	66.45	1,510.51
12/1/2030	1,350	0.250%	94.22	1,444.22	66.45	1,510.67
3/1/2031	1,351	0.250%	93.38	1,444.38	66.45	1,510.83
6/1/2031	1,351	0.250%	92.53	1,443.53	66.45	1,509.98

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Net Debt Service
City of Oak Hill
CWSRF
\$208,000
0.25% Interest Rate
40 Years from Closing Date
0.25% Administrative Fee

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
9/1/2031	1,352	0.250%	91.69	1,443.69	66.45	1,510.14
12/1/2031	1,353	0.250%	90.84	1,443.84	66.45	1,510.29
3/1/2032	1,354	0.250%	90.00	1,444.00	66.45	1,510.45
6/1/2032	1,355	0.250%	89.15	1,444.15	66.45	1,510.60
9/1/2032	1,356	0.250%	88.30	1,444.30	66.45	1,510.75
12/1/2032	1,356	0.250%	87.46	1,443.46	66.45	1,509.91
3/1/2033	1,357	0.250%	86.61	1,443.61	66.45	1,510.06
6/1/2033	1,358	0.250%	85.76	1,443.76	66.45	1,510.21
9/1/2033	1,359	0.250%	84.91	1,443.91	66.45	1,510.36
12/1/2033	1,360	0.250%	84.06	1,444.06	66.45	1,510.51
3/1/2034	1,361	0.250%	83.21	1,444.21	66.45	1,510.66
6/1/2034	1,362	0.250%	82.36	1,444.36	66.45	1,510.81
9/1/2034	1,362	0.250%	81.51	1,443.51	66.45	1,509.96
12/1/2034	1,363	0.250%	80.66	1,443.66	66.45	1,510.11
3/1/2035	1,364	0.250%	79.81	1,443.81	66.45	1,510.26
6/1/2035	1,365	0.250%	78.96	1,443.96	66.45	1,510.41
9/1/2035	1,366	0.250%	78.10	1,444.10	66.45	1,510.55
12/1/2035	1,367	0.250%	77.25	1,444.25	66.45	1,510.70
3/1/2036	1,368	0.250%	76.39	1,444.39	66.45	1,510.84
6/1/2036	1,368	0.250%	75.54	1,443.54	66.45	1,509.99
9/1/2036	1,369	0.250%	74.68	1,443.68	66.45	1,510.13
12/1/2036	1,370	0.250%	73.83	1,443.83	66.45	1,510.28
3/1/2037	1,371	0.250%	72.97	1,443.97	66.45	1,510.42
6/1/2037	1,372	0.250%	72.12	1,444.12	66.45	1,510.57
9/1/2037	1,373	0.250%	71.26	1,444.26	66.45	1,510.71
12/1/2037	1,374	0.250%	70.40	1,444.40	66.45	1,510.85
3/1/2038	1,374	0.250%	69.54	1,443.54	66.45	1,509.99
6/1/2038	1,375	0.250%	68.68	1,443.68	66.45	1,510.13
9/1/2038	1,376	0.250%	67.82	1,443.82	66.45	1,510.27
12/1/2038	1,377	0.250%	66.96	1,443.96	66.45	1,510.41
3/1/2039	1,378	0.250%	66.10	1,444.10	66.45	1,510.55
6/1/2039	1,379	0.250%	65.24	1,444.24	66.45	1,510.69
9/1/2039	1,380	0.250%	64.38	1,444.38	66.45	1,510.83
12/1/2039	1,380	0.250%	63.52	1,443.52	66.45	1,509.97
3/1/2040	1,381	0.250%	62.65	1,443.65	66.45	1,510.10
6/1/2040	1,382	0.250%	61.79	1,443.79	66.45	1,510.24
9/1/2040	1,383	0.250%	60.93	1,443.93	66.45	1,510.38
12/1/2040	1,384	0.250%	60.06	1,444.06	66.45	1,510.51
3/1/2041	1,385	0.250%	59.20	1,444.20	66.45	1,510.65
6/1/2041	1,386	0.250%	58.33	1,444.33	66.45	1,510.78
9/1/2041	1,386	0.250%	57.47	1,443.47	66.45	1,509.92

12/1/2041	1,387	0.250%	56.60	1,443.60	66.45	1,510.05
3/1/2042	1,388	0.250%	55.73	1,443.73	66.45	1,510.18
6/1/2042	1,389	0.250%	54.87	1,443.87	66.45	1,510.32
9/1/2042	1,390	0.250%	54.00	1,444.00	66.45	1,510.45
12/1/2042	1,391	0.250%	53.13	1,444.13	66.45	1,510.58

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Net Debt Service
City of Oak Hill
CWSRF
\$208,000
0.25% Interest Rate
40 Years from Closing Date
0.25% Administrative Fee

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
3/1/2043	1,392	0.250%	52.26	1,444.26	66.45	1,510.71
6/1/2043	1,393	0.250%	51.39	1,444.39	66.45	1,510.84
9/1/2043	1,393	0.250%	50.52	1,443.52	66.45	1,509.97
12/1/2043	1,394	0.250%	49.65	1,443.65	66.45	1,510.10
3/1/2044	1,395	0.250%	48.78	1,443.78	66.45	1,510.23
6/1/2044	1,396	0.250%	47.91	1,443.91	66.45	1,510.36
9/1/2044	1,397	0.250%	47.03	1,444.03	66.45	1,510.48
12/1/2044	1,398	0.250%	46.16	1,444.16	66.45	1,510.61
3/1/2045	1,399	0.250%	45.29	1,444.29	66.45	1,510.74
6/1/2045	1,400	0.250%	44.41	1,444.41	66.45	1,510.86
9/1/2045	1,400	0.250%	43.54	1,443.54	66.45	1,509.99
12/1/2045	1,401	0.250%	42.66	1,443.66	66.45	1,510.11
3/1/2046	1,402	0.250%	41.79	1,443.79	66.45	1,510.24
6/1/2046	1,403	0.250%	40.91	1,443.91	66.45	1,510.36
9/1/2046	1,404	0.250%	40.03	1,444.03	66.45	1,510.48
12/1/2046	1,405	0.250%	39.16	1,444.16	66.45	1,510.61
3/1/2047	1,406	0.250%	38.28	1,444.28	66.45	1,510.73
6/1/2047	1,407	0.250%	37.40	1,444.40	66.45	1,510.85
9/1/2047	1,407	0.250%	36.52	1,443.52	66.45	1,509.97
12/1/2047	1,408	0.250%	35.64	1,443.64	66.45	1,510.09
3/1/2048	1,409	0.250%	34.76	1,443.76	66.45	1,510.21
6/1/2048	1,410	0.250%	33.88	1,443.88	66.45	1,510.33
9/1/2048	1,411	0.250%	33.00	1,444.00	66.45	1,510.45
12/1/2048	1,412	0.250%	32.12	1,444.12	66.45	1,510.57
3/1/2049	1,413	0.250%	31.23	1,444.23	66.45	1,510.68
6/1/2049	1,414	0.250%	30.35	1,444.35	66.45	1,510.80
9/1/2049	1,414	0.250%	29.47	1,443.47	66.45	1,509.92
12/1/2049	1,415	0.250%	28.58	1,443.58	66.45	1,510.03
3/1/2050	1,416	0.250%	27.70	1,443.70	66.45	1,510.15
6/1/2050	1,417	0.250%	26.81	1,443.81	66.45	1,510.26
9/1/2050	1,418	0.250%	25.93	1,443.93	66.45	1,510.38
12/1/2050	1,419	0.250%	25.04	1,444.04	66.45	1,510.49
3/1/2051	1,420	0.250%	24.15	1,444.15	66.45	1,510.60
6/1/2051	1,421	0.250%	23.27	1,444.27	66.45	1,510.72
9/1/2051	1,422	0.250%	22.38	1,444.38	66.45	1,510.83
12/1/2051	1,422	0.250%	21.49	1,443.49	66.45	1,509.94
3/1/2052	1,423	0.250%	20.60	1,443.60	66.45	1,510.05
6/1/2052	1,424	0.250%	19.71	1,443.71	66.45	1,510.16
9/1/2052	1,425	0.250%	18.82	1,443.82	66.45	1,510.27
12/1/2052	1,426	0.250%	17.93	1,443.93	66.45	1,510.38
3/1/2053	1,427	0.250%	17.04	1,444.04	66.45	1,510.49

6/1/2053	1,428	0.250%	16.15	1,444.15	66.45	1,510.60
9/1/2053	1,429	0.250%	15.26	1,444.26	66.45	1,510.71
12/1/2053	1,430	0.250%	14.36	1,444.36	66.45	1,510.81
3/1/2054	1,430	0.250%	13.47	1,443.47	66.45	1,509.92
6/1/2054	1,431	0.250%	12.58	1,443.58	66.45	1,510.03

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Net Debt Service

City of Oak Hill

CWSRF

\$208,000

0.25% Interest Rate

40 Years from Closing Date

0.25% Administrative Fee

Date	Principal	Coupon	Interest	Total Debt Service	Admin Admin Fee	Net Debt Service
9/1/2054	1,432	0.250%	11.68	1,443.68	66.45	1,510.13
12/1/2054	1,433	0.250%	10.79	1,443.79	66.45	1,510.24
3/1/2055	1,434	0.250%	9.89	1,443.89	66.45	1,510.34
6/1/2055	1,435	0.250%	8.99	1,443.99	66.45	1,510.44
9/1/2055	1,436	0.250%	8.10	1,444.10	66.45	1,510.55
12/1/2055	1,437	0.250%	7.20	1,444.20	66.45	1,510.65
3/1/2056	1,438	0.250%	6.30	1,444.30	66.45	1,510.75
6/1/2056	1,439	0.250%	5.40	1,444.40	66.45	1,510.85
9/1/2056	1,439	0.250%	4.50	1,443.50	66.45	1,509.95
12/1/2056	1,440	0.250%	3.60	1,443.60	66.45	1,510.05
3/1/2057	1,441	0.250%	2.70	1,443.70	66.45	1,510.15
6/1/2057	1,442	0.250%	1.80	1,443.80	66.45	1,510.25
9/1/2057	1,443	0.250%	0.90	1,443.90	66.82	1,510.72
208,000			10,034.32	218,034.32	10,034.32	228,068.64

The quarterly administration fee is calculated based upon 0.25% of the loan payments and will be \$66.45, with a final payment of \$66.82, to total \$10,034.32.

WEST VIRGINIA MUNICIPAL BOND COMMISSION

900 Pennsylvania Avenue
Suite 1117, Charleston, WV 25302
(304) 558-3971

Fax: (304) 558-1280

NEW ISSUE REPORT FORM

Date of Report: September 21, 2017

ISSUE: City of Oak Hill Sewer Revenue Bonds, Subseries 2017 A-1 (West Virginia SRF Program)

ADDRESS: 100 Kelly Ave., Oak Hill, WV 25901

COUNTY: Fayette

PURPOSE OF ISSUE: New Money X
Refunding

ISSUE DATE September 21, 2017

Refunds issue(s) dated:

CLOSING DATE: September 21, 2017

ISSUE AMOUNT: 13,792,000

RATE: .25% (.25% Administrative Fee)

1st DEBT SERVICE DUE: March 1, 2020

1st PRINCIPAL DUE: March 1, 2020

1st DEBT SERVICE AMOUNT: \$ 95,744.00

PAYING AGENT: Municipal Bond Commission

\$100,150.30 with Administrative Fee

BOND COUNSEL: Bowles Rice LLP

Contact Person: Camden P. Siegrist

Phone: (304) 347-1129

UNDERWRITER'S COUNSEL: Jackson Kelly PLLC

Contact Person: Samme Gee

Phone: (304) 340-1318

CLOSING BANK: Bank of Mount Hope

Contact Person: Debbie Terry

Phone: (304) 877-5551

ESCROW TRUSTEE:

Contact Person:

Phone:

KNOWLEDGEABLE ISSUE CONTACT:

Contact Person: Damita Johnson

Position: City Clerk-Treasurer

Phone: (304) 469-9541

Email: cityoh@suddenlinkmail.com

OTHER: West Virginia Water Development Authority

Contact Person: Sheila Miller

Position:

Phone: (304) 414-6500

DEP

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 \$

NOTES: The Subseries 2017 A-1 Bonds Reserve Account will be funded over a period of ten (10) years in
monthly installments commencing December 1, 2019

The Subseries 2017 A-1 Bonds are subject to an .25% Administrative Fee

FOR MUNICIPAL BOND COMMISSION USE ONLY:

Documents Required:

Transfers Required:

WEST VIRGINIA MUNICIPAL BOND COMMISSION

900 Pennsylvania Avenue
Suite 1117, Charleston, WV 25302
(304) 558-3971

Fax: (304) 558-1280

NEW ISSUE REPORT FORM

Date of Report: September 21, 2017

ISSUE: City of Oak Hill Sewer Revenue Bonds, Subseries 2017 A-2 (West Virginia SRF Program)

ADDRESS: 100 Kelly Ave., Oak Hill, WV 25901

COUNTY: Fayette

PURPOSE OF ISSUE: New Money X
Refunding

ISSUE DATE September 21, 2017

Refunds issue(s) dated:

CLOSING DATE: September 21, 2017

ISSUE AMOUNT: 208,000

RATE: .25% (.25% Administrative Fee)

1st DEBT SERVICE DUE: March 1, 2020

1st PRINCIPAL DUE: March 1, 2020

1st DEBT SERVICE AMOUNT: \$ 1,444.00

PAYING AGENT: Municipal Bond Commission

\$1,510.45 with Administrative Fee

BOND COUNSEL: Bowles Rice LLP

Contact Person: Camden P. Siegrist

Phone: (304) 347-1129

UNDERWRITER'S COUNSEL: Jackson Kelly PLLC

Contact Person: Samme Gee

Phone: (304) 340-1318

CLOSING BANK: Bank of Mount Hope

Contact Person: Debbie Terry

Phone: (304) 877-5551

ESCROW TRUSTEE:

Contact Person:

Phone:

KNOWLEDGEABLE ISSUE CONTACT:

Contact Person: Damita Johnson

Position: City Clerk-Treasurer

Phone: (304) 469-9541

Email: cityoh@suddenlinkmail.com

OTHER: West Virginia Water Development Authority

Contact Person: Sheila Miller

Position:

Phone: (304) 414-6500

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 \$

NOTES: The Subseries 2017 A-2 Bonds Reserve Account will be funded over a period of ten (10) years in
monthly installments commencing December 1, 2019

The Subseries 2017 A-2 Bonds are subject to an .25% Administrative Fee

FOR MUNICIPAL BOND COMMISSION USE ONLY:

Documents Required:

Transfers Required:

WEST VIRGINIA MUNICIPAL BOND COMMISSION

900 Pennsylvania Avenue

Suite 1117, Charleston, WV 25302

(304) 558-3971

Fax: (304) 558-1280

NEW ISSUE REPORT FORMDate of Report: September 21, 2017ISSUE: City of Oak Hill Sewer Revenue Bonds, Subseries 2017 B
(West Virginia Infrastructure Fund)ADDRESS: 100 Kelly Ave., Oak Hill, WV 25901COUNTY: FayettePURPOSE OF ISSUE: New Money X
Refunding ISSUE DATE September 21, 2017Refunds issue(s) dated: CLOSING DATE: September 21, 2017ISSUE AMOUNT: 8,365,211RATE: 1.0%1st DEBT SERVICE DUE: March 1, 20201st PRINCIPAL DUE: March 1, 20201st DEBT SERVICE AMOUNT: \$ 66,580.03PAYING AGENT: Municipal Bond CommissionBOND COUNSEL: Bowles Rice LLPContact Person: Camden P. SiegristPhone: (304) 347-1129UNDERWRITER'S COUNSEL: Jackson Kelly, PLLCContact Person: Samme GeePhone: (304) 340-1318CLOSING BANK: Bank of Mount HopeContact Person: Debbie TerryPhone: (304) 877-5551ESCROW TRUSTEE: Contact Person: Phone:

KNOWLEDGEABLE ISSUE CONTACT:

Contact Person: Damita JohnsonPosition: City Clerk-TreasurerPhone: (304) 469-9541Email: cityoh@suddenlinkmail.comOTHER: West Virginia Water Development AuthorityContact Person: Sheila MillerPosition: Phone: (304) 414-6500ISOL

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 \$ NOTES: The Subseries 2017 B Bonds Reserve Account will be funded over a period of ten (10) years in
monthly installments commencing December 1, 2019

FOR MUNICIPAL BOND COMMISSION USE ONLY:

Documents Required: Transfers Required:

CITY OF OAK HILL
SEWER REVENUE BONDS,
SERIES 2017 A (WEST VIRGINIA SRF PROGRAM)
AND
SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND)
BOND ORDINANCE

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**CITY OF OAK HILL
SEWER REVENUE BONDS,
SERIES 2017 A (WEST VIRGINIA SRF PROGRAM)
AND
SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND)**

BOND ORDINANCE

ORDINANCE AUTHORIZING THE REFUNDING OF THE CITY OF OAK HILL SEWERAGE SYSTEM BOND ANTICIPATION NOTES, SERIES 2012 AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE FACILITIES OF THE CITY OF OAK HILL AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF OAK HILL OF NOT MORE THAN TWENTY-TWO MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$22,625,000.00) IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF OAK HILL SEWER REVENUE BONDS IN TWO SERIES, THE FIRST SERIES TO BE DESIGNATED "SEWER REVENUE BONDS, SERIES 2017 A (WEST VIRGINIA SRF PROGRAM)" AND THE SECOND TO BE DESIGNATED "SEWER REVENUE BONDS, SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND)"; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A BOND PURCHASE AGREEMENT WITH THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY AND THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION RELATING TO SUCH SERIES 2017 A BONDS AND A LOAN AGREEMENT WITH THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY ACTING ON BEHALF OF THE WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL RELATING TO SUCH SERIES 2017 B BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS; AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF OAK HILL:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance (together with any order, ordinance or resolution supplemental hereto or amendatory hereof, the “Bond Legislation”) is enacted pursuant to the provisions of Chapter 16, Article 13, Chapter 22C, Article 2 and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the “Act”) and other applicable provisions of law.

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

A. City of Oak Hill (the “Issuer”) is a municipal corporation and political subdivision of the State of West Virginia (the “State”) in Fayette County of said State.

B. The Issuer presently owns and operates a public sewerage system which serves Oak Hill and surrounding areas. It is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be constructed and acquired certain additions, betterments and improvements to the Issuer’s existing public sewerage facilities. The additions, betterments, and improvements to the Issuer’s existing public sewerage facilities are described in Exhibit A hereto (collectively, the “Project”) (the Issuer’s existing sewerage facilities, the Project and any further additions thereto or extensions thereof are herein called the “System”) at the estimated cost set forth in C. below, in accordance with the plans and specifications prepared by The Thrasher Group, Inc. (the “Consulting Engineers”), which plans and specifications have heretofore been filed with the Issuer.

C. The estimated maximum cost of the construction and acquisition of the Project and issuance of the Series 2017 A and B Bonds, as hereinafter defined, is approximately \$23,625,000, which will be permanently financed with (i) the proceeds of the Issuer’s Sewer Revenue Bonds, Series 2017 A (West Virginia SRF Program) (the “Series 2017 A Bonds”) herein authorized to be issued in an aggregate principal amount not to exceed \$14,000,000, (ii) the proceeds of the Issuer’s Sewer Revenue Bonds, Series 2017 B (West Virginia Infrastructure Fund) herein authorized to be issued in an aggregate principal amount not to exceed \$8,625,000 (the “Series 2017 B Bonds” and (iii) a grant in the amount of \$1,000,000 from the West Virginia Infrastructure and Jobs Development Council (the “Grant”).

D. 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, if any, on the Series 2017 A Bonds and the Series 2017 B Bonds (collectively, the “Series 2017 A and B Bonds”), and all sinking funds, reserve accounts and other payments provided for herein and in the Prior Ordinances and Series 2017 C Bonds Ordinance, as hereinafter defined.

E. It is further deemed necessary for the Issuer to issue the Series 2017 A and B Bonds, in the total aggregate principal amount of not more than \$22,625,000 in two series, being the Series 2017 A Bonds and the Series 2017 B Bonds described above, to permanently finance a portion of the costs of acquisition and construction of the Project. 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 2017 A and B 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 2017 A and B Bonds Reserve Accounts, as hereinafter defined; 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 and expenses of the Bondholder (as hereinafter defined), discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2017 A and B Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction 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 2017 A and B Bonds or the repayment of indebtedness incurred by the Issuer for such purposes, including without limitation the repayment of the Issuer's Sewerage System Bond Anticipation Notes, Series 2012, shall be deemed Costs of the Project, as hereinafter defined.

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 2017 A Bonds be issued and sold to the West Virginia Water Development Authority (the "Authority") pursuant to the terms and provisions of a bond purchase agreement to be entered into by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection ("DEP") and that its Series 2017 B Bonds be issued and sold to the Authority pursuant to the terms and provisions of a loan agreement between the Issuer and the Authority acting on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council") (collectively, the "Loan Agreements"), the execution, delivery and forms of which are ratified and approved herein.

H. On or before the Closing Date, as hereinafter defined, the Issuer, directly or through its Sanitary Board, will acquire certain assets of Arbuckle Public Service District and in connection therewith the Issuer has agreed to pay in full the Arbuckle Public Service District Sewerage System Revenue Bond, Series 1978, dated March 5, 1981, payable to the order of the United States of America, Farmers Home Administration, United States Department of Agriculture in the original principal amount of \$1,132,000 and having an outstanding balance of approximately \$454,000 (the "Arbuckle PSD Bond") and to pay certain other obligations of Arbuckle Public Service District. In order to provide the money needed to pay to the Arbuckle PSD Bond in full and to pay such other obligations of Arbuckle Public Service District, the Issuer has determined to issue its Sewer Revenue Bonds, Series 2017 C (Arbuckle Public Service District) in an aggregate principal amount not to exceed \$600,000 (the "Series 2017 C Bonds") prior to or contemporaneously with the issuance of the Series 2017 A and B Bonds. As an alternative, the Issuer may also assume the obligations of Arbuckle Public Service District with respect to Arbuckle PSD Bond and related Bond Resolution in which case the Arbuckle PSD Bond will be redesignated as "City of Oak Hill Sewer Revenue Bond (Arbuckle Public Service District), Series 2017 C" and will likewise be referred to herein as the "Series 2017 C Bonds"

with all provisions relating to the Series 2017 C Bonds in this Bond Legislation being applicable thereto with the exception that the monthly payments of principal and interest shall be paid directly to the United States of America, Farmers Home Administration, United States Department of Agriculture as provided in the Arbuckle PSD Bond instead of to the Commission and as otherwise may be provided in a Supplemental Resolution or a Certificate of Determinations relating to the Series 2017 C Bonds Ordinance.

I. There are outstanding obligations of the Issuer which will rank either on parity with or junior and subordinate to the Series 2017 A and B Bonds as to liens, pledges, sources of and security for payment, which obligations are designated and have the lien positions, as follows:

<u>Description</u>	<u>Lien Position</u>
Sewer Revenue Bonds, Series 1988 A, dated August 25, 1988, issued in the original aggregate principal amount of \$1,764,285 (the "Series 1988 A Bonds")	First Lien
Sewer Revenue Bonds, Series 1991A, dated March 28, 1991, issued in the original aggregate principal amount of \$1,817,920 (the "Series 1991A Bonds")	First Lien
Sewer Revenue Bonds, Series 1996 A (West SRF Program), dated August 20, 1996, issued is the original principal amount of \$1,000,000 (the "Series 1996 A Bonds")	First Lien
Series 2017 C Bonds	First Lien
Sewer Revenue Bonds, Series 1988 B, dated August 25, 1988, issued in the original aggregate principal amount of \$441,071 (the "Series 1988 B Bonds")	Second Lien
Sewer Revenue Bonds, Series 1991B, dated March 28, 1991, issued in the original aggregate principal amount of \$82,080 (the "Series 1991B Bonds")	Second Lien

The 2017 A and B Bonds shall be issued on parity with the Series 1988 A Bonds, Series 1991A Bonds, Series 1996 A Bonds and the Series 2017 C Bonds, and senior and prior to the Series 1988 B Bonds and Series 1991B Bonds with respect to liens, pledges and sources of and security for payment and in all other respects.

The Series 1988 A Bonds, Series 1991A Bonds, Series 1996 A Bonds and the Series 2017 C Bonds are hereinafter sometimes collectively called the “First Lien Bonds” and the Series 1988 B Bonds and Series 1991B Bonds are hereinafter sometimes collectively called the “Second Lien Bonds.” The Series 1988 A Bonds, Series 1988 B Bonds, Series 1991A Bonds, Series 1991B Bonds and Series 1996 A Bonds are hereinafter collectively called the “Prior Bonds.” The ordinances which authorized the issuance of the Prior Bonds are herein collectively referred to as the “Prior Ordinances.” The ordinance which authorized the issuance of the Series 2017 C Bonds is referred to as the “Series 2017 C Bonds Ordinance.” All of the Prior Bonds were issued to and are currently held by the Authority. The Issuer has met the requirements of the Prior Ordinances for the issuance of the Series 2017 A and B Bonds and the Series 2017 C Bonds on a parity with the Series 1988 A Bonds, Series 1991A Bonds and Series 1996 A Bonds and senior and prior to the Second Lien Bonds. Prior to the issuance of the Series 2017 A and B Bonds, the Issuer will obtain (1) a certificate of an Independent Certified Public Accountant stating that the parity tests of the Series 1988 A Bonds, Series 1991A Bonds and Series 1996 A Bonds have been met and (2) the written consent from the Holder of the Series 1988 A Bonds, Series 1991A Bonds and Series 1996 A Bonds and the Second Lien Bonds to issue the Series 2017 A and B Bonds and the Series 2017 C Bonds on a parity with the lien on the Net Revenues of the Holders of the Series 1988 A Bonds, Series 1991A Bonds and Series 1996 A Bonds and senior and prior to the lien on the Net Revenues of the Holders of the Second Lien Bonds. The Issuer is in compliance with all the covenants of the Prior Bonds and the Prior Ordinances.

Other than the Prior Bonds and the Series 2017 C Bonds, there are no outstanding obligations of the Issuer which will rank prior to or on a parity with or junior and subordinate to the Series 2017 A and B Bonds as to liens, pledge and/or source of and security for payment and in all other respects.

The Issuer previously issued its Sewerage System Bond Anticipation Notes, Series 2012, on October 30, 2012, in the original aggregate principal amount of \$800,000 (the “Series 2012 Notes”) to temporarily finance preliminary costs of the Project. The Series 2012 Notes will be paid in full with proceeds of the Series 2017 A and B Bonds contemporaneously with the issuance of the Series 2017 A and B Bonds and upon such payment the Ordinance authorizing the issuance of the Series 2012 Notes will be discharged.

J. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to the authorization of the acquisition, construction and operation of the Project and the System, and issuance of the Series 2017 A and B 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 West Virginia Infrastructure and Jobs Development 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 2017 A and B Bonds.

K. The Project has been reviewed and determined to be technically and financially feasible by the Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended.

L. The Sanitary Board of the Issuer has presented a petition to the Issuer for enactment of this Bond Legislation.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2017 A and B 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 13, Chapter 22C, Article 2 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, which is expected to be the original purchaser and Registered Owner of the Series 2017 A and B Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority.

“Authorized Officer” means the Mayor or City Manager of the Issuer or any other officer of the Issuer specifically designated by resolution of the Council of the Issuer duly appointed as such by the Governing Body.

“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.

“Bond Legislation,” “Ordinance,” “Bond Ordinance” or “Local Act” means this Bond Ordinance and all ordinances, 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.

“Bonds” means the Series 2017 A and B Bonds, the Prior Bonds, the Series 2017 C Bonds and, where appropriate, any Bonds on a parity therewith authorized to be issued hereunder or by another ordinance of the Issuer.

“Certificate of Authentication and Registration” means the certificate of authentication and registration on the Series 2017 A Bonds and the Series 2017 B Bonds in substantially the forms set forth in the bond forms contained herein.

“City Clerk” means the City Clerk, Recorder or other municipal officer, by whatever name called, charged with the responsibility of keeping the journal of the proceedings of the Governing Body and other municipal records of the Issuer.

“City Manager” means the City Manager of the Issuer.

“Closing Date” means the date upon which there is an exchange of the Series 2017 A and B Bonds for an advance of more than a de minimis amount of the principal of the Series 2017 A and B Bonds from the Bondholder.

“Code” means the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder.

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

“Costs” or “Costs of the Project” means those costs described in Section 1.02 E 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 other agency, board or department of the State that succeeds to the functions of the Council.

“DEP” means the West Virginia Department of Environmental Protection or any other agency, board or department of the State that succeeds to the functions of the DEP.

“Depository Bank” means the bank designated as such in the Supplemental Resolution, and its successors and assigns, which shall be a member of the FDIC.

“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.

“First Lien Bonds” means, collectively, the Series 1988 A Bonds, Series 1991A Bonds, Series 1996 A Bonds and Series 2017 C Bonds.

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

“Governing Body” means the Council 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, including without limitation (i) such obligations which have been stripped from their unmatured interest coupons, interest coupons stripped from such obligations and receipts or certificates evidencing payments from such obligations or interest coupons stripped from such obligations, (ii) evidences of ownership of a proportionate interest in specified direct obligations of, or specified obligations which are unconditionally and fully guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian and (iii) obligations, the sole source of the payment of the principal of and interest on which are obligations of the nature of those described in clause (i), which are irrevocably pledged for such purposes.

“Grant” means the \$1,000,000 grant from the Council for the Project.

“Gross Revenues” means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that “Gross Revenues” does not include any gains from the sale or other disposition of, or from any increase in the value of, capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Section 8.01 hereof) or any Tap Fees, as hereinafter defined.

“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 City of Oak Hill, a municipal corporation and political subdivision of the State, in Fayette County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer, the Sanitary Board and any other commission, board or department established by the Issuer to operate and maintain the System.

“Loan Agreements” means, collectively, the Series 2017 A Bonds Loan Agreement and the Series 2017 B Loan Agreement.

“Mayor” means the Mayor of the Issuer.

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

“Operating Expenses” means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the Costs, the SRF Administrative Fee, fees and expenses of the Authority, fiscal agents, the Depository Bank, Registrar and Paying Agent (all as herein defined), other than those capitalized as part of the Costs, payments to pension or retirement funds, taxes, and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that “Operating Expenses” does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

“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 West Virginia Municipal Bond Commission, or such entity or authority as may be designated by the Issuer with the consent of the Bondholder.

“Prior Bonds” means, collectively, the Series 1988 A Bonds, the Series 1988 B Bonds, the Series 1991A Bonds, the Series 1991B Bonds and the Series 1996 A Bonds.

“Prior Ordinances” means the respective Ordinances enacted by the Issuer authorizing the Prior Bonds.

“Project” means the project described in Exhibit A attached hereto, constituting additions, betterments and improvements to the existing sewerage system of the Issuer.

“PSC” means the Public Service Commission of West Virginia and any successors to the functions thereof.

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

- A. Government Obligations;
- B. 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;

C. 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;

D. Time accounts (including accounts evidenced by time certificates of deposit, time deposits 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 accounts;

E. Money market funds or similar funds whose only assets are investments of the type described in paragraphs (A) through (D) above;

F. Repurchase agreements, fully secured by investments of the types described in paragraphs (A) through (D) 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;

G. The West Virginia “consolidated fund” managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the West Virginia Code of 1931, as amended; and

H. 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 the temporary and permanent regulations promulgated under the Code, or any predecessor thereto.

“Renewal and Replacement Fund” means the Renewal and Replacement Fund established or continued by Section 5.01 hereof.

“Reserve Accounts” means, collectively, the respective reserve accounts established for the Series 2017 A and B Bonds, the Series 2017 C Bonds and the Prior Bonds.

“Reserve Requirement” means, collectively, the respective amounts required to be on deposit in the Reserve Accounts of the Series 2017 A and B Bonds, the Series 2017 C Bonds and the Prior Bonds.

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

“Sanitary Board” means the Sanitary Board of the Issuer heretofore established by an ordinance duly enacted by the Issuer and any successor to the functions thereof.

“Second Lien Bonds” means, collectively, the Series 1988 B Bonds and Series 1991B Bonds.

“Series 1988 A Bonds” means the Issuer’s Sewer Revenue Bonds, Series 1988 A, dated August 25, 1988, issued in the original principal amount of \$1,764,285.

“Series 1988 A Bonds Reserve Account” means the Series 1988 A Bonds Reserve Account established for the Series 1988 A Bonds by the Prior Ordinances.

“Series 1988 A Bonds Sinking Fund” means the Series 1988 A Bonds Sinking Fund established for the Series 1988 A Bonds by the Prior Ordinances.

“Series 1988 B Bonds” means the Issuer’s Sewer Revenue Bonds, Series 1988 B, dated August 25, 1988, issued in the original principal amount of \$441,071.

“Series 1988 B Bonds Reserve Account” means the Series 1988 B Bonds Reserve Account established for the Series 1988 B Bonds by the Prior Ordinances.

“Series 1988 B Bonds Sinking Fund” means the Series 1988 B Bonds Sinking Fund established for the Series 1988 B Bonds by the Prior Ordinances.

“Series 1991A Bonds” means the Issuer’s Sewer Revenue Bonds, Series 1991A, dated March 28, 1991, issued in the original purchase amount of \$1,817,920.

“Series 1991A Bonds Reserve Account” means the Series 1991A Bonds Reserve Account established for the Series 1991A Bonds by the Prior Ordinances.

“Series 1991A Bonds Sinking Fund” means the Series 1991A Bonds Sinking Fund established for the Series 1991A Bonds by the Prior Ordinances.

“Series 1991B Bonds” means the Issuer’s Sewer Revenue Bonds, Series 1991B, dated March 28, 1991, issued in the original principal amount of \$82,080.

“Series 1991B Bonds Reserve Account” means the Series 1991B Bonds Reserve Account established for the Series 1991B Bonds by the Prior Ordinances.

“Series 1991B Bonds Sinking Fund” means the Series 1991B Bonds Sinking Fund established for the Series 1991B Bonds by the Prior Ordinances.

“Series 1996 A Bonds” means the Issuer’s Sewer Revenue Bonds, Series 1996 A (West Virginia SRF Program), dated August 20, 1996, issued in the original principal amount of \$1,000,000.

“Series 1996 A Bonds Reserve Account” means the Series 1996 A Bonds Reserve Account established in the Series 1996 A Bonds Sinking Fund for the Series 1996 A Bonds by the Prior Ordinances.

“Series 1996 A Bonds Sinking Fund” means the Series 1996 A Bonds Sinking Fund established for the Series 1996 A Bonds by the Prior Ordinances.

“Series 2012 Notes” means the Issuer’s Sewerage System Bond Anticipation Notes, Series 2012, dated October 30, 2012, issued in an original principal amount not to exceed \$800,000.

“Series 2017 A and B Bonds” means collectively the Series 2017 A Bonds and the Series 2017 B Bonds.

“Series 2017 A and B Bonds Construction Trust Funds” means collectively the Series 2017 A Bonds Construction Trust Fund and the Series 2017 B Bonds Construction Trust Fund.

“Series 2017 A and B Bonds Reserve Accounts” means collectively the Series 2017 A Bonds Reserve Account and the Series 2017 B Bonds Reserve Account.

“Series 2017 A and B Bonds Sinking Funds” means collectively the Series 2017 A Bonds Sinking Fund and the Series 2017 B Bonds Sinking Fund.

“Series 2017 A Bonds” means the not more than \$14,000,000 in aggregate principal amount of Sewer Revenue Bonds, Series 2017 A (West Virginia SRF Program), of the Issuer, authorized by this Ordinance.

“Series 2017 A Bonds Reserve Account” means the Series 2017 A Bonds Reserve Account established pursuant to Section 5.02 hereof.

“Series 2017 A Bonds Reserve Requirement” means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2017 A Bonds in the then concurrent or any succeeding year.

“Series 2017 A Bonds Construction Trust Fund” means the Series 2017 A Bonds Construction Trust Fund established by Section 5.01 hereof.

“Series 2017 A Bonds Loan Agreement” means the Bond Purchase Agreement heretofore entered, or to be entered, into by and among the Issuer, the Authority and the DEP, providing for the purchase of the Series 2017 A Bonds from the Issuer by the Authority, the execution and delivery of which is approved by Section 3.11 hereof and to be approved by the Supplemental Resolution.

“Series 2017 A Bonds Sinking Fund” means the Series 2017 A Bonds Sinking Fund established by Section 5.02 hereof.

“Series 2017 B Bonds” means the not more than \$8,625,000 in aggregate principal amount of Sewer Revenue Bonds, Series 2017 B (West Virginia Infrastructure Fund), of the Issuer, authorized by this Ordinance.

“Series 2017 B Bonds Construction Trust Fund” means the Series 2017 B Bonds Construction Trust Fund established by Section 5.01 hereof.

“Series 2017 B Bonds 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 2017 B Bonds from the Issuer by the Authority, the execution and delivery by the Issuer are authorized and directed or ratified by Section 3.11 hereof and to be approved by the Supplemental Resolution.

“Series 2017 B Bonds Reserve Account” means the Series 2017 B Bonds Reserve Account established in the Series 2004B Bonds Sinking Fund pursuant to Section 5.02 hereof.

“Series 2017 B Bonds Reserve Requirement” means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2017 B Bonds in the then concurrent or any succeeding year.

“Series 2017 B Bonds Sinking Fund” means the Series 2017 B Bonds Sinking Fund established by Section 5.02 hereof.

“Series 2017 C Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2017 C, to be issued prior to or contemporaneously with the issuance of the Series 2017 A and B Bonds in an aggregate principal amount not to exceed \$600,000 or, in the event the Issuer determines to assume the obligations of Arbuckle Public Service District with respect to the Arbuckle PSD Bond, as defined and provided in Section 4.01 of the Series 2017 C Bonds Ordinance, means such Arbuckle PSD Bond assumed by the Issuer.

“Series 2017 C Bonds Ordinance” means the Ordinance enacted by the Issuer authorizing the issuance of the Series 2017 C Bonds.

“Series 2017 C Bonds Reserve Account” means the Series 2017 C Bonds Reserve Account created by the Series 2017 C Bonds Ordinance.

“Series 2017 C Bonds Sinking Fund” means the Series 2017 C Bonds Sinking Fund created by the Series 2017 C Bond Ordinance.

“Sinking Funds” means, collectively, the respective Sinking Funds established for the Series 2017 A and B Bonds, the Series 2017 C Bonds and the Prior Bonds.

“SRF Administrative Fee” means any administrative fee required to be paid under the Loan Agreement.

“SRF Program” means the State’s Water Pollution Control Revolving Fund Program, under which the Authority purchases the water pollution control revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of a capitalization grant award from the United States Environmental Protection Agency and funds of the State.

“SRF Regulations” means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations.

“State” means the State of West Virginia.

“Supplemental Resolution” means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article “the,” refers specifically to the Supplemental Resolution authorizing the sale of the Series 2017 A and B Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2017 A and B 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, as further defined in Section 5.03(D) hereof.

“System” means the complete public sewerage system of the Issuer, as presently existing in its entirety or any integral part thereof, and shall include the Project and any additions, improvements and extensions thereto hereafter constructed or acquired for said system from any sources whatsoever.

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

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

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 Ordinance; and the term “hereafter” means after the date of enactment of this Ordinance.

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT AND THE REFUNDING OF THE SERIES 2012 NOTES

Section 2.01. Authorization of Acquisition and Construction of the Project and the Refunding of the Series 2012 Notes. There is hereby authorized the acquisition and construction of the Project, at an estimated cost of not to exceed \$23,625,000, 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 Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Authority and the DEP. The proceeds of the Series 2017 A and B Bonds hereby authorized shall be applied as provided in Article VI hereof.

The Issuer has entered or will enter into a contract or contracts for the acquisition and construction of the Project.

The cost of the Project is estimated not to exceed \$23,625,000, which is to be paid from the proceeds of the Series 2017 A and B Bonds and the Grant. A portion of the proceeds of the Series 2017 A and B Bonds will be used to pay in full the entire outstanding balance of and all interest and fees accrued on the Series 2012 Notes on the Closing Date.

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 2017 A and B Bonds, funding a reserve account for the Series 2017 A and B Bonds, paying Costs of the Project not otherwise provided for, and paying certain costs of issuance of the Series 2017 A and B Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued negotiable Series 2017 A and B Bonds of the Issuer, in an aggregate principal amount of not more than \$22,635,000. The Series 2017 A and B Bonds shall be issued in two series, the first series to be designated "Sewer Revenue Bonds, Series 2017 A (West Virginia SRF Program)," in the aggregate principal amount of not more than \$14,000,000 and the second series to be designated "Sewer Revenue Bonds, Series 2017 B (West Virginia Infrastructure Fund)" in the aggregate principal amount of not more than \$8,625,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2017 A and B Bonds remaining after the funding of the Series 2017 A and B 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 2017 A and B 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. The Series 2017 A and B Bonds shall be issued in such principal amounts not to exceed \$22,635,000; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable quarterly on such dates; 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. The Series 2017 A and B 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. Interest on the Series 2017 A and B Bonds, if any, shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2017 A Bonds and Series 2017 B Bonds shall each be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the respective Series 2017 A and B Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2017 A and B Bonds shall be exchangeable at the option and expense of the Holder for other fully registered 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 the Authority shall not 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 by a separate bond ordinance. The Bonds shall be dated as of the date specified in a Supplemental Resolution or separate bond ordinance and shall bear interest, if any, as provided in such Supplemental Resolution or separate bond ordinance.

Section 3.03. Execution of Bonds. The Series 2017 A and B Bonds shall be executed in the name of the Issuer by the Mayor and City Manager, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the City Clerk. In case any one or more of the officers who shall have signed or sealed any of the Series 2017 A and B Bonds shall cease to be such officer of the Issuer before the Series 2017 A and B 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 2017 A and B 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. The Bond Registrar for the Series 2017 A and B Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2017 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 form set forth in Section 3.10 shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2017 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 Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2017 A and B 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 Series 2017 A and B Bonds shall be conclusively deemed to have agreed that such 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 2017 A and B 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 2017 A and B Bonds.

The registered Series 2017 A and B 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.

In all cases in which the privilege of exchanging Series 2017 A and B Bonds or transferring the registered Series 2017 A and B Bonds are exercised, Series 2017 A and B Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2017 A and B Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2017 A and B 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 2017 A and B Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2017 A and B Bonds or, in the case of any proposed redemption of Series 2017 A and B Bonds, next preceding the date of the selection of Series 2017 A and 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 Series 2017 A and B Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, 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 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 2017 A and B Bonds shall not, in any event, be or constitute a corporate 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 2017 A and B Bonds Reserve Accounts. No holder or holders of any of the Series 2017 A and B Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2017 A and B Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Position with Respect to Prior Bonds. The payment of the debt service of all the Series 2017 A and B 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 such Net Revenues in favor of the Holders of the First Lien Bonds and senior and prior to the lien on the Net Revenues in favor of the Holders of the Second Lien Bonds. Such Net Revenues in an amount sufficient to pay the principal of and

interest on and other payments for the Series 2017 A and B Bonds, the Series 2017 C Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2017 A and B Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2017 A and B Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 2017 A and B Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2017 A and B Bonds to the original purchasers;

C. An executed and certified copy of the Bond Legislation;

D. Executed copies of the Loan Agreements; and

E. The unqualified approving opinion of bond counsel on the Series 2017 A and B Bonds.

Section 3.10. Forms of Series 2017 A and B Bonds. The text of the Series 2017 A and B 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 2017 A Bond]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF OAK HILL
SEWER REVENUE BOND,
SERIES 2017 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-_____ \$ _____

KNOW ALL MEN BY THESE PRESENTS: That CITY OF OAK HILL, a municipal corporation and political subdivision of the State of West Virginia in Fayette County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS (\$ _____), 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, together with interest thereon at the rate of 0.25% per annum, in quarterly installments of principal and interest on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____ to and including _____ 1, 20____, as set forth in the "Debt Service Schedule" attached as Exhibit B hereto and incorporated herein by reference. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) on this Bond shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____, 1, _____, as set forth on EXHIBIT B attached hereto.

Principal installments of and interest on 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").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority and the DEP, dated _____, 2017.

This Bond is issued (i) to permanently finance a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public sewerage facilities of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public sewerage facilities 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 13 and Chapter 22C,

Article 2 of the Code of West Virginia, 1931, as amended (collectively, the “Act”), and a Bond Ordinance duly enacted by the Issuer on _____, 2017, and a Supplemental Resolution duly adopted by the Issuer on _____, 2017 (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 OTHER RESPECTS, WITH THE ISSUER’S SEWER REVENUE BONDS, SERIES 1988 A, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,764,285 (THE “SERIES 1988 A BONDS”), SEWER REVENUE BONDS, SERIES 1991A, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,817,920 (THE “SERIES 1991A BONDS”), SEWER REVENUE BONDS, SERIES 1996 A (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 20, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,000,000 (THE “SERIES 1996 A BONDS”), SEWER REVENUE BONDS, SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND) DATED CONTEMPORANEOUSLY HEREWITH ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,625,000 (THE “SERIES 2017 B BONDS”) AND SEWER REVENUE BONDS, SERIES 2017 C (ARBUCKLE PUBLIC SERVICE DISTRICT) DATED PRIOR TO OR CONTEMPORANEOUSLY HEREWITH ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$600,000 (THE “SERIES 2017 C BONDS”).

THIS BOND IS ISSUED SENIOR AND PRIOR, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, TO THE ISSUER’S SEWER REVENUE BONDS, SERIES 1988 B, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$441,071 (THE “SERIES 1988 B BONDS”), AND SEWER REVENUE BONDS, SERIES 1991B, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$82,080 (THE “SERIES 1991B BONDS”).

THE SERIES 1988 A BONDS, THE SERIES 1991A BONDS, THE SERIES 1996 A BONDS, THE SERIES 2017 B BONDS, THE SERIES 2017 C BONDS, THE SERIES 1988 B BONDS AND THE SERIES 1991B BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE “PRIOR 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 operation of the System on a parity with the pledge of Net Revenues in favor of the holders of the Series 1988 A Bonds, the Series 1991A Bonds, the Series 1996 A Bonds, the Series 2017 B Bonds and the Series 2017 C Bonds and senior and prior to the pledge of Net Revenues in favor of the holders of the Series 1988 B Bonds and the Series 1991B Bonds and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the “Series 2017 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 a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2017 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 prior to, on a parity with or junior to the Bonds, including the Prior Bonds, provided however, that so long as there exists in the Series 2017 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 prior to, on a parity or junior to with the Bonds, including the Prior 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 _____, 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 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.

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, ordinances, 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, CITY OF OAK HILL has caused this Bond to be signed by its Mayor and City Manager and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2017.

CITY OF OAK HILL

[SEAL]

Mayor

City Manager

ATTEST:

City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2017 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____.

_____,
as Registrar

By: _____

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:

**UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF OAK HILL
SEWER REVENUE BOND,
SERIES 2017 B
(WEST VIRGINIA INFRASTRUCTURE FUND)**

No. BR-_____

\$ _____

KNOW ALL MEN BY THESE PRESENTS: That CITY OF OAK HILL, a municipal corporation and political subdivision of the State of West Virginia in Fayette County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ DOLLARS (\$ _____), 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, together with interest thereon at the rate of 1.0% per annum in quarterly installments of principal and interest 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.

Principal installments of and interest on 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").

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 and construction of certain additions, betterments and improvements to the existing public sewer system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public sewer 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 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on _____, 2017 and a Supplemental Resolution duly adopted by the Issuer on _____, 2017 (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 OTHER RESPECTS, WITH THE ISSUER'S SEWER REVENUE BONDS, SERIES 1988 A, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,764,285 (THE "SERIES 1988 A BONDS"), SEWER REVENUE BONDS, SERIES 1991A, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,817,920 (THE "SERIES 1991A BONDS"), SEWER REVENUE BONDS, SERIES 1996 A (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 20, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,000,000 (THE "SERIES 1996 A BONDS"), SEWER REVENUE BONDS, SERIES 2017 A (WEST VIRGINIA SRF PROGRAM) DATED CONTEMPORANEOUSLY HERewith ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$14,000,000 (THE "SERIES 2017 A BONDS") AND SEWER REVENUE BONDS, SERIES 2017 C (ARBUCKLE PUBLIC SERVICE DISTRICT) DATED PRIOR TO OR CONTEMPORANEOUSLY HERewith ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$600,000 (THE "SERIES 2017 C BONDS").

THIS BOND IS ISSUED SENIOR AND PRIOR, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS, TO THE ISSUER'S SEWER REVENUE BONDS, SERIES 1988 B, DATED AUGUST 25, 1988, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$441,071 (THE "SERIES 1988 B BONDS"), AND SEWER REVENUE BONDS, SERIES 1991B, DATED MARCH 28, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$82,080 (THE "SERIES 1991B BONDS").

THE SERIES 1988 A BONDS, THE SERIES 1991A BONDS, THE SERIES 1996 A BONDS, THE SERIES 2017 A BONDS, THE SERIES 2017 C BONDS, THE SERIES 1988 B BONDS AND THE SERIES 1991B BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE "PRIOR 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 Series 1988A Bonds, the Series 1991A Bonds, the Series 1996A Bonds, the Series 2017 A Bonds and the Series 2017 C Bonds and senior and prior to the Series 1988B Bonds and the Series 1991B Bonds, and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2017 B 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

2017 B 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 prior to, on a parity with or junior to the Bonds, including the Prior Bonds, provided however, that so long as there exists in the Series 2017 B 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 prior to, on a parity with or junior to the Bonds, including the Prior 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 _____, _____, West Virginia, 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 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.

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, ordinances, 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 CITY OF OAK HILL has caused this Bond to be signed by its Mayor and City Manager and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2017.

CITY OF OAK HILL

[SEAL]

Mayor

City Manager

ATTEST:

City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2017 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____,

_____,
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:

Section 3.11. Sale of Series Bonds; Approval and Ratification of Execution of Loan Agreements. The Series 2017 A and B Bonds shall be sold to the Authority, pursuant to the terms and conditions of the respective Loan Agreements. If not so authorized by previous ordinance or resolution, the Mayor and City Manager are each specifically authorized and directed to execute the Loan Agreements and the City Clerk is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreements to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.12. “Amended Schedule” Filing. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority, the DEP and the Council a schedule, the form of which will be provided by the DEP and 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) with and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and the Issuer and from each other:

- A. Revenue Fund (established or continued by the Prior Ordinances);
- B. Renewal and Replacement Fund (established or continued by the Prior Ordinances);
- C. Series 2017 A Bonds Construction Trust Fund; and
- D. Series 2017 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 Ordinances or Series 2017 C Bonds Ordinance) with and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission or the Issuer and from each other:

- A. Series 1988 A Bonds Sinking Fund (established by the Prior Ordinances);
- B. Within the Series 1988 A Bonds Sinking Fund, the Series 1988 A Bonds Reserve Account (established by the Prior Ordinances);
- C. Series 1988 B Bonds Sinking Fund (established by the Prior Ordinances);
- D. Within the Series 1988 B Bonds Sinking Fund, the Series 1988 B Bonds Reserve Account (established by the Prior Ordinances);
- E. Series 1991A Bonds Sinking Fund (established by the Prior Ordinances);
- F. Within the Series 1991A Bonds Sinking Fund, the Series 1991A Bonds Reserve Account (established by the Prior Ordinances);
- G. Series 1991B Bonds Sinking Fund (established by the Prior Ordinances);
- H. Within the Series 1991B Bonds Sinking Fund, the Series 1991B Bonds Reserve Account (established by the Prior Ordinances);
- I. Series 1996 A Bonds Sinking Fund (established by the Prior Ordinances);
- J. Within the Series 1996 A Bonds Sinking Fund, the Series 1996 A Bonds Reserve Account (established by the Prior Ordinances);

- K. Series 2017 A Bonds Sinking Fund; and
- L. Within the Series 2017 A Bonds Sinking Fund, the Series 2017 A Bonds Reserve Account;
- M. Series 2017 B Bonds Sinking Fund;
- N. Within the Series 2017 B Bonds Sinking Fund, the Series 2017 B Bonds Reserve Account;
- O. Series 2017 C Bonds Sinking Fund (established by the Series 2017 C Bond Ordinance; and
- P. Within the Series 2017 C Bonds Sinking Fund, the Series 2017 C Bonds Reserve Account (established by the Series 2017 C Bonds Ordinance).

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 the Prior Ordinances and 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 provided in the Prior Ordinances and in this Bond Legislation. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

1. The Issuer shall first, each month, pay from the moneys in the Revenue Fund all 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) remit to the Commission the amounts required by the Prior Ordinances to be deposited in the Series 1988 A Bonds Sinking Fund for payment of the interest on and principal of the Series 1988 A Bonds, (ii) remit to the Commission the amounts required by the Prior Ordinances to be deposited in the Series 1991A Bonds Sinking Fund for payment of the interest on and principal of the Series 1991A Bonds, (iii) remit to the Commission the amounts required by the Prior Ordinances to be deposited in the Series 1996 A Bonds Sinking Fund for payment of interest on and principal of the Series 1996 A Bonds; (iv) remit to the Commission the amounts required by the Series 2017 C Bonds Ordinance for the payment of interest on and principal of the Series 2017 C Bonds; (v) commencing 3 months prior to the first date of payment of principal of and interest on the Series 2017 A Bonds, remit to the Commission for deposit in the Series 2017 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal of and interest which will mature and become due on the Series 2017 A Bonds on the next ensuing quarterly principal and interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2017 A Bonds Sinking Fund and the next quarterly principal and interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, one month prior to the next quarterly principal and interest payment date, the required amount of principal and

interest coming due on such date; and (vi) beginning 3 months prior to the first principal and interest payment date of the Series 2017 B Bonds, remit to the Commission for deposit in the Series 2017 B Bonds Sinking Fund, a sum equal to 1/3rd of the amount of principal and interest which will mature and become due on the Series 2017 B Bonds on the next ensuing quarterly principal and interest payment date, provided, that in the event the period to elapse between the date of such initial deposit in the Series 2017 B Bonds Sinking Fund and the next ensuing quarterly principal and interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next ensuing quarterly principal and interest payment date, the required amount of principal and interest coming due on such date.

3. The Issuer shall next, on each date that payment is made as set forth in subsection 5.03A(2) above, transfer from the Revenue Fund and, simultaneously, (i) remit to the Commission the amount required by the Prior Ordinances to be deposited in the Series 1988 A Bonds Reserve Account, (ii) remit to the Commission the amount required by the Prior Ordinances to be deposited in the Series 1991A Bonds Reserve Account, (iii) remit to the Commission the amount required by the Prior Ordinances to be deposited in the Series 1996 A Bonds Reserve Account; (iv) remit to the Commission the amount required by the Series 2017 C Bonds Ordinance to be deposited in the Series 2017 C Bonds Reserve Account; (v) commencing 3 months prior to the first date of payment of principal of the Series 2017 A Bonds, if not fully funded upon issuance of the Series 2017 A Bonds, remit to the Commission for deposit in the Series 2017 A Bonds Reserve Account an amount equal to 1/120 of the Series 2017 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2017 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 2017 A Bonds Reserve Requirement; and (vi) commencing 3 months prior to the first date of payment of principal of the Series 2017 B Bonds, if not fully funded upon issuance of the Series 2017 B Bonds, remit to the Commission for deposit in the Series 2017 B Bonds Reserve Account, an amount equal to 1/120 of the Series 2017 B Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2017 B 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 2017 B Bonds Reserve Requirement.

4. The Issuer shall next, from the moneys remaining in the Revenue Fund, on the first day of each month (as previously set forth in the Prior Ordinances and in the Series 2017 C Bonds Ordinance and not in addition thereto), transfer to the Renewal and Replacement Fund, a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in the reserve accounts established with respect to the Prior Bonds, the Series 2017 A and B Bonds Reserve Accounts or the Series 2017 C Bonds Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination

of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

5. The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and pay to the Commission the amount required by the Prior Ordinances to be deposited in the Series 1988 B Bonds Sinking Fund for payment of principal of the Series 1988 B Bonds, and in the Series 1991B Bonds Sinking Fund for payment of principal of the Series 1991B Bonds.

6. The Issuer shall next, on the first day of each month, transfer from the Revenue Fund to the Commission the amounts required by the Prior Ordinances to be deposited in the Series 1988 B Bonds Reserve Account and in the Series 1991B Bonds Reserve Account.

Moneys in the Series 2017 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2017 A Bonds as the same shall become due. Moneys in the Series 2017 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2017 A Bonds, as the same shall come due, when other moneys in the Series 2017 A Bonds Sinking Fund are insufficient therefor, and for no other purpose; provided that, upon the occurrence of an Event of Default as described in Section 9.01 hereof, the moneys on deposit in the Series 2017 A Bonds Reserve Account shall be paid on the principal of the Series 2017 A Bonds.

Moneys in the Series 2017 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2017 B Bonds as the same shall become due. Moneys in the Series 2017 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2017 B Bonds, as the same shall come due, when other moneys in the Series 2017 B Bonds Sinking Fund are insufficient therefor, and for no other purpose; provided that, upon the occurrence of an Event of Default as described in Section 9.01 hereof, the moneys on deposit in the Series 2017 B Bonds Reserve Account shall be paid on the principal of the Series 2017 B Bonds.

All investment earnings on moneys in the Series 2017 A and B Bonds Sinking Funds and Series 2017 A and B Bonds Reserve Accounts (if equal to at least the Series 2017 A and B Bonds Reserve Requirement) 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 respective Series 2017 A and B Bonds Construction Trust Funds, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing principal payment due on the respective Series 2017 A and B Bonds.

Any withdrawals from the Series 2017 A and B Bonds Reserve Accounts which result in a reduction in the balance of the Series 2017 A and B Bonds Reserve Accounts to below the respective Series 2017 A and B Bonds Reserve Requirements shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2017 A and B Bonds are issued, provision shall be made for additional payments into the respective sinking funds 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 an amount equal to the requirement therefor.

The Issuer shall not be required to make any further payments into the respective Series 2017 A and B Bonds Sinking Funds or into the respective Series 2017 A and B Bonds Reserve Accounts when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2017 A and B Bonds then Outstanding and all interest to accrue until the respective maturities thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2017 A and B Bonds Sinking Funds and the Series 2017 A and B Bonds Reserve Accounts 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.

The Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Moneys in the Series 2017 A and B Bonds Sinking Funds and the Series 2017 A and B Bonds Reserve Accounts shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2017 A and B Bonds Sinking Funds shall be used solely and only for, and is hereby pledged for, the purpose of servicing the Series 2017 A and B Bonds under the conditions and restrictions set forth herein. The Series 2017 A and B Bonds Reserve Accounts shall be used solely and only for, and is hereby pledged for, the purpose of servicing the Series 2017 A and B Bonds when the amounts in the Series 2017 A and B Bonds Sinking Fund are not adequate to do so.

B. The Issuer 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 principal, interest and reserve account payments with respect to the Series 2017 A and 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. The Issuer shall also 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 SRF Administrative Fee as set forth in the Schedule Y attached to the Series 2017 A Bonds Loan Agreement.

C. 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, together with a copy of its payment check, to the Authority by the 5th day of such calendar month.

D. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds and accounts, as hereinbefore provided, are current and there remains in said Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds and accounts 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.

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 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 sum insured by the maximum amounts insured by FDIC in all funds and accounts on deposit with the Depository Bank 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. 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 Net Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

H. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited.

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

J. All Tap Fees shall be deposited 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 time to time from the sale of any or all of the Series 2017 A and B Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2017 A and B Bonds, there shall first be deposited with the Commission in the applicable Series 2017 A and B Bonds Sinking Fund, the amount, if any, specified in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the applicable Series 2017 A and B Bonds for the period commencing on the date of issuance of the Series 2017 A and B Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 2017 A and B Bonds, there shall be deposited with the Commission in the applicable Series 2017 A and B Bonds Reserve Account the sum, if any, set forth in the Supplemental Resolution for funding of the Series 2017 A and B Bonds Reserve Accounts.

C. Next, from the proceeds of the Series 2017 A and B Bonds, there shall be paid the entire outstanding principal amount of and all accrued interest and administrative fees on the Series 2012 Notes.

D. Next, from the proceeds of the Series 2017 A and B Bonds, there shall first be credited to the respective Series 2017 A and B Bonds Construction Trust Funds and then paid, any and all other borrowings, if any, 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, provided that the Authority, the DEP and Council have previously consented to the payment of such other borrowings.

E. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 2017 A and B Bonds, such moneys shall be deposited with the Depository Bank in the respective Series 2017 A and B Bonds Construction Trust Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the respective Series 2017 A and B Bonds.

F. After completion of construction of the Project, as certified by the Consulting Engineers, and all Costs have been paid, any remaining proceeds of the Series 2017 A Bonds shall be expended as directed by the Authority and DEP and any remaining proceeds of the Series 2017 B Bonds shall be expended as directed by the Authority and the Council.

Section 6.02. Disbursements From the Construction Trust Funds. A. With respect to the Series 2017 A Bonds, on or before the Closing Date, the Issuer shall have delivered to the Authority and the DEP a report listing the specific purposes for which the proceeds of the Series 2017 A Bonds will be expended and the disbursement procedures for such proceeds, including

an estimated monthly draw schedule. Payments for costs of the Project from the proceeds of the Series 2017 A Bonds shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2017 A Bonds Construction Trust Fund shall be made only after submission to, and approval from the DEP of the following:

I. A completed and signed "Payment Requisition Form," the form of which is attached to the Series 2017 A Bonds Loan Agreement, in compliance with the construction schedule; and

II. 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 2017 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 2017 B 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 2017 B Bonds shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2017 B 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 2017 B Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

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 2017 A and B 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 Series 2017 A and B 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 2017 A and B Bonds or the interest thereon, if any, is Outstanding and unpaid.

Section 7.02. Series 2017 A and B Bonds not to be Indebtedness of the Issuer. The Series 2017 A and B Bonds shall not be or constitute a corporate 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 of the Series 2017 A and B Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2017 A and B Bonds or the interest, if any, thereon.

Section 7.03. Series 2017 A and B Bonds Secured by Pledge of Net Revenues; Lien Position with Respect to Prior Bonds. The payment of the debt service of the Series 2017 A and B 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 a parity with the lien on such Net Revenues in favor of the Holders of the First Lien Bonds and senior and prior to the lien on the Net Revenues in favor of the Holders of the Second Lien Bonds. Net Revenues derived from the System in an amount sufficient to pay the principal of and interest, if any, on the Series 2017 A and B Bonds, the Series 2017 C Bonds and the Prior Bonds and to make the payments into all funds and accounts, and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments 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 this Bond Legislation. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth, adopted and approved in the Ordinance enacted by the Issuer on May 23, 2016.

So long as the Series 2017 A and B 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. In the event the schedule of rates and charges initially established for the System in connection with the Series 2017 A and B Bonds shall prove to be insufficient to

produce the required sums set forth in this Bond Legislation, the Issuer 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 and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation.

Section 7.05. Sale of the System. So long as the Prior Bonds or Series 2017 C 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 respective Prior Ordinances and Series 2017 C Bonds Ordinance. Additionally, so long as the Series 2017 A and B Bonds are Outstanding and except as otherwise required by law or with the written consent of the Authority and the DEP, 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 Prior Bonds, the Series 2017 C Bonds and the Series 2017 A and B 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 2017 A and B Bonds, immediately be remitted to the Commission for deposit in the Series 2017 A and B Bonds Sinking Funds, and, with the written permission of the Authority, the DEP and the Council, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2017 A and B Bonds. Any balance remaining after the payment of all the Prior Bonds, the Series 2017 C Bonds and the Series 2017 A and B Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission 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 Renewal and Replacement Fund. 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 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 aggregating during such Fiscal Year in excess of \$250,000 and not in excess of \$1,000,000, shall, with the written consent of the Authority, be remitted by the Issuer to the Commission for deposit in the Sinking Funds and shall be applied only to the purchase of Bonds of the last maturities then Outstanding at prices no greater than the par value thereof plus 3% of such par value or otherwise. Such payment of such proceeds into the Renewal and Replacement

Fund or Sinking Funds shall not reduce the amounts required to be paid into said funds 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 all Bonds then Outstanding without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of over 50% in principal amount of the Bonds then outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the 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 2017 A and B 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 2017 A and B Bonds. All obligations issued by the Issuer after the issuance of the Series 2017 A and B 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 2017 A and B 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 at the time of the issuance of such subordinate obligations have been made and are current. 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 2017 A and B Bonds, and the interest thereon, if any, upon any of the income and revenues of the System pledged for payment of the Series 2017 A and B Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the Authority, the DEP and the Council 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 the Prior Bonds or Series 2017 C Bonds are outstanding, the limitations on the issuance of parity obligations in the respective Prior Ordinances and Series 2017 C Bonds Ordinance 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 2017 A and B Bonds pursuant to this Bond Legislation without the prior written consent of the Authority, the DEP and the Council and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2017 A and B Bonds.

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 all or a portion of one or more series of Outstanding First Lien Bonds or Parity Bonds, or both such purposes.

No Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the City Clerk a written statement by the Independent Certified Public Accountants, based upon the necessary investigation, 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, 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 Bond Legislation 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 enacted by the Issuer, 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 Accountants, which shall be filed in the office of the City Clerk 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 enacted by the Issuer, 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 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 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 2017 A and B 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 2017 A and B 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 with respect to the Series 2017 A and B 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 cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the DEP, the Authority and the Council, 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 DEP, the Authority and the Council such documents and information as it 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 DEP, the Council and the Authority, 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 DEP, the Authority and the Council or any other original purchaser of the Series 2017 A and B 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 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 to the extent legally required, in compliance with 2 CFR 200 Subpart F, or any successor thereto), and shall mail upon request and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to all Holders of the Series 2017 A and B Bonds, and shall submit said report to the DEP, the Council and the Authority or any other original purchaser of the Series 2017 A and B Bonds. Such audit report submitted to the DEP, the Council and the Authority 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 its Operating Expenses and debt service and reserve requirements.

Subject to the terms, conditions and provisions of the Loan Agreement and 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 DEP, the Council and the Authority, or its 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 DEP, the Council and the Authority, or its 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 DEP, the Council and the Authority with respect to the System pursuant to the Act.

The Issuer shall provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as promulgated from time to time.

Section 7.09. Rates. Prior to the issuance of the Series 2017 A and B Bonds, 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 City Clerk, 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, if any, on the Series 2017 A and B Bonds and all other obligations secured by a lien on or payable from such revenues prior to, on a parity with or junior to the Series 2017 A and B Bonds, including the Prior Bonds and Series 2017 C Bonds, provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit, respectively, in the Series 2017 A and B Bonds Reserve Account and reserve accounts for obligations prior to, on a parity with or junior to the Series 2017 A and B Bonds, including the Prior Bonds and Series 2017 C Bonds, are funded at least at the requirement therefor, 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, if any, on the Series 2017 A and B Bonds and all other obligations secured by a lien on or payable from such revenues prior to, on a parity with or junior to the Series 2017 A and B Bonds, including the Prior Bonds and Series 2017 C Bonds. In any event, the Issuer shall not reduce the rates or charges for services 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 DEP, the Council and the Authority 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 DEP 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 DEP 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 on 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 respective Loan Agreements, and forward a copy of such report to the Authority, the DEP 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 Agreements, 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 DEP and the Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority, the DEP 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.

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Authority, the DEP and the Council 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 DEP and the Council 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 require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Issuer shall notify the DEP in writing of such receipt. The Issuer shall submit a "Performance Certificate," a form of which is attached to the Series 2017 A Bonds Loan Agreement as Exhibit A, to the DEP within 60 days of the end of the first year after the Project is completed.

The Issuer shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to the DEP when the Project is 90% completed. The Issuer shall at all times provide operation and maintenance of the System in compliance with all State and federal standards.

The Issuer shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator to operate the System so long as the Series 2017 A and B Bonds are Outstanding. The Issuer shall notify the DEP and the Council in writing of the certified operator employed at the 50% completion stage.

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 30 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 and any services and facilities of the water system, if so owned by the Issuer, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of either system 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 shall take all further actions to enforce collections to the maximum extent permitted by law. If the water facilities are not owned by the Issuer, the Issuer shall enter into a termination agreement with the water provider, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders of the Public Service Commission of West Virginia.

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 2017 A and B 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 shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund. 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 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 and the Authority 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 DEP and the Council. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, 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. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Division of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Division of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

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

Section 7.17. 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 required by State law 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 2017 A and B Bonds required by State law, with all requisite appeal periods having expired without successful appeal and the Issuer shall provide an opinion of counsel to such effect.

Section 7.18. Compliance With Loan Agreements and Law. The Issuer shall perform, satisfy and comply with all terms and conditions of the Loan Agreements and the Act.

Notwithstanding anything herein to the contrary, the Issuer will provide the DEP and 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 DEP and the Council 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.

The Issuer shall perform the annual maintenance audits as required by the Act and shall submit such audits to the DEP, the Council and the Authority and the PSC.

The Issuer shall serve the additional customers, if any, described in the Loan Agreements and shall not reduce the amount of additional customers served without the written approval of the Board of the Authority.

Section 7.19. 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 7.20. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2017 A and B Bonds, enter into written contracts for the acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the DEP and the Council for written approval. The Issuer shall obtain the written approval of the DEP and the Council, respectively, before expending any proceeds of the Series 2017 A Bonds or the Series 2017 B 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 DEP and the Council, respectively, before expending any proceeds of the Series 2017 A Bonds or the Series 2017 B Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the DEP, 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 ground breaking or dedication of the Project.

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, other than the Revenue Fund, 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 (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 Bonds are Outstanding.

Section 8.02. Certificate as to Use of Proceeds; Covenants 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 2017 A and B Bonds as a condition to issuance of the Series 2017 A and B 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 2017 A and B Bonds as may be necessary in order to maintain the status of the Series 2017 A and B 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 2017 A and B Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority from which the proceeds of the Series 2017 A and B 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, the DEP 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 2017 A and B 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 2017 A and B Bonds:

A. If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2017 A and B Bonds; or

B. If default occurs in the Issuer’s observance of any of the covenants, agreements or conditions on its part relating to the Series 2017 A and B Bonds, set forth in this Bond Legislation, any supplemental resolution or in the Series 2017 A and B 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

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

D. If a default occurs under any of the Prior Bonds or any of the Prior Ordinances or under the Series 2017 C Bonds or the Series 2017 C Bonds Ordinance.

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 2017 A and B Bonds shall be on a parity with the Holders of the First Lien Bonds and senior and prior to the Second Lien 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 2017 A and B Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holders of all Series 2017 A and B Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then 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 2017 A and B 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 2017 A and B Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2017 A and B 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 rights of Registered Owners of the Series 2017 A and B Bonds shall be made without the consent in writing of the Holders of a majority or more in principal amount of the Series 2017 A and B Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or 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 pledged therefor without the consent of the 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.

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 Series 2017 A and B 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 Ordinance 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 Ordinance, the Supplemental Resolution, or the Series 2017 A and B 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 ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed; provided that, in the event of any conflict between this Ordinance and the Prior Ordinances, the Prior Ordinances shall control (unless less restrictive), so long as the respective Prior Bonds 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 adoption of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, City Manager, City Clerk and members of the Governing Body and the Sanitary Board were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 11.07. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance, substantially in the form attached hereto as Exhibit B, which is determined by the Issuer to contain sufficient information as to give notice of the contents hereof, shall be published once a week for 2 successive weeks within a period of 14 consecutive days, with at least 6 full days intervening between each publication, in a qualified newspaper published and of general circulation in the City of Oak Hill, together with the notice set forth therein stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2017 A and B Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than 10 days subsequent to the date of the first publication of the said abstract and notice, and present protests, and that a certified copy of the Ordinance is on file in the office of the City Clerk for review by interested parties during the office hours of the City Clerk.

At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

Section 11.08. Effective Date. This Ordinance shall take effect following the public hearing described in Section 11.07 above.

Passed on First Reading

August 14, 2017

Passed on Second Reading

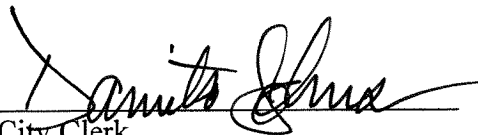
August 21, 2017

Effective following public
hearing held on

September 11, 2017



Mayor



City Clerk

Exhibit A

DESCRIPTION OF PROJECT

The acquisition, construction, renovation, improvement and equipping of certain additions, betterments and improvements to the existing public sewerage system of the Issuer for the benefit of the citizens of Oak Hill and surrounding areas, including, without limitation; (i) upgrades to the Minden Road and Route 61 wastewater treatment plants of the City of Oak Hill; (ii) upgrades to the sewage collection system of the City of Oak Hill; and (iii) the decommissioning of the wastewater treatment plant of Arbuckle Public Service District, and, in addition, if authorized by the Supplemental Resolution, the payment of any or all of the invoices and liabilities assumed by the Sanitary Board of the City of Oak Hill (the "Sanitary Board") pursuant to that certain Asset Purchase and Sale Agreement entered into on February 15, 2017, by and between Arbuckle Public Service District, the Sanitary Board and the City of Oak Hill, as provided in such Supplemental Resolution.

Exhibit B

NOTICE OF PUBLIC HEARING

CITY OF OAK HILL
NOTICE OF PUBLIC HEARING
ON SEWER BOND ORDINANCE

A public hearing will be held on the following entitled Ordinance at a regular meeting of the Council of the City of Oak Hill to be held on _____, _____, 2017, at _____ .m., in the Council Chambers at the Oak Hill City Hall, 100 Kelly Avenue, Oak Hill, West Virginia, and at such hearing any person interested may appear before the Council and present protests, all objections and suggestions shall be heard by the Council and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

ORDINANCE AUTHORIZING THE REFUNDING OF THE CITY OF OAK HILL SEWERAGE SYSTEM BOND ANTICIPATION NOTES, SERIES 2012 AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE FACILITIES OF THE CITY OF OAK HILL AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF OAK HILL OF NOT MORE THAN TWENTY-TWO MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$22,625,000.00) IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF OAK HILL SEWER REVENUE BONDS IN TWO SERIES, THE FIRST SERIES TO BE DESIGNATED SEWER REVENUE BONDS, "SERIES 2017 A (WEST VIRGINIA SRF PROGRAM)" AND THE SECOND TO BE DESIGNATED "SEWER REVENUE BONDS, SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND)"; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A BOND PURCHASE AGREEMENT WITH THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY AND THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION RELATING TO SUCH SERIES 2017 A BONDS AND A LOAN AGREEMENT WITH THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY ACTING ON BEHALF OF THE WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL RELATING TO SUCH SERIES 2017 B BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS; AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The above-entitled Ordinance was enacted by the Council of the City of Oak Hill upon petition of the Sanitary Board of the Corporation on _____, 2017.

The above quoted title of the Ordinance describes generally the contents thereof and the purposes of the Bond issue contemplated thereby. The City of Oak Hill contemplates the issuance of the Bonds described in said Ordinance. The proceeds of the Bonds will be used to provide permanent financing of a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the sewerage system for the City of Oak Hill. The Bonds are payable solely from revenues derived from the ownership and operation of the sewerage system of the City of Oak Hill. No taxes may at any time be levied for the payment of the Bonds or the interest thereon.

A certified copy of the above-entitled Ordinance is on file at the office of the City Clerk of the City of Oak Hill for review by interested parties during regular office hours.

Following the said public hearing, the Council intends to put said Ordinance into effect.

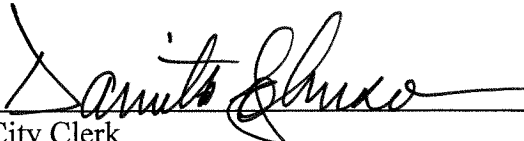
Dated: _____, 2017.

/s/ Damita Johnson, City Clerk

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the CITY OF OAK HILL on the 21st day of August, 2017, and put into effect following a public hearing held on September 11, 2017.

Dated: September 21, 2017.



City Clerk

[SEAL]