

Bond Resolution

**PUTNAM PUBLIC SERVICE DISTRICT
(WEST VIRGINIA)**

A RESOLUTION AUTHORIZING THE CURRENT REFUNDING OF THE ISSUER'S OUTSTANDING SEWER REVENUE BONDS, SERIES 2006 A AND SEWER REVENUE BONDS, SERIES 2006 B BONDS, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF SEWER REFUNDING REVENUE BONDS, SERIES 2020 A (TAX-EXEMPT) OF THE PUTNAM PUBLIC SERVICE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$6,200,000, PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Putnam Public Service District (the "Issuer") is a public service district and a public corporation and political subdivision of the State of West Virginia in Putnam County of said State;

WHEREAS, the Issuer presently owns and operates a public sewerage system (as presently existing and as rehabilitated, improved and extended in the future, collectively, the "System") and has heretofore financed the acquisition and construction of the System and certain additions, betterments and improvements thereto through the issuance of several series of bonds or refunding bonds, of which there are presently outstanding the Prior Bonds and the Series 2006 Bonds, as hereinafter defined;

WHEREAS, all of the Prior Bonds and Series 2006 Bonds were issued pursuant to Resolutions of the Issuer previously adopted (such Resolutions, as so amended and supplemented, collectively herein called the "Prior Resolutions" and the "Series 2006 Bond Resolutions" respectively);

WHEREAS, under the provisions of Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), the Issuer is authorized to issue refunding revenue bonds

for the purpose of refunding, paying or discharging all or any part of its outstanding revenue bonds, including interest thereon;

WHEREAS, the Issuer has determined and hereby determines that present value debt service savings would result from the Issuer's current refunding of its outstanding Sewer Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated May 12, 2006, issued in the original aggregate principal amount of \$4,946,000 (the "Series 2006 A Bonds"), and Sewer Revenue Bonds, Series 2006 B (United States Department of Agriculture), dated May 12, 2006, issued in the original aggregate principal amount of \$2,104,000 (the "Series 2006 B Bonds"), (collectively, the Series 2006 Bonds");

WHEREAS, the Issuer has determined that it is in the best interests of the customers of Putnam Public Service District and the citizens of Putnam County, West Virginia (the "County") to currently refund the Series 2006 Bonds;

WHEREAS, the Issuer has determined that the aforementioned current refunding of the Series 2006 Bonds should be financed with the proceeds from the issuance of its Sewer Refunding Revenue Bonds, Series 2020 A (Tax-Exempt), in the original aggregate principal amount of not more than \$6,200,000 (the "Series 2020 A Bonds"), such Series 2020 A Bonds to be secured by and payable from the Net Revenues (as hereinafter defined) of the System on a parity with the First Lien Bonds and senior and prior to the Second Lien Bonds; and

WHEREAS, the Issuer has determined and hereby determines that it is in the best interests of Issuer and its customers that the Series 2020 A Bonds be sold to the Original Purchaser (as hereinafter defined) pursuant to the terms and provisions of a bond purchase agreement between the Issuer and the Original Purchaser (the "Bond Purchase Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF PUTNAM PUBLIC SERVICE DISTRICT:

ARTICLE I

DEFINITIONS; STATUTORY AUTHORITY; FINDINGS

Section 1.01. Definitions. All capitalized terms used in this Resolution and not otherwise defined in the recitals hereto shall have the meanings specified below, unless the context expressly requires otherwise:

"Act" means Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended and in effect on the date of delivery of the Series 2020 A Bonds.

"Additional Parity Bonds" means additional Bonds issued subsequent to the Series 2020 A Bonds payable from the Net Revenues of the System on a parity with the Series 2020 A Bonds and Prior Bonds.

"Authorized Officer" means the Chairman of the Issuer or any other officer or employee of the Issuer specifically designated by resolution of the public service board of the Issuer.

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

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

"Bond Purchase Agreement" means the Bond Purchase Agreement between the Issuer and the Original Purchaser relating to the sale and purchase of the Series 2020 A Bonds.

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

"Bond Year" means each of the one year periods during the term of the Bonds, beginning the second day of December of any calendar year and ending on the first day of December the following calendar year; provided, however, that the first year begins on the date of issuance of the Series 2020 A Bonds and ends on December 1, 2020.

"Bonds" means, collectively, the Series 2020 A Bonds, the Prior Bonds and any Additional Parity Bonds hereafter issued within the terms, restrictions and conditions contained herein.

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

"Capitalized Interest" means monies whether from the proceeds of bonds or any other source deposited in the Sinking Fund for any series of Bonds of the Issuer and pledged to the payment of interest on such bonds.

"Certificate of Authentication and Registration" means the Certificate of Authentication and Registration on the Series 2020 A Bonds, substantially in the form set forth in EXHIBIT A - FORM OF SERIES 2020 A BONDS, attached hereto.

"Chairman" means the Chairman of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 2020 A Bonds for the proceeds representing the original purchase price thereof.

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

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

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

"Costs of Issuance Fund" means the Costs of Issuance Fund created by Section 4.01 hereof.

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

"Debt Service," with reference to a specified period, means the amount of principal, including any sinking fund payments, and interest payable with respect to the Bonds during such period.

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

"DTC" means The Depository Trust Company, New York, New York, or its successor.

"DTC-eligible" means, with respect to the Series 2020 A Bonds, meeting the qualifications prescribed by DTC.

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

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

"First Lien Bonds" means, collectively, the Series 1987 A Bonds, Series 1990 A Bonds, Series 2002 B Bonds, Series 2007 A Bonds, Series 2008 A Bonds, Series 2008 B Bonds, Series 2009 A Bonds, Series 2009 B Bonds, Series 2009 C Bonds, Series 2012 A Bonds, Series 2013 A Bonds, Series 2013 B Bonds, Series 2013 C Bonds, Series 2013 D Bonds, Series 2013 E Bonds and Series 2013 F Bonds.

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

"Governing Body" or "Board" means the public service board of the Issuer as it may now or hereafter be constituted.

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

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

and/or additions for the System or are pledged or obligated for any purpose other than the payment of Operating Expenses (as herein defined) of the System or principal of or interest on the Bonds.

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

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

"Issuer" means Putnam Public Service District, a public service district and public corporation and political subdivision of the State of West Virginia, located, and operating in, Putnam County of said State and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Maximum Annual Debt Service" means, at the time of computation, the greatest aggregate amount of Debt Service required to be paid on the Bonds for the then current or any succeeding Fiscal Year, assuming that the principal of any Term Bonds is deemed due on the earlier of their stated maturity date or the date on which they are required to be redeemed pursuant to mandatory sinking fund redemption.

"Net Proceeds" means the face amount of the Series 2020 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds deposited in the Series 2020 A Bonds Reserve Account, if any. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from investment of proceeds of the Series 2020 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property which is acquired with the gross proceeds of the Series 2020 A Bonds and is not acquired in order to carry out the governmental purpose of the Series 2020 A Bonds.

"Official Statement" means a document or set of documents prepared by an issuer of municipal securities or its representatives setting forth, among other matters, information concerning the Issuer of such municipal securities and the proposed issue of securities that is complete as of the date of delivery of the document or set of documents to the Original Purchaser.

"Operating Expenses," unless qualified, means the current expenses, paid or accrued, of repair, operation, management and maintenance of the System, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, accounting, auditing and insurance

expenses (other than those capitalized as part of the costs of any project relating to the acquisition, equipping or construction of additions, betterments or improvements for the System), supplies, labor, wages, the cost of materials and supplies used for current repairs, operations or maintenance, fees and expenses of fiscal agents and of the Depository Bank, Registrar and Paying Agent or Paying Agents, payments to pension or retirement funds, payments with respect to other post-employment benefits, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles.

"Original Purchaser" means Crews & Associates, Inc., Charleston, West Virginia, and Little Rock, Arkansas, as the purchaser of the Series 2020 A Bonds directly from the Issuer, or, if the Issuer and such Original Purchaser do not agree to the purchase of the Series 2020 A Bonds with interest rates and other terms allowable under the Act, such other person or persons, firm or firms, bank or banks, corporation or corporations or such other entity or entities as shall purchase the Series 2020 A Bonds directly from the Issuer, as determined by a resolution supplemental hereto.

"Outstanding," when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being issued and delivered except (a) any Bond or Prior Bond canceled by the registrar for such Bond or Prior Bond at or prior to said date; (b) any Bond or Prior Bond for the payment of which moneys, equal to its principal amount, with interest to the date of maturity, shall be held in trust under this Resolution and set aside for such payment (whether upon or prior to maturity); (c) any Bond deemed to have been paid as provided by Section 9.01; and (d) with respect to determining the number or percentage of Bondholders or Bonds respectively, for the purpose of consents, notices and the like, any Bond registered to the Issuer.

"Paying Agent" means the Commission and any other paying agent for the Bonds which may be appointed by a resolution supplemental hereto, all in accordance with Section 8.12 hereof.

"Prior Bonds" means, collectively, the Series 1987 A Bonds, Series 1987 B Bonds, Series 1990 A Bonds, Series 1990 B Bonds, Series 2002 B Bonds, Series 2007 A Bonds, Series 2008 A Bonds, Series 2008 B Bonds, Series 2009 A Bonds, Series 2009 B Bonds, Series 2009 C Bonds, Series 2012 A Bonds, Series 2013 A Bonds, Series 2013 B Bonds, Series 2013 C Bonds, Series 2013 D Bonds, Series 2013 E Bonds and Series 2013 F Bonds.

"Prior Resolutions" means the respective resolutions of the Issuer, as amended, modified or supplemented, authorizing the issuance of the Prior Bonds.

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

"Purchase Price," for the purpose of computation of the Yield of the Series 2020 A Bonds, has the same meaning as the term "issue price" in Sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the Series 2020 A Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds of each maturity is sold or, if the Series 2020 A Bonds are privately placed, the price paid by the first buyer of the Series 2020 A Bonds or the acquisition cost of the first buyer. "Purchase Price," for purposes of computing Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross

Proceeds of the Series 2020 A Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Series 2020 A Bonds.

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

"Rebate Fund" means the Rebate Fund described in Section 4.01 hereof.

"Record Date" means the day of the month which shall be so stated in the Series 2020 A Bonds, regardless of whether such day is a Saturday, Sunday or legal holiday.

"Redemption Date" means the date fixed for redemption of Bonds subject to redemption in any notice of redemption published, mailed or transmitted in accordance herewith.

"Redemption Price" means the price at which the Bonds may be called for redemption and includes the principal amount of the Bonds to be redeemed, plus the premium, if any, required to be paid to effect such redemption.

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

"Registrar" means the bank to be designated in the Supplemental Resolution as the registrar for the Series 2020 A Bonds, and any successor thereto appointed in accordance with Section 8.08 hereof.

"Regulations" means temporary and permanent regulations promulgated under the Code, and includes applicable regulations promulgated under the Internal Revenue Code of 1954.

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

"Reserve Accounts" means, collectively, the respective reserve accounts created for the Series 2020 A Bonds, the Prior Bonds and any hereinafter issued Additional Parity Bonds.

"Reserve Account Requirement" means the amount required to be on deposit in the respective Reserve Accounts for the Series 2020 A Bonds, the Prior Bonds and any hereinafter issued Additional Parity Bonds.

"Resolution" means this Resolution and all orders and resolutions supplemental hereto or amendatory hereof.

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

“RUS Bonds” means, collectively, the Series 2009 A Bonds, Series 2012 A Bonds, Series 2013 B Bonds, Series 2013 C Bonds, Series 2013 D Bonds, Series 2013 E Bonds and Series 2013 F Bonds.

“Second Lien Bonds” means collectively, the Series 1987 B Bonds and Series 1990 B Bonds.

“Secretary” means the Secretary of the Issuer.

“Series 1987 A Bonds” means the Issuer’s Sewer Revenue Bonds, Series 1987 A (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of \$878,743, formerly Town of Poca Sewer Revenue Bonds, Series 1987 A (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of \$878,743.

“Series 1987 B Bonds” means the Issuer’s Sewer Revenue Bonds, Series 1987 B (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of \$215,535, formerly the Town of Poca Sewer Revenue Bonds, Series 1987 B (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of \$215,535.

“Series 1990 A Bonds” means the Issuer’s Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of \$214,969, formerly the Town of Poca Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of \$214,969.

“Series 1990 B Bonds” means the Issuer’s Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of \$10,031, formerly the Town of Poca Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of \$10,031.

“Series 2002 B Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2002 B (West Virginia SRF Program), dated March 7, 2002, issued in the original aggregate principal amount of \$1,422,000.

“Series 2006 A Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated May 12, 2006, issued in the original aggregate principal amount of \$4,946,000.

“Series 2006 B Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2006 B (United States Department of Agriculture), dated May 12, 2006, issued in the original aggregate principal amount of \$2,104,000.

“Series 2006 Bonds” means collectively, the Series 2006 A Bonds and Series 2006 B Bonds.

“Series 2006 Bonds Resolutions” means the resolutions authorizing the Series 2006 Bonds.

“Series 2007 A Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated March 19, 2007, issued in the original aggregate principal amount of \$2,330,000.

“Series 2008 A Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2008 A (West Virginia SRF Program), dated January 28, 2008, issued in the original aggregate principal amount of \$3,680,000.

“Series 2008 B Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2008 B (West Virginia Infrastructure Fund), dated June 6, 2008, issued in the original aggregate principal amount of \$509,000.

“Series 2009 A Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2009 A (United States Department of Agriculture), dated June 26, 2009, issued in the original aggregate principal amount of \$4,520,000.

“Series 2009 B Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), dated October 29, 2009, issued in the original aggregate principal amount of \$1,050,000.

“Series 2009 C Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2009 C (West Virginia SRF Program), dated October 29, 2009, issued in the original aggregate principal amount of \$1,050,500.

“Series 2012 A Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2012 A (United States Department of Agriculture), dated July 23, 2012, issued in the original aggregate principal amount of \$525,600, formerly Town of Poca Sewer Revenue Bonds, Series 2012 A (United States Department of Agriculture), dated July 23, 2012, issued in the original aggregate principal amount of \$525,600.

“Series 2013 A Bonds” means the Issuer’s Sewer Refunding Revenue Bonds, Series 2013 A (Tax-Exempt), dated July 11, 2013, issued in the original aggregate principal amount of \$7,700,000.

“Series 2013 B Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of \$6,000,000.

“Series 2013 C Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of \$6,930,000.

“Series 2013 D Bonds” means the Issuer’s Sewer Revenue Bonds, Series 2013 D (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of \$564,800.

"Series 2013 E Bonds" means the Issuer's Sewer Revenue Bonds, Series 2013 E (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of \$1,241,000.

"Series 2013 F Bonds" means the Issuer's Sewer Revenue Bonds, Series 2013 F (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of \$1,500,000.

"Series 2020 A Bonds" means the Sewer Refunding Revenue Bonds, Series 2020 A (Tax-Exempt), of the Issuer, originally authorized to be issued pursuant to this Resolution and the Supplemental Resolution.

"Series 2020 A Bonds Redemption Account" means the Series 2020 A Bonds Redemption Account established in the Series 2020 A Bonds Sinking Fund pursuant to Section 4.02 hereof.

"Series 2020 A Bonds Sinking Fund" means the Series 2020 A Bonds Sinking Fund established by Section 4.02 hereof.

"Series 2020 A Bonds Costs of Issuance Fund" means the Costs of Issuance Fund created by Section 4.01 hereof.

"Series 2020 A Bonds Reserve Account" means the Series 2020 A Bonds Reserve Account established with the Commission pursuant to Section 4.02 hereof for the benefit of the Series 2020 A Bonds.

"Series 2020 A Bonds Reserve Account Requirement" means an amount equal to the lesser of (i) 10% of the original principal amount of the Series 2020 A Bonds, (ii) Maximum Annual Debt Service at the time of original issuance of the Series 2020 A Bonds, or (iii) 125% of average annual Debt Service at the time of original issuance of the Series 2020 A Bonds.

"Sinking Funds" means, collectively, the respective sinking funds created for the Series 2020 A Bonds and the Prior Bonds.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution amendatory hereof or supplemental hereto and, when preceded by the article "the," refers specifically to the Supplemental Resolution to be adopted by the Issuer following adoption of this Resolution, and any Certificate of Determinations provided for by such Supplemental Resolution, setting forth the final amounts, maturities, interest rates and other terms of the Series 2020 A Bonds and authorizing the sale of the Series 2020 A Bonds to the Original Purchaser; provided, that any provision intended to be included in the Supplemental Resolution and not so included may be contained in any other Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Resolution to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including, without limitation, the funds and accounts established for the Prior Bonds or the Series 2020 A Bonds.

"System" means the complete existing sewerage system of the Issuer and all sewerage facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the sewerage system; and shall include the Project and any and all extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the sewerage system from any sources whatsoever, both within and without the Issuer.

"Term Bonds" means Series 2020 A Bonds subject to mandatory sinking fund redemption, as described by Section 3.06 hereof.

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

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

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

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

Section 1.02. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Act and other applicable provisions of law.

Section 1.03. Findings. The Board hereby finds and determines as follows:

A. The Issuer is a public service district, public corporation and political subdivision of the State of West Virginia, in Putnam County of said State.

B. The Issuer now owns and operates a public sewerage system, the construction, extension, addition and improvement of which it has financed or refinanced through the issuance of the Prior Bonds and the Series 2006 Bonds.

C. The Issuer has determined that present value debt service savings will result from the current refunding of the Series 2006 Bonds.

D. It is deemed necessary for the Issuer to issue its Sewer Refunding Revenue Bonds, Series 2020 A (Tax-Exempt), in the original aggregate principal amount of not more than \$6,200,000, in order to pay in full the outstanding principal balance of and all accrued interest on the Series 2006 Bonds. The proceeds of the Series 2020 A Bonds may also be applied to funding the Series 2020 A Bonds Reserve Account, and the payment of underwriter's discount; legal expenses; expenses for estimates of costs and revenues; rating agency fees, administrative expense; discount; initial fees for the services of registrar's, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2020 A Bonds, rating agency fees; and such other expenses as may be necessary or incidental to the financing herein authorized; 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 2020 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall also be permitted.

E. It is in the best interest of the Issuer that the Series 2020 A Bonds be sold to the Original Purchaser pursuant to the terms and provisions of a Bond Purchase Agreement to be entered into by and between the Issuer and the Original Purchaser, as shall be approved by Supplemental Resolution of the Issuer.

F. The Issuer will have the following Outstanding obligations which will rank on a parity with, or junior and subordinate to, the Series 2020 A Bonds as to liens, pledge and source of and security for payment being the Issuer's:

1. Sewer Revenue Bonds, Series 1987 A (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of \$878,743, formerly Town of Poca Sewer Revenue Bonds, Series 1987 A (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of \$878,743 (the "Series 1987 A Bonds");
2. Sewer Revenue Bonds, Series 1987 B (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of \$215,535, formerly the Town of Poca Sewer Revenue Bonds, Series 1987 B (West Virginia Water Development Authority), dated March 12, 1987, issued in the original aggregate principal amount of \$215,535 (the "Series 1987 B Bonds");
3. Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of \$214,969, formerly the Town of Poca Sewer Revenue Bonds, Series 1990 A (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of \$214,969 (the "Series 1990 A Bonds");
4. Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of \$10,031, formerly the Town of Poca Sewer Revenue Bonds, Series 1990 B (West Virginia Water Development Authority), dated February 23, 1990, issued in the original aggregate principal amount of \$10,031 (the "Series 1990 B Bonds");
5. Sewer Revenue Bonds, Series 2002 B (West Virginia SRF Program), dated March 7, 2002, issued in the original aggregate principal amount of \$1,422,000 (the "Series 2002 B Bonds");
6. Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated March 19, 2007, issued in the original aggregate principal amount of \$2,330,000 (the "Series 2007 A Bonds");

7. Sewer Revenue Bonds, Series 2008 A (West Virginia SRF Program), dated January 28, 2008, issued in the original aggregate principal amount of \$3,680,000 (the "Series 2008 A Bonds");
8. Sewer Revenue Bonds, Series 2008 B (West Virginia Infrastructure Fund), dated June 6, 2008, issued in the original aggregate principal amount of \$509,000 (the "Series 2008 B Bonds");
9. Sewer Revenue Bonds, Series 2009 A (United States Department of Agriculture), dated June 26, 2009, issued in the original aggregate principal amount of \$4,520,000 (the "Series 2009 A Bonds");
10. Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), dated October 29, 2009, issued in the original aggregate principal amount of \$1,050,000 (the "Series 2009 B Bonds");
11. Sewer Revenue Bonds, Series 2009 C (West Virginia SRF Program), dated October 29, 2009, issued in the original aggregate principal amount of \$1,050,500 (the "Series 2009 C Bonds");
12. Sewer Revenue Bonds, Series 2012 A (United States Department of Agriculture), dated July 23, 2012, issued in the original aggregate principal amount of \$525,600, formerly Town of Poca Sewer Revenue Bonds, Series 2012 A (United States Department of Agriculture), dated July 23, 2012, issued in the original aggregate principal amount of \$525,600 (the "Series 2012 A Bonds");
13. Sewer Refunding Revenue Bonds, Series 2013 A (Tax-Exempt), dated July 11, 2013, issued in the original aggregate principal amount of \$7,700,000 (the "Series 2013 A Bonds");
14. Sewer Revenue Bonds, Series 2013 B (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of \$6,000,000 (the "Series 2013 B Bonds");
15. Sewer Revenue Bonds, Series 2013 C (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of \$6,930,000 (the "Series 2013 C Bonds");
16. Sewer Revenue Bonds, Series 2013 D (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of \$564,800 (the "Series 2013 D Bonds");
17. Sewer Revenue Bonds, Series 2013 E (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of \$1,241,000 (the "Series 2013 E Bonds"); and

18. Sewer Revenue Bonds, Series 2013 F (United States Department of Agriculture), dated June 27, 2013, issued in the original aggregate principal amount of \$1,500,000 (the "Series 2013 F Bonds") (collectively, the "Prior Bonds").

The Series 1987 A Bonds, Series 1990 A Bonds, Series 2002 B Bonds, Series 2007 A Bonds, Series 2008 A Bonds, Series 2008 B Bonds, Series 2009 A Bonds, Series 2009 B Bonds, Series 2009 C Bonds, Series 2012 A Bonds, Series 2013 A Bonds, Series 2013 B Bonds, Series 2013 C Bonds, Series 2013 D Bonds, Series 2013 E Bonds and Series 2013 F Bonds (collectively, the "First Lien Bonds") are payable from and secured by a first lien on the Net Revenues (as herein defined) of the System. The Series 1987 B Bonds and Series 1990 B Bonds (collectively, the "Second Lien Bonds") are secured by a junior and subordinate lien on the Net Revenues of the System.

The Series 2020 A Bonds shall be issued on a parity with the First Lien Bonds and senior and prior to the Second Lien Bonds, with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2020 A Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met; (ii) the written consent, if required, of the Holders of the First Lien Bonds to the issuance of the Series 2020 A Bonds on a parity with the First Lien Bonds; and (iii) the written consent of the Holders of the Second Lien Bonds to the issuance of the Series 2020 A Bonds on a senior and prior basis to the Second Lien Bonds. The Series 2013 A Bonds do not require written consent. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenue or assets of the System. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Resolutions.

G. The Issuer derives revenues from the System which are pledged for payment of the Prior Bonds and the Series 2006 Bonds. Except for such pledge thereof to secure and pay the Prior Bonds and the Series 2006 Bonds, said revenues are not pledged or encumbered in any manner. The Issuer intends to issue the Series 2020 A Bonds and to pledge for payment thereof the Net Revenues of the System. Upon issuance of the Series 2020 A Bonds and defeasance of the Series 2006 Bonds, the Series 2020 A Bonds will be secured by a first lien on the Net Revenues of the System, on a parity with the First Lien Bonds and senior and prior to the Second Lien Bonds.

H. The estimated Gross Revenues to be derived in each year after the date hereof from the operation of the System will be sufficient to provide for Operating Expenses of the System, for the payment of interest on the Series 2020 A Bonds and the Prior Bonds, and to pay the principal on the Series 2020 A Bonds and the Prior Bonds as and when it becomes due, and reasonable reserves therefore, to provide an adequate renewal and replacement fund, as hereinafter provided, and to make all other payments provided for in this Resolution.

I. It is in the best interests of the Issuer and the customers thereof, and the citizens of the County, that the Issuer issue the Series 2020 A Bonds, and secure the Series 2020 A Bonds by a pledge and assignment of the Net Revenues derived from the System, the monies in the Series 2020 A Bonds Sinking Fund, the monies in the Series 2020 A Bonds Reserve Account, unexpended proceeds of the Series 2020 A Bonds and as further set forth herein.

J. The Series 2020 A Bonds and the Certificate of Authentication and Registration to be endorsed thereon are to be in substantially the forms set forth in EXHIBIT A – FORM OF SERIES

2020 A BONDS, attached hereto and incorporated herein by reference, with necessary and appropriate variations, omissions and insertions as permitted or required by this Resolution or a Supplemental Resolution or as deemed necessary by the Registrar or the Issuer.

K. All things necessary to make the Series 2020 A Bonds, when authenticated by the Registrar and issued as in this Resolution provided, the valid, binding and legal special obligations of the Issuer according to the import thereof, and to validly pledge and assign those funds pledged hereby to the payment of the principal of and interest on the Series 2020 A Bonds will be timely done and duly performed.

L. The adoption of this Resolution, and the execution and issuance of the Series 2020 A Bonds, subject to the terms thereof, will not result in any breach of, or constitute a default under, any instrument to which the Issuer is a party or by which it may be bound or affected.

M. The Issuer has complied with all requirements of West Virginia law relating to the operation of the System, the issuance of the Series 2020 A Bonds, the current refunding of the Series 2006 Bonds, or will have so complied prior to issuance of any thereof.

Section 1.04. Resolution Constitutes Contract. In consideration of the acceptance of the Series 2020 A Bonds by those who shall own or hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Registered Owners of any and all of such Series 2020 A Bonds, all of which shall be of equal rank and without preference, priority or distinction between any one Series 2020 A Bond and any other Series 2020 A Bond, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

ARTICLE II

AUTHORIZATION OF REFUNDING

Section 2.01. Authorization of Refunding. All Series 2006 Bonds Outstanding as of the date of issuance of the Series 2020 A Bonds and all unpaid interest accrued thereon, if any, are hereby ordered to be refunded and paid in full and the pledge of Net Revenues in favor of the Registered Owners of the Series 2006 Bonds imposed by the Series 2006 Bond Resolutions authorizing the issuance of the Series 2006 Bonds, the monies in the funds and accounts created by the Series 2006 Bond Resolutions pledged to payment of the Series 2006 Bonds, and any other funds pledged by the Series 2006 Bond Resolutions to payment of the Series 2006 Bonds are hereby ordered terminated, discharged and released upon such payment to the Registered Owners of the Series 2006 Bonds. Contemporaneously with the payment in full of the Series 2006 Bonds, the amounts on deposit in the sinking funds and reserve accounts, and all other funds and accounts created and maintained on behalf of or pledged to the Series 2006 Bonds, shall be released from the lien created by the Series 2006 Bond Resolutions authorizing the issuance of the Series 2006 Bonds.

ARTICLE III **THE BONDS**

Section 3.01. Form and Payment of Bonds. No Series 2020 A Bond shall be issued pursuant to this Resolution except as provided in this Article III. Any Series 2020 A Bonds issued pursuant to this Resolution may be issued only as fully registered Series 2020 A Bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof for any year of maturity (or such other denominations as may be set forth in a Supplemental Resolution). All Series 2020 A Bonds shall be dated as of the date provided in a Supplemental Resolution applicable to such series. All Series 2020 A Bonds shall bear interest from the interest payment date next preceding the date of authentication or, if authenticated after the Record Date but prior to the applicable interest payment date or on such interest payment date, from such interest payment date or, if no interest on such Series 2020 A Bonds has been paid, from the date thereof; provided however, that, if, as shown by the records of the Registrar, interest on such Series 2020 A Bonds shall be in default, Series 2020 A Bonds issued in exchange for Series 2020 A Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the initial Series 2020 A Bonds surrendered.

The principal of and the premium, if any, on the Series 2020 A Bonds shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of America upon surrender at the principal office of the Paying Agent. Interest on the Series 2020 A Bonds shall be paid by check or draft made payable and mailed to the Registered Owner thereof at his address as it appears in the Bond Register at the close of business on the Record Date, or, if requested, in the case of a Registered Owner of \$1,000,000 or more of the Series 2020 A Bonds, by wire transfer to a domestic bank account specified in writing at least 5 days prior to such interest payment date by such Registered Owner.

In the event any Series 2020 A Bond is redeemed in part, such bond shall be surrendered to and canceled by the Registrar, and the Issuer shall execute, and the Registrar shall authenticate and deliver to the Registered Owner thereof, another Series 2020 A Bond in the principal amount of said Series 2020 A Bond then Outstanding.

Section 3.02. Execution of Bonds. The Series 2020 A Bonds shall be executed in the name of the Issuer by the Chairman, by his or her manual or facsimile signature, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Secretary by his or her manual or facsimile signature; provided, that, all such signatures and the seal may be by facsimile. In case any one or more of the officers who shall have signed or sealed any of the Series 2020 A Bonds shall cease to be such officer of the Issuer before the 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 2020 A 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 3.03. Authentication and Registration. No Series 2020 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in EXHIBIT A - FORM OF SERIES 2020 A BONDS attached hereto and incorporated herein by reference with respect to such respective Series 2020 A Bond, shall have been duly manually executed by the

Registrar. Any such manually executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Series 2020 A Bond has been authenticated, registered and delivered under this Resolution. The Certificate of Authentication and Registration on any Series 2020 A Bond shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2020 A Bonds issued hereunder.

Section 3.04. Negotiability and Registration. Subject to the requirements for transfer set forth below, the Series 2020 A Bonds shall be, and have all of the qualities and incidents of, negotiable instruments under the Uniform Commercial Code of the State, and each successive Registered Owner, in accepting any of said Series 2020 A Bonds, shall be conclusively deemed to have agreed that such Series 2020 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder shall further be conclusively deemed to have agreed that said Series 2020 A Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Series 2020 A Bonds remain Outstanding, the Registrar shall keep and maintain books for the registration and transfer of the Series 2020 A Bonds. The Series 2020 A Bonds shall be transferable only by transfer of registration upon the Bond Register by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or such duly authorized attorney or legal representative. Upon transfer of a Series 2020 A Bond, there shall be issued at the option of the Holder or the transferee another Bond or Bonds of the aggregate principal amount equal to the unpaid amount of the transferred Bond and of the same series, interest rate and maturity of said transferred Bond.

Upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or his attorney or legal representative duly authorized in writing, Series 2020 A Bonds may at the option of the Holder thereof be exchanged for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate, in any authorized denominations.

In all cases in which the privilege of transferring or exchanging a Series 2020 A Bond is exercised, Series 2020 A Bonds shall be delivered in accordance with the provisions of this Resolution. All Series 2020 A Bonds surrendered in any such transfer or exchange shall forthwith be canceled by the Registrar. Transfers of Series 2020 A Bonds, the initial exchange of Series 2020 A Bonds and exchanges of such Bonds in the event of partial redemption of fully registered Bonds shall be made by the Registrar without charge to the Holder or the transferee thereof, except as provided below. For other exchanges of Series 2020 A Bonds, the Registrar may impose a service charge. For every such transfer or exchange of such Bonds, the Registrar may make a charge sufficient to reimburse its office for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such tax or governmental charge, and such service charge for exchange other than the initial exchange or in the event of partial redemption, shall be paid by the person requesting such transfer or exchange as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Registrar shall not be obliged to make any such transfer or exchange of Series 2020 A Bonds that have been called for redemption.

Section 3.05. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2020 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may execute, in its discretion, and the Registrar shall authenticate, register and deliver any new Bond of like series, maturity and principal amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and upon surrender and cancellation of, such mutilated Bond, or in lieu of and substitution for the Bond so destroyed, stolen or lost, and upon the Registered Owner furnishing the Issuer and the Registrar proof of his ownership thereof and that said Bond has been destroyed, stolen or lost and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer or the Registrar may incur. The name of the Registered Owner listed in the Bond Register shall constitute proof of ownership. All Bonds so surrendered shall be submitted to and canceled by the Registrar, and evidence of such cancellation shall be given to the Issuer. If such Bond shall have matured or be about to mature, instead of issuing a substitute Bond the Issuer, by and through the Registrar, may pay the same, upon being indemnified as aforesaid, and, if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this section shall constitute original, additional contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Bonds be at any time found by any one, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source of and security for payment from the Net Revenues pledged herein with all other Bonds issued hereunder.

Section 3.06. Term Bonds. In the event Term Bonds are issued as part of the Series 2020 A Bonds issued pursuant to this Resolution, the following provisions shall apply:

A. The amounts to be deposited, apportioned and set apart by the Issuer from the Revenue Fund and into the Series 2020 A Bonds Redemption Account in accordance with Subsection 4.03(A)(2) shall include (after credit as provided below) on the first of each month, beginning on the first day of that month which is 13 months prior to the first mandatory redemption date of said Term Bonds, a sum equal to 1/12th of the amount required to redeem the principal amount of such Term Bonds which are to be redeemed as of the next ensuing mandatory redemption date, which amounts and dates, if any, with respect to a series of Bonds shall be set forth in the Supplemental Resolution relating thereto.

B. At its option, to be exercised on or before the 60th day next preceding any such mandatory redemption date, the Issuer may (a) deliver to the Registrar for cancellation such Term Bonds in any aggregate principal amount desired or (b) receive a credit in respect of its mandatory redemption obligation for any such Term Bonds which prior to said date have been redeemed (otherwise than pursuant to this section) and canceled by the Registrar and not theretofore applied as a credit against any such mandatory redemption obligation. Each Term Bond so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory redemption date, and Term Bonds delivered in excess of such mandatory redemption obligation shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

C. The Issuer shall on or before the 60th day next preceding each mandatory redemption date furnish the Registrar and the Commission with its certificate indicating whether and to what extent the provisions of (a) and (b) of the preceding paragraph are to be utilized with respect to such

mandatory redemption payment and stating, in the case of the credit provided for in (b) of the preceding paragraph, that such credit has not theretofore been applied against any mandatory redemption obligation.

D. After said 60th day but prior to the date on which the Registrar selects the Term Bonds to be redeemed, the Commission may use the moneys in the Series 2020 A Bonds Redemption Account to purchase Term Bonds at a price less than the par value thereof and accrued interest thereon. The Commission shall advise the Issuer and the Registrar of any Term Bonds so purchased, and they shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory redemption date, and any excess shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

E. The Registrar shall call for redemption, in the manner provided herein, an aggregate principal amount of such Term Bonds, at the principal amount thereof plus interest accrued to the redemption date (interest to be paid from the Sinking Fund), as will exhaust as nearly as practicable such Series 2020 A Bonds Redemption Account payment designated to be made in accordance with paragraph (A) of this section. Such redemption shall be by random selection made on the 45th day preceding the mandatory redemption date, in such manner as may be determined by the Registrar. For purposes of this section, "Term Bonds" shall include any portion of a fully registered Term Bond, in integrals of \$5,000.

Section 3.07. Notice of Redemption. Unless waived by any Registered Owner of the Bonds to be redeemed, official notice of any proposed redemption shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2020 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated and shall state:

- (1) The Redemption Date,
- (2) The Redemption Price,
- (3) If less than all outstanding Series 2020 A Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Series 2020 A Bonds to be redeemed,
- (4) That on the Redemption Date the Redemption Price and interest accrued will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) The place where such Series 2020 A Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Registrar, and
- (6) Such other information, if any, as shall be required for DTC-eligible Bonds.

Prior to any redemption date, the Issuer shall deposit with the Registrar an amount of money sufficient to pay the redemption price of all the Series 2020 A Bonds or portions of such Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Series 2020 A Bonds or portions of such Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Series 2020 A Bonds or portions of such Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

Failure to receive such notice or any defect therein shall not affect the validity of proceedings for the redemption of Series 2020 A Bonds, and failure to provide such notice shall not affect the validity of proceedings for the redemption of any portion of Bonds for which there was no such failure.

Section 3.08. Persons Treated as Owners. The Issuer, the Registrar and any agent of the Issuer or the Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the principal of, and interest on, such Bond for all other purposes, whether or not such Bond is overdue.

Section 3.09. Temporary Bonds. Until Bonds of any series in definitive form are ready for delivery, the Issuer may execute and the Registrar shall authenticate, register, if applicable, and deliver, subject to the same provisions, limitations and conditions set forth in this Article III, one or more printed, or typewritten Bonds in temporary form, substantially in the form of the definitive Bonds of such series, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit created under this Resolution. Upon the presentation and surrender of any Bond in temporary form, the Issuer shall, without unreasonable delay, prepare, execute and deliver to the Registrar, and the Registrar shall authenticate, register, if applicable, and deliver, in exchange therefore, a Bond or Bonds in definitive form. Such exchange shall be made by the Registrar without making any charge therefore to the Holder of such Bond in temporary form.

Section 3.10. Authorization of Bonds. For the purposes of paying in full the entire outstanding principal of and all accrued interest on the Series 2006 Bonds, funding the Series 2020 A Bonds Reserve Account, and paying costs of issuance of the Series 2020 A Bonds and related costs, there shall be issued the Series 2020 A Bonds of the Issuer, in an aggregate principal amount of not more than \$6,200,000. The Series 2020 A Bonds shall be designated "Putnam Public Service District (West Virginia) Sewer Refunding Revenue Bonds, Series 2020 A (Tax-Exempt)" and shall be issued in fully registered form, in denominations of \$5,000 or any integral multiple thereof for any year of maturity (or such other denominations as may be set forth in a Supplemental Resolution), not exceeding the aggregate principal amount of Series 2020 A Bonds maturing in the year of maturity for which the denomination is to be specified. The Series 2020 A Bonds shall be numbered from AR-1 consecutively upward. The

Series 2020 A Bonds shall be dated; shall be in such aggregate principal amount; shall bear interest at such rate or rates, not exceeding the then legally permissible rate, payable semiannually on such dates; shall mature on such dates and in such amounts; shall be subject to such redemption provisions; and shall have such other terms, all as the Issuer shall prescribe herein and in the Supplemental Resolution.

Section 3.11. Book Entry System for Series 2020 A Bonds. The Series 2020 A Bonds (if purchased by the Original Purchaser) shall initially be issued in the form of one fully-registered bond for the aggregate principal amount of the Series 2020 A Bonds of each maturity, and shall be registered in the name of Cede & Co., as nominee of DTC. Notwithstanding anything herein to the contrary contained, so long as the Series 2020 A Bonds are so issued and registered, DTC (or its nominee) shall be treated as the sole Registered Owner for all purposes hereunder. Each Bond shall bear a legend substantially to the following effect "Except as otherwise provided in the Resolution, this global bond may be transferred, in whole but not in part, only to another nominee of DTC (as defined in the Resolution) or to a successor of DTC or to a nominee of a successor of DTC. Unless this certificate is presented by an authorized representative of DTC, to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein."

With respect to Series 2020 A Bonds registered in the records of the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent shall have no responsibility or obligation to any other participant in DTC or to any Person on behalf of whom such a participant in DTC holds a beneficial interest in the Series 2020 A Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any other participant in DTC with respect to any beneficial ownership interest in any Bond, (ii) the delivery to any other participant in DTC or any other Person, other than a Registered Owner, as shown in the records of the Registrar, of any notice with respect to any Series 2020 A Bonds, including without limitation any notice of redemption, tender, purchase or any event which would or could give rise to a tender or purchase right or option with respect to any Bond, (iii) the payment to any other participant in DTC or any other Person, other than a Registered Owner, as shown in the records of the Registrar, of any amount with respect to principal of, premium, if any, or interest on, any Bond, or (iv) any consent given by DTC as Registered Owner. Notwithstanding any other provision of this Resolution to the contrary, the Issuer and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the records of the Registrar as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption, sale, purchase or any event which would or could give rise to a sale or purchase right or option with respect to any Bond for the purpose of making payment of any purchase price of such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Issuer and Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2020 A Bonds and the purchase price of any Bond only to or upon the order of the respective Registered Owners, as shown in the records of the Registrar as provided in this Resolution, or their respective attorneys or legal representatives duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2020 A Bonds to the extent of the sum or sums so paid. No Person other than a Registered Owner, as shown in the records of the Registrar, shall receive a Bond certificate evidencing

the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Resolution.

The Registered Owners have no right to a depository for the Series 2020 A Bonds. The Issuer may remove DTC or any successor thereto for any reason at any time. In such event or in the event DTC shall notify the Issuer that DTC is discontinuing its book-entry system for the Series 2020 A Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (ii) notify DTC of the availability through the DTC of Bond certificates and transfer one or more separate Bond certificates to other participants or beneficial owners as DTC may direct. In such event, the Series 2020 A Bonds shall no longer be restricted to being registered in the records of the Registrar in the name of Cede & Co., as nominee, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names other participants in DTC receiving Series 2020 A Bonds shall designate, in accordance with the provisions of this Resolution. The provisions of this Section applicable to DTC shall apply, mutatis mutandis, to any successor depository performing the same functions hereunder as DTC.

The Issuer represents hereby that it has executed a Letter of Representations, the terms of which are applicable to the issuance of the Series 2020 A Bonds hereunder. Such Letter of Representations is for the purpose of effectuating the Book-Entry Only System only and shall not be deemed to amend, supersede or supplement the terms of this Resolution which are intended to be complete without reference to the Letter of Representations. In the event of any conflict between the terms of the Letter of Representations and the terms of this Resolution, the terms of this Resolution shall control. DTC may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 3.12. Delivery of Series 2020 A Bonds. The Issuer shall execute and deliver the Series 2020 A Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2020 A Bonds to the Original Purchaser upon receipt of the documents set forth below:

- (1) If not registered in the name of DTC or its nominee, a list of the names in which the Series 2020 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;
- (2) A request and authorization to the Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2020 A Bonds to DTC for the benefit of the Original Purchaser;
- (3) Copies of this Resolution and the Supplemental Resolution certified by the Secretary;
- (4) The unqualified approving opinion of Bond Counsel regarding the Series 2020 A Bonds; and
- (5) A copy of such other documents and certificates as the Original Purchaser may reasonably require.

Section 3.13. Form of Series 2020 A Bonds. The definitive Series 2020 A Bonds shall be in substantially the forms set forth in EXHIBIT A – FORM OF SERIES 2020 A BONDS attached hereto and incorporated herein by reference, with such necessary and appropriate omissions, insertions and variations as are approved by those officers executing such Series 2020 A Bonds on behalf of the Issuer and execution thereof by such officers shall constitute conclusive evidence of such approval, and the definitive Series 2020 A Bonds shall have the form of the opinion of Steptoe & Johnson PLLC, as Bond Counsel, attached thereto or printed on the reverse thereof.

Section 3.14. Disposition of Proceeds of Series 2020 A Bonds. Upon the issuance and delivery of the Series 2020 A Bonds, the Issuer shall forthwith deposit the proceeds thereof as follows:

- (1) All interest accrued on Series 2020 A Bonds from the date thereof to the date of delivery thereof shall be deposited in the Series 2020 A Bonds Sinking Fund and applied to payment of interest on the Series 2020 A Bonds at the first interest payment date.
- (2) An amount of the proceeds of the Series 2020 A Bonds equal to the amount, if any, set forth in the Supplemental Resolution shall be remitted to the Commission for deposit in the Series 2020 A Bonds Reserve Account.
- (3) An amount of the proceeds of the Series 2020 A Bonds along with funds in the Series 2006 A Bonds Reserve Account, as set forth in the Certificate of Determinations, shall be remitted to the USDA to pay the outstanding principal of, and any accrued interest on, the Series 2006 A Bonds in full.
- (4) An amount of the proceeds of the Series 2020 A Bonds along with funds in the Series 2006 B Bonds Reserve Account, as set forth in the Certificate of Determinations, shall be remitted to the USDA to pay the outstanding principal of, and any accrued interest on, the Series 2006 B Bonds in full.
- (5) An amount of Series 2020 A Bond proceeds which, together with other monies or securities deposited therein, shall be equal to the Costs of Issuance of the Series 2020 A Bonds shall be deposited with the Depository Bank in the Costs of Issuance Fund and shall be drawn out, used and applied by the Issuer solely to pay costs of issuance of the Series 2020 A Bonds at the written direction of the Issuer. Monies not to be applied immediately to pay such costs of issuance may be invested in accordance with this Resolution, subject however, to applicable yield restrictions as may be in effect under the Code. If for any reason such proceeds, or any part thereof, are not necessary for, or are not applied to such purpose within 120 days following the Closing Date for the Series 2020 A Bonds, such unapplied proceeds shall be transferred by the Issuer to the Series 2020 A Bonds Sinking Fund established in Section 4.02 hereof and applied to the next ensuing payment of interest on the Series 2020 A Bonds. All such proceeds shall constitute a trust fund for such purposes, and there hereby is created a lien upon such monies until so applied in

favor of the Holders of the Series 2020 A Bonds from which such proceeds are derived.

ARTICLE IV

SYSTEM REVENUES; FUNDS AND ACCOUNTS

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

- (1) Revenue Fund (established by the Prior Resolutions);
- (2) Renewal and Replacement Fund (established by the Prior Resolutions);
- (3) Costs of Issuance Fund; and
- (4) Rebate Fund.

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

- (1) Series 1987 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);
- (2) Series 1987 A Reserve Account (established by Prior Resolutions and continued hereby);
- (3) Series 1987 B Bond Sinking Fund (established by Prior Resolutions and continued hereby);
- (4) Series 1987 B Bonds Reserve Account (established by Prior Resolutions and continued hereby);
- (5) Series 1990 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);
- (6) Series 1990 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

- (7) Series 1990 B Bonds Sinking Fund (established by Prior Resolutions and continued hereby);
- (8) Series 1990 B Bonds Reserve Account (established by Prior Resolutions and continued hereby);
- (9) Series 2002 B Bonds Sinking Fund (established by Prior Resolutions and continued hereby);
- (10) Series 2002 B Bonds Reserve Account (established by Prior Resolutions and continued hereby);
- (11) Series 2007 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);
- (12) Series 2007 A Bonds Reserve Account; (established by Prior Resolutions and continued hereby);
- (13) Series 2008 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);
- (14) Series 2008 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);
- (15) Series 2008 B Bonds Sinking Fund (established by Prior Resolutions and continued hereby);
- (16) Series 2008 B Bonds Reserve Account (established by Prior Resolutions and continued hereby);
- (17) Series 2009 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);
- (18) Series 2009 C Bonds Sinking Fund (established by Prior Resolutions and continued hereby);
- (19) Series 2009 C Bonds Reserve Account (established by Prior Resolutions and continued hereby);
- (20) Series 2012 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);
- (21) Series 2013 A Bonds Sinking Fund (established by Prior Resolutions and continued hereby);
- (22) Series 2013 A Bonds Reserve Account (established by Prior Resolutions and continued hereby);

- (23) Series 2013 B Bonds Reserve Account (established by Prior Resolutions and continued hereby);
- (24) Series 2013 C Bonds Reserve Account (established by Prior Resolutions and continued hereby);
- (25) Series 2013 D Bonds Reserve Account (established by Prior Resolutions and continued hereby);
- (26) Series 2013 E Bonds Reserve Account (established by Prior Resolutions and continued hereby);
- (27) Series 2013 F Bonds Reserve Account (established by Prior Resolutions and continued hereby);
- (28) Series 2020 A Bonds Sinking Fund; and
- (29) Series 2020 A Bonds Reserve Account.

Section 4.03. System Revenues and Application Thereof. So long as any of the Series 2020 A Bonds shall be Outstanding and unpaid, the Issuer covenants as follows:

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

- (1) The Issuer shall first, each month, transfer from the Revenue Fund to the Operation and Maintenance Fund the amount necessary to pay the current Operating Expenses of the System.
- (2) The Issuer shall next, each month, simultaneously transfer from the Revenue Fund and remit to (i) the National Finance Office the amounts required by Prior Resolutions to pay interest on the RUS Bonds; (ii) to the Commission the amounts required by Prior Resolutions to pay interest on the Series 1987 A Bonds, Series 1990 A Bonds, Series 2002 B Bonds, Series 2007 A Bonds, Series 2008 A Bonds and Series 2013 A Bonds; and (iii) to the Commission commencing 7 months prior to the first interest payment date of the Series 2020 A Bonds, for deposit in the Series 2020 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on the Series 2020 A Bonds on the next ensuing semiannual interest payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2020 A Bonds Sinking Fund and the next ensuing semiannual interest payment date is more or less than 7 months, then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing semiannual interest payment date, the

required amount of interest coming due on such date; provided further that, the initial amount required to be transferred from the Revenue Fund and deposited in the Series 2020 A Bonds Sinking Fund shall be reduced by the amount of accrued interest on the Series 2020 A Bonds deposited therein, and subsequent amounts required to be transferred from the Revenue Fund and deposited in the Series 2020 A Bonds Sinking Fund shall be reduced by the amount of any earnings credited to the Series 2020 A Bonds Sinking Fund.

(3) The Issuer shall next, each month, simultaneously transfer from the Revenue Fund and remit (i) to the National Finance Office the amounts required by Prior Resolutions to pay principal on the RUS Bonds; (ii) to the Commission the amounts required by Prior Resolutions to pay principal on the Series 1987 A Bonds, Series 1990 A Bonds, Series 2002 B Bonds, Series 2007 A Bonds, Series 2008 A Bonds, Series 2008 B Bonds, Series 2009 C Bonds and Series 2013 A Bonds; and (iii) to the Commission commencing 13 months prior to the first principal payment date or mandatory Redemption Date of the Series 2020 A Bonds, for deposit in the Series 2020 A Bonds Sinking Fund and in the Series 2020 A Bonds Redemption Account therein in the case of the Term Bonds which are to be redeemed, a sum equal to 1/12th of the amount (or 1/6th of the amount if the Series 2020 A Bonds mature semiannually rather than annually) of principal which will mature or be redeemed and become due on the Series 2020 A Bonds on the next ensuing principal payment date or mandatory Redemption Date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2020 A Bonds Sinking Fund and the next ensuing principal payment date or mandatory Redemption Date is more or less than 13 months (or 7 months if the Series 2020 A Bonds mature semiannually rather than annually), then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing principal payment date or mandatory Redemption Date, the required amount of principal coming due on such date, and provided further, that the amount of such deposits shall be reduced by the amount of any earnings credited to the Series 2020 A Bonds Sinking Fund and not previously credited pursuant to the preceding paragraph.

Moneys in the Series 2020 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2020 A Bonds, whether by maturity or redemption prior to maturity. Moneys on deposit in the Series 2020 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest on the Series 2020 A Bonds when the funds on deposit in the Series 2020 A Bonds Sinking Fund are insufficient therefore, and for no other purpose. Pending such use, such moneys shall be invested in accordance with Article V.

The Issuer shall not be required to make any further payments into the Series 2020 A Bonds Sinking Fund when the aggregate amount of funds therein, including the Series 2020 A Bonds Reserve Account therein, is at least equal to the aggregate principal amount of Series 2020 A Bonds then Outstanding, plus the amount of interest due or thereafter to become due on such Bonds then Outstanding.

As and when Additional Parity Bonds ranking on a parity with the Series 2020 A Bonds are issued, provision shall be made for additional deposits 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 thereof.

The payments into the Series 2020 A Bonds Sinking Fund shall be made on the first day of each month, except that, when the first day of any month shall be a Saturday, Sunday or legal holiday, then such payments shall be made on the next succeeding Business Day, and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Resolution.

(4) The Issuer shall next, each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the respective Reserve Accounts for the First Lien Bonds the amounts required by the Prior Resolutions; and (ii) for deposit in the Series 2020 A Bonds Reserve Account an amount sufficient to remedy any decrease in value of the Series 2020 A Bonds Reserve Account below the Series 2020 A Bonds Reserve Account Requirement or any withdrawal from the Series 2020 A Bonds Reserve Account, beginning with the first full calendar month following the date on which (a) the valuation of investments in the Series 2020 A Bonds Reserve Account results in a determination that the amount of moneys and the value of the Qualified Investments deposited to the credit of the Series 2020 A Bonds Reserve Account is less than the Series 2020 A Bonds Reserve Account Requirement, or (b) any amount is withdrawn from the Series 2020 A Bonds Reserve Account for deposit into the Series 2020 A Bonds Sinking Fund. To the extent Gross Revenues and any other legally available funds are available therefore, the amount so deposited shall be used to restore the amount of moneys on deposit in the Series 2020 A Bonds Reserve Account to an amount equal to the Series 2020 A Bonds Reserve Account Requirement to the full extent that such Gross Revenues are available; provided however, that if the shortfall in the Series 2020 A Bonds Reserve Account is due to a decrease in value of investments therein, such shortfall shall be replenished by not less than 6 equal monthly payments, and if such shortfall is due to a withdrawal from the Series 2020 A Bonds Reserve Account, such shortfall shall be replenished by not less than 12 equal monthly payments, and provided further, that no payments shall be required to be made into the Series 2020 A Bonds Reserve Account whenever and as long as the amount on deposit therein shall be equal to the Series 2020 A Bonds Reserve Account Requirement.

Amounts in, or pledged to, the Series 2020 A Bonds Reserve Account shall be used only for the purpose of making payments of principal of and interest on the respective Series 2020 A Bonds when due, jointly, and pro rata, when amounts in the Series 2020 A Bonds Sinking Fund are insufficient therefore and for no other purpose.

(5) The Issuer shall next, each month, transfer from the monies remaining in the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund (as previously set forth in the Prior Resolutions and not in addition thereto), a sum equal to 2.5% 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. Subject to the restrictions contained in the Prior Resolutions, so long as the Prior Bonds are outstanding, withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, or improvements or extensions to the System; provided, that any deficiency in any 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, pro rata, with monies from the Renewal and Replacement Fund.

(6) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and to the Commission the amount required by the Prior Resolutions to pay the principal of the Second Lien Bonds.

(7) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund the amounts required by the Prior Resolutions and remit to the Commission for deposit in the respective Reserve Accounts for the Second Lien Bonds.

(8) After all the foregoing provisions for use of monies in the Revenue Fund have been fully complied with, any monies remaining therein and not permitted to be retained therein may be used to prepay installments of the Bonds, pro rata, or for any lawful purpose of the System.

B. The Commission is hereby designated as the fiscal agent for the administration of the Sinking Funds created or continued hereunder, and the Series 2020 A Bonds Reserve Account, and all amounts required for said Sinking Funds shall be remitted to the Commission from said Revenue Fund and from the proceeds of the sale of the Bonds, by the Issuer at the times and as otherwise provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. Notwithstanding the foregoing, however, the Commission shall deposit all remittances in the fund or account in the priority established by this Resolution.

C. If on any monthly payment date the Net 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 4.03 and the Net Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

D. Principal and interest payments, and any payments made for the purpose of funding the Reserve Accounts, shall be made on a parity basis and pro-rata, with respect to the First Lien Bonds, the Series 2020 A Bonds and any Additional Parity Bonds hereinafter issued, in accordance with the respective principal amounts of each such series of Bonds then Outstanding, if less than the full amount required hereby.

ARTICLE V
INVESTMENTS; ARBITRAGE; TAX CERTIFICATE AND REBATE;
CONTINUING DISCLOSURE CERTIFICATE

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

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

The following specific provisions shall apply with respect to any investments made under this section:

(A) The Issuer shall, or shall cause the Commission to, semiannually transfer from each Reserve Account to the corresponding Sinking Fund any earnings on the moneys deposited therein and any other funds in excess of the applicable Reserve Account Requirement; provided, however, that there shall at all times remain on deposit in each Reserve Account an amount at least equal to the applicable Reserve Account Requirement.

(B) In computing the amount in any fund or account, Qualified Investments shall be valued at the lower of the cost or the market price, exclusive of accrued interest. Valuation of all funds and accounts shall occur annually, except in the event of a withdrawal from a Reserve Account, whereupon it shall be valued immediately after such withdrawal. If amounts on deposit in a Reserve Account shall, at any time, be less than the applicable Reserve Account Requirement, and such deficiency shall be made up from the first available Net Revenues after required deposits to the applicable Sinking Fund and otherwise in accordance with Section 4.03(3).

(C) All amounts representing accrued interest shall be held by the Commission, pledged solely to the payment of interest on the Bonds and invested only in Government Obligations maturing at such times and in such amounts as are necessary to match the interest payments to which they are pledged.

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

Section 5.02. Arbitrage. The Issuer covenants that (i) it will restrict the use of the proceeds of the Series 2020 A Bonds in such manner and to such extent as may be necessary, so that such Series 2020 A Bonds will not constitute "arbitrage bonds" under Section 148 of the Code and Regulations prescribed thereunder, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to the Series 2020 A Bonds) so that the interest on the Series 2020 A Bonds will be and remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 5.03. Tax Certificate and Rebate. The Issuer shall deliver a tax certificate or other similar certificate to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of the Series 2020 A Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2020 A Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Resolution.

The Issuer shall calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, the Issuer shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States. The Issuer shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the System. The Issuer shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be in time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available therefore. The Issuer at its expense, may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis

as the Issuer may deem appropriate in order to assure compliance with this Section 5.03. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 5.03 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the Issuer fails to make such rebates as required, the Issuer shall pay any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 5.04. Continuing Disclosure Certificate. The Issuer shall deliver a continuing disclosure certificate or enter into a continuing disclosure agreement in form acceptable to the Original Purchaser sufficient to ensure compliance with SEC Rule 15c2-12, as in effect on the date of delivery of the Series 2020 A Bonds.

ARTICLE VI **ADDITIONAL COVENANTS OF THE ISSUER**

Section 6.01. Covenants Binding and Irrevocable. All the covenants, agreements and provisions of this Resolution 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 2020 A Bonds, as prescribed by Article VII. In addition to the other covenants, agreements and provisions of this Resolution, the Issuer hereby covenants and agrees with the Holders of the Series 2020 A Bonds as hereinafter provided in this Article VI. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2020 A Bonds or the interest thereon, are Outstanding and unpaid.

Section 6.02. Bonds Not to be Indebtedness of the Issuer. The Series 2020 A Bonds shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness but shall be payable solely from the Net Revenues of the System, the moneys in the Series 2020 A Bonds Sinking Fund and the Series 2020 A Bonds Reserve Account and the unexpended proceeds of the Series 2020 A Bonds, all as herein provided. No Holder or Holders of the Series 2020 A Bonds issued hereunder shall ever have the right to compel the exercise of the taxing power, if any, of the Issuer to pay the Series 2020 A Bonds or the interest thereon.

Section 6.03. Series 2020 A Bonds Secured by Parity Pledge of Net Revenues: Lien Position with Respect to Prior Bonds. The payment of the debt service of all of the Series 2020 A Bonds issued hereunder shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the operation of the System, on a parity with the lien on the Net Revenues in favor of the Holders of the First Lien Bonds and senior and prior to the Second Lien Bonds. The payment of the debt service on the Series 2020 A Bonds shall also be secured by the moneys in the Series 2020 A Bonds Sinking Fund and the Series 2020 A Bonds Reserve Account. The Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Prior Bonds and the Series 2020 A Bonds herein authorized, and to make the payments into the Series 2020 A Bonds Sinking Fund, all moneys and securities in the Series 2020 A Bonds Sinking Fund, and the Series 2020 A Bonds Reserve Account, and all other payments provided for in this Resolution, are hereby irrevocably pledged in the manner provided in this Resolution to the payment of the principal of and interest on the Prior Bonds and the Series 2020 A Bonds herein authorized as the same become due and for the other purposes provided in this Resolution.

Section 6.04. Rates. Prior to the issuance of the Series 2020 A Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Net Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, 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 or schedules 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 Operating Expenses of the System; and (ii) to leave a balance each year equal to at least 115% of the Maximum Annual Debt Service on the Series 2020 A Bonds, and all obligations issued on a parity with, or subordinate to, the Series 2020 A Bonds, including the Prior Bonds, and any Additional Parity Bonds. All such rates and charges, if not paid when due, shall constitute a lien upon the premises served by the System.

The Issuer hereby covenants to commence adoption of such resolution or resolutions as shall be required to increase the rates and charges for the services and facilities of the System within 90 days following a determination of an Independent Certified Public Accountant that less than the above-required coverage exists or in the event that the annual audit report shows less than the above-required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

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

Section 6.06. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of or encumber the System except as provided in the Prior Resolutions. Additionally, so long as the Series 2020 A Bonds are Outstanding, the System may be sold, mortgaged, leased or otherwise disposed of only as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding, or to defease the pledge created by this Resolution and the Prior Resolutions. The proceeds from such sale, mortgage, lease or other disposition of the System shall be immediately remitted to the Commission for deposit in the respective Sinking Funds, and otherwise as prescribed by Section 9.01. Any balance remaining after such defeasance shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the Net 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 is not in excess of \$1,000,000, the Issuer shall, in writing, determine that such property

comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Revenue Fund. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of \$1,000,000 but not in excess of \$10,000,000, the Issuer shall first, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and 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, in excess of \$1,000,000 and not in excess of \$10,000,000, shall be deposited by the Issuer into the Renewal and Replacement Fund. Such payments of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said funds by other provisions of this Resolution.

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 shall be in excess of \$10,000,000 and insufficient to defease the pledge created by this Resolution, as provided by Section 9.01, without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of 60% in amount of 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 6.07. Issuance of Other Obligations Payable out of Revenues and General Covenant Against Encumbrances. The Issuer shall not issue any other obligations whatsoever payable from the Gross Revenues of the System. The Issuer shall not issue any other obligations whatsoever, except Additional Parity Bonds provided for in Section 6.08 hereof, payable from the Net Revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from the Net Revenues with the Series 2020 A Bonds and the Prior Bonds; and all obligations hereafter issued by the Issuer payable from the Net 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 Net Revenues and in all other respects to the Series 2020 A Bonds and the Prior Bonds.

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, except with respect to such Additional Parity Bonds, being on a parity with the lien of the Series 2020 A Bonds and the Prior Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2020 A Bonds and the interest thereon in this Resolution or upon the System or any part thereof.

Section 6.08. Additional Parity Bonds. So long as the Prior Bonds are Outstanding, the limitations and requirements on the issuance of parity obligations set forth in the Prior Resolutions shall be applicable. In addition, no Additional Parity Bonds payable out of the Net Revenues of the System shall be issued after the issuance of any Bonds pursuant to this Resolution, except under the conditions and in the manner herein provided.

No such Additional Parity Bonds shall be issued except for the purpose of financing the costs of the design, acquisition, equipping or construction of extensions, additions, betterments or improvements to the System, refunding all or a portion of one or more series of Bonds issued pursuant hereto, or refunding all, or any portion of the Prior Bonds and any hereinafter issued Additional Parity

Bonds, paying claims which may exist against the revenues or facilities of the System, or all of such purposes.

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

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

The foregoing limitation may be waived or modified by the written consent of the Holders of the RUS Bonds, representing 75% of the then-outstanding principal indebtedness. In the event the foregoing limitation is waived or when the RUS Bonds are no longer Outstanding, the following parity requirement shall be met:

So long as the Series 1987 A Bonds, Series 1987 B Bonds, Series 1990 A Bonds, Series 1990 B Bonds, Series 2002 B Bonds, Series 2007 A Bonds, Series 2008 A Bonds, Series 2008 B Bonds, Series 2009 B Bonds, Series 2009 C Bonds, Series 2013 A Bonds, Series 2013 B Bonds, or Series 2020 A Bonds are outstanding, no such Additional Parity Bonds shall be issued at any time, however, unless and until there has been procured a written statement by an Independent Certified Public Accountant, reciting the conclusion that the Net Revenues actually derived from the System during any 12 consecutive months in the 18 months immediately preceding the date of the actual issuance of such Additional 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 Additional Parity Bonds, if any, shall not be less than 115% of the Maximum Annual Debt Service on the following:

- (1) The Prior Bonds then Outstanding;
- (2) The Series 2020 A Bonds then Outstanding;
- (3) Any Additional Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution then Outstanding; and
- (4) The Additional Parity Bonds then proposed to be issued.

Notwithstanding the foregoing, the Issuer shall be permitted to issue bonds which refund any Outstanding Series 2020 A Bonds, any Additional Parity Bonds hereafter issued or any Prior Bonds if, prior to the issuance of such refunding bonds, the Issuer shall have provided: (i) a verification report of an Independent Certified Public Accountant concluding that present value debt service savings shall be realized by the Issuer as a result of such refunding, after taking into account all costs of issuance of such refunding bonds, and (ii) a certificate of an Independent Certified Public Accountant reciting the conclusion that the estimated average increased annual Net Revenues to be received in each of the 3

succeeding years after the issuance of such refunding bonds shall not be less than 115% of the Maximum Annual Debt Service on the following:

- (1) The Prior Bonds Outstanding after such refunding;
- (2) The Series 2020 A Bonds Outstanding after such refunding;
- (3) Any Additional Parity Bonds theretofore issued pursuant to the provisions contained in this Resolution which shall be Outstanding following such refunding; and
- (4) The Additional Parity Bonds for such refunding 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 the improvements to be financed by such Additional Parity Bonds and any increase in rates adopted by the Issuer, the time for appeal of which shall have expired (without successful appeal), prior to the date of delivery of such Additional Parity Bonds, and shall not exceed the amount to be stated in the aforementioned certificate of an Independent Certified Public Accountant, procured by the Issuer prior to the issuance of such Additional 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 an Independent Certified Public Accountant, as stated in a certificate, on account of increased rates, rentals, fees and charges for the System adopted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to issuance of such Parity Bonds and as a result of any capital improvements, additions, betterments or extensions to the System.

The term "Additional Parity Bonds," as used in this section, shall be deemed to mean additional Bonds issued under the provisions and within the limitations of this section, payable from the Net Revenues of the System on a parity with the Series 2020 A Bonds, and all the covenants and other provisions of this Resolution (except as to details of such Additional Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Series 2020 A Bonds, the Prior Bonds and the Holders of any Additional Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. All the Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Net Revenues of the System, and their source of and security for payment from said Net Revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created by this Resolution required for and on account of such additional parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Resolution.

The term "Additional Parity Bonds," as used in this section, shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien on the Net Revenues of the System of which is subject to the prior and superior lien of the Bonds on such Net Revenues. The Issuer shall not issue any obligations whatsoever payable from the Net Revenues of the System, or any part thereof, which rank prior to or equally, as to lien and source of and security for payment from such

Net Revenues, with the Series 2020 A Bonds, except in the manner and under the conditions provided in this section.

No Additional Parity Bonds, as in this section defined, shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Resolution on account of the Bonds then Outstanding, if any (excluding the Renewal and Replacement Fund), and any other payments provided for in this Resolution shall have been made in full as required to the date of delivery of the Additional Parity Bonds.

Provided, however, that if the most recent audit by an Independent Certified Public Accountant for the Issuer states that the Issuer was not in compliance with the rate covenant in Section 6.04 of this Resolution for the year being audited and the Issuer has, as required by Section 6.04, initiated the process of implementing a rate increase sufficient to comply with Section 6.04, such statement in the most recent audit shall not be considered a violation of the covenants, agreements and terms of this Resolution, so as to prevent the Issuer from issuing Additional Parity Bonds under this Section 6.08.

Notwithstanding any other provisions set forth in this Resolution, the District may issue Additional Parity Bonds without compliance with any other conditions of the Resolution for the purpose of refunding prior to maturity all or a portion of any issue or series of the Series 2020 A Bonds, Prior Bonds or any hereinafter issued Additional Parity Bonds ("Refunding Bonds"), provided that the annual debt service required on account of the Refunding Bonds and the Series 2020 A Bonds, Prior Bonds, any hereinafter issued Additional Parity Bonds which are not refunded shall not be greater in any year in which the Series 2020 A Bonds, Prior Bonds, any hereinafter issued Additional Parity Bonds not refunded and the Refunding Bonds are to be Outstanding than the annual debt service required in such year if the Bonds to be refunded were not so refunded.

Section 6.09. Insurance and Bonds. The Issuer hereby covenants and agrees, that so long as the Series 2020 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance and bonds and worker's compensation coverage with a reputable insurance carrier or carriers or bonding company or companies covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the greater of the fair appraised value or the original cost thereof. In the time of war the Issuer will also carry and maintain insurance to the extent available against risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged and destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund.

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

C. WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR

COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Issuer and such payment bonds will be filed with the Clerk of the County Commission of the County in which such work is to be performed prior to commencement of construction of any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

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

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

F. FIDELITY BONDS will be provided as to every officer and employee of the Issuer 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.

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

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

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

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

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

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

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

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

Section 6.15. Operating Budget. The Issuer shall annually, at least 30 days preceding the beginning of each Fiscal Year, or at such earlier date required by State law, prepare and adopt by resolution a detailed budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year. The Issuer shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of Bonds or anyone acting for and in behalf of such Holder who requests the same.

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

A. **PRIVATE BUSINESS USE LIMITATION.** The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2020 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on such Series 2020 A Bonds during the term thereof is, under the terms of such Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2020 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2020 A Bonds during the terms thereof is, under the terms of such Series 2020 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2020 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the System, or if the Series 2020 A Bonds are for the purpose of financing more than one project, a portion of the System, and shall not exceed the proceeds used for the governmental use of that portion of the System to which such Private Business Use is related.

B. **PRIVATE LOAN LIMITATION.** The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2020 A Bonds or \$5,000,000 are used, directly or indirectly, to make or finance a loan to persons other than state or local government units.

C. **FEDERAL GUARANTEE PROHIBITION.** The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2020 A Bonds to be directly or indirectly "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. **INFORMATION RETURN.** The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2020 A Bonds and the interest thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. **FURTHER ACTIONS.** The Issuer will take all actions that may be required of it so that the interest on the Series 2020 A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 6.17. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2020 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon the issuance of the Series 2020 A Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the First Lien Bonds and senior and prior to the Second Lien Bonds.

Section 6.18. Continuing Disclosure. In order to provide the written undertaking for the benefit of the owners of the Series 2020 A Bonds required of the Original Purchaser by the Securities and Exchange Commission Rule 15c2-12, the Issuer shall enter into a Continuing Disclosure Agreement in such form as may be approved by the Supplemental Resolution, and the Chairman is authorized and

directed to execute and deliver such Continuing Disclosure Agreement on behalf of the Issuer, with such changes as the Chairman shall approve, such approval to be conclusively evidenced by the execution of such Agreement by the Chairman.

Section 6.19. Preliminary Official Statement; Official Statement. The distribution of the Preliminary Official Statement with respect to the Series 2020 A Bonds shall be and the same is hereby approved. The form of the Preliminary Official Statement shall be in such form as may be approved by the Supplemental Resolution. The Chairman is hereby authorized and directed to execute and deliver a final official statement on behalf of the Issuer, which shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be required to reflect the terms of the sale of the Series 2020 A Bonds and as the Chairman may approve (the "Official Statement"). The execution of the Official Statement by the Chairman shall be conclusive evidence of such approval. Copies of the Official Statement are hereby authorized to be prepared and furnished to the Original Purchaser for distribution.

ARTICLE VII **DEFAULTS AND REMEDIES**

Section 7.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2020 A Bonds:

- (A) If default by the Issuer occurs in the due and punctual payment of the principal of or interest on any Bond;
- (B) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part in this Resolution or any Supplemental Resolution or in the Bonds contained, and such default shall have continued for a period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by any Registered Owner of any Bond;
- (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 the Issuer defaults on the Prior Bonds or the Prior Resolutions.

Section 7.02. Enforcement. Upon the happening and continuance of any Event of Default, any Registered Owner of any Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his rights, provided, that all rights and remedies of the Registered Owners of the Series 2020 A Bonds shall be on a parity with those of the Registered Owners of the Prior Bonds, and, in particular:

- (A) Bring suit for any unpaid principal or interest then due;
- (B) By mandamus or other appropriate proceeding enforce all rights of the Registered Owners, including the right to require the Issuer to perform its duties under the Act and this Resolution;

(C) Bring suit upon the Bonds;

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

(E) By action or bill in equity enjoin any acts in violation of this Resolution or the rights of the Registered Owners of the Bonds; provided, that all rights and remedies of the Registered Owners of the Series 2020 A Bonds shall be on a parity with those of the Registered Owners of the Prior Bonds.

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

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

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

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

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

Whenever all that is due upon the Series 2020 A Bonds issued pursuant to this Resolution and interest thereon and under any covenants of this Resolution for reserve, sinking or other funds and accounts and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Resolution shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

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

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

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

ARTICLE VIII

REGISTRAR, PAYING AGENT AND DEPOSITORY BANK

Section 8.01. Appointment of Registrar, Paying Agent and Depository Bank. The Registrar, Paying Agent and Depository Bank (collectively, the "Fiduciaries") for the Series 2020 A Bonds shall be appointed pursuant to the Supplemental Resolution. The Issuer is hereby authorized and directed to enter into an agreement with the Fiduciaries, the substantial form of which agreement is to be approved by Supplemental Resolution.

Section 8.02. Responsibilities of Fiduciaries. The recitals of fact in the Series 2020 A Bonds shall be taken as statements of the Issuer, and the Fiduciaries shall not be responsible for their accuracy. The Fiduciaries shall not be deemed to make any representation as to, and shall not incur any liability on account of, the validity of the execution of any Series 2020 A Bonds by the Issuer. Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its Certificate of Authentication on the Series 2020 A Bonds. The Fiduciaries and any successor thereto shall agree to perform all the duties and responsibilities spelled out in this Resolution and any other duties and responsibilities incident thereto, all as provided by said agreement described in Section 8.01.

Section 8.03. Evidence on Which Fiduciaries May Act. Except as otherwise provided by Section 10.02, the Fiduciaries shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion or other document believed by them to be genuine and to have been signed or presented by the proper party or parties. Whenever any Fiduciary shall deem it necessary or desirable that

a fact or matter be proved or established prior to taking or suffering any action, such fact or matter, unless other evidence is specifically prescribed, may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Issuer, but in its discretion such Fiduciary may instead accept other evidence of such fact or matter.

Section 8.04. Compensation and Expenses. The Issuer shall pay to the Fiduciaries from time to time reasonable compensation for all services, including the transfer of registration of Series 2020 A Bonds, the first exchange of Series 2020 A Bonds and the exchange of Series 2020 A Bonds in the event of partial redemption, incurred in the performance of their duties hereunder.

Section 8.05. Certain Permitted Acts. The Registrar may become the owner of or may deal in Series 2020 A Bonds as fully and with the same rights it would have if it were not Registrar. To the extent permitted by law, the Registrar may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Registered Owners or effect or aid in any reorganization growing out of the enforcement of the Series 2020 A Bonds or this Resolution, whether or not any such committee shall represent the Registered Owners of a majority in principal amount of the Series 2020 A Bonds Outstanding.

Section 8.06. Resignation of Registrar. The Registrar may at any time resign and be discharged of its duties and obligations under this Resolution by giving not less than 60 days' written notice to the Issuer. Such resignation shall take effect upon the day specified in such notice unless a successor shall have been previously appointed by the Issuer or bondholders, in which event such resignation shall take effect immediately.

Section 8.07. Removal. The Registrar may be removed at any time by the Issuer or by the Registered Owners of a majority in principal amount of the Series 2020 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed and duly acknowledged by the Issuer or by such Registered Owners or their attorneys duly authorized in writing and delivered to the Issuer, as the case may be. Copies of each such instrument shall be delivered by the Issuer to the Registrar.

Section 8.08. Appointment of Successor. In case at any time the Registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Registrar or of its property shall be appointed, or if any public officer or court shall take charge or control of the Registrar or of its property or affairs, a successor may be appointed by the Registered Owners of a majority in principal amount of the Series 2020 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such Registered Owners or their attorneys duly authorized in writing and delivered to the Issuer and such successor Registrar, notification thereof being given to the predecessor Registrar. Pending such appointment, the Issuer shall forthwith appoint a Registrar to fill such vacancy until a successor Registrar shall be appointed by such Registered Owners. Any successor Registrar appointed by the Issuer shall, immediately and without further act, be superseded by a Registrar appointed by such Registered Owners. If in a proper case no appointment of a successor Registrar shall be made within 45 days after the Registrar shall have given to the Issuer written notice of resignation or after the occurrence of any other event requiring such appointment, the Registrar or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Any Registrar appointed under the provisions of this section shall be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Resolution.

Section 8.09. Transfer of Rights and Property to Successor. Any predecessor Registrar or Paying Agent shall pay over, assign and deliver any moneys, books and records held by it and relating to the Series 2020 A Bonds to its successor.

Section 8.10. Merger or Consolidation. Any company into which the Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Registrar or any public officer or court may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Registrar without the execution or filing of any paper or the performance of any further act; provided, however, that such company shall be a bank, trust company or national banking association meeting the requirements set forth in Section 8.08.

Section 8.11. Adoption of Authentication. In case any of the Series 2020 A Bonds shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate of Authentication and Registration executed by any predecessor Registrar and deliver such Series 2020 A Bonds so authenticated, and, in case any Series 2020 A Bonds shall have been prepared but not authenticated, any successor Registrar may authenticate such Series 2020 A Bonds in the name of the predecessor Registrar or in its own name.

Section 8.12. Paying Agent. The West Virginia Municipal Bond Commission shall initially serve as Paying Agent. Any alternate Paying Agent must be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Resolution. Such alternate Paying Agent shall signify its acceptance of the duties and obligations imposed upon it pursuant hereto by executing and delivering to the Issuer a written acceptance thereof. Any successor Paying Agent shall take such actions as may be necessary to ensure that the Series 2020 A Bonds shall be and remain DTC-Eligible.

Each Paying Agent shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by such Paying Agent in connection with such services solely from monies available therefor.

Any bank, trust company or national banking association with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Resolution. If the position of Paying Agent shall become vacant for any reason, the Issuer shall, within 30 days thereafter, appoint a bank, trust company or national banking association located in the same city as such Paying Agent to fill such vacancy; provided, however, that, if the Issuer shall fail to appoint such Paying Agent within said period, the Bond Commission, a court of competent jurisdiction or a majority of the Bondholders may make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in this Article VIII with respect to the Registrar, insofar as such provisions may be applicable.

Notice of the appointment of successor or additional Paying Agents or fiscal agents shall be given in the same manner as provided by Section 8.08 hereof with respect to the appointment of a successor Registrar.

All monies received by the Paying Agents shall, until used or applied as provided in this Resolution, be held in trust for the purposes for which they were received.

ARTICLE IX

DEFEASANCE; DISCHARGE OF PLEDGE OF RESOLUTION

Section 9.01. Defeasance; Discharge of Pledge of Resolution. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Registered Owners of all Series 2020 A Bonds the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then this Resolution and the pledges of the Net Revenues and other moneys and securities pledged hereunder, and all covenants, agreements and other obligations of the Issuer on behalf of the Registered Owners of the Series 2020 A Bonds made hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied.

Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due the respective principal of and interest on such Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 2020 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or an escrow trustee either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Commission or said escrow trustee at the same or earlier time shall be sufficient, to pay when due the principal of, any redemption premium on and interest due and to become due on said Series 2020 A Bonds on and prior to the maturity date thereof, or if the Issuer irrevocably determines to redeem any of said Series 2020 A Bonds prior to the maturity thereof, on and prior to said redemption date. Neither securities nor moneys deposited with the Commission or an escrow trustee pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Series 2020 A Bonds; provided, that any cash received from such principal, redemption premium, if any, and interest payments on such securities deposited with the Commission or said escrow trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal of and redemption premium, if any, and interest to become due on said Bonds on and prior to such maturity or redemption dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or said escrow trustee, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE X

MISCELLANEOUS

Section 10.01. Amendment of Resolution. This Resolution and any Supplemental Resolution may be amended or modified without the consent of any Registered Owner or other person, solely for the purpose of maintaining the tax-exempt status of the Series 2020 A Bonds. Otherwise, no materially adverse amendment or modification to this Resolution, or of any Supplemental Resolution, may be made without the written consent of the Registered Owners, or their authorized representative, of 60% in aggregate principal amount of the Series 2020 A Bonds then Outstanding and affected thereby,

before any such modification or amendment may be made. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter the terms of payment of the principal of or interest on, any Series 2020 A Bond without the express written consent of the Registered Owner of such Bond, nor reduce the percentage of Series 2020 A Bonds required for consent to any such modification or amendment.

Section 10.02. Evidence of Signatures of Registered Owners and Ownership of Series 2020 A Bonds. Any request, consent, revocation of consent or other instrument which this Resolution may require or permit to be signed and executed by Registered Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Registered Owners in person, by their attorneys duly authorized in writing or their authorized representative. Proof of the execution of any such instrument, or of an instrument appointing or authorizing any such attorney or authorized representative, shall be sufficient for any purpose of this Resolution if made in the following manner, or in any other manner satisfactory to the Issuer or the Registrar, as the case may be, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

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

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

C. The amount of fully registered Series 2020 A Bonds held by a person executing any instrument as a Registered Owner, the date of his holding such Series 2020 A Bonds and the numbers and other identification thereof, shall be confirmed by the Bond Register.

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

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

Section 10.04. Cancellation of Series 2020 A Bonds. All Series 2020 A Bonds purchased or paid shall, if surrendered to the Issuer, be canceled and delivered to the Registrar, or, if surrendered to the Registrar, be canceled by it. No such Series 2020 A Bonds shall be deemed Outstanding under this Resolution and no Series 2020 A Bonds shall be issued in lieu thereof. All such Series 2020 A Bonds shall be canceled and upon order of the Issuer shall be destroyed, and a certificate evidencing such destruction shall be delivered to the Issuer.

Section 10.05. Failure to Present Series 2020 A Bonds. Anything in this Resolution to the contrary notwithstanding, any moneys held by the Commission or a Paying Agent in trust for the payment and discharge of any of the Series 2020 A Bonds which remain unclaimed for 1 year after the date on which such Series 2020 A Bonds have become due and payable, whether by maturity or upon call for redemption, shall at the written request of the Issuer be paid by the Commission or said Paying Agent to the Issuer as its absolute property and free from trust, and the Commission or said Paying Agent shall thereupon be released and discharged with respect thereto, and the Registered Owners of such Series 2020 A Bonds shall look only to the Issuer for the payment of such Series 2020 A Bonds; provided, however, that, before making any such payment to the Issuer, the Registrar, if so advised by the Commission, or said Paying Agent shall send to the Registered Owner, at the address listed on the Bond Register, by certified mail, a notice that such moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of such notice is mailed, the balance of such moneys then unclaimed will be returned to the Issuer.

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

ISSUER:

Putnam Public Service District
P.O. Box 860
Scott Depot, West Virginia 25560
Attention: Chairman

PAYING AGENT:

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

REGISTRAR

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

DEPOSITORY BANK:

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

ORIGINAL PURCHASER:

Crews & Associates, Inc.
300 Summers Street
Charleston, West Virginia 25301
Attention: Senior Managing Director

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

Section 10.07. No Personal Liability. No member of the Board or officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest on any Series 2020 A Bond, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Resolution.

Section 10.08. Law Applicable. The laws of the State shall govern the construction of this Resolution and of all Series 2020 A Bonds issued hereunder.

Section 10.09. Parties Interested Herein. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2020 A Bonds and the Original Purchaser, any right, remedy or claim under or by reason of this Resolution. All the covenants, stipulations, promises and agreements contained in this Resolution by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2020 A Bonds and the Original Purchaser.

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

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

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

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

adoption. Section 10.14. Effective Date. This Resolution shall take effect immediately upon

Adopted this 28th day of January, 2020

PUTNAM PUBLIC SERVICE DISTRICT

A handwritten signature in cursive script, appearing to read "M. C. Stul", written over a horizontal line.

Chairman

CERTIFICATION

Certified a true, correct and complete copy of a Resolution duly adopted by PUTNAM
PUBLIC SERVICE DISTRICT on January 28, 2020.

Dated: March 31, 2020.

[SEAL]


Secretary

EXHIBIT A
FORM OF SERIES 2020 A BOND

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-_____

\$ _____

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
SEWER REFUNDING REVENUE BOND, SERIES 2020 A (TAX-EXEMPT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>BOND DATE</u>	<u>CUSIP NO.</u>
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on _____ 1 and _____ 1, in each year, beginning _____ 1, 20____ (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is

provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each _____ 15 and _____ 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by _____, _____, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$_____ designated "Putnam Public Service District (West Virginia) Sewer Refunding Revenue Bonds, Series 2020 A (Tax-Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated _____, 2020, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2006 A Bonds, (ii) to finance the costs of currently refunding the Issuer's Series 2006 B Bonds; (iii) to fund the Series 2020 A Bonds Reserve Account, and (iv) to pay certain costs of issuance of the Series 2020 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a resolution duly adopted by the Issuer on _____, 2020, and supplemented by supplemental resolution adopted by the Issuer on _____, 2020, (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on or after _____, _____ are subject to redemption prior to maturity at the option of the Issuer on and after _____, _____, in whole or in part at any time, in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at the following redemption prices (expressed as percentages of the principal amount of Bonds to be redeemed), plus interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed

Redemption

<u>(Dates Inclusive)</u>		<u>Price</u>
_____	to _____	\$ _____
_____	to _____	\$ _____
_____	to _____	\$ _____

(B) Mandatory Sinking Fund Redemption. The Bonds maturing on _____, are subject to annual mandatory redemption prior to maturity by random selection on _____ of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

<u>Bonds Maturing</u>	
<u>Year ()</u>	<u>Principal Amount</u>

<u>Bonds Maturing</u>	
<u>Year ()</u>	<u>Principal Amount</u>

* Final Maturity

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2020 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THE ISSUER WILL HAVE THE FOLLOWING OUTSTANDING OBLIGATIONS WHICH WILL RANK ON A PARITY WITH, OR JUNIOR AND SUBORDINATE TO, THE SERIES 2020 A BONDS AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT BEING THE ISSUER'S:

1. SEWER REVENUE BONDS, SERIES 1987 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 12, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$878,743, FORMERLY TOWN OF POCA SEWER REVENUE BONDS, SERIES 1987 A, DATED MARCH 12, 1987 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$878,743 (THE "SERIES 1987 A BONDS");

2. SEWER REVENUE BONDS, SERIES 1987 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 12, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$215,535, FORMERLY THE TOWN OF POCA SEWER REVENUE BONDS, SERIES 1987 B, DATED MARCH 12, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$215,535 (THE "SERIES 1987 B BONDS");

3. SEWER REVENUE BONDS, SERIES 1990 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED FEBRUARY 23, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$214,969, FORMERLY THE TOWN OF POCA SEWER REVENUE BONDS, SERIES 1990 A, DATED FEBRUARY 23, 1990 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$214,969 (THE "SERIES 1990 A BONDS");

4. SEWER REVENUE BONDS, SERIES 1990 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED FEBRUARY 23, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$10,031, FORMERLY THE TOWN OF POCA SEWER REVENUE BONDS, SERIES 1990 B, DATED FEBRUARY 23, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$10,031 (THE "SERIES 1990 B BONDS");

5. SEWER REVENUE BONDS, SERIES 2002 B (WEST VIRGINIA SRF PROGRAM), DATED MARCH 7, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,422,000 (THE "SERIES 2002 B BONDS");

6. SEWER REVENUE BONDS, SERIES 2007 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 19, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,330,000 (THE "SERIES 2007 A BONDS");

7. SEWER REVENUE BONDS, SERIES 2008 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,680,000 (THE "SERIES 2008 A BONDS");

8. SEWER REVENUE BONDS, SERIES 2008 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JUNE 6, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$509,000 (THE "SERIES 2008 B BONDS");

9. SEWER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JUNE 26, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,520,000 (THE "SERIES 2009 A BONDS");

10. SEWER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA SRF PROGRAM/ARRA), DATED OCTOBER 29, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,050,000 (THE "SERIES 2009 B BONDS");

11. SEWER REVENUE BONDS, SERIES 2009 C (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 29, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,050,500 (THE "SERIES 2009 C BONDS");

12. SEWER REVENUE BONDS, SERIES 2012 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 23, 2012, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$525,600, FORMERLY TOWN OF POCA SEWER REVENUE BONDS, SERIES 2012 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 23, 2012, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$525,600 (THE "SERIES 2012 A BONDS");

13. SEWER REFUNDING REVENUE BONDS, SERIES 2013 A (TAX-EXEMPT), DATED JULY 11, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$7,700,000 (THE "SERIES 2013 A BONDS");

14. SEWER REVENUE BONDS, SERIES 2013 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JUNE 27, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$6,000,000 (THE "SERIES 2013 B BONDS");

15. SEWER REVENUE BONDS, SERIES 2013 C (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JUNE 27, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$6,930,000 (THE "SERIES 2013 C BONDS");

16. SEWER REVENUE BONDS, SERIES 2013 D (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JUNE 27, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$564,800 (THE "SERIES 2013 D BONDS");

17. SEWER REVENUE BONDS, SERIES 2013 E (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JUNE 27, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,241,000 (THE "SERIES 2013 E BONDS"); AND

18. SEWER REVENUE BONDS, SERIES 2013 F (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JUNE 27, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,500,000 (THE "SERIES 2013 F BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

THE SERIES 1987 A BONDS, SERIES 1990 A BONDS, SERIES 2002 B BONDS, SERIES 2007 A BONDS, SERIES 2008 A BONDS, SERIES 2008 B BONDS, SERIES 2009 A BONDS, SERIES 2009 B BONDS, SERIES 2009 C BONDS, SERIES 2012 A BONDS, SERIES 2013 A BONDS, SERIES 2013 B BONDS, SERIES 2013 C BONDS, SERIES 2013 D BONDS, SERIES 2013 E BONDS AND SERIES 2013 F BONDS (COLLECTIVELY, THE "FIRST LIEN BONDS") ARE PAYABLE FROM AND SECURED BY A FIRST LIEN ON THE NET REVENUES (AS HEREIN DEFINED) OF THE SYSTEM. THE SERIES 1987 B BONDS AND SERIES 1990 B BONDS (COLLECTIVELY,

THE "SECOND LIEN BONDS") ARE SECURED BY A JUNIOR AND SUBORDINATE LIEN ON THE NET REVENUES OF THE SYSTEM.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 First Lien Bonds and senior and prior to the Second Lien Bonds and from moneys in the Series 2020 A Bonds Sinking Fund and the Series 2020 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2020 A 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 shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2020 A Bonds Sinking Fund and the Series 2020 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses of the System and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding Series 2006 Bonds, fund a reserve account for the Series 2020 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

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

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

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

Chairman

ATTEST:

Secretary

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

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

Dated: _____, 20 ____.

as Registrar

By _____
Its Authorized Officer

(Form of)
ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____

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

_____ the within Bond and
does hereby irrevocably constitute and appoint

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

Dated: _____, 20____.

SIGNATURE GUARANTEED:

(Bank, Trust Company or Firm)

(Authorized Officer)

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

Putnam Public Service District
Sewer Refunding Revenue Bonds, Series 2020 A (Tax Exempt)

SUPPLEMENTAL PARAMETERS RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING PARAMETERS AS TO THE PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES AND OTHER TERMS OF THE SEWER REFUNDING REVENUE BONDS, SERIES 2020 A OF PUTNAM PUBLIC SERVICE DISTRICT; AUTHORIZING AND APPROVING THE SALE AND DELIVERY OF SUCH BONDS TO THE ORIGINAL PURCHASER; APPOINTING A REGISTRAR AND PAYING AGENT FOR SUCH BONDS; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, Putnam Public Service District (the "Issuer") in the County of Putnam, State of West Virginia, is a public service district and political subdivision of said State, the governing body of which is its public service board (the "Governing Body");

WHEREAS, the Governing Body has duly adopted and officially adopted on January 28, 2020, a Resolution (the "Resolution") entitled:

A RESOLUTION AUTHORIZING THE CURRENT REFUNDING OF THE ISSUER'S OUTSTANDING SEWER REVENUE BONDS, SERIES 2006 A AND SEWER REVENUE BONDS, SERIES 2006 B BONDS, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, AND PAYING COSTS OF ISSUANCE AND RELATED COSTS, THROUGH THE ISSUANCE OF SEWER REFUNDING REVENUE BONDS, SERIES 2020 A (TAX EXEMPT) OF THE PUTNAM PUBLIC SERVICE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$6,200,000, PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX CERTIFICATE, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; 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 meaning set forth in the Resolution when used herein;

WHEREAS, the Resolution provides for the issuance by the Issuer of its Sewer Refunding Revenue Bonds, Series 2020 A (Tax Exempt) in an aggregate principal amount not to exceed \$6,200,000 (the "Series 2020 A Bonds") in accordance with Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act");

WHEREAS, the Issuer is advised that current market conditions are such that interest savings would be realized from the current refunding of its outstanding Sewer Revenue Bonds, Series 2006 A (United States Department of Agriculture), dated May 12, 2006, issued in the original aggregate principal amount of \$4,946,000 (the "Series 2006 A Bonds"), and Sewer Revenue Bonds, Series 2006 B (United States Department of Agriculture), dated May 12, 2006, issued in the original aggregate principal amount of \$2,104,000 (the "Series 2006 B Bonds"), (collectively, the "Series 2006 Bonds"); and the Issuer has determined that it is currently in the best interest of its customers to currently refund the Series 2006 Bonds through the issuance of its Series 2020 A Bonds;

WHEREAS, the Resolution further provided that the exact dates, amounts, maturities, interest rates, redemption provisions, purchase price and other terms of the Series 2020 A Bonds should be established by Supplemental Resolution and/or a Certificate of Determinations, that a Registrar, Paying Agent and Depository Bank be designated, that a Bond Purchase Agreement, a Continuing Disclosure Certificate, a Registrar Agreement, Prepayment Agreement, if any, and an Official Statement be approved and that other matters pertaining to the Series 2020 A Bonds be provided for by a Supplemental Resolution of the Governing Body and/or a Certificate of Determinations, that additional covenants and provisions relating to the Series 2020 A Bonds be provided therein, and that other matters pertaining to the Series 2020 A Bonds be provided for by a Supplemental Resolution of this Governing Body and/or a Certificate of Determinations;

WHEREAS, the Series 2020 A Bonds are proposed to be purchased by Crews & Associates, Inc., Charleston, West Virginia (the "Original Purchaser"), pursuant to a Bond Purchase Agreement between the Original Purchaser and the Issuer, to be dated the date of execution thereof (the "Bond Purchase Agreement");

WHEREAS, the Governing Body desires to adopt a tax compliance policy attached hereto as Exhibit B regarding the Series 2020 A Bonds (the "Tax Compliance Policy");

WHEREAS, the Governing Body desires to adopt a Continuing Disclosure Policy attached hereto as Exhibit C (the "CDP");

WHEREAS, the Governing Body has determined that, in order to obtain the best possible savings for the Issuer in the current interest rate environment, the Chairman shall be empowered and authorized to execute the Bond Purchase Agreement, within the parameters set forth herein, at such time as the Chairman shall determine most advantageous to the Issuer, or not at all; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental parameters resolution (the "Supplemental Parameters Resolution") be adopted, that the Bond Purchase Agreement, the Continuing Disclosure Certificate, the Tax Certificate, and the Registrar Agreement hereinafter provided for be approved by the Issuer, that the Official Statement relating to the Series 2020 A Bonds, hereinafter described, be approved, that the Chairman be authorized to enter into the Bond

Purchase Agreement within the parameters hereby approved by the Governing Body, and that other matters relating to the Series 2020 A Bonds be herein provided for all in accordance with the Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF PUTNAM PUBLIC SERVICE DISTRICT:

Section 1. For the purposes of (i) paying the entire outstanding principal balance of and all accrued interest on the 2006 A Bonds; (ii) paying the entire outstanding principal balance of and all accrued interest on the Series 2006 B Bonds; (iii) funding a debt service reserve account for the Series 2020 A Bonds; and (iv) paying costs of issuance of the Series 2020 A Bonds and related costs, the Governing Body of the Issuer hereby authorizes and orders the issuance of the Series 2020 A Bonds in an aggregate principal amount not to exceed \$6,200,000.

Section 2. Pursuant to the Resolution and the Act, this Supplemental Parameters Resolution is adopted and there are hereby authorized and ordered to be issued the Series 2020 A Bonds. The Series 2020 A Bonds shall be issued in the aggregate principal amount not to exceed \$6,200,000 bear interest at a rate not to exceed 6.0%, payable semiannually, shall be dated such date, upon original issuance, shall mature in such principal amounts on such dates (with final maturity no later than May 12, 2046), shall be subject to such redemption provisions, all as shall subsequently be approved by the Chairman pursuant to the execution and delivery by the Chairman of a Certificate of Determinations with respect to the Series 2020 A Bonds, dated the date of the Bond Purchase Agreement, the form of which is attached hereto as EXHIBIT A and approved hereby (the "Certificate of Determinations"); and shall be substantially in the form set forth in the Resolution, provided however, that the specific terms of the Series 2020 A Bonds shall be as determined by the Chairman at the time of the execution of the Bond Purchase Agreement and as approved by the Chairman in the Certificate of Determinations. All other provisions relating to the Series 2020 A Bonds shall be as provided in the Resolution or by the Chairman in the Certificate of Determinations.

Section 3. The Bond Purchase Agreement by and between the Original Purchaser and the Issuer, substantially in the form to be approved pursuant to the execution and delivery by the Chairman of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Chairman thereof shall be and the same are hereby authorized, approved, and directed. The Chairman is hereby empowered and authorized to execute the Bond Purchase Agreement on behalf of the District at such time as the Chairman shall determine to be most advantageous. The Chairman shall execute and deliver the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by the Chairman. The execution of the Bond Purchase Agreement by the Chairman shall be conclusive evidence of any approval required by this Section, and authorization of any action required by the Bond Purchase Agreement relating to the issuance and sale of the Series 2020 A Bonds, including the payment of all necessary fees and expenses in connection therewith.

Section 4. Proceeds of the Series 2020 A Bonds shall be expended solely for the purposes set forth in the Resolution.

Section 5. The Issuer is advised and hereby finds that based upon the assumed principal amount; maturity schedule and interest rates for the Series 2020 A Bonds presented to the Issuer by the Original Purchaser, the Series 2020 A Bonds show a net present value debt service savings to the

Issuer after deducting all expenses of the refunding of the Series 2006 Bonds and the costs of issuing the Series 2020 A Bonds.

Section 6. The Tax Certificate, to be dated the date of execution and delivery of the Series 2020 A Bonds (the "Tax Certificate"), and executed and delivered by the Issuer, substantially in the form to be approved pursuant to the execution and delivery by the Chairman of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Chairman thereof shall be and the same are hereby authorized, approved and directed. The Chairman shall execute and deliver the Tax Certificate with such changes, insertions and omissions as may be approved by the Chairman. The execution of the Tax Certificate by the Chairman shall be conclusive evidence of any approval required by this Section. The Tax Compliance Policy attached hereto as Exhibit B is hereby approved.

Section 7. The Issuer does hereby approve, simultaneously with the closing on the Series 2020 A Bonds, the transfer of all of the monies from the Series 2006 A Bonds Reserve Account and Series 2006 B Bonds Reserve Account held by the West Virginia Municipal Bond Commission to such fund or entity, to accomplish the refunding of the Series 2006 Bonds.

Section 8. The Continuing Disclosure Agreement, to be dated the date of execution and delivery of the Series 2020 A Bonds (the "Disclosure Agreement"), by and between the Issuer and the Dissemination Agent named therein, substantially in the form to be approved pursuant to the execution and delivery by the Chairman of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Chairman thereof shall be and the same are hereby authorized, approved and directed. The Chairman shall execute and deliver the Disclosure Agreement with such changes, insertions and omissions as may be approved by the Chairman. The execution of the Disclosure Agreement by the Chairman shall be conclusive evidence of any approval required by this Section.

Section 9. The distribution by the Original Purchaser of a Preliminary Official Statement (which is a "deemed final" official statement in accordance with SEC Rule 15c2-12), substantially in the form submitted to this meeting is hereby ratified and approved. The certificate of the Issuer relating to compliance with SEC Rule 15c2-12 and the execution and delivery thereof by the Chairman is hereby approved. The Official Statement to be substantially in the form of the Preliminary Official Statement, (with such changes, insertions and omissions as may be necessary or advisable in the opinion of the Chairman) and the distribution of counterparts or copies thereof by the Original Purchaser are hereby approved. The Chairman shall execute and deliver the Official Statement with such changes, insertions and omissions as may be approved. The execution of the Official Statement by the Chairman shall be conclusive evidence of any approval required by this Section. The certificate of the Issuer relating to compliance with SEC Rule 15c2-12 and the execution and delivery thereof by the Chairman is hereby ratified and approved.

Section 10. The Registrar Agreement by and between the Issuer and the Registrar designated herein, substantially in the form to be approved pursuant to the execution and delivery by the Chairman of the Certificate of Determinations, and the execution and delivery (in multiple counterparts) by the Chairman thereof shall be and the same are hereby authorized, approved and directed. The Chairman shall execute and deliver the Registrar Agreement with such changes, insertions and omissions as may be approved by the Chairman. The execution of the Registrar Agreement by the Chairman shall be conclusive evidence of any approval required by this Section.

Section 11. The firm of Steptoe & Johnson PLLC, Charleston, West Virginia, is hereby appointed bond counsel to the Issuer in connection with the issuance of the Series 2020 A Bonds.

Section 12. The Issuer hereby appoints and designates the West Virginia Municipal Bond Commission, Charleston, West Virginia, as the Paying Agent for the Series 2020 A Bonds.

Section 13. The Issuer hereby appoints and designates United Bank, Charleston, West Virginia, as the Registrar.

Section 14. The Chairman and Secretary are hereby authorized and directed to execute and deliver such other documents and certificates, required or desirable in connection with the Series 2020 A Bonds to the end that the Series 2020 A Bonds may be delivered on a timely basis to the Original Purchaser pursuant to the Bond Purchase Agreement.

Section 15. The notice addresses for the Paying Agent, Registrar and Original Purchaser shall be as follows:

PAYING AGENT

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

REGISTRAR

United Bank
500 Virginia Street, East
Charleston, West Virginia 25301
Attention: Trust Department

ORIGINAL PURCHASER

Crews & Associates, Inc.
300 Summers Street
Charleston, West Virginia 25301

Section 16. The issuance of the Series 2020 A Bonds is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

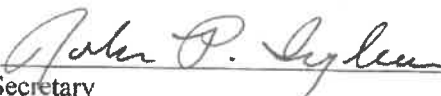
Section 17. The Issuer hereby covenants and agrees that it will not permit at any time or times any of the proceeds of the Series 2020 A Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any of the Series 2020 A Bonds to be an "arbitrage bond" as defined in Section 148 of the Code, and the regulations promulgated pursuant thereto. The Chairman of the Issuer is authorized and directed to execute and deliver such further instruments or agreements as shall be required to provide further assurances of the Issuer's compliance with this covenant.

CERTIFICATION

Certified a true copy of a Supplemental Parameters Resolution duly adopted by the Public Service Board of PUTNAM PUBLIC SERVICE DISTRICT on January 28, 2020, which Supplemental Parameters Resolution has not been repealed, rescinded, modified, amended or revoked, as of the date hereof.

Dated: March 31, 2020.

By:


Secretary

SUPPLEMENTAL RESOLUTION EXHIBIT A

FORM OF CERTIFICATE OF DETERMINATIONS

Putnam Public Service District
Sewer Refunding Revenue Bonds, Series 2020 A (Tax Exempt)

CERTIFICATE OF DETERMINATIONS

The undersigned, _____, Chairman of Putnam Public Service District (the "Issuer"), in accordance with the Supplemental Parameters Resolution adopted by the Governing Body of the Issuer on _____, 2020 (the "Supplemental Parameters Resolution"), with respect to the Issuer's Sewer Refunding Revenue Bonds, Series 2020 A (Tax Exempt) in an aggregate principal amount not to exceed \$ _____ (the "Series 2020 A Bonds"), hereby finds and determines this ____ day of _____, 2020 as follows:

1. The Series 2020 A Bonds shall be sold to Crews & Associates, Inc. (the "Underwriter"), pursuant to the terms of the Bond Purchase Agreement by and between the Underwriter and the Issuer, at an aggregate purchase price of \$ _____ (representing par value less an Underwriter's discount of \$ _____ and less an original issue discount of \$ _____).

2. The forms of the Bond Purchase Agreement, the Tax Certificate, the Continuing Disclosure Agreement, the Official Statement, the Rule 15c2-12 Certificate, and the Registrar Agreement attached hereto are hereby approved.

3. The Series 2020 A Bonds shall be dated _____, 2020, shall bear interest on _____ 1 and _____ 1 of each year commencing _____ 1, 20____.

4. The Series 2020 A Bonds shall be issued in the aggregate principal amount of \$ _____. The interest rates on the Series 2020 A Bonds do not exceed 6.0%, being the maximum interest rate authorized by the Supplemental Parameters Resolution.

5. The Series 2020 A Bonds shall mature in the amounts and on the dates and shall be subject to mandatory sinking fund redemption in the amounts and on the dates set forth on Schedule I attached hereto and incorporated herein.

6. The Series 2020 A Bonds shall bear interest at the rates and produce the yields set forth on Schedule I attached hereto and incorporated herein.

7. The Series 2020 A Bonds shall be subject to optional redemption as set forth on Schedule 2 attached hereto and incorporated herein.

The undersigned hereby certifies that the foregoing terms and conditions of the Series 2020 A Bonds are within the parameters prescribed by the Supplemental Parameters Resolution, and the

Series 2020 A Bonds may be issued with such terms and conditions as authorized by the Supplemental Parameters Resolution.

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

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

SCHEDULE I

SERIES 2020 A BOND TERMS

<u>Bond No.</u>	<u>Maturity Date</u> (____ 1)	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>
AR-1	20__	\$	%	%	
AR-2					
AR-3					
AR-4					
AR-5					

SCHEDULE 2

SERIES 2020 A BONDS REDEMPTION PROVISIONS:

Optional Redemption

Mandatory Redemption

SUPPLEMENTAL RESOLUTION EXHIBIT B
PUTNAM PUBLIC SERVICE DISTRICT
TAX COMPLIANCE POLICIES

Purpose

Governmental issuers of tax-exempt and tax-credit bonds must comply with certain federal tax rules pertaining to expenditure of proceeds for qualified costs, rate of expenditure, use of bond financed property, investment of proceeds in compliance with arbitrage rules, and retention of records. The following policies are intended to establish compliance by the Putnam Public Service District, as the issuer (the "*Issuer*"), with these rules in connection with the issuance of the Issuer's Sewer Refunding Revenue Bonds, Series 2020 A (Tax Exempt); (collectively, the "*Tax-Exempt Bonds*"). It is understood and agreed by the Issuer, and the Issuer has covenanted to take all actions necessary to maintain the Tax-Exempt Bonds as tax-exempt state and local bond.

Tax Requirements Associated with Sale and Issuance of Bonds

Review and retention of tax documents related to the sale and issuance of Bonds will be supervised by the Chairman or his designee (the "*Oversight Officer*").

- Form 8038-G (tax exempt bonds) will be reviewed and filed not later than the 15th day of the 2nd calendar month following the quarter in which the bond was issued. Filing of appropriate version or versions of Form 8038-G will be confirmed with bond counsel.

Expenditure of Proceeds for Governmental Costs

Expenditure of bond proceeds will be reviewed by the Oversight Officer.

- Bond proceeds will be disbursed pursuant to the Bond Ordinance, and will be a written order of an Authorized Officer, stating the date, amount and purpose of the disbursement.
- Requisitions must identify the financed property in conformity with the Tax and Non-Arbitrage Certificate executed by the Issuer at closing, including any certifications as to the character and average economic life of the bond-financed property.

- Requisitions for costs that were paid prior to the issuance of the Bond are, in general, limited to costs paid subsequent to, or not more than 60 days prior to, the date a “declaration of intent” to reimburse the costs was adopted by the Issuer. If proceeds are used for reimbursement, a copy of the declaration will be obtained and included in the records for the Tax-Exempt Bonds, if not already part of the bond transcript.
- Requisitions will be in accordance with expectations to spend or commit 5% of net sale proceeds within 6 months, to spend 85% of net sale proceeds within 3 years, and to proceed with due diligence to complete the project and fully spend the net sale proceeds. Expected expenditure schedules, project timelines, and plans and specifications will be maintained to support expectations. Reasons for failure to meet the expected schedule will be documented and retained in the records for the Tax-Exempt Bonds.
- If the 18-month spending exception to rebate applies, expenditure of gross proceeds will be monitored against the following schedule for the arbitrage rebate exception for the issue, if applicable:
 - 15% within 6 months
 - 60% within 12 months
 - 100% within 18 months
- If the 2-year spending exception to rebate applies, expenditure of “available construction proceeds” will be monitored against the following schedule for the arbitrage rebate exception for construction issues if applicable:
 - 10% within 6 months
 - 45% within 12 months
 - 75% within 18 months
 - 100% within 24 months

Expenditure of Proceeds

In addition to the general review of expenditures described above, expenditure of proceeds of the Tax-Exempt Bonds will be reviewed by the Oversight Officer.

- Reserve funds cannot exceed the least of 10% of bond proceeds, maximum annual debt service, or 125% of average annual debt service. The initial funding of any reserve fund will be measured against this limit.
- Only a small portion (5%) of the proceeds of the Tax-Exempt Bonds can be used for operating expenses or other “working capital” costs. Requisitions for costs of

the Project will accordingly be monitored to confirm that they are for capital costs of the Project.

- Investment earnings on sale proceeds of the Tax-Exempt Bonds will be tracked and will be requisitioned only for appropriate expenditures.

Use of Bond-Financed Property

Use of bond-financed property when completed and placed in service will be reviewed by the Oversight Officer.

- Average nonexempt use of bond-financed property over the life of the issue cannot exceed 10% of the proceeds.
- Agreements with business users or non-profit organizations for lease or management or services contracts, sponsored research, naming rights or any other potential nonexempt use of bond-financed property will be reviewed prior to execution of any contract to determine if property subject to the Bond Ordinance is bond-financed.
- Agreements with business users or other non-profit organizations for lease or management or services contracts or other private business use involving bond-financed property will be tracked and aggregated with other private business uses for compliance with the 10% limit, as set forth in the Tax and Non-Arbitrage Certificate.
- No item of bond-financed property will be sold or transferred to a nonexempt party without advance arrangement of a “remedial action” under the applicable Income Tax Regulations.

Investments and IRS Filings

Investment of bond proceeds in compliance with the arbitrage bond rules and rebate of arbitrage will be supervised by the Oversight Officer.

- Guaranteed investment contracts (“GIC”) will be purchased only using the three-bid “safe harbor” of applicable Income Tax Regulations, in compliance with fee limitations on GIC brokers in the Income Tax Regulations.
- Other investments will be purchased only in market transactions.
- Calculations of rebate liability will be performed annually by outside consultants.

- Rebate payments will be made with Form 8038-T no later than 60 days after (a) each fifth anniversary of the date of issuance and (b) the final retirement of the issue. Compliance with rebate requirements will be reported to the bond trustee and the issuer.
- Identify date for first rebate payment at time of issuance. Enter in records for the issue.

Records

Management and retention of records related to tax-exempt bond issues will be supervised by the Oversight Officer.

- Records will be retained for the life of the Bond plus any refunding bonds plus three years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to specific bond issues and compliance functions.
- Retainable records pertaining to the Tax-Exempt Bonds include transcript of documents executed in connection with the issuance of the bonds (including authorizing resolutions, Bond Ordinance, Form 8038-G, and Tax and Non-Arbitrage Certificate) and any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T.
- Retainable records pertaining to expenditures of Bond proceeds include requisitions, accounting statements and final allocation of proceeds.
- Retainable records pertaining to use of property include all agreements reviewed for nonexempt use and any reviewed documents relating to unrelated business activity.
- Retainable records pertaining to investments include GIC documents under the Income Tax Regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

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Overall Responsibility

Overall administration and coordination of this policy is the responsibility of the Oversight Officer.

PUTNAM PUBLIC SERVICE DISTRICT

By: Chairman

Date: _____, 2020

SUPPLEMENTAL RESOLUTION EXHIBIT C

Post Compliance Procedures

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Agreement") is by and between Putnam Public Service District (the "Issuer"), and United Bank, Charleston, West Virginia (the "Dissemination Agent"), in connection with the issuance by the Issuer of \$ _____ aggregate principal amount of Sewer Refunding Revenue Bonds, Series 2020 A (Tax-Exempt) (the "Series 2020 A Bonds"). The Series 2020 A Bonds are being issued pursuant to the Series 2020 A Bond Resolution adopted by the Public Service Board of the Issuer on _____, 2020, as supplemented by a Supplemental Parameters Resolution adopted by the Public Service Board of the Issuer On January 28, 2020 and a Certificate of Determinations executed by the Chairman on and dated as of, 2020 (collectively, the "Resolution"). The Issuer and Dissemination Agent covenant and agree this _____ day of _____, 2020 as follows:

SECTION 1. Purpose of Agreement. This Agreement is being executed and delivered by the Issuer and Dissemination Agent for the benefit of the holders and Beneficial Owners of the Series 2020 A Bonds and in order to assist the Participating Underwriter in complying with SEC Rule 15c2-12.

SECTION 2. Definitions. In addition to the definitions set forth in the Series 2020 A Resolution and the Bond Purchase Agreement dated, 2020, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" means, collectively, the Financial Information and Operating Data as herein defined.

"Audited Financial Statements" means the annual financial statements with respect to the System, prepared in accordance with GAAP, which financial statements shall have been audited by an Independent Certified Public Accountant or the Office of the Auditor of the State of West Virginia.

"Beneficial Owner" shall mean any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Disclosure Representative" shall mean the then current General Manager of the Issuer, or his or her designee.

"Dissemination Agent" shall initially mean United Bank, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, or the Issuer itself.

"EMMA" shall mean the Electronic Municipal Market Access System described in the 1934 Act Release No. 59062 and maintained by the Municipal Securities Rulemaking Board for purposes of the Rule (as hereinafter defined).

"Financial Information" means the Audited Financial Statements for the most recent Fiscal Year if available on the Due Date and, if not then available, unaudited financial statements of the System for the most recent Fiscal Year, with the Audited Financial Statements for such Fiscal Year to be provided when available.

"Listed Events" shall mean any of the events listed in Section 5(a) of the Agreement.

"National Repository" shall mean the Municipal Securities Rulemaking Board, Washington, D.C., the sole Nationally Recognized Municipal Securities Information Repository for purposes of the Rule (as hereinafter defined), effective as of July 1, 2009.

"Operating Data" shall mean the information regarding the System for the most recent Fiscal Year, as well as the four (4) immediately prior Fiscal Years, as reflected in the "Form of Filing of Operating Data" attached hereto as Exhibit B. The Issuer may amend and/or modify the Form of Filing of Operating Data one or more times prior to the maturity of the Series 2020 A Bonds if such amendment or modification, in the reasonable opinion of the Issuer, at its sole discretion, provides either additional information or additional clarity with respect to information being provided regarding the System.

"Participating Underwriter" shall mean the original underwriter(s) of the Series 2020 A Bonds who are required to comply with the Rule (as hereinafter defined) in connection with the offering of the Series 2020 A Bonds.

"Repository" shall mean each National Repository and the State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of West Virginia.

"State Repository" shall mean any public or private repository or entity designated by the State as the state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Agreement, there is no State Repository.

"System" shall mean the sewerage collection, transportation and treatment system of the Issuer as of the date of this Agreement, and all future additions, extensions and betterments thereto.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than the last day of the Fiscal Year (presently June 30) immediately following the end of the Issuer's Fiscal Year (presently June 30) for which disclosure is due (the "Due Date"), commencing with the report for the Fiscal Year ending June 30, 2020, provide to EMMA the Annual Financial Information which is consistent with the requirements of this Agreement. The Annual Financial Information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Agreement. The Issuer shall provide the Dissemination Agent with a copy of the Annual Financial Information to be filed under this Agreement. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 5(a). The Dissemination Agent shall send written notice to the Issuer sixty (60) days prior to the Due Date of the Annual Financial Information that such information is due by the Due Date. Such notice from the Dissemination Agent shall include notification to the Issuer of any prior Fiscal Years for which Annual Financial Information is due.

(b) Not later than thirty (30) Business Days prior to the Due Date, the Issuer shall provide the Annual Financial Information to the Dissemination Agent. If by the Due Date the Dissemination Agent has not received all, or any portion of, the Annual Financial Information, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with the first sentence of this subsection (b). If the Dissemination Agent is unable to provide to EMMA all, or any portion of, the Annual Financial

Information by the date required in subsection (a), the Dissemination Agent shall (i) file with EMMA any portion of the Annual Financial Information which the Issuer has provided, and (ii) send a notice to EMMA in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information has been provided to EMMA pursuant to this Agreement and the date provided.

SECTION 4. Content of Annual Financial Information. The Annual Financial Information shall include the Financial Information and the Operating Data, as defined in this Agreement.

Any or all of the items comprising the Annual Financial Information may be included by specific reference to other documents, including official statements of debt issues of the Issuer secured by the Net Revenues of the System, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events, if applicable, with respect to the Series 2020 A Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Series 2020 A Bonds,
if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the Issuer¹;

13. The consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action; or the termination of a definitive agreement relating to any such actions, other than pursuant to its term, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f).

(c) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event classified under Section 5(a) (2), (7), (8), (10), (13) or (14), because of a notice from the Dissemination Agent pursuant to Section 5(b) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws, in any event such determination must be made and submitted to the Dissemination Agent within two (2) business days.

(d) If the Issuer determines that knowledge of the occurrence of any of the Listed Events classified under Section 5(a) (2), (7), (8), (10), (13) or (14) would be material under applicable federal securities laws pursuant to subsection (b), or the Issuer receives notice of any Listed Event that does not require a finding of materiality classified under Section 5(a) (1), (3), (4), (5), (6), (9), (11) or (12), the Issuer shall promptly file with the Dissemination Agent a notice of such occurrence to be provided to EMMA.

(e) If in response to a request from the Dissemination Agent under Section 5(b), the Issuer determines that the Listed Event, classified under Section 5(a) (2), (7), (8), (10), (13) or (14), would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA with a copy to the Issuer. The Dissemination Agent will exercise its best efforts to file such notice with EMMA within ten (10) business days of the occurrence of such Listed Event.

SECTION 6. Termination of Reporting Obligation. The Issuer's obligations under this Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2020 A Bonds. If such termination occurs prior to the final maturity of the Series 2020 A Bonds,

¹ For the purposes of the event identified in Section 5(a)(12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

the Issuer shall give notice of such termination in the same manner as for any of the Listed Events under Section 5(a).

SECTION 7. Dissemination Agent. United Bank, Charleston, West Virginia, is hereby appointed as Dissemination Agent. The Issuer may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Agreement.

SECTION 8. Amendment. Waiver. Notwithstanding any other provision of this Agreement, the Issuer and the Dissemination Agent (or the Issuer as Dissemination Agent) may amend this Agreement (and the Dissemination Agent shall agree to any amendment so requested by the Issuer) and any provision of this Agreement may be waived (and the Dissemination Agent shall agree to any waiver so requested by the Issuer), if such amendment or waiver is supported by an opinion of nationally recognized counsel expert in federal securities laws acceptable to the Issuer and the Dissemination Agent to the effect that such amendment or waiver should not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in, or official interpretation of, the Rule.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information and Audited Financial Statements or notice of occurrence of any of the Listed Events, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Financial Information and Audited Financial Statements or notice of occurrence of any of the Listed Events in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Financial Information and Audited Financial Statements or notice of occurrence of any of the Listed Events.

SECTION 10. Default. In the event of a failure of the Issuer or Dissemination Agent to comply with any provision of this Agreement (and, at the request of the Participating Underwriter), the Dissemination Agent may or any Holder or Beneficial Owner of the Series 2020 A Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer or Dissemination Agent to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Series 2020 A Bond Resolution, and the sole remedy under this Agreement in the event of any failure of the Issuer or Dissemination Agent to comply with this Agreement shall be an action to compel performance.

SECTION 11. Duties. Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement, and the Issuer agrees to the extent permitted by State law, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and/or liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities as a result of the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2020 A Bonds.

SECTION 12. Notices. Any notices or communications to or among any of the parties to this Agreement shall be given as first class United States mail, postage prepaid, to the following:

To the Issuer: Putnam Public Service District
PO Box 860
Scott Depot, WV 25520
Attention: General Manager

To the Dissemination Agent: United Bank
500 Virginia Street, East
Charleston, WV 25301
Attention: Corporate Trust Department

Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

SECTION 13. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Series 2020 A Bonds, and shall create no rights in any other person or entity.

SECTION 14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15. Fees. The Issuer agrees to pay all fees and expenses of the Dissemination Agent including, without limitation, all reasonable expenses, charges, costs, attorney's fees and other disbursements in the administration and performance of the Dissemination Agent's duties.

SECTION 16. Right to Resign. The Dissemination Agent may resign at any time by providing thirty (30) days' written notice to the Issuer.

SECTION 17. Right to Counsel. The Dissemination Agent shall have the right to consult with counsel in carrying out its duties under this Agreement and to rely upon an opinion of counsel.

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IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above.

PUTNAM PUBLIC SERVICE DISTRICT

By: _____
Its: Chairman

UNITED BANK,
as Dissemination Agent

By: _____
Its: _____

EXHIBIT A

NOTICE TO REPOSITORIES OF
FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: Putnam Public Service District

Name of Issue: \$ _____ Putnam Public Service District Sewer Refunding Revenue
Bonds, Series 2020 A (Tax-Exempt)

Date of Issuance: _____, 2020

Notice is hereby given that the Issuer has not provided United Bank, as Dissemination Agent, all [or a portion of] the Annual Financial Information with respect to the above-named Bonds as required by the Continuing Disclosure Agreement executed in connection with the above-referenced bond issue. The Issuer has advised the Dissemination Agent that it anticipates that the Annual Financial Information, or remaining Annual Financial Information, will be available to be filed by _____, 20__.

Dated this _____, 20__.

UNITED BANK,
as Dissemination Agent

By: _____
Its: Duly Authorized Officer

EXHIBIT B

FORM OF FILING OF OPERATING DATA

(This Form Utilizes the Fiscal Year ended June 30, 20__ for Illustrative Purposes Only)

Name of Issuer: Putnam Public Service District

Name of Issue: \$ _____ Putnam Public Service District Sewer Refunding Revenue Bonds, Series 2020 A (Tax-Exempt)

Date of Issuance: _____, 2020

Operating Data

For Fiscal Year Ending: June 30, 20__

In compliance with the requirements of the Continuing Disclosure Agreement executed by Putnam Public Service District in conjunction with the above-referenced bonds, the following Operating Data with respect to the System is provided for the above-stated Fiscal Year and, where noted, for the four (4) immediately preceding Fiscal Years.

SYSTEM OPERATING DATA

Debt Service Coverage

The Audited Financial Statements for the Fiscal Year ended June 30, 20__, with respect to the System which have been, or will be, filed as part of the Annual Financial Information include a calculation of debt service coverage, which is incorporated herein by reference.

Sewer Revenues by Source

The annual sewer revenues by source for the past five Fiscal Years are as follows:

Fiscal Year	Residential	Commercial	Total
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Customer Statistics

The customer count by type for the past five Fiscal Years are as follows:

Fiscal Year	Residential	Commercial	Total
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Major Users

The following table sets forth the ten largest customers of the Sewer System and related annual revenues for the Fiscal Year ended June 30, 20__.

Customer	Annual Revenue
----------	----------------

Putnam Public Service District
Sewer Refunding Revenue Bonds, Series 2020 A (Tax Exempt)

CERTIFICATE OF DETERMINATIONS

The undersigned, Mark L. Smith, Chairman of Putnam Public Service District (the "Issuer"), in accordance with the Supplemental Parameters Resolution adopted by the Governing Body of the Issuer on January 28, 2020 (the "Supplemental Parameters Resolution"), with respect to the Issuer's Sewer Refunding Revenue Bonds, Series 2020 A (Tax Exempt) in an aggregate principal amount not to exceed \$6,000,000 (the "Series 2020 A Bonds"), hereby finds and determines this 18th day of March, 2020 as follows:

1. The Series 2020 A Bonds shall be sold to Crews & Associates, Inc. (the "Underwriter"), pursuant to the terms of the Bond Purchase Agreement by and between the Underwriter and the Issuer, at an aggregate purchase price of \$5,956,923.50 (representing par value less an Underwriter's discount of \$120,000 and plus a net original issue premium of \$76,923.50).

2. The forms of the Bond Purchase Agreement, the Tax Certificate, the Continuing Disclosure Agreement, the Official Statement, the Rule 15c2-12 Certificate, and the Registrar Agreement attached hereto are hereby approved.

3. The Series 2020 A Bonds shall be dated March 31, 2020, shall bear interest on June 1 and December 1 of each year commencing June 1, 2020.

4. The Series 2020 A Bonds shall be issued in the aggregate principal amount of \$6,000,000. The interest rates on the Series 2020 A Bonds do not exceed 6.0%, being the maximum interest rate authorized by the Supplemental Parameters Resolution.

5. The Series 2020 A Bonds shall mature in the amounts and on the dates and shall be subject to mandatory sinking fund redemption in the amounts and on the dates set forth on Schedule I attached hereto and incorporated herein.

6. The Series 2020 A Bonds shall bear interest at the rates and produce the yields set forth on Schedule I attached hereto and incorporated herein.

7. The Series 2020 A Bonds shall be subject to optional redemption as set forth on Schedule 2 attached hereto and incorporated herein.

The undersigned hereby certifies that the foregoing terms and conditions of the Series 2020 A Bonds are within the parameters prescribed by the Supplemental Parameters Resolution, and the Series 2020 A Bonds may be issued with such terms and conditions as authorized by the Supplemental Parameters Resolution.

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

PUTNAM PUBLIC SERVICE DISTRICT

By: 
Its: Chairman

SCHEDULE I

SERIES 2020 A BOND TERMS

<u>Bond No.</u>	<u>Maturity Date</u> (December 1)	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP</u>
AR-1	2022	\$160,000	2.375%	2.375%	74685T AV5
AR-2	2023	\$165,000	2.500%	2.500%	74685T AW3
AR-3	2028	\$190,000	3.125%	3.200%	74685T AY9

\$ 255,000 2.25% Term Bonds due December 1, 2021 at 100.00% and 2.250% yield CUSIP 74685T AU7

\$ 710,000 3.00% Term Bonds due December 1, 2027 at 100.00% and 3.000% yield CUSIP 74685T AX1

\$2,620,000 4.00% Term Bonds due December 1, 2039 at 105.049% and 3.250% yield CUSIP 74685T AZ6

\$1,900,000 3.625% Term Bonds due December 1, 2045 at 97.143% and 3.800% yield CUSIP 74685T BA0

SCHEDULE 2

SERIES 2020 A BONDS REDEMPTION PROVISIONS:

Optional Redemption

The Series 2020 A Bonds are subject to optional redemption by the District on and after December 1, 2027, in whole or in part at any time in such order of maturity as shall be designated to the Registrar by the District and by lot within a maturity, at par, plus interest accrued thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption

The Series 2020 A Bonds maturing on December 1, 2021, December 1, 2027, December 1, 2039 and December 1, 2045 are subject to annual mandatory sinking fund redemption prior to maturing on December 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Series 2020 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2021

<u>Year (December 1)</u>	<u>Principal Amount</u>
2020	\$100,000
2021*	\$155,000
*Final maturity.	

Bonds Maturing 2027

Year (December 1)	Principal Amount
2024	\$170,000
2025	\$175,000
2026	\$180,000
2027*	\$185,000

*Final maturity.

Bonds Maturing 2039

Year (December 1)	Principal Amount
2029	\$195,000
2030	\$200,000
2031	\$210,000
2032	\$220,000
2033	\$230,000
2034	\$235,000
2035	\$245,000
2036	\$255,000
2037	\$265,000
2038	\$275,000
2039*	\$290,000

*Final maturity.

Bonds Maturing 2045

Year (December 1)	Principal Amount
2040	\$300,000
2041	\$310,000
2042	\$320,000
2043	\$335,000
2044	\$345,000
2045*	\$290,000

*Final maturity.

The principal amount of the Series 2020 A Bonds maturing December 1, 2021, December 1, 2027, December 1, 2039 and December 1, 2045, delivered to or purchased by the Paying Agent shall reduce pro tanto the principal amount of such Series 2020 A Bonds to be redeemed on the mandatory redemption date with such maturity next following such delivery or purchase.

Putnam Public Service District
Sewer Refunding Revenue Bonds, Series 2020 A (Tax Exempt)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

The undersigned Greg Isaacs, Senior Managing Director of CREWS & ASSOCIATES, INC. (the "Underwriter") and Mark L. Smith, Chairman of Putnam Public Service District (the "Issuer"), for and on behalf of the Issuer, hereby certify this 31st day of March, 2020 as follows:

1. On the 31st day of March, 2020, in Scott Depot, West Virginia, the Underwriter received the entire original issue of \$6,000,000 in aggregate principal amount of Putnam Public Service District Sewer Refunding Revenue Bonds, Series 2020 A (Tax Exempt) (the "Series 2020 A Bonds"). The Series 2020 A Bonds, as so received on original issuance, are dated March 31, 2020, are in fully registered form, are numbered from AR-1 upward in order of maturity and all are registered in the name of "CEDE & CO."

2. At the time of such receipt of the Series 2020 A Bonds, they had been executed by Mark L. Smith as Chairman of the Issuer by his manual signature, and the official seal of the Issuer had been impressed upon each Bond and attested by John Inghram as Secretary of the Issuer by his manual signature, and had been authenticated by an authorized officer of United Bank, Charleston, West Virginia, as Registrar.

3. The Issuer has received and hereby acknowledges receipt from the Underwriter, as the original purchaser of the Bonds, of the proceeds of the Series 2020 A Bonds, as follows:

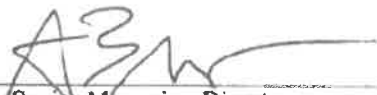
Par Amount of Series 2020 A Bonds	\$6,000,000.00
Plus: Net Reoffering Premium	76,923.50
Less: Underwriter's Discount	<u>(120,000.00)</u>
Total	<u>\$5,956,923.50</u>

Payment for the Series 2020 A Bonds was made in immediately available funds (federal funds wire) in the amount of \$5,956,923.50.

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WITNESS our signatures on the day and year first written above.

CREWS & ASSOCIATES, INC

By: 
Its: Senior Managing Director

PUTNAM PUBLIC SERVICE DISTRICT

By: 
Its: Chairman

Putnam Public Service District
Sewer Refunding Revenue Bonds, Series 2020 A (Tax Exempt)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

United Bank, as Registrar
500 Virginia Street, East
Charleston, West Virginia 25301

Ladies and Gentlemen:

There are delivered to you herewith (or have previously been delivered to you) as Registrar for the above-captioned bonds on this 31st day of March, 2020:

1. Bonds No. AR-1 through AR-7 constituting the entire original issue of Putnam Public Service District Sewer Refunding Revenue Bonds, Series 2020 A, dated March 31, 2020, in the aggregate principal amount of \$6,000,000 (the "Series 2020 A Bonds"), executed by the Chairman and Secretary of Putnam Public Service District (the "Issuer") and bearing the official seal of the Issuer. The Series 2020 A Bonds are authorized to be issued under and pursuant to a Bond Resolution adopted by the Issuer on January 28, 2020, as supplemented by a Supplemental Parameters Resolution adopted by the Issuer on January 28, 2020 (collectively, the "Bond Legislation").

2. A copy of the Bond Legislation duly certified by the Secretary.

3. Signed, unqualified approving opinion of Steptoe & Johnson PLLC, as bond counsel with respect to the Series 2020 A Bonds.

4. Copies of such other documents, certificates and verifications as required by the Original Purchaser.

You are hereby requested and authorized, pursuant to Section 3.12 of the Bond Resolution, to authenticate and register in the name of CEDE & CO., as registered owner and nominee of The Depository Trust Company, New York, New York ("DTC") and deliver the Series 2020 A Bonds to DTC, for the account of Crews & Associates, Inc. as the Original Purchaser thereof.

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Dated the day and year first written above.

PUTNAM PUBLIC SERVICE DISTRICT

By: M. E. Stul
Its: Chairman

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-1

\$255,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
SEWER REFUNDING REVENUE BOND, SERIES 2020 A (TAX-EXEMPT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>BOND DATE</u>	<u>CUSIP NO.</u>
2.250%	12/01/2021	03/31/2020	74685T AU7

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning June 1, 2020 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-2

\$160,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
SEWER REFUNDING REVENUE BOND, SERIES 2020 A (TAX-EXEMPT)

INTEREST RATE
2.375%

MATURITY DATE
12/01/2022

BOND DATE
03/31/2020

CUSIP NO.
74685T AV5

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ONE HUNDRED SIXTY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning June 1, 2020 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-3

\$165,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
SEWER REFUNDING REVENUE BOND, SERIES 2020 A (TAX-EXEMPT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>BOND DATE</u>	<u>CUSIP NO.</u>
2.500%	12/01/2023	03/31/2020	74685T AW3

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning June 1, 2020 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-4

\$710,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
SEWER REFUNDING REVENUE BOND, SERIES 2020 A (TAX-EXEMPT)

INTEREST RATE
3.000%

MATURITY DATE
12/01/2027

BOND DATE
03/31/2020

CUSIP NO.
74685T AX1

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: SEVEN HUNDRED TEN THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning June 1, 2020 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-5

\$190,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
SEWER REFUNDING REVENUE BOND, SERIES 2020 A (TAX-EXEMPT)

INTEREST RATE
3.125%

MATURITY DATE
12/01/2028

BOND DATE
03/31/2020

CUSIP NO.
74685T AY9

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ONE HUNDRED NINETY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning June 1, 2020 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

SPECIMEN

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. AR-6

\$2,620,000

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
PUTNAM PUBLIC SERVICE DISTRICT (WEST VIRGINIA)
SEWER REFUNDING REVENUE BOND, SERIES 2020 A (TAX-EXEMPT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>BOND DATE</u>	<u>CUSIP NO.</u>
4.000%	12/01/2039	03/31/2020	74685T AZ6

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: TWO MILLION SIX HUNDRED TWENTY THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That PUTNAM PUBLIC SERVICE DISTRICT, a public service district organized and existing under the laws of the State of West Virginia (the "Borrower"), for value received, hereby promises to pay, solely from the special funds provided therefore, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Borrower shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on June 1 and December 1, in each year, beginning June 1, 2020 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter described Resolution.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each May 15 and November 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Borrower maintained by United Bank, Charleston, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of \$6,000,000 designated "Putnam Public Service District (West Virginia) Sewer Refunding Revenue Bonds, Series 2020 A (Tax-Exempt)" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated March 31, 2020, the proceeds of which are to be used (i) to finance the costs of currently refunding the Issuer's Series 2006 A Bonds, (ii) to finance the costs of currently refunding the Issuer's Series 2006 B Bonds; (iii) to fund the Series 2020 A Bonds Reserve Account, and (iv) to pay certain costs of issuance of the Series 2020 A Bonds and related costs. The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Act"), and a resolution duly adopted by the Issuer on January 28, 2020, and supplemented by supplemental resolution adopted by the Issuer on January 28, 2020, (hereinafter collectively referred to as the "Resolution"), and is subject to all the terms and conditions of said Resolution. The Resolution provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Resolution. Reference is hereby made to the Resolution, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Resolution and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Series 2020 A Bonds are subject to optional redemption by the Issuer on and after December 1, 2027, in whole or in part at any time in such order of maturity as shall be designated to the Registrar by the Issuer and by lot within a maturity, at par, plus interest accrued thereon to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Series 2020 A Bonds maturing on December 1, 2021, December 1, 2027, December 1, 2039 and December 1, 2045, are subject to annual mandatory redemption prior to maturity by random selection on December 1 of the years and in the principal amounts set forth below, at the redemption price of 100% of the principal amount of each Series 2020 A Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing 2021

Year (December 1)	Principal Amount
2020	\$100,000
2021*	\$155,000
*Final maturity.	

Bonds Maturing 2027

Year (December 1)	Principal Amount
2024	\$170,000
2025	\$175,000
2026	\$180,000
2027*	\$185,000
*Final maturity.	

Bonds Maturing 2039

Year (December 1)	Principal Amount
2029	\$195,000
2030	\$200,000
2031	\$210,000
2032	\$220,000
2033	\$230,000
2034	\$235,000
2035	\$245,000
2036	\$255,000
2037	\$265,000
2038	\$275,000
2039*	\$290,000
*Final maturity.	

Bonds Maturing 2045

Year (December 1)	Principal Amount
2040	\$300,000
2041	\$310,000
2042	\$320,000
2043	\$335,000
2044	\$345,000
2045*	\$290,000
*Final maturity.	

If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing a copy, or by other means as is normal and customary, or acceptable to DTC of an official redemption notice at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Series 2020 A Bond or Bonds, as applicable, to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing or electronically by such registered owner to the Bond Registrar.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

THE ISSUER WILL HAVE THE FOLLOWING OUTSTANDING OBLIGATIONS WHICH WILL RANK ON A PARITY WITH, OR JUNIOR AND SUBORDINATE TO, THE SERIES 2020 A BONDS AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT BEING THE ISSUER'S:

1. SEWER REVENUE BONDS, SERIES 1987 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 12, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$878,743, FORMERLY TOWN OF POCA SEWER REVENUE BONDS, SERIES 1987 A, DATED MARCH 12, 1987 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$878,743 (THE "SERIES 1987 A BONDS");

2. SEWER REVENUE BONDS, SERIES 1987 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 12, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$215,535, FORMERLY THE TOWN OF POCA SEWER REVENUE BONDS, SERIES 1987 B, DATED MARCH 12, 1987, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$215,535 (THE "SERIES 1987 B BONDS");

3. SEWER REVENUE BONDS, SERIES 1990 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED FEBRUARY 23, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$214,969, FORMERLY THE TOWN OF POCA SEWER REVENUE BONDS, SERIES 1990 A, DATED FEBRUARY 23, 1990 (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$214,969 (THE "SERIES 1990 A BONDS");

4. SEWER REVENUE BONDS, SERIES 1990 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED FEBRUARY 23, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$10,031, FORMERLY THE TOWN OF POCA SEWER REVENUE BONDS, SERIES 1990 B, DATED FEBRUARY 23, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$10,031 (THE "SERIES 1990 B BONDS");

5. SEWER REVENUE BONDS, SERIES 2002 B (WEST VIRGINIA SRF PROGRAM), DATED MARCH 7, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,422,000 (THE "SERIES 2002 B BONDS");

6. SEWER REVENUE BONDS, SERIES 2007 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 19, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,330,000 (THE "SERIES 2007 A BONDS");

7. SEWER REVENUE BONDS, SERIES 2008 A (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 28, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,680,000 (THE "SERIES 2008 A BONDS");

8. SEWER REVENUE BONDS, SERIES 2008 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JUNE 6, 2008, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$509,000 (THE "SERIES 2008 B BONDS");

9. SEWER REVENUE BONDS, SERIES 2009 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JUNE 26, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,520,000 (THE "SERIES 2009 A BONDS");

10. SEWER REVENUE BONDS, SERIES 2009 B (WEST VIRGINIA SRF PROGRAM/ARRA), DATED OCTOBER 29, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,050,000 (THE "SERIES 2009 B BONDS");

11. SEWER REVENUE BONDS, SERIES 2009 C (WEST VIRGINIA SRF PROGRAM), DATED OCTOBER 29, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,050,500 (THE "SERIES 2009 C BONDS");

12. SEWER REVENUE BONDS, SERIES 2012 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 23, 2012, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$525,600, FORMERLY TOWN OF POCA SEWER REVENUE BONDS, SERIES 2012 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JULY 23, 2012, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$525,600 (THE "SERIES 2012 A BONDS");

13. SEWER REFUNDING REVENUE BONDS, SERIES 2013 A (TAX-EXEMPT), DATED JULY 11, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$7,700,000 (THE "SERIES 2013 A BONDS");

14. SEWER REVENUE BONDS, SERIES 2013 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JUNE 27, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$6,000,000 (THE "SERIES 2013 B BONDS");

15. SEWER REVENUE BONDS, SERIES 2013 C (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JUNE 27, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$6,930,000 (THE "SERIES 2013 C BONDS");

16. SEWER REVENUE BONDS, SERIES 2013 D (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JUNE 27, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$564,800 (THE "SERIES 2013 D BONDS");

17. SEWER REVENUE BONDS, SERIES 2013 E (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JUNE 27, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,241,000 (THE "SERIES 2013 E BONDS"); AND

18. SEWER REVENUE BONDS, SERIES 2013 F (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED JUNE 27, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,500,000 (THE "SERIES 2013 F BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

THE SERIES 1987 A BONDS, SERIES 1990 A BONDS, SERIES 2002 B BONDS, SERIES 2007 A BONDS, SERIES 2008 A BONDS, SERIES 2008 B BONDS, SERIES 2009 A BONDS, SERIES 2009 B BONDS, SERIES 2009 C BONDS, SERIES 2012 A BONDS, SERIES 2013 A BONDS, SERIES 2013 B BONDS, SERIES 2013 C BONDS, SERIES 2013 D BONDS, SERIES 2013 E BONDS AND SERIES 2013 F BONDS (COLLECTIVELY, THE "FIRST LIEN BONDS") ARE PAYABLE FROM AND SECURED BY A FIRST LIEN ON THE NET REVENUES (AS HEREIN DEFINED) OF THE SYSTEM. THE SERIES 1987 B BONDS AND SERIES 1990 B BONDS (COLLECTIVELY, THE "SECOND LIEN BONDS") ARE SECURED BY A JUNIOR AND SUBORDINATE LIEN ON THE NET REVENUES OF THE SYSTEM.

The Bonds and the interest thereon are payable only from and are secured by the Net Revenues (as defined in the Resolution) 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 First Lien Bonds and senior and prior to the Second Lien Bonds and from moneys in the Series 2020 A Bonds Sinking Fund and the Series 2020 A Bonds Reserve Account established under the Resolution, and the unexpended proceeds of the Series 2020 A 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 shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Resolution. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2020 A Bonds Sinking Fund and the Series 2020 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Resolution, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses of the System and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest on the Bonds and all other obligations secured by a lien on or payable from such Net Revenues prior to or on a parity with the Bonds, including the Prior Bonds. 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 Resolution. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Resolution, to which reference is here made for a detailed description thereof.

All moneys received from the sale of the Bonds except for accrued interest thereon shall be applied solely to finance the current refunding of the Issuer's outstanding Series 2006 Bonds, fund a reserve account for the Series 2020 A Bonds and pay costs of issuance of the Bonds, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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 have existed, 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 said 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 said Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

This Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Resolution.

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

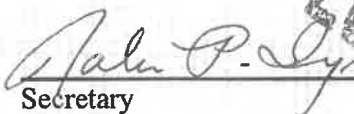
This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Resolution, and the 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, PUTNAM PUBLIC SERVICE DISTRICT has caused this Bond to be signed by its Chairman and, and its corporate seal to be imprinted hereon and attested by its Secretary, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

ATTEST:



Secretary


Chairman

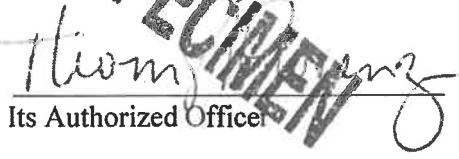
CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

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

Dated: March 31, 2020.

UNITED BANK
as Registrar

By


Its Authorized Officer

SPECIMEN

(Form of)
ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____

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

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

Dated: _____, 20____.

SIGNATURE GUARANTEED:

(Bank, Trust Company or Firm)

(Authorized Officer)

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

Final

\$6,000,000
Putnam Public Service District
Sewer Refunding Revenue Bonds
Series 2020 A (Series 2006 A & B REF)

Sources & Uses

Dated 03/31/2020 | Delivered 03/31/2020

Sources Of Funds

Par Amount of Bonds	\$6,000,000.00
Transfers from Prior Issue DSR Funds	370,912.50
Reoffering Premium	76,923.50

Total Sources	\$6,447,836.00
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Uses Of Funds

Deposit to Current Refunding Fund	5,894,163.77
Deposit to Debt Service Reserve Fund (DSRF)	370,912.50
Total Underwriter's Discount (2.000%)	120,000.00
Costs of Issuance	62,125.00
Rounding Amount	634.73

Total Uses	\$6,447,836.00
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3/18/2020 | 11:18 AM

\$6,000,000
Putnam Public Service District
Sewer Refunding Revenue Bonds
Series 2020 A (Series 2006 A & B REF)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/01/2020	100,000.00	2.250%	143,646.04	243,646.04
12/01/2021	155,000.00	2.250%	212,325.00	367,325.00
12/01/2022	160,000.00	2.375%	208,837.50	368,837.50
12/01/2023	165,000.00	2.500%	205,037.50	370,037.50
12/01/2024	170,000.00	3.000%	200,912.50	370,912.50
12/01/2025	175,000.00	3.000%	195,812.50	370,812.50
12/01/2026	180,000.00	3.000%	190,562.50	370,562.50
12/01/2027	185,000.00	3.000%	185,162.50	370,162.50
12/01/2028	190,000.00	3.125%	179,612.50	369,612.50
12/01/2029	195,000.00	4.000%	173,675.00	368,675.00
12/01/2030	200,000.00	4.000%	165,875.00	365,875.00
12/01/2031	210,000.00	4.000%	157,875.00	367,875.00
12/01/2032	220,000.00	4.000%	149,475.00	369,475.00
12/01/2033	230,000.00	4.000%	140,675.00	370,675.00
12/01/2034	235,000.00	4.000%	131,475.00	366,475.00
12/01/2035	245,000.00	4.000%	122,075.00	367,075.00
12/01/2036	255,000.00	4.000%	112,275.00	367,275.00
12/01/2037	265,000.00	4.000%	102,075.00	367,075.00
12/01/2038	275,000.00	4.000%	91,475.00	366,475.00
12/01/2039	290,000.00	4.000%	80,475.00	370,475.00
12/01/2040	300,000.00	3.625%	68,875.00	368,875.00
12/01/2041	310,000.00	3.625%	58,000.00	368,000.00
12/01/2042	320,000.00	3.625%	46,762.50	366,762.50
12/01/2043	335,000.00	3.625%	35,162.50	370,162.50
12/01/2044	345,000.00	3.625%	23,018.76	368,018.76
12/01/2045	290,000.00	3.625%	10,512.50	300,512.50
Total	\$6,000,000.00	-	\$3,391,664.80	\$9,391,664.80

Yield Statistics

Bond Year Dollars	\$90,926.67
Average Life	15.154 Years
Average Coupon	3.7301101%
Net Interest Cost (NIC)	3.7774851%
True Interest Cost (TIC)	3.7895849%
Bond Yield for Arbitrage Purposes	3.5168401%
All Inclusive Cost (AIC)	3.8858664%

IRS Form 8038

Net Interest Cost	3.6167034%
Weighted Average Maturity	15.082 Years

\$6,000,000
Putnam Public Service District
Sewer Refunding Revenue Bonds
Series 2020 A (Series 2006 A & B REF)

Gross Debt Service Comparison

Date	Principal	Coupon	Interest	New D/S	Old D/S	Savings
12/01/2020	100,000.00	2.250%	143,646.04	243,646.04	286,172.90	42,526.86
12/01/2021	155,000.00	2.250%	212,325.00	367,325.00	381,563.87	14,238.87
12/01/2022	160,000.00	2.375%	208,837.50	368,837.50	381,563.86	12,726.36
12/01/2023	165,000.00	2.500%	205,037.50	370,037.50	381,563.90	11,526.40
12/01/2024	170,000.00	3.000%	200,912.50	370,912.50	381,563.84	10,651.34
12/01/2025	175,000.00	3.000%	195,812.50	370,812.50	381,563.87	10,751.37
12/01/2026	180,000.00	3.000%	190,562.50	370,562.50	381,563.87	11,001.37
12/01/2027	185,000.00	3.000%	185,162.50	370,162.50	381,563.92	11,401.42
12/01/2028	190,000.00	3.125%	179,612.50	369,612.50	381,563.87	11,951.37
12/01/2029	195,000.00	4.000%	173,675.00	368,675.00	381,563.88	12,888.88
12/01/2030	200,000.00	4.000%	165,875.00	365,875.00	381,563.91	15,688.91
12/01/2031	210,000.00	4.000%	157,875.00	367,875.00	381,563.83	13,688.83
12/01/2032	220,000.00	4.000%	149,475.00	369,475.00	381,563.90	12,088.90
12/01/2033	230,000.00	4.000%	140,675.00	370,675.00	381,563.87	10,888.87
12/01/2034	235,000.00	4.000%	131,475.00	366,475.00	381,563.90	15,088.90
12/01/2035	245,000.00	4.000%	122,075.00	367,075.00	381,563.91	14,488.91
12/01/2036	255,000.00	4.000%	112,275.00	367,275.00	381,563.86	14,288.86
12/01/2037	265,000.00	4.000%	102,075.00	367,075.00	381,563.90	14,488.90
12/01/2038	275,000.00	4.000%	91,475.00	366,475.00	381,563.90	15,088.90
12/01/2039	290,000.00	4.000%	80,475.00	370,475.00	381,563.87	11,088.87
12/01/2040	300,000.00	3.625%	68,875.00	368,875.00	381,563.89	12,688.89
12/01/2041	310,000.00	3.625%	58,000.00	368,000.00	381,563.87	13,563.87
12/01/2042	320,000.00	3.625%	46,762.50	366,762.50	381,563.83	14,801.33
12/01/2043	335,000.00	3.625%	35,162.50	370,162.50	381,563.87	11,401.37
12/01/2044	345,000.00	3.625%	23,018.76	368,018.76	381,563.86	13,545.10
12/01/2045	290,000.00	3.625%	10,512.50	300,512.50	316,049.64	15,537.14
Total	\$6,000,000.00	-	\$3,391,664.80	\$9,391,664.80	\$9,759,755.59	\$368,090.79

PV Analysis Summary (Gross to Gross)

Transfers from Prior Issue DSR Fund	(370,912.50)
Amount deposited into new DSR Fund	370,912.50
Net Present Value Benefit	\$335,321.59
Net PV Benefit / \$5,866,739 Refunded Principal	5.716%
Net PV Benefit / \$6,000,000 Refunding Principal	5.589%

Refunding Bond Information

Refunding Dated Date	3/31/2020
Refunding Delivery Date	3/31/2020

\$6,000,000
Putnam Public Service District
Sewer Refunding Revenue Bonds
Series 2020 A (Series 2006 A & B REF)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
12/01/2021	Term 1 Coupon	2.250%	2.250%	255,000.00	100.000%	-	-	-	255,000.00
12/01/2022	Serial Coupon	2.375%	2.375%	160,000.00	100.000%	-	-	-	160,000.00
12/01/2023	Serial Coupon	2.500%	2.500%	165,000.00	100.000%	-	-	-	165,000.00
12/01/2027	Term 2 Coupon	3.000%	3.000%	710,000.00	100.000%	-	-	-	710,000.00
12/01/2028	Serial Coupon	3.125%	3.200%	190,000.00	99.433%	-	-	-	188,922.70
12/01/2039	Term 3 Coupon	4.000%	3.250%	2,620,000.00	105.049%	3.638%	12/01/2027	100.000%	2,752,283.80
12/01/2045	Term 4 Coupon	3.625%	3.800%	1,900,000.00	97.143%	-	-	-	1,845,717.00
Total		-	-	\$6,000,000.00	-	-	-	-	\$6,076,923.50

Bid Information

Par Amount of Bonds	\$6,000,000.00
Reoffering Premium or (Discount)	76,923.50
Gross Production	\$6,076,923.50
Total Underwriter's Discount (2.000%)	\$(120,000.00)
Bid (99.282%)	5,956,923.50
Total Purchase Price	\$5,956,923.50
Bond Year Dollars	\$90,926.67
Average Life	15.154 Years
Average Coupon	3.7301101%
Net Interest Cost (NIC)	3.7774851%
True Interest Cost (TIC)	3.7895849%

\$6,000,000
Putnam Public Service District
Sewer Refunding Revenue Bonds
Series 2020 A (Series 2006 A & B REF)

Proof of Bond Yield @ 3.5168401%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
03/31/2020	-	1.0000000x	-	-
06/01/2020	36,358.54	0.9941101x	36,144.39	36,144.39
12/01/2020	207,287.50	0.9769316x	202,505.70	238,650.09
06/01/2021	106,162.50	0.9600498x	101,921.29	340,571.38
12/01/2021	261,162.50	0.9434599x	246,396.33	586,967.72
06/01/2022	104,418.75	0.9271565x	96,812.53	683,780.24
12/01/2022	264,418.75	0.9111350x	240,921.17	924,701.41
06/01/2023	102,518.75	0.8953902x	91,794.29	1,016,495.70
12/01/2023	267,518.75	0.8799176x	235,394.46	1,251,890.16
06/01/2024	100,456.25	0.8647123x	86,865.76	1,338,755.92
12/01/2024	270,456.25	0.8497698x	229,825.55	1,568,581.47
06/01/2025	97,906.25	0.8350855x	81,760.09	1,650,341.56
12/01/2025	272,906.25	0.8206549x	223,961.86	1,874,303.42
06/01/2026	95,281.25	0.8064737x	76,841.83	1,951,145.25
12/01/2026	275,281.25	0.7925376x	218,170.74	2,169,315.99
06/01/2027	92,581.25	0.7788423x	72,106.19	2,241,422.18
12/01/2027	2,897,581.25	0.7653836x	2,217,761.22	4,459,183.40
06/01/2028	37,406.25	0.7521575x	28,135.39	4,487,318.79
12/01/2028	227,406.25	0.7391600x	168,089.60	4,655,408.39
06/01/2029	34,437.50	0.7263871x	25,014.95	4,680,423.35
12/01/2029	34,437.50	0.7138348x	24,582.69	4,705,006.03
06/01/2030	34,437.50	0.7014995x	24,157.89	4,729,163.92
12/01/2030	34,437.50	0.6893774x	23,740.43	4,752,904.36
06/01/2031	34,437.50	0.6774647x	23,330.19	4,776,234.55
12/01/2031	34,437.50	0.6657579x	22,927.04	4,799,161.59
06/01/2032	34,437.50	0.6542534x	22,530.85	4,821,692.44
12/01/2032	34,437.50	0.6429476x	22,141.51	4,843,833.95
06/01/2033	34,437.50	0.6318373x	21,758.90	4,865,592.84
12/01/2033	34,437.50	0.6209189x	21,382.90	4,886,975.74
06/01/2034	34,437.50	0.6101892x	21,013.39	4,907,989.13
12/01/2034	34,437.50	0.5996450x	20,650.27	4,928,639.40
06/01/2035	34,437.50	0.5892829x	20,293.43	4,948,932.83
12/01/2035	34,437.50	0.5790999x	19,942.75	4,968,875.59
06/01/2036	34,437.50	0.5690928x	19,598.13	4,988,473.72
12/01/2036	34,437.50	0.5592587x	19,259.47	5,007,733.19
06/01/2037	34,437.50	0.5495945x	18,926.66	5,026,659.86
12/01/2037	34,437.50	0.5400974x	18,599.60	5,045,259.46
06/01/2038	34,437.50	0.5307643x	18,278.20	5,063,537.65
12/01/2038	34,437.50	0.5215925x	17,962.34	5,081,500.00
06/01/2039	34,437.50	0.5125792x	17,651.95	5,099,151.94
12/01/2039	34,437.50	0.5037217x	17,346.92	5,116,498.86
06/01/2040	34,437.50	0.4950172x	17,047.15	5,133,546.01
12/01/2040	334,437.50	0.4864631x	162,691.51	5,296,237.53
06/01/2041	29,000.00	0.4780569x	13,863.65	5,310,101.17
12/01/2041	339,000.00	0.4697959x	159,260.81	5,469,361.98
06/01/2042	23,381.25	0.4616777x	10,794.60	5,480,156.58
12/01/2042	343,381.25	0.4536997x	155,791.98	5,635,948.56
06/01/2043	17,581.25	0.4458596x	7,838.77	5,643,787.33
12/01/2043	352,581.25	0.4381550x	154,485.25	5,798,272.57
06/01/2044	11,509.38	0.4305836x	4,955.75	5,803,228.32
12/01/2044	356,509.38	0.4231429x	150,854.42	5,954,082.75
06/01/2045	5,256.25	0.4158309x	2,185.71	5,956,268.46
12/01/2045	295,256.25	0.4086452x	120,655.04	6,076,923.50
Total	\$8,617,064.80	-	\$6,076,923.50	-

Derivation Of Target Amount

Par Amount of Bonds	\$6,000,000.00
Reoffering Premium or (Discount)	76,923.50
Original Issue Proceeds	\$6,076,923.50

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\$6,000,000
Putnam Public Service District
Sewer Refunding Revenue Bonds
Series 2020 A (Series 2006 A & B REF)

Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Coupon	Price	Issuance Price	Exponent	Bond Years
12/01/2020	100,000.00	2.250%	100.000%	100,000.00	0.6694444x	66,944.44
12/01/2021	155,000.00	2.250%	100.000%	155,000.00	1.6694444x	258,763.89
12/01/2022	160,000.00	2.375%	100.000%	160,000.00	2.6694444x	427,111.11
12/01/2023	165,000.00	2.500%	100.000%	165,000.00	3.6694444x	605,458.33
12/01/2024	170,000.00	3.000%	100.000%	170,000.00	4.6694444x	793,805.56
12/01/2025	175,000.00	3.000%	100.000%	175,000.00	5.6694444x	992,152.78
12/01/2026	180,000.00	3.000%	100.000%	180,000.00	6.6694444x	1,200,500.00
12/01/2027	185,000.00	3.000%	100.000%	185,000.00	7.6694444x	1,418,847.22
12/01/2028	190,000.00	3.125%	99.433%	188,922.70	8.6694444x	1,637,854.85
12/01/2029	195,000.00	4.000%	105.049%	204,845.55	9.6694444x	1,980,742.67
12/01/2030	200,000.00	4.000%	105.049%	210,098.00	10.6694444x	2,241,628.94
12/01/2031	210,000.00	4.000%	105.049%	220,602.90	11.6694444x	2,574,313.29
12/01/2032	220,000.00	4.000%	105.049%	231,107.80	12.6694444x	2,928,007.43
12/01/2033	230,000.00	4.000%	105.049%	241,612.70	13.6694444x	3,302,711.38
12/01/2034	235,000.00	4.000%	105.049%	246,865.15	14.6694444x	3,621,374.60
12/01/2035	245,000.00	4.000%	105.049%	257,370.05	15.6694444x	4,032,845.70
12/01/2036	255,000.00	4.000%	105.049%	267,874.95	16.6694444x	4,465,326.60
12/01/2037	265,000.00	4.000%	105.049%	278,379.85	17.6694444x	4,918,817.29
12/01/2038	275,000.00	4.000%	105.049%	288,884.75	18.6694444x	5,393,317.79
12/01/2039	290,000.00	4.000%	105.049%	304,642.10	19.6694444x	5,992,140.86
12/01/2040	300,000.00	3.625%	97.143%	291,429.00	20.6694444x	6,023,675.53
12/01/2041	310,000.00	3.625%	97.143%	301,143.30	21.6694444x	6,525,608.01
12/01/2042	320,000.00	3.625%	97.143%	310,857.60	22.6694444x	7,046,969.09
12/01/2043	335,000.00	3.625%	97.143%	325,429.05	23.6694444x	7,702,724.82
12/01/2044	345,000.00	3.625%	97.143%	335,143.35	24.6694444x	8,267,800.25
12/01/2045	290,000.00	3.625%	97.143%	281,714.70	25.6694444x	7,231,459.84
Total	\$6,000,000.00	-	-	\$6,076,923.50	-	\$91,650,902.28

Description of Bonds

Final Maturity Date	12/01/2045
Issue price of entire issue	6,076,923.50
Stated Redemption at Maturity	6,000,000.00
Weighted Average Maturity = Bond Years/Issue Price	15.082 Years
Bond Yield for Arbitrage Purposes	3.5168401%

Uses of Proceeds of Issue

Proceeds used for accrued interest	-
Proceeds used for bond issuance costs (including underwriters' discount)	182,125.00
Proceeds used for credit enhancement	-
Proceeds allocated to reasonably required reserve or replacement fund	-

Description of Refunded Bonds

Proceeds used to currently refund prior issue	5,894,163.77
Proceeds used to advance refund prior issue	-
Remaining weighted average maturity of the bonds to be currently refunded	15.051 Years
Remaining weighted average maturity of the bonds to be advance refunded	-
Last date on which the refunded bonds will be called	3/31/2020

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\$6,000,000
Putnam Public Service District
Sewer Refunding Revenue Bonds
Series 2020 A (Series 2006 A & B REF)

Summary Of Underwriter's Discount

Maturity	Concession	+ Takedown	= Total	Issuance Value	Total Takedown
12/01/2021	-	0.500%	0.500%	255,000.00	1,275.00
12/01/2022	-	0.500%	0.500%	160,000.00	800.00
12/01/2023	-	0.500%	0.500%	165,000.00	825.00
12/01/2027	-	0.750%	0.750%	710,000.00	5,325.00
12/01/2028	-	0.750%	0.750%	190,000.00	1,425.00
12/01/2039	-	0.875%	0.875%	2,620,000.00	22,925.00
12/01/2045	-	1.200%	1.200%	1,900,000.00	22,800.00
Total	-	-	-	\$6,000,000.00	\$55,375.00

Underwriting & Issuance Expenses

Total Management Fees (1.077%)	\$64,625.00
Total Average Takedown (0.923%)	\$55,375.00
TOTAL UNDERWRITING SPREAD (2.000%)	\$120,000.00

\$6,000,000
Putnam Public Service District
Sewer Refunding Revenue Bonds
Series 2020 A (Series 2006 A & B REF)

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	DSR	Net New D/S
03/31/2020	-	-	-	-	-	-
06/01/2020	-	-	36,358.54	36,358.54	-	36,358.54
12/01/2020	100,000.00	2.250%	107,287.50	207,287.50	-	207,287.50
06/01/2021	-	-	106,162.50	106,162.50	-	106,162.50
12/01/2021	155,000.00	2.250%	106,162.50	261,162.50	-	261,162.50
06/01/2022	-	-	104,418.75	104,418.75	-	104,418.75
12/01/2022	160,000.00	2.375%	104,418.75	264,418.75	-	264,418.75
06/01/2023	-	-	102,518.75	102,518.75	-	102,518.75
12/01/2023	165,000.00	2.500%	102,518.75	267,518.75	-	267,518.75
06/01/2024	-	-	100,456.25	100,456.25	-	100,456.25
12/01/2024	170,000.00	3.000%	100,456.25	270,456.25	-	270,456.25
06/01/2025	-	-	97,906.25	97,906.25	-	97,906.25
12/01/2025	175,000.00	3.000%	97,906.25	272,906.25	-	272,906.25
06/01/2026	-	-	95,281.25	95,281.25	-	95,281.25
12/01/2026	180,000.00	3.000%	95,281.25	275,281.25	-	275,281.25
06/01/2027	-	-	92,581.25	92,581.25	-	92,581.25
12/01/2027	185,000.00	3.000%	92,581.25	277,581.25	-	277,581.25
06/01/2028	-	-	89,806.25	89,806.25	-	89,806.25
12/01/2028	190,000.00	3.125%	89,806.25	279,806.25	-	279,806.25
06/01/2029	-	-	86,837.50	86,837.50	-	86,837.50
12/01/2029	195,000.00	4.000%	86,837.50	281,837.50	-	281,837.50
06/01/2030	-	-	82,937.50	82,937.50	-	82,937.50
12/01/2030	200,000.00	4.000%	82,937.50	282,937.50	-	282,937.50
06/01/2031	-	-	78,937.50	78,937.50	-	78,937.50
12/01/2031	210,000.00	4.000%	78,937.50	288,937.50	-	288,937.50
06/01/2032	-	-	74,737.50	74,737.50	-	74,737.50
12/01/2032	220,000.00	4.000%	74,737.50	294,737.50	-	294,737.50
06/01/2033	-	-	70,337.50	70,337.50	-	70,337.50
12/01/2033	230,000.00	4.000%	70,337.50	300,337.50	-	300,337.50
06/01/2034	-	-	65,737.50	65,737.50	-	65,737.50
12/01/2034	235,000.00	4.000%	65,737.50	300,737.50	-	300,737.50
06/01/2035	-	-	61,037.50	61,037.50	-	61,037.50
12/01/2035	245,000.00	4.000%	61,037.50	306,037.50	-	306,037.50
06/01/2036	-	-	56,137.50	56,137.50	-	56,137.50
12/01/2036	255,000.00	4.000%	56,137.50	311,137.50	-	311,137.50
06/01/2037	-	-	51,037.50	51,037.50	-	51,037.50
12/01/2037	265,000.00	4.000%	51,037.50	316,037.50	-	316,037.50
06/01/2038	-	-	45,737.50	45,737.50	-	45,737.50
12/01/2038	275,000.00	4.000%	45,737.50	320,737.50	-	320,737.50
06/01/2039	-	-	40,237.50	40,237.50	-	40,237.50
12/01/2039	290,000.00	4.000%	40,237.50	330,237.50	-	330,237.50
06/01/2040	-	-	34,437.50	34,437.50	-	34,437.50
12/01/2040	300,000.00	3.625%	34,437.50	334,437.50	-	334,437.50
06/01/2041	-	-	29,000.00	29,000.00	-	29,000.00
12/01/2041	310,000.00	3.625%	29,000.00	339,000.00	-	339,000.00
06/01/2042	-	-	23,381.25	23,381.25	-	23,381.25
12/01/2042	320,000.00	3.625%	23,381.25	343,381.25	-	343,381.25
06/01/2043	-	-	17,581.25	17,581.25	-	17,581.25
12/01/2043	335,000.00	3.625%	17,581.25	352,581.25	-	352,581.25
06/01/2044	-	-	11,509.38	11,509.38	-	11,509.38
12/01/2044	345,000.00	3.625%	11,509.38	356,509.38	-	356,509.38
06/01/2045	-	-	5,256.25	5,256.25	-	5,256.25
12/01/2045	290,000.00	3.625%	5,256.25	295,256.25	(370,912.50)	(75,656.25)
Total	\$6,000,000.00	-	\$3,391,664.80	\$9,391,664.80	(370,912.50)	\$9,020,752.30

WEST VIRGINIA MUNICIPAL BOND COMMISSION

900 Pennsylvania Avenue, Suite 1117, Charleston, WV 25302

Phone: (304) 558-3971

FAX: (304) 558-1280

mbc.wv.gov

NEW ISSUE REPORT FORM

Date of Report: 3/31/2020

ISSUE: Putnam Public Service District Sewer Refunding Revenue Bonds, Series 2020 A

ADDRESS: PO Box 860 Scott Depot, WV 25560

COUNTY: Putnam

PURPOSE OF ISSUE: ☐ New Money
☒ Refunding

Refunding issue(s) dated: _____

ISSUE DATE: 3/31/2020

RATE: 2.25-4.0%

ADMIN FEE: _____

ISSUE AMOUNT: \$6,000,000

1st DEBT SERVICE DUE: 6/1/2020

1st PRINCIPAL DUE: 12/1/2020

1st DEBT SERVICE AMOUNT: \$ 36,358.54

PAYING AGENT: MBC

BOND COUNSEL: Steptoe & Johnson PLLC

UNDERWRITERS COUNSEL: Goodwin & Goodwin, LLP

Contact Name: John Stump

Contact Name: Bill Bragg

Phone: 304.353.8196

Phone: 304.346.7000

Email: john.stump@steptoe-johnson.com

Email: wkb@goodwingoodwin.com

CLOSING BANK: _____

ESCROW TRUSTEE: _____

Contact Name: _____

Contact Name: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

KNOWLEDGEABLE ISSUER CONTACT:

OTHER: Crews & Associates, Inc.

Contact Name: Mike McNulty

Contact Name: Greg Isaacs

Title: GM

Title: Senior Managing Director

Phone: 304.757.6551

Phone: 304.344.1733

Email: mikemcnulty@putnampsd.com

Email: gisaacs@crewsfs.com

DEPOSITS TO MBC AT CLOSE: _____

Accrued Interest: _____

By: Wire _____

Capitalized Interest: _____

Check _____

Reserve Account: _____

In-house Transfer _____

Other: _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:

To Escrow Trustee: _____

By: Wire _____

To Issuer: _____

Check x \$11,666.95 to PSD

To Cons. Invest Fund: _____

IGT x \$370,912.50

To Other: Series 2020 A Reserve Acct

ISSUER NUMBERS:

BANK ID NUMBER: _____

CUSIP: _____

ACCOUNT NUMBER: _____

PROGRAM NUMBER: _____

NOTES: Series 2020 A Bonds Reserve Account will be fully funded at closing.

Series 2006 A & B Reserve Accts shall be used to fully fund the S. 2020 A Reserve & balance paid to PSD by check.

FOR MUNICIPAL BOND COMMISSION USE ONLY:

Documents Required: _____

Transfers Required: _____